

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

**AGENDA
September 24, 2024 AT 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 10, 2024 Meeting
- III. Standing Reports
 - A. Financial Reports
 - B. Real Estate Report
 - C. Industry Spotlight Report
- IV. Items for Action:
 - A. A resolution authorizing the Executive Director to execute a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company dba OMNIA Partners.
 - B. A resolution of the Board of Directors authorizing the Executive Director 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.
 - C. 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.
 - 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 Mozee, Inc.

A resolution of the Board of Directors authorizing the Executive Director to execute a Performance Agreement with Mozee, Inc. relative to the establishment of their headquarters and vehicle 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. Corporation Job Descriptions

C. Board Meeting Dates: November & December

D. Office Construction Update

E. 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 10, 2024

The Board of Directors of the Arlington Economic Development Corporation convened in Regular Session on September 10, 2024, at 4:00 p.m., in Arlington City Hall, 3rd Floor, 101 W. Abram Street, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Board Members:

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

Absent:

Paul Corson	§	Board Member
-------------	---	--------------

And

Marty Wieder	Executive Director
Trey Yelverton	City Manager
Jonathan Moss	Senior Attorney
Gus Garcia	Director of Economic Development
Ethan Klos	Treasurer
Stuart Young	Real Estate Manager
Sarah Stubblefield	Planning Manager
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

I. Call to Order

President M. Jacobson called the meeting to order at 4:02 p.m.

II. Consideration of Minutes

A. August 20, Meeting

Vice President M. Haddad made a motion to approve the minutes of the August 20, 2024, Board meeting. Seconded by Treasurer J. Whiteley. The motion carried with 5 ayes and 0 nays.

Approved

III. Items for Action:

- A. A resolution adopting FY25 Budget for the Arlington Economic Development Corporation.

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. 24-015

- B. A resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Second Amendment to the Master Agreement with espace Inc. and the City of Arlington, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

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

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

AEDC RESOLUTION NO. 24-016

IV. Executive Session

At 4:07 p.m., President M. Jacobson announced that the Board would convene in Executive Session.

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

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

Secretary J. Mwisongo arrived at 4:10 p.m.

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

At 4:28 p.m., President M. Jacobson announced the Executive Session was adjourned, and the Board immediately reconvened in Open Session.

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

Marty Wieder, Executive Director, presented. The Staffing Update included the introduction of Stephanie Hall, Operations and Events Administrator. He added that he has extended a conditional offer for the position of Executive Assistant Director. He is in the process of interviewing for the second position of Executive Assistant Director. Mr. Wieder expects to have hired at least six employees by year end and ultimately hire a total of eight. The Board asked to view job descriptions of the positions within the AEDC.

- VI. Future Agenda Items

The Board requested to reschedule the November and December AEDC Board of Directors Meetings.

- VII. Adjourn

There being no further business, the meeting was adjourned at 4:40 p.m.

COA Expenditures by Cost Center

Budget Structure	Non-Operating Budget
Amount Type	Activity
Period	FY24 - Jul
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	500,000	11,756,500	17,100	11,773,600	57,243,363	17.06%
61000:Purchase/Contract	69,016,963	500,000	11,756,500	17,100	11,773,600	57,243,363	17.06%
CC973010 Economic Development Corporation Operations	3,918,114	126,399	1,235,535	162,737	1,398,272	2,519,842	35.69%
50000:Salaries and Wages	674,492	34,211	344,532	-	344,532	329,960	51.08%
55000:Benefits	174,572	8,397	83,927	-	83,927	90,645	48.08%
60000:Supplies	400,000	370	88,934	-	88,934	311,066	22.23%
61000:Purchase/Contract	700,000	36,543	375,687	97,546	473,234	226,766	67.60%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	1,935	47,069	64,490	111,559	888,441	11.16%
65000:Miscellaneous Expense	755,000	44,739	251,338	50	251,389	503,611	33.30%
66000:Travel and Training	188,050	-	42,775	650	43,425	144,625	23.09%
67000:Interdepartmental Expense	6,000	205	1,272	-	1,272	4,728	21.20%

SALES TAX REVENUES

TOTAL	20,556,776	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
		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 - Jul

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	500,000	11,756,500	17,100	11,773,600	57,243,363	17.06%
61000:Purchase/Contract	69,016,963	500,000	11,756,500	17,100	11,773,600	57,243,363	17.06%
SC0533 - Special Services	-	500,000	11,755,000	-	11,755,000	(11,755,000)	0.00%
SC0574 - Professional Services	69,016,963	-	1,500	17,100	18,600	68,998,363	0.03%
CC973010 Economic Development Corporation Operations	3,918,114	126,399	1,235,535	162,737	1,398,272	2,519,842	35.69%
50000:Salaries and Wages	674,492	34,211	344,532	-	344,532	329,960	51.08%
SC50002 - Salaries: Operations	674,492	34,211	334,663	-	334,663	339,829	49.62%
SC50010 - Salaries: Terminal Pay	-	-	9,869	-	9,869	(9,869)	0.00%
55000:Benefits	174,572	8,397	83,927	-	83,927	90,645	48.08%
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	497	-	497	266	65.08%
SC55001 - Benefits : Employee Retirement	72,626	3,826	37,005	-	37,005	35,621	50.95%
SC55002 - Benefits : Disability Income Plan	1,484	63	755	-	755	729	50.86%
SC55003 - Benefits : Employee Insurance	64,022	2,348	24,443	-	24,443	39,579	38.18%
SC55005 - Benefits : Medicare	9,779	500	5,025	-	5,025	4,754	51.38%
SC55008 - Benefits : Thrift Plan	18,096	1,161	11,579	-	11,579	6,517	63.99%
SC55009 - Benefits : Car Allowance	5,200	400	3,971	-	3,971	1,229	76.37%
SC55010 - Benefits : Phone Allowance	2,392	46	485	-	485	1,907	20.26%
60000:Supplies	400,000	370	88,934	-	88,934	311,066	22.23%
SC0500 - Office Supplies less than \$5,000	10,000	137	1,682	-	1,682	8,318	16.82%
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	233	2,393	-	2,393	22,607	9.57%
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	36,543	375,687	97,546	473,234	226,766	67.60%
SC0533 - Special Services	500,000	17,643	278,937	62,432	341,370	158,630	68.27%
SC0574 - Professional Services	200,000	18,900	96,750	35,114	131,864	68,136	65.93%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
SC0578 - Electric Service	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	1,935	47,069	64,490	111,559	888,441	11.16%
SC0583 - Maintenance of Buildings	1,000,000	1,935	47,069	64,490	111,559	888,441	11.16%
65000:Miscellaneous Expense	755,000	44,739	251,338	50	251,389	503,611	33.30%
SC0658 - Advertising	750,000	44,580	251,065	50	251,116	498,884	33.48%
SC0735 - Employee Reimbursement - non travel/training	5,000	159	273	-	273	4,727	5.46%
66000:Travel and Training	188,050	-	42,775	650	43,425	144,625	23.09%
SC0668 - Membership	50,000	-	17,464	-	17,464	32,536	34.93%
SC0669 - Training	10,000	-	4,122	650	4,772	5,228	47.72%
SC0670 - Registration	78,050	-	4,253	-	4,253	73,797	5.45%
SC0671 - Travel	50,000	-	16,936	-	16,936	33,064	33.87%
SC0675 - Supplies/Computer Software	-	-	-	-	-	-	0.00%
67000:Interdepartmental Expense	6,000	205	1,272	-	1,272	4,728	21.20%
SC0500 - Office Supplies less than \$5,000	-	-	(1)	-	(1)	1	0.00%
SC0633 - General Services Charges	6,000	205	1,272	-	1,272	4,728	21.21%

**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			

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
11,256,500.00	Total	

Arlington EDC Funds Flow Projection
09.17.2024

	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	\$ 98,833,330	\$ 93,591,269	\$ 113,988,922	\$ 133,524,836	\$ 156,879,425
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	3,953,333	3,743,651	4,559,557	5,340,993	6,275,177
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	129,792,701	125,151,138	147,199,184	168,376,056	193,550,135
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	123,984,602	119,184,756	141,069,769	162,062,758	187,063,877
Project Funding	-	-	7,631,350	12,806,500	-	-	-	-	-	-
Project Commitments	-	-	-	-	16,645,333	30,393,333	2,895,833	5,244,933	2,883,333	2,883,333
Debt Service	-	-	-	-	-	-	2,300,000	2,300,000	2,300,000	2,300,000
Total Funded and Committed	-	-	7,631,350	12,806,500	16,645,333	30,393,333	5,195,833	7,544,933	5,183,333	5,183,333
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	\$ 98,833,330	\$ 93,591,269	\$ 113,988,922	\$ 133,524,836	\$ 156,879,425	\$ 181,880,543

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.

Economic Development Corporation

Pro Forma

Report Date: 09.19.2024

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	98,833,330	93,591,269	113,988,922	133,524,836	156,879,425	181,880,543	209,948,756	240,878,986	273,824,826	308,890,250
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	12,453	2,014,149	2,688,390	3,953,333	3,743,651	4,559,557	5,340,993	6,275,177	7,275,222	8,397,950	9,635,159	10,952,993	12,355,610
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	30,959,371	31,559,869	33,210,262	34,851,220	36,670,710	38,582,621	40,644,571	42,849,179	45,163,434	47,592,364
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)i Permit/Completion Guarantee	-	-	-	-	-	(5,000,000)	-	-	-	-	-	-	-	-	-
FBO property acquisition / airport development	-	-	-	(9,500,000)	-	-	-	-	-	-	-	-	-	-	-
Espace	-	-	-	-	(2,500,000)	(2,500,000)	-	-	-	-	-	-	-	-	-
Espace 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)	-	-	-	-	-	-	-	-	-	-
Total Active Incentive Projects	-	-	(7,631,350)	(12,806,500)	(16,645,333)	(30,393,333)	(5,195,833)	(7,544,933)	(5,183,333)	(5,183,333)	(3,850,000)	(2,850,000)	(2,850,000)	(2,850,000)	(2,850,000)
TOTAL EXPENDITURES	(311,151)	(865,799)	(9,203,821)	(14,811,165)	(22,284,264)	(36,201,432)	(11,162,216)	(13,674,348)	(11,496,631)	(11,669,592)	(10,514,409)	(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	98,833,330	93,591,269	113,988,922	133,524,836	156,879,425	181,880,543	209,948,756	240,878,986	273,824,826	308,890,250	346,167,164

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 Office Overview

September 2024 Report



ARLINGTON/MANSFIELD SUBMARKET

The Arlington/Mansfield Submarket is centered on distribution and manufacturing, making it ideal for warehouses and industrial parks, while also supporting a range of office facilities. Arlington boasts one of Texas's most educated labor forces, ranking second in the state for the percentage of adults with a bachelor's degree or higher due to its concentration of higher education institutions. The submarket has a vacancy rate of 11.0%, well below the Dallas-Fort Worth average of 17.7%. The primary office area is along I-30 near Highway 360, housing tenants such as D.R. Horton and Lockheed Martin, alongside healthcare businesses, call centers, and municipal organizations.

12 Mo Deliveries in SF

15.4K

12 Mo Net Absorption in SF

(82.8K)

Vacancy Rate

11.0%

Market Asking Rent Growth

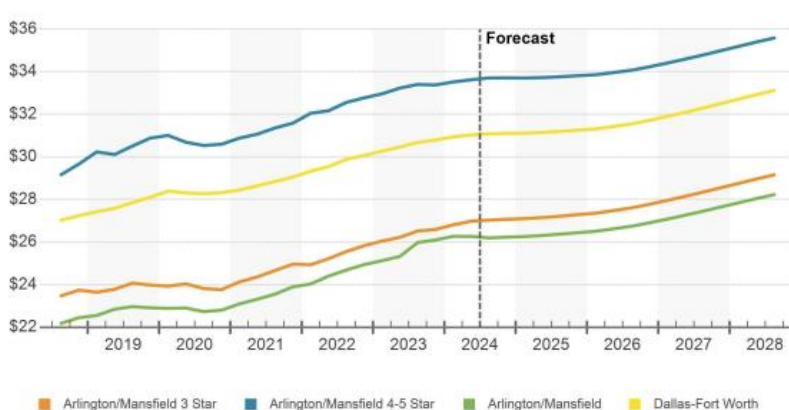
1.2%

KEY INDICATORS

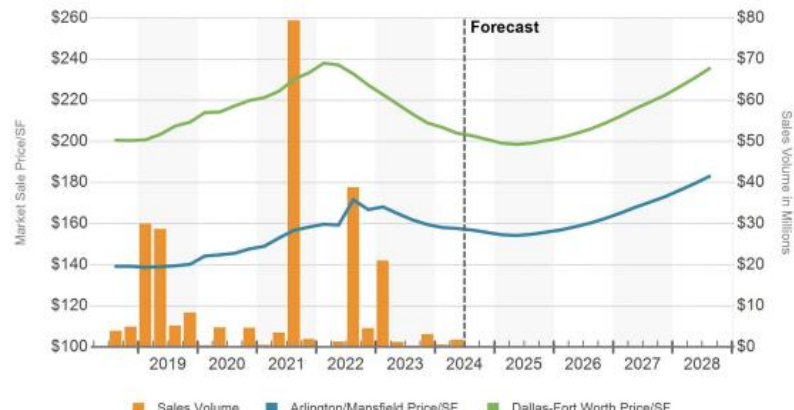
Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	1,776,972	21.6%	\$33.69	26.5%	29,983	0	0
3 Star	8,161,382	11.1%	\$27.01	13.2%	(31,483)	0	33,190
1 & 2 Star	5,156,631	7.4%	\$22.29	7.9%	795	0	0
Submarket	15,094,985	11.0%	\$26.19	12.9%	(705)	0	33,190

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.6%	12.4%	12.3%	21.3%	1989 Q1	7.4%	1998 Q2
Net Absorption SF	(82.8K)	217,561	(68,170)	1,139,605	1985 Q1	(260,589)	2010 Q1
Deliveries SF	15.4K	250,316	12,047	1,196,442	1985 Q1	3,236	1991 Q3
Market Asking Rent Growth	1.2%	1.9%	1.8%	17.5%	1997 Q1	-19.5%	1988 Q2
Sales Volume	\$5.6M	\$22.8M	N/A	\$90.4M	2014 Q1	\$0	1995 Q3

MARKET ASKING RENT PER SF



SALES VOLUME & PRICE PER SF



City of Arlington Office Overview

September 2024 Report

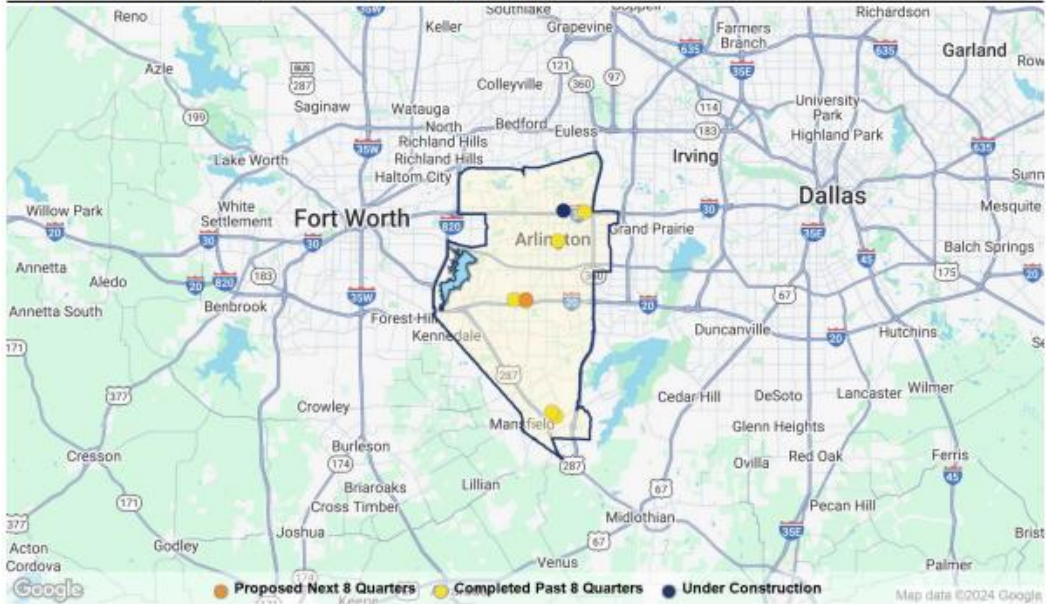


ARLINGTON/MANSFIELD
SUBMARKET

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
247,900	51,671	33,190	6,000

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PROPERTIES SOLD (PAST 12 MOS)

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
57	7.6%	\$114	20.4%

SALE COMPARABLE LOCATIONS





AEDC Eligible Industries Snapshot

FY2024Q1 Eligible NAICS Codes Industry Summary for Arlington, Texas

September 24, 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

Interlocal Agreement for Cooperative Purchasing with OMNIA Partners, Project 25-0053

EDC Meeting Date: 09-24-2024

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the execution of a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, dba OMNIA Partners.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

U.S. Communities and National IPA have come together as OMNIA Partners, Public Sector. OMNIA Partners is the premier purchasing organization for state and local government and serving as the lead agency. OMNIA Partners engages in competitive bidding on behalf of its clients, allowing its clients to take advantage of greater cumulative buying power, gaining access to top suppliers and improving value to its clients.

The primary purpose and intent of the AEDC's participation with OMNIA Partners is to allow the AEDC to procure goods and services from their contracts and catalogs that have been competitively bid by OMNIA Partners in a manner in keeping with applicable laws.

FINANCIAL IMPACT

None.

ADDITIONAL INFORMATION

Attachments:

Resolution

Under separate cover:

None

Available in the Purchasing Division:

OMNIA Partners Agreement

STAFF CONTACT(S)

Marty Wieder

Executive Director of AEDC

817-459-6432

Marty.Wieder@arlingtontx.gov

Vanessa Canela

Sr. Purchasing Agent

817-459-6321

Vanessa.Canela@arlingtontx.gov

April Nixon

Director of Finance

817-459-6345

April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

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

WHEREAS, National Intergovernmental Purchasing Alliance Company dba OMNIA Partners (“OMNIA”) is a nonprofit public benefit corporation established to assist public agencies nationwide to reduce the cost of purchased goods and improve the administrative effectiveness of the purchasing process for vendors and public agencies;

WHEREAS, OMNIA engages in competitive bidding processes that comply with the legal purchasing requirements generally applicable to municipalities and other political subdivisions in the state of Texas;
NOW THEREFORE

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

I.

That the Board of Directors of the Arlington Economic Development Corporation is hereby authorized to execute a Master Intergovernmental Cooperative Purchasing Agreement for Cooperative Purchasing with OMNIA relative to procurement of goods and services from contracts and catalogs that have been competitively bid by OMNIA.

II.

A substantial copy of Master Intergovernmental Cooperative Purchasing 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:

Martha Garcia, Acting Assistant Secretary

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

BY Jonathan Moss

Master Intergovernmental Cooperative Purchasing Agreement

OMNIA P A R T N E R S



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which

cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. The Procuring Party will designate a person to act under the direction of, and on behalf of the City in all matters relating to the procurement.

11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

12. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

13. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date



Staff Report

Purchase and Installation of Furniture for the Arlington Economic Development Corporation Office Relocation, Project 25-0047

AEDC Meeting Date: 09-24-2024

Action Being Considered: Resolution

RECOMMENDATION

Approve 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. Workplace Solutions, Inc., is not a MWBE firm.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This purchase and installation are for the office furniture at the new permanent offices for the Arlington Economic Development Corporation (AEDC) within Choctaw Stadium.

The construction of the offices is expected to be completed in December 2024. The project will consist of a finish-out of approximately 2,300 square feet of office, workstations, and collaboration space for AEDC staff.

FINANCIAL IMPACT

The projected financial impact for this purchase is as follows:

FY 2025
\$73,007

FY 2026
\$0

FY 2027
\$0

Funds are budgeted in Economic Development Corporation Account No. CC973010-SC0514.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

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

Vanessa Canela
Sr. Purchasing Agent
817-459-6321
Vanessa.Canela@arlingtontx.gov

April Nixon
Director of Finance
817-456-6345
April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director 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

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

WHEREAS, on September 10, 2024, the Arlington Economic Development Corporation (“AEDC”) Board of Directors approved the AEDC’s 2025 Fiscal Year budget, which included funding for improvements to leased space; and

WHEREAS, on September 24, 2024, AEDC Board of Directors approved the AEDC to participate in an intergovernmental agreement for Cooperative Purchasing with National Intergovernmental Purchasing Alliance Company, dba OMNIA Partners; 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 approve the purchase and installation of furniture for the Arlington Economic Development 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. A summary of the purchased items is attached hereto.

PRESENTED AND PASSED on this the _____ day of _____, 2024,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Arlington, Texas.

Michael Jacobson, President

ATTEST:

Martha Garcia, Acting Assistant Secretary

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

BY _____

Proposal from Workplace Solutions, Inc.



PROPOSAL

Workplace Solutions, Inc.
 1505 Hi Line Dr Ste 100
 Dallas, TX 75207
 Phone: 214-741-9667
 www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

PROPOSAL TO CITY OF ARLINGTON - OFFICE OF ECONOMIC DEVELOPMENT 101 W Abram St ARLINGTON, TX 76010 ATTN: GUS GARCIA - 817-459-6155
--

INSTALL ADDRESS CITY OF ARLINGTON - OFFICE OF ECONOMIC DEVELOPMENT 1000 BALLPARK WAY ARLINGTON, TX 75011 ATTN: GUS GARCIA - 817-459-6155

Sales, Baylor Cockrell, baylorc@wpsolutions.com, 214-244-8951

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	CONTRACT OMNIA - R191816 - EXP. April 30, 2025	0.00	0.00
2	13.00 Each	NTEUHF--~E-52--Gr2-P112 Visio Chair, Mesh Back, Height-Adjustable Arms, Fully Assembled ~E:Ebony Coordinate 52:Ebony Coordinate ~Gr2:Grade 2 Fabric P112:Essence Tag: Tag TG: CH-01	429.14	5,578.82
3	10.00 Each	ARBW--~F02~04-G224-G--W-DZ Beso Lounge Chair, Wood Leg ~F02:Fabric Grade 2 ~04:Graviton G224:Echo G:Glides, No Felt ~W:Wood DZ:Truffle Tag: Tag TG: CH-02	1,499.85	14,998.50
4	4.00 Each	14092 GE 6-Outlet Surge Protector, 10 ft Extension cord, power strip, 800 Joules, Flat Plug, white Tag: Tag TG: PO.01	21.32	85.28
5	4.00 Each	BASML6010--S--S-XG Suspended Modesty Panel - Solid, 60"w x 10"h S:Standard Solid Top ("D", "M" & "X") ~S:Source Laminate XG:Very White Tag: Tag TG: PO.01	67.08	268.32
6	4.00 Each	BHMF2970RI--E--D-D~A-RV-6-SS~S-XG--Mica-83~Mica-83 H-A. Desk - Bevel Bases, 29"d x 70"w, Right - Rect., Int. Powerbar (1-3/16") E:Extended Range - 26" to 48" ~D:Display with Up/Down Memory D:Display with Up/Down Memory ~A:Foundation Laminate RV:Very White 6:Straight Trim SS:Very White ~S:Source Laminate	1,879.80	7,519.20



PROPOSAL

Workplace Solutions, Inc.
 1505 Hi Line Dr Ste 100
 Dallas, TX 75207
 Phone: 214-741-9667
 www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		XG:Very White ~Mica:Mica Colors 83:Very White (Satin) ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: PO.01		
7	4.00 Each	BMJCL02048NR--~A-RV-6-SS~SrcLam-XG-XG-9~Mica-83-K Return with Combo Pedestal, No Modesty, 20"d x 48"w, No Grommet, Right Handed (1-3/16") ~A:Foundation Laminate RV:Very White 6:Straight Trim SS:Very White ~SrcLam:Source Laminate XG:Very White XG:Very White 9:Rectilinear ~Mica:Mica Colors 83:Very White (Satin) K:Key Alike Tag: Tag TG: PO.01	770.25	3,081.00
8	4.00 Each	UNGMF12--~Source-XG~Mica-V Mid Gable, 12"d ~Source:Source Laminate XG:Very White ~Mica:Mica Colors V:Very White (Satin) Tag: Tag TG: PO.01	83.12	332.48
9	1.00 Each	ATCCB24--~A-RV-6-SS~Mica-7 Circular Bistro Table, 1 28"h Mono-Pod Base, 24" ~A:Foundation Laminate RV:Very White 6:Straight Trim SS:Very White ~Mica:Mica Colors 7:Platinum (Satin) Tag: Tag TG: T-02 Tag GC: PO.01 OFFICE 252	408.64	408.64
10	8.00 Each	14092 GE 6-Outlet Surge Protector, 10 ft Extension cord, power strip, 800 Joules, Flat Plug, white Tag: Tag TG: WS.01	21.32	170.56
11	4.00 Each	GXCDM422060WL--~P--2--12-R355~Mica-83 Infinity Curved Desk Edge Screen, Mod Ht. (15"), 42" Datum Ht., 20"d x 60"w, Left w/ Wire Mgr ~P:Panel Fabrics Infinity ~2:Teknion Fabric Gr.2 ~12:Graviton R355:Albedo ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01	619.53	2,478.12
12	4.00 Each	GXCDM422060WR--~P--2--12-R355~Mica-83	619.53	2,478.12



PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Infinity Curved Desk Edge Screen, Mod Ht. (15"), 42" Datum Ht., 20"d x 60"w, Right w/ Wire Mgr ~P:Panel Fabrics Infinity ~2:Teknion Fabric Gr.2 ~12:Graviton R355:Albedo ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01		
13	8.00 Each	NH1NAPPCAW NeatHub, White, 2 AC power outlets, 1 USB C outlet, 1 USB A outlet Tag: Tag TG: WS.01	102.24	817.92
14	3.00 Each	UALSS4266LF--D--SOURCE-XG--MICA-83 Solid Lateral Floor Screen, 42"h x 66"d, Left Handed, Foot D:District ~SOURCE:Source Laminate XG:VERY WHITE ~MICA:Mica Colors 83:(SATIN) Very White Tag: Tag TG: WS.01	242.91	728.73
15	4.00 Each	ULHS1642L--R--Mica-V--Source-XG--Source-XG--SrcLam-XG-K-2 Standard Low Open with Drawer Credenza (1 21"w Box/File Drawer, 1 21" Open Compartment Left), 21"h, 16"d x 42"w R:Rectangular ~Mica:Mica V:Very White (Satin) ~Source:Source Lam Case & Shelf XG:Very White ~Source:Source Lam Back XG:Very White ~SrcLam:Source Laminate Front XG:Very White K:Key Alike 2:No Tag: Tag TG: WS.01	637.94	2,551.76
16	4.00 Each	ULHS1642R--R--Mica-V--Source-XG--Source-XG--SrcLam-XG-K-2 Standard Low Open with Drawer Credenza (1 21"w Box/File Drawer, 1 21" Open Compartment Right), 21"h, 16"d x 42"w R:Rectangular ~Mica:Mica V:Very White (Satin) ~Source:Source Lam Case & Shelf XG:Very White ~Source:Source Lam Back XG:Very White ~SrcLam:Source Laminate Front XG:Very White K:Key Alike 2:No Tag: Tag TG: WS.01	637.94	2,551.76
17	12.00 Each	UNCPWNF--Mica-V Low Credenza to Worksurface Support, Fixed Height ~Mica:Mica Colors V:Very White (Satin)	65.94	791.28



teknion
platinum dealer

PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Tag: Tag TG: WS.01		
18	2.00 Each	UNPCR2FF29--~Mica-V 2-way 90, Flush Panels/Flush Full Height Windows/Convertible Panels, 29"h ~Mica:Mica Colors V:Very White (Satin) Tag: Tag TG: WS.01	55.51	111.02
19	1.00 Each	UNQBFR8K72--A-YV-~ Base Feed, 8 Wire Dual Isolated, 72" Length A:Canada/USA YV:Very White Coordinate ~:Standard Tag: Tag TG: WS.01	182.18	182.18
20	4.00 Each	UNQBHR8K096--A-~ Power Harness, 8 Wire Dual Isolated, 96" Length A:Canada/USA ~:Standard Tag: Tag TG: WS.01	99.37	397.48
21	8.00 Each	UNQPRDA--8K-A-YV-YV Power Box, Double Length, One-Sided 8K:8-Wire Dual Isolated A:Canada/USA YV:Very White Coordinate YV:Very White Coordinate Tag: Tag TG: WS.01	88.64	709.12
22	4.00 Each	UNQROS--1-A-YV Receptacle, Standard 15 Amp 1:Circuit 1 A:Canada/USA YV:Very White Coordinate Tag: Tag TG: WS.01	12.57	50.28
23	4.00 Each	UNQROS--2-A-YV Receptacle, Standard 15 Amp 2:Circuit 2 A:Canada/USA YV:Very White Coordinate Tag: Tag TG: WS.01	12.57	50.28
24	4.00 Each	UNQROS--5-A-YV Receptacle, Standard 15 Amp 5:Circuit 5 A:Canada/USA YV:Very White Coordinate Tag: Tag TG: WS.01	12.57	50.28
25	4.00 Each	UNQROS--6-A-YV Receptacle, Standard 15 Amp 6:Circuit 6 (Use with 8K Only) A:Canada/USA YV:Very White Coordinate Tag: Tag TG: WS.01	12.57	50.28
26	2.00 Each	UNTE29--~Mica-V End Trim, 29"h ~Mica:Mica Colors V:Very White (Satin)	26.68	53.36



teknon
platinum dealer

PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

27	8.00 Each	Tag: Tag TG: WS.01 UNWR1742--~A-RV-8-SS~ Rectangular Worksurface, 17"d x 42"w ~A:Foundation Laminate RV:Very White 8:Flat Trim SS:Very White ~:No Grommet Tag: Tag TG: WS.01	123.60	988.80
28	8.00 Each	X22TB--W-W M/Flex Monitor arm configuration for Two Monitors with two 8in straight link/ dynamic link arms, two-piece clamp mount base and 12in post W:White W:White Tag: Tag TG: WS.01	338.25	2,706.00
29	8.00 Each	YEYS02 Plastic Tray Cable Management, Dual Plastic Trays Tag: Tag TG: WS.01	17.48	139.84
30	8.00 Each	YSKJ9E29646NN--~A-RV-8-SS-83-D-N-N hiSpace Slide HA FS Complete Table w/Rect WS w/Rad Crnrs,Ext.Elec,6"Frm Red,No Cutout,29"dx64"w ~A:Foundation Laminate RV:Very White 8:Flat Trim SS:Very White Trim Color 83:Very White D:Display with Up/Down Memory N:None N:None Tag: Tag TG: WS.01	695.29	5,562.32
31	2.00 Each	UNELF2266--~2~14-R355 Tackable Fabric Fascia, 22"h x 66"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 66FF229 Tag T5: FB1	94.16	188.32
32	2.00 Each	UNELF2266--~2~14-R355 Tackable Fabric Fascia, 22"h x 66"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 66FF229 Tag T5: FB1	94.16	188.32
33	2.00 Each	UNELM0666--~Mica-83 Metal Fascia, 6"h x 66"w ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 66FF229	38.64	77.28
34	2.00	UNELM0666--~Mica-83	38.64	77.28



tek
nion
platinum dealer

PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

	Each	Metal Fascia, 6"h x 66"w ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 66FF229		
35	2.00 Each	UNPFR2966--~ Flush Panel Wall, 29"h x 66"w ~:Bare Frame Tag: Tag TG: WS.01 Tag T3: 66FF229 Tag T5: Flush Panel Wall - UNPFR	139.24	278.48
36	2.00 Each	UNTT66--~Mica-V Top Trim, 66"w ~Mica:Mica Colors V:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 66FF229 Tag T5: Standard	39.26	78.52
37	4.00 Each	UNELCF2RB2272--~2~14-R355 Tackable Fabric Power/Comm.Fascia, 1 Duplex Outlet Plus VDM, Right, Bottom of Fascia, 22"hx72"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229 Tag T5: FB1	107.04	428.16
38	4.00 Each	UNELF2272--~2~14-R355 Tackable Fabric Fascia, 22"h x 72"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229 Tag T5: FB1	102.13	408.52
39	4.00 Each	UNELM0672--~Mica-83 Metal Fascia, 6"h x 72"w ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229	42.32	169.28
40	4.00 Each	UNELM0672--~Mica-83 Metal Fascia, 6"h x 72"w ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229	42.32	169.28
41	4.00 Each	UNPFR2972--~ Flush Panel Wall, 29"h x 72"w ~:Bare Frame Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229 Tag T5: Flush Panel Wall - UNPFR	144.46	577.84



teknon
platinum dealer

PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

42	4.00 Each	UNTT72--~Mica-V Top Trim, 72"w ~Mica:Mica Colors V:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 72FBRS2F229 Tag T5: Standard	42.32	169.28
43	4.00 Each	UNELCF2LB2278--~2~14-R355 Tackable Fabric Power/Comm.Fascia, 1 Duplex Outlet Plus VDM, Left, Bottom of Fascia, 22"h x 78"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229 Tag T5: FB1	115.32	461.28
44	4.00 Each	UNELF2278--~2~14-R355 Tackable Fabric Fascia, 22"h x 78"w ~2:Teknion Fabric Gr.2 ~14:Graviton R355:Albedo Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229 Tag T5: FB1	109.80	439.20
45	4.00 Each	UNELM0678--~Mica-83 Metal Fascia, 6"h x 78"w ~Mica:Mica Colors 83:Very White (Satin) Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229	45.08	180.32
46	4.00 Each	UNELM0678--~Mica-? Metal Fascia, 6"h x 78"w ~Mica:Mica Colors ?:----- UNSELECTED ----- Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229	45.08	180.32
47	4.00 Each	UNPFR2978--~ Flush Panel Wall, 29"h x 78"w ~:Bare Frame Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229 Tag T5: Flush Panel Wall - UNPFR	150.90	603.60
48	4.00 Each	UNTT78--~Mica-? Top Trim, 78"w ~Mica:Mica Colors ?:----- UNSELECTED ----- Tag: Tag TG: WS.01 Tag T3: 78FBLS2F229 Tag T5: Standard	45.08	180.32
49	1.00 Each	FREIGHT STUDIO TK FREIGHT Tag: Tag TG: X_FRT	1,818.67	1,818.67
50	1.00	SERVICE	10,441.00	10,441.00



teknon
platinum dealer

PROPOSAL

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	4846
Order Name	ARLINGTON OFFICE OF ECONOMIC DEVELOPMENT
Date	09/18/2024
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

	Each	LABOR AND MATERIALS FOR THE INSTALLATION OF WORKSTATIONS AND PRIVATE OFFICES AT THE CITY OF ARLINGTON - OFFICE OF ECONOMIC DEVELOPMENT AS PER PLAN Tag: Tag TG: X_RDI		
--	------	--	--	--

Order Sub-Total : \$73,007.00
TOTAL ORDER : \$73,007.00

To submit payment via ACH:

Account Name: Workplace Solutions, Inc.
Bank: Bank Of America
Account#: 488084486369
Routing#: 111000025
**Please e-mail ACH remittance information to
AR@WPSOLUTIONS.COM

Remit To Address:
WORKPLACE SOLUTIONS, INC.
1505 HI LINE DR. STE 100
DALLAS, TX 75207

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.
The undersigned agrees to purchase products and services per the terms and conditions detailed in this proposal and sales agreement. WORKPLACE SOLUTIONS, INC. terms and conditions will apply to future purchases until such time business requirements dictate otherwise and new terms and conditions are issued.

Approved By: _____ Date: _____
Name

_____ PO: _____
Title

WORKPLACE SOLUTIONS, INC. TERMS AND CONDITIONS APPLY

Staff Report



Salcomp Manufacturing USA Corporation – Performance Agreement	
AEDC Meeting Date: 09-24-2024	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Performance Agreement between the Arlington Economic Development Corporation and Salcomp Manufacturing USA Corporation.

PRIOR BOARD OR COUNCIL ACTION

On July 30, 2024, the Arlington Economic Development Corporation Board was briefed on the original project details.

On August 20, 2024, the Arlington Economic Development Corporation Board was updated.

ANALYSIS

Salcomp Manufacturing USA Corporation (Salcomp) develops and manufactures power supplies for mobile and other electronic devices, being a market leader in smart phone chargers. They also manufacture IoT sensors based on Wirepas Mesh wireless connectivity technology, which enables scalable, reliable, and cost efficient IoT solutions, as well as precision structural parts and modules, 5G RF parts and magnetic materials. Salcomp is headquartered in Salo (Finland) with production plants in Shenzhen and Guigang (China), in Manaus (Brazil), and in Chennai and Noida (India). In addition to these locations, they have offices in the U.S., Brazil, Taiwan, South Korea and Hong Kong employing over 12,000 employees.

Salcomp has entered into an agreement with Enphase Energy, Inc. (Enphase) a global energy technology company and the world's leading supplier of microinverter-based solar and battery systems that requires Salcomp to produce 60% of all the Enphase® IQ® Microinverters to supply the global solar panel industry from Arlington, Texas. This new partnership marked the use of a third contract manufacturer in the U.S. The Inflation Reduction Act (IRA) enabled Enphase to manufacture in the U.S. creating new jobs and advancing the country's clean energy economy. Enphase and Salcomp hosted a ribbon-cutting ceremony onsite and installer training event last year to celebrate this new venture and milestone at Salcomp's manufacturing facility in Arlington. Leadership representatives from both Enphase and Salcomp, as well a couple of hundred installers from the Enphase Installer Network (EIN) were in attendance to support the initiative and celebrate this accomplishment.

As a result of increased business and demand, Salcomp will be expanding operations in its current facility and is proposing to add 3 new production lines and retrofit the current facility to account for upcoming production lines. In addition, due to the increased capacity and proven success at the local facility, they have committed to establishing their U.S. headquarters in Arlington and plan to create over 660 new positions, of which 156 will be at an average salary of \$122,000 to support the expansion. They have plans to fill those new roles with local residents and/or University of Texas at Arlington (UTA) graduates over the next three to five years.

In exchange for establishing their U.S. headquarters in Arlington, retrofitting the space, adding several new high-wage jobs and three (3) new production lines to the facility, Salcomp

is seeking financial support from the Arlington Economic Development Corporation (AEDC) to help offset some of the development costs associated with the infrastructure and site improvements and ramping up their employment. They must meet all criteria as outlined in the agreement to receive any grant payments during the agreement term.

FINANCIAL IMPACT

Payment(s) shall not exceed \$1,876,622, 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 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

- WHEREAS, the Arlington Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and
- WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to 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, pursuant to Section 505.159 of the Texas Local Government Code a public hearing on the proposed project was held on September 24, 2024; NOW THEREFORE

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

I.

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

II.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Performance Agreement with Salcomp Manufacturing USA Corporation to provide a performance grant in an amount not to exceed \$1,876,622 relative to the establishment of their headquarters and expanded manufacturing facility in Arlington.

III.

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:

Martha Garcia, Acting 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 _____
MICHAEL JACOBSON
President
Date _____

ATTEST:

_____, AEDC Secretary

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

BY _____

Staff Report



Mozee, Inc. – Performance Agreement	
AEDC Meeting Date: 09-24-2024	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Performance Agreement with Mozee, Inc. relative to the establishment of their headquarters and vehicle manufacturing facility in Arlington.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Mozee, Inc. is a Dallas-based autonomous vehicle manufacturer, focusing on advanced and additive manufacturing, as well as mass-transit mobility solutions looking to relocate and expand its operations. The company is considered a leader in autonomous mobility innovation and will name Arlington its U.S. headquarters and establish a new automotive manufacturing and assembly plant inside approximately 87,254 square feet of new industrial space located at 2910 Avenue F, Arlington, Texas. They manufacture some associated parts through a 3D printing process to assemble the autonomous 12-passenger shuttles that are road-legal and capable of speeds up to 45 mph.

Mozee has recently secured multiple purchase orders (POs) to produce several vehicles for various entities that range from major corporate entities and universities to local municipalities. This demand is driving the company's growth and need for a larger facility to increase production capacity and staff to fulfill the orders. To support the expansion, Mozee plans to hire over 100 new positions with a minimum average salary of \$100,000/yr. and look to fill the open positions with local residents and/or graduates from the University of Texas at Arlington (UTA) over the next three to five years.

Mozee is seeking financial support from the Arlington Economic Development Corporation (AEDC) to assist with tenant improvements to relocate and establish their U.S. headquarters, as well as offset the lease costs over the next seven (7) years. Per the proposed agreement, Mozee will be required to announce their U.S. headquarters in Arlington by the end of 2024, create the projected number of high-wage jobs, and invest in new manufacturing equipment in order to receive annual grant payments for meeting all criteria during the agreement term. Should Mozee seek to move its headquarters from Arlington or otherwise breach the Agreement, Mozee would be required to pay all grant payments received to that point under the Agreement.

FINANCIAL IMPACT

Payment(s) shall not exceed \$4,179,102 to support establishment of the U.S headquarters and manufacturing/assembly operation, tenant improvements and lease subsidy over 7 years.

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

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

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

WHEREAS, Mozee, Inc. (“Mozee”), a Dallas-based autonomous vehicle manufacturer, seeks to establish its headquarters in Arlington, Texas (the “Premises”); and

WHEREAS, Mozee intends to create new primary jobs at the Premises as a result of the expansion and establishment of its headquarters in Arlington (the “Project”); and

WHEREAS, the Board of Directors of the Arlington Economic Development Corporation finds that the Project is suitable for the development of a new manufacturing facility and national corporate headquarters in the city of Arlington; and

WHEREAS, the Board of Directors for the Arlington Economic Development Corporation has determined that the financial assistance provided to Mozee 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, pursuant to Section 505.159 of the Texas Local Government Code a public hearing on the proposed project was held on September 24, 2024; NOW THEREFORE

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

I.

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

II.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Performance Agreement with Mozee Inc. to provide a performance grant in an amount not to exceed \$4,179,102 relative to the establishment of their headquarters and manufacturing/assembly operation in Arlington.

III.

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.

ATTEST:

Michael Jacobson, President

Martha Garcia, Acting 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 **MOZEE, INC.**, 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 and manufacturing facility at the Premises. Said costs include, but are not limited to, equipment and services directly related to the establishment of 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, ventilation, 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 2910 Avenue F, 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 (100) full-time Jobs physically located in Arlington, Texas, and the establishment and operation of a vehicle manufacturing and assembly facility at the Premises.

II.
Term

This Agreement shall be effective on the date of execution and shall expire ten (10) years from the Effective Date (the “Term”), unless otherwise sooner terminated in accordance with the terms of this Agreement.

III.
Improvement Conditions and Requirements

- A. OWNER shall occupy the premises as its Headquarters by no later than December 31, 2024. OWNER shall locate the majority of its management and administrative Jobs to the Premises by no later than January 31, 2025, and shall maintain this majority through the remainder of the Term.
- B. OWNER shall expend at least Two Million Dollars (\$2,000,000) in constructing the Facilities Improvements and 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 substantiation or other evidentiary proof of actual costs of constructing the Facilities Improvements at the Premises to the AEDC.
- C. OWNER shall create at least 50 jobs on the Premises within one year of the Effective Date, 75 total jobs on the Premises within two years of the Effective Date, and no less than one-hundred (100) new Jobs at the Premises by no later than three years from the Effective Date. OWNER shall maintain such Jobs count for the remainder of the Term of this Agreement, and such jobs shall be have at least an average annual salary of \$100,000. At all times a majority of the Jobs hired and assigned pursuant to this Section III.D shall be included in the following sectors of the North American Industry Classification System: 3361.

- D. Beginning one year from the Effective Date and continuing throughout the remainder of the Term, OWNER shall have at least six (6) vehicles undergoing manufacturing or assembly on the Premises at any given time. Such vehicles shall be evidenced through annual written certifications described in Section IV.B. of this Agreement.
- E. 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. If all Improvement Conditions and Requirements set forth in Article III are satisfied, to the extent applicable at that point in time, AEDC agrees to provide grants totaling up to Four Million, One Hundred and Seventy-Nine Thousand, One Hundred and Two and 00/100 Dollars (\$4,179,102.00). Grants will be paid by AEDC to OWNER based upon the following schedule:

- a. Initial Grant. The AEDC will pay to OWNER Six Hundred and Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) within sixty (60) days of the OWNER providing proof to the AEDC of an executed lease for the Premises for a term of at least ten (10) years.

- b. Annual Grant. On or before March 1 of each year of 2025 through 2031, the AEDC agrees to pay to the OWNER an annual grant Five Hundred and Seven Thousand, Seven Hundred and Twenty-Eight Dollars (\$507,728.00) (the "Annual Grant"), provided OWNER is in compliance with the other terms of this Agreement and has timely submitted all necessary certifications to the AEDC.

B. Certifications

- a. On or before January 31 of each year of the Term, OWNER shall submit to the AEDC an annual written certification that it is in compliance with all applicable terms of the Agreement. Such certification shall include at a minimum:

1. The number of Jobs located at the Premises as of the date of Certification;
2. The number of Jobs located at the Premises as of the dates listed in Section III.C. of this Agreement, if such date fell within the preceding 12 months;
3. The average annual salary of all Jobs at the Premises; and
4. A listing of vehicles that underwent manufacturing or assembly at the premises over the prior 12 months, including a VIN or other unique identifier for the vehicle, the date the vehicle began

manufacturing or assembly, and the date the vehicle completed manufacturing or assembly (provided the vehicle is not still being manufactured or assembled as of the date of certification).

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 recapture the full amount of the grant payments made under Article IV of this Agreement and/or may withhold future payments. 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: Mozee, Inc.
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.

MOZEE, INC.

BY _____
[Name]
[Title]
Date _____

WITNESS:

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
MICHAEL JACOBSON
President
Date _____

ATTEST:

_____, AEDC Secretary

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

BY _____

THE STATE OF TEXAS §
 COUNTY OF _____ §

MOZEE, INC
Acknowledgment

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

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 _____, 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 non-profit corporation of Tarrant County, Texas, and as the **President** 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