

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

**AGENDA
October 15, 2024, 4:00 p.m.
ARLINGTON CITY HALL
COUNCIL BRIEFING ROOM
3RD FLOOR
101 W. ABRAM STREET
ARLINGTON, TX 76010**

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

- I. Call to Order

- II. Consideration of Minutes
 - A. September 24, 2024 Meeting

- III. Standing Reports
 - A. Financial Report
 - B. Real Estate Report
 - C. 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 Renewal and Modification Contract for the Professional Services Contract with M4 Realty Advisors, LLC for assistance with real estate matters.

 - B. A resolution of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute an Amended and Restated Professional Services Contract for the design of the Arlington Economic Development Corporation offices with SBL Architects, Inc. in an amount not to exceed \$64,500.

 - C. A resolution authorizing of the Board of Directors authorizing the Executive Director of the Arlington Economic Development Corporation to execute Contract Modification No. 1 to the Construction Contract for the Arlington Economic Development Corporation office relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$32,307.

- D. A resolution superseding AEDC Resolution No. 24-019 authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Performance Agreement with Salcomp Manufacturing USA Corporation relative to the establishment of their U.S. headquarters and expanded manufacturing facility in Arlington.

- V. 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.

- VI. Executive Director's Report
 - A. Staffing Update
 - B. Office Construction Update
 - C. Summary of Office Construction Costs
 - D. Possible Special November Board Meeting
 - E. FY25 Marketing Plans
 - F. Upcoming Presentations

- VII. Future Agenda Items

- VIII. Adjourn

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

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

September 24, 2024

The Board of Directors of the Arlington Economic Development Corporation of the City of Arlington, Texas, convened in Regular Session on September 24, 2024, at 4:00 p.m., in the Council Briefing Room of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Board Members:

Michael Jacobson	§	President
John Whiteley	§	Treasurer
Jollyn Mwisongo	§	Secretary
Gerald Alley	§	Board Member
Paul Corson	§	Board Member

Absent:

Mojoy Haddad	§	Vice President
Carmenza Moreno	§	Board Member

And

Marty Wieder	Executive Director
Jonathan Moss	Senior Attorney
Gus Garcia	Director of Economic Development
Raja Saravanan	Business Intelligence and Marketing Analyst
Erin Clark	Public Funds Administrator
Stephanie Dimas	Senior Public Finance Analyst
Marcus Young	Economic Development Specialist
Josh Mejia	Economic Development Specialist
Stephanie Hall	Operations and Events Administrator
Lyndsay Mitchell	Director of Office of Strategic Initiatives
Kevin McGlaun	Real Estate Consultant

I. Call to Order

President M. Jacobson called the meeting to order at 4:13 p.m.

II. Consideration of Minutes

A. September 10, Meeting

Vice President J. Whiteley made a motion to approve the minutes of the September 10, 2024, Board meeting. Seconded by G. Alley. The motion carried with 5 ayes and 0 nays.

Approved

III. Standing Reports

A. Financials – No Discussion

B. Real Estate Report – Target spaces are subjective to business/client needs.

C. Industry Spotlight – Class A Leasing/Building trends.

IV. Items for Action:

B. A resolution authorizing the Executive Director to execute a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company dba OMNIA Partners.

Marty Wieder, Executive Director, presented the resolution for consideration.

Treasurer J. Whiteley 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. 24-017

C. A resolution authorizing the Executive Director of the Arlington Economic Development Corporation to approve the purchase and installation of furniture for the Arlington Economic Development Corporation office relocation with Workplace Solutions, Inc., of Dallas, Texas, through the National Intergovernmental Purchasing Alliance Company, dba OMNIA Partners Cooperative Contract in an amount not to exceed \$73,007.

Marty Wieder, Executive Director, 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. 24-018

- D. Following a public hearing held in accordance with Section 505.159 of the Texas Local Government Code, consider a resolution authorizing a Performance Agreement with Salcomp Manufacturing USA Corporation.

A resolution of the board of Directors authorizing the Executive Director to execute a Performance Agreement with Salcomp Manufacturing USA Corporation relative to the establishment of their U.S. headquarters and expanded manufacturing facility in Arlington.

Marcus Young, Sr. Economic Development Specialist, presented the resolution for consideration.

Treasurer J. Whiteley 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. 24-019

- E. Following a public hearing held in accordance with Section 505.159 of the Texas Local Government Code, consider a resolution authorizing a Performance Agreement with Mozee, Inc.

A resolution of the Board of Directors authorizing the Executive Director to execute a Performance Agreement with Mozee, Inc. relative to their establishment of their headquarters and vehicle manufacturing facility in Arlington.

Marcus Young, Sr. Economic Development Specialist, presented the resolution for consideration. Shawn T., CEO of Mozee, attended for questions.

Treasurer J. Whiteley 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. 24-020

President M. Jacobson announced that the Arlington Economic Development Corporation Board of Directors was going into closed session at 5:18 p.m. on September 24, 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**
 1. Offers of Incentives to Business.
- **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 September 24, 2024, and the closed meeting was ending. The Arlington Economic Development Corporation Board of Directors reconvened in open session at 5:50 p.m. Board Member G. Alley left the meeting at this time.

V. Executive Director's Reports

A. Staffing Update

Marty Wieder, Executive Director, presented. The Staffing Update included the hiring announcement of Kay Brown-Patrick to be the first of two Assistant Executive Director positions. She will also serve as Director of Small, Minority and Women Owned Enterprise Development. Mr. Wieder presents an updated org chart that explains the breakdown of reporting and number of hires expected as outlined in the approved budget for FY 24-25.

B. Corporation Job Descriptions

The job descriptions of the positions within the AEDC were given to the board per their request on 9/10/2024.

C. Board Meeting Updates

Mr. Wieder announced the regular AEDC Board of Directors meetings for November and December would take place on Wednesday, November 20, 2024, and Thursday, December 19, 2024.

D. Office Construction Update

Mr. Wieder updates the board that we are on time and making great strides towards completion in December. A photo was shared of the status of construction.

E. Upcoming Presentations

Mr. Weider gave an update on upcoming events such as the IC3 BioNTX Conference, YTexas Summit at AT&T, a P3 speaking engagement associated with Swinerton, Texas Venturefest at Hearsay sponsored by the Founders Arena and a Rotary speaking engagement on Oct 17th. Mr. Wieder expressed his gratitude for the recent Downtown Arlington program called Talk the Walk that focused on walkability in urban developments.

VI. Future Agenda Items

The Board requested to understand the total cost of the new EDC space under construction. More details about the "Welcome Center" and a discussion on how contracts are written were both requested for future agenda items.

VII. Adjourn

There being no further business, the meeting was adjourned at 6:00 p.m.

Arlington EDC Funds Flow Projection
10.09.2024

	Actual FY 2021	Actual FY 2022	Actual FY 2023	Projected 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	\$ 55,006,031	\$ 67,209,750	\$ 97,700,602	\$ 91,905,504	\$ 111,727,999	\$ 130,665,747	\$ 153,398,245
Sales Tax Revenue	11,164,714	24,115,528	23,849,011	25,000,735	26,219,454	27,006,038	27,816,219	28,650,705	29,510,226	30,395,533
Investment Income	-	137,745	912,453	2,014,149	2,688,390	3,908,024	3,676,220	4,469,120	5,226,630	6,135,930
Other Revenue*	-	(888,339)	273,566	-	-	-	-	-	-	-
Debt Proceeds	-	-	-	-	25,000,000	-	-	-	-	-
Available to Fund Ops and Projects	11,164,714	34,218,498	58,387,768	82,020,915	121,117,594	128,614,664	123,397,943	144,847,824	165,402,604	189,929,708
Operations	311,151	865,759	1,572,471	2,004,665	5,638,931	5,808,099	5,966,383	6,129,415	6,313,298	6,486,259
Available to Fund projects	10,853,564	33,352,739	56,815,297	80,016,250	115,478,663	122,806,565	117,431,560	138,718,409	159,089,306	183,443,449
Project Funding	-	-	7,631,350	12,806,500	-	-	-	-	-	-
Project Commitments	-	-	-	-	17,778,061	30,901,061	3,403,561	5,752,661	3,391,061	3,391,061
Debt Service	-	-	-	-	-	-	2,300,000	2,300,000	2,300,000	2,300,000
Total Funded and Committed	-	-	7,631,350	12,806,500	17,778,061	30,901,061	5,703,561	8,052,661	5,691,061	5,691,061
Value of Fixed Assets (land)	-	-	5,822,084	-	-	-	-	-	-	-
Ending balance / Available to fund new projects	\$ 10,853,564	\$ 33,352,739	\$ 55,006,031	\$ 67,209,750	\$ 97,700,602	\$ 91,905,504	\$ 111,727,999	\$ 130,665,747	\$ 153,398,245	\$ 177,752,388

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

*Other Revenue in FY 2022 and FY 2023 includes a 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.

COA Expenditures by Cost Center

Budget Structure Non-Operating Budget
Amount Type Activity
Period FY24 - Aug
Cost Center Hierarchy Economic Development Corporation
From Budget Date 10/1/2023
To Budget Date 9/30/2024

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	69,016,963	113,750	11,870,250	594,520	12,464,770	56,552,193	18.06%
61000:Purchase/Contract	69,016,963	113,750	11,870,250	594,520	12,464,770	56,552,193	18.06%
CC973010 Economic Development Corporation Operations	3,918,114	160,744	1,396,279	228,864	1,625,143	2,292,971	41.48%
50000:Salaries and Wages	674,492	34,211	378,743	-	378,743	295,749	56.15%
55000:Benefits	174,572	8,397	92,324	-	92,324	82,248	52.89%
60000:Supplies	400,000	1,086	90,020	-	90,020	309,980	22.51%
61000:Purchase/Contract	700,000	54,143	429,830	71,532	501,362	198,638	71.62%
61500:Construction Services Expenses	-	11,952	11,952	-	11,952	(11,952)	0.00%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	3,462	50,530	156,631	207,161	792,839	20.72%
65000:Miscellaneous Expense	755,000	42,782	294,120	50	294,170	460,830	38.96%
66000:Travel and Training	188,050	3,579	46,354	650	47,004	141,046	25.00%
67000:Interdepartmental Expense	6,000	1,134	2,406	-	2,406	3,594	40.09%

SALES TAX REVENUES

TOTAL	22,478,687	Sales Month	Revenue Received
	2,121,335	October 2023	December 2023
	2,016,327	November 2023	January 2024
	2,254,491	December 2023	February 2024
	1,635,459	January 2024	March 2024
	1,732,787	February 2024	April 2024
	2,300,118	March 2024	May 2024
	2,012,647	April 2024	June 2024
	2,102,944	May 2024	July 2024
	2,168,741	June 2024	August 2024
	2,211,927	July 2024	September 2024
	1,921,911	August 2024	October 2024
		September 2024	November 2024

COA Expenditures by Cost Center

Budget Structure

Amount Type

Period

Cost Center Hierarchy

From Budget Date

To Budget Date

Non-Operating Budget

Activity

FY24 - Aug

Economic Development Corporation

10/1/2023

9/30/2024

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	69,016,963	113,750	11,870,250	594,520	12,464,770	56,552,193	18.06%
61000:Purchase/Contract	69,016,963	113,750	11,870,250	594,520	12,464,770	56,552,193	18.06%
SC0533 - Special Services	-	-	11,755,000	-	11,755,000	(11,755,000)	0.00%
SC0574 - Professional Services	69,016,963	113,750	115,250	594,520	709,770	68,307,193	1.03%
CC973010 Economic Development Corporation Operations	3,918,114	160,744	1,396,279	228,864	1,625,143	2,292,971	41.48%
50000:Salaries and Wages	674,492	34,211	378,743	-	378,743	295,749	56.15%
SC50002 - Salaries: Operations	674,492	34,211	368,874	-	368,874	305,618	54.69%
SC50010 - Salaries: Terminal Pay	-	-	9,869	-	9,869	(9,869)	0.00%
55000:Benefits	174,572	8,397	92,324	-	92,324	82,248	52.89%
SC0805 - Deferred Comp 401K Payable	-	-	-	-	-	-	0.00%
SC0809 - Cigna Life Insurance Payable	-	-	-	-	-	-	0.00%
SC0810 - L-T Disability Payable	-	-	-	-	-	-	0.00%
SC50004 - Benefits: Longevity/Stability	210	-	168	-	168	42	80.00%
SC55000 - Benefits : Worker's Comp	763	51	548	-	548	215	71.81%
SC55001 - Benefits : Employee Retirement	72,626	3,826	40,832	-	40,832	31,794	56.22%
SC55002 - Benefits : Disability Income Plan	1,484	63	818	-	818	666	55.13%
SC55003 - Benefits : Employee Insurance	64,022	2,348	26,791	-	26,791	37,231	41.85%
SC55005 - Benefits : Medicare	9,779	500	5,525	-	5,525	4,254	56.50%
SC55008 - Benefits : Thrift Plan	18,096	1,161	12,741	-	12,741	5,355	70.41%
SC55009 - Benefits : Car Allowance	5,200	400	4,371	-	4,371	829	84.07%
SC55010 - Benefits : Phone Allowance	2,392	46	531	-	531	1,861	22.19%
60000:Supplies	400,000	1,086	90,020	-	90,020	309,980	22.51%
SC0500 - Office Supplies less than \$5,000	10,000	16	1,698	-	1,698	8,302	16.98%
SC0514 - Other Supplies	3,000	-	-	-	-	3,000	0.00%
SC0516 - Supplies/Computer Hardware	22,000	-	6,901	-	6,901	15,099	31.37%
SC0517 - Office Furniture less than \$5,000	60,000	-	-	-	-	60,000	0.00%
SC0521 - Cost Of Food & Beverage	25,000	1,070	3,463	-	3,463	21,537	13.85%
SC0531 - Rental	30,000	-	-	-	-	30,000	0.00%
SC0675 - Supplies/Computer Software	250,000	-	77,959	-	77,959	172,041	31.18%
61000:Purchase/Contract	700,000	54,143	429,830	71,532	501,362	198,638	71.62%
SC0533 - Special Services	500,000	35,243	314,180	27,232	341,412	158,588	68.28%
SC0574 - Professional Services	200,000	18,900	115,650	44,300	159,950	40,050	79.98%
61500:Construction Services Expenses	-	11,952	11,952	-	11,952	(11,952)	0.00%
SC0583 - Maintenance of Buildings	-	11,952	11,952	-	11,952	(11,952)	0.00%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
SC0578 - Electric Service	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	3,462	50,530	156,631	207,161	792,839	20.72%
SC0583 - Maintenance of Buildings	1,000,000	3,462	50,530	156,631	207,161	792,839	20.72%
65000:Miscellaneous Expense	755,000	42,782	294,120	50	294,170	460,830	38.96%
SC0658 - Advertising	750,000	42,507	293,572	50	293,623	456,377	39.15%
SC0735 - Employee Reimbursement - non travel/training	5,000	275	548	-	548	4,452	10.95%
66000:Travel and Training	188,050	3,579	46,354	650	47,004	141,046	25.00%
SC0668 - Membership	50,000	3,050	20,514	-	20,514	29,486	41.03%
SC0669 - Training	10,000	-	4,122	650	4,772	5,228	47.72%
SC0670 - Registration	78,050	200	4,453	-	4,453	73,597	5.71%
SC0671 - Travel	50,000	329	17,265	-	17,265	32,735	34.53%
SC0675 - Supplies/Computer Software	-	-	-	-	-	-	0.00%
67000:Interdepartmental Expense	6,000	1,134	2,406	-	2,406	3,594	40.09%
SC0500 - Office Supplies less than \$5,000	-	-	(1)	-	(1)	1	0.00%
SC0633 - General Services Charges	6,000	514	1,787	-	1,787	4,213	29.78%
SC0658 - Advertising	-	619	619	-	619	(619)	0.00%

**FD8050 Arlington Economic Development Corporation
 CC973005 Economic Development Corporation Projects
 FY23 EDC Project Expenditures Detail by Month**

NOTE: There were no project related expenditures in October, November, December, March, and June

JANUARY

Amount	Transaction Date	Payee	Purpose
1,000,000.00	1/24/2024	Bell Textron, Inc.	Bell Textron AEDC Performance Agreement grant #2
1,500.00	1/26/2024	TERRY RUTLAND	Center Street Gateway Project: construction fence removal
1,001,500.00			

FEBRUARY

Amount	Transaction Date	Payee	Purpose
500,000.00	2/28/2024	Sportec	Startup costs reimbursement
250,000.00	2/28/2024	Sportec	Certificate of Occupancy
750,000.00			

APRIL

Amount	Transaction Date	Payee	Purpose
9,500,000.00	4/1/2024	GKY Realty LTD	EDC Contribution towards purchase of Airport FBO
9,500,000.00			

MAY

Amount	Transaction Date	Payee	Purpose
5,000.00	5/7/2024	MedHab	TMAC project
5,000.00			

JULY

Amount	Transaction Date	Payee	Purpose
500,000.00	7/1/2024	First Rate	FY24 Performance Grant
500,000.00			

AUGUST

Amount	Transaction Date	Payee	Purpose
113,750.00	8/9/2024	M. Arthur Gensler Assoc., Inc.	E-Space Architecture - Schematic Design
113,750.00			

Summary by Project

1,000,000.00	Bell Textron	
1,500.00	Center Street Gateway Project	
750,000.00	Sportec	
9,500,000.00	GKY Realty LTD	
5,000.00	MedHab	TMAC project
500,000.00	First Rate	FY24 Performance Grant
113,750.00	Gensler	E-Space
11,870,250.00	Total	

Economic Development Corporation

Pro Forma

Report Date: 10.09.2024

FD8050 CC 973010 (Operations) and CC 973005 (Projects)

	ACTUALS			PROJECTIONS											
	1 FY21	2 FY22	3 FY23	4 FY24	5 FY25	6 FY26	7 FY27	8 FY28	9 FY29	10 FY30	11 FY31	12 FY32	13 FY33	14 FY34	15 FY35
Beginning Balance	-	10,853,564	33,352,739	55,006,031	67,209,750	97,700,602	91,905,504	111,727,999	130,665,747	153,398,245	177,752,388	205,147,746	235,885,936	268,632,054	303,489,767
Revenues - FD8050															
Sales Tax Revenue	11,164,714	24,115,528	23,849,011	25,000,735	26,219,454	27,006,038	27,816,219	28,650,705	29,510,226	30,395,533	31,307,399	32,246,621	33,214,020	34,210,440	35,236,754
Interest	-	137,745	912,453	2,014,149	2,688,390	3,908,024	3,676,220	4,469,120	5,226,630	6,135,930	7,110,096	8,205,910	9,435,437	10,745,282	12,139,591
Miscellaneous Revenue	-	2	24,750	-	-	-	-	-	-	-	-	-	-	-	-
Debt proceeds	-	-	-	-	25,000,000	-	-	-	-	-	-	-	-	-	-
Reserve for Incr/Decr in FMV of Investments	-	(877,675)	248,816	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for Accrued Comp Absences	-	(10,666)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	11,164,714	23,364,934	25,035,029	27,014,884	53,907,844	30,914,062	31,492,439	33,119,825	34,736,856	36,531,463	38,417,495	40,452,531	42,649,457	44,955,723	47,376,344
Interfund Transfers															
Transfer to General Fund - Direct Support	-	(227,363)	(254,250)	(257,737)	(479,123)	(493,497)	(508,302)	(523,551)	(539,257)	(555,435)	(572,098)	(589,261)	(606,939)	(625,147)	(643,901)
Transfer to General Fund - Indirect Support	-	-	-	-	(516,474)	(531,968)	(531,968)	(531,968)	(547,927)	(547,927)	(547,927)	(564,365)	(564,365)	(564,365)	(581,296)
Total Transfers	-	(227,363)	(254,250)	(257,737)	(995,597)	(1,025,465)	(1,040,270)	(1,055,519)	(1,087,184)	(1,103,362)	(1,120,025)	(1,153,626)	(1,171,304)	(1,189,512)	(1,225,197)
Expenditures															
EDC Operations - CC973010															
YTD Actuals (see monthly budget report)	(311,151)	(638,396)	(1,318,221)	(1,398,272)	-	-	-	-	-	-	-	-	-	-	-
Remaining current year budget for EDC Operations	-	-	-	(348,656)	-	-	-	-	-	-	-	-	-	-	-
Projected future budget	-	-	-	-	(4,643,334)	(4,782,634)	(4,926,113)	(5,073,896)	(5,226,113)	(5,382,896)	(5,544,383)	(5,710,715)	(5,882,036)	(6,058,497)	(6,240,252)
Total Operations	(311,151)	(638,396)	(1,318,221)	(1,746,928)	(4,643,334)	(4,782,634)	(4,926,113)	(5,073,896)	(5,226,113)	(5,382,896)	(5,544,383)	(5,710,715)	(5,882,036)	(6,058,497)	(6,240,252)
Projects - Active Incentive Agreements - CC973005															
Bell Textron Inc.	-	-	(1,000,000)	(1,500,000)	-	-	-	-	-	-	-	-	-	-	-
Six Flags Southeast Project / Intercon Environmental	-	-	(286,316)	-	-	-	-	-	-	-	-	-	-	-	-
Center Street Gateway Project	-	-	(5,845,034)	(1,500)	-	-	-	-	-	-	-	-	-	-	-
First Rate	-	-	(500,000)	(500,000)	(500,000)	-	-	-	-	-	-	-	-	-	-
TMAC	-	-	-	(5,000)	(95,000)	-	-	-	-	-	-	-	-	-	-
Small Business Initiatives	-	-	-	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)	(550,000)
Sportec (startup incentive)	-	-	-	(750,000)	(250,000)	-	-	-	-	-	-	-	-	-	-
Sportec (hiring grant)	-	-	-	-	(10,000)	(10,000)	(12,500)	-	-	-	-	-	-	-	-
Town North Redevelopment	-	-	-	-	-	-	-	(2,361,600)	-	-	-	-	-	-	-
Go For Three / Sheraton redevelopment - 6(a) Parking Facility Contributions	-	-	-	-	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)	(1,000,000)	-	-	-	-
Go For Three / Sheraton redevelopment - 5(a) Permit/Completion Guarantee	-	-	-	-	-	(5,000,000)	-	-	-	-	-	-	-	-	-
FBO property acquisition / airport development	-	-	-	(9,500,000)	-	-	-	-	-	-	-	-	-	-	-
Espace	-	-	-	-	(2,500,000)	(2,500,000)	-	-	-	-	-	-	-	-	-
E-space building debt service	-	-	-	-	-	-	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)
Eden Cooper Business Park	-	-	-	-	(3,407,000)	-	-	-	-	-	-	-	-	-	-
Project Orange VBI Group, Inc. dba Ikon Technologies	-	-	-	-	(7,000,000)	-	-	-	-	-	-	-	-	-	-
Mozeer (passed EDC Board 09.24.24; passed Council 10.08.2024)	-	-	-	-	(1,132,728)	(507,728)	(507,728)	(507,728)	(507,728)	(507,728)	(507,728)	-	-	-	-
Total Active Incentive Projects	-	-	(7,631,350)	(12,806,500)	(17,778,061)	(30,901,061)	(5,703,561)	(8,052,661)	(5,691,061)	(5,691,061)	(4,357,728)	(2,850,000)	(2,850,000)	(2,850,000)	(2,850,000)
TOTAL EXPENDITURES	(311,151)	(865,799)	(9,203,821)	(14,811,165)	(23,416,992)	(36,709,160)	(11,669,944)	(14,182,076)	(12,004,359)	(12,177,320)	(11,022,137)	(9,714,341)	(9,903,340)	(10,098,009)	(10,315,450)
Value of Fixed Assets (Land)	-	-	5,822,084	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	10,853,564	33,352,739	55,006,031	67,209,750	97,700,602	91,905,504	111,727,999	130,665,747	153,398,245	177,752,388	205,147,746	235,885,936	268,632,054	303,489,767	340,550,662

italics indicate projections

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

REVENUE Assumptions:

FY24 Sales Tax Revenue projections based on actuals to-date plus assumption for remaining months of the year; FY25 is based on projected budget; all out years assume 3% growth
 FY24 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%

Operations EXPENDITURE Assumptions:

FY24 operations expenditure projections based on actuals to-date plus assumptions for the remaining months, which includes one-time expenditure of \$1m for tenant improvement expenses at Choctaw Stadium
 FY25 is based on proposed 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 closing 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 \$1.5m.
 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

October 2024 Report



SOUTH ARLINGTON SUBMARKET

The South Arlington retail submarket holds a vacancy rate of 4.9% as of the fourth quarter of 2024 (down from 5.0% last year), marginally above the DFW norm of 4.5%. Rents have increased to around \$22.00/SF with 55,000 SF of positive net absorption and 31,000 SF of new space delivered in the past year. Approximately 74,000 SF is under construction. Recent sales totaled \$13.7 million across 36 transactions, covering 270,000 SF.

12 Mo Deliveries in SF

31.4K

12 Mo Net Absorption in SF

55K

Vacancy Rate

4.9%

Market Asking Rent Growth

5.5%

AVAILABILITY	SUBMARKET	MARKET
Market Asking Rent/SF	\$21.72 ↓	\$24.34 ↓
Vacancy Rate	4.9% ↓	4.5% ↓
Vacant SF	920K ↓	21.2M ↓
Availability Rate	4.5% ↓	4.9% ↓
Available SF Direct	817K ↓	22.9M ↓
Available SF Sublet	15K ↓	388K ↓
Available SF Total	832K ↓	23.2M ↓
Months on Market	12.9	11.2

INVENTORY	SUBMARKET	MARKET
Existing Buildings	1,255 ↓	36,408 ↓
Inventory SF	18.6M ↓	473M ↓
Average Building SF	14.8K ↓	13K ↓
Under Construction SF	74.3K ↓	4.1M ↓
12 Mo Delivered SF	31.4K ↓	4.1M ↓

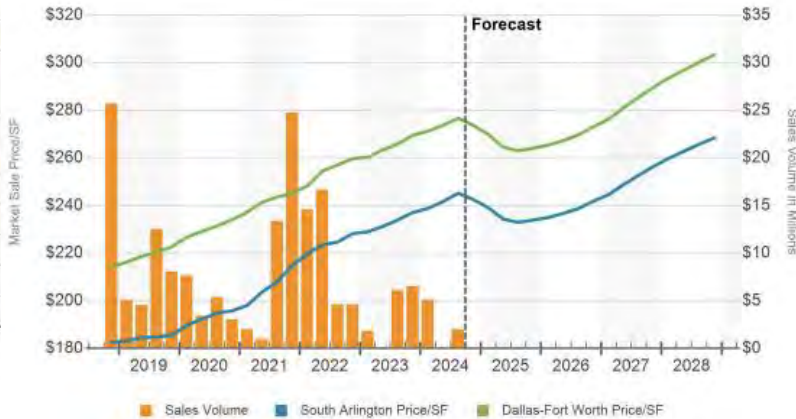
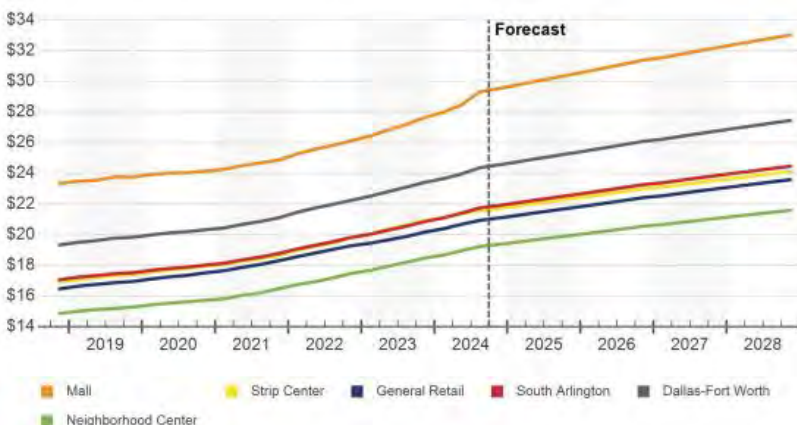
DEMAND	SUBMARKET	MARKET
12 Mo Net Absorption SF	55K ↓	3.4M ↓
12 Mo Leased SF	370K ↓	9.9M ↓
6 Mo Leasing Probability	30.1%	30.8%

SALES	SUBMARKET	MARKET
12 Mo Transactions	36 ↓	1,283 ↓
Market Sale Price/SF	\$245 ↓	\$277 ↓
Average Market Sale Price	\$3.6M ↓	\$3.6M ↓
12 Mo Sales Volume	\$13.7M ↓	\$483M ↓
Market Cap Rate	6.4% ↓	6.5% ↓

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

MARKET ASKING RENT PER SF

SALES VOLUME & PRICE PER SF



City of Arlington Retail Overview

October 2024 Report



SOUTH ARLINGTON SUBMARKET

PROPERTIES UNDER CONSTRUCTION

All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
178,680	110,270	74,326	34,853

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PROPERTIES SOLD

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
36	6.4%	\$258	12.2%

SALE COMPARABLE LOCATIONS



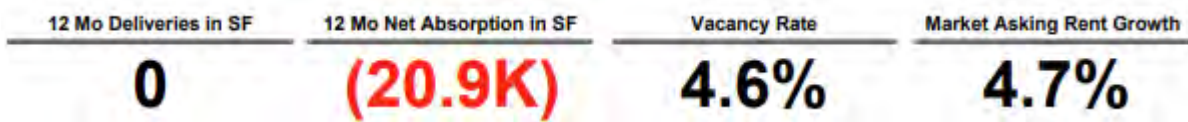
City of Arlington Retail Overview

October 2024 Report



NORTH ARLINGTON SUBMARKET

North Arlington's retail submarket shows a 4.6% vacancy rate as of the fourth quarter of 2024, up 0.2% from last year, with 21,000 SF of negative absorption. Rents have risen 4.7% to approximately \$22.00/SF. Over the past year, there were 14 sales totaling \$11.7 million across 140,000 SF. Vacancies stand at 2.4% in general retail buildings and 11.7% in neighborhood centers.



AVAILABILITY	SUBMARKET	MARKET
Market Asking Rent/SF	\$21.84 ↓	\$24.34 ↓
Vacancy Rate	4.6% ↓	4.5% ↓
Vacant SF	249K ↓	21.2M ↓
Availability Rate	5.2% ↓	4.9% ↓
Available SF Direct	275K ↓	22.9M ↓
Available SF Sublet	8.4K ↓	390K ↓
Available SF Total	283K ↓	23.2M ↓
Months on Market	10.7	11.2

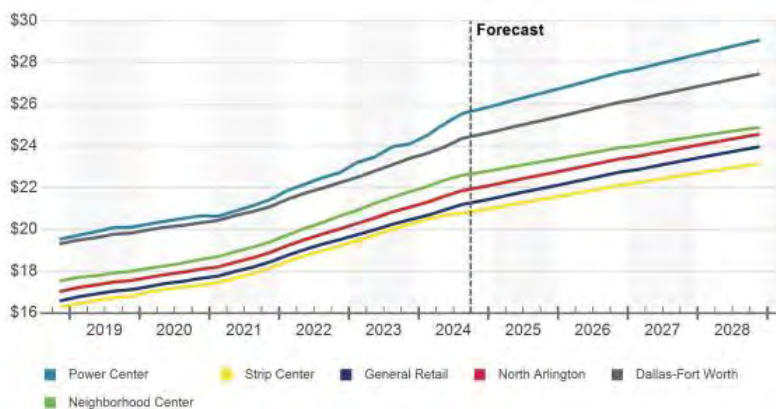
INVENTORY	SUBMARKET	MARKET
Existing Buildings	393 ↓	36,408 ↓
Inventory SF	5.4M ↓	473M ↓
Average Building SF	13.8K ↓	13K ↓
Under Construction SF	0 ↓	4.1M ↓
12 Mo Delivered SF	0 ↓	4.1M ↓

SALES	SUBMARKET	MARKET
12 Mo Transactions	14 ↓	1,283 ↓
Market Sale Price/SF	\$269 ↓	\$277 ↓
Average Market Sale Price	\$3.7M ↓	\$3.6M ↓
12 Mo Sales Volume	\$11.7M ↓	\$483M ↓
Market Cap Rate	6.4% ↓	6.5% ↓

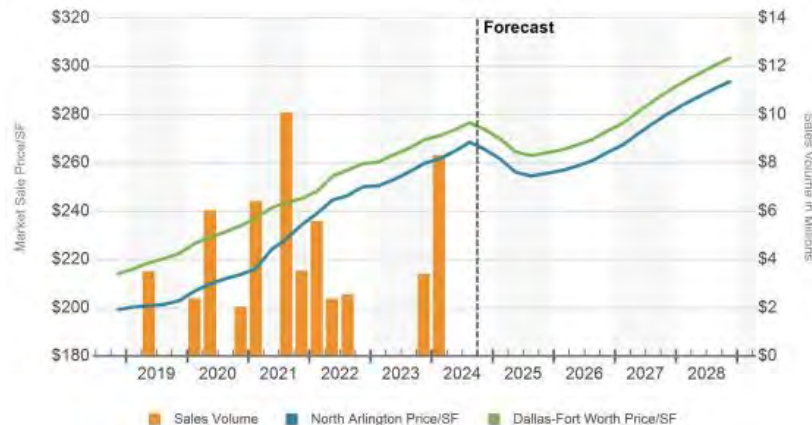
DEMAND	SUBMARKET	MARKET
12 Mo Net Absorption SF	(20.9K) ↓	3.4M ↓
12 Mo Leased SF	69.9K ↓	9.9M ↓
6 Mo Leasing Probability	26.2%	30.8%

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

MARKET ASKING RENT PER SF



SALES VOLUME & PRICE PER SF



City of Arlington Retail Overview

October 2024 Report



NORTH ARLINGTON SUBMARKET

PROPERTIES UNDER CONSTRUCTION

All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
32,756	9,297	0	0

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PROPERTIES SOLD

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
14	6.4%	\$312	24.9%

SALE COMPARABLE LOCATIONS





AEDC Eligible Industries Snapshot

FY2024Q1 Eligible NAICS Codes Industry Summary for Arlington, Texas

October 15, 2024

INDUSTRY		CURRENT SNAPSHOT			5-YEAR HISTORY		1-YEAR FORECAST			
		EMPLOYEES	AVG. ANN. WAGES	LQ*	EMP. CHANGE	ANN. % CHANGE	TOTAL DEMAND	EXITS	EMP. GROWTH	ANN. % GROWTH
CROPS, ANIMAL PRODUCTION, FORESTRY	NAICS 111-115	69	\$49,916	0.06	-19	-3.2%	9	3	0	0.8%
MINING, OIL, & GAS EXTRACTION	NAICS 211-213	72	\$128,787	0.19	2	-1.1%	6	2	0	1.1%
UTILITIES	NAICS 221	2,012	\$108,889	2.12	439	-1.9%	194	74	14	0.2%
MANUFACTURING	NAICS 331-339	16,000	\$71,575	1.10	2,437	6.6%	1,764	624	134	0.7%
WHOLESALE TRADE, TRANSPORTATION, & WAREHOUSING	NAICS 42, 48-49	14,249	\$77,572	0.86	2,254	1.4%	1,691	621	171	0.9%
INFORMATION	NAICS 51	1,238	\$79,040	0.38	-297	-5.5%	122	40	16	1.2%
SECURITIES, COMMODITY CONTRACTS, & FINANCIAL INVESTMENT ACTIVITIES	NAICS 523	637	\$110,413	0.75	252	10.4%	59	20	10	1.7%
INSURANCE CARRIERS & RELATED ACTIVITIES	NAICS 524	2,732	\$88,073	0.66	162	-8.1%	276	103	40	1.4%
FUNDS, TRUSTS, AND FINANCIAL VEHICLES	NAICS 525	23	\$63,536	1.08	5	6.4%	2	1	0	2.2%
ARCHITECTURAL & ENGINEERING SERVICES	NAICS 5413	1,771	\$82,229	1.07	313	7.3%	160	57	22	1.2%
COMPUTER SYSTEM DESIGN SERVICES	NAICS 5415	1,535	\$125,041	0.54	596	10.3%	146	40	38	2.5%
MANAGEMENT, SCIENTIFIC, & TECHNICAL CONSULTING SERVICES	NAICS 5416	1,895	\$103,841	1.08	757	10.0%	195	64	33	1.8%
SCIENTIFIC RESEARCH AND DEVELOPMENT	NAICS 5417	446	\$85,012	0.94	267	34.2%	42	13	6	1.4%
OTHER PROFESSIONAL, SCIENTIFIC, & TECHNICAL SERVICES	NAICS 5419	1,250	\$63,208	1.07	16	-1.1%	152	51	24	1.6%
MANAGEMENT OF COMPANIES & ENTERPRISES	NAICS 551	1,121	\$92,787	0.40	69	1.3%	116	39	20	1.8%
TELEPHONE CALL CENTERS	NAICS 56142	560	\$91,987	1.27	-239	-6.9%	69	27	5	0.9%

*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.

Staff Report



Professional Services Contract with M4 Realty Advisors, LLC- Renewal and Modification of Contract	
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AEDC Meeting Date: 10-15-2024	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute a Renewal and Modification of Contract for the Professional Services Contract for assistance with real estate matters with M4 Realty Advisors, LLC.

PRIOR BOARD OR COUNCIL ACTION

On October 18, 2022, the AEDC Board of Directors approved Resolution No. 22-005 authorizing the Executive Director to execute a one-year Professional Services Contract with M4 Realty Advisors, LLC.

On October 17, 2023, the AEDC Board of Directors approved Resolution No. 23-015 authorizing the Executive Director to execute a Renewal and Modification of Contract for the Professional Services Contract with M4 Realty Advisors, LLC.

ANALYSIS

To advance the goals of the adopted Economic Development Strategy, the AEDC Executive Director would like to renew, for a one-year period, the Professional Services Contract with M4 Realty Advisors, LLC. M4 Realty Advisors, LLC, a licensed real estate brokerage with staff who have served the Arlington and greater North Texas community for decades, will provide professional services to the AEDC.

These services include identification of sites ready for development or redevelopment that would be necessary for the creation or retention of primary jobs and/or necessary to promote or expand business enterprises; pursuit of opportunities that foster expansion and renovation of existing corporate office properties, development of new corporate office properties, and redevelopment of existing infill sites that will promote job retention or creation; policy and zoning coordination; assist City staff with market assessments and trend analysis as well as develop and implement strategies for redevelopment to align with the Economic Development Strategic Plan; provide mentorship and development to City staff on real estate market trends, processes, and strategies; assist in fostering relationships between City staff and economic development stakeholders; and promotion of new economic development opportunities for Arlington by actively engaging with regional and national real estate associations and implementing networking events targeted towards office and industrial tenant representatives and brokers.

The Contract will be renewed until October 31, 2025, and the compensation will remain at a rate of \$17,600/month with a total fee not to exceed \$211,200.

FINANCIAL IMPACT

The total financial impact of this agreement is \$211,200.

Funding is available in the AEDC account no. CC973010-61000-SC0533.

ADDITIONAL INFORMATION

Attached:	Resolution with Renewal and Modification of Contract
Under separate cover:	None
Available in the City Secretary's office:	None
Form 1295:	Yes
MWBE:	No

STAFF CONTACTS

Marty Wieder, AICP
AEDC 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 a Renewal and Modification of Contract for the Professional Services Contract with M4 Realty Advisors, LLC for assistance with real estate matters

WHEREAS, M4 Realty Advisors, LLC (“Consultant”) and the Arlington Economic Development Corporation (“AEDC”) entered into a Professional Services Contract approved by the AEDC Board of Directors by Resolution No. 22-005, subsequently amended by a Renewal and Modification of Contract executed on October 20, 2023, renewing and extending the term until October 31, 2024 and modifying the compensation amount (the Professional Services Contract and Renewal and Modification hereinafter collectively referred to as "Contract"); and

WHEREAS, Consultant and AEDC now desire to renew and modify the Contract in certain respects; NOW THEREFORE,

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

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Renewal and Modification of Contract for the Professional Services Contract with M4 Realty Advisors, LLC, of Arlington, Texas, for professional services in an amount not to exceed \$211,200. Funds are budgeted in AEDC account no. CC973010-61000-SC0533.

II.

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

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Alex Busken, Assistant Secretary

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

BY *Molly Shortall*

Renewal and Modification of Contract

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**Renewal and
Modification of Contract**

THIS Renewal and Modification of Contract (hereafter "Modification") is made and entered into on this _____ day of _____, 2024 (hereafter "Effective Date"), by and between **M4 REALTY ADVISORS, LLC**, whose address is 3100 Woodford Drive, Arlington, Texas 76013 (hereafter "CONSULTANT") and the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation acting by and through its authorized officers (hereafter "AEDC") municipal corporation located in Tarrant County, Texas, acting by and through its City Manger or his designee (hereafter "CITY").

W I T N E S S E T H:

WHEREAS, CONSULTANT and AEDC entered into a Professional Services Contract approved by the AEDC Board of Directors by Resolution No. 22-005, subsequently amended by a Renewal and Modification of Contract executed on October 20, 2023 renewing and extending the term until October 31, 2024 and modifying the compensation amount (the Professional Services Contract and Renewal and Modification hereinafter collectively referred to as "Contract"); and

WHEREAS, CONSULTANT and AEDC now desire to renew and modify the Contract in certain respects as set forth herein; NOW THEREFORE

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Contract shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree to renew and modify the Contract as follows:

I.

The Contract is renewed and the term is extended to run until October 31, 2025.

II.

Exhibit "A" of the Contract is modified and replaced in its entirety with Exhibit "A" attached hereto and incorporated herein.

III.

CONSULTANT recognizes that this Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

M4 REALTY ADVISORS, LLC

BY _____
KEVIN MCGLAUN

WITNESS:

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
MARTY WEIDER
Executive Director

ATTEST:

AEDC SECRETARY

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

BY _____

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

M4 REALTY ADVISORS, LLC
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **M4 REALTY ADVISORS, LLC**, an entity duly authorized to do business in the State of Texas, and as the _____ for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2024.

Notary Public in and for
The State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

ARLINGTON ECONOMIC DEVELOPMENT
CORPORATION
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **MARTY WEIDER**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation as the **Executive Directors** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2024.

Notary Public in and for
The State of Texas

My Commission Expires

Notary's Printed Name

EXHIBIT “A” Scope of Services

Consultant will provide the following services under this professional services contract:

1. Strategic Planning

- Work with City staff to develop and implement strategies that align with the City’s Economic Development Strategic Plan to redevelop underperforming, vacant or obsolete properties. As the City is largely built out, the focus of this strategic initiative will be on redevelopment, adaptive reuse, and long-range planning to breathe new life into existing sites that are no longer viable for their current use.

2. Market Assessment and Trend Analysis

- Assist City staff in conducting market assessments and trend analysis to identify areas of opportunity, including potential new uses for underperforming, vacant or obsolete properties, based on current and future demand to fill voids in the market, support new job creation, and fulfill other needs of the community.

3. Stakeholder Collaboration

- Work closely with City staff and private developers, property and businesses owners, community stakeholders, and City departments to facilitate successful redevelopment projects and support the formation of new jobs.

4. Marketing and Industry Engagement

- Work with City staff to promote the City’s economic development efforts and incubate new economic development opportunities, targeted primarily towards new job creation, by: identifying and actively engaging with targeted regional, national and international real estate associations (i.e., CoreNET Global, CREW, ICSC, NAOIP, NTCAR, TREC, TEDC, ULI, etc.) through actively participating on boards, committees, and industry panels, and attending meetings, conferences, and trade shows; implementing and sponsoring networking events targeted towards leading industrial, retail, and office tenant rep brokers and respective developers; and sponsoring at least one annual joint regional industry meeting or marketing event to be hosted in Arlington.

5. Policy and Zoning Coordination

- Work with City staff, Planning & Zoning Commission, and City Council to coordinate and plan for future economic development and job creation through identifying and implementing changes to City policies, ordinances, and zoning

regulations to support redevelopment efforts that align with the City's Economic Development Strategic Plan.

6. Financial Modeling and Funding Strategies

- Assist City staff in preparing and/or reviewing financial models and developing funding strategies including structuring grants and other incentives to support redevelopment efforts.

7. Site Acquisition and Land Activation

- Assist City staff in the identification, due diligence, and acquisition / assemblage of sites purchased by the City, business owners, or outside developers to be activated for future development and/or redevelopment to support the creation of new jobs.

8. Sustainability and Innovation

- Work with City staff to promote sustainable and innovative redevelopment practices, encouraging adaptive reuse and development approaches that align with the City's Economic Development Strategic Plan.

9. Staff Mentorship and Development

- Provide mentorship to City staff on real estate market analysis and trends, real estate development and redevelopment processes, and strategies for public-private partnerships to foster and grow a strong internal team capable of supporting the City's growth objectives and Economic Development Strategic Plan. This shall include monthly presentations in the months of January through September that share with staff case studies and/or specific real estate transactions to provide perspective on historical use of real estate to accomplish economic development objectives.

10. Staff Networking and Strategic Relationships

- Introduce City staff to key economic development stakeholders and network with them to build strategic relationships with: community leaders; local, regional, and national business owners, developers, brokers, and site selectors; and members of regional, national, and international trade associations to ensure collaboration and alignment with the City's Economic Development Strategic Plan.

Consultant will submit to the Arlington Economic Development Corporation a quarterly report documenting its activities to provide the services outlined above.

Staff Report



Amended and Restated Professional Services Contract for the Design of the Arlington Economic Development Corporation Offices	
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AEDC Meeting Date: 10-15-2024	Document Being Considered: Resolution
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RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute an Amended and Restated Professional Services Contract for architectural design services for the AEDC offices with SBL Architecture, Inc. in an amount not to exceed \$64,500, to be retroactively effective to August 5, 2022, and ratifying previous payments in the amount of \$43,619.59.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

In 2022 and 2024, the AEDC and SBL Architecture, Inc. entered into letter agreements relative to the design of the AEDC offices within Choctaw Stadium. This Amended and Restated Professional Services Contract amends the contract terms to make them consistent with City of Arlington standard terms and conditions and adds on services for low voltage design services and an \$8,000 contingency. The design of the AEDC offices has been complete for several months and construction is underway. SBL Architecture will provide construction administration services through the completion of the project.

FINANCIAL IMPACT

The actual total financial impact for this contract is \$64,500. For services previously provided and invoiced in FY23 and FY24, the AEDC has already paid in full a total of \$43,619.59. There is an additional \$12,880.41 left on the contract for services to be provided and invoiced in FY24 and FY25 plus an \$8,000 contingency for any additional work that may be required to complete the project.

ADDITIONAL INFORMATION

Attached:	Resolution and Professional Services Contract
Under separate cover:	None
Form 1295:	Requested

STAFF CONTACTS

Marty Wieder, AICP
AEDC 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 Amended and Restated Professional Services Contract for the design of the Arlington Economic Development Corporation offices with SBL Architecture, Inc. in an amount not to exceed \$64,500, to be retroactively effective to August 5, 2022, and ratifying previous payments in the amount of \$43,619.59

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, on August 5, 2022, the AEDC and SBL Architecture, Inc (“Consultant”) entered into a letter agreement relative to the architectural design services for the proposed AEDC office space relocation to Choctaw Stadium (hereinafter referred to as “2022 Letter Agreement”); and

WHEREAS, Section 6 of the 2022 Letter Agreement contemplated executing a final form agreement, which did not occur; and

WHEREAS, on March 26, 2024, the AEDC and CONSULTANT entered into a letter agreement for additional architectural design services relative to the redesign of AEDC office space at Choctaw Stadium (hereinafter referred to as “2024 Letter Agreement”), with the 2024 Letter Agreement being subject to the terms and conditions of the 2022 Letter Agreement (the 2022 Letter Agreement and 2024 Letter Agreement shall hereinafter be referred to as the “Amended Original Letter Agreement”); and

WHEREAS, the Consultant is qualified to provide such services and is willing to undertake such services for AEDC in exchange for fees hereinafter specified; and

WHEREAS, the AEDC and Consultant desire to amend and restate the terms of the Amended Original Letter Agreement, and have this Contract supersede and replace the Amended Original Letter Agreement, retroactively effective as of August 5, 2022; 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 Amended and Restated Professional Services Contract for architectural design services for the AEDC offices with SBL Architecture, Inc. in an amount not to exceed \$64,500, to be retroactively effective to August 5, 2022, and ratifying previous payments in the amount of \$43,619.59.

III.

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

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Alex Busken, Assistant Secretary

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

BY *Beth Miller Atkinson*

Amended and Restated Professional Services Contract

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AMENDED AND RESTATED
PROFESSIONAL SERVICES CONTRACT

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES CONTRACT (hereinafter referred to as "Contract") is entered into on this _____ day of _____, 20__, by and between the ARLINGTON ECONOMIC DEVELOPMENT CORPORATION, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "AEDC"), and SBL ARCHITECTURE, INC., whose address is 1000 Ballpark Way, Ste 200, Arlington, Texas 76011 (hereinafter referred to as "CONSULTANT").

WHEREAS, on August 5, 2022, the AEDC and CONSULTANT entered into a letter agreement relative to the architectural design services for the proposed AEDC office space relocation to Choctaw Stadium (hereinafter referred to as "2022 Letter Agreement"); and

WHEREAS, Section 6 of the 2022 Letter Agreement contemplated executing a final form agreement, which did not occur; and

WHEREAS, on March 26, 2024, the AEDC and CONSULTANT entered into a letter agreement for additional architectural design services relative to the redesign of AEDC office space at Choctaw Stadium (hereinafter referred to as "2024 Letter Agreement), with the 2024 Letter Agreement being subject to the terms and conditions of the 2022 Letter Agreement (the 2022 Letter Agreement and 2024 Letter Agreement shall hereinafter be referred to as the "Amended Original Letter Agreement"); and

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

WHEREAS, the AEDC and CONSULTANT desire to amend and restate the terms of the Amended Original Letter Agreement, and have this Contract supersede and replace the Amended Original Letter Agreement, retroactively effective as of August 5, 2022.

NOW, THEREFORE in consideration of the mutual promises and agreement of the parties hereinafter set forth, the Parties agree that the Amended Original Letter Agreement is hereby modified, amended, and restated in its entirety, as follows:

I.
EMPLOYMENT OF CONSULTANT

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

or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II. SCOPE OF SERVICES

The services to be performed by CONSULTANT under this Contract include but are not limited to the services described in Exhibits "A," "B," and "C" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibits "A," "B," or "C" and this Contract, this Contract shall be binding on both parties.

III. COMPENSATION

For the satisfactory performance of the professional services described in Exhibits "A," "B," and "C", the AEDC agrees to compensate CONSULTANT on the basis set forth in Exhibits "A," "B," and "C," which are attached hereto. It is mutually understood and agreed that compensation for the services will be the lump sum fee in an amount not to exceed SIXTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$64,500) for the specified services.

CONSULTANT shall submit invoices for services rendered, based upon the percentage complete of the defined services. AEDC shall make payments in the amount shown by CONSULTANT approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. Nothing contained in this Contract shall require AEDC to pay for any work that is unsatisfactory as determined by AEDC or which is not submitted in compliance with the terms of this Contract. AEDC will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which AEDC may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONSULTANT will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV. OWNERSHIP OF DOCUMENTS

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

V. TERM

This Contract shall be retroactively effective to August 5, 2022, and shall terminate upon completion of the Scope of Services unless terminated earlier in accordance with this contract.

VI. TERMINATION

AEDC may terminate this Contract without cause and without any penalty or liability upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT and all subcontractors will, upon final payment to CONSULTANT, be delivered to AEDC and shall become the property of AEDC. AEDC shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice AEDC for all work performed within thirty (30) days of termination notice. AEDC shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VII. INSURANCE

A. CONSULTANT shall at CONSULTANT's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all the insurance required under this contract and such insurance has been approved by AEDC, nor shall CONSULTANT allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

1. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.
2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONSULTANT's liability for injury to or death of employees of City of Arlington or AEDC, and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.

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

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

- If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);
3. The term "Owner" or "City" or "AEDC" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City or the AEDC and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City or the AEDC.
 4. The policy phrase "other insurance" shall not apply to City or AEDC where city or AEDC is an additional insured on the policy; and
 5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. CONSULTANT agrees to the following:

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

City of Arlington
Department of Asset Management - Mail Stop 01-0140
Attn: Alf Bumgardner, Construction Manager
PO Box 90231
Arlington, Texas 76004-3231

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

VIII.
CONSULTANT's COORDINATION WITH AEDC

CONSULTANT shall hold periodic conferences with AEDC so that the Services can be performed with the full benefit of the AEDC's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. AEDC shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Services. CONSULTANT may show justification to AEDC of

changes in design from AEDC standards due to the judgment of CONSULTANT of a cost savings to AEDC and/or due to the surrounding topographic conditions. AEDC shall make the final decision after appropriate approval as to any changes. CONSULTANT is held responsible by AEDC for any and all necessary revisions made to the final Evaluation due to the CONSULTANT's errors and negligent acts or omissions as well as any change in topographic conditions resulting from CONSULTANT's delay in completing the final Services.

IX. **RIGHT TO INSPECT RECORDS**

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

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

X. **CONSULTANT'S LIABILITY**

Acceptance of the project by AEDC shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by AEDC for any defect in the designs, working drawings, specifications or other documents and work, nor shall such acceptance be deemed an assumption of responsibility or liability by AEDC for any defect in the designs, working drawings, specific actions or other documents prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

XI. **INDEMNIFICATION**

CONSULTANT does hereby covenant and contract to indemnify and hold harmless AEDC and the City of Arlington (hereinafter "City") and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise

by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONSULTANT as well as any negligent omission, act or error of CONSULTANT, its officials, officers, agents, employees and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and AEDC or City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to AEDC or City under Texas law or waive any defenses of CONSULTANT or AEDC or City under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against AEDC, City, or CONSULTANT.

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

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The CONSULTANT as allowed by Texas Local Gov't Code Sec. 271.904 will still name AEDC as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XII. INDEPENDENT CONTRACTOR

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

XIII.
SUCCESSORS AND ASSIGNS

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

XIV.
APPLICABLE LAW

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

XV.
SEVERABILITY

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

XVI.
DEFAULT

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then AEDC shall have the right, if CONSULTANT shall not cure any such default within thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by AEDC shall not be deemed a waiver of any other right or remedy of AEDC. If, after exercising any such remedy due to CONSULTANT nonperformance under this Contract, the reasonable cost to AEDC of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse AEDC for such excess.

XVII.
REMEDIES

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

XVIII.
ENTIRE AGREEMENT

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

IXX.
NON-WAIVER

It is further agreed that one (1) or more instance of forbearance by AEDC or CONSULTANT in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

XX.
HEADINGS

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

XXI.
CHANGES

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

XXII.
CONFLICT OF INTEREST

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

XXIII.
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen. CONSULTANT assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of AEDC or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. CONSULTANT shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that AEDC shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by AEDC as to the time of such performance and the delay of AEDC in fulfilling such requirement shall not result in liability of any kind on the part of AEDC except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIV.
VENUE

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

XXV.
EQUAL EMPLOYMENT OPPORTUNITY

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

XXVI.
**PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON
BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

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

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

The CONSULTANT agrees to provide information about its minority status at time of contract execution. CONSULTANT will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for CONSULTANT and any applicable firms. CONSULTANT will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request. It will be the CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

XXVII.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (AEDC and CONSULTANT) specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with AEDC or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by Contract or operation of law, any third person or entity from obligations owing by them to either AEDC or CONSULTANT.

XXVIII.
NOTICES

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

Alf Bumgardner, AIA
Construction Manager
Department of Asset Management
City of Arlington
Mail Stop 01-0140
Post Office Box 90231
Arlington, Texas 76004-3231

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

XXIX.
ISRAEL PROVISION

Pursuant to Chapter 2270 of the Texas Government Code, the CONSULTANT verifies by signing this Contract that the CONSULTANT does not boycott Israel and will not boycott Israel during the term of this Contract.

XXX.
VERIFICATION RELATING TO
BOYCOTTING ENERGY COMPANIES

The State of Texas has passed legislation, which is codified in Chapter 2274 of the Texas Government Code, that prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor, by signing below, verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. This verification, when executed, will be attached to the contract and become a part of the contract for all purposes.

XXXI.
VERIFICATION RELATING TO
DISCRIMINATING AGAINST FIREARM OR AMMUNITION INDUSTRIES

The State of Texas has passed legislation, which is codified in Chapter 2274 of the Texas Government Code, that prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor, by signing below, verifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract. This verification, when executed, will be attached to the contract and become a part of the contract for all purposes.

XXXII.
TITLE VI

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit

bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Arlington or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Arlington shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

SBL ARCHITECTURE, INC.

BY _____

Printed Name _____

Title _____

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____

MARTY WIEDER
Executive Director

ATTEST:

ALEX BUSKEN
City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

CONSULTANT'S
Acknowledgment

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION'S
Acknowledgment

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

Exhibit “A”



July 18, 2022

Mr. Broderick Green
Executive Director
Arlington Economic Development Corporation
101 W. Abram Street
Arlington, TX 76004

Re: **Choctaw Stadium – Arlington Economic Development Corp. Office Relocation
Initial Design Agreement Between Owner & SBL Architecture, Inc.**

Dear Mr. Green:

SBL Architecture, Inc (SBL) is pleased to submit this Proposal and Initial Agreement for the architectural design services required for the proposed office space relocation to Choctaw Stadium in Arlington, Texas. The proposed location for the Economic Development Corporation (EDC) offices is in the space currently utilized for hotel mock-ups on the top level of the CVB offices. The new suite will be approximately 1,800 SF on the Second Floor. We understand that you wish to begin architectural and engineering services soon based on our recent meeting with you and Mr. McLeland, of CVB. The intent is to finalize the scope of the project and budget through completion of the design phases and produce the construction documents for permitting and bidding so the space can be built for EDC to occupy by June or July 2023.

The Project:

We understand that the project will involve planning and design for development of the following:

- The Second Floor level will require partial renovations and finish upgrades to accommodate the needs of the new suite. We anticipate the suite will include office areas, a conference room, break room, collaborative space and miscellaneous support areas. The scope of the project will include renovation of the existing HVAC and electrical systems to serve the new suite.
- We will determine the accessibility needs (ADA, TAS) for the new suite and address those in our design. We will coordinate with TDLR for their review and inspection when complete.

The Agreement:

We have identified, in general, the terms and conditions of an Agreement Between Owner and Architect for the architectural and engineering services required for the project. This letter, when executed by both parties, will serve as our Agreement for this engagement until the final form of Agreement (AIA Standard Form of Agreement Between Owner and Architect) is prepared and executed for the remainder of the project services. The terms of the Agreement are as follows:

1. Time:

The effective date of our Agreement will be the date this letter is executed. We estimate it will take approximately 8 - 10 weeks to complete the design and construction document

phases, unless scope decisions by the Owner delay the design progress. We understand the ultimate goal of the project is to complete the design and obtain permits so EDC can move into the space in June or July 2023.

2. Scope of Services:

SBL will provide the architectural and engineering services customarily provided under the terms and conditions of the AIA Standard Form of Agreement Between Owner and Architect, with Basic Services delineated as follows:

Basic Services will include:

- **Architectural services:** Including initial planning and design to finalize the scope of the project and budget. We will conduct a few planning meetings with you and any other stakeholders you designate and produce planning options for your approval. The goal will be to produce designs of the required renovations and work with a cost estimator to finalize the anticipated budget for the project. We assume we can work with Manhattan Construction (or other Owner approved contractor) to obtain cost input. We will then produce construction documents, assist with the contractor bidding and permitting process and provide construction administration services to completion of the project.
- **Marketing package development:** including the production of plan exhibits and 3D print media (1 – 2 renderings and vignette sketches, as needed) for the use of Owner in presentations for securing project approvals and funding.
- **Mechanical, Electrical and Plumbing Engineering: Telios Engineering** will assist us with the M/E/P design for the project. They will produce the design documents to aid in the conceptual efforts of identifying the major HVAC components, electrical distribution and plumbing systems. They will prepare the final construction documents and assist us in permitting and construction administration related to the M/E/P systems.

Basic Services will not include* (unless requested by Owner**):

- Site survey.
- Geotechnical Investigation.
- Civil Engineering.
- Structural Engineering
- Landscape Design.
- Assistance with FF&E design and coordination (furniture systems, artwork, signage, accessories, etc.).
- Detailed Cost Estimating. We will coordinate with the general contractor of the Owner's choice and assist in developing the overall project budget requirements.
- The Survey of Existing Conditions customarily defined by the AIA Standard Form of Agreement Between Owner and Architect, which will be provided for a separate fee, if desired.

Footnotes regarding Services:

- * This list is not intended to be all inclusive of services not included under Normal Basic Services
- ** All of these Services, except Site Survey and Geotechnical Investigation, may be added to Architect's Basic Services, with the Fee for Basic Services adjusted accordingly, if requested by Owner.

3. Compensation:

We will provide the Basic Architectural Services required to complete the design / construction documents and construction administration services for a Fixed Fee of Twenty Five Thousand Dollars (\$25,000.00), plus Reimbursable Expenses. We include the fees required for Telios Engineering as consulting engineers. Reimbursable Expenses will be invoiced at cost plus 10 percent (1.1 times actual cost). We estimate reimbursable expenses to be approximately \$3,000.00 for this assignment (mainly printing and TDLR).

Basic Services and related Reimbursable Expenses will be invoiced on a monthly basis, commensurate with the percentage of the design work that is completed.

4. Termination and/or Abandonment:

In the event that Arlington EDC and SBL fail to execute the final form of Agreement for the remainder of the project, Arlington EDC's sole obligation under this Letter of Agreement will be payment for all services rendered, and expenses incurred, to the point of abandonment or termination.

5. Ownership of Documents:

All documents prepared by SBL for this project are instruments of service for use solely with respect to this project and, unless otherwise provided, the author of the documents shall be deemed the owner of the documents, except that Arlington EDC may keep and use the documents for internal purposes.

6. Final Form of Agreement:

Both parties will make every effort to finalize terms and conditions and to execute the final form of AIA Agreement for the remainder of the A/E services no later than thirty (30) days after the initial design/planning is commenced.

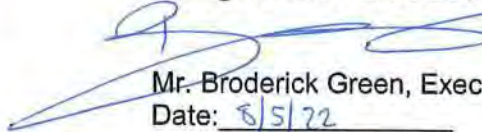
Please authorize the services related to the project noted above by executing and returning a copy of this Agreement to SBL Architecture, Inc.

Sincerely,
Sterling Barnett Little, Inc.



Michael K. Barnett, AIA
Principal

Accepted by
Arlington Economic Development Corporation



Mr. Broderick Green, Executive Director
Date: 8/5/22

Exhibit "B"



March 26, 2024

Mr. Marty Wieder
Executive Director
Arlington Economic Development Corporation
101 W. Abram Street
Arlington, TX 76004

Re: **Choctaw Stadium - Arlington Economic Development Corp. Office Relocation - Redesign**
Additional Services Proposal (30503.02)

Dear Mr. Wieder:

We appreciate your review of our Additional Services Proposal for the professional services required to redesign approximately 1,800 square feet on the Second Floor of the Choctaw Stadium in Arlington, Texas.

This Additional Services Proposal (ASP) includes the architectural and engineering services required to provide Construction Documents for the new layout that was approved by you on February 26, 2024. Telios Engineering will assist us with the M/E/P redesign and Construction Documents for the space. Per your request, our services will also include assistance with the selection of furniture.

We understand that you would like the revised Construction Documents to be completed as soon as possible and billed as an additional service. The remainder of our fee for Bid Negotiation and Construction Administration services will be billed under the original proposal dated July 18, 2022.

Based on this scope of work, our fee for the additional services, is as follows:

SBL Architecture, Inc & Telios Engineering Fee for Redesign / CD:	\$ 19,500.00
SBL Architecture, Inc Fee for Selection of Furniture:	\$ <u>3,000.00</u>
	\$ 22,500.00

These services are subject to the terms and conditions of the Proposal / Agreement dated July 18, 2022 and will be invoiced on a monthly basis. Total compensation for these Additional Services may not exceed the total listed here without the consent of the Owner.

Sincerely,
SBL Architecture, Inc.

Michael K. Barnett, AIA
Principal

Accepted by
Arlington Economic Development Corporation

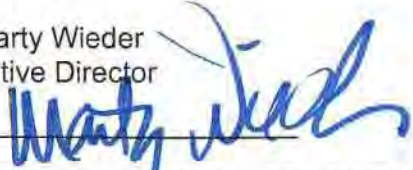
Mr. Marty Wieder
Executive Director
Date: 

Exhibit "C"



April 11, 2023

Mr. Marty Wieder
Executive Director
Arlington Economic Development Corporation
101 W. Abram Street
Arlington, TX 76004

Re: **Choctaw Stadium - Arlington Economic Development Corp. Office Relocation -
Low Voltage**
Additional Services Proposal (30503.01)

Dear Mr. Wieder:

We appreciate your review of our Additional Services Proposal for the professional services required to provide low voltage design for approximately 1,800 square feet on the Second Floor of the Choctaw Stadium in Arlington, Texas.

This Additional Services Proposal (ASP) includes the engineering services required to provide security, data and A/V design services. Telios Engineering services include a meeting with the owner, Construction Documents, Specifications and Construction Administration for the additional scope of work. Per your request, we are adding contingency to cover the City of Arlington plan review fee, TDLR inspection fee and any additional documentation or reimbursables required to complete the project.

We understand that you would like these additional services to be added to the original proposal dated July 18, 2022.

Based on this scope of work, our fee for the additional services, is as follows:

Telios Engineering Fee for Low Voltage Design Services	\$ 6,000.00
Contingency	<u>\$ 8,000.00</u>
Total	\$ 14,000.00

These services are subject to the terms and conditions of the Proposal / Agreement dated July 18, 2022 and will be invoiced on a monthly basis. Total compensation for these Additional Services may not exceed the total listed here without the consent of the Owner.

Sincerely,
SBL Architecture, Inc.

Michael K. Barnett, AIA
Principal

Accepted by
**Arlington Economic Development
Corporation**

Mr. Marty Wieder
Executive Director

Date: _____

Staff Report



Contract Modification No. 1 to Arlington Economic Development Corporation – Construction Services Contract for the AEDC Office Relocation	
--	--

AEDC Meeting Date: 10-15-2024

Document Being Considered: Resolution

RECOMMENDATION

Authorize the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute Contract Modification No. 1 to the Construction Contract for the AEDC Office Relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$32,307. DSA Contractors is an MWBE firm.

PRIOR BOARD OR COUNCIL ACTION

On July 30, 2024, the AEDC Board of Directors approved Resolution No. 24-014, authorizing the execution of a Construction Services Contract with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas for constructing improvements to office space at 1717 E. Randol Mill Road in Arlington in an amount not to exceed \$497,614.

On August 6, 2024, the City Council approved Resolution No. 24-200, authorizing the execution of a Construction Services Contract with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas for constructing improvements to office space at 1717 E. Randol Mill Road in Arlington in an amount not to exceed \$497,614.

ANALYSIS

Contract Modification No. 1 is for additional costs related to rerouting a sanitary drain line to avoid an existing steel beam (\$6,556.99) and providing labor, material, and equipment to hot tap into existing chilled water lines. The cost for isolation valves that are called for on the existing plans not available at this facility (\$7,010.74). These items are a result of unforeseen conditions. The sewer line could not be installed as drawn because of a steel beam that could not be moved.

Provide and install (6) additional roller shades and provide and install (2) electrical circuits to power (12) solar shade motors (\$5,868.50). These shades are used to block out direct sunlight into the new offices. The electrical and additional roller shades were requested after construction started.

Provide labor and materials to install new CDX fire rated plywood around new window openings for support to the windows (\$2,147.75). Provide labor 5/8" gypsum board and 20-gallon metal stud material to install (2) new 5" x 10" box beams. The plywood support for the windows and the box beams were added after the perimeter office wall was built. The beams and plywood were used to stabilize the wall.

Relocate one FCU and add additional ductwork and add two Type F light fixtures (\$10,723.02). This work was to make room for the IT equipment that was shown in the same area.

FINANCIAL IMPACT

The projected financial impact for this change order is as follows:

<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
\$32,307	\$0	\$0

Funding is available in the AEDC Professional Service Account No. CC973010-SC0583.

ADDITIONAL INFORMATION

Attached:	Resolution and Contract Modification
Under separate cover:	None
Available in the Purchasing Division:	Contract File
Form 1295:	Requested
MWBE:	No

STAFF CONTACTS

Marty Wieder, AICP
AEDC 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 Contract Modification No. 1 to the Construction Contract for the Arlington Economic Development Corporation office relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$32,307

WHEREAS, on August 7, 2024, the Arlington Economic Development Corporation (“AEDC”) and Cowboys Roofing LLC, dba DSA Contractors (“Contractor”) entered into a Construction Contract (“Contract”) for the Arlington Economic Development Corporation Office Relocation Project No: 24-0219; and

WHEREAS, AEDC and the Contractor desire to modify the Contract due to additional costs related to the installation of water lines and the rerouting of a sanitary drain line; NOW THEREFORE

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

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute Contract Modification No. 1 to the Construction Contract for the Arlington Economic Development Corporation office relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$32,307.

II.

A substantial copy of Contract Modification No. 1 is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Alex Busken, Assistant Secretary

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

BY Jonathan Moss

Contract Modification No. 1



THE STATE OF TEXAS §

COUNTY OF TARRANT § CONTRACT MODIFICATION NO. 01

THIS CONTRACT MODIFICATION NO. 01 is made and entered into this _____ **day of** _____, **2024**, by and between the ARLINGTON ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, located in Tarrant County, Texas, hereinafter referred to as "Owner" or "AEDC" and COWBOYS ROOFING, LLC dba DSA CONTRACTORS, with offices located at 2500 Texas Dr., Suite 101, Irving, Texas 75062, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, on **7th day of August, 2024**, AEDC and Cowboys Roofing, LLC, dba DSA Contractors, entered into a contract (as amended, hereinafter referred to as "Contract") for the Economic and Development Corporation Office Relocation Project No: 24-0219 and

WHEREAS, AEDC and Cowboys Roofing, LLC, dba DSA Contractors, desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

I.

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in the modification and the Contract, this modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

Cowboys Roofing, LLC, dba DSA Contractors will provide labor, material, and equipment to scope of work described in attachment "A".

II.

The add will not exceed **\$32,307**

This Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

EXECUTED this _____ day of _____, 2024.

COWBOYS ROOFING, LLC dba DSA
CONTRACTORS

BY: _____
Signature

Printed Name

Title

ARLINGTON ECONOMIC DEVELOPMENT
CORPORATION

BY _____
Signature

Printed Name MARTY WIEDER
Executive Director of AEDC

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, City Attorney

BY _____
Signature

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Marty Wieder**, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the Arlington Economic Development Corporation, a Texas non-profit corporation, and as **Executive Director of AEDC** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public In and For The State of Texas

Notary's Printed Name

ATTACHMENT "A"



DSA CONTRACTORS
BUILDING THE FUTURE WHILE RESTORING THE PAST

Proposed Change # **1**
Job # **24072**

Project: **Choctaw EDC**
Client: **COA**

Date: **9/4/2024**

Attn: **Robert Rinker**
From: Tim Ebel

Description: **Reroute Sanitary drain line to plumbing chase in floor below.**

Description	Amount
Provide and install additional 4" sanitary drain line and tie into plumbing chase.	\$ 4,494.00
Cut open sheet rock chase wall for access to tie in. Patch and paint sheet rock.	\$ 750.00
	<hr/>
	Subtotal \$ 5,244.00
	Supervision \$ 175.00
	Subtotal \$ 5,419.00
	Overhead 10% \$ 541.90
	Subtotal \$ 5,960.90
	Profit 10% \$ 596.09
	Subtotal \$ 6,556.99
	Sales Tax 0.00% \$ -
Total	<hr/> \$ 6,556.99

Schedule impact: 5 Days

Accepted:

Rejected:

By: _____ / _____
Date

ATTACHMENT "A"



DSA CONTRACTORS
BUILDING THE FUTURE WHILE RESTORING THE PAST

Proposed Change # **2**

Job # **24072**

Project: **Choctaw EDC**

Date: **9/4/2024**

Client: **COA**

Attn: **Robert Rinker**

From: **Tim Ebel**

Description: **HOT TAP CW lines for new FCU's**

Description	Amount
Provide labor, material and equipment to hot tap into existing CW lines.	\$ 5,594.00

Subtotal	\$ 5,594.00
Supervision	\$ 200.00
Subtotal	\$ 5,794.00
Overhead 10%	\$ 579.40
Subtotal	\$ 6,373.40
Profit 10%	\$ 637.34
Subtotal	\$ 7,010.74
Sales Tax 0.00%	\$ -
Total	\$ 7,010.74

Schedule impact: _____ Days

Accepted:

Rejected:

By: _____ /
Date

ATTACHMENT "A"



DSA CONTRACTORS
BUILDING THE FUTURE WHILE RESTORING THE PAST

Proposed Change # **3**

Job # **24072**

Project: **Choctaw EDC**

Date: **9/18/2024**

Client: **COA**

Attn: **Robert Rinker**

From **Tim Ebel**

Description: **Roller Shade Added motors**

Description	Amount
Provide and install (6) additional roller shade motors.	\$ 3,000.00
Provide and install (2) circuits supplying power to (12) roller shade motors.	\$ 1,575.00

Subtotal	\$ 4,575.00
Supervision	\$ 275.00
Subtotal	\$ 4,850.00
Overhead 10%	\$ 485.00
Subtotal	\$ 5,335.00
Profit 10%	\$ 533.50
Subtotal	\$ 5,868.50
Sales Tax 0.00%	\$ -
Total	\$ 5,868.50

Schedule impact: 3 Days

Accepted:

Rejected:

By: _____ / _____
Date

ATTACHMENT "A"



DSA CONTRACTORS
BUILDING THE FUTURE WHILE RESTORING THE PAST

Proposed Change # **4**

Job # **24072**

Project: **Choctaw EDC**

Date: **9/18/2024**

Client: **COA**

Attn: **Robert Rinker**

From Tim Ebel

Description: **Provide blocking support for storefront glass.**

Description	Amount
Provide labor and material to install new CDX fire rated plywoor around the new window openings for support to the windows.	\$ 1,650.00

Subtotal	\$ 1,650.00
Supervision	\$ 125.00
Subtotal	\$ 1,775.00
Overhead 10%	\$ 177.50
Subtotal	\$ 1,952.50
Profit 10%	\$ 195.25
Subtotal	\$ 2,147.75
Sales Tax 0.00%	\$ -
Total	\$ 2,147.75

Schedule impact: _____ Days

Accepted:

Rejected:

By: _____ / _____
 Date

ATTACHMENT "A"



DSA CONTRACTORS
BUILDING THE FUTURE WHILE RESTORING THE PAST

Proposed Change # **5**
 Job # **24072**

Project: **Choctaw EDC**
 Client: **COA**

Date: **9/18/2024**
 Rev **9/27/2024**

Attn: **Robert Rinker**
 From Tim Ebel

Description: **CB #3 Add Box beams, lights and relocate FCU**

Description	Amount
Provide labor, 5/8" gypsum board and 20ga metal stud material to install (2) NEW 5" x 10" box beams.	\$ 1,350.00
Relocate (1) FCU. Includes additional and rework ductwork.	\$ 4,555.00
Add (2) Type F Fixtures	\$ 2,732.00

Subtotal	\$ 8,637.00
Supervision	\$ 225.00
Subtotal	\$ 8,862.00
Overhead 10%	\$ 886.20
Subtotal	\$ 9,748.20
Profit 10%	\$ 974.82
Subtotal	\$ 10,723.02
Sales Tax 0.00%	\$ -
Total	\$ 10,723.02

Schedule impact: 7 Days

Accepted:

Rejected:

By: _____ / _____
 Date

Staff Report



Salcomp Manufacturing USA Corporation – Performance Agreement	
AEDC Meeting Date: 10-15-2024	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution superseding Arlington Economic Development Corporation (AEDC) Resolution No. 24-019, authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Performance Agreement with Salcomp Manufacturing USA Corporation relative to the establishment of their U.S. headquarters and expanded manufacturing facility in Arlington.

PRIOR BOARD OR COUNCIL ACTION

On September 24, 2024, the Arlington Economic Development Corporation Board approved Resolution No. 24-019 authorizing the Performance Agreement with Salcomp Manufacturing USA Corporation relative to the establishment of their U.S. headquarters and expanded manufacturing facility in Arlington.

ANALYSIS

The Arlington Economic Development Corporation approved a Performance Agreement with Salcomp Manufacturing USA Corporation on September 24, 2024. Upon submittal for City Council consideration, it was discovered that the incentive amount listed in the approved staff report and resolution (\$1,876,622) did not coincide with the incentive amount in the contract (\$1,890,000).

This amendment replaces the prior version approved in September to correct the incentive amount in the resolution to reflect the incentive amount in the contract. This will allow for full funding of the incentive if Salcomp is eligible to receive it.

FINANCIAL IMPACT

Payment(s) shall not exceed \$1,890,000 to include 30% of the actual infrastructure and site improvements, establishment of their U.S. headquarters and the job hiring grant up to \$2,500 per local resident or UTA graduates.

ADDITIONAL INFORMATION

Attached:	Resolution with Performance Agreement
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Marcus Young, MEDP, BREC
Sr. Economic Development Specialist
817-459-6117
Marcus.Young@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution superseding Resolution No. 24-019 authorizing the Executive Director to execute a Performance Agreement with Salcomp Manufacturing USA Corporation relative to the establishment of their U.S. headquarters and expanded manufacturing facility in Arlington

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

WHEREAS, Salcomp Manufacturing USA Corporation (“Salcomp”), a manufacturer of power supplies for mobile and other electronic devices and of microinverters for solar energy applications, seeks to establish its U.S. headquarters in Arlington, Texas; and

WHEREAS, Salcomp intends to retain existing primary jobs as well as create new primary jobs at the Premises as a result of the expansion and establishment of its U.S. headquarters in Arlington (the “Project”); and

WHEREAS, the Board of Directors for the Arlington Economic Development Corporation finds that providing a program of incentives for the Project is suitable for retention and expansion of manufacturing facilities and a national corporate headquarters facility; and

WHEREAS, the Board of Directors for the Arlington Economic Development Corporation has determined that the financial assistance provided to Salcomp pursuant to the Performance Agreement is consistent with and meets the definition of “project” as that term is defined in Chapter 501 of the Texas Local Government Code, and in particular Section 501.101; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, on September 24, 2024, the Board of Directors of the AEDC approved a project and authorized the execution of a Performance Agreement (“Agreement”) with Salcomp Manufacturing USA Corporation (“Salcomp”); however, the Agreement has not been executed by the parties; and

WHEREAS, AEDC now seeks to amend the language of the authorization of the Project given in AEDC Resolution 24-019 to bring it into harmony with the intents and purposes of the Agreement; 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 Resolution 24-019 is superseded by this Resolution in its entirety, and any authorizations provided by that resolution are now replaced by the authorizations of this Resolution.

III.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Performance Agreement with Salcomp Manufacturing USA Corporation to provide a performance grant in an amount not to exceed \$1,890,000 relative to the establishment of their headquarters and expanded manufacturing facility in Arlington.

IV.

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

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Alex Busken, Assistant Secretary

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

BY Jonathan Moss

Performance Agreement

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Performance Agreement

THIS Performance Agreement (hereafter referred to as “Agreement”) is executed on _____, 2024 (the “Effective Date”), by and between **SALCOMP MANUFACTURING USA CORP.**, an entity duly authorized to do business in the State of Texas, acting by and through its authorized officer (hereafter referred to as “OWNER”), and the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation acting by and through its authorized officer (hereafter referred to as “AEDC”).

W I T N E S S E T H:

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

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are (1) for the creation or retention of primary jobs; and found by the board of the directors to be required or suitable for the development, retention, or expansion of (A) manufacturing and industrial facilities...or (L) regional or national corporate headquarters facilities;” and

WHEREAS, the AEDC’s Board of Directors have determined that that the financial assistance provided to OWNER pursuant to this Agreement is consistent with and meets the definition of “project” as that term is defined in Chapter 501 of the Texas Local Government Code, and in particular Section 501.101; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code;

NOW THEREFORE, for and in consideration of the mutual premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AEDC and OWNER do hereby agree, covenant, and contract as set forth below:

I.
Definitions

- A. “Facilities Improvements” are the reasonable costs for OWNER creating an operational Headquarters facility and expanded manufacturing facility at the Premises. Said costs include, but are not limited to, equipment and services directly related to the establishment of three manufacturing lines, renovation of existing office space or expansion of office space on the premises, costs of constructing improvements for adapting the Premises to the necessary uses of the Headquarters, including utilities, telecommunications, or other technological improvements,

renovations and improvements to the exterior of the Premises, to the and other costs necessary for finishing out the Premises for use as Owner's Headquarters.

- B. "Headquarters" is defined as the primary site of OWNER's management and administrative functions in the United States of America.
- C. "Job" is defined as a permanent, full-time employment position that results in actual paid employment of an employee, not independent contractor, at the Project of at least 1,820 hours per position in a year. It shall not include part time employees.
- D. "Premises" are defined as the real property, land and improvements located at 2400 Centennial Drive, Arlington, Texas.
- E. "Project" is defined as the establishment of the OWNER's Headquarters to Arlington, Texas and the creation and maintenance of one-hundred and fifty-four (154) full-time jobs located in Arlington, Texas, and the expansion of manufacturing capacity at OWNER's facilities in Arlington, Texas.

II. **Term**

This Agreement shall be effective on the date of execution and shall expire on December 31, 2030 (the "Term"), unless otherwise sooner terminated in accordance with the terms of this Agreement.

III. **Improvement Conditions and Requirements**

- A. OWNER shall locate the majority of its management and administrative Jobs to the Premises by no later than June 30, 2025, and shall maintain this majority through the remainder of the Term.
- B. OWNER shall complete construction of its Facilities Improvements by no later than December 31, 2025. Completion of the Facilities Improvements shall be evidenced by OWNER sending written certification to the AEDC that the Headquarters and new manufacturing lines are in operation on the Premises. Additionally, OWNER agrees to expend at least Three Million Dollars (\$3,000,000) in constructing the Facilities Improvements.
- C. OWNER shall maintain a minimum of five hundred (500) Jobs at the Premises and shall create no less than one-hundred and fifty (150) new Jobs at the Premises and/or at another rented or owned location(s) located in the City of Arlington by no later than December 31, 2028, and such new Jobs shall be at an average annual wage of \$100,000 (the "high-wage Jobs"). OWNER shall maintain a minimum Jobs count of one thousand (1000) from January 1, 2030 through the remainder of the Term of this Agreement, and shall maintain a minimum of 150 high-wage Jobs. At

all times a majority of the Jobs hired and assigned pursuant to this Section III.C shall be included in the following sectors of the North American Industry Classification System: 31, 33.

- D. OWNER shall announce the establishment of its Headquarters in Arlington, Texas no later than December 31, 2024. During the Term of this Agreement, OWNER 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 AEDC's prior written permission.
- F. Throughout the Term, all activity on the Premises shall conform to the applicable building codes, zoning ordinances, and all other state, federal, or local laws, ordinances, and regulations. OWNER shall apply for and obtain all necessary governmental permits and approvals for construction and operation of the Project.
- G. Throughout the Term, OWNER shall not fail to render for taxation any property owned by OWNER and located within the City of Arlington.
- H. Throughout the Term, OWNER shall not allow the ad valorem taxes owed on any property owned by OWNER 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.
- I. During design and construction of the Facilities Improvements OWNER agrees to use diligent efforts and to cause its contractors and subcontractors to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, terms, quality, and price. OWNER also agrees to develop a policy that establishes a goal of thirty percent (30%) use by OWNER of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such contractors, subcontractors, or suppliers is vested in racial or ethnic minorities or women for design and construction of the Project, which such policy shall contain reasonable exclusions. Beginning in the first full calendar quarter after this Agreement is executed and continuing until the Project has been completed, OWNER shall provide the AEDC with a quarterly report detailing its progress towards the thirty percent (30%) goal.
- J. OWNER agrees to participate in annual outreach to, engagement of, and recruitment of University of Texas at Arlington students and graduates for internship and employment opportunities.

IV.
Incentive Program

In exchange for OWNER's development of the Project, AEDC agrees to provide the following incentive program:

A. Grants.

1. Facilities Improvements Reimbursement Grant. If all Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, the AEDC agrees to reimburse thirty percent (30%) of verified costs of constructing the Facilities Improvements, however, in no event shall the total reimbursement of the Facilities Improvements costs exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) (the "Reimbursement Grant"). The Reimbursement Grant will be available to the OWNER to fund applicable costs associated with the constructing the Facilities Improvements on the Premises. The CITY will reimburse the OWNER no more frequently than once per quarter, within 30 days of receipt of proof of payment by OWNER for the verified, actual expenses of constructing the facilities improvements, including labor, materials, design and engineering costs, furniture, fixtures and equipment.

2. Arlington Hire Grant – On an annual basis, beginning 2025 and ending in 2030, AEDC agrees to pay OWNER a grant payment as calculated below.
 - a. By April 1 of the year following each calendar year of the agreement, Appellant shall submit a Certification for hired Full-Time Employees to the AEDC. Certification shall be accompanied by an employment report generated by OWNER that documents the number of new hired Full-Time Employees for the previous calendar year, their position title, and their residential address.

 - b. The AEDC shall submit a grant payment of Two Thousand, Five Hundred and 00/100 dollars (\$2,500) for each employee hired who resides in Arlington, Texas. Such grant payment shall be made by June 1 of the calendar year in which the Certification is submitted.

 - c. In no case will the total grants under Subsection IV.A.2. exceed Thirty-Three Hundred and Ninety Thousand and 00/100 dollars (\$390,000). Once the AEDC has paid to the Owner grants totaling \$390,000, OWNER shall no longer be eligible to receive payments under this subsection IV.A.2.

V.

Records, Audits, and Inspections

- A. Additional Records and Information - Throughout the Term of this Agreement, OWNER shall furnish AEDC any additional records and information reasonably requested to support the Improvement Conditions and Requirements set forth in Article III of this Agreement or to substantiate or verify costs or requisites for payment under Article IV of this Agreement.
- B. Right to Audit Books and Records - AEDC shall have the right to audit the books and records of OWNER related to the grants. AEDC shall notify OWNER in advance in writing of their intent to audit to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the Term of this Agreement, AEDC shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Project is constructed, installed, maintained, and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the operation of the Premises. The inspections shall be conducted within a reasonable time after notice by AEDC.

VI.

Use of Premises

The Premises always shall be used in a manner that is consistent with City of Arlington's Unified Development Code and all other applicable federal, state, and local laws.

VII.

Breach and Recapture

- A. Breach - Subject to Section VII.B. below, a breach of this Agreement by OWNER may result in termination or modification of this Agreement and recapture by AEDC of grant payments made as set forth in Section VII.C below. OWNER's failure to satisfy any of the Conditions and Requirements as specified in Article III or OWNER's failure to provide records and information necessary to support the Improvement Conditions and Requirements, as specified in Article V, shall constitute a breach of this Agreement.
- B. Notice of Breach - If AEDC makes a reasonable determination that OWNER has breached this Agreement, then AEDC shall give OWNER written notice of such. OWNER has 60 days following receipt of said written notice to cure such breach or this Agreement may be terminated by AEDC, and recapture of grant payments made may occur pursuant to Section VII.C. below. Notice of breach and opportunity to cure shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Article X of this Agreement.

- C. Recapture - During the Term of this Agreement, should OWNER fail to timely cure a breach of this Agreement, AEDC may terminate this Agreement and recapture a percentage of the total amount of grant payments made under this Agreement set forth in this Section VII.C. If OWNER fails to timely cure a breach of this Agreement and the AEDC opts to terminate this Agreement, AEDC may recapture the full amount of the grant payments made under Article IV of this Agreement. It shall be the duty of AEDC to determine whether to require recapture and to demand payment of such or to stop future payments. Repayment of grant payments shall become due 60 days following receipt of such demand. The rights of AEDC to require recapture and demand repayment of grants made and the obligation of OWNER to pay such, shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the AEDC, to initiate any litigation necessary to pursue payment of recaptured grants pursuant to this Agreement.

VIII. Undocumented Workers

OWNER covenants and certifies that OWNER 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 OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER 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 OWNER receives notice of violation from the AEDC as provided by 2264.101(c) of the Texas Government Code.

IX. Effect of Sale or Lease of Property

The incentive program authorized by this Agreement shall not be assignable to any new owner or lessee of all or a portion of the Project unless such assignment is approved in writing by the AEDC with approval of the AEDC Board of Directors and Arlington City Council, which approval shall not be unreasonably withheld.

X. Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: Salcomp.
Attention:

AEDC: Arlington Economic Development Corporation
Attention: Executive Director
Post Office Box 90231
Arlington, Texas 76004-3231

cc: Arlington Economic Development Corporation
Attention: City Attorney's Office
Post Office Box 90231
Arlington, Texas 76004-3231

XI.
City Council Authorization

This Agreement was authorized by resolution of the AEDC Board of Directors and Arlington City Council authorizing the President of the AEDC to execute this Agreement on behalf of the AEDC.

XII.
Severability

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XIII.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the grant payments in effect, and such other matters reasonably requested by the party(ies) to receive the certificates.

XIV.
Owner's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, AEDC Board of Directors or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XV.
Applicable 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.

XVI.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and AEDC assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless AEDC from any such responsibility or liability. It is further understood and agreed among the parties that AEDC, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith.

XVII.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

XVIII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements

regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XIX.
Headings

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

XX.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator, or assign is valid in the place of the parties to this Agreement without the written consent of AEDC and such consent shall not be unreasonably withheld.

XXI.
Publicity and Press Releases

The parties to this Agreement agree not to release any press or news release pertaining to the content of this Agreement or Project without the prior written consent of the other party, such consent will not be unreasonably withheld.

XVII.
Survival of Obligations

All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

XVIII.
Petition for Election

OWNER acknowledges that this Agreement is an economic development project as defined by Section 501.103 of the Texas Local Government Code. Pursuant to Section 505.160 of the Texas Local Government Code, if a petition from more than ten (10) percent of the registered voters in the City of Arlington is filed within sixty (60) days of the publication notice of this project, which was published on June 14, 2024, an election shall be held before this project is undertaken or any expenditures are made. If an election is held the AEDC shall have no obligation to make the expenditures provided for in this Agreement unless and until the project has been successful approved by the voters. If a valid petition is filed, OWNER may request that this Agreement be terminated prior to any such election.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**SALCOMP MANUFACTURING USA
CORP.,**

BY _____
[Name]
[Title]
Date _____

WITNESS:

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
MARTY WIEDER
Executive Director
Date _____

ATTEST:

_____, AEDC Secretary

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

BY _____