



# ECONOMIC DEVELOPMENT CORPORATION MEETING

December 03, 2024 at 11:30 AM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## AGENDA

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### CALL MEETING TO ORDER

### ROLL CALL AND ESTABLISH A QUORUM

### CITIZEN ENGAGEMENT

This is an opportunity for the public to address the Economic Development Corporation regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement sign in sheet and state his/her name and city of residence before speaking. Speakers shall address the Economic Development Corporation with civility that is conducive to appropriate public discussion. Speakers can address only the Economic Development Corporation and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

### CONSENT AGENDA

Items considered to be routine are enacted by one motion without separate discussion. If the members of the board desire to discuss an item, the item is removed from the Consent Agenda and considered separately.

1. Consider and take appropriate action on November 5, 2024, minutes.
2. Consider and take appropriate action on October 2024 financial report.

### ITEMS FOR INDIVIDUAL CONSIDERATION

3. PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project to fund engineering for the reconstruction of Alcove Avenue between 66th street and Highway 62/82.

4. Consider and take appropriate action on WEDC sponsorships.
5. Consider and take appropriate action on contract renewal Purpose Marketing.
6. Consider and take appropriate action on Hometown Tire BRE visit.
7. Consider and take appropriate action on high school dismissal times.
8. Consider and take appropriate action on update regarding Frenship Mesa Park.

## **EXECUTIVE SESSION**

In accordance with Texas Government Code, section 551-001, et seq., the Economic Development Corporation will recess into executive session (closed meeting) to discuss the following:

- a. 551.072 Deliberations about Real Property: To deliberate the purchase, exchange, lease or value of real property.
- b. 551.087 Deliberations Regarding Economic Development Negotiations: to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of financial or other incentive to a business prospect.

## **RECONVENE INTO OPEN SESSION**

In accordance with Texas Government Code, chapter 551, the Economic Development Corporation will reconvene into regular session to consider action, if any, on matters discussed in executive session.

## **ADJOURN**

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on November 29, 2024 at 5:00 p.m.

Danielle Sweat, Economic Development Director



# ECONOMIC DEVELOPMENT CORPORATION MEETING

November 05, 2024 at 11:30 AM

Wolfforth City Hall - 302 Main Street Wolfforth, TX

## MINUTES

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### CALL MEETING TO ORDER

11:38AM

### ROLL CALL AND ESTABLISH A QUORUM

In attendance: Director, Danielle Sweat

Randy Criswell, Steve Deaton, Glen Frick, Paula Sexton, Joel Robinett

Leading EDG: Taylor McAlpine

Absent: Russell Thomasson, Nicole Butler, Shawn Vinson, Farley Reeves

### CITIZEN ENGAGEMENT

This is an opportunity for the public to address the Economic Development Corporation regarding an item on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Citizen comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. Each speaker shall approach the designated speaker location, complete the citizen engagement sign in sheet and state his/her name and city of residence before speaking. Speakers shall address the Economic Development Corporation with civility that is conducive to appropriate public discussion. Speakers can address only the Economic Development Corporation and not individual city officials or employees. The public cannot speak from the gallery but only from the designated speaker location.

No citizens comments were made.

A motion as made by Paula Sexton and seconded by Steve Deaton to approve the consent agenda.

Motion passed unanimously.

1. Consider and take appropriate action on minutes from October 1, 2024, meeting.

2. Consider and take appropriate action on September 2024 financials.

**ITEMS FOR INDIVIDUAL CONSIDERATION**

3. Motion was made by Glen Frick and seconded by Steve Deaton to move Paula Sexton from an alternate position and present her name to council for the EDC board. This motion passed unanimously.
4. A motion was made by Glen Frick and seconded by Steve Deaton to approve the remaining unused grant funds to be used by Goodline Public House. This motion passed unanimously.
5. A motion was made by Steve Deaton and seconded by Glen Frick to create a project to fund the engineering revision for Alcove street for \$521,800. This motion passed unanimously.
6. Consider and take appropriate action on the EDC funding park clean up.  
No action taken. Move to future agenda item.
7. A motion was made by Paula Sexton and seconded by Glen Frick approving a business improvement grant for up to \$10,000 for EM Properties LLC. This motion passed unanimously.
8. Consider and take appropriate action on BRE visit with Splash Brother’s car wash.  
No action taken.
9. Future agenda item requests: Discussion on Frenship High School dismissal time. Frenship Mesa park.

The board went into executive session at 12:41pm.

The board reconvened into open session at 12:58.

10. A motion was made by Glen Frick and seconded by Paula Sexton to move Steve Deaton to an ex-officio position. This motion passed unanimously.

**ADJOURN**

1:00pm

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on November 1, 2024, at 5:00 p.m.

Joel Robinett



City of Wolfforth

# EDC Income Statement Account Summary

Item # 2.

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 07 - Economic Development Corporation</b>						
<b>Revenue</b>						
<a href="#">07-000-31300-000</a>	Sales Tax	600,000.00	600,000.00	0.00	0.00	600,000.00
<a href="#">07-000-36110-000</a>	Interest income	50,000.00	50,000.00	7,058.60	7,058.60	42,941.40
<b>Revenue Total:</b>		<b>650,000.00</b>	<b>650,000.00</b>	<b>7,058.60</b>	<b>7,058.60</b>	<b>642,941.40</b>
<b>Expense</b>						
<b>ExpenseCategory: 42 - Supplies</b>						
<a href="#">07-752-42010-000</a>	Office Supplies & Expense	260.00	260.00	0.00	0.00	260.00
<a href="#">07-752-42192-000</a>	Meeting Expense	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">07-752-42195-000</a>	Special Events and Awards	20,000.00	20,000.00	185.92	185.92	19,814.08
<b>ExpenseCategory: 42 - Supplies Total:</b>		<b>22,760.00</b>	<b>22,760.00</b>	<b>185.92</b>	<b>185.92</b>	<b>22,574.08</b>
<b>ExpenseCategory: 43 - Services</b>						
<a href="#">07-752-43101-000</a>	Legal services	6,800.00	6,800.00	0.00	0.00	6,800.00
<a href="#">07-752-43110-000</a>	Other Professional Services	0.00	0.00	5,000.00	5,000.00	-5,000.00
<a href="#">07-752-43140-000</a>	Legal Publications	1,600.00	1,600.00	154.00	154.00	1,446.00
<a href="#">07-752-43150-000</a>	Marketing	65,000.00	65,000.00	2,530.00	2,530.00	62,470.00
<a href="#">07-752-43150-001</a>	Marketing - Social Media	0.00	0.00	539.29	539.29	-539.29
<a href="#">07-752-43151-000</a>	Customer Appreciation	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">07-752-43320-000</a>	Postage/Freight	50.00	50.00	0.00	0.00	50.00
<a href="#">07-752-43401-000</a>	Travel/Training/Conferences	18,500.00	18,500.00	3,631.67	3,631.67	14,868.33
<a href="#">07-752-43501-000</a>	Memberships	6,000.00	6,000.00	1,500.00	1,500.00	4,500.00
<a href="#">07-752-43505-000</a>	Fees and Charges	0.00	0.00	21.28	21.28	-21.28
<a href="#">07-752-43900-000</a>	Contract Services	95,000.00	95,000.00	0.00	0.00	95,000.00
<a href="#">07-752-43905-000</a>	Payroll Reimbursement	86,585.00	86,585.00	4,507.03	4,507.03	82,077.97
<b>ExpenseCategory: 43 - Services Total:</b>		<b>284,535.00</b>	<b>284,535.00</b>	<b>17,883.27</b>	<b>17,883.27</b>	<b>266,651.73</b>
<b>ExpenseCategory: 44 - Operating Expense</b>						
<a href="#">07-752-44001-000</a>	Business Support	340,000.00	340,000.00	8,925.28	8,925.28	331,074.72
<b>ExpenseCategory: 44 - Operating Expense Total:</b>		<b>340,000.00</b>	<b>340,000.00</b>	<b>8,925.28</b>	<b>8,925.28</b>	<b>331,074.72</b>
<b>ExpenseCategory: 46 - Capital</b>						
<a href="#">07-752-46180-000</a>	Land & Building Acquisition	0.00	0.00	446,454.18	446,454.18	-446,454.18
<a href="#">07-752-46400-000</a>	Capital Reserves	2,705.00	2,705.00	0.00	0.00	2,705.00
<b>ExpenseCategory: 46 - Capital Total:</b>		<b>2,705.00</b>	<b>2,705.00</b>	<b>446,454.18</b>	<b>446,454.18</b>	<b>-443,749.18</b>
<b>Expense Total:</b>		<b>650,000.00</b>	<b>650,000.00</b>	<b>473,448.65</b>	<b>473,448.65</b>	<b>176,551.35</b>
<b>Fund: 07 - Economic Development Corporation Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-466,390.05</b>	<b>-466,390.05</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-466,390.05</b>	<b>-466,390.05</b>	

**Group Summary**

ExpenseCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 07 - Economic Development Corporation</b>					
<b>Revenue</b>					
	650,000.00	650,000.00	7,058.60	7,058.60	642,941.40
<b>Revenue Total:</b>	<b>650,000.00</b>	<b>650,000.00</b>	<b>7,058.60</b>	<b>7,058.60</b>	<b>642,941.40</b>
<b>Expense</b>					
42 - Supplies	22,760.00	22,760.00	185.92	185.92	22,574.08
43 - Services	284,535.00	284,535.00	17,883.27	17,883.27	266,651.73
44 - Operating Expense	340,000.00	340,000.00	8,925.28	8,925.28	331,074.72
46 - Capital	2,705.00	2,705.00	446,454.18	446,454.18	-443,749.18
<b>Expense Total:</b>	<b>650,000.00</b>	<b>650,000.00</b>	<b>473,448.65</b>	<b>473,448.65</b>	<b>176,551.35</b>
<b>Fund: 07 - Economic Development Corporation Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-466,390.05</b>	<b>-466,390.05</b>	<b>466,390.05</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-466,390.05</b>	<b>-466,390.05</b>	

### Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
07 - Economic Development	0.00	0.00	-466,390.05	-466,390.05	466,390.05
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-466,390.05</b>	<b>-466,390.05</b>	



# EDC Balance Sheet

## Account Summary

As Of 10/31/2024



City of Wolfforth

Account	Name	Balance
<b>Fund: 07 - Economic Development Corporation</b>		
<b>Assets</b>		
<a href="#">07-000-01100-000</a>	Cash in Bank	95,333.08
<a href="#">07-000-01101-000</a>	Claim On Cash	-32,677.86
<a href="#">07-000-01104-000</a>	Cash in TexPool Prime EDC	1,477,705.93
<a href="#">07-000-01375-000</a>	Notes Receivable	1,259.89
<a href="#">07-000-01375-001</a>	N/R-Potential Forgiveness	29,259.88
<a href="#">07-000-01550-000</a>	Prepaid insurance	791.96
<a href="#">07-000-01560-000</a>	Prepaid expense	576.21
<a href="#">07-000-01609-000</a>	Sales Tax Receivable	69,592.62
	<b>Total Assets:</b>	<b>1,641,841.71</b>
		<b><u>1,641,841.71</u></b>
<b>Liability</b>		
<a href="#">07-000-02101-000</a>	Accounts Payable Pending	8,925.28
<a href="#">07-000-02201-000</a>	Due to City of Wolfforth	6,987.64
	<b>Total Liability:</b>	<b>15,912.92</b>
<b>Equity</b>		
<a href="#">07-000-02410-000</a>	Fund Balance	1,992,318.84
<a href="#">07-000-02420-000</a>	Restricted Fund Balance	100,000.00
	<b>Total Beginning Equity:</b>	<b>2,092,318.84</b>
Total Revenue		7,058.60
Total Expense		473,448.65
<b>Revenues Over/Under Expenses</b>		<b>-466,390.05</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>1,625,928.79</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>1,641,841.71</u></b>



City of Wolfforth

# EDC Detail Report Account Detail

Item # 2.

Date Range: 10/01/2024 - 10/31/2024

Account		Name		Beginning Balance	Total Activity	Ending Balance		
<b>Fund: 07 - Economic Development Corporation</b>								
<u>07-000-01100-000</u>		Cash in Bank		51,390.95	43,942.13	95,333.08		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	GLPKT07830	JN02995		Transfer from Pooled Cash to EDC			500.00	51,890.95
10/01/2024	GLPKT07830	JN02996		Monthly meeting expense			-185.92	51,705.03
10/02/2024	GLPKT07830	JN03037		LinkedIn Social Media Marketing			-98.19	51,606.84
10/03/2024	GLPKT07531	JN02888		Texpool EDC Withdrawal 10.03.2024			450,000.00	501,606.84
10/03/2024	APPKT00910	2034		Steve Deaton	1235 - Steve Deaton		-397.48	501,209.36
10/07/2024	GLPKT07830	JN02997		Registration for Membership Luncheon via WTHBA			-20.00	501,189.36
10/08/2024	GLPKT07830	JN02998		Oct 24 ChatGPT Plus			-21.28	501,168.08
10/08/2024	GLPKT07830	JN03032		Training for Board Members			-287.00	500,881.08
10/08/2024	GLPKT07830	JN03038		Facebook Ad			-249.64	500,631.44
10/10/2024	GLPKT07639	JN02911		Record transfer from COW to EDC			64,442.98	565,074.42
10/15/2024	APPKT00953	DFT0000964		Service Title Company - Building Purchase	1262 - Service Title Company		-446,454.18	118,620.24
10/15/2024	APPKT00953	DFT0000965		City Bank Wire Transfer Fee-Building Purchase	1262 - Service Title Company		-30.00	118,590.24
10/17/2024	GLPKT07830	JN03036		LinkedIn Social Media Marketing			-30.84	118,559.40
10/18/2024	GLPKT07719	JN02942		EDC Texpool Withdrawal 10.18.2024			130,000.00	248,559.40
10/23/2024	GLPKT07830	JN03035		LinkedIn Social Media Marketing			-80.99	248,478.41
10/24/2024	GLPKT07720	JN02973		Transfer from EDC to COW for portion of Monument Sign			-151,968.89	96,509.52
10/24/2024	GLPKT07830	JN02999		Refund of wire transfer fee			30.00	96,539.52
10/25/2024	GLPKT07829	JN02994		EDC conference hotel			-609.63	95,929.89
10/29/2024	GLPKT07830	JN03031		Flights for conferences in Nov 24			-671.95	95,257.94
10/29/2024	GLPKT07830	JN03034		LinkedIn Ads Social Media			-79.63	95,178.31
10/30/2024	GLPKT07830	JN03033		Amarillo hotel High Ground of TX			-241.13	94,937.18
10/31/2024	BRPKT00196	INT0000218		Bank Stmt Interest Oct 24			395.90	95,333.08

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account		Name				Beginning Balance	Total Activity	Ending Balance
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
<a href="#">07-000-01101-000</a>		Claim On Cash				500.00	-33,177.86	-32,677.86
10/01/2024	GLPKT07830	JN02995		Transfer from Pooled Cash to EDC			-500.00	0.00
10/03/2024	APPKT00910	72238		Axis Architects, LLC SEC REI PMT	1236 - Axis Architects, LLC		-1,000.00	-1,000.00
10/03/2024	APPKT00913	72259		Good Line Beer Co. SEC REI PMT	1245 - Good Line Beer Co.		-7,839.34	-8,839.34
10/11/2024	APPKT00934	72284		The High Ground of Texas SEC REI PMT	1081 - The High Ground of Texas		-1,500.00	-10,339.34
10/11/2024	APPKT00937	72289		Maksat Aliyev SEC REI PMT	1193 - Maksat Aliyev		-500.00	-10,839.34
10/18/2024	APPKT00960	72296		Evie Mae's Pit Barbecue SEC REI PMT	1038 - Evie Mae's Pit Barbecue		-13,280.89	-24,120.23
10/18/2024	APPKT00960	898		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		-240.00	-24,360.23
10/18/2024	APPKT00960	898		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		-483.74	-24,843.97
10/18/2024	APPKT00960	900		Gannett Texas/New Mexico LocaliQ SEC REI PMT	0442 - Gannett Texas/New Mexico LocaliQ		-154.00	-24,997.97
10/18/2024	APPKT00960	908		Unifyi, LLC SEC REI PMT	1264 - Unifyi, LLC		-5,000.00	-29,997.97
10/18/2024	APPKT00961	898		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		483.74	-29,514.23
10/18/2024	APPKT00961	898		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		240.00	-29,274.23
10/18/2024	APPKT00961	900		Gannett Texas/New Mexico LocaliQ SEC REI PMT	0442 - Gannett Texas/New Mexico LocaliQ		154.00	-29,120.23
10/18/2024	APPKT00961	908		Unifyi, LLC SEC REI PMT	1264 - Unifyi, LLC		5,000.00	-24,120.23
10/18/2024	APPKT00962	916		Gannett Texas/New Mexico LocaliQ SEC REI PMT	0442 - Gannett Texas/New Mexico LocaliQ		-154.00	-24,274.23
10/18/2024	APPKT00962	924		Unifyi, LLC SEC REI PMT	1264 - Unifyi, LLC		-5,000.00	-29,274.23
10/18/2024	APPKT00963	927		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		-483.74	-29,757.97
10/18/2024	APPKT00963	927		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		-240.00	-29,997.97
10/21/2024	APPKT00969	928		Purpose Marketing SEC REI PMT	0988 - Purpose Marketing		-2,030.00	-32,027.97
10/21/2024	APPKT00969	928		Purpose Marketing SEC REI PMT	0988 - Purpose Marketing		-2,030.00	-34,057.97
10/21/2024	APPKT00969	928		Purpose Marketing SEC REI PMT	0988 - Purpose Marketing		2,030.00	-32,027.97
10/21/2024	APPKT00969	928		Purpose Marketing SEC REI PMT	0988 - Purpose Marketing		1,058.33	-30,969.64
10/25/2024	APPKT00975	939		Purpose Marketing SEC REI PMT	0988 - Purpose Marketing		-2,030.00	-32,999.64
10/31/2024	APPKT00983	954		Danielle Sweat SEC REI PMT	1010 - Danielle Sweat		-178.22	-33,177.86
10/31/2024	CLPKT03087	Daily AR 10.31.2024		B00004926 CLPKT03087			500.00	-32,677.86
<a href="#">07-000-01103-000</a>		Cash in TexPool EDC				0.00	0.00	0.00
10/03/2024	GLPKT07531	JN02888		Texpool EDC Withdrawal 10.03.2024			-450,000.00	-450,000.00
10/03/2024	GLPKT07625	JN02903		JE 2888 posted to wrong TexPool account-EDC			450,000.00	0.00
<a href="#">07-000-01104-000</a>		Cash in TexPool Prime EDC				2,051,043.23	-573,337.30	1,477,705.93
10/03/2024	GLPKT07625	JN02903		JE 2888 posted to wrong TexPool account-EDC			-450,000.00	1,601,043.23
10/18/2024	GLPKT07719	JN02942		EDC Texpool Withdrawal 10.18.2024			-130,000.00	1,471,043.23
10/31/2024	BRPKT00198	INT0000219		Oct 24 TexPool Prime Int Inc			6,662.70	1,477,705.93

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account					Name			Beginning Balance	Total Activity	Ending Balance
<a href="#">07-000-01375-000</a>					Notes Receivable			1,759.89	-500.00	1,259.89
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance		
10/31/2024	CLPKT03087	Daily AR 10.31.2024		B00004926 CLPKT03087			-500.00	1,259.89		
<a href="#">07-000-01401-000</a>					Due from City of Wolfforth			0.00	0.00	0.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance		
10/10/2024	GLPKT07639	JN02909		Due from COW Sales Tax			64,442.98	64,442.98		
10/10/2024	GLPKT07639	JN02911		Record transfer from COW to EDC			-64,442.98	0.00		
<a href="#">07-000-01560-000</a>					Prepaid expense			1,476.21	-900.00	576.21
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance		
10/25/2024	GLPKT07283	JN02855		Reverse prepaid TEDC Conference Registration			-700.00	776.21		
10/30/2024	GLPKT07283	JN02856		Reverse prepaid The High Ground meeting			-200.00	576.21		
<a href="#">07-000-01609-000</a>					Sales Tax Receivable			134,035.60	-64,442.98	69,592.62
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance		
10/12/2024	GLPKT07910	JN03018		Correct Sales Tax Posting 10.12.2024			-64,442.98	69,592.62		

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account		Name				Beginning Balance	Total Activity	Ending Balance
<u>07-000-02101-000</u>		Accounts Payable Pending				-23,091.90	14,166.62	-8,925.28
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	APPKT00914	R#INV-241KV33	72284	Membership SEC PBL	1081 - The High Ground of Texas		-1,500.00	-24,591.90
10/02/2024	APPKT00942	1320	924	Oct 2024-Sept 2025 SEC PBL	1264 - Unifyi, LLC		-5,000.00	-29,591.90
10/03/2024	APPKT00910	72238		Axis Architects, LLC SEC PMT	1236 - Axis Architects, LLC		1,000.00	-28,591.90
10/03/2024	APPKT00913	72259		Good Line Beer Co. SEC PMT	1245 - Good Line Beer Co.		7,839.34	-20,752.56
10/03/2024	APPKT00987	10032024	72354	Grant reimbursement SEC PBL	1274 - Pizana Sisters LLC		-8,925.28	-29,677.84
10/11/2024	APPKT00934	72284		The High Ground of Texas SEC PMT	1081 - The High Ground of Texas		1,500.00	-28,177.84
10/11/2024	APPKT00936	0015	72289	Photography-Harvest Festival SEC PBL	1193 - Maksat Aliyev		-500.00	-28,677.84
10/11/2024	APPKT00937	72289		Maksat Aliyev SEC PMT	1193 - Maksat Aliyev		500.00	-28,177.84
10/16/2024	APPKT00942	10162024	927	TX EDC SEC PBL	1010 - Danielle Sweat		-483.74	-28,661.58
10/16/2024	APPKT00942	10162024-2	927	TX EDC SEC PBL	1010 - Danielle Sweat		-240.00	-28,901.58
10/16/2024	APPKT00964	3276	939	Monthly Marketing SEC PBL	0988 - Purpose Marketing		-2,030.00	-30,931.58
10/18/2024	APPKT00942	0006658849	916	Lubbock AJ SEC PBL	0442 - Gannett Texas/New Mexico LocaliQ		-154.00	-31,085.58
10/18/2024	APPKT00960	72296		Evie Mae's Pit Barbecue SEC PMT	1038 - Evie Mae's Pit Barbecue		13,280.89	-17,804.69
10/18/2024	APPKT00960	898		Danielle Sweat SEC PMT	1010 - Danielle Sweat		240.00	-17,564.69
10/18/2024	APPKT00960	898		Danielle Sweat SEC PMT	1010 - Danielle Sweat		483.74	-17,080.95
10/18/2024	APPKT00960	900		Gannett Texas/New Mexico LocaliQ SEC PMT	0442 - Gannett Texas/New Mexico LocaliQ		154.00	-16,926.95
10/18/2024	APPKT00960	908		Unifyi, LLC SEC PMT	1264 - Unifyi, LLC		5,000.00	-11,926.95
10/18/2024	APPKT00961	898		Danielle Sweat SEC PMT	1010 - Danielle Sweat		-240.00	-12,166.95
10/18/2024	APPKT00961	898		Danielle Sweat SEC PMT	1010 - Danielle Sweat		-483.74	-12,650.69
10/18/2024	APPKT00961	900		Gannett Texas/New Mexico LocaliQ SEC PMT	0442 - Gannett Texas/New Mexico LocaliQ		-154.00	-12,804.69
10/18/2024	APPKT00961	908		Unifyi, LLC SEC PMT	1264 - Unifyi, LLC		-5,000.00	-17,804.69
10/18/2024	APPKT00962	916		Gannett Texas/New Mexico LocaliQ SEC PMT	0442 - Gannett Texas/New Mexico LocaliQ		154.00	-17,650.69
10/18/2024	APPKT00962	924		Unifyi, LLC SEC PMT	1264 - Unifyi, LLC		5,000.00	-12,650.69
10/18/2024	APPKT00963	927		Danielle Sweat SEC PMT	1010 - Danielle Sweat		483.74	-12,166.95
10/18/2024	APPKT00963	927		Danielle Sweat SEC PMT	1010 - Danielle Sweat		240.00	-11,926.95
10/21/2024	APPKT00969	928		Purpose Marketing SEC PMT	0988 - Purpose Marketing		2,030.00	-9,896.95
10/21/2024	APPKT00969	928		Purpose Marketing SEC PMT	0988 - Purpose Marketing		-1,058.33	-10,955.28
10/21/2024	APPKT00969	928		Purpose Marketing SEC PMT	0988 - Purpose Marketing		-2,030.00	-12,985.28
10/21/2024	APPKT00969	928		Purpose Marketing SEC PMT	0988 - Purpose Marketing		2,030.00	-10,955.28
10/25/2024	APPKT00975	939		Purpose Marketing SEC PMT	0988 - Purpose Marketing		2,030.00	-8,925.28
10/28/2024	APPKT00976	10282024	954	Annual High Ground SEC PBL	1010 - Danielle Sweat		-178.22	-9,103.50
10/31/2024	APPKT00983	954		Danielle Sweat SEC PMT	1010 - Danielle Sweat		178.22	-8,925.28

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account						Beginning Balance	Total Activity	Ending Balance
<u>07-000-02110-000</u> Accounts Payable						-397.48	397.48	0.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/03/2024	APPKT00910	2034		Steve Deaton PBL	1235 - Steve Deaton		397.48	0.00
10/15/2024	APPKT00953	61221	DFT0000964	61221	1262 - Service Title Company		-446,454.18	-446,454.18
10/15/2024	APPKT00953	61221-2	DFT0000965	61221-2	1262 - Service Title Company		-30.00	-446,484.18
10/15/2024	APPKT00953	DFT0000964		Service Title Company PBL	1262 - Service Title Company		446,454.18	-30.00
10/15/2024	APPKT00953	DFT0000965		Service Title Company PBL	1262 - Service Title Company		30.00	0.00
<u>07-000-02140-000</u> Accrued Payroll Reimbursement Payable						-2,480.61	2,480.61	0.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			2,480.61	0.00
<u>07-000-02201-000</u> Due to City of Wolfforth						-151,968.89	144,981.25	-6,987.64
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/24/2024	GLPKT07720	JN02973		Transfer from EDC to COW for portion of Monument Sign			151,968.89	0.00
10/28/2024	GLPKT07831	JN03000		70% EDC Payroll DT COW			-3,493.82	-3,493.82
10/31/2024	GLPKT07993	JN03057		1/2 70% EDC Payroll DT COW			-3,493.82	-6,987.64
<u>07-000-31300-000</u> Sales Tax						0.00	0.00	0.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2024	GLPKT07639	JN02909		Due from COW Sales Tax			-64,442.98	-64,442.98
10/12/2024	GLPKT07910	JN03018		Correct Sales Tax Posting 10.12.2024			64,442.98	0.00
<u>07-000-36110-000</u> Interest income						0.00	-7,058.60	-7,058.60
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/31/2024	BRPKT00198	TexPool Prime EDCOct		Oct 24 TexPool Prime Int Inc			-6,662.70	-6,662.70
10/31/2024	BRPKT00196	EDC OperatingBank St		Bank Stmt Interest Oct 24			-395.90	-7,058.60
<u>07-752-42195-000</u> Special Events and Awards						0.00	185.92	185.92
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	GLPKT07830	JN02996		Monthly meeting expense			185.92	185.92
<u>07-752-43110-000</u> Other Professional Services						0.00	5,000.00	5,000.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/02/2024	APPKT00942	1320	924	Oct 2024-Sept 2025	1264 - Unifyi, LLC		5,000.00	5,000.00
<u>07-752-43140-000</u> Legal Publications						0.00	154.00	154.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/18/2024	APPKT00942	0006658849	916	Lubbock AJ	0442 - Gannett Texas/New Mexico LocalIQ		154.00	154.00
<u>07-752-43150-000</u> Marketing						0.00	2,530.00	2,530.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/11/2024	APPKT00936	0015	72289	Photography-Harvest Festival	1193 - Maksat Aliyev		500.00	500.00
10/16/2024	APPKT00964	3276	939	Monthly Marketing	0988 - Purpose Marketing		2,030.00	2,530.00

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account		Name		Beginning Balance	Total Activity	Ending Balance		
<a href="#">07-752-43150-001</a>		Marketing - Social Media		0.00	539.29	539.29		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/02/2024	GLPKT07830	JN03037		LinkedIn Social Media Marketing			98.19	98.19
10/08/2024	GLPKT07830	JN03038		Facebook Ads			249.64	347.83
10/17/2024	GLPKT07830	JN03036		LinkedIn Social Media Marketing			30.84	378.67
10/23/2024	GLPKT07830	JN03035		LinkedIn Social Media Marketing			80.99	459.66
10/29/2024	GLPKT07830	JN03034		LinkedIn Ads Social Media			79.63	539.29
<a href="#">07-752-43401-000</a>		Travel/Training/Conferences		0.00	3,631.67	3,631.67		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/07/2024	GLPKT07830	JN02997		Registration for Membership Luncheon via WTHBA			20.00	20.00
10/08/2024	GLPKT07830	JN03032		Training for Board Members			287.00	307.00
10/16/2024	APPKT00942	10162024	927	TX EDC	1010 - Danielle Sweat		483.74	790.74
10/16/2024	APPKT00942	10162024-2	927	TX EDC	1010 - Danielle Sweat		240.00	1,030.74
10/25/2024	GLPKT07283	JN02855		Reverse prepaid TEDC Conference Registration			700.00	1,730.74
10/25/2024	GLPKT07829	JN02994		EDC conference hotel-DS			609.63	2,340.37
10/28/2024	APPKT00976	10282024	954	Annual High Ground	1010 - Danielle Sweat		178.22	2,518.59
10/29/2024	GLPKT07830	JN03031		Flights for conferences in Nov 24			671.95	3,190.54
10/30/2024	GLPKT07283	JN02856		Reverse prepaid The High Ground meeting			200.00	3,390.54
10/30/2024	GLPKT07830	JN03033		Amarillo hotel High Ground of TX			241.13	3,631.67
<a href="#">07-752-43501-000</a>		Memberships		0.00	1,500.00	1,500.00		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	APPKT00914	R#INV-241KV33	72284	Membership	1081 - The High Ground of Texas		1,500.00	1,500.00
<a href="#">07-752-43505-000</a>		Fees and Charges		0.00	21.28	21.28		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/08/2024	GLPKT07830	JN02998		Oct 24 ChatGPT Plus			21.28	21.28
<a href="#">07-752-43905-000</a>		Payroll Reimbursement		0.00	4,507.03	4,507.03		
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-195.38	-195.38
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-414.65	-610.03
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-121.48	-731.51
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-1,611.46	-2,342.97
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-91.76	-2,434.73
10/01/2024	GLPKT07741	JN02984		Payroll Accrual 09.30.2024			-45.88	-2,480.61
10/28/2024	GLPKT07831	JN03000		70% EDC Payroll DT COW			3,493.82	1,013.21
10/31/2024	GLPKT07993	JN03057		1/2 70% EDC Payroll DT COW			3,493.82	4,507.03

EDC Detail Report

Date Range: 10/01/2024 Item # 2. 4

Account						Beginning Balance	Total Activity	Ending Balance
<a href="#">07-752-44001-000</a>						0.00	8,925.28	8,925.28
Business Support								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/03/2024	APPKT00987	10032024	72354	Grant reimbursement	1274 - Pizana Sisters LLC		8,925.28	8,925.28
<a href="#">07-752-46180-000</a>						0.00	446,454.18	446,454.18
Land & Building Acquisition								
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/15/2024	APPKT00953	61221	DFT0000964	61221	1262 - Service Title Company		446,454.18	446,454.18
10/15/2024	APPKT00953	61221-2	DFT0000965	61221-2	1262 - Service Title Company		30.00	446,484.18
10/24/2024	GLPKT07830	JN02999		Refund of wire transfer fee			-30.00	446,454.18
<b>Total Fund: 07 - Economic Development Corporation:</b>						<b>Beginning Balance: 2,062,267.00</b>	<b>Total Activity: 0.00</b>	<b>Ending Balance: 2,062,267.00</b>
<b>Grand Totals:</b>						<b>Beginning Balance: 2,062,267.00</b>	<b>Total Activity: 0.00</b>	<b>Ending Balance: 2,062,267.00</b>



### Fund Summary

<b>Fund</b>	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>
07 - Economic Development Corporation	2,062,267.00	0.00	2,062,267.00
<b>Grand Total:</b>	<b>2,062,267.00</b>	<b>0.00</b>	<b>2,062,267.00</b>

Account #	Name	Purpose	Total	Forgiveness Amount	Future Payments	Months to Payoff		Monthly Payments being made	Monthly Payments per contract
						500.00	487.67		
0004	HOMETOWN TIRE	Tire Mobile Service Note	38,753.38	38,753.38	-	0		922.69	922.69
0005	HOMETOWN TIRE	Tire Alignment Machine Note	30,519.77	29,259.88	1,259.89	2.52	2.58	500.00	487.67
			<u>69,273.15</u>	<u>68,013.26</u>	<u>1,259.89</u>			<u>1,422.69</u>	<u>1,410.36</u>

Complete

Future Payments		
31-Oct	2024	-
30-Nov	2024	500.00
31-Dec	2024	500.00
31-Jan	2025	259.89
		<u>1,259.89</u>



# EDC Revenue Code Balance

Account Detail Item # 2.

Account Number	Name	Account Class	Account Status	Revenue Code	Total
0005	HOMETOWN TIRE	EDC	Active	EDC N/R - EDC N/R	30,519.77
Total Balance:					30,519.77
Total Balance:					30,519.77

## Revenue Code Summary

Revenue Code	Amount
EDC N/R - EDC N/R	30,519.77
Total Balance:	30,519.77

**EDC Balance Sheet notes/comments: October 31, 2024**

As of 10/31/2024. total receivable from HomeTown Tire Pros receivable is \$30,519.77, \$29,259.88 of which is subject to being forgiven. If HomeTown continues with their \$500 a month payment, the last payment is expected to be paid in January 2025 in the amount of \$259.89.

Prepaid Insurance is from an end of year entry from 09/30/2023. It remains unchanged until 09/30/2024. The amount of prepaid insurance as of 09/30/2024 has yet to be determined.

Prepaid expense of \$576.21

- \$295.00 prepaid November 2024 TML EDC Conference registration.
- \$281.21 prepaid hotel reservations while attending TML EDC conference.

**EDC Income Statement notes/comments**

Meeting Expense (Meals) was pulled out of Special Events and Awards. Because it's late in the year, budget adjustments for both accounts were not entered, thus Meeting Expense is over budget and Special Events and Awards is under budget.

**Subsequent Event**

Building purchase 518 HWY 62/82 on 10/15/2024 for \$446,454.18. \$30 for wire transfer fee was reimbursed by the bank. Earnest money of \$1,000 was paid on 09/25/2024 and is included in 09/30/2024 balance in account 07-752-46180-000. Total cost to date for building is \$447,454.18.



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	PUBLIC HEARING: Consider and take appropriate action on public hearing on a proposed economic development project to fund engineering for the reconstruction of Alcove Avenue between 66th street and Highway 62/82.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### BACKGROUND:

The EDC has agreed to declare a project in the amount of \$521,800 to fund the engineering cost of the reconstruction of Alcove Avenue from an existing 2-lane section to a proposed 3-lane interim design section with drainage improvements in accordance with Lubbock County's 5-lane ultimate design plans. The proposed project limits are from the westbound US 62 Frontage Road to 66th Street, not including the 66th Street intersection. The project will consist of field survey, engineering services for the development of plans, specifications, and estimate, franchise utility coordination, right-of-way mapping, and bid phase services.

### EXHIBITS:

Alcove design agreement

### COUNCIL ACTION/STAFF RECOMMENDATION:



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on WEDC sponsorships.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### **BACKGROUND:**

Over the last couple of years, I have had the opportunity to observe other EDCs and their marketing tactics. Many of them sponsor events related to Texas Economic Development Council, regional EDC events, their local chambers, builder associations, and other community events. With a last-minute decision that had to be made, I purchased a table for the Lubbock Economic Development Alliance luncheon. Every LEDA person I saw was genuinely thankful we were there. It did not go unnoticed that we attended.

Are sponsorships something we should consider? It could help our EDC engage with the community, create networking opportunities, connect us to prospects or investors, boost our reputation, and obviously increase visibility of our brand.

### **EXHIBITS:**

### **COUNCIL ACTION/STAFF RECOMMENDATION:**



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on contract renewal Purpose Marketing.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### **BACKGROUND:**

Six months ago, the Economic Development Corporation entered into a marketing contract with Purpose Marketing, and the results have been highly encouraging. Each month, we've observed consistent growth in social media followers and increased web traffic. With several new businesses on the horizon and many existing ones yet to be highlighted, I propose extending our partnership with Purpose Marketing for another six months to continue promoting Wolfforth effectively.

During this next campaign, we plan to enhance our strategy by incorporating testimonial videos to share compelling stories from our local businesses and conducting another professional photo shoot to showcase our community's opportunities.

### **EXHIBITS:**

### **COUNCIL ACTION/STAFF RECOMMENDATION:**

Purpose Marketing Consultant Agreement

This Agreement was made on November 26, 2024, between City of Wolfforth and Purpose Marketing, LLC d/b/a Purpose Marketing, a limited liability organization existing under the laws of the State of Texas (“Consultant”).

WHEREAS, Consultant is in the business of providing promotion and marketing services, including the design and implementation of promotional campaigns.

WHEREAS, Client desires to retain Consultant to provide certain services in connection with the promotion and marketing for the Client;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consultant Obligations.

In return for the compensation noted under “Fees and Terms,” Consultant voluntarily agrees to perform services for Client as described below:

2. Services.

Consultant will provide such strategic marketing consulting services as described specifically in Exhibit A and as the parties may mutually agree from time-to-time, including but not limited to: inbound marketing, branding, online marketing, online public relations (PR), pay-per-click (PPC), search engine optimization (SEO), e-mail, blogging, copywriting, social media, agency/vendor relations, web analytics and website conversions.

3. Fees and Terms.

See Exhibit A attached hereto and incorporated herein for all purposes.

Consultant shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to: federal and state income, sales, or use taxation.

Client or Consultant may terminate the Agreement with one (1) month advanced written notification. Upon delivery of such notification, Consultant will deliver to Client a final invoice showing the total number of hours worked to and including the effective date of termination, and any amount due and payable to Consultant, which shall be payable upon receipt. In the event Client has paid Consultant an advance retainer that has not been fully used up, Consultant shall return any unused portion of such retainer to Client, provided that Consultant shall be entitled to retain any such unused retainer portion as an early termination fee if Client terminates this Agreement during the first three (3) months of the Agreement term for reasons other than Consultant’s gross negligence or willful misconduct.

Client undertakes that all documents, information and data necessary for Consultant to perform its services or otherwise requested by Consultant will be made available in a timely fashion, and that all proofs submitted to Client for review will be reviewed promptly upon receipt. In the event of any delay of more than one month in responding to Consultant’s request for information or reviewing proofs, Consultant will have the option of terminating this Agreement, and invoicing you for the greater of either: 1) all work completed and expenses incurred up to the date of written notification and not previously invoiced at the rate of \$85 per hour or such other rate as shall be specified in this Agreement; or 2) the unused portion of any advance retainer received by Consultant under this Agreement. Such invoice will be payable upon receipt. Any renewal of this Agreement after termination will require a new agreement, fee schedule and upfront deposit.



#### 4. Independent Consultant.

Consultant's relationship to Client is one of independent contractors. Nothing in the Agreement shall create an employment relationship, nor shall Consultant act as an employee of Client unless such representation is outlined in the scope of services. Consultant's services are to be performed by the Consultant or one of its approved subcontractors, who may be employed at the discretion and expense of the Consultant, for Client pursuant to the terms of this Agreement.

#### 5. Standards of Performance.

##### a) Performance Warranty

Consultant shall use its reasonable best efforts to provide all services in strict accordance with this Agreement and with a high degree of care, skill, diligence, professional knowledge, judgment, and expertise according to sound work practices and accepted professional and industry standards, in a well- managed, organized, and efficient manner. There can be no guarantee that Client will be satisfied with the results of Consultant's or its approved subcontractor's performance, or that any particular results will be achieved by Client, even if communicated to Consultant. If Client is dissatisfied with Consultant's or its subcontractor's performance under this Agreement, Client's sole remedy is to terminate this Agreement in accordance with the provisions hereof.

##### b) Limitations on Warranty

The warranty provided above is the exclusive warranty given by Consultant and supersedes any prior, contrary or additional representations, whether oral or written. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

##### c) Confidentiality

Consultant shall not disclose to any person, firm or entity other than the Consultant's employees, agents, or subcontractors, who have a need to know such information in order to perform the Services, and shall not use in any way detrimental to the Client, any confidential or proprietary information of the Client ("Confidential Information"). Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to the Client's products, services, research, development, trade secrets, marketing and business plans, strategies, customers, suppliers, employees, agents, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event the Consultant receives a subpoena or court order to disclose any Confidential Information, the Consultant shall deliver prompt written notice to the Client and shall cooperate with the Client's attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination of this Agreement for a period of two (2) years.

##### d) Limitation of Liability

Consultant shall not be liable to Client on account of any injuries or damages or losses sustained in performance of services herein. Client shall indemnify and hold Consultant harmless from all liability related to the performance of contracted services on Client's premises. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages including, without limitation, damages for lost profits, or costs of procurement of substitute goods or services, arising out of this Agreement. Except as otherwise specifically set forth herein, Consultant's total liability to Client under or in connection to this Agreement for Consultant's performance of the Services required hereunder shall not exceed the amounts paid or payable to Consultant hereunder; provided however, that the foregoing limitation of liability shall not apply to the gross negligence or willful misconduct of Consultant.

e) Ownership

(1) Work Product All Materials developed or prepared by Consultant or its employees or Subcontractors for Client hereunder that are subject to copyright, trademark, patent, or similar protection shall become the property of Client and deemed “**Work Product**” provided that (i) the Materials are produced in final form (*i.e.*, ready to be disseminated to the public) by Consultant for Client within six (6) months of being proposed by Consultant and (ii) Client has paid to Consultant all fees and costs associated with creating and, where applicable, producing the Materials. All title and interest to Work Product shall vest in Client as “works made for hire” within the meaning of the United States Copyright Act. To the extent that the title to any such Work Product may not, by operation of law or otherwise, vest in Client as a work made for hire or any such Work Product may not be considered a work made for hire, all right, title and interest therein is hereby irrevocably assigned by Consultant to Client. In order to assure that its employees and Subcontractors do not possess proprietary rights in the Work Product that are inconsistent with Client’s possession of such rights, Consultant will, as necessary, obtain the assignment and conveyance to Client, or to Consultant for the benefit of Client, of any proprietary rights that such persons or entities may then have or may have in the future to such Work Product.

(2) Third Party Licenses. It is understood that Consultant often licenses materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor, and Client agrees that it remains bound by the terms of such licenses and that it does not obtain proprietary rights in such third party materials beyond the terms and conditions contained in the pertinent license. Consultant will keep Client informed of any such limitations.

(3) Consultant Materials. Notwithstanding any other provision of this Agreement, Consultant shall retain all right, title and interest in and to, including any intellectual property rights with respect to, any data, designs, processes, specifications, software, applications, source code, object code, utilities, methodologies, know-how, materials, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by Consultant or its licensors, and regardless of whether incorporated in any Work Product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of, the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to Client’s unique requirements; or (iv) if generally applicable, non-site specific and unrelated to the “look and feel” of the Materials or other deliverable, in connection with the Services (or partially in connection with the Services) (collectively, “**Consultant Materials**”). Subject to fulfillment of Client’s payment obligations hereunder, Consultant hereby grants Client a worldwide, perpetual, irrevocable, royalty-free, nonexclusive license, with right to sublicense (but only for the benefit of Client or its permitted successors or assigns), to use Consultant Materials actually incorporated into Work Product pursuant to this Agreement as necessary for or in connection with the use, management and maintenance of such Work Product, provided that Client shall not have the right to publish or distribute any Consultant Materials other than as part of such Work Product or to create derivative works of Aquarius Materials.

f) Modification of Contract

No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless presented in writing and signed by both parties.

g) Severability

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

h) Choice of Law

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this Agreement, will be construed in accordance with and under and pursuant to the laws of the State of Texas. Any action, claim or proceeding under this Agreement shall be commenced exclusively in the courts of the State of Texas located in Lubbock County, and the parties hereby waive any objection they may now or hereafter have to the exclusive jurisdiction or venue of such courts.

i) Entire Agreement

This contract contains the complete Agreement concerning the services to be performed by the Consultant for Client and supersedes all prior Agreements or understandings, written or unwritten. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, including the release, have had an opportunity to have legal counsel review this contract, and have voluntarily accepted its provisions.

j) Notices

All notices shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service or by facsimile to the applicable party at its address set forth below (or at such different address as may be designated by such party by written notice to the other party). All notices by mail shall be deemed delivered upon receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Consultant:  
Purpose Marketing, LLC

By: \_\_\_\_\_

Anna Woodlock-Lair  
Managing Partner

Client:

By: \_\_\_\_\_

City of Wolfforth  
Danielle Sweat

**Exhibit A**

November 26, 2024  
City of Wolfforth

Dear *Danielle*,

Thank you for the opportunity to work with you and provide marketing consulting services.

The following outlines the basic terms of the agreement we discussed along with a fee schedule and scope of work Purpose Marketing, LLC d/b/a Purpose Marketing will perform on your behalf.

***Schedule***

The work will be ongoing and shall remain on schedule if all approvals are turned around in a timely manner.

**DELIVERABLES:**

- **\$2,000** | Monthly fee payable to Purpose Marketing beginning after the completion of onboarding.
  - Facebook, Instagram, & LinkedIn Management
  - 4 Static Posts
    - 2 Quality of Life Posts
    - 2 Industry-Related Posts
  - 2 Reels
    - 1 Quality of Life Reel
    - 1 Industry-Related Reel
  - Ad Management
    - Audience: City of Wolfforth Residents + Site Selectors & Industries
  - Photography
    - Up to 2 Hours / Month
  - Quarterly Reporting
  - Website Hosting
  
- **\$500** | Recommended monthly ad spend paid directly to Meta.

Again, thank you and we look forward to working with you. If the above is correct, please review the attached contract and sign.

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Erika Palmer and Anna Woodlock-Lair  
Managing Partners  
Purpose Marketing

**Fee Schedule:**

January 2025	Due \$2,000
February 2025	Due \$2,000
March 2025	Due \$2,000
April 2025	Due \$2,000
May 2025	Due \$2,000
June 2025	Due \$2,000

***CONFIDENTIAL***

*This agreement, any and all pricing and discounts contained herein, and any related proposals and correspondence between client and Purpose Marketing shall be considered confidential information. Client agrees to hold such information in strict confidence and not to disclose its details to any third parties.*



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on Hometown Tire BRE visit.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### **BACKGROUND:**

This month, I had the opportunity to visit Hometown Tire. They are currently in the planning stages of an expansion and are eager to meet with the EDC to discuss potential support for the project. While their overall workforce has been strong, they mentioned a need for additional part-time staff but are very pleased with the quality of candidates they've attracted. Most of their training is done in-house, ensuring employees are well-prepared for their roles.

A fun fact: the mobile unit we helped fund was actually the first of many for the Tire Pros franchise!

### **EXHIBITS:**

BRE report

### **COUNCIL ACTION/STAFF RECOMMENDATION:**

# TAKING CARE OF BUSINESS

Wolfforth Economic Development Corporation  
Confidential Business Expansion and Retention Survey

## General Information

Name of Business: Hometown Tire

Street Address: 801 Hwy 62-82

P.O. Box

City, State, Zip: Wolfforth, TX 79382

Phone: 806-696-5034

Email: jake@hometowntiretx.com

CEO/Owner/Manager: Jake Gregory

Today's date: November 19, 2024

## Survey Questions

1. What is your primary type of business?

(Please select one or more of the fields listed below)

1. Construction
2. Finance
3. Manufacturing
4. Real Estate
5. **Retail**
6. **Service**
7. Technology
8. Transportation
9. Wholesale

(Please describe) \_\_\_\_\_

\_\_\_\_\_

2. What are your key products or services?

Tire repair, installation, mobile services , alignment, air filters, brake repair, lift kits, oil changes, preventative maintenance, suspension repair, transmission service, vehicle inspection

3. How long have you operated your business in the City of Wolfforth?

2014

4. How many business locations do you have?

5

5. Would you expand in Wolfforth if the opportunity presented itself?

Already in the process of expansion.

6. How many employees do you have? Were you able to find employees with the education/skills needed?

18 employees, most full-time. A few years ago, it was hard to find employees, but this last year has been great. Frenship has some training with CTE, but most training is done in-house.

7. Is it easy to do business within the city of Wolfforth?

Yes, no complaints

8. What, if any, are the critical challenges for your business at this time?

Building expansion is needed for how much the business has grown.

9. What, if any, are your most critical resource needs to support your business objectives?

Jake would love to partner with the EDC again on the new expansion.





## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on high school dismissal times.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### **BACKGROUND:**

At our last meeting, we reviewed a BRE report from Splash Brothers. During the discussion on hiring, she mentioned how the change in high school dismissal times has impacted her workforce. She explained that she used to employ primarily high school students, but since the dismissal times shifted, many of them had to find other jobs because they could no longer arrive early enough to get the hours they needed. The board asked that we discuss this at the December meeting since neither Shawn or Farley were in attendance and might have some more insight on this topic.

### **EXHIBITS:**

### **COUNCIL ACTION/STAFF RECOMMENDATION:**



## AGENDA ITEM COMMENTARY

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<b>MEETING NAME:</b>	Economic Development Corporation
<b>MEETING DATE:</b>	12/3/2024
<b>ITEM TITLE:</b>	Consider and take appropriate action on update regarding Frenship Mesa Park.
<b>STAFF INITIATOR:</b>	Danielle Sweat-EDC Director

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### **BACKGROUND:**

At our last meeting, we discussed concerns about the condition of Patterson Park and Frenship Mesa. During the conversation, the board explored the possibility of replacing the surfacing beneath the playground equipment. However, the EDC board expressed interest in gauging whether residents would be willing to take an active role in improving the park's condition. This approach aligns with previous community-driven efforts in the neighborhood.

As a next step, the board tasked Nicole with reaching out to the neighborhood Facebook page to assess interest in forming a park cleanup crew. This initiative could foster community involvement and help restore the park to a more enjoyable state for everyone.

Nicole will provide an update.

### **EXHIBITS:**

### **COUNCIL ACTION/STAFF RECOMMENDATION:**