



**NOTICE OF SPECIAL MEETING AGENDA
LANCASTER ECONOMIC DEVELOPMENT CORPORATION, TYPE A
MUNICIPAL CENTER CITY CONFERENCE ROOM
211 N. HENRY STREET, LANCASTER, TEXAS**



Tuesday, December 8, 2020 - 7:00 PM

While the President may be physically present at City Hall, the other board members will attend via video or audio link due to the COVID-19 emergency situation.

IMPORTANT NOTICE: Due to the COVID-19 (coronavirus) state of emergency and consistent with the Governor's Order regarding modifications to the Texas Open Meetings Act ("TOMA"), and executive orders regarding the public will not be admitted to the physical meeting location.

Please click the link below for forms:

<https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation>

Please click the link below to join the webinar:

https://us02web.zoom.us/webinar/register/WN_poZS5DQSQd2Cas4nX_d0qw

The meeting will be broadcast live via video at the following address:

<http://www.lancaster-tx.com/324/Watch-Meetings>

CALL TO ORDER

PUBLIC TESTIMONY:

At this time citizens who have pre-registered before the call to order will be allowed to speak on consent or action item on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Boards and Commissions Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider approval of minutes from the Lancaster Economic Development Corporation (LEDC) Special Meeting held on September 24, 2020.

ACTION:

2. Discuss and consider a resolution authorizing a grant agreement, in an amount not to exceed \$77,900, with Kodiak Robotics, Inc. from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.
3. Discuss and consider a resolution authorizing a grant agreement, in an amount not to exceed \$50,001, with Dallas College from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the development of a new Mobile Training Unit program.

ADJOURNMENT

EXECUTIVE SESSION: The Boards and Commissions reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the Boards and Commissions are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on December 4, 2020 @ 7:00 p.m. and copies thereof were provided to the Lancaster Economic Development Corporation board members.



Board Secretary

CITY OF LANCASTER BOARDS AND COMMISSIONS

Lancaster Economic Development Corporation

1.

Meeting Date: 12/08/2020

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s):

- Effective Municipal Operations
- Financially Sound City Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Consider approval of minutes from the Lancaster Economic Development Corporation (LEDC) Special Meeting held on September 24, 2020.

Background:

Attached for your review and consideration are minutes from the LEDC Special Meeting held on September 24, 2020.

Attachments

September 24, 2020 Minutes

MINUTES

LANCASTER ECONOMIC DEVELOPMENT CORPORATION BOARD MEETING OF
SEPTEMBER 24, 2020

The Lancaster Economic Development Corporation board members of the City of Lancaster, Texas, met in a called Special Session in the Conference Room of City Hall on September 24, 2020 at 7:00 p.m. with a quorum present to-wit:

Board Members Present:

Ted Burk, President
Sandi Collier, Board member
Adrienne Davis, Board member
Octavia Giadolor, Board member

Board Members Absent:

Ellen Clark, Vice President

City Staff Present:

Shane Shepard, Director of Economic Development/Assistant Board Secretary
Sorangel Arenas, City Secretary
Karl Stundins, Research and Business Development Manager

Others Present:

Dr. Joe Seabrooks, Dallas College
Patricia Davis, Dallas College

Call to Order

President Burk called the meeting to order at 7:03 p.m. on September 24, 2020. The Board considered the Consent Agenda items together. Draft copies of the minutes and presentations concerning items two and three were included in the Board packet of materials. The consent agenda included the following items:

1. Consider approval of minutes from the Lancaster Economic Development Corporation (LEDC) Special Meeting held on December 12, 2019 and Joint Special Meeting held on March 2, 2020.
2. Receive a presentation and discuss the Lancaster Economic Development Corporation (LEDC) [Type A] Quarterly Financial Report for the third quarter of FY 2019-2020 for the period ending June 30, 2020.
3. Discuss and review the proposed FY 2020/2021 budget for the Economic Development Fund (LEDC).

MOTION: Board Member Giadolor made a motion to approve all the Consent Agenda items which was seconded by Board Member Davis. The vote was cast 4 for, 0 against [Vice President Clark absent].

The action agenda included the following items:

4. Discuss and consider a resolution extending the term of a Performance Agreement between Lancaster Economic Development Corporation (LEDC) and Dallas College, formerly Cedar Valley College (CVC) from September 30, 2020 to September 30, 2021, in support of a grant to CVC from funds collected from one fourth (1/4) of one (1) percent additional sales and use tax for development of a new Heating, Ventilation and Air Conditioning (HVAC) program provided by Dallas College.

Shane Shepard provided background information on the requested extension due to issues related to the Covid-19 pandemic. The Board discussed this item.

MOTION: Board Member Collier made a motion to approve this item which was seconded by Board Member Giadolor. The vote was cast 4 for, 0 against [Vice President Clark absent].

- 5. Discuss and consider a resolution authorizing a grant agreement, in an amount not to exceed \$50,000, with Dallas College from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.**

Shane Shepard provided background information on the requested grant. Dr. Seabrooks and Ms. Davis from Cedar Valley College branch of Dallas College answered questions from Board members related to the funding request. The Board discussed this item.

MOTION: Board Member Collier made a motion to table this item to allow staff to meet with Dallas College officials and address Board questions related to the project. Concerns were expressed by several board members that additional contingencies needed to be added to the agreement to insure that the proposed Mobile Training Unit be better utilized by Lancaster residents and businesses and that staff work with Dallas College staff to explore ways to use the MTU to promote the City of Lancaster. The motion was seconded by Board Member Davis. The vote was cast 4 for, 0 against [Vice President Clark absent].

Board Member Collier made a motion to adjourn. The motion was seconded by Board Member Davis and approved by a unanimous vote. The meeting was adjourned at 7:41 p.m.

ATTEST:

APPROVED:

Shane Shepard, Economic Development Director

Ted Burk, President

CITY OF LANCASTER BOARDS AND COMMISSIONS

Lancaster Economic Development Corporation

2.

Meeting Date: 12/08/2020

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Financially Sound City Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution authorizing a grant agreement, in an amount not to exceed \$77,900, with Kodiak Robotics, Inc. from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

Background:

Kodiak Robotics, Inc. (Kodiak), submitted a request for \$77,900 in matching funds to offset the cost of HVAC improvements to their existing facility located at 3951 Corporate Drive. The HVAC improvements are part of comprehensive site improvements needed to allow Kodiak to remain in their existing facility through the end of December 2023.

The total estimated cost of the project is \$325,000. Kodiak is requesting \$77,900 from the Lancaster Economic Development Corporation. This amount represents 24% (twenty-four percent) of total project cost.

Kodiak will be required to meet the following obligations:

1. **Occupation of Facility** – Kodiak agrees to occupy the facility by January 31, 2021;
2. **Certificate of Occupancy** – Kodiak agrees to obtain a Certificate of Occupancy for the facility by January 31, 2021, or such later time if Kodiak has appropriately applied for the certificate by January 15, 2021;
3. **Operation of Facility** – Kodiak agrees to maintain operations in the facility through December 31, 2023;
4. **Internship Program** – Kodiak agrees to work with Dallas College to create an internship program no later than September 1, 2021. In addition, Kodiak shall show evidence of meeting, at least twice, with representatives from Lancaster ISD regarding potential future internship programs with Lancaster ISD students;
5. **Capital Investment** – Kodiak must invest a minimum of \$250,000 in the facility, exclusive of the grant amount within one year of the effective date of the agreement;
6. **Payment of City Fees** – Kodiak is required to pay all City-related development fees for the project; and
7. **Definition of and Documentation of Development Costs** – Kodiak is required to obtain accurate invoices, receipts and other written documentation regarding the amount of capital investment and HVAC costs for which Kodiak is seeking reimbursement and submit it to the Lancaster Economic Development Department for review and confirmation at the completion of the project.

Kodiak is in the Artificial Intelligence/Advanced Manufacturing industry sector, a targeted industry identified by the Economic Development Strategic Plan. The rebate is intended to help retain and expand this firm in the community and to introduce local scholars to the growing field of autonomous vehicle technology.

Rebated funds will be limited to reimbursements of actual expenditures for HVAC improvements. Receipts totaling an amount not to exceed \$77,900 for said purchases must be submitted to the City of Lancaster, Department of Economic Development.

Operational Considerations:

The administrative elements of monitoring the incentive agreement are well within the scope of staff activities.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item is being considered at a special meeting of the Lancaster Economic Development Corporation and is noticed and held in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The total incentive cost will not exceed \$77,900 over three years. Adequate funds are available in the LEDC incentive fund for this incentive.

Options/Alternatives:

1. The Lancaster Economic Development Corporation may approve the resolution, as presented.
2. The Lancaster Economic Development Corporation may deny the resolution.

Recommendation:

Staff recommends approval of the resolution and agreement.

Attachments

Agreement
Exhibit A
Exhibit B
Resolution

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **KODIAK ROBOTICS, INC.** a Delaware corporation (hereinafter referred to as “Developer”), and the **LANCASTER ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “LEDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations 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 (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (D) recycling facilities; . . . (E) distribution centers; (F) small warehouse facilities capable of serving as decentralized storage and distribution centers; (G) primary job training facilities for use by institutions of higher education; or (H) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance to install a HVAC system at their facility located at 3901 Corporate Drive, Lancaster, Texas within the city limits of the City of Lancaster, Texas; (“the Facility”) on real property owned or leased by the Developer (“the Property”) and

WHEREAS, the LEDC’s Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the

Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **January 31, 2024**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Certificate of Occupancy.** The words “Certificate of Occupancy” mean a certificate of occupancy (or its local equivalent) for the shell improvements at the Facility.
- (d) **City.** The word “City” means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.
- (e) **Developer.** The word “Developer” means **Kodiak Robotics, Inc.** a Delaware Corporation, its successors and assigns, whose address for the purposes of this Agreement

is 1049 Terra Bella Avenue, Mountain View, CA 94043.

- (f) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and LEDC, following approval by their respective Council and Board.
- (g) **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.”
- (h) **Facility.** The word Facility means City-located operations office located on the Property and as described and/or depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the “Facility” under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy during the duration of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.
- (i) **LEDC.** The word “LEDC” means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.
- (j) **Property.** The word “Property” means the approximately 414,618 square feet currently known as the SouthPointe Corporate Center as generally described and/or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes, together with any other adjacent land owned, leased or hereafter acquired by Developer
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Occupation of Facility.** Developer covenants and agrees to occupy the Facility by **January 1, 2021**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **January 31, 2021** or such later time as the Certificate of Occupancy is issued by the City if Developer has appropriately applied for such certificate by January 15, 2021.

- (c) **Operation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property at least through December 31, 2023.
- (d) **Internship Program.** In order to be eligible to receive LEDC funds under this Agreement, Developer must create an internship program in conjunction with Dallas College no later than September 1, 2021. In addition, subject to an introduction to the appropriate parties by LEDC and/or the City, no later than December 31, 2021, Developer will provide documentation (for which email shall suffice) showing at least two (2) meetings (which can be in-person or virtual) with Lancaster ISD personnel regarding potential future internship programs with LISD students focused on STEM or applied science.
- (e) **Capital Investment.** In order to be eligible to receive LEDC funds under this Agreement, Developer must invest not less than two hundred fifty thousand dollars (\$250,000.00) in the Facility, (exclusive of any grant awards issued under this program) within one (1) year of the Effective Date of this Agreement, and provide to the City receipts for the same, which for the avoidance of doubt can include any tenant improvement allowance under the Developer's lease for the Facility.
- (f) **Payment of City Fees.** Developer covenants and agrees to pay to the City all City-related development fees for the development of the Property, construction of the Facility and for Facility Operations. Those fees include (but may not be limited to) the following: special use permit fees, building permit fees, sign permit fees, plan review fees, plumbing, heating and electrical permit fees, grading permit fees, architectural review fees, variance application fees, and zoning change fees.
- (g) **Definition of and Documentation of Development Costs.** Developer covenants and agrees to obtain accurate invoices, receipts, and other written documentation regarding the amount of: (1) capital investment; and (2) HVAC costs for which Developer is seeking reimbursement, that are actually incurred and paid for the development of the Property and improvement to the Facility by January 31, 2021.
- (i) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **HVAC-Specific /Site Development Grant.** LEDC covenants and agrees to provide a

Site Development Grant of funds of up to an aggregate total of **seventy-seven thousand, nine hundred and no/100 Dollars (\$77,900.00)**. The funds may be used to reimburse Developer for actual expenses incurred and paid for HVAC-related improvements on the Facility, such improvements to be made within one (1) year of the Effective Date of this Agreement. Reimbursement of funds to Developer will be made reasonably promptly following submission of accurate invoices, receipts and other written documentation as reasonably requested by LEDC.

- (b) **Maximum LEDC Payment under this Agreement.** The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other Agreement involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **seventy-seven thousand, nine hundred and no/100 Dollars (\$77,900.00)**.

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or LEDC to materially comply with or to materially perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between Developer and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or

contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.

- (e) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations through at least December 31, 2023. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 (a)-(d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement shall become due and payable within 30 days by Developer to the LEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement 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 shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **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.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **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, or court injunction, 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 obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:

Kodiak Robotics, Inc.
1049 Terra Bella Avenue

Mountain View, CA 94043
Attn: Legal Department
Email: legal@kodiak.ai

if to LEDC:

Lancaster Economic Development Corporation
P.O. Box 940
Lancaster, Texas 75146
Attn: Director
Telephone: 972/218-1303

- (i) **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.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer 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, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.
- (l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (n) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

***KODIAK ROBOTICS, INC.,
a Delaware corporation***

By: _____

Name:

Position:

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of December, 2020 by _____, _____ of _____, a _____ [state][entity type], on behalf of said [state] [entity type].

Notary Public, State of Texas

LEDC:

***LANCASTER ECONOMIC
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____

Name: _____

President

Date Signed: _____

ATTEST:

Shane Shepard, Secretary

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the _____ day of December 2020, by _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit B

[Facility – Site Plan]

EXHIBIT A-1

LEGAL DESCRIPTION OF REAL PROPERTY

TRACT ONE (FEE TRACT)

BEING ALL OF LOT 3, BLOCK 1, OF SOUTHPOINTE CORPORATE CENTER, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 201300251920, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO (FEE TRACT)

BEING A 25.334 ACRE TRACT OF LAND SITUATED IN THE SILAS B. RUNYON SURVEY, ABSTRACT NO. 1199, CITY OF LANCASTER, DALLAS COUNTY, TEXAS AND BEING ALL OF THAT CALLED 25.4716 ACRE TRACT OF LAND DESIGNATED AS TRACT 2C IN THE WARRANTY DEED TO HIGHLAND PARK LAND COMPANY RECORDED IN INSTRUMENT NUMBER 201100269768, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), SAID 25.334 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION CONCRETE RIGHT-OF-WAY MARKER FOUND FOR THE NORTHWEST CORNER OF SAID 25.4716 ACRE TRACT OF LAND AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20, (A VARIABLE WIDTH CONTROLLED ACCESS PUBLIC RIGHT-OF-WAY, AS DESCRIBED TO THE STATE OF TEXAS IN THE DEED RECORDED IN VOLUME 855, PAGE 1128 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING THE NORTHEAST CORNER OF THAT CALLED 1.595 ACRE TRACT OF LAND DESCRIBED TO JMJ DIRECTION OUTDOOR, LLC IN THE SPECIAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 201100228492, O.P.R.D.C.T.

THENCE NORTH 87°03'19" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20, A DISTANCE OF 734.17 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE NORTH 84°12'30" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.02 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 20 WITH THE WESTERLY RIGHT-OF-WAY LINE OF CORPORATE DRIVE, (A 50-FOOT PUBLIC RIGHT-OF-WAY) AS DEDICATED BY THE FINAL PLAT OF SOUTHPOINTE CORPORATE CENTER, AN ADDITION TO THE CITY OF LANCASTER RECORDED IN INSTRUMENT NUMBER 201000105011, O.P.R.D.C.T.;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CORPORATE DRIVE, THE FOLLOWING SIX (6) CALLS:

1. SOUTH 49°59'52" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 34.87 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;
2. SOUTH 04°12'18" EAST, A DISTANCE OF 24.31 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET;
3. SOUTHEASTERLY WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 44°17'05" FOR AN ARC LENGTH OF 367.13 FEET, A CHORD BEARING OF SOUTH 26°20'50" EAST AND A CHORD DISTANCE OF 358.06 FEET TO A 5/8-INCH IRON ROD

WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF TANGENCY;

4. SOUTH 48°29'23" EAST, A DISTANCE OF 163.78 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET;
5. SOUTHEASTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°10'59" FOR AN ARC LENGTH OF 349.99 FEET, A CHORD BEARING OF SOUTH 24°53'53" EAST AND A CHORD DISTANCE OF 340.18 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF TANGENCY;
6. SOUTH 01°18'24" EAST, A DISTANCE OF 278.24 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPONTE DRIVE, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS DEDICATED BY SAID FINAL PLAT OF SOUTHPONTE CORPORATE CENTER;

THENCE NORTH 88°41'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2,263.75 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF HOUSTON SCHOOL ROAD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE SOUTH 46°18'44" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 28.29 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE SOUTH END OF SAID CORNER CLIP IN THE WESTERLY RIGHT-OF-WAY LINE OF SAID HOUSTON SCHOOL ROAD AND BEING IN THE NORTH LINE OF THE REMAINING PORTION OF THAT CALLED 0.50 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED FROM LARRY RHOADES AND RHONDA CLEVELAND RHOADES TO JAMIE VILLANUEVA RECORDED IN VOLUME 2003174, PAGE 2320, D.R.D.C.T.;

THENCE SOUTH 88°41'36" WEST ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 0.50 ACRE TRACT OF LAND, AT A DISTANCE OF 568.25 FEET PASSING THE NORTHWEST CORNER OF SAID 0.50 ACRE TRACT OF LAND SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF THAT CALLED 60.959 ACRE TRACT OF LAND DESCRIBED TO RANDY JUSTISS AND VIRGINIA A. JUSTISS IN THE EXECUTER'S DEED RECORDED IN INSTRUMENT NUMBER 200900077417, O.P.R.D.C.T., CONTINUING ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 60.959 ACRE TRACT OF LAND IN ALL FOR A TOTAL DISTANCE OF 2,118.45 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE SOUTH 01°06'22" EAST CONTINUING ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID 60.959 ACRE TRACT OF LAND, A DISTANCE OF 312.49 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER IN THE NORTH LINE OF LOT 2, BLOCK A OF CONTRACT FREIGHTERS, INC. ADDITION, AN ADDITION TO THE CITY OF LANCASTER ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 99155, PAGE 60, D.R.D.C.T.;

THENCE SOUTH 88°58'03" WEST ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID LOT 2, AT A CALLED DISTANCE OF 144.68 FEET PASSING THE NORTHWEST CORNER OF SAID LOT 2 SAME BEING THE NORTHEAST CORNER OF LOT 1, BLOCK A OF SAID CONTRACT FREIGHTERS, INC. ADDITION, CONTINUING ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID LOT 1 IN ALL FOR A TOTAL DISTANCE OF 733.61 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 25.4716 ACRE TRACT OF LAND AND BEING IN THE EAST RIGHT-OF-WAY LINE OF EATON AVENUE (A CALLED 50-FOOT PUBLIC RIGHT-OF-WAY) AS DEDICATED BY THE DANIELDALE ADDITION, AN ADDITION TO THE CITY OF LANCASTER RECORDED IN VOLUME 35, PAGE 213, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.);

THENCE ALONG THE COMMON LINE OF SAID 25.4716 ACRE TRACT OF LAND AND SAID DANIELDALE ADDITION, THE FOLLOWING TWO (2) CALLS:

1. NORTH 00°01'45" WEST, A DISTANCE OF 833.92 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID EATON AVENUE WITH THE NORTH RIGHT-OF-WAY LINE OF BRANTLEY DRIVE (A CALLED 25-FOOT PUBLIC RIGHT-OF-WAY) AND FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 03°33' EAST, A DISTANCE OF 13.4 FEET;
2. SOUTH 89°05'58" WEST, A DISTANCE OF 724.42 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID BRANTLEY DRIVE WITH THE EAST RIGHT-OF-WAY LINE OF PATMAN DRIVE (A CALLED 50-FOOT PUBLIC RIGHT-OF-WAY) AND FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 00°53' EAST, A DISTANCE OF 6.7 FEET AND A 1/2-INCH IRON ROD FOUND BEARS NORTH 87°21' WEST, A DISTANCE OF 19.4 FEET;

THENCE NORTH 01°48'07" WEST, CONTINUING ALONG SAID COMMON LINE AT A DISTANCE OF 345.04 FEET PASSING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID PATMAN DRIVE WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BRANTLEY DRIVE SAME BEING THE SOUTHEAST CORNER OF THE AFOREMENTIONED 1.595 ACRE TRACT OF LAND DESCRIBED TO JMJ DIRECTION OUTDOOR, LLC, CONTINUING ALONG THE COMMON LINE OF SAID 1.595 ACRE TRACT OF LAND AND SAID 25.4716 ACRE TRACT OF LAND IN ALL A TOTAL DISTANCE 533.50 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 1,103,536 SQUARE FEET OR 25.334 ACRES OF LAND.

NOTE:

THIS DESCRIPTION WAS PREPARED TO REFLECT THE CURRENT CONDITIONS OF THE SUBJECT PROPERTY

TRACT THREE (EASEMENT ESTATE)

NON-EXCLUSIVE EASEMENT PURSUANT TO GRADING EASEMENT GRANTED BY RANDY JUSTISS, AS INDEPENDENT EXECUTOR OF THE ESTATE OF OSCAR VICTOR EASTEP, DECEASED, TO WRC SOUTHPOINTE BUILDING 1 PARTNERS, L.P. AND WRC SOUTHPOINTE LAND PARTNERS, L.P. DATED MARCH, 31, 2008, FILED MAY 02, 2008, RECORDED UNDER CLERK'S FILE NO. 20080146189, REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, OVER, UPON AND ACROSS THE PROPERTY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "D" THEREIN.

EXHIBIT A

PREMISES



RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER TEXAS, (LEDC), APPROVING A GRANT AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$77,900, WITH KODIAK ROBOTICS, INC. FROM FUNDS COLLECTED FROM 1/4 OF 1 PERCENT ADDITIONAL SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES, AS AUTHORIZED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, Kodiak Robotics, Inc. seeks to upgrade its facility in order to commit to maintaining operations in Lancaster through the end of December 2023; and

WHEREAS, Kodiak Robotics, Inc. requested a grant for \$77,900 associated with HVAC improvements needed to allow the company to continue operations in Lancaster, Texas through the end of December, 2023; and

WHEREAS, the total cost of the project expenditures is \$325,000; and

WHEREAS, the Board of Directors of the LEDC is responsible for the review and evaluation of Type A incentive and grant applications; and

WHEREAS, the Board of Directors of the LEDC is also responsible for recommending Type A Grants to the Lancaster City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the Board of Directors of the Lancaster Economic Development Corporation approves the resolution and Grant Agreement, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND ADOPTED ON THIS _____ DAY OF DECEMBER, 2020.

APPROVED:

ATTEST:

Ted Burk, President
Director

Shane Shepard, Economic Development

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER BOARDS AND COMMISSIONS

Lancaster Economic Development Corporation

3.

Meeting Date: 12/08/2020

Policy Statement: This request supports the City Council 2020-2021 Policy Agenda

Goal(s): Financially Sound City Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

Agenda Caption:

Discuss and consider a resolution authorizing a grant agreement, in an amount not to exceed \$50,001, with Dallas College from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the development of a new Mobile Training Unit program.

Background:

Dallas College, formerly Cedar Valley College (CVC), submitted a request for matching funds to enable the college to purchase a 53-foot customized Mobile Training Unit (MTU) trailer to deliver training at various employer locations. Dallas College intends to use the trailer to provide certificate programs for Industrial Maintenance Technician, Electrical Technician, Mechatronic Technician and Logistics and promote programs in Automotive, Diesel and HVAC.

The total estimated cost of the project is \$515,295. Dallas College is requesting \$50,001 from the Lancaster Economic Development Corporation. This amount represents 9.7% of the total project cost. A contribution above \$50,000 qualifies the City as a Diamond Sponsor of the MTU. This ensures 'title signage,' six events in year 1 and five events in year 2. A contribution of up to \$50,000 only allows for prominent signage on the trailer, five events in year 1, and four events in year 2.

Dallas College requested the City and Economic Development Corporation (EDC) to participate by allocating funds to assist with real and business personal property to be utilized within the program. The total match for the grant is \$50,001. Other entities expected to participate include: DeSoto Economic Development Corporation and the City of Dallas. In order to be eligible for the grant, Dallas College will be required to meet the following obligations:

1. **Grant Payment Draw Down** - Recipient shall draw down the funds made available by Grantor no later than January 31, 2023;
2. **MTU Program Inception** - Recipient shall complete the MTU and begin instruction or training no later than December 31, 2021;
3. **Lancaster Resident Training** - During the first three (3) years of the MTU program operation, Recipient will use the MTU program to provide training to at least twenty-five (25) City of Lancaster residents and/or persons employed within the City of Lancaster, 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. **Lancaster Site Visits** - During the first three (3) years of MTU program operation, Recipient will use the MTU program to visit at least fifteen (15) industrial, distribution, or other commercial sites within the City of Lancaster to offer training and/or marketing of the MTU program;
5. **Lancaster Resident Contact** – Recipient will make contact with at least 1,000 Lancaster residents annually regarding the program;
6. **Special Events** – Recipient will participate in, or host at least five (5) special events during each calendar year. The special events can be City-sponsored events such as parades, National Night Out, etc., or a stand-alone event hosted by Recipient;

7. **Lancaster ISD Outreach Program** – Recipient will conduct at least two (2) annual outreach programs using the MTU in conjunction with Lancaster ISD;

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 Lancaster);
- b. Total number of participants in the program and number of participants who are City residents and/or are employed in the City;
- c. Total number of participants enrolled in MTU programs, including breakdowns showing number of Lancaster residents and workers; and
- d. Total number of participants completing a program or obtaining a certificate, including breakdowns showing number of Lancaster residents and workers; and

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 Lancaster logo or other marketing will be the most prominent marketing on the exterior of the MTU.

Understanding and meeting the needs of Lancaster and the labor market, Dallas College will provide a comprehensive technical training program that will prepare students for careers in Industrial Maintenance, Electrical, Mechatronics, Logistics, Automotive, and Diesel positions in the north Texas service area and beyond. These programs will allow students to obtain marketable skills in order to make an above-average salary in high demand industries.

Allocated funds must be used for real or business personal property purchases. Receipts totaling an amount not to exceed \$50,001 for said purchases must be submitted to the City of Lancaster, Department of Economic Development.

Operational Considerations:

The administrative elements of monitoring the incentive agreement are well within the scope of staff activities. This program will benefit the City of Lancaster by providing easy access to training for citizens in fields that are in high demand and expected to pay higher than the current Lancaster median income. The MTU is easily adaptable to changing employment opportunities and can supply specific training to individual sites within the city.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item is being considered at a Special Meeting of the Lancaster Economic Development Corporation (LEDC), in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The grant, if fully exercised, would total \$50,001.

Options/Alternatives:

1. The Lancaster Economic Development Corporation (LEDC) may approve the resolution and agreement, as presented.
2. The Lancaster Economic Development Corporation (LEDC) may deny the resolution and agreement.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER TEXAS, (LEDC), APPROVING A GRANT AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$50,001, WITH DALLAS COLLEGE FROM FUNDS COLLECTED FROM 1/4 OF 1 PERCENT ADDITIONAL SALES AND USE TAX FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES, AS AUTHORIZED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the Cedar Valley College branch of the Dallas College, as successor-in-interest to Dallas Community College District, desires to improve educational and training opportunities in the community; and

WHEREAS, Dallas College requested a grant for \$50,001 associated with the construction and finish out of a Mobile Training Unit to be used to increase educational and training opportunities in the community; and

WHEREAS, the total cost of the Mobile Training Unit is estimated to be \$515,295; and

WHEREAS, the Board of Directors of the LEDC is responsible for the review and evaluation of Type A incentive and grant applications; and

WHEREAS, the Board of Directors of the LEDC is also responsible for recommending Type A Grants to the Lancaster City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the Board of Directors of the Lancaster Economic Development Corporation approves the resolution and Grant Agreement, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND ADOPTED ON THIS 8TH DAY OF DECEMBER, 2020.

APPROVED:

ATTEST:

Ted Burk, President
Director

Shane Shepard, Economic Development

APPROVED AS TO FORM:

David T. Ritter, City Attorney

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

Grantor: ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***
211 N. Henry Street
Lancaster, TX 75146

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") between ***DALLAS COLLEGE***, a Texas political subdivision of higher education ("Recipient"); and ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION*** ("LEDC"), a Texas Type-A 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 in the City of 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 Lancaster, 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, LEDC approved certain financial incentives to Recipient at its December 8, 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 Agreement shall be effective as of January 1, 2021 (the "Effective Date") and subject to prior termination or revocation, 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 January 1, 2025. **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 Lancaster, Dallas County, Texas.
- c. **Effective Date.** The words "Effective Date" means January 1, 2021.
- 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 LEDC to Recipient under this Agreement.
- g. **Grantor.** The word "Grantor" means the **LANCASTER ECONOMIC DEVELOPMENT CORPORATION**, a Texas Type-A economic development corporation,
- h. **LEDC.** The word "LEDC" means Lancaster Economic Development corporation, a non-profit corporation formed for the purpose of advancing economic development in the City of Lancaster, Texas.
- i. **Recipient.** The word "Recipient" means **DALLAS COLLEGE**, a Texas institution of higher learning with a campus located in the City of Lancaster, Texas.

SECTION 3. INCENTIVE PAYMENTS.

a. **Grant Payment.**

Grantor will provide up to Fifty Thousand and 1/100 dollars (\$50,001) to Recipient in grant payments to be used by Recipient to fund the Facility and its operations. The funds will be available after the signing and Effective Date of this Agreement until January 31, 2023, and are payable per the schedule set forth in Section 3(b)..

b. **Payment Timing**

Of the total maximum fifty thousand and no/100 dollars (\$50,000) in grant payments, ten thousand dollars (\$10,000) will be payable upon execution and approval of the Agreement by the respective parties and their governing bodies; (\$15,000) will be paid upon receipt and acceptance of the first annual report required under Section 4(a)(8), and 4(b) and the remaining twenty-five thousand (\$25,000) 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 January 31, 2023.
- (2) **MTU Program Inception.** Recipient shall complete the MTU vehicle and begin instruction or training no later than January 31, 2021.
- (3) **Lancaster Resident Training.** During the first three (3) years of MTU program operation, Recipient will use the MTU program to provide training to at least twenty-five (5) City of Lancaster, Texas residents and/or persons employed within the City of Lancaster, 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) **Lancaster Site Visits.** During the first three (3) years of MTU program operation, Recipient will use the MTU program to visit at least fifteen (15) industrial, distribution, or other commercial sites within the City of Lancaster to offer training and/or marketing of the MTU program.
- (5) **Lancaster Resident Contact.** Recipient will make contact with at least 1,000 Lancaster 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 (5) 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) **LISD Outreach Program.** Recipient will conduct at least two (2) annual outreach programs using the MTU in conjunction with LISD.
- (8) **Annual Reports.** Recipient will provide City with an Annual Report within thirty (30) days of the first two (2) years 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 Lancaster;
 - (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 Lancaster residents and workers; and
 - (d) Total number of participants completing a program or certificate, including breakdowns showing number of Lancaster 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 Lancaster logo or other marketing will be the most 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 Lancaster 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 first two years of 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 limit 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 LEDC 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 WAVING, ANY IMMUNITIES 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 or not 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 NOVEMBER 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:

**LANCASTER ECONOMIC DEVELOPMENT
CORPORATION**
a Texas Type-A economic development
corporation

By: _____
TED BURK
President

Date Signed: _____

PREPARED IN THE OFFICES OF:

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