HEDC Board Members

Raymond Elmore, President
Norma Harlin
Artis Johnson
Aurora Madrigal
Steve Nichols, Vice President
DeMarcus Odom
Mario Vasquez
Guy Brown, Executive Director

AGENDA
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION (HEDC)
REGULAR BOARD OF DIRECTORS MEETING
THURSDAY, NOVEMBER 12, 2020 – 6:30 P.M.
HUTCHINS COMMUNITY CENTER
500 W. HICKMAN ST., HUTCHINS, TEXAS

Pursuant to Section 551 of the Texas Government Code, notice is hereby given that the Board of Directors of the City of Hutchins will meet on November 12, 2020 at 6:30 p.m. to conduct a Regular Meeting at the Hutchins Community Center located at 500 W. Hickman St, Hutchins, Texas, at which time the following items will be discussed and considered:

The following social distancing protocols will be in effect at the Hutchins Community Center:

- The maximum number of occupants allowed at this location is fifteen (15).
- Maintain at least six (6) feet apart from other members of the public and city staff.
- Mask or Face coverings required.
- Temperature Checks Upon Entry – everyone entering will have a no-touch thermometer scan.
- Sanitize hands upon entering and exiting the building. A sanitizing station will be available.
- Citizens are not allowed to congregate in the Community Center or on the property during or after the meetings.

As authorized by Section 551.071 of the Texas Government Code, the Board of Directors reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

NOTICE OF POSSIBLE CITY COUNCIL QUORUM

A QUORUM OF COUNCIL MEMBERS MAY OR MAY NOT BE PRESENT AT THIS MEETING. HOWEVER, NO OFFICIAL BOARD OF DIRECTORS ACTION WILL BE CONSIDERED DURING THIS MEETING.

As authorized by Section 551.071 of the Texas Government Code, the HEDC Board of Directors reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

A. CALL MEETING TO ORDER

1. Roll Call
2. Invocation

B. CITIZEN COMMENTS The Citizen Comments portion of the Agenda is an opportunity for the public to address the Board on any subject. However, in accordance with the Texas Open Meetings Act, the Board
cannot discuss issues raised or make any decision at this time. Issues raised may be referred to HEDC Staff for research and possible future action.

C. CONSENT AGENDA: All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.


D. PUBLIC HEARINGS
None

E. REGULAR AGENDA

1. Elections of Officers:
   i. President
   ii. Vice President

2. Consideration and action regarding recommendation of Economic Development Agreement between Cedar Valley College and the Hutchins Economic Development Corporation for a grant to develop and operate a Mobile Training Unit to the Hutchins City Council.


5. Adjournment.

Certification: I certify that a copy of the November 12, 2020 agenda of items to be considered by the Hutchins Economic Development Corporation was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code.

_______________________________
Guy Brown
Executive Director

Date/Time Posted: ___________________________ Date/Time Removed: ___________________________

ACCESSIBILITY STATEMENT

A request for special services must be received at least 72 hours in advance of scheduled meeting. For assistance please call the HEDC office at 972-225-4449 or email the Executive Director at gbrown@cityofhutchins.org.
A temporary suspension of the Open Meetings Act has been granted by Governor Greg Abbott to allow for telephone or videoconference of a public meeting. These actions are being taken in accordance with Section 418.016 of the Texas Government Code in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID19). There was be no public access to the physical location described above.

BOARD MEMBERS

Raymond Elmore, President
Norma Harlin
Artis Johnson
Steve Nichols, Vice President
Demarcus Odom
Mario Vasquez
Guy Brown, Executive Director

A. Call Meeting to Order

The meeting was called to order at 6:30 p.m. The meeting was held at the Hutchins Economic Development Corporation Office located at 103 Palestine in Hutchins, Texas via video conference and telephone.

1. Roll Call

A quorum of the Board of Directors was present. At roll call, all members were present by video conference or telephone.

B. Citizen Comments.

There were no comments from citizens.

C. CONSENT AGENDA: All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.


Mr. Nichols made a motion to approve the minutes of March 12, 2020. The motion was seconded by Mr. Vasquez and passed unanimously.

D. PUBLIC HEARINGS

None

E. REGULAR AGENDA
1. Consideration and action regarding RESOLUTION NO. 200716-1, A RESOLUTION OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, RECOMMENDING THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION BUDGET FOR THE FISCAL YEAR, OCTOBER 01, 2020 THROUGH SEPTEMBER 30, 2021 TO THE HUTCHINS CITY COUNCIL.
Mr. Nichols made a motion to approve Resolution No. 200716-1, a Resolution of the Hutchins Economic Development Corporation Board of Directors, recommending the Hutchins Economic Development Corporation Budget for the Fiscal Year, October 01, 2020 through September 30, 2021 To The Hutchins City Council. The Motion was seconded by Mr. Vasquez and passed unanimously.

2. Consideration and action regarding RESOLUTION NO. 200716-2, A RESOLUTION OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, APPROVING A 4B PROJECT FOR THE PURPOSE OF TRANSPORTATION IMPROVEMENTS FOR PROPERTY LOCATED AT THE CORNER OF INTERSTATE 45 AND WINTERGREEN ROAD IN HUTCHINS.
Mr. Johnson made a motion to approve Resolution No. 200716-2, a Resolution of the Hutchins Economic Development Corporation Board of Directors, approving a 4b Project for the Purpose of Transportation Improvements for Property located at the Corner of Interstate 45 and Wintergreen Road in Hutchins. The motion was seconded by Mr. Nichols and passed unanimously.

3. Consideration and Action regarding RESOLUTION 200716-3, A RESOLUTION OF THE HUTCHINS ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS APPROVING A HUTCHINS ECONOMIC DEVELOPMENT CORPORATION (HEDC) ECONOMIC DEVELOPMENT CAPITAL IMPROVEMENTS PROGRAM.
Mr. Odom made a motion to approve Resolution 200716-3, a Resolution of the Hutchins Economic Development Corporation Board of Directors Approving a Hutchins Economic Development Corporation (HEDC) Economic Development Capital Improvements Program. The motion was seconded by Mr. Johnson and passed unanimously.

4. Consideration and action regarding acceptance of the HEDC Annual Audit for Fiscal Year Ended September 20, 2019 prepared by YWRD, PC.
The Board reviewed and discussed the audit. Mr. Johnson made a motion to accept the HEDC Annual Audit for Fiscal Year Ended September 20, 2019 prepared by YWRD, PC. The motion was seconded by Mr. Vasquez and passed unanimously.

5. Consideration and action regarding RESOLUTION 200716-4, A RESOLUTION OF THE HEDC BOARD OF DIRECTORS RECOMMENDING LETTER OF INTENT TO PARTICIPATE IN THE DALLAS COUNTY EMERGENCY BUSINESS ASSISTANCE PROGRAM.
Mr. Nichols made a motion to approve RESOLUTION 200716-4, A Resolution of the HEDC Board of Directors Recommending Letter of Intent to participate in the Dallas County Emergency Business Assistance Program. The motion was seconded by Mr. Odom and passed unanimously.

6. Consider and action regarding request from Cedar Valley College for HEDC grant to develop and operate a Mobile Training Unit.
Dr. Joe Seabrook and Patricia Davis from Cedar Valley College joined the meeting by telephone and discussed the Mobile Training Unit with the Board. After discussion, Mr. Vasquez make a motion to instruct the Executive Director to place $25,000 in the 2021 HEDC
Budget for the Mobile Training Unit and bring the item back to the board for final approval. The motion was seconded by Mr. Odom and passes unanimously.

7. **Adjournment.**
No further business was conducted. Mr. Vasquez made a motion to adjourn the meeting. Mr. Odom seconded the motion. The Board by unanimous vote adjourned the meeting at 7:25 p.m.

**Approved:**

__________________________________________
Raymond Elmore, President
Hutchins Economic Development Corporation
November 12, 2020
Item E. 1.

Election of Officers:

The Hutchins Economic Development Corporation Bylaws state that:

*An* meeting of the Board of Directors for the election of officers and the transaction of such other business as may come before the meeting shall be held on the second Wednesday in December of each year, unless changed by resolution of the Board of Directors.

The following is a description of the officers taken from the Bylaws:

*(Executive Officers)* The Executive Officers of the corporation shall be a President and a Vice-President, all of whom shall be elected by and subject to the control of the Board of Directors. *The Board of Directors, at each annual meeting of the Board, shall elect a President and Vice-President.*

*(Powers and Duties of the President)* The President shall preside at all meetings of the directors. He/she shall have power to sign and execute all contracts and instruments of conveyance in the name of the corporation, to sign checks, drafts, notes and orders for the payment of money, and to appoint and discharge agents and employees, subject to the approval of the Board of Directors. He/she shall have general active management of the business of the corporation, and shall perform all the duties usually incident to the office of President.

*(Vice-President)* The Vice-President shall have such powers and perform such duties as may be delegated to him/her by the Board of Directors. In the absence or disability of the President, the Vice-President may perform the duties and exercise the powers of the President.
MEETING DATE: November 12, 2020
SUBMITTED BY: Guy Brown, EDC Ex. Dir.
AGENDA ITEM: E. 2.
AGENDA CAPTION: Consideration and action regarding recommendation of Economic Development Agreement between Cedar Valley College and the Hutchins Economic Development Corporation for a grant to develop and operate a Mobile Training Unit to the Hutchins City Council.

Background Information

Earlier this year, the Hutchins Economic Development Corporation was approached by Cedar Valley College for assistance with a Dallas College Mobile Training Unit.

Hutchins Economic Development Corporation Board of Directors met on July 16, 2020 and approved a budget $25,000 for the project but has made a final approval.

The intent of this program is to benefit the Hutchins and surrounding communities by bringing skills training, and other services that enhance community awareness, including recruiting, outreach, career fairs, and wellness services.

Budget Implications

The total amount is $25,000 that is contained in the HEDC 2020 -2021 Budget

Operational Impact

There is no operational impact other than the release of $25,000 upon satisfaction of the agreement.

Legal Review

The City Attorney has reviewed this item.

Staff Recommendation

Staff is recommending that the Hutchins Economic Development Corporation Board of Directors approve the attached agreement and recommend it to the City Council for final approval.

Supporting Documentation and Attachments

• Letter from Patricia Davis, Cedar Valley College, requesting the Grant.
• Presentation from Cedar Valley Explaining the Mobile Training Unit.
• Agreement
From: Davis, Patricia  
Sent: Wednesday, May 27, 2020 8:11 PM  
To: Guy Brown  
Subject: FW: RE: Cedar Valley College Mobile Training Unit

Hello Guy, how are you and the family doing during these unusual days? I wanted to see if you have any time tomorrow or Friday to speak with me about a new workforce project that I am working on? I remember the last time we met you mentioned that you might be able to provide the college some support in the future. I think you will be interested in this project for the employers in your city, as well as, residents who might be interested in earning a skill or degree but transportation has been a challenge.

We are calling it the Mobile Training Unit (MTU). This MTU is being developed as a solution to allow the college to bring in-demand training to employers, with a specific focus on the needs of the businesses in the southern sector of Dallas County. This mobile training unit is designed to allow the flexibility to offer a variety of training, not limited to a traditional classroom.

Dr. Seabrooks and I have spoken to several people in the past, developers, economic development representatives, and employers, who have expressed the need for more diverse training options to support the current businesses and those perspective companies that you are working to bring to the community. We believe the MTU is the type of project that can be tailored to just this.

The original estimate to make this happen was around $700,000 - $800,000, I am very pleased to report that I have identified a way to make this a reality for around $540,000. I am so close and I need your help to get us to the finish line. I have managed to secure at least 71% of the funding for this project. Now is the time I can really use your help, I need to secure an additional commitment for $50,000. I know this might seem like a steep amount, however, anything financial commitment that you can make toward this project would be a win for the southern sector.

I would like to connect with you to share more of the vision, and hopefully secure your support for the MTU.

Thank you, I look forward to sharing more details with you.

Patricia A. Davis  
Executive Director of Advancement  
Cedar Valley College  
972-860-8180  

Cedar Valley College  
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
Dallas Promise - Career Fairs - State Fair - etc.
- Used to enhance community recruiting events.
- Dallas County locations throughout.
- Will travel to requested.

deliver training at an employer location.
beyond the campus location, can be customized to
required to support demand-driven training.

designed to respond to industry to address the skills.

Mobile Training Unit:

Mohawk College
Ontario, Canada
Cleveland, Ohio

Best Practices:

Training Unit:

E-2-3
Cedar Valley College

Dallas

Logistics
Mechatronic Technician
Electrical Technician
Industrial Maintenance Technician

Certificates:

Promote Programs:

HVAC
Diesel
Automotive
$1,522,000 (Sponsorship Opportunity)
$35,000 (Cab & Trailer)
$328,253 (Jet & Perkims)
$515,295

Estimated Project Value

DCCCD
Donations
Grants

Total Investment:

E2-5
Questions?
ECONOMIC DEVELOPMENT AGREEMENT

Recipient:  
DALLAS COLLEGE, CEDAR VALLEY CAMPUS  
3030 N. Dallas Avenue  
Lancaster, TX 75134-3799

Grantor:  
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION  
321 N. Main Street  
P. O. Box 500  
Hutchins, TX 75141

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") between DALLAS COLLEGE, a Texas political subdivision of higher learning ("Recipient"); and HUTCHINS ECONOMIC DEVELOPMENT CORPORATION ("HEDC"), a Texas Type-B special purpose (economic development) corporation ("Grantor") is made and executed on the following recitals, terms and conditions.

WHEREAS, Recipient is a public institution of higher education, with a campus located at 3030 North Dallas Avenue, Lancaster, Texas, (Cedar Valley Campus); and

WHEREAS, Recipient has applied to Grantor for financial accommodations to enable it to locate a mobile training unit ("MTU"), in locations in Dallas County, Texas, including the City of Hutchins, Texas ("City") to provide community awareness of Dallas College, including the Cedar Valley Campus, and in-demand industry training programs in the automotive/diesel/HVAC/logistics and mechatronics technology fields in Dallas County. The incentives applied for include those incentives which are described in this Agreement and those which may be described on any exhibit or schedule attached to this Agreement; and

WHEREAS, HEDC approved certain financial incentives to Recipient at its _______________2020 Board meeting, and City approved this Agreement at its _______________, 2020 City Council meeting which would allow Recipient to fund its MTU Program; and

WHEREAS, Recipient understands and agrees that: (a) in granting, renewing, or extending any financial incentives, Grantor is relying upon Recipient’s representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) the granting, renewing, or extending of any incentive by Grantor at all times shall be subject to Grantor’s sole judgment and discretion; and (c) all such incentives shall be and shall remain subject to the terms and conditions as set forth in this Agreement.

SECTION 1. TERM.

This Economic Development Agreement shall be effective as of December 1, 2020 (the “Effective Date”) and shall continue thereafter until all obligations of Recipient to Grantor have been performed in full and the parties terminate this Agreement in writing, or on November 1, 2023, unless terminated sooner under the provisions hereof. This Agreement will terminate if not executed by all parties within fourteen (14) days of the approval of the Agreement by the latter of the City Council and the EDC Board.
SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

a. **Agreement.** The word "Agreement" means this Economic Development Incentive Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

b. **City.** The word "City" means the City of Hutchins, Dallas County, Texas.

c. **Effective Date.** The words "Effective Date" means December 1, 2020.

d. **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

e. **Facility.** The word "Facility" means Recipient's new Mobile Training Unit vehicle, and the associated program ("MTU").

f. **Incentive Payment.** The words "Incentive Payment" mean any financial payment, benefit, reimbursement, or refund made by HEDC to Recipient under this Agreement.

g. **Grantor.** The word "Grantor" means the **HUTCHINS ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type-B economic development corporation,

h. **HEDC.** The word "HEDC" means Hutchins Economic Development corporation, a non-profit corporation formed for the purpose of advancing economic development in the City of Hutchins, Texas.

i. **Recipient.** The word "Recipient" means **DALLAS COLLEGE**, a Texas institution of higher learning with a campus located in the southern sector of Dallas County, City of Hutchins, Texas.

SECTION 3. INCENTIVE PAYMENTS.

a. **Grant Payment.**

Grantor will provide up to twenty-five thousand and 0/100 dollars ($25,000) to Recipient in grant payments to be used by Recipient to fund the Facility (MTU) and its operations. The funds will be available after the signing and Effective Date of this Agreement until December 31, 2023 and are payable per the schedule set forth in Section 3(b).

b. **Payment Timing**

Of the total maximum twenty five thousand and 0/100 dollars ($25,000) in grant
payments, five thousand dollars ($5,000) will be payable upon execution and approval of the Agreement by the respective parties and their governing bodies; ($10,000) will be paid upon receipt and acceptance of the first annual report required under Section 4(a)(8), and 4(b) and the remaining ten thousand ($10,000) will be payable upon receipt and acceptance of the second annual report required under Section 4(a)(8) and 4(b).

SECTION 4. RECIPIENT OBLIGATIONS

a. Recipient shall comply with the following terms and satisfy the following obligations to be eligible for the Incentive Payments above:

(1) **Grant Payment Drawdown.** Recipient shall draw down the funds made available by Grantor no later than December 31, 2023.

(2) **MTU Program Inception.** Recipient shall complete the MTU vehicle and begin instruction or training no later than March 31, 2021.

(3) **Hutchins Resident Training.** During the first two (2) years of MTU program operation, Recipient will use the MTU program to provide training to City of Hutchins, Texas residents and/or persons employed within the City of Hutchins, Texas in work fields that pay at least $45,000 annually, as determined by U.S. Department of Labor statistics or other metrics acceptable to Grantor.

(4) **Hutchins Site Visits.** During the first two (2) years of MTU program operation, Recipient will use the MTU program to visit at least fifteen (10) industrial, distribution, or other commercial sites within the City of Hutchins to offer training and/or marketing of the MTU program.

(5) **Hutchins Resident Contact.** Recipient will contact Hutchins residents annually regarding the program. Contact may be done through direct mailing, targeted social media, advertising, resident training, site visits, and special events.

(6) **Special Events.** Recipient will participate in, or host at least five (3) special events during each calendar year. The special events can be City-sponsored events such as parades, National Night Out, etc., or a standalone event hosted by Recipient.

(7) **DISD Outreach Program.** Recipient will conduct at least two (2) annual outreach programs using the MTU in conjunction with Hutchins High School.

(8) **Annual Reports.** Recipient will provide City with an Annual Report within thirty (30) days of the anniversary of the Effective Date of this Agreement, containing the following information:

(a) Total number of outreach events (and number conducted in the City of Hutchins);

(b) Total number of participants in the program and number of
participants who are City residents and who are employed in the City;

(c) Total number of participants enrolled in MTU programs, including breakdowns showing number of Hutchins residents and workers; and

(d) Total number of participants completing a program or certificate, including breakdowns showing number of Hutchins residents and workers.

(9) Marketing. Recipient agrees to include favorable mentions of the City in its MTU-related Facebook, Twitter, website, and other social media marketing efforts and agrees that the City of Hutchins logo or other marketing will have prominent marketing on the MTU.

b. Compliance Certificates and Reports. Recipient shall provide Grantor with compliance certificates when requested or required hereunder, such certificates or reports specifying or reflecting:

(1) A list of trainees who qualify as Hutchins residents or persons employed in the City pursuant to Section 4(a)(3);

(2) A report of sites visited showing dates, location, and activity to show compliance with Section 4(a)(4).

(3) The Annual Reports will be given to the City for the Term of this Agreement showing the year’s progress towards fulfilling the Recipient obligations.

c. Performance. Recipient agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Recipient and Grantor.

SECTION 5. CESSATION OF INCENTIVE PAYMENTS.

If Grantor has made any commitment to make any Incentive Payment to Recipient, whether under this Agreement or under any other agreement, Grantor shall have no obligation to advance or disburse Incentive Payment funds if:

a. Recipient becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or

b. during the pendency of an Event of Default.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement.

a. Recipient Obligations. Failure of Recipient to complete any recipient obligations set forth in Section 4.
b. **False Statements.** Any warranty, representation or statement made or furnished to Grantor by or on behalf of Recipient under this Agreement or any related document (including but not limited to any applications for economic development funds) that is false or misleading in any material respect, either now or at the time made or furnished.

c. **Insolvency.** Recipient's insolvency, appointment of receiver for any part of Recipient's property, any assignment for the benefit of creditors of Recipient, any type of creditor workout for Recipient, or the commencement of any proceeding under any bankruptcy or insolvency laws by Recipient or against Recipient and not dismissed within sixty (60) days of filing thereof.

d. **Ad Valorem Taxes.** Failure of Recipient to pay, prior to delinquency, all taxes and assessments levied or assessed upon Recipient's real property improvements or business personal property.

e. **Undocumented workers.** Recipient certifies that Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324a(f), Recipient shall be in default hereunder.

f. **Other Defaults.** Failure of Recipient after written notice and thirty (30) days opportunity to cure, to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any other term, obligation, covenant or condition contained in any other obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any other term, obligation, covenant or condition contained in any other written agreement between Grantor and Recipient, and specifically, should Recipient sublet or assign any of its interest in any portion of the Facility to any unrelated or unaffiliated entity without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**SECTION 7. EFFECT OF AN EVENT OF DEFAULT.**

If any Event of Default shall occur and upon thirty (30) days written notice and opportunity to cure Recipient has not cured such Event of Default within 30 days of written notice, then all commitments of Grantor under this Agreement immediately shall terminate (including any obligation to make Incentive Payments), and all amounts previously disbursed as Incentive Payments, not otherwise forgiven by action of the HEDC Board or City Council, as applicable, will become immediately due and payable, all without notice of any kind to Recipient, at the option of Grantor, except for an Event of Default described in the "Insolvency" subsection above, in which case such acceleration shall be automatic and not optional. Any Default which may be cured by the payment of money shall not extend beyond the 30-day period referenced herein.

**SECTION 8. INDEMNIFICATION.**

SOLELY TO THE EXTENT PERMITTED BY TEXAS LAW, AND WITHOUT WAIVING, ANY UNNINITIES TO WHICH IT IS ENTITLED, RECIPIENT SHALL INDEMNIFY,
SAVE, AND HOLD HARMLESS GRANTOR, ITS DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST:

A. ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION THAT ARE ASSERTED AGAINST ANY INDEMNITEE IF THE CLAIM, DEMAND, ACTION OR CAUSE OF ACTION RELATES TO TORTIOUS INTERFERENCE WITH CONTRACT OR BUSINESS INTERFERENCE, OR WRONGFUL OR NEGLIGENT USE OF GRANTOR'S INCENTIVE PAYMENTS BY RECIPIENT OR ITS AGENTS AND EMPLOYEES;

B. ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY RELATED TO A CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN WHICH GRANTOR IS A DISINTERESTED PARTY;

C. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF GRANTOR OR RECIPIENT TO ENTER INTO THIS AGREEMENT; AND

D. ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) THAT ANY INDEMNITEE SUFFERS OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT RECIPIENT SHALL HAVE NO OBLIGATION UNDER THIS SECTION TO GRANTOR WITH RESPECT TO ANY OF THE FOREGOING TO THE EXTENT THAT SUCH CLAIMS OR LIABILITIES ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR THE BREACH BY GRANTOR OF THIS AGREEMENT.

IF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE SHALL PROMPTLY NOTIFY RECIPIENT, BUT THE FAILURE TO SO PROMPTLY NOTIFY RECIPIENT SHALL NOT AFFECT RECIPIENT'S OBLIGATIONS UNDER THIS SECTION UNLESS SUCH FAILURE MATERIALLY PREJUDICES RECIPIENT'S RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY RECIPIENT IN WRITING, AS SO LONG AS NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING, SUCH INDEMNITEE SHALL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AND SHALL PERMIT RECIPIENT TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING FOR WHICH RECIPIENT MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER SHALL GIVE RECIPIENT WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND SHALL OBTAIN RECIPIENT'S CONCURRENCE THERETO.
SECTION 9. RECIPIENT'S REPRESENTATIONS.

By execution hereof, the signatories warrant and represent that they have the requisite authority to execute this Agreement and any related documents and that the representations made herein, and in the related documents, are true and accurate in all respects.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

a. Amendments. This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. Applicable Law and Venue. This Agreement has been delivered to Grantor and accepted by Grantor in the State of Texas. Recipient agrees to submit to the jurisdiction of the courts of Dallas County, State of Texas, and that venue is proper in said County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws.

c. Employee Hiring, Materials and Supplies Purchase. Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Grantor requests that Recipient use good faith efforts to satisfy its need for all additional employees from City residents and purchase all materials, supplies and services necessary to affect the construction and subsequent occupancy of the Property from City merchants and businesses.

d. Community Involvement. Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Recipient agrees to use good faith efforts to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in City, and to actively encourage its employees to be involved in such organizations and/or activities.

e. Recipient Audit. Recipient agrees to allow Grantor, at a time mutually acceptable to Grantor and Recipient, to audit at Grantor's expense all of Recipient's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure Recipient's compliance with the affirmative covenants and duties set forth in Sections 3 and 4 herein; (ii) to determine the existence of an Event of Default set forth in Section 6 herein; and (iii) to ensure compliance with any other term or condition of this Agreement or any related document.

f. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

g. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or deposited in the United
States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Recipient agrees to keep Grantor informed at all times of Recipient's current address.

h. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

i. **Survival.** All warranties, representations, and covenants made by Recipient in this Agreement or in any certificate or other instrument delivered by Recipient to Grantor under this Agreement shall be considered to have been relied upon by Grantor and will survive the payment of any Incentive Payments under this Agreement regardless of any investigation made by Grantor or on Grantor's behalf.

j. **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether the suit proceeds to final judgment.

k. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

l. **Counterparts.** This Agreement may be executed in counterparts, and such counterparts together shall constitute but one original of the Agreement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

m. **Waiver.** No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

n. **No Interpretation Against Drafter.** Recipient and Grantor have participated in negotiating and drafting this Agreement and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be
interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

o. **Assignment.** Assignment of any benefit or obligation under this Agreement may not be made without prior written consent of the City.

RECIPIENT ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS LOAN AGREEMENT, AND RECIPIENT AGREES TO ITS TERMS.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF DECEMBER 1, 2020.

RECIPIENT:

**DALLAS COLLEGE,**
**CEDAR VALLEY CAMPUS**
a Texas institution of higher learning

By: _______________________

Dr. JOSEPH SEABROOKS
President, Cedar Valley Campus

Date Signed: _______________________

GRANTOR:

**HUTCHINS ECONOMIC DEVELOPMENT CORPORATION**
a Texas Type-B economic development corporation

By: _______________________

Guy Brown
Executive Director

Date Signed: _______________________

PREPARED IN THE OFFICES OF:
MEETING DATE: November 12, 2020
SUBMITTED BY: Guy Brown, EDC Ex. Dir.
AGENDA ITEM: E. 3.
AGENDA CAPTION: Consideration and action regarding Hutchins Economic Development Corporation newsletter.

Background Information

The Executive Director is recommending that the HEDC initiate a newsletter that would be issued to residents and businesses twice a year. The newsletter would contain information about the HEDC activities and business development in Hutchins.

Budget Implications

The cost to produce print and mail the newsletter would be approximately $1,300. The Advertising and Promotion Line Item would be used for the expenditure.

Operational Impact

There is no operational impact.

Legal Review

The City Attorney has not reviewed this item.

Staff Recommendation

Staff is recommending that the Hutchins Economic Development Corporation Board of Directors discuss the content and begin to develop a newsletter.

Supporting Documentation and Attachments

- Sample Newsletter
- Sample Survey Insert
Sachse Council Selects Northern Route of Tollway

Citing the need for commercial development, the Sachse City Council recently approved a resolution supporting the eastern extension of the President George Bush Tollway and declaring publicly Sachse’s preferred alignment. The Council chose EIS Alternative 1 (Green Route), commonly known as the Northern Route.

“The Council selected the alignment of the Tollway that most benefits our citizens. We would like to thank the City Council for their vision and leadership on the Tollway issue,” Charles Elk, President of the Sachse Economic Development Corporation (SEDC) said.

The City of Sachse has been preparing for the Tollway for years. The Council’s support of the Northern Route marked a big step forward for the project.

“Expanding the tax base through commercial growth is an effective way to generate new revenues for the city while holding down tax rates for homeowners,” SEDC Board Member Marcus Cooper said.

(Continued on page 3)

Retail on the Rise in Sachse

Oak Grove Plaza/Kroger Opens

The City of Sachse’s retail sales tax income has risen over 44 percent this year. This percentage increase is the largest in the area.

“The increase in sales tax income from 2002 to 2003 is encouraging for Sachse. The new sales tax numbers demonstrate that our community can support retail development” Sachse EDC Board Member Pat Covington said.

“The SEDC believes the citizens of Sachse should be empowered with the choice to shop at home. By increasing our sales tax base, our citizens benefit and we keep more money in our community. The SEDC believes that our citizens deserve more commercial services,” SEDC Board Member Sherry Jackson said.

“We have had about 80,000 square feet of new retail development within the last year and we anticipate that we will have another 80,000 sq. ft. of new retail within the next 12 months,” SEDC Executive Director Guy Brown said.

(Continued on page 2)
Retail on the Rise (Continued from page 1)

Featuring low prices on everyday items and offering the best customer service in the grocery industry, a newly constructed Kroger Signature store located at 5190 Highway 78 in Sachse, Texas, opened its doors for shoppers.

Welcoming the new store into Sachse, Kroger President Bill Breetz, Store Manager John Roberts and Sachse city officials celebrated with a ribbon cutting ceremony on July 31, 2003.

According to Kroger Consumer Affairs Manager Russell Richard, the Kroger Signature store concept relies heavily on the input of consumers in the surrounding community. Prior to planning this new store, surveys were mailed to area residents requesting suggestions on what products and services they would like to see in their grocery store, enabling them to customize their neighborhood Kroger Signature store.

"The Signature concept is truly unique in that loyal area shoppers can request what grocery items and services they would like to see in their neighborhood Kroger store before the store is completed," said Russell Richard.

This store will provide shoppers with superior customer service while offering low prices, quality products and product variety unique to Kroger. Featuring a Nature's Market stocked with natural and organic foods, a seafood department, exclusive meat products and a deli, the new Kroger Signature store offers customers hundreds of meal planning solutions.

Other amenities in the store include a Kroger Fuel Station; a full-service pharmacy; an FTD affiliated floral shop; a bakery; aisles of beauty and health care products; and a self-service fragrance section.

"The Kroger project will increase our sales tax receipts considerably. The Mayor and council deserve recognition for their effective efforts to provide more retail to our citizens" SEDC Board Member Darrell Lensch said.

"We have seen considerable growth during the last few years in Sachse. Much of the new growth can be attributed to the President George Bush Tollway. As the Tollway advances toward Sachse, it continues to attract significant business development," SEDC Vice President Todd Ronnau said.

"In the past we have been underserved relating to retail. We think that the City of Sachse can accommodate much more retail and commercial development," SEDC Board Member Marcus Cooper said.

"We have been studying this project for two years. It is clear that this project will have a positive economic impact on the City of Sachse," SEDC Executive Director Guy Brown said.
COUNCIL SELECTS TOLLWAY ROUTE CONTINUED FROM PAGE 1

"The SEDC commissioned two economic impact studies of the Tollway. After careful examination of each alignment, we believe that the Northern Route is clearly superior," SEDC Board Member Sherry Jackson said.

"Alternative 1, the Northern Route, will generate $51,962,000 in direct income for Sachse. However, Alternative 2, the Southern Route, only creates $13,463,000 in new direct income. The Northern Route generates $38,499,000 more in direct taxes than the Southern Route. Simply put, the Northern Route provides almost 4 times more direct income for our community," SEDC President Charles Elk said.

"As the Tollway advances toward Sachse, it continues to attract significant business development. Development of the Tollway corridor will help ensure a sustainable economic future for the city. It will also make Sachse a more dynamic community by providing new employment, shopping and entertainment opportunities for our residents," SEDC Board Member Darrell Lensch said.

The City of Sachse will now focus its attention on providing the necessary public infrastructure to the area.

"Sachse must invest in public infrastructure to develop the Tollway. The financial advantages of commercial areas far outweigh the costs of pubic infrastructure. Commercial development presents Sachse residents with more shopping and dining options and helps keep property taxes low for the local homeowner," SEDC Board Member Todd Ronnau said.

SEDC HOSTS EXECUTIVE CLUB MEETING

Earlier this year, the Sachse Economic Development Corporation (SEDC) hosted its fourth Executive Club Event to honor local businesses. Over ninety (90) local business representatives attended the luncheon at the Woodbridge Golf Club pavilion.

At the meeting, the SEDC Board of Directors recognized four local businesses for their contribution to Sachse. The local businesses receiving the SEDC Executive Club Economic Excellence Award were Charles Smith and Sons Funeral Home, Garland ISD, J & K Tile and Sachse Pharmacy.

"We are grateful for all our local businesses. It is the goal of the SEDC to recognize everyone who contributes to the economic base of Sachse,” Charles Elk, SEDC President said.

At the meeting, the Board of Directors recognized three past Board Members for their service to the Sachse Economic Development Corporation. Those recognized were: Bill Boyd, Mike Felix and Scott Stauffer.

"Today we recognized the most recent departures from the Board of Directors. In the future we plan on recognizing other former SEDC Board Members for their service,” SEDC Board Member Pat Covington said.

The SEDC also used the luncheon to inform local business leaders on SEDC activities and programs including the new Kroger development and the Tollway. Throughout the next year, the Sachse Economic Development Corporation will hold similar meetings to inform local business leaders on various SEDC activities.
Postal Customer
Sachse Texas 75048

Sachse Economic Development Corporation Board of Directors

Marcus Cooper   Patsy Covington   Charles Elk

Sherry Jackson   Darrell Lensch   Todd Ronnau   Guy Brown

This newsletter is provided by the Sachse Economic Development Corporation to inform and educate the public on our programs and projects. The Sachse Economic Development Corporation is a non-profit corporation committed to creating and retaining jobs in Sachse.

The SEDC Board of Directors meets regularly to discuss and act upon issues involving the economic development of Sachse. If you have any questions about the content of this newsletter or would like to more information about the SEDC please contact us at 972-675-0562 or visit our offices at 5560 Highway 78 in Sachse.
December 1, 2020

Dear Citizen of Hutchins:

Thank you for your interest in the Hutchins Economic Development Corporation (HEDC).

In 1994, the citizens of Hutchins established the Hutchins Economic Development Corporation through a referendum vote. The HEDC is a non-profit organization created to support companies during their site selection, community evaluation and business expansion process.

A seven-member Board of Directors supervises the Hutchins Economic Development Corporation. Board Members are volunteers who reside in Hutchins and want to strengthen the local tax base and provide more services to our citizens. The Mission of the HEDC Board of Directors is to assist in the retention and expansion of business in Hutchins.

The Hutchins Economic Development Corporation wants to facilitate a local government that is responsive and beneficial to business. The HEDC is prepared to advance a public-private partnership intended to help Hutchins grow and prosper - a partnership that generates new job opportunities, increased capital investment and overall community improvement.

We are confident that the investments the HEDC will make over the next year will benefit the City of Hutchins. We wish to set forth a foundation for local business that builds on the character and quality of life of our community.

If you would like to assist the HEDC in our efforts to expand economic opportunity in Hutchins, please fill out the survey on the reverse side of this paper. The HEDC uses the information from this survey as the basis of our future activities.

Board of Directors
Hutchins Economic Development Corporation
The Hutchins Economic Development Corporation wants your opinion on future development in Hutchins. Please fill out the following survey and mail it to PO BOX 361, Hutchins Texas 75141 or place it in the Drop Box at City Hall.

Do you believe that this Newsletter was informative?

☐ Very Informative
☐ Somewhat informative
☐ Not Informative

Would you like to receive regular updates on HEDC activities?

☐ Yes
☐ No

Do you support HEDC efforts to develop the Industrial Jobs in Hutchins?

☐ Yes
☐ No

☐ Undecided, I would like more information on the HEDC efforts regarding the Industrial Jobs in Hutchins.

Do you support the general development of Commercial and Industrial Property in Hutchins?

☐ Yes
☐ No

☐ Undecided, I would like more information on the HEDC development activities.

Do you support HEDC efforts to locate the more Retail Projects in Hutchins?

☐ Yes
☐ No

☐ Undecided, I would like more information on the HEDC efforts regarding Retail in Hutchins.

Do you support the use of incentives in order to locate and retain businesses?

☐ Yes
☐ No

☐ Undecided, I would like more information on business incentives

Please Rank, in order of 1 (most important) to 7 (least important) the types of development you would like to the HEDC to pursue in the future.

___ General Retail
___ Industrial Development
___ Tollway District
___ Service Businesses (Dry Cleaners, Professional Office, Doctor, ect.)
___ Restaurants
___ Establishment of a “Downtown District”
___ Residential Development

Please add any additional comments in the space below

(Optional, if you would like to get emailed updates on HEDC Activities)

Name:

Address:

Email:
EDC Update
November 12, 2020

Seefried USAA (2.4 Million SF)

Seefried Site

Majestic

Majestic Project
Union Pacific

Business Locations 2012 - Present
- Shippers Warehouse (Duke) 600,000 Sq. Ft.
- Shippers 2 (Duke) 600,000 Sq. Ft.
- American Standard (Duke) 600,000 Sq. Ft.
- Adessa (Allen) 400,000 Sq. Ft.
- Georgia Pacific (Hillwood) 1,500,000 Sq. Ft.
- Core 5 700,000 Sq. Ft.
- Biagi (Scannell) 400,000 Sq. Ft.
- 2 Spec Buildings (Majestic) 1,500,000 Sq. Ft.
- KTN 2,500,000 Sq Ft
- USAA/Seffried 3,000,000 Sq. Ft.

Approximately 12 Million Square Feet
Expected in the next 18 Months

- Tract E
  - Wintergreen Road
  - 925,000 Square Feet
  - Jones Development
- Tract F
  - 34 Acres
  - Myers and Crow
- Biagi Second Building
  - Wintergreen East of Current Location
  - Additional 400,000 Square Feet

18 Month Project cont.

- Seefried 2
  - Second Building on Cleveland
  - 800,000 Square Feet
- Bank
  - South of Jack in the Box
  - 99,000 Sq Ft. Tract
  - Full Service Bank

Biagi

Future Projects

Constellation Brewery
KTN

- 70% of Containers go back to Asia Empty.
- 2.5 Million Square Feet of packaging and distribution.
- Ships Plastics and Polymers overseas.
Hotel Project:

- The Project will construct:
  - Holiday Inn Express - 106 Rooms - 63,326 Sq. Ft
  - Towne Place - 99 Rooms - 59,809 Sq. Ft.
  - Retail Shopping Center - 16,619 Sq. Ft.

- Potential Multi Family
  - Is not zoned

Hotel Site Plan

HI Express
Holiday Inn Express
- 1.769 Acres
- 63,316 Sq Ft.
- 106 Rooms
- 9,000,000 Taxable Value
- 25 Employees
- $120,000 annual Hotel Occupancy Tax (HOT)

TownPlace Suites

QT Hotel Site Retail 17,200 SF

Retail Project
- 16,619 Square Feet
- 28 Employees
- $2,800,000 Taxable Value

Future Projects
Est. 3.5 million

RTC