

# Wylie Economic Development Corporation Board Regular Meeting

June 16, 2021 – 8:30 AM

Council Conference Room - 300 Country Club Road, Building #100  
Wylie, Texas 75098



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## COMMENTS ON NON-AGENDA ITEMS

*Any member of the public may address Board regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Board requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.*

## CONSENT AGENDA

*All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Consider and act upon approval of the May 19, 2021 Minutes of the WEDC Board of Directors Meeting.
- B. Consider and act upon approval of the May 2021 WEDC Treasurer's Report.

## REGULAR AGENDA

- 1. Consider and act upon a recommendation for appointment to the Comprehensive Plan Advisory Committee.

## DISCUSSION ITEMS

- DS1. Discuss issues surrounding lease of Wylie EDC office space.
- DS2. Discuss issues surrounding Wylie EDC loans.
- DS3. Discuss issues surrounding the FY 2021-2022 Wylie EDC Budget.
- DS4. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, New Board Member Handbook, and WEDC Activities/Programs.

## EXECUTIVE SESSION

### **Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.**

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Alanis, State Hwy 78 & Ballard, State Hwy 78 and Birmingham, State Hwy 78 and Brown.

**Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.**

This chapter does not require a governmental body to conduct an open meeting:

- (1) 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
- (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-9b, 2020-11b, 2021-2a, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, and 2021-5a.

**RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**CERTIFICATION**

I certify that this Notice of Meeting was posted on June 11, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

\_\_\_\_\_  
*Stephanie Storm, City Secretary*

\_\_\_\_\_  
*Date Notice Removed*

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020. Hearing impaired devices are available from the City Secretary prior to each meeting.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the Board at the date, hour and place given in this notice as the Board may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

- § 551.071 – Private consultation with an attorney for the City.
- § 551.072 – Discussing purchase, exchange, lease or value of real property.
- § 551.073 – Discussing prospective gift or donation to the City.
- § 551.074 – Discussing personnel or to hear complaints against personnel.
- § 551.076 – Discussing deployment of security personnel or devices or security audit.
- § 551.087 – Discussing certain economic development matters.

**Minutes**  
**Wylie Economic Development Corporation**  
**Board of Directors Meeting**  
May 19, 2021 – 8:30 A.M.  
300 Country Club Road, Building #100  
Wylie, TX 75098

**CALL TO ORDER**

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*Announce the presence of a Quorum*

President Demond Dawkins called the regular meeting to order at 8:35 a.m. Board Members present were John Yeager, Melisa Whitehead, Gino Mulliqi, and Tim Gilchrist.

Ex-Officio Members Mayor Matthew Porter arrived at 8:36 a.m. and City Manager Chris Holsted arrived at 8:40 a.m.

WEDC staff present included Executive Director Jason Greiner, BRE Director Angel Wygant, and Senior Assistant Rachael Hermes.

**INVOCATION & PLEDGE OF ALLEGIANCE**

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President Dawkins gave the invocation and led the Pledge of Allegiance.

**COMMENTS ON NON-AGENDA ITEMS**

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With no citizen participation, President Dawkins moved to Consent Agenda.

**CONSENT AGENDA**

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*All matters listed under the Consent Agenda are considered to be routine by the WEDC Board of Directors and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Consider and act upon approval of the April 21, 2021 Minutes of the WEDC Board of Directors Meeting.**
- B. Consider and act upon approval of the April 2021 WEDC Treasurer's Report.**

**Board Action**

A motion was made by John Yeager, seconded by Tim Gilchrist, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 5-0.

**DISCUSSION ITEMS**

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President Dawkins began with Item 2 for discussion purposes.

- 2. Staff report: WEDC Property Update, WEDC Office/Insurance Claim, Engineering Report, FY21 Budget Process, Upcoming Events, and WEDC Activities/Programs.**

Staff noted that sales tax revenue allocations were up 8% for April and 38% for May. Mayor Porter and the Board discussed the impact of increased cost of goods on sales tax revenues, as well as the potential impact of the ice storm and COVID-19 restrictions being lifted.

Rental income is up-to-date and scheduling will take place in the next 60-90 days for demolition of the houses on E. Brown Street, with demolition anticipated 30 days following. The overall planning of the FM 544 property will impact the timing of notices that need to be sent out to tenants of properties that will be demolished at that location. Staff will be sure to coordinate timing appropriately. Staff discussed

the possibility of facility tours for Wylie EDC/City Council now that local facilities are opening back up, adding that Deanan Gourmet Popcorn had recently reopened and was featured on QVC. Staff will also go on-site to WEDC-owned facilities. Mowing of WEDC-owned properties has been impacted by recent rains and reduced workforce of the mowing company. License agreements for use of WEDC-owned property will be presented to the Board if/when they are requested. Staff discussed potential use of license agreements for the Birmingham lot.

A survey has been ordered in effort to obtain an interlocal agreement with Union Pacific for parking near Downtown Wylie. Construction is complete from the recent flooding at the Wylie EDC offices. Final quotes for furniture replacement will soon be received and reviewed.

Cost estimates are being updated by our engineer, Randy Helmberger, for the utility work at FM 544 Gateway properties. Mr. Helmberger is also working with TxDOT for median improvements at Hwy 78 & Brown. A meeting is scheduled between staff and the developer for the corner lot at Hwy 78 & Brown, City of Wylie Engineering, and Helmberger to finalize the submission to TxDOT. Fieldwork on the Alanis property should be received soon and drainage issues and possible flood study at Steel/Hooper will be discussed later.

The HR Alliance Meeting was attended by several of the larger employers in the city and provided a good opportunity to discuss innovative HR practices. Staff discussed the significance of being in tune with local HR representatives. The Wylie ISD CTE Advisory Board featured a “signing day” to recognize and celebrate internship opportunities for students and build awareness for local internships available. Board Member Mulliqi discussed the opportunity for a work program with Wylie ISD to benefit both the local employers and the students. President Dawkins mentioned the opportunity to help identify businesses and facilitate the process, with Wylie ISD taking the lead on the program creation. Staff provided an overview of additional activities, including the State of the City/Wylie ISD, Small Business Week, and Leadership Wylie. Future activities noted include the reception for outgoing Board/Commission Members on June 22<sup>nd</sup> and a potential Wylie EDC Meeting on July 7<sup>th</sup> to finalize the budget prior to review by City Council. TEDC Sales Tax training can be attended in August (virtually) or September (Richardson, TX). ICSC “Here, We Go. 2021” will be held in December 2021 and ICSC RECon will be held in May 2022.

## **EXECUTIVE SESSION**

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Recessed into Closed Session at 9:02 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

### **Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.**

**ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Alanis, State Hwy 78 and Birmingham, State Hwy 78 and Brown.**

### **Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.**

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-9b, 2020-11b, 2021-2a, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, 2021-5a, and 2021-5b.**

**RECONVENE INTO OPEN SESSION**

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*Take any action as a result from Executive Session.*

President Demond Dawkins reconvened into Open Session at 10:11 a.m. and moved back to Item 1.

**DISCUSSION ITEMS**

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**1. Discuss issues surrounding the FY 2021-2022 WEDC Budget.**

Staff discussed the process of preparation for the new budget year while noting the figures from the April 2021 Monthly Financial Report, as these figures can be used to provide the most up-to-date estimates of the beginning fund balance for FY 21-22. Staff discussed the audited beginning fund balance of \$1.735 million and current claim on cash of \$2,267,824 as of April 30, 2021. In projecting, sales tax assumptions for the remainder of the year were kept flat and potential decrease in rental income (due to demolition) and gain/loss- sale of property (due to forgivable notes) were noted. Staff discussed the option for implementing internships in the organization, with the addition of \$10,000 anticipated in expenses to Personnel should the Board be in favor of the opportunity in this fiscal year. The Board expressed support for \$10,000 being allocated for implementation of internships. Incentives were noted, with \$300,000 for future incentives not anticipated to be spent in this fiscal year. Travel and training opportunities impacted this past year resulted in \$20,000 anticipated to be unspent and Audit/Legal expenses have come in under projections by \$10,000. The delay of the downtown alley project results in an additional \$125,000 that will not be spent in FY 20-21. After reviewing the noted assumptions for the remainder of this fiscal year, staff highlighted the projected ending fund balance of \$1,296,125. Any sales tax revenues received over the flat projections in this fiscal year would be added to the projected ending fund balance. For FY 21-22, Staff noted the possible addition of an administrative position. The Board requested additional information including a job description and salary metrics for their consideration. The Board discussed adding these projections and noting the potential for increased sales tax revenue when discussing options for loan restructuring for Wylie EDC. Staff noted that sales tax revenue projections into the next fiscal year would mirror those used by the City of Wylie. Staff stated that additional information regarding cost estimates for infrastructure and five-year projections related to Wylie EDC loans would be brought back to the Board.

**FUTURE AGENDA ITEMS**

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Staff and President Dawkins noted that a New Board Member Handbook would be created and reviewed at a later date.

**ADJOURNMENT**

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With no further business, President Dawkins adjourned the WEDC Board meeting at 10:36 a.m.

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**Demond Dawkins, President**

**ATTEST:**

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**Jason Greiner, Executive Director**

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# AGENDA REPORT

<b>Meeting Date:</b>	<u>June 16, 2021</u>	<b>Item Number:</b>	<u>B</u> <i>(Staff Use Only)</i>
<b>Department:</b>	<u>WEDC</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Jason Greiner</u>	<b>Exhibits:</b>	<u>4</u>
<b>Date Prepared:</b>	<u>5/13/21</u>		

### Subject

Consider and act upon approval of the May 2021 WEDC Treasurer's Report.

### Recommendation

Motion to approve the May 2021 WEDC Treasurer's Report.

### Discussion

Presented for the Board's review and approval is the May 2021 Treasurer's Report detailing the month and year-to-date financial transactions and performance against budget. In this report you will find the Revenue and Expense Report, Statement of Net Position, Balance Sheet, and Sales Tax Report.

**REVENUES:**

Sales Tax Revenue earned in March, allocated in May, was \$400,371.69, an increase of 38.43% over the same period in 2020.

**EXPENSES:**

Incentives

\$11,800 First Miracle, Inc- Incentive 1 of 1

\$25,000 CBC Property Holdings LP- Incentive 1 of 2

# Wylie Economic Development Corporation

## MONTHLY FINANCIAL REPORT

May 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2020-2021	CURRENT MONTH FY 2020-2021	PRIOR YEAR PO ADJUST.	YTD ACTUAL FY 2020-2021	YTD ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET FY 2020-2021	
<b>REVENUE SUMMARY</b>								
CLAIM ON CASH / Bal Sheet	\$ 1,407,509.00			\$ 2,563,972.97				
SALES TAX	\$ 2,968,437.00	\$ 400,371.69	\$ -	\$ 1,833,657.35	\$ -	\$ 1,134,779.65	61.77%	A
ALLOCATED INTEREST EARNING	\$ 6,000.00	\$ -	\$ -	\$ 566.26	\$ -	\$ 5,433.74	9.44%	
RENTAL INCOME	\$ 153,240.00	\$ 12,055.00	\$ -	\$ 86,210.00	\$ -	\$ 67,030.00	56.26%	
GAIN/LOSS - SALE OF PROPERTY	\$ 164,500.00	\$ -	\$ -	\$ (31,208.00)	\$ -	\$ 195,708.00	-18.97%	
INSURANCE RECOVERIES	\$ 54,545.27	\$ -	\$ -	\$ 40,614.11	\$ -	\$ 13,931.16	74.46%	C
<b>REVENUES</b>	<b>\$ 3,346,722.27</b>	<b>\$ 412,426.69</b>	<b>\$ -</b>	<b>\$ 1,929,839.72</b>	<b>\$ -</b>	<b>\$ 1,416,882.55</b>	<b>57.66%</b>	
<b>EXPENDITURE SUMMARY</b>								
PERSONNEL	\$ 336,516.00	\$ 22,991.32	\$ -	\$ 204,222.35	\$ -	\$ 132,293.65	60.69%	
OPERATING EXPENSES	\$ 111,551.27	\$ 6,141.25	\$ -	\$ 34,436.35	\$ 1,957.11	\$ 75,157.81	32.62%	B/C
INCENTIVES	\$ 1,130,310.00	\$ 36,800.00	\$ -	\$ 567,131.55	\$ -	\$ 563,178.45	50.17%	
SPECIAL SERVICES	\$ 112,678.00	\$ 6,974.39	\$ -	\$ 69,828.48	\$ 433.12	\$ 42,416.40	62.36%	
ADVERTISING	\$ 114,100.00	\$ 1,905.00	\$ -	\$ 28,822.75	\$ -	\$ 85,277.25	25.26%	
COMMUNITY DEVELOPMENT	\$ 44,550.00	\$ 711.48	\$ -	\$ 9,916.59	\$ 3,500.00	\$ 31,133.41	30.12%	
TRAVEL & TRAINING	\$ 62,600.00	\$ 196.96	\$ -	\$ 7,992.73	\$ -	\$ 54,607.27	12.77%	
DUES & SUBSCRIPTIONS	\$ 30,018.00	\$ 429.69	\$ -	\$ 21,465.81	\$ -	\$ 8,552.19	71.51%	
AUDIT & LEGAL	\$ 33,000.00	\$ 1,123.50	\$ -	\$ 8,406.50	\$ 933.00	\$ 23,660.50	28.30%	
ENGINEERING & ARCHITECTURAL	\$ 87,500.00	\$ -	\$ -	\$ 39,697.78	\$ -	\$ 47,802.22	45.37%	
DEBT SERVICE	\$ 541,878.00	\$ 37,010.91	\$ -	\$ 394,718.51	\$ -	\$ 147,159.49	72.84%	
LAND	\$ 78,540.00	\$ -	\$ -	\$ 78,540.00	\$ -	\$ -	100.00%	
INFRASTRUCTURE PROJECTS	\$ 1,888,680.00	\$ -	\$ -	\$ 189,180.00	\$ -	\$ 1,699,500.00	10.02%	
FURNITURE & FIXTURES	\$ 2,500.00	\$ -	\$ -	\$ 797.00	\$ -	\$ 1,703.00	31.88%	
CONTRA CAPITAL	\$ -	\$ -	\$ -	\$ (78,540.00)	\$ -	\$ 78,540.00	0.00%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,574,421.27</b>	<b>\$ 114,284.50</b>	<b>\$ -</b>	<b>\$ 1,576,616.40</b>	<b>\$ 6,823.23</b>	<b>\$ 2,990,981.64</b>	<b>34.62%</b>	
<b>REV OVER/(UNDER) EXPEN</b>	<b>\$(1,227,699.00)</b>	<b>\$ 298,142.19</b>	<b>\$ -</b>	<b>\$ 353,223.32</b>	<b>\$ (6,823.23)</b>	<b>\$ (1,574,099.09)</b>		

A. SLSTX Rev earned in March, allocated in May, was \$400,371.69, an increase of 38.43% over the same period in 2020.

*Sales Tax received for 6 months of FY due to 2 month accrual to prior FY.*

B. Operating Expenses include Supplies, Maint Materials, Rental, Communication, Insurance and Utilities.

C. Adjusted FY20-21 Budget due to projected insurance recoveries.

Wylie Economic Development Corporation  
Statement of Net Position  
As of May 31, 2021

**Assets**

Cash and cash equivalents	\$ 2,566,076.21	
Receivables	\$ 60,000.00	<i>Note 1</i>
Inventories	\$ 12,106,477.50	
Prepaid Items	\$ -	
<b>Total Assets</b>	<b>\$ 14,732,553.71</b>	

**Deferred Outflows of Resources**

Pensions	\$ 95,608.55
<b>Total deferred outflows of resources</b>	<b>\$ 95,608.55</b>

**Liabilities**

Accounts Payable and other current liabilities	\$ 42,541.41	
Unearned Revenue	\$ 1,200.00	<i>Note 2</i>
Non current liabilities:		
Due within one year	\$ 138,819.77	<i>Note 3</i>
Due in more than one year	\$ 5,090,479.60	
<b>Total Liabilities</b>	<b>\$ 5,273,040.78</b>	

**Deferred Inflows of Resources**

Pensions	\$ (47,711.41)
<b>Total deferred inflows of resources</b>	<b>\$ (47,711.41)</b>

**Net Position**

Net investment in capital assets	\$ -
Unrestricted	\$ 9,602,832.89
<b>Total Net Position</b>	<b>\$ 9,602,832.89</b>

*Note 1: Includes incentives in the form of forgivable loans for \$60,000 (LUV-ROS)*

*Note 2: Deposits from rental property*

*Note 3: Liabilities due within one year includes compensated absences of \$20,727*



111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
1000-10110	CLAIM ON CASH AND CASH EQUIV.	2,563,972.97	
1000-10115	CASH - WEDC - INWOOD	0.00	
1000-10135	ESCROW	0.00	
1000-10180	DEPOSITS	2,000.00	
1000-10198	OTHER - MISC CLEARING	0.00	
1000-10341	TEXPOOL	0.00	
1000-10343	LOGIC	0.00	
1000-10481	INTEREST RECEIVABLE	0.00	
1000-11511	ACCTS REC - MISC	0.00	
1000-11517	ACCTS REC - SALES TAX	0.00	
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00	
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00	
1000-12996	LOAN RECEIVABLE	0.00	
1000-12997	ACCTS REC - JTM TECH	0.00	
1000-12998	ACCTS REC - FORGIVEABLE LOANS	60,000.00	
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00	
1000-14116	INVENTORY - LAND & BUILDINGS	12,106,477.50	
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
1000-14310	PREPAID EXPENSES - MISC	0.00	
1000-14410	DEFERRED OUTFLOWS	548,249.00	
			15,280,699.47
			=====
	TOTAL ASSETS		15,280,699.47

<b>LIABILITIES</b>			
=====			
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
2000-20111	MEDICARE PAYABLE	0.00	
2000-20112	CHILD SUPPORT PAYABLE	0.00	
2000-20113	CREDIT UNION PAYABLE	0.00	
2000-20114	IRS LEVY PAYABLE	0.00	
2000-20115	NATIONWIDE DEFERRED COMP	0.00	
2000-20116	HEALTH INSUR PAY-EMPLOYEE	21.58	
2000-20117	TMRS PAYABLE	1,305.00	
2000-20118	ROTH IRA PAYABLE	0.00	
2000-20119	WORKERS COMP PAYABLE	0.00	
2000-20120	FICA PAYABLE	0.00	
2000-20121	TEC PAYABLE	0.00	
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
2000-20123	ALIMONY PAYABLE	0.00	
2000-20124	BANKRUPTCY PAYABLE	0.00	
2000-20125	VALIC DEFERRED COMP	0.00	
2000-20126	ICMA PAYABLE	0.00	
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00	
2000-20130	FLEXIBLE SPENDING ACCOUNT	5,999.86	
2000-20131	EDWARD JONES DEFERRED COMP	0.00	
2000-20132	EMP CARE FLITE	12.00	
2000-20151	ACCRUED WAGES PAYABLE	0.00	
2000-20180	ADDIT EMPLOYEE INSUR PAY	48.00	
2000-20199	MISC PAYROLL PAYABLE	0.00	

CITY OF WYLIE  
 BALANCE SHEET  
 AS OF: MAY 31ST, 2021

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING		0.00
2000-20210	ACCOUNTS PAYABLE	32,265.37	
2000-20530	PROPERTY TAXES PAYABLE		0.00
2000-20540	NOTES PAYABLE	548,249.00	
2000-20810	DUE TO GENERAL FUND		0.00
2000-22270	DEFERRED INFLOW		0.00
2000-22275	DEF INFLOW - LEASE PRINCIPAL		0.00
2000-22280	DEFERRED INFLOW - LEASE INT		0.00
2000-22915	RENTAL DEPOSITS	1,200.00	
TOTAL LIABILITIES			589,100.81
EQUITY			
=====			
3000-34110	FUND BALANCE - RESERVED		0.00
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34	
TOTAL BEGINNING EQUITY		14,338,375.34	
TOTAL REVENUE		1,929,839.72	
TOTAL EXPENSES		1,576,616.40	
REVENUE OVER/(UNDER) EXPENSES		353,223.32	
TOTAL EQUITY & OVER/(UNDER)			14,691,598.66
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			15,280,699.47
			=====

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,997.29	
1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,800.00	
1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48	
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	55,810.78	
1000-19125	(GAIN)/LOSS ON ASSUMPTION CHG(	46,839.41)	
1000-19126	DEF INFLOW SDBF CONTRIBUTIONS(	872.00)	
			47,897.14
			-----
TOTAL ASSETS			47,897.14
			=====
<b>LIABILITIES</b>			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	0.00	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	20,727.84	
2000-21410	ACCRUED INTEREST PAYABLE	8,803.17	
2000-28205	WEDC LOANS/CURRENT	109,288.76	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28232	ANB LOAN/EDGE	0.00	
2000-28233	ANB LOAN/PEDDICORD WHITE	0.00	
2000-28234	ANB LOAN/RANDACK HUGHES	0.00	
2000-28235	ANB LOAN	0.00	
2000-28236	ANB CONSTRUCTION LOAN	0.00	
2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00	
2000-28238	ANB LOAN/BUCHANAN	0.00	
2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00	
2000-28240	HUGHES LOAN	0.00	
2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	4,067,890.31	
2000-28245	ANB LOAN/DALLAS WHIRLPOOL	640,776.23	
2000-28247	JARRARD LOAN	174,168.89	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
2000-28290	HOBART/COMMERCE LOAN	0.00	
2000-29150	NET PENSION LIABILITY	199,184.17	
2000-29151	SDBF LIABILITY	8,460.00	
			5,229,299.37
			-----
TOTAL LIABILITIES			5,229,299.37

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#            TITLE

EQUITY			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	( 5,317,765.74)	
3000-35900	UNRESTRICTED NET POSITION	( 120,264.00)	
	TOTAL BEGINNING EQUITY	( 5,438,029.74)	
	TOTAL REVENUE	0.00	
	TOTAL EXPENSES	( 256,627.51)	
	REVENUE OVER/(UNDER) EXPENSES	256,627.51	
	TOTAL EQUITY & OVER/(UNDER)	( 5,181,402.23)	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)		47,897.14
			=====

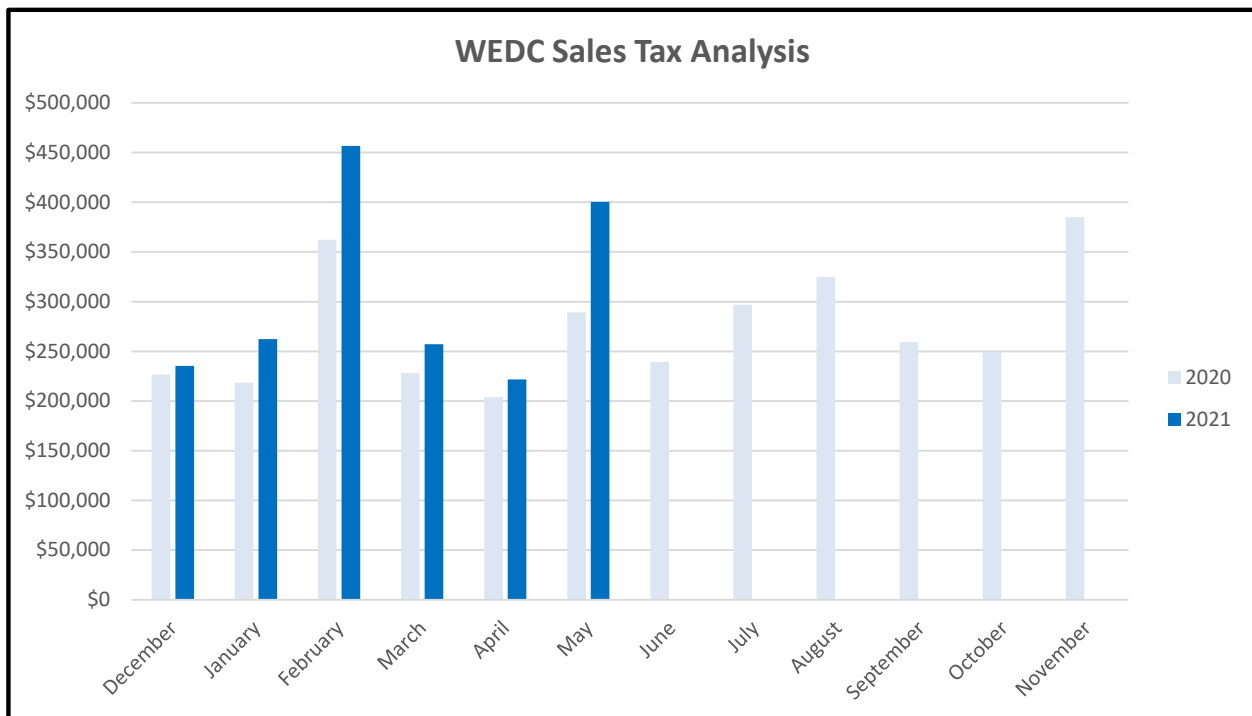
# Wylie Economic Development Corporation

## SALES TAX REPORT

May 31, 2021

### BUDGETED YEAR

MONTH	FY 2018	FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21
DECEMBER	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 94,442.17	26.08%
MARCH	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 29,096.57	12.76%
APRIL	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 17,985.98	8.82%
MAY	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 111,147.35	38.43%
JUNE	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35			
JULY	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00			
AUGUST	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34			
SEPTEMBER	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89			
OCTOBER	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02			
NOVEMBER	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89			
<b>Sub-Total</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 1,833,657.36</b>	<b>\$ 305,132.75</b>	18.33%
<b>Total</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 1,833,657.36</b>	<b>\$ 305,132.75</b>	18.33%



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SisTx receipts are then accrued back 2 months.  
 Example: May SisTx Revenue is actually March SisTx and is therefore the 6th allocation in FY21.

**AGENDA REPORT**

**Meeting Date:** June 16, 2021  
**Department:** WEDC  
**Prepared By:** Jason Greiner  
**Date Prepared:** 6/10/21

**Item Number:** 1  
*(Staff Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

**Subject**

Consider and act upon a recommendation for appointment to the Comprehensive Plan Advisory Committee.

**Recommendation**

Motion to recommend \_\_\_\_\_ to the Comprehensive Plan Advisory Committee.

**Discussion**

At the June 8<sup>th</sup> City Council meeting, city staff conducted a work session regarding a Comprehensive Plan Advisory Committee (CPAC). City Council selected Wylie EDC and five other organizations to provide one member each to the CPAC, in addition to members that will be directly appointed by Council.

The CPAC will work with a consultant in completing the City's new Comprehensive Master Plan. When appointed, the CPAC member can expect to attend a meeting once a month for approximately two hours. The Committee will remain in place until the plan is completed, currently expected to take one year. The first CPAC meeting is slated to be in late July/early August.

---

# AGENDA REPORT

<b>Meeting Date:</b>	<u>June 16, 2021</u>	<b>Item Number:</b>	<u>DS1</u>
<b>Department:</b>	<u>WEDC</u>		<i>(Staff Use Only)</i>
<b>Prepared By:</b>	<u>Jason Greiner</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>6/9/21</u>	<b>Exhibits:</b>	<u>2</u>

### Subject

Discuss issues surrounding lease of Wylie EDC office space.

### Recommendation

No action is requested by staff for this item.

### Discussion

WEDC has leased office space at 250 S. Hwy 78 since December of 2010. Since the original 5-year lease, the WEDC Board had chosen to renew the lease for an additional 5-year term back in February of 2016 and then opted to extend the lease for an additional 12-month term on January 20, 2021.

The WEDC has four offices, one dedicated work/copy room, one storage/filing room, and one dedicated conference/board room. Utilities are shared according to percent of office space utilized, with the WEDC responsible for its own cleaning services. As approved in FY 2020-2021, a monthly lease of \$2,250 is paid to Wylie Industrial Court Development, Ltd.

Staff would like to present this item for discussion as we prepare for FY 2021-2022 Budget Process.



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**ADDENDA & EXHIBITS (check all that apply)**

Exhibit **A** - Description of Premises

Exhibit **A-1** - Floorplan

Commercial Lease Addendum for Broker's Fee (TAR-2102)

Commercial Lease Addendum for Expense Reimbursement (TAR-2103)

Commercial Lease Addendum for Extension Option (TAR-2104)

Commercial Lease Addendum for Percentage Rent (TAR-2106)

Commercial Lease Addendum for Parking (TAR-2107)

Commercial Landlord's Rules and Regulations (TAR-2108)

Commercial Lease Guaranty (TAR-2109)

Commercial Lease Addendum for Right of First Refusal (TAR-2105)

Commercial Lease Addendum for Optional Space (TAR-2110)

Commercial Lease Addendum for Construction (TAR-2111) or (TAR-2112)

Commercial Lease Addendum for Contingencies (TAR-2119)

Information About Brokerage Services

(TAR-2101) 1-26-10

Initialed for Identification by Landlord:     , \_\_\_\_\_, and Tenant:     , \_\_\_\_\_

Page 1 of 15

\* 11 \*\*\* \*\* 11111  
 Phone: 555.555.5555

Fax: 555.555.5555

\* Feltman

Wylie Indus

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**1. PARTIES:** The parties to this lease are:

Landlord: Wylie Industrial Court Development, Ltd.  
 \_\_\_\_\_ ; and

Tenant: Wylie Economic Development Corporation  
 \_\_\_\_\_

**2. LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area in see Attached Exhibit A (project name) at 250 Highway 78 S. (address) in Wylie (city), Collin (county), Texas, which is legally described on attached Exhibit A or as follows: and the floorplan attached as Exhibit A-1

(2) **Single-Tenant Property:** The real property at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

**3. TERM:**

A. **Term:** The term of this lease is 60 months and 0 days, commencing on: December 1, 2010 (Commencement Date) and ending on November 31, 2015 (Expiration Date).

- B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit 2,000 or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
12/01/2010	11/30/2011	/ rsf / month	/ rsf / year	2,000.00
12/01/2011	12/16/2010	2016 <del>50</del> / rsf / month	effective / rsf / year	<del>1,500.00</del>
		50 / rsf / month	6-1-13 / rsf / year	1,800.00
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before December 1, 2010

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: D. Baron Cook  
 Address: 250 Highway 28 S., Wylie, Texas 75098

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 25.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

**5. SECURITY DEPOSIT:**

- A. Upon execution of this lease, Tenant will pay \$ 2,000.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

**6. TAXES:** Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

**7. UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)

(a) \$1,000,000; or

(b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

(3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: general offices, provided that no use will be allowed for the operation of a business engaging in any of the following activities: title insurance, real estate broker, insurance agency, or mortgage company
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): n/a

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) title insurance, real estate broker, insurance agency or mortgage company
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding, locks, and hardware .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Parking areas and walks .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Plumbing systems, drainage systems and sump pumps .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Electrical systems, mechanical systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Ballast and lamp replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Heating, Ventilation and Air Conditioning (HVAC) systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Signs and lighting:			
(a) Pylon .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other: _____ .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(13) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Fences and Gates .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Storage yards and storage buildings .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(16) Wood-destroying insect treatment and repairs .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Cranes and related systems .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) All other items and systems. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(11), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

**16. ALTERATIONS:**

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.



**19. INDEMNITY:** Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
  - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

**30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

A. The brokers to this lease are:

<u>N/A</u>	_____	License No.	<u>N/A</u>	_____	License No.
Principal Broker			Cooperating Broker		
Agent	_____		Agent	_____	
Address	_____		Address	_____	
Phone	_____	Fax	Phone	_____	Fax
E-Mail	_____	License No.	E-Mail	_____	License No.

Principal Broker: *(Check only one box)* Cooperating Broker represents Tenant.  
 represents Landlord only.  
 represents Tenant only.  
 is an intermediary between Landlord and Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Principal Broker and:
    - Landlord  Tenant.
  - (b) the attached Addendum for Broker's Fee.
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Cooperating Broker and:
    - Principal Broker  Landlord  Tenant.
  - (b) the attached Addendum for Broker's Fee.

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: atten: D. Baron Cook  
Address: 250 Highway 78 S., Wylie, TX 75098  
Phone: (972) 442-3541 Fax: \_\_\_\_\_

and a copy to: J. Kent Newsom  
Address: 6465 E. Mockingbird, Ste. 450, Dallas, TX 75214  
Phone: (214) 739-1000 Fax: (214) 739-9009

Landlord also consents to receive notices by e-mail at: \_\_\_\_\_

Tenant at the leased premises,  
and a copy to: \_\_\_\_\_

Address: 250 Highway 78 S., Wylie, TX 75098

Phone: (972) 442-7901

Fax: (972) 442-7901

Tenant also consents to receive notices by e-mail at: \_\_\_\_\_

**35. SPECIAL PROVISIONS:**

1. Any notices to any party by hand delivery, shall require a written receipt signed by the party receiving the notice or someone employed by such party at the place of notice.
2. Tenant shall share space within the building with other tenants. Tenant shall be entitled to the exclusive use of only those suites within the premises that are so identified on Exhibit A-1 and shall be entitled to non-exclusive use of the common areas so identified on Exhibit A-1. Tenant shall be permitted to install locks on the interior entrance doors to the suites it will occupy as its exclusive use. Landlord will not become liable for any unauthorized entrance to such suites by any third party who may enter the building. Tenant shall be solely responsible to protect all personal property located within the suites designated for Tenant's exclusive use.
3. In the event the Wylie Chamber of Commerce should default upon its lease in the building, Tenant shall have the option to expand into the space upon the same terms as the lease of the Wylie Chamber of Commerce. If Tenant should refuse to such expansion within 30 days of Landlord's notice that the Wylie Chamber of Commerce is in default, Landlord shall have the right to terminate this Lease to Tenant upon 60 days written notice.

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

250 Highway 78 S.

Commercial Lease concerning: Wylie, TX 75098

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

Wylie Industrial Court  
Landlord: Development, Ltd.

Wylie Economic Development  
Tenant: Corporation

By: GP -Republic Closing Services, Inc.

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

By (signature):   
Printed Name: D. Baron Cook, Pres.  
Title: \_\_\_\_\_

By (signature):   
Printed Name: Samuel D. R. Satterwhite  
Title: Executive Director

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

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

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 250 Highway 78 S., Wylie, TX 75098

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 25.000 %.
(2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property...
(3) "Insurance" means Landlord's costs to insure the leased premises...
(4) "Taxes" means the real property ad valorem taxes assessed against the leased premises...
(5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year...
(2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$...
(3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; and all other non-capital maintenance expenses relating to the building and parking lot.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

**Notice:** The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is TBD rentable square feet (including any add on factor for common areas).


Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

Landlord: Wylie Industrial Court, Development, Ltd

By: GP -Republic Closing Services, Inc.


By (signature):   
 Printed Name: D. Baron Cook, Pres.  
 Title: \_\_\_\_\_

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

By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Tenant: Wylie Economic, Development Corporation

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

By (signature):   
 Printed Name: Samuel D. R. Satterwhite  
 Title: Executive Director

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

By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_





TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 250 Highway 78 S., Wylie, TX 75098

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for one additional term(s) of 60 months each.
B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 90 days before the end of the then current term of the lease.
C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be: (Check (1), (2) or (3) only.)

Table with 5 columns: Dates (From, To), Rate per rentable square foot (optional) (\$ Monthly Rate, \$ Annual Rate), and Base Monthly Rent \$. It contains 5 rows of empty data for rent rates.

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor.
(3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

(TAR-2104) 1-26-10

Initialed for Identification by Landlord: [Signature], and Tenant: [Signature]

Page 1 of 2

\* 11 \*\*\* \*\* 11111
Phone: 555.555.5555

Fax: 555.555.5555

\* Feltman

Wylie Indus

250 Highway 78 S.

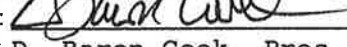
Addendum for Extension Option concerning Wylie, TX 75098

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

Wylie Industrial Court,  
Landlord: Development, Ltd

By: GP -Republic Closing Services, Inc.


By (signature):   
Printed Name: D. Baron Cook, Pres.  
Title: \_\_\_\_\_

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

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wylie Economic, Development  
Tenant: Corporation

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

By (signature):   
Printed Name: Samuel D. R. Satterwhite  
Title: Executive Director

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

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 250 Highway 78 S., Wylie, TX 75098

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
D. The Property may not be used for lodging or sleeping quarters in any manner.
E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TAR-2108) 1-26-10 Initialed for Identification by Landlord: [Signature], and Tenant: [Signature]

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:

(TAR-2108) 1-26-10 Initialed for Identification by Landlord: SL, \_\_\_\_\_, and Tenant: [Signature], \_\_\_\_\_





TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Wylie Industrial Court Development, Ltd. ; and

Tenant: Wylie Economic Development Corporation

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

[X] (1) Multiple-Tenant Property: Suite or Unit Number containing approximately square feet of rentable area in see Attached Exhibit A (project name) at 250 Highway 78 S. (address) in Wylie (city), Collin (county), Texas, which is legally described on attached Exhibit A or as follows: and the floorplan attached as Exhibit A-1

[ ] (2) Single-Tenant Property: The real property at: (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [ ] will [X] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 60 months and 0 days, commencing on: December 1, 2010 (Commencement Date) and ending on November 31, 2015 (Expiration Date).

- B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit 2,000 or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
12/01/2010	11/30/2011	/ rsf / month	/ rsf / year	2,000.00
12/01/2011	12/16/2011	2016 <del>SS</del> / rsf / month	effective / rsf / year	<del>1,500.00</del> SS
		SS / rsf / month	6-1-13 / rsf / year	1,800.00 JM
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before December 1, 2010

- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. **Place of Payment:** Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: D. Baron Cook  
 Address: 250 Highway 28 S., Wylie, Texas 75098



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 250 Hwy 78 WYUe TX 75098

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 5 additional term(s) of 12 months each.
B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least \_\_\_\_\_ days before the end of the then current term of the lease.
C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be: (Check (1), (2) or (3) only.)

Table with 4 columns: Dates (From, To), Rate per rentable square foot (optional) (\$ Monthly Rate, \$ Annual Rate), and Base Monthly Rent \$. Row 1: February 1, 2016 to January 31, 2021, / rsf / month, / rsf / year, \$ 2250.00

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor.
(3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other



290 Hwy 78 Wylie TX 75098

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

Landlord: WYLIE INDUSTRIAL COURT DEVELOPMENT, LTD

By: WYLIE INDUSTRIAL COURT DEVELOPMENT, LLC  
GENERAL PARTNER

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature], MANAGER

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Tenant: WYLIE ECONOMIC DEVELOPMENT CORPORATION

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

By (signature): [Signature]  
Printed Name: Sam Satterwhite  
Title: Executive Director

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

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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# AGENDA REPORT

**Meeting Date:** June 16, 2021  
**Department:** WEDC  
**Prepared By:** Jason Greiner  
**Date Prepared:** 6/9/21

**Item Number:** DS2  
*(Staff Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

## Subject

Discuss issues surrounding Wylie EDC loans.

## Recommendation

No action is requested by staff for this item.

## Discussion

Staff will present various loan options during the meeting.

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# AGENDA REPORT

**Meeting Date:** June 16, 2021  
**Department:** WEDC  
**Prepared By:** Jason Greiner  
**Date Prepared:** 6/9/21

**Item Number:** DS3  
*(Staff Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

### Subject

Discuss issues surrounding the FY 2021-2022 Wylie EDC Budget.

### Recommendation

No action is requested by staff for this item.

### Discussion

Staff will discuss the FY 2021-2022 Wylie EDC Budget.

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# AGENDA REPORT

**Meeting Date:** June 16, 2021  
**Department:** WEDC  
**Prepared By:** Jason Greiner  
**Date Prepared:** 6/9/21

**Item Number:** DS4  
*(Staff Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** 1

## Subject

Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, New Board Member Handbook, and WEDC Activities/Programs.

## Recommendation

No action is requested by staff for this item.

## Discussion

Staff will lead a discussion regarding WEDC Properties, Downtown Parking, WEDC Office/Insurance Claim, Engineering Reports, New Board Member Handbook, and an overall review of issues surrounding WEDC Activities and Programs.

<b>2021 May</b>	<b>Board Meeting – 19<sup>th</sup></b>
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Day	Time	Meeting/Event
<b>3-7</b>		<b>Small Business Week (SBW Activities listed below)</b>
1		<u>SBW – Sip n Shop Downtown</u>
2		<u>SBW – Pedal Car Race</u>
3		<u>SBW – Taste of Wylie – Olde City Park</u>
4		<u>WDMA Meeting – SBW Focus</u>
4		<u>SBW – Wylie Young Professionals Event – Fish N’ Tails</u>
5		<u>SBW – Cinco De Mayo Promotion</u>
6		<u>Christian Prayer Breakfast of Collin County</u>
6		<u>SBW– Stronger Together – Women’s Leadership Conference – aw/rh</u>
<b>7</b>		<b>Filming Day – Entertainment, Lifestyle, Tourism</b>
7-8		<u>SBW – Farmers Market &amp; The Burrough</u>
8		<u>SBW – In-Sync Exotics - Mother’s Day Event</u>
9		<u>SBW – Mother’s Day Promotion</u>
<b>9-15</b>		<b>Economic Development Week</b>
<b>11</b>	<b>6:00 pm</b>	<b>City Council - Economic Development Week Proclamation</b>
<b>15</b>		<b>City of Wylie Boards &amp; Commissions Application Deadline</b>
19	8:30 am	<u>WEDC – Board Meeting</u>
25	6:00 pm	<u>City Council</u>
25-26		<u>ICSC RECon Digital- Virtual</u>
<b>31</b>	<b>CLOSED</b>	<b>Memorial Day</b>

<b>2021 June</b>	<b>Board Meeting – 16<sup>th</sup></b>
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Day	Time	Meeting/Event
7-8		<u>IEDC Economic Future Forum – Spokane</u>
8	6:00 pm	<u>City Council</u>
9-10		<u>TEDC Mid-Year Conference- Frisco</u>
16	8:30 am	<u>WEDC- Board Meeting</u>
17	10 am-3 pm	<u>North Central Texas Career Fair (virtual)</u>
<b>19-23</b>		<b>IAMC Spring Professional Forum- Ft. Worth - jg</b>
22	5:30 pm	<u>Reception for Outgoing Board/Commission Members- City Hall</u>
22	6:00 pm	<u>City Council</u>
23	4:30 pm	<u>Orthopaedic Specialists of Wylie- Ribbon Cutting</u>
26		<u>Bluegrass on Ballard</u>
29	11:30 am	<u>Wylie Chamber of Commerce – Monthly Luncheon</u>

<b>2021 July</b>	<b>Board Meeting – 21<sup>st</sup></b>
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Day	Time	Meeting/Event
<b>4</b>	<b>Sunday</b>	<b>4<sup>th</sup> of July Independence Day</b>
<b>5</b>	<b>CLOSED</b>	<b>Observance of 4<sup>th</sup> of July Independence Day</b>
7	8:30 am	<u>Potential Special-Called WEDC Meeting (Budget Wrap-Up)</u>
13		<u>Bisnow – The Evolution of DFW Office - jg</u>
13	6:00 pm	<u>City Council- WEDC Budget Work Session with Council</u>
21	8:30 am	<u>WEDC- Board Meeting</u>
27	6:00 pm	<u>City Council- FINAL Budget Work Session</u>

**Around the Corner...**

- TEDC Sales Tax Training

- Virtual – August 13-27
  - Garland/Richardson – September 17
- Manufacturing Day Proclamation – September 28
- Manufacturing Day – October 1
- IEDC Annual Conference - October 3-6, Nashville
- TEDC Annual Conference – October 13-15, Fort Worth
- TEDC Basic Economic Development Course – October 25-29, Fort Worth
- CSEF Conference – October 28-29, San Diego
- TDA Conference – November 2-6, Denton
- ICSC- Here, We Go. 2021- December 5-7, Las Vegas Convention Center