

# Wylie Economic Development Corporation

## Board Regular Meeting

September 21, 2022 – 7:30 AM

WEDC Office Conference Room - 250 South Highway 78, 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 Minutes from the August 17, 2022 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the August 2022 WEDC Treasurer's Report.

### REGULAR AGENDA

- 1. Consider and act upon a Performance Agreement between WEDC and American Entitlements LLC.
- 2. Consider and act upon issues surrounding the water line loop at State Hwy 78/Alanis.
- 3. Consider and act upon issues surrounding the tree survey at State Hwy 78/Alanis.

### DISCUSSION ITEMS

- DS1. Update from the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation.
- DS2. Discussion regarding Temporary Access Agreement.
- DS3. Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, 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 Ballard/Brown, Brown/Eubanks, FM 1378/Parker, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, and State Hwy 78/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: 2013-9a, 2017-6a, 2020-11b, 2021-2d, 2021-4a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-4d, 2022-7a, 2022-7b, 2022-7c, 2022-9a, and 2022-9b.

**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 September 16, 2022 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**  
 August 17, 2022 – 8:30 A.M.  
 WEDC Offices – Conference Room  
 250 S Hwy 78 – Wylie, TX 75098

**CALL TO ORDER**

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*Announce the presence of a Quorum*

President Demond Dawkins called the meeting to order at 8:36 a.m. Board Members present were Melisa Whitehead, Gino Mulliqi, Tim Gilchrist, and Blake Brininstool.

Ex-Officio Member Mayor Matthew Porter was present. Ex-Officio Member City Manager Brent Parker arrived at 8:38 a.m.

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

**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 a 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 Minutes from the July 20, 2022 Regular Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the July 2022 WEDC Treasurer's Report.**

**Board Action**

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 5-0.

**REGULAR AGENDA**

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- 1. Tabled on 7-20-22**  
*Remove from table and consider*

**Board Action**

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to remove this Item from table. A vote was taken, and the motion passed 5-0.

**Consider and act upon issues surrounding the Election of Officers for the WEDC Board of Directors for 2022-2023.**

**Staff Comments**

Staff noted that the Bylaws have not been updated at this time and that the attorney recommended an Amendment or series of Amendments that would more accurately reflect the desired Bylaw updates or changes requested by the Board. Staff then facilitated the open discussion for the Board to begin the process of electing officers. The Board discussed and questioned interest for different officer positions and the expectations for each position. President Dawkins reminded the Board that, due to his licensing and position, he cannot hold the title of Treasurer. The Board elected each officer by voting for each position starting from the top officer position going down.

**Board Action**

A motion was made by Tim Gilchrist, seconded by Melisa Whitehead, to elect Demond Dawkins as President. A vote was taken, and the motion passed 3-2 with Gino Mulliqi and Blake Brininstool voting against. A motion was made by Gino Mulliqi, seconded by Blake Brininstool, to elect Gino Mulliqi as Vice President. A vote was taken, and the motion was denied 2-3 with Demond Dawkins, Melisa Whitehead, and Tim Gilchrist voting against. A motion was made by Tim Gilchrist, seconded by Melisa Whitehead, to elect Melisa Whitehead as Vice President. A vote was taken, and the motion passed 3-2 with Gino Mulliqi and Blake Brininstool voting against. A motion was made by Tim Gilchrist, seconded by Melisa Whitehead, to elect Gino Mulliqi as Secretary. A vote was taken, and the motion passed 4-1 with Gino Mulliqi voting against. A motion was made by Blake Brininstool, seconded by Melisa Whitehead, to elect Tim Gilchrist as Treasurer. A vote was taken, and the motion passed 4-1 with Gino Mulliqi voting against.

2. **Tabled from 7-20-2022**

*Remove from table and consider*

**Board Action**

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to remove this Item from table. A vote was taken, and the motion passed 5-0.

**Consider and act upon the establishment of a Regular Meeting Date and Time for the WEDC Board of Directors for 2022-2023.**

**Staff Comments**

The Board discussed and agreed that the current official set time at 7:30 a.m. works the best for Board member attendance. Both Ex-Officio Members Mayor Matthew Porter and City Manager Brent Parker confirmed that the 7:30 a.m. meeting time would not affect their ability to attend the WEDC Regular Board meetings.

**Board Action**

A motion was made by Gino Mulliqi, seconded by Blake Brininstool, to keep the current established regular meeting date and time currently set for the third Wednesday of each month at 7:30 a.m. for 2022-2023. A vote was taken, and the motion passed 5-0.

3. **Consider and act upon an Agreement for Professional Services between WEDC and Kimley-Horn and Associates, Inc.**

**Staff Comments**

Staff discussed that this approval expedites the next steps in the process of the FM 544 Gateway development and noted that the preliminary plat that had been previously drawn up has caused some issues and will need an engineer to assist. Staff noted that the original bid for Kimley-Horn is in the amount of \$73,000. However, approval of this Agreement may be made in the amount of \$53,000, as \$20,000 of hourly submittals is already accounted for in the engineering budget for FY 22-23. Staff confirmed that Kimley-Horn has already had preliminary meetings with the city and will be able to start work quickly.

**Board Action**

A motion was made by Gino Mulliqi, seconded by Tim Gilchrist, to approve an Agreement for Professional Services between WEDC and Kimley-Horn in the amount of \$53,000 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 5-0.

4. **Consider and act upon issues surrounding the disposition of WEDC property located at 200 W. Brown.**

**Staff Comments**

Staff referred to the Agenda Report regarding the disposition of WEDC property located at 200 W. Brown. Staff noted that this demolition was not a budgeted expense but was added to the Budget Amendment.

**Board Action**

A motion was made by Tim Gilchrist, seconded by Blake Brininstool, to award a contract to Zachary Construction Services in the amount of \$10,000 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 5-0.

5. **Consider and act upon FY 2021-2022 Budget Amendments.**

**Staff Comments**

Staff discussed the proposed FY 2021-2022 Budget Amendments which include the receipt of bank note proceeds from the Series 2022 Loan, principal and interest payments for the Series 2022 Loan, and land acquisition and engineering expenses previously authorized by the Board.

**Board Action**

A motion was made by Blake Brininstool, seconded by Melisa Whitehead, to approve the FY 2021-2022 Budget Amendments. A vote was taken, and the motion passed 5-0.

**DISCUSSION ITEMS**

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- DS1. **Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.**

**Staff Comments**

Staff referred the Board to the Agenda Report provided in the packet for all updates related to WEDC property updates, downtown parking, engineering reports, upcoming events, and WEDC activities/programs. The Board inquired about road closures due to the water line relocation on State Hwy 78 & Brown. Staff clarified that one of the lanes might be impacted, but efforts will be made to accommodate businesses' schedules. The cost to haul off contaminated dirt from State Hwy 78 & Brown

WEDC – Minutes  
 August 17, 2022  
 Page 4 of 4

will be confirmed by staff. Calendar invites will be sent out to Board members interested in attending the Sales Tax Workshop on September 16<sup>th</sup> and Manufacturing Day tours.

### **EXECUTIVE SESSION**

Recessed into Closed Session at 9:38 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 Ballard/Brown, Brown/Eubanks, FM 1378/Parker, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, State Hwy 78/Alanis, and State Hwy 78/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: 2020-11b, 2021-2d, 2021-4a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-7a, 2022-7b, and 2022-7c.**

### **RECONVENE INTO OPEN SESSION**

*Take any action as a result of the Executive Session.*

President Dawkins reconvened into Open Session at 10:53 a.m.

### **FUTURE AGENDA ITEMS**

Board Member Gino Mulliqi requested adding a future agenda item to consider the addition of two more Board Members to serve as alternates. The alternates would attend meetings and fill in to vote for any Board Member that is not present to do so themselves.

### **ADJOURNMENT**

With no further business, President Dawkins adjourned the WEDC Board meeting at 10:56 a.m.

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**Demond Dawkins, President**

ATTEST:

\_\_\_\_\_  
**Jason Greiner, Executive Director**

## AGENDA REPORT

<b>Meeting Date:</b>	<u>September 21, 2022</u>	<b>Item Number:</b>	<u>B</u>
<b>Prepared By:</b>	<u>Jason Greiner</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>9-14-22</u>	<b>Exhibits:</b>	<u>4</u>

### Subject

Consider and act upon approval of the August 2022 WEDC Treasurer's Report.

### Recommendation

Motion to approve the August 2022 WEDC Treasurer's Report.

Presented for the Board's review and approval is the August 2022 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 June allocated in August, was \$429,696.16, an increase of 9.96% over the same period in 2021.

#### **EXPENSES:**

##### Incentives

\$13,140.34	CBC Property Holdings- Incentive 2
\$16,933.00	Cardinal Strategies- Incentive 3

##### Special Services

\$5,600.00	Elm Creek Environmental- Hwy 78 & Brown
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##### Engineering/Architectural

\$8,500.00	Kimley Horn- Flood Study Hwy 78/Alanis
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##### Land/Purchase Price

\$154,225.57	200 W Brown- Purchase
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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>							
<b>Revenue</b>							
<b>Category: 400 - Taxes</b>							
<a href="#">111-4000-40210</a>	SALES TAX	3,789,966.00	3,789,966.00	429,696.16	3,084,742.15	-705,223.85	18.61 %
<b>Category: 400 - Taxes Total:</b>		<b>3,789,966.00</b>	<b>3,789,966.00</b>	<b>429,696.16</b>	<b>3,084,742.15</b>	<b>-705,223.85</b>	<b>18.61%</b>
<b>Category: 460 - Interest Income</b>							
<a href="#">111-4000-46110</a>	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	0.00	6,639.16	639.16	110.65 %
<b>Category: 460 - Interest Income Total:</b>		<b>6,000.00</b>	<b>6,000.00</b>	<b>0.00</b>	<b>6,639.16</b>	<b>639.16</b>	<b>10.65%</b>
<b>Category: 480 - Miscellaneous Income</b>							
<a href="#">111-4000-48110</a>	RENTAL INCOME	132,240.00	132,240.00	11,755.00	122,435.00	-9,805.00	7.41 %
<a href="#">111-4000-48410</a>	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,544.96	1,544.96	0.00 %
<a href="#">111-4000-48430</a>	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	0.00	-70,386.08	-2,671,502.08	102.71 %
<b>Category: 480 - Miscellaneous Income Total:</b>		<b>2,733,356.00</b>	<b>2,733,356.00</b>	<b>11,755.00</b>	<b>53,593.88</b>	<b>-2,679,762.12</b>	<b>98.04%</b>
<b>Category: 490 - Transfers In &amp; Other Financing Sources</b>							
<a href="#">111-4000-49325</a>	BANK NOTE PROCEEDS	0.00	16,216,000.00	0.00	16,216,000.00	0.00	0.00 %
<b>Category: 490 - Transfers In &amp; Other Financing Sources Total:</b>		<b>0.00</b>	<b>16,216,000.00</b>	<b>0.00</b>	<b>16,216,000.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Revenue Total:</b>		<b>6,529,322.00</b>	<b>22,745,322.00</b>	<b>441,451.16</b>	<b>19,360,975.19</b>	<b>-3,384,346.81</b>	<b>14.88%</b>
<b>Expense</b>							
<b>Category: 510 - Personnel Services</b>							
<a href="#">111-5611-51110</a>	SALARIES	286,558.00	286,558.00	22,960.83	250,966.90	35,591.10	12.42 %
<a href="#">111-5611-51130</a>	OVERTIME	0.00	0.00	0.00	222.52	-222.52	0.00 %
<a href="#">111-5611-51140</a>	LONGEVITY PAY	729.00	729.00	0.00	724.00	5.00	0.69 %
<a href="#">111-5611-51310</a>	TMRS	44,530.00	44,530.00	3,524.04	38,552.00	5,978.00	13.42 %
<a href="#">111-5611-51410</a>	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,836.94	35,325.50	13,978.50	28.35 %
<a href="#">111-5611-51420</a>	LONG-TERM DISABILITY	1,707.00	1,707.00	0.00	357.36	1,349.64	79.07 %
<a href="#">111-5611-51440</a>	FICA	18,623.00	18,623.00	1,298.95	14,365.82	4,257.18	22.86 %
<a href="#">111-5611-51450</a>	MEDICARE	4,355.00	4,355.00	303.78	3,359.69	995.31	22.85 %
<a href="#">111-5611-51470</a>	WORKERS COMP PREMIUM	378.00	390.56	0.00	390.55	0.01	0.00 %
<a href="#">111-5611-51480</a>	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.23	40.29	1,039.71	96.27 %
<b>Category: 510 - Personnel Services Total:</b>		<b>407,264.00</b>	<b>407,276.56</b>	<b>31,924.77</b>	<b>344,304.63</b>	<b>62,971.93</b>	<b>15.46%</b>
<b>Category: 520 - Supplies</b>							
<a href="#">111-5611-52010</a>	OFFICE SUPPLIES	5,000.00	5,000.00	259.04	3,926.77	1,073.23	21.46 %
<a href="#">111-5611-52040</a>	POSTAGE & FREIGHT	300.00	300.00	0.00	71.70	228.30	76.10 %
<a href="#">111-5611-52810</a>	FOOD SUPPLIES	6,100.00	6,100.00	183.06	3,186.32	2,913.68	47.77 %
<b>Category: 520 - Supplies Total:</b>		<b>11,400.00</b>	<b>11,400.00</b>	<b>442.10</b>	<b>7,184.79</b>	<b>4,215.21</b>	<b>36.98%</b>
<b>Category: 540 - Materials for Maintenance</b>							
<a href="#">111-5611-54610</a>	FURNITURE & FIXTURES	2,500.00	9,258.00	0.00	8,958.50	299.50	3.24 %
<a href="#">111-5611-54810</a>	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	125.00	4,249.99	1,250.01	22.73 %
<b>Category: 540 - Materials for Maintenance Total:</b>		<b>8,000.00</b>	<b>14,758.00</b>	<b>125.00</b>	<b>13,208.49</b>	<b>1,549.51</b>	<b>10.50%</b>
<b>Category: 560 - Contractual Services</b>							
<a href="#">111-5611-56030</a>	INCENTIVES	1,043,973.00	1,043,973.00	30,073.34	324,714.18	719,258.82	68.90 %
<a href="#">111-5611-56040</a>	SPECIAL SERVICES	118,156.00	4,482,539.00	20,258.52	2,219,218.45	2,263,320.55	50.49 %
<a href="#">111-5611-56080</a>	ADVERTISING	129,100.00	129,100.00	18,650.00	69,859.47	59,240.53	45.89 %
<a href="#">111-5611-56090</a>	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	13,850.00	44,479.94	7,570.06	14.54 %
<a href="#">111-5611-56110</a>	COMMUNICATIONS	6,400.00	6,400.00	394.00	4,621.44	1,778.56	27.79 %
<a href="#">111-5611-56180</a>	RENTAL	27,000.00	27,000.00	2,250.00	22,500.00	4,500.00	16.67 %
<a href="#">111-5611-56210</a>	TRAVEL & TRAINING	74,600.00	74,600.00	5,555.25	50,643.36	23,956.64	32.11 %
<a href="#">111-5611-56250</a>	DUES & SUBSCRIPTIONS	39,810.00	56,010.00	4,221.99	54,421.66	1,588.34	2.84 %
<a href="#">111-5611-56310</a>	INSURANCE	6,303.00	6,303.00	0.00	5,458.01	844.99	13.41 %
<a href="#">111-5611-56510</a>	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	3,463.50	17,434.00	15,566.00	47.17 %

## Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">111-5611-56570</a> ENGINEERING/ARCHITECTURAL	87,500.00	262,800.00	11,160.00	137,552.55	125,247.45	47.66 %
<a href="#">111-5611-56610</a> UTILITIES-ELECTRIC	2,400.00	2,400.00	237.55	1,770.87	629.13	26.21 %
<b>Category: 560 - Contractual Services Total:</b>	<b>1,620,292.00</b>	<b>6,176,175.00</b>	<b>110,114.15</b>	<b>2,952,673.93</b>	<b>3,223,501.07</b>	<b>52.19%</b>
<b>Category: 570 - Debt Service &amp; Capital Replacement</b>						
<a href="#">111-5611-57410</a> PRINCIPAL PAYMENT	694,127.33	5,443,700.71	46,780.39	4,994,183.09	449,517.62	8.26 %
<a href="#">111-5611-57415</a> INTEREST EXPENSE	315,135.79	391,235.38	55,886.08	282,471.56	108,763.82	27.80 %
<b>Category: 570 - Debt Service &amp; Capital Replacement Total:</b>	<b>1,009,263.12</b>	<b>5,834,936.09</b>	<b>102,666.47</b>	<b>5,276,654.65</b>	<b>558,281.44</b>	<b>9.57%</b>
<b>Category: 580 - Capital Outlay</b>						
<a href="#">111-5611-58110</a> LAND-PURCHASE PRICE	0.00	4,142,718.16	154,225.57	4,053,970.42	88,747.74	2.14 %
<a href="#">111-5611-58210</a> STREETS & ALLEYS	2,175,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">111-5611-58995</a> CONTRA CAPITAL OUTLAY	0.00	0.00	-159,325.57	-4,054,591.91	4,054,591.91	0.00 %
<b>Category: 580 - Capital Outlay Total:</b>	<b>2,175,000.00</b>	<b>4,142,718.16</b>	<b>-5,100.00</b>	<b>-621.49</b>	<b>4,143,339.65</b>	<b>100.02%</b>
<b>Expense Total:</b>	<b>5,231,219.12</b>	<b>16,587,263.81</b>	<b>240,172.49</b>	<b>8,593,405.00</b>	<b>7,993,858.81</b>	<b>48.19%</b>
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>6,158,058.19</b>	<b>201,278.67</b>	<b>10,767,570.19</b>	<b>4,609,512.00</b>	<b>-74.85%</b>
<b>Report Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>6,158,058.19</b>	<b>201,278.67</b>	<b>10,767,570.19</b>	<b>4,609,512.00</b>	<b>-74.85%</b>

## Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

## Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>						
<b>Revenue</b>						
400 - Taxes	3,789,966.00	3,789,966.00	429,696.16	3,084,742.15	-705,223.85	18.61%
460 - Interest Income	6,000.00	6,000.00	0.00	6,639.16	639.16	10.65%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	11,755.00	53,593.88	-2,679,762.12	98.04%
490 - Transfers In & Other Financing Sources	0.00	16,216,000.00	0.00	16,216,000.00	0.00	0.00%
<b>Revenue Total:</b>	<b>6,529,322.00</b>	<b>22,745,322.00</b>	<b>441,451.16</b>	<b>19,360,975.19</b>	<b>-3,384,346.81</b>	<b>14.88%</b>
<b>Expense</b>						
510 - Personnel Services	407,264.00	407,276.56	31,924.77	344,304.63	62,971.93	15.46%
520 - Supplies	11,400.00	11,400.00	442.10	7,184.79	4,215.21	36.98%
540 - Materials for Maintenance	8,000.00	14,758.00	125.00	13,208.49	1,549.51	10.50%
560 - Contractual Services	1,620,292.00	6,176,175.00	110,114.15	2,952,673.93	3,223,501.07	52.19%
570 - Debt Service & Capital Replacement	1,009,263.12	5,834,936.09	102,666.47	5,276,654.65	558,281.44	9.57%
580 - Capital Outlay	2,175,000.00	4,142,718.16	-5,100.00	-621.49	4,143,339.65	100.02%
<b>Expense Total:</b>	<b>5,231,219.12</b>	<b>16,587,263.81</b>	<b>240,172.49</b>	<b>8,593,405.00</b>	<b>7,993,858.81</b>	<b>48.19%</b>
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>6,158,058.19</b>	<b>201,278.67</b>	<b>10,767,570.19</b>	<b>4,609,512.00</b>	<b>-74.85%</b>
<b>Report Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>6,158,058.19</b>	<b>201,278.67</b>	<b>10,767,570.19</b>	<b>4,609,512.00</b>	<b>-74.85%</b>

### Fund Summary

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	6,158,058.19	201,278.67	10,767,570.19	4,609,512.00
<b>Report Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>6,158,058.19</b>	<b>201,278.67</b>	<b>10,767,570.19</b>	<b>4,609,512.00</b>

Wylie Economic Development Corporation  
Statement of Net Position  
As of August 31, 2022

**Assets**

Cash and cash equivalents	\$ 10,663,562.08	
Receivables	\$ 40,000.00	Note 1
Inventories	\$ 16,189,368.61	
Prepaid Items	<u>\$ -</u>	
<b>Total Assets</b>	<b><u>\$ 26,892,930.69</u></b>	

**Deferred Outflows of Resources**

Pensions	<u>\$ 75,630.55</u>
<b>Total deferred outflows of resources</b>	<b><u>\$ 75,630.55</u></b>

**Liabilities**

Accounts Payable and other current liabilities	\$ 14,677.66	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 88,845.68	Note 3
Due in more than one year	<u>\$ 16,255,182.25</u>	
<b>Total Liabilities</b>	<b><u>\$ 16,359,905.59</u></b>	

**Deferred Inflows of Resources**

Pensions	<u>\$ (45,385.41)</u>
<b>Total deferred inflows of resources</b>	<b><u>\$ (45,385.41)</u></b>

**Net Position**

Net investment in capital assets	\$ -
Unrestricted	<u>\$ 10,563,270.24</u>
<b>Total Net Position</b>	<b><u>\$ 10,563,270.24</u></b>

Note 1: Includes incentives in the form of forgivable loans for \$40,000 (LUV-ROS)

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$32,301

# Balance Sheet

## Account Summary

As Of 08/31/2022

Account	Name	Balance
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>		
<b>Assets</b>		
<a href="#">111-1000-10110</a>	CLAIM ON CASH AND CASH EQUIV.	10,647,881.29
<a href="#">111-1000-10115</a>	CASH - WEDC - INWOOD	0.00
<a href="#">111-1000-10135</a>	ESCROW	0.00
<a href="#">111-1000-10180</a>	DEPOSITS	2,000.00
<a href="#">111-1000-10198</a>	OTHER - MISC CLEARING	0.00
<a href="#">111-1000-10341</a>	TEXPOOL	0.00
<a href="#">111-1000-10343</a>	LOGIC	0.00
<a href="#">111-1000-10481</a>	INTEREST RECEIVABLE	0.00
<a href="#">111-1000-11511</a>	ACCTS REC - MISC	0.00
<a href="#">111-1000-11517</a>	ACCTS REC - SALES TAX	0.00
<a href="#">111-1000-12810</a>	LEASE PAYMENTS RECEIVABLE	0.00
<a href="#">111-1000-12950</a>	LOAN PROCEEDS RECEIVABLE	0.00
<a href="#">111-1000-12996</a>	LOAN RECEIVABLE	0.00
<a href="#">111-1000-12997</a>	ACCTS REC - JTM TECH	0.00
<a href="#">111-1000-12998</a>	ACCTS REC - FORGIVEABLE LOANS	40,000.00
<a href="#">111-1000-14112</a>	INVENTORY - MATERIAL/ SUPPLY	0.00
<a href="#">111-1000-14116</a>	INVENTORY - LAND & BUILDINGS	16,189,368.61
<a href="#">111-1000-14118</a>	INVENTORY - BAYCO/ SANDEN BLVD	0.00
<a href="#">111-1000-14310</a>	PREPAID EXPENSES - MISC	0.00
<a href="#">111-1000-14410</a>	DEFERRED OUTFLOWS	698,867.00
	<b>Total Assets:</b>	<b>27,578,116.90</b>
		<b><u>27,578,116.90</u></b>
<b>Liability</b>		
<a href="#">111-2000-20110</a>	FEDERAL INCOME TAX PAYABLE	0.00
<a href="#">111-2000-20111</a>	MEDICARE PAYABLE	0.00
<a href="#">111-2000-20112</a>	CHILD SUPPORT PAYABLE	0.00
<a href="#">111-2000-20113</a>	CREDIT UNION PAYABLE	0.00
<a href="#">111-2000-20114</a>	IRS LEVY PAYABLE	0.00
<a href="#">111-2000-20115</a>	NATIONWIDE DEFERRED COMP	0.00
<a href="#">111-2000-20116</a>	HEALTH INSUR PAY-EMPLOYEE	5,550.79
<a href="#">111-2000-20117</a>	TMRS PAYABLE	0.00
<a href="#">111-2000-20118</a>	ROTH IRA PAYABLE	0.00
<a href="#">111-2000-20119</a>	WORKERS COMP PAYABLE	0.00
<a href="#">111-2000-20120</a>	FICA PAYABLE	0.00
<a href="#">111-2000-20121</a>	TEC PAYABLE	0.00
<a href="#">111-2000-20122</a>	STUDENT LOAN LEVY PAYABLE	0.00
<a href="#">111-2000-20123</a>	ALIMONY PAYABLE	0.00
<a href="#">111-2000-20124</a>	BANKRUPTCY PAYABLE	0.00
<a href="#">111-2000-20125</a>	VALIC DEFERRED COMP	0.00
<a href="#">111-2000-20126</a>	ICMA PAYABLE	0.00
<a href="#">111-2000-20127</a>	EMP. LEGAL SERVICES PAYABLE	0.00
<a href="#">111-2000-20130</a>	FLEXIBLE SPENDING ACCOUNT	8,937.28
<a href="#">111-2000-20131</a>	EDWARD JONES DEFERRED COMP	0.00
<a href="#">111-2000-20132</a>	EMP CARE FLITE	12.00
<a href="#">111-2000-20133</a>	Unemployment Comp Payable	6.45
<a href="#">111-2000-20151</a>	ACCRUED WAGES PAYABLE	0.00
<a href="#">111-2000-20180</a>	ADDIT EMPLOYEE INSUR PAY	171.14
<a href="#">111-2000-20199</a>	MISC PAYROLL PAYABLE	0.00
<a href="#">111-2000-20201</a>	AP PENDING	0.00
<a href="#">111-2000-20210</a>	ACCOUNTS PAYABLE	0.00
<a href="#">111-2000-20530</a>	PROPERTY TAXES PAYABLE	0.00
<a href="#">111-2000-20540</a>	NOTES PAYABLE	698,867.00
<a href="#">111-2000-20810</a>	DUE TO GENERAL FUND	0.00

As Of 08/31/2022

## Balance Sheet

Account	Name	Balance
<a href="#">111-2000-22270</a>	DEFERRED INFLOW	0.00
<a href="#">111-2000-22275</a>	DEF INFLOW - LEASE PRINCIPAL	0.00
<a href="#">111-2000-22280</a>	DEFERRED INFLOW - LEASE INT	0.00
<a href="#">111-2000-22915</a>	RENTAL DEPOSITS	1,200.00
	<b>Total Liability:</b>	<b>714,744.66</b>

## Equity

<a href="#">111-3000-34110</a>	FUND BALANCE - RESERVED	0.00
<a href="#">111-3000-34590</a>	FUND BALANCE-UNRESERV/UNDESIG	16,095,802.05
	<b>Total Beginning Equity:</b>	<b>16,095,802.05</b>
Total Revenue		19,360,975.19
Total Expense		8,593,405.00
<b>Revenues Over/Under Expenses</b>		<b>10,767,570.19</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>26,863,372.24</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>27,578,116.90</u></b>

As Of 08/31/2022

## Balance Sheet

Account	Name	Balance
<b>Fund: 922 - GEN LONG TERM DEBT (WEDC)</b>		
<b>Assets</b>		
<a href="#">922-1000-10312</a>	GOVERNMENT NOTES	0.00
<a href="#">922-1000-18110</a>	LOAN - WEDC	0.00
<a href="#">922-1000-18120</a>	LOAN - BIRMINGHAM	0.00
<a href="#">922-1000-18210</a>	AMOUNT TO BE PROVIDED	0.00
<a href="#">922-1000-18220</a>	BIRMINGHAM LOAN	0.00
<a href="#">922-1000-19050</a>	DEF OUTFLOW TMRS CONTRIBUTIONS	39,535.29
<a href="#">922-1000-19051</a>	DEF OUTFLOW SDBF CONTRIBUTIONS	3,027.00
<a href="#">922-1000-19075</a>	DEF OUTFLOW - INVESTMENT EXP	-37,953.52
<a href="#">922-1000-19100</a>	DEF OUTFLOW - ACT EXP/ASSUMP	71,021.78
<a href="#">922-1000-19125</a>	(GAIN)/LOSS ON ASSUMPTION CHGS	-44,574.41
<a href="#">922-1000-19126</a>	DEF INFLOW SDBF CONTRIBUTIONS	-811.00
	<b>Total Assets:</b>	<b>30,245.14</b>
		<b><u>30,245.14</u></b>
<b>Liability</b>		
<a href="#">922-2000-20310</a>	COMPENSATED ABSENCES PAYABLE	0.00
<a href="#">922-2000-20311</a>	COMP ABSENCES PAYABLE-CURRENT	32,300.82
<a href="#">922-2000-21410</a>	ACCRUED INTEREST PAYABLE	9,604.44
<a href="#">922-2000-28205</a>	WEDC LOANS/CURRENT	46,940.42
<a href="#">922-2000-28220</a>	BIRMINGHAM LOAN	0.00
<a href="#">922-2000-28230</a>	INWOOD LOAN	0.00
<a href="#">922-2000-28232</a>	ANB LOAN/EDGE	0.00
<a href="#">922-2000-28233</a>	ANB LOAN/PEDDICORD WHITE	0.00
<a href="#">922-2000-28234</a>	ANB LOAN/RANDACK HUGHES	0.00
<a href="#">922-2000-28235</a>	ANB LOAN	0.00
<a href="#">922-2000-28236</a>	ANB CONSTRUCTION LOAN	0.00
<a href="#">922-2000-28237</a>	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
<a href="#">922-2000-28238</a>	ANB LOAN/BUCHANAN	0.00
<a href="#">922-2000-28239</a>	ANB LOAN/JONES:HOBART PAYOFF	0.00
<a href="#">922-2000-28240</a>	HUGHES LOAN	0.00
<a href="#">922-2000-28242</a>	ANB LOAN/HWY 78:5TH ST REDEV	0.00
<a href="#">922-2000-28245</a>	ANB LOAN/DALLAS WHIRLPOOL	0.00
<a href="#">922-2000-28246</a>	GOVCAP LOAN/KIRBY	7,846,537.60
<a href="#">922-2000-28247</a>	JARRARD LOAN	144,081.16
<a href="#">922-2000-28248</a>	GOVCAP LOAN/SERIES 2022	8,067,548.32
<a href="#">922-2000-28250</a>	CITY OF WYLIE LOAN	0.00
<a href="#">922-2000-28260</a>	PRIME KUTS LOAN	0.00
<a href="#">922-2000-28270</a>	BOWLAND/ANDERSON LOAN	0.00
<a href="#">922-2000-28280</a>	CAPITAL ONE CAZAD LOAN	0.00
<a href="#">922-2000-28290</a>	HOBART/COMMERCE LOAN	0.00
<a href="#">922-2000-29150</a>	NET PENSION LIABILITY	185,989.17
<a href="#">922-2000-29151</a>	SDBF LIABILITY	11,026.00
	<b>Total Liability:</b>	<b>16,344,027.93</b>
<b>Equity</b>		
<a href="#">922-3000-34590</a>	FUND BALANCE-UNRESERV/UNDESIG	-4,971,701.88
<a href="#">922-3000-35900</a>	UNRESTRICTED NET POSITION	-120,264.00
	<b>Total Beginning Equity:</b>	<b>-5,091,965.88</b>
Total Revenue		-16,216,000.00
Total Expense		-4,994,183.09
<b>Revenues Over/Under Expenses</b>		<b>-11,221,816.91</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>-16,313,782.79</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>30,245.14</u></b>



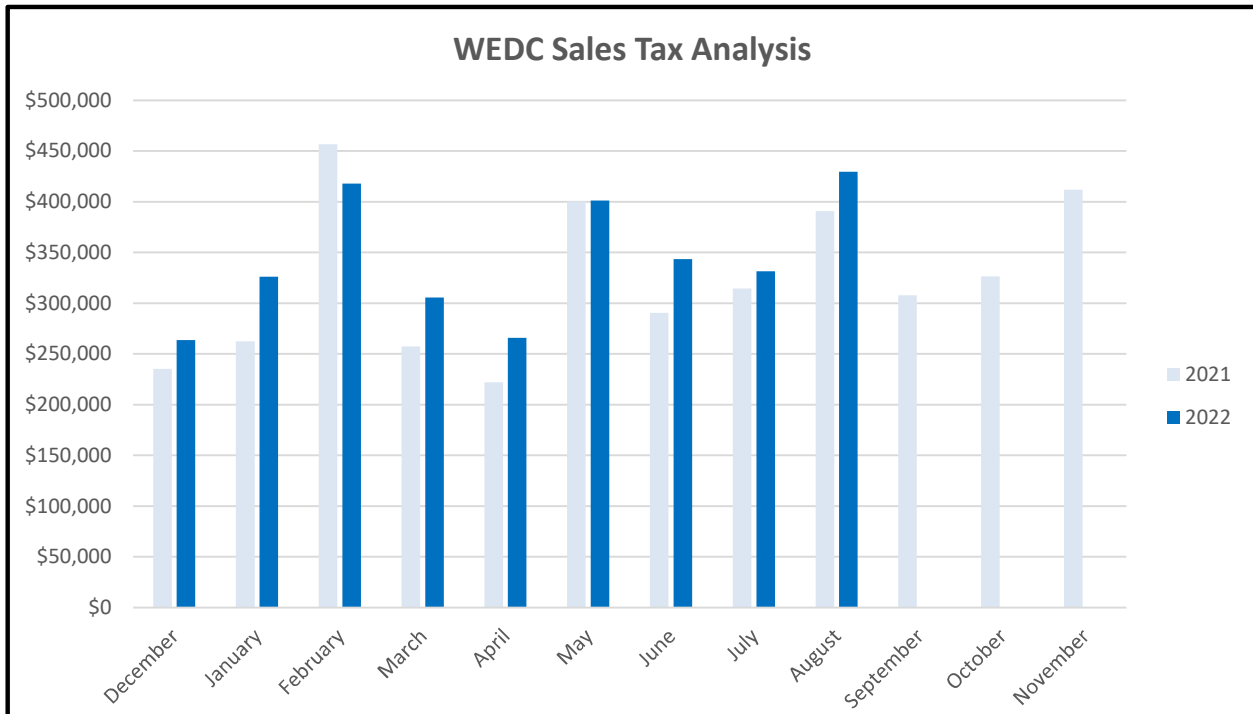
## Wylie Economic Development Corporation

### SALES TAX REPORT

August 31, 2022

#### BUDGETED YEAR

MONTH	FY 2019	FY 2020	FY 2021	FY 2022	DIFF 21 vs. 22	% DIFF 21 vs. 22
DECEMBER	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 28,196.33	11.98%
JANUARY	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 63,944.40	24.38%
FEBRUARY	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ (38,674.56)	-8.47%
MARCH	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 48,417.59	18.83%
APRIL	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 43,892.25	19.78%
MAY	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 808.50	0.20%
JUNE	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 52,784.34	18.16%
JULY	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86	\$ 16,873.76	5.36%
AUGUST	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16	\$ 38,905.40	9.96%
SEPTEMBER	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ -	\$ -	0.00%
OCTOBER	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ -	\$ -	0.00%
NOVEMBER	\$ 308,324.41	\$ 384,953.89	\$ 411,813.32	\$ -	\$ -	0.00%
<b>Sub-Total</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 3,875,470.98</b>	<b>\$ 3,084,742.14</b>	<b>\$ 255,148.01</b>	<b>11.13%</b>
 <b>Total</b>	 <b>\$ 2,920,137.37</b>	 <b>\$ 3,283,492.09</b>	 <b>\$ 3,875,470.98</b>	 <b>\$ 3,084,742.14</b>	 <b>\$ 255,148.01</b>	 <b>11.13%</b>



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.  
 Example: August SlsTx Revenue is actually June SlsTx and is therefore the 9th allocation in FY22.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 21, 2022; Department: WEDC; Prepared By: Jason Greiner; Date Prepared: 9-15-22; Item Number: 1; Account Code: ; Exhibits: 1

Subject: Consider and act upon a Performance Agreement between the WEDC and American Entitlements, LLC.

Recommendation: Motion to approve a Performance Agreement between the WEDC and American Entitlements, LLC. Providing for a maximum incentive of \$35,000 and further authorizing the WEDC Executive Director to execute said Agreement.

Discussion: As the Board will recall, WEDC staff initially presented Project 2021-12b back in December of 2021. After further analysis and Board direction, staff took the project to City Council on March 22, 2022. City Council authorized the WEDC to enter into a Performance Agreement in an amount not to exceed \$35,000. The Board previously approved Project 2019-3a which authorized a Performance Agreement with American Entitlements. This Performance Agreement provided a maximum incentive of \$33,000 related to the renovation of an existing 4,386 square foot office building in Historic Downtown Wylie, more specifically 108 W. Marble Street in Wylie, Texas. Mr. Tobias added 40 employees (33 new hires) and invested over \$100,000 in the downtown district. American Entitlements has requested assistance from the WEDC specifically related to additional real and personal property improvements consisting of adding a 1,300 sq ft addition to the existing structure and adding 35 new employees over the next three years. The Performance Measures and Incentive Payments are identified as follows: Incentive No. 1 - Company shall receive \$1,000 for every new FTE position created over the base employment of forty (40) employees (prior to 3-31-23). Proof of Certificate of Occupancy by March 31, 2023; and

- Project Cost of no less than \$200,000; and
- Company is current on all ad valorem taxes and other property taxes.

**Incentive No. 2** - Company shall receive \$1,000 for every new FTE position added above the previous year's baseline employment (between 4/1/23 and 3/31/24).

- Proof of ongoing operations one year from the anniversary of CO; and
- Company is current on all ad valorem taxes and other property taxes.

**Incentive No. 3** - Company shall receive \$1,000 for every new FTE position added above the previous year's baseline employment (between 4/1/24 and 3/31/25).

- Proof of ongoing operations two years from the anniversary of CO; and
- Company is current on all ad valorem taxes and other property taxes.

**Incentive No. 4** - Company shall receive \$1,000 for every new FTE position added above the previous year's baseline employment (between 4/1/25- and 3/31/26).

- Proof of ongoing operations three years from the anniversary of CO; and
- Company is current on all ad valorem taxes and other property taxes.

The Performance Agreement will expire once the maximum \$35,000 Incentive has been met. Should American Entitlements fail to meet the Performance Measures for Incentive No. 1, the entire Performance Agreement is voided in advance. Further, no partial incentive payments will be provided.

*Economic Impact Analysis (EIA): With the WEDC's Incentive of \$35,000, this project will generate an estimated \$272,490 in overall tax revenue for the City of Wylie over the next 10 years. For every \$1 that the WEDC invests, this business is investing \$7.78 in our community.*

**PERFORMANCE AGREEMENT**  
**Between**  
**WYLIE ECONOMIC DEVELOPMENT CORPORATION**  
**And**  
**AMERICAN ENTITLEMENTS LLC**

This Performance Agreement (this “Agreement”) is made and entered into by and between the **Wylie Economic Development Corporation** (the “WEDC”), a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act of 1979, as amended from time to time (the "Act"), and **American Entitlements LLC**, a Texas limited liability company (the “Company”).

**RECITALS**

**WHEREAS**, the Company is desirous of making real and personal property improvements consisting of adding a 1,300 square foot addition to an existing 4,386 square foot office building located at 108 W. Marble Street in Wylie, Texas (the “Facility”) and adding Thirty Five (35) new Employees at the Company over the next three years (the “Project”). The Project will have an estimated construction cost of Two Hundred Thousand Dollars (\$200,000.00); and

**WHEREAS**, the Company has requested that the WEDC provide economic assistance to offset the cost of renovating the Facility and other expenses associated with completing the Project; and

**WHEREAS**, the completion of the Project in the City of Wylie, Texas will ultimately create “primary jobs”, as that term is defined in the Act; and

**WHEREAS**, the WEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Wylie for which the WEDC was established to encourage the development and use of business properties within the City; and

**WHEREAS**, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activities in the State of Texas, and the City of Wylie, the WEDC desires to offer economic assistance to Company as more particularly described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the WEDC and Company agree as follows:

- I. **Economic Assistance**. Subject to the terms of this Agreement, the WEDC will provide economic assistance in an amount up to, but not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (the “Economic Development Incentives”). The Economic Incentives will be paid according to the criteria set forth herein with the WEDC’s obligation to pay the Economic Development Incentives terminating on March 31, 2026.

Upon meeting the qualifications and requirements (the “Performance Requirements”), the Company shall be entitled to the following Economic Development Incentives:

Economic Development Incentive Payment Schedule:

<u>Expected Year</u>	<u>Incentive</u>	<u>Cost of Project</u>	<u>Current WEDC Incentive</u>	<u>Total WEDC Incentive</u>	<u>Eligibility Expiration</u>
2023	No. 1	\$200,000	\$1,000 per new FTE Above 40 FTEs, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2023
2024	No. 2	\$200,000	\$1,000 per new FTE above the number of FTEs reported for Incentive No. 1, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2024
2025	No. 3	\$200,000	\$1,000 per new FTE above the highest number of FTEs previously reported, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2025
2026	No. 4	\$200,000	\$1,000 per new FTE above the highest number of FTEs previously reported, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2026

**II. Performance Requirements for Economic Development Incentive.**

(a) Incentive No. 1: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the Company’s Forty (40) current Full-Time Employees, up to, but not to exceed, Thirty Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 1, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Receipt of documentation by WEDC of a Certificate of Occupancy for an expansion of at least 1,300 square feet of office space to the current 4,386 square feet at the Facility, issued by the City of Wylie, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 2) Receipt of documentation by WEDC supporting a minimum expansion cost of the Project of Two Hundred Thousand Dollars (\$200,000.00) as evidenced

by paid invoices supporting the minimum cost, approval of said documentation at the sole and absolute discretion of the WEDC; and

- 3) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2022, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 4) Employment verification proving the number of employees employed at the Company as of March 31, 2023, which shall not be less than Forty (40) Full-Time Employees, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 5) Qualified Infrastructure Deadline and eligibility expiration for the Company to qualify for this Incentive No. 1 is March 31, 2023.

Notwithstanding the foregoing, Company may request a ninety (90) day extension of the Qualified Infrastructure Deadline by delivering written notice thereof to the WEDC staff at least thirty (30) days prior to the expiration of the Qualified Infrastructure Deadline. In the event WEDC staff determines, in its sole and absolute discretion, that Company is making all such reasonable efforts, then the Qualified Infrastructure Deadline, as applicable, shall be extended by ninety (90) days.

(b) Incentive No. 2: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the number reported for Incentive No. 1, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2023, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2024, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of employees employed at the Company as of March 31, 2024, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 2 is March 31, 2024.

(c) Incentive No. 3: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the highest number of Full-Time Employees previously reported, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2024, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2025, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of employees employed at the Company as of March 31, 2025, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 3 is March 31, 2025.

(d) Incentive No. 4: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the highest number of Full-Time Employees previously reported, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2025, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2026, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of Employees employed at the Company as of March 31, 2026, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 4 is March 31, 2026.

**Under no circumstances shall WEDC be required to pay to the Company any amount more than Thirty-Five Thousand Dollars (\$35,000.00) under this Agreement, regardless of how many new Full-Time Employees are added at the Facility during the term of this Agreement, with the total sum of Incentive No. 1, Incentive No. 2, Incentive No. 3, and Incentive No. 4 being less than or equal to \$35,000.00.**

- III. **WEDC Payment of Incentives.** Subject to the terms of this Agreement, the WEDC shall pay the Incentives within approximately fifteen (15) days of receipt of the required documentation from the Company, subject to verification by the WEDC that the Performance Requirements have been met or exceeded by the Company. Further, Incentives No. 2, No. 3, and No. 4 will be paid not sooner than twelve (12) months following payment of the preceding Incentive Payment.
- IV. **Non-Attainment of Performance Requirements.** In the event that the Company fails to meet or exceed any of the Performance Requirement specified in Section II(a) of this Agreement, the WEDC Economic Development Incentive will be voided in advance of payment in addition to all future Economic Development Incentive payments being voided at the sole discretion of the WEDC. The Company will not be eligible to receive an Economic Development Incentive payment if documentation supporting Performance Requirements are not received by WEDC prior to the Eligibility Expiration Date. Company will be notified in writing in the event a Performance Requirement is not met and have thirty (30) days to cure said default.
- V. **Economic Assistance Termination.** The Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in Section II above. Regardless of the Company's level of attainment of the Performance Requirements set forth in Section II above, the WEDC's obligation to pay the Reimbursement Incentive will expire in full on March 31, 2026.
- VI. **Employee Hiring, Materials and Supplies Purchase.** Although not an event of default or a condition to any advance in the Agreement, WEDC requests that the Company satisfies its need for all construction contractors from Wylie residents and purchase all materials, supplies and services necessary to affect the Project and subsequent occupancy of the Facility from Wylie merchants and businesses.
- VII. **Community Involvement.** Although not an event of default or condition of any advance hereunder, the Company agrees to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Wylie, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.
- VIII. **Verification and Compliance.** The Company will allow the WEDC to audit necessary Company's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (ii) to determine the existence of an Event of Default under the terms of this Agreement; (iii) to ensure compliance with any other terms and conditions set



forth herein or any related documents. Company will provide reports certifying the status of compliance, jobs retained, new investments and any other relevant information until the termination of this Agreement

- IX. **Cessation of Economic Assistance.** Notwithstanding anything herein to the contrary, WEDC shall have no obligation to disburse WEDC Economic Development Incentives if the Company becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt, or is delinquent on any property tax payments or an Event of Default under the terms of this Agreement occurs.
- X. **Non-Payment of Economic Assistance.** The following will constitute an Event of Default and any advance shall not be forgiven in an Event of Default: the Company becomes insolvent, makes any materially false statements to the City and/or the WEDC, fails to pay ad valorem taxes, or files suit against the City and/or the WEDC.
- XI. **Miscellaneous.**
- a. This Agreement shall inure to the benefit of the parties hereto and shall not be assignable by Company without the prior written consent of the WEDC, which consent may be withheld by the WEDC in its sole and absolute discretion.
  - b. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of Vernon's Ann. Civ. St. Art. 5190.6, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with article 5190.6, article 5190.6 shall prevail.
  - c. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.
  - d. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.
  - e. Any notice required or permitted to be given under this agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any part hereto might specify in writing:

**WEDC:** Jason Greiner  
Executive Director  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, Texas 75098

**COMPANY:** American Entitlements LLC  
108 W. Marble Street  
Wylie, TX 75098  
Attention: Brian Tobias, President

By the execution hereof, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WEDC:**

**Wylie Economic Development Corporation**

By: \_\_\_\_\_  
Jason Greiner, Executive Director

**COMPANY:**

**American Entitlements LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Wylie Economic Development  
Board

## AGENDA REPORT

<b>Meeting Date:</b>	<u>September 21, 2022</u>	<b>Item Number:</b>	<u>2</u>
<b>Prepared By:</b>	<u>Jason Greiner</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>9-16-22</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider and act upon issues surrounding the water line loop at State Hwy 78/Alanis.

### Recommendation

Motion to award the contract to Kimley-Horn and Associates, Inc. in the amount of \$11,000 and further authorize the Executive Director to execute any and all necessary documents.

### Discussion

As the Board will recall, the WEDC has worked with Kimley-Horn and Associates, Inc. on the State Hwy 78/Alanis property. As such, Kimley-Horn has provided a professional services agreement for surveying and civil engineering services for the design of a looped 8" water line from SH 78 to Alanis Drive.

The water line will provide potable water to the properties south of Alanis Boulevard. The line will be designed to be installed 5' inside the right-of-way line so that relocation will not be required by future expansions of Alanis Drive.

The tasks outlined below are the professional services to be provided by Kimley-Horn. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated.

1. Topographic Survey - \$2,250 LS
2. Civil Engineering - \$5,500 LS
3. Submittals/Coordination/Meetings - \$2,500 HR
4. Record Drawings - \$750 LS

Upon approval, WEDC Staff will sign and return the documentation and expedite this process.

August 18, 2022

Mr. Jason Greiner, Executive Director  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, Texas 75098

Re: Agreement for Professional Services  
Alanis Water Project

Dear Jason:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement to the Wylie Economic Development Corporation ("WEDC" or "Client") for providing surveying and civil engineering services.

Our Scope of Services is outlined on the following pages and is based on our understanding of your needs and information provided to Kimley-Horn.

### ***Project Understanding***

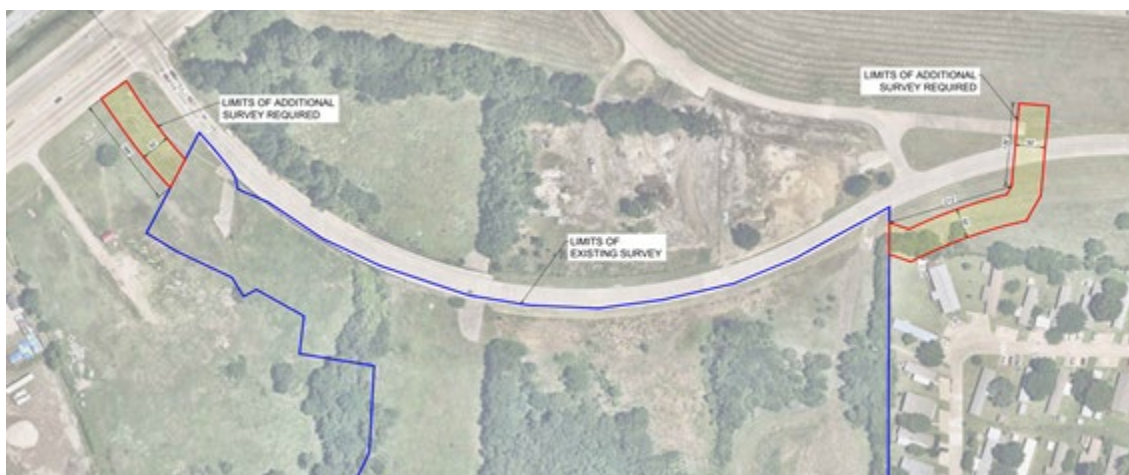
The WEDC requested Kimley-Horn provide a professional services agreement for surveying and civil engineering services for the design of a looped 8" water line from SH 78 to Old Alanis Drive. The water line will provide potable water to the properties south of Alanis Boulevard.

The line will be designed to be installed 5' inside the right-of-way line so that relocation will not be required by future expansions of Alanis Drive.

An exhibit of the proposed project is provided below.



We obtained field survey for the flood study currently underway but additional survey is required to cover the full project extent. The image below shows the additional area required to be surveyed.



The Scope of Services, provided below, is based upon the following:

- Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Task.
- Our services will be performed in general accordance with current published City design standards.
- Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client.
- Private utility information (gas, electric, cable, and telephone) will be shown on the plan for reference only if provided by the appropriate entities in a timely manner. Design of franchise utilities is beyond the scope of this agreement.
- Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
- Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of Probable Construction Costs (OPCC) are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.
- Additional tasks may be necessary to complete the project based on City/Client requirements. If necessary Kimley-Horn will provide the Client with a separate scope and fee for this effort.
- Kimley-Horn shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Client shall not allow the contractor to take advantage of apparent errors, omissions or discrepancies in the drawings or specifications. In case of errors, omissions or discrepancies in the drawings or

specifications, the Client shall direct the contractor to promptly submit the matter to the Client before the improvements are built. The Client shall promptly make a determination and issue the necessary instructions to the contractor in writing. Adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.

- In the performance of services during construction, Kimley-Horn shall not be responsible for the means, methods, acts, techniques, equipment choice and usage, sequences, schedules or for safety precautions or programs of the Contractor, Subcontractor, or other individual or entity performing or furnishing work. Kimley-Horn shall not have the authority or responsibility to stop or direct the work of the Contractor or authorize changes to the Contractor's scope of work. Kimley-Horn will not be responsible for inspections or certifications during or after completion of the project.
- Standard details or specifications provided or referenced on Kimley-Horn plans are for the convenience of the Client only. The Client understands that jurisdictions often mandate use of their standard and that these standards have not been modified or designed by Kimley-Horn. The Client has declined to have these standards updated or made specific to this project and will not hold Kimley-Horn responsible for errors or omissions in these standards should an issue arise from their use.

### **Scope of Services**

The tasks outlined below are the professional services to be provided by Kimley-Horn requested by the Client. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated and those for Projected Hourly (HR) will be billed per the effort expended on an hourly basis per our current Rate Schedule. The total Projected Hourly number shown is a budget number only.

#### **Task 1 – Topographic Survey**

**\$ 2,250 LS**

Kimley-Horn (through a sub-consultant) will prepare a topographic survey of the additional area. The topographic survey is to be used for design purposes only and will not be issued as a stand-alone survey document. The survey will consist of elevations around the entire site; contour lines representing the surface of the existing ground at one-foot intervals based on a survey grid system tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances. City of Wylie datum will be used.

#### **Task 2 - Civil Engineering**

**\$ 5,500 LS**

Kimley-Horn will prepare civil engineering plans for the infrastructure to serve the approximate 12.2-acre site. The plans will consist of the following:

- A. Cover Sheet
- B. Water Plan

Kimley-Horn will prepare water plan sheets for the project. The plans will show the horizontal alignment of the proposed 8" main.



C. Water Profile

Kimley-Horn will prepare a profile of the proposed water line where it crosses under the creek to illustrate adequate cover and pipe protection proposed (if necessary).

D. Construction Details

This task includes addressing up to two rounds of City and Client review comments. Response to additional rounds of comments will be on an hourly basis.

Private utility information (gas, electric, cable, and telephone) will be shown on the plan if provided by the appropriate entities in a timely manner.

**Task 3 - Submittals\Coordination\Meetings \$ 2,500 HR**

At Client's request, Kimley-Horn will attend design team project meetings, City meetings, and/or other project related meetings not listed in previous Task items. Two rounds of City staff review comments are included in the lump sum portion for each design task in this Agreement; however, we will address additional staff review comments in an effort to obtain project approval and permits on an hourly basis under this task. The actual effort for this task will include additional effort required to address and revise the plans, based on reasonable comments by the city.

Because the extent of our required effort is unknown at this time, we have projected our effort at 10 hours.

**Task 7 - Record Drawings \$ 750 LS**

Kimley-Horn will prepare record drawings for the project per the city requirements for Record Drawings. We will use the contractor mark-ups given to us by the contractor as the basis for the record drawings. Kimley-Horn will not be performing field verification of the contractor's mark-ups.

**Additional Services**

Services not specifically provided for in the above scope, as well as changes in the scope the Client requests, will be considered additional services and will be performed on an hourly basis or can be done through an amendment contract.

**Fee and Expenses**

Kimley-Horn will perform the services on a lump sum or projected hourly labor fee as described below. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. Permitting, application, and similar project fees will be paid directly by the Client.

TASK		FEE
Task 1	Topographic Survey	\$ 2,250 (LS)
Task 2	Civil Engineering	\$ 5,500 (LS)

Task 3	Submittals/Coordination/Meetings	\$ 2,500 (HR)
Task 4	Record Drawings	\$ 750 (LS)
	<b>Projected Total</b>	<b>\$11,000</b>

Lump sum fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Projected hourly fees will be invoiced monthly based on the actual amount of service performed and expenses incurred.

Please be advised Kimley-Horn is not a Contingent Partner in this project. As such the Consultant will be paid in full for Professional Services rendered. Payment of invoices will be due within 25 days of receipt. The Consultant reserves the right to suspend services if payment has not been received within 25 days of receipt of the invoice.

### **Closure**

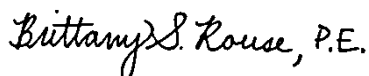
In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn, Inc., and the term "the Client" shall refer to the WEDC.

If you concur with the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

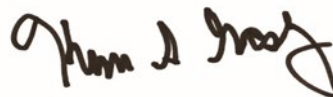
We appreciate the opportunity to provide these services to you. Please contact us if you have questions.

Sincerely,

**Kimley-Horn and Associates, Inc.**



Brittany S. Rouse, P.E.  
Project Manager



Kevin Gaskey  
Senior Vice President





**AGREED** to on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**WYLIE ECONOMIC DEVELOPMENT CORPORATION**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 21, 2022
Prepared By: Jason Greiner
Date Prepared: 9-16-22

Item Number: 3
Account Code:
Exhibits: 1

Subject

Consider and act upon issues surrounding the tree survey at State Hwy 78/Alanis.

Recommendation

Motion to award the contract to Kimley-Horn and Associates, Inc. in the amount of \$19,000 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board will recall, the WEDC has worked with Kimley-Horn and Associates, Inc. toward site-readiness at State Hwy 78/Alanis. As such, Kimley-Horn has provided a professional services agreement for a tree inventory and tree survey for the Easterling and EDC tracts and the proposed drainage and sanitary sewer easement on the Woodbridge Golf Course property.

The tasks outlined below are the professional services to be provided by Kimley-Horn requested by the Client. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated.

- 1. Tree Inventory - \$11,500 LS
2. Tree Survey- \$7,500 LS

Upon approval, WEDC Staff will sign and return the documentation and expedite this process.

July 15, 2022

Mr. Jason Greiner, Executive Director  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, Texas 75098

Re: Agreement for Professional Services  
State Highway 78 at Alanis Boulevard Tree Inventory

Dear Jason:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement to the Wylie Economic Development Corporation ("WEDC" or "Client") for providing civil engineering services and professional surveying (through a sub-consultant).

Our Scope of Services is outlined on the following pages and is based on our understanding of your needs and information provided to Kimley-Horn. In providing our services, we anticipate receiving the following current information from you or other members of your consultant team:

- A. A fully executed copy of this agreement,
- B. Unfettered access to the properties being studied.

### **Scope of Services**

The WEDC would like to provide a Tree Inventory and Tree Survey for the Easterling and EDC tracts and the proposed drainage and sanitary sewer easement on the Woodbridge Golf Course property. The area of study is shown in the image below.

The tasks outlined below are the professional services to be provided by Kimley-Horn requested by the Client. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated.

*The remainder of this page was intentionally left blank*



Approximate Study Area

**Task 1 – Tree Inventory****\$11,500 LS**

Kimley-Horn will compile aerial photos and other related data for use in the GPS data logger.

Tree data will be collected with a handheld GPS unit and will therefore be mapping grade, not survey grade. For each 6 inch and larger tree, in accordance with the City of Wylie Ordinance, the collected data will consist of:

- GPS coordinates (latitude and longitude in decimal degrees)
- Diameter of trunk at breast height (DBH) – City of Wylie standard for multiple stemmed trees
- Species name (scientific and common)
- General health assessment (healthy, declining, or hazard)
- Tag number – each recorded tree will be physically identified using a pre-numbered aluminum tag

Utilizing collected GPS data, Kimley-Horn will map and quantify existing trees. The deliverable will consist of a spreadsheet with the collected tree data and a GIS or CAD file showing the approximate locations of the trees collected.

*Note: While we will endeavor to tag and locate all trees, as described above, it may not be practicable to do so. Some trees may be missed in areas of heavy tree coverage or limited access.*

### **Task 2 – Tree Survey**

**\$ 7,500 LS**

Our survey subconsultant will perform an on-the-ground survey of each tree that is tagged as part of the Tree Inventory. The trees will be incorporated into the existing topographic survey file prepared for the SH 78 at Alanis Boulevard Flood Study Project. The GPS data that is created as part of the Tree Inventory will be correlated to the tree survey based on tree tag number. Preparation of a Tree Management Plan for submittal to the City of Wylie is not included in this task but can be performed as an additional service if requested.

### **Additional Services**

Services not specifically provided in the above scope, as well as changes in the scope the Client requests, will be considered additional services and will be performed on an hourly basis or can be done through an amendment contract.

### **Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 – 2 on a lump sum basis with the labor fee shown below.

In addition to the fees noted for each task, reimbursable expenses (out of house printing, courier service, Federal Express, etc.) will be billed at a rate of 1.15 times cost.

<b>TASK</b>	<b>FEE</b>
Task 1      Tree Inventory	\$11,500 (LS)
Task 2      Tree Survey	\$7,500 (LS)
<b>Total Lump Sum Labor Fee</b>	<b>\$19,000 (LS)</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

### **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn, Inc., and the term "the Client" shall refer to the WEDC.





If you concur with the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have questions.

Sincerely,

**Kimley-Horn and Associates, Inc.**

*Brittany S. Rouse, P.E.*

Brittany S. Rouse, P.E.  
Project Manager

Kevin S. Gaskey, P.E.  
Senior Vice President

**AGREED** to on this 9th day of August, 2022

**WYLIE ECONOMIC DEVELOPMENT CORPORATION**

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

Title: Executive Director

Date: 8-9-22

**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 21, 2022

Item Number: DS1

Prepared By: Jason Greiner

Account Code:

Date Prepared: 9-16-22

Exhibits:

Subject

Update from the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation.

Recommendation

No action is requested by staff for this item.

Discussion

Staff will lead a discussion regarding the Subcommittee’s progress and provide an update at the meeting.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 21, 2022
Prepared By: Jason Greiner
Date Prepared: 9-16-22

Item Number: DS2
Account Code:
Exhibits:

Subject
Discussion regarding Temporary Access Agreement.

Recommendation

Discussion
Staff will lead a discussion regarding Temporary Access Agreements for the use of WEDC-owned property.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 21, 2022; Item Number: DS3; Prepared By: Jason Greiner; Account Code: ; Date Prepared: 9-15-22; Exhibits: 3

Subject: Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.

Recommendation: No action is requested by staff for this item.

Discussion: WEDC Property Update: Property Management (Staff working with property management team regarding 104 S Ballard and 305 S Ballard); Property Acquisition- UP Lot/N Keefer (City Council approved zoning change for 401 N Keefer; WEDC Board provided 30-day extension; Staff notified by UP of fiber easement); Property Acquisition- 200 W Brown (Closing took place on 8-19-22; Due to recent change in Zoning Ordinance); Downtown Parking: - No Update, pending closing of UP lot next to 401 N Keefer (The new site plan was initially reviewed with Engineering but the biggest issue is detention & drainage).

- Downtown Thoroughfare and Drainage Studies may need to be completed prior to moving forward with construction.
- Staff is working with the UP representative to obtain the ILA for the City of Wylie.
- Ongoing coordination by KH with railroad to park in the excess ROW.
- Once Downtown master drainage study and thoroughfare plan are complete, KH to provide proposal to plan and design additional parking Downtown.

**Engineering Report:**

Design & Engineering - FM 544/Cooper

- Concept plan underway. Concept plan will show proposed private fire lane and turn lane, wet utilities and storm sewer improvements.
- KH has provided CAD files so they can be sent to potential users.
- KH to request record drawings for FM 544 and Commerce Street.

Water Line Relocation- State Hwy 78/Brown

- The new Oncor poles are installed. Old telecom lines and poles have been removed.
- Dowager has mobilized on site and has begun installation of pipe. Procurement issues caused slight delay to delivery of additional pipe, but contractor should make significant progress this week.
- Dowager anticipates shut down date of old line in the 3<sup>rd</sup> or 4<sup>th</sup> week of November.

Environmental- State Hwy 78 & Brown

- Elm Creek has contracted with Sunbelt Industrial Services to remove the contaminated soil and plug and abandon the remaining groundwater sampling wells. They are currently working with Sunbelt to get a date to do the dig and haul and will provide us with the date as soon as possible.
- Once these tasks are done, we will be complete with all groundwork at the site unless TCEQ requests additional tasks, which is not believed to be likely.
- A Response Action Effectiveness Report (RAER) that details the remediation done at the site will be completed after soil removal and Elm Creek will apply for a certificate of closure. This timeline is dependent on how long TCEQ takes to review the APAR and RAER and if they request any additional work done at the site. If everything goes smoothly, we anticipate having the site closed by the end of the year.

Flood Study- Hooper/Steel (KH)

- Cardinal flood study is under review.
- KH to provide recommendations on drainage/detentions improvements. Looking into the possibility of a regional detention pond with amenities similar to Watter’s Creek development.
- Important to maximize frontage and provide trails, utilities and easements.

Flood Study, Tree Survey, Water & Sewer Extension - State Hwy 78/Alanis (KH)

- Received the Project’s CAD files with grading options. Appears that either will work with some fine tuning
- Ultimately need to decide whether or not to proceed with floodplain reclamation. Sanitary sewer service and water loop will be required regardless of what type of user develops on the property.
- Coordination underway with the Woodbridge golf course and the Nelson family on proposed drainage and sanitary sewer easement.
- Sanitary sewer design and easement staking is on hold until easement location is finalized.
- Water design and tree inventory/survey proposals have been submitted and will be considered at the Board meeting on 9-21.



**Upcoming Events:**

- Legislative Dinner- September 22
- Chamber of Commerce Luncheon- State of WISD & Collin College- September 27
- MFG Day Proclamation at Council- September 27
- Please see the attached Marketing Calendar for the full list of upcoming events

**WEDC Activities/Programs:**

- Sales tax revenues for the month of September are up 9.70%
- Overall sales tax revenues for FY22 are up 10.99%



Texas Workforce Commission Skills Development Fund Grant Check Signing. Signing Checks - Julian Alvarez, Commissioner Representing Labor, Texas Workforce Commission. Photo by Nick Young, Collin College photographer

**TEXAS WORKFORCE COMMISSION SKILLS DEVELOPMENT GRANT CHECK SIGNING**

COUGARNEWS · SEPTEMBER 9, 2022

PRESS RELEASES

Sept. 9, 2022 – Several Collin County businesses in McKinney, Wylie, and Plano will partner with Collin College for job-training using \$927,764 in combined Skills Development Fund grants from the Texas Workforce Commission (TWC).

The awarded companies include NPIC and TYG Products with a \$243,368 grant, Deanan Gourmet Popcorn, Falcon Technologies, and Watson & Chalin Manufacturing Inc. with a \$360,571 grant, and Blount Fine Foods with a \$323,825 grant.

“It’s rewarding to see the continuing collaboration between local growing companies, Collin College, and the Texas Workforce Commission to provide tailored workforce training,” said TWC Commissioner Representing Labor Julian Alvarez. “This partnership reflects the commitment of providing employee development and help Texas workers sharpen their skill sets so they can flourish into successful careers.”

These grants will provide customized training for employees of the awarded companies at no cost to the employer. Trainings will be specific to machinery and processes used by each business. Collin College will deliver more than 10,000 contact hours of training to 221 employees at NPIC and TYG Products, nearly 8,000 contact hours of training to 193 employees at Deanan Gourmet Popcorn, Falcon Technologies, and Watson & Chalin Manufacturing Inc., and nearly 5,000 contact training hours to 175 employees at Blount Fine Foods.

“We’re grateful to be part of this celebration honoring the awarded companies, some of which have already received training through Collin College and recognize the benefits,” said Collin College District President Dr. Neil Matkin. “We strive to provide resources to our communities to better prepare and meet workforce goals.”

The trainings will be tailored and facilitated through the Grants Management Office at Collin College, which works to promote partnerships and training capacity to attract and retain businesses in the area.

Collin College serves more than 56,000 credit and continuing education students annually and offers more than 100 degrees and certificates, including a Bachelor of Science in Nursing (BSN), a Bachelor of Applied Technology (BAT) in Cybersecurity, and a Bachelor of Applied Science (BAS) in Construction Management. The only public college based in Collin County, Collin College is a partner to business, government, and industry, providing customized training and workforce development. For more information, visit [www.collin.edu](http://www.collin.edu).

# STRENGTHENING YOUR COMMUNITY'S COMPETITIVE POTENTIAL **BY IMPROVING QUALITY OF LIFE**

BY GOLDEN SHOVEL AGENCY & CONVERGENT NONPROFIT SOLUTIONS



# TABLE OF CONTENTS

<b>Executive Summary</b> .....	3	#2 Improve Building Exteriors for a Cohesive and Updated Look.....	19
<b>The Case for Improving Your Community’s Quality of Life</b> .....	4-5	#3 Beautify the Downtown.....	19
<b>It’s Possible to Prove the ROI of Quality of Place Improvements</b> .....	6-9	#4 Built-in Parking Spaces.....	19
How Do You Measure the ROI of Quality of Life Projects?.....	7	#5 Design with Multiple Generations in Mind.....	20
Downtown Revitalization.....	7	#6 Solve any Accessibility Issues.....	20
Arts and Culture Expansion.....	8	Raise Money for Your Downtown Project.....	20
Talent Attraction Campaigns.....	9	<b>Diversity, Equity, and Inclusion Initiatives Can Help to Raise Income Levels for the Entire Community</b> .....	21-23
<b>Consider Which Type of Projects are Worth Investing In</b> .....	10-13	<b>Using Community Planning &amp; Infrastructure Investments to Become More Competitive</b> .....	24-26
The Role of Education in Talent Attraction.....	10	Strategic planning and infrastructure investments make your community more competitive.....	24
Upskilling Opportunities Aid in Workforce Attraction.....	11	Workers Are in the Driver’s Seat (and they know it).....	25
College and Career Academies Are Important for Business Attraction.....	12	Infrastructure Investments Have a Long-term Payoff.....	26
Education for All: Promise Programs Increase Education & Income Levels.....	13	<b>Raise Money for Your Quality of Life Initiatives</b> .....	27
<b>Investing in Your Downtown Can Generate Revenue and Lead to Long-term Growth</b> .....	14-20	<b>Market Your Quality of Place, Local Events, and Community Brand</b> .....	28-32
Downtown Strategies.....	14-18	Ways To Market Your Quality of Place, Local Events, and Community Brand.....	28
#1 Seguin Main Street Became a Regional Destination Through Investment & Collaboration.....	15	Build a Social Media Presence.....	28-29
#2 Entrepreneurs Champion Change In McAlester, Oklahoma.....	16	Run Digital Ads.....	29
#3 Madelia Turned Disaster Into Opportunity.....	17	Create a Series of VR Videos.....	30
#4 Palestine Promotes their Historic Downtown.....	18	<b>Get Support from Firms that Understand Economic Development</b> .....	31-32
Ways to Invest in Your Downtown.....	19-20		
#1 Build Outdoor Gathering Spaces.....	19		

# EXECUTIVE SUMMARY

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EDOs, including economic development corporations, commissions, authorities, and chambers of commerce, have recently emphasized the quality of life in their community marketing and messaging. Some may be implementing a talent attraction campaign. Some have added quality of life initiatives to their public policy agenda. And some promote new quality of life initiatives they build or create.

These quality of life initiatives are essential in defining a community's sense of place and attracting and retaining residents. They are also crucial for attracting business investment - a key goal for any economic development organization. In 2022, [Brookings researchers](#) analyzed communities throughout the midwest, evaluating the impact of quality of life improvements on the economy. They reported, "Our research on smaller communities has found that community amenities such as recreation opportunities, cultural activities, and excellent services (e.g., good schools, transportation options) are likely bigger contributors to healthy local economies than traditional "business-friendly" measures. Smaller places with a higher quality of life experience higher employment and population growth than similarly situated communities, including those that rank high by traditional economic competitiveness measures." Brookings's groundbreaking research makes a clear business case for investing in quality of life improvements.

But, how do you, as an economic developer, make the case to your stakeholders? How do you encourage people and businesses to invest in quality of life when those initiatives rarely result in immediate job creation and tax revenue? And if you can get them to buy in, which quality of life initiatives should you start first? Throughout this whitepaper, we will explore these issues and give you the data and tools necessary to improve your community's quality of life - with community support.

Happy reading!

Bethany Quinn, VP Strategy and Content Development • Golden Shovel Agency

# THE CASE FOR IMPROVING YOUR COMMUNITY'S QUALITY OF LIFE

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Economic developers are working to achieve specific goals for their communities, including attracting more investment and workers, retaining businesses, and creating new jobs. What if an investment in quality of life could increase your success in the above mentioned areas? According to [Brookings](#), it just might - "Smaller places with a higher quality of life experience higher employment and population growth than similarly situated communities." Quality of life improvements, they found, are a foundational element that draws people, businesses, and investors to your community.

That alone can help to make the business case for focusing on improving the quality of life in your community. But that's not all. There are clear economic benefits to improving the quality of life for residents, especially when those efforts improve a community's overall health. Illness-related absences equaled 1.5 billion days of lost productivity in 2019 (before the COVID pandemic), costing employers \$575 billion, according to the [Integrated Benefits Institute](#). More specific research was conducted on the impact of poor community health on absenteeism and tardiness in U.S. manufacturing plants. The [Community Health and Employee Work Performance in the American Manufacturing Environment](#) study found that employees who lived in counties with poorer health outcomes missed more work days. In one plant alone, the value of those lost wages was \$1.3 million annually. "These findings bolster the case for greater private sector investment in community health" (McHugh, 2019).

The [Robert Wood Johnson Foundation](#) emphasized the impact that poor community health can have on workplace performance when writing, "Even when an employer implements health-promoting strategies at the worksite, if employees then go home to unhealthy neighborhoods, the workplace progress is compromised." The [U.S. Department of Health and Human Services \(Department of Health\)](#) expanded on this when discussing their Healthy People 2030 initiative. "The neighborhoods people live in have a major impact on their health and well-being... Interventions and policy changes at the local, state, and federal levels can help reduce these health and safety risks and promote health. For example, providing opportunities for people to walk and bike in their communities — like by adding sidewalks and bike lanes — can increase safety and help improve health and quality of life."

# THE CASE FOR IMPROVING YOUR COMMUNITY'S QUALITY OF LIFE

Their [Healthy People 2030](#) campaign aims to make various minor community changes that will improve the population's overall health. For example, there is a goal to increase the number of people who walk or bike to work or other activities. Economic developers can help by working to secure funds for additional bike trails through the Rails to Trails program, private investors, and other grant sources. The different pathways will create opportunities for residents to exercise, spend time with friends and family, and become a quality of life asset that can help to attract outdoor enthusiasts to the community. "Adding bike trails and additional outdoor recreation space is often at the top of the list when we survey community members about what they wish economic developers could do for their community," said Bethany Quinn, VP of Strategy & Content Development, Golden Shovel Agency.

Simply put, residents want quality of life improvements, and existing businesses will benefit from improving their employees' health. In other words - there should be significant local support for these initiatives. In addition, as an economic developer, you will be better situated to achieve your long-term investment and workforce attraction goals. So now the question becomes - how do you sell it to your investors? How do you prove that investing in quality of life can indeed pay off? Keep reading to find out.



## IT'S POSSIBLE TO PROVE THE ROI OF QUALITY OF PLACE IMPROVEMENTS

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Proving ROI for quality of place improvements typically centers around job creation and talent attraction. Economic development organizations understand that if their community does not have a workforce, they will likely not attract new companies to their area or see expansions in their local industries.

A community's quality of life and quality of place simply helps attract and retain workers. That is absolutely a quantifiable improvement. A [2020 study by the Knight Foundation](#) found that in the communities they serve, quality of life accounts for about a third of the moves to a metro area and a third of the resident's decision to stay. It also found people choosing to live in an area because of quality of life express significantly stronger sentiments of attachment than those living there for a different reason, such as family or jobs.

While quality is defined in many ways, access to it is critical. Whether a person would like a minor league baseball team in their town or prefer the symphony, access to quality-of-life amenities leads to a more significant commitment to the community.

*While quality is defined in many ways, access to it is critical. Whether a person would like a minor league baseball team in their town or prefer the symphony, access to quality-of-life amenities leads to a more significant commitment to the community.*



# IT'S POSSIBLE TO PROVE THE ROI OF QUALITY OF PLACE IMPROVEMENTS

## How Do You Measure the ROI of Quality of Life Projects?

Measuring success for quality-of-life initiatives can be just as challenging as defining what it is. Does a downtown revitalization initiative really mean more jobs? How does the theater expansion impact economic development? And how will a talent attraction campaign help my business grow? Finding the return on investment isn't easy, but it is possible. Let's explore the ROI of three amenities as examples:

### Downtown Revitalization

Active, safe downtowns not only attract investment within their boundaries but can have a positive impact on areas outside of Main Street. However, measuring the ROI impact of downtown revitalization within the downtown boundaries is easier and correlates more clearly to an organization's activities.

In Abilene, Texas, the Abilene Industrial Foundation has defined its measure of success for its downtown initiative as increases in property tax assessment and the number of businesses. NewTown Macon's downtown revitalization plan will focus on entrepreneurship and creating a sense of place, and its measures will increase jobs and residents in downtown Macon, Georgia. These are two communities where capital campaigns have just started.



# IT'S POSSIBLE TO PROVE THE ROI OF QUALITY OF PLACE IMPROVEMENTS



## Arts and Culture Expansion

**The 2020 Knight Foundation study found that access to arts and culture rated the highest in importance to residents, followed by recreational areas and safe places to work and play.** A theater expansion is an excellent example of measuring arts and culture impacts. First and most apparent, a theater expansion requires construction. While temporary, construction expenditures do impact the economy through job creation.

Additionally, the entity itself impacts the economy. The employees earn wages and spend their money in the local community. Theater expansions usually mean more seats available to sell, an increase in the theater's ability to attract higher-grossing performers, and new technologies that enhance the patrons' experiences. Simultaneously, you can determine tourism impacts by attendance numbers.

*"Proving the ROI of individual quality of life improvements can be done if measurements (and expectations) are planned and managed in advance," said Carlotta Ungaro, Convergent Senior Project Director. "Overall, it can be argued that quality of life amenities bind our communities together and connect us to them. The worth of that is priceless."*

# IT'S POSSIBLE TO PROVE THE ROI OF QUALITY OF PLACE IMPROVEMENTS

## Talent Attraction Campaigns

More and more economic development organizations are executing talent attraction campaigns to promote their quality of life improvements. These marketing initiatives message potential residents that this community is the right one. Measuring the impact of a talent attraction campaign brings to mind the famous quote from the U.S. retail magnate, John Wanamaker, "Half my advertising spend is wasted; the trouble is, I don't know which half." The expected result of a campaign is people moving to the community, and the desired result is that they are filling the vacant jobs the businesses in the community are eager to fill.

The talent attraction campaign could focus on attracting entrepreneurs. Website visits and inquiries about the community can be measured and used to determine the campaign's effectiveness. Moving data from the U.S. Post Office and census data are lagging indicators that can also provide insight. The outcome is easing the worker shortage. These initiatives can be measured with data about the predicted jobs filled. A talent attraction campaign is part of the Greater Topeka Partnership's new five-year visioning plan. The organization has identified its ROI measures in partnership with the businesses in its community.

"Proving the ROI of individual quality of life improvements can be done if measurements (and expectations) are planned and managed in advance," said Carlotta Ungaro, Convergent Senior Project Director. "Overall, it can be argued that quality of life amenities bind our communities together and connect us to them. The worth of that is priceless."



## CONSIDER WHICH TYPE OF PROJECTS ARE WORTH INVESTING IN

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Quality of life projects should be based on the needs and wants of the community, in combination with what will have the most significant impact on the economic growth and vitality of the region. Potential projects can range from education programs to parks, downtown improvements, infrastructure, community centers, DEI (Diversity, Equity, and Inclusion) initiatives, etc. The objective is to invest in initiatives the community will widely support and produce measurable results. Below, we provide examples of what this could look like for education, downtown, infrastructure, and DEI initiatives.

### The Role of Education in Talent Attraction

"Education is now the #1 economic priority," according to Don Gilman, CEO of Ignite College and Career Academy in Georgia. In the past, most economic development organizations focused their efforts on creating jobs and capital investment. Today, the pandemic's "Great Resignation," coupled with the high level of Baby Boomers retiring, has businesses struggling to fill jobs.

Chambers and EDOs are prioritizing talent attraction initiatives to help fill the [11.4 million](#) job openings in the country. Education enhancements directly connect to talent attraction. Efforts such as upskilling, trade-focused high school academies, and promise programs can be differentiators when people choose a community where to live and work.

*"Workforce development has many moving pieces, but the most obvious is training and preparing our residents to enter and move about effectively in industry. The greater our ability to do so, the greater our ability is in attracting the attention of potential industry and keeping our current businesses staffed and growing."*

# CONSIDER WHICH TYPE OF PROJECTS ARE WORTH INVESTING IN

## Upskilling Opportunities Aid in Workforce Attraction

In many cases, job applicants or current employees may not possess the skill sets employers need. One way for a company to solve this issue – and be competitive in the talent attraction space – is to provide short-term, skill-specific training options. Skills training is one of the top perks younger workers look for in a new job, according to a [2021 Gallup survey](#) conducted on behalf of Amazon. In that survey, 66 percent of workers ages 18-24 ranked learning new skills as the third-most important perk when evaluating new job opportunities, behind only health insurance and disability benefits.



Source: The American Upskilling Study: Empowering Workers for the Jobs of Tomorrow, Gallup, 2021.

# CONSIDER WHICH TYPE OF PROJECTS ARE WORTH INVESTING IN

## College and Career Academies Are Important for Business Attraction

First established more than 30 years ago, College and Career Academies (CCAs) enhance high schools to keep students engaged and launch them into individually relevant and strategically sound choices for college and career(s). Students in a CCA enroll in an interdisciplinary program of study that involves career/technical courses (typically one or two each year) and academic courses (typically three or four each year.).



Convergent Nonprofit Solutions worked with Ignite CCA in Sumter, Georgia, managing the quiet phase of their \$1.75 million campaign to support student skill development through dual-enrollment and work-based learning programs focused on strategically identified skills pathways. This effort was exciting as it was initially the brainchild of One Sumter Economic Development Foundation as, in the organization's words, "perhaps the most ambitious undertaking of One Sumter's efforts around workforce development and education."

One Sumter partnered with the county school district, local community college, and state university to develop the program. They told the [local paper](#), "Workforce development has many moving pieces, but the most obvious is training and preparing our residents to enter and move about effectively in industry. The greater our ability to do so, the greater our ability is in attracting the attention of potential industry and keeping our current businesses staffed and growing."

*The CCA has enrolled over 900 students in less than a year.  
They also enjoy relationships with 102 business partners.*

# CONSIDER WHICH TYPE OF PROJECTS ARE WORTH INVESTING IN

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## Education for All: Promise Programs Increase Education & Income Levels



Promise programs are both an educational initiative and economic driver proven to attract families to communities. With the high cost of college, many cannot afford the education needed to qualify for jobs in the community. A [Promise program](#) removes cost as an obstacle and allows all high school graduates to attend college tuition-free.

Convergent Nonprofit Solutions recently completed its second capital campaign for The Greenwood Promise in Greenwood, South Carolina, an initiative driven by the Greenwood Partnership Alliance. The organization raised nearly \$4.6 million in 2015 via an initial capital campaign that relied primarily on private sector funding to help cover in-state tuition and fees.

On average, 750 graduating students per year are eligible for The Greenwood Promise, and the organization anticipates that 30-35 percent of those students will qualify for the Promise program initiative. That equates to approximately 225-262 students in Greenwood County receiving post-secondary education, significantly increasing the community's skilled workforce.

**Studies have shown that Promise communities have lower high school dropout and juvenile crime rates, increased tax revenue, and average income levels.** There are more than 200 Promise programs in the country today. Many also include formulas to prorate the Promise's financial support based on the length of time a family has lived in the community.

With a labor shortage in our country like we've never seen before, communities providing new and different education opportunities offer an immediate and long-term solution to workforce development and talent attraction. Strive towards filling jobs today by attracting residents while ensuring that tomorrow's workforce is educated, trained, and ready to work.

# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

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Turning your downtown into a destination is a strategy that can help retain current residents and attract new ones - making this a quality of life initiative with immediate and long-term benefits. "We see rural communities struggle to retain their youth after graduation. Creating a thriving downtown area is one way to encourage them to stay. It creates a sense of place and community gathering spot they will want to be part of," said Bethany Quinn, VP of Strategy for Golden Shovel Agency. The same holds for entrepreneurs, remote workers, young families, and retirees. Everyone wants to feel connected to their community, and the downtown area is an excellent place to start.

## Downtown Strategies

Golden Shovel Agency has worked with communities throughout the country that have invested in their downtown and used creative ideas to build a strong sense of place that residents want to be a part of and tourists want to visit.





# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

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## #1 Seguin Main Street Became a Regional Destination Through Investment & Collaboration

Since 1996, \$45 million has been reinvested in Downtown Seguin through the city's involvement in the Texas Main Street Program. These investments have made it possible to restore and improve the historic buildings that give the city its charm. In addition, Seguin has several incentives to make it easier for businesses to invest in Downtown Seguin. Incentives include [fix-it facade grants](#) and the coordination of a Low-Interest Loan Program, Federal Tax Credits, and a Five-year Local Tax Abatement to encourage further investment. Kyle Kramm, Seguin Main Street & CVB Director/HPO, said, "The facade grant... is flexible, allowing the applicant to easily find a project that will improve their building and improve downtown."

In addition to providing funding support, they host events throughout the year, some primarily for locals, like summer concerts in the park, while others, like the Food Truck Festival, draw tourists from throughout the region. The city has undertaken the process of creating a new Downtown Master Plan to promote future growth. "We really hope the public gets involved with the survey and the map because downtown belongs to the whole community," said Kramm, "And the only way for us to ensure the whole community feels welcome in downtown is to hear from everyone about their vision for what downtown will look like in 20 years."



# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

## #2 Entrepreneurs Champion Change In McAlester, Oklahoma

Residents and businesses lead some downtown transformations. In McAlester, Oklahoma, entrepreneurs like Kristen Lloyd wanted to be part of the community's growth and invested their time in civic projects and building their businesses. The owner of [Common Roots explains](#), "We have an amazing Historic Downtown that makes shopping an experience. You don't get that everywhere. We have beautiful historic buildings that house fun, unique stores and restaurants." She continued, "We spearheaded the new streetscape downtown and helped get the area rezoned Commercial/Residential so building owners could rent out or live in their buildings." Her motivations are McAlester-driven. "I love to see positive changes in our community. I think everyone has that something that drives them; for us, we love restoring things and helping others," said Lloyd.

Economic developers and community leaders can make it easier for entrepreneurs to get involved in civic projects and to have a say in what happens to the downtown area. Bring them into conversations surrounding zoning, improvements, events, and future plans. As business owners actively involved in the downtown, their insights and recommendations will be incredibly valuable for creating a vibrant place residents want to visit.



# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

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## #3 Madelia Turned Disaster Into Opportunity

Madelia, Minnesota, suffered a horrific fire that wiped out much of their downtown. The natural disaster could have resulted in long-term economic loss for a small rural community, with residents leaving to shop and dine in nearby, larger communities like Mankato. Instead, the community came together, secured funding, and rebuilt their downtown. "Madelia is a strong and resilient community. We rebuilt, and new businesses have opened since," said Brent Christensen of Madelia Area Redevelopment Corp. Newer businesses include a brewery, wine bar, and retail shops. A classic theater has also been renovated and is now attracting regional visitors. "Madelia has become a destination for people who want an authentic downtown experience or to be uniquely entertained," said Christensen. Reinvesting in the community has paid off through job preservation, keeping retail and dining dollars within the community, and making it possible to attract residents. With the downtown rebuilt, young entrepreneurs have also opened their businesses in town rather than leaving for nearby communities - another win for Madelia.



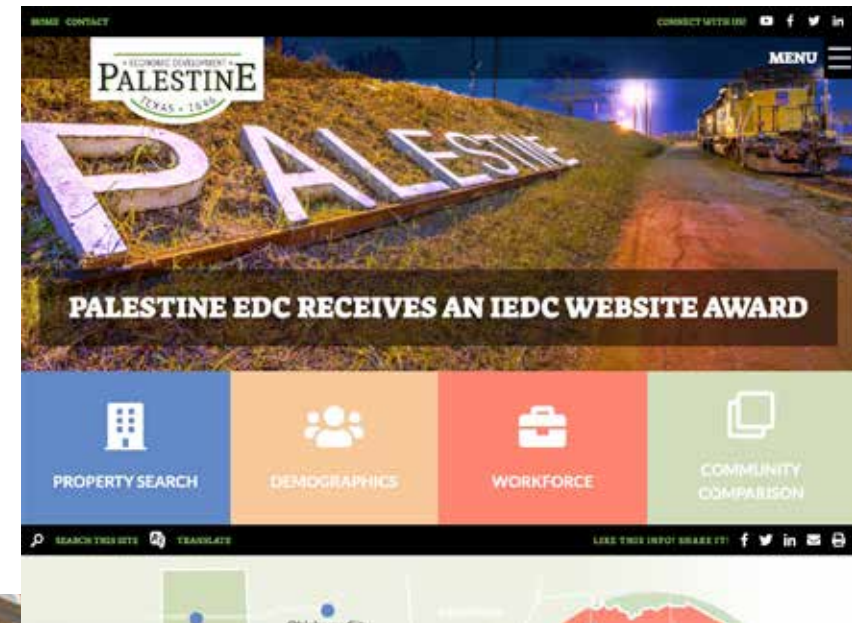
# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

## #4 Palestine Promotes their Historic Downtown

If you have a historic downtown, promote downtown buildings as an investment opportunity. While Main Street businesses and events attract tourists and improve quality of life, an entire tourism market focuses on history. From historic trains and gardens to sites and programs dedicated to important figures (think George Washington's Mount Vernon), an investment in history can also be an investment in the future.

Palestine, Texas, uses an annual historic downtown property tour as one way to spur investment in their historic buildings - many of which have found new uses while maintaining their character and charm. Their annual tour is done in partnership with the Texas Historical Commission. The "[Imagine the Possibilities](#)" tour is part of their initiative to connect potential investors, entrepreneurs, developers, and residents with properties eligible for listing in the National Register of Historic Places. "Our previous tours have been wildly successful," said Mary Ann Admire, Palestine Main Street Coordinator. "In 2021, we had seven properties listed. Six were purchased right away."

Palestine has also developed a [website portal](#) that allows people to find information on historic places and activities downtown, along with suggestions for girls' weekends and fun trips.



# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

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## Ways to Invest in Your Downtown

Below are just a few more ways to invest in your downtown and turn it into a destination for residents and tourists.

### #1 Build outdoor gathering spaces

An outdoor town square can be a gathering place that brings the entire community together. A combination of grass to play on, benches to sit on, and play space for children allows for multiple generations to come together daily while also being a space for community events.

### #2 Improve building exteriors for a cohesive and updated look

Facade grants are being offered by EDOs and Main Street organizations. These facade grants can improve the exterior of buildings through painting, awnings, lighting, etc. Small business owners may be unable to improve their property independently but are willing to invest with community support.

### #3 Beautify the downtown

Working with a local architect to beautify the downtown will make it a more inviting place to visit. Falls City, Nebraska, built a median downtown and used it to place benches and flowers along their Main Street. Installing vintage light posts and hanging flower baskets can be another simple way to beautify the downtown and build a sense of character. Likewise, community signs at the entrance to the downtown can be inviting.

### #4 Built-in parking spaces

Residents may forgo the downtown in favor of a nearby strip mall if there isn't enough parking near stores and restaurants. If your community lacks parking spaces, consider purchasing lots or vacant buildings to create a surface-level lot or parking garage. Communities like Annapolis offer free trolleys from parking garages to downtown areas to make it easier to get around once parked.

# INVESTING IN YOUR DOWNTOWN CAN GENERATE REVENUE AND LEAD TO LONG-TERM GROWTH

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## **#5 Design with multiple generations in mind**

Consider how people, young and old, are likely to interact with each other and downtown spaces. For example, are there certain stores or restaurants that are destinations for seniors? If so, make at least one parking space in front of that location handicap-only and ensure a ramp for wheelchair access to the sidewalk. If teenagers visit an ice cream shop after school or games, place bike racks in front of that location so they can get there quickly. If young families come downtown for events, ensure a safe space for children to play. If you don't have access to green space, build a low fence around an empty lot and place benches and play equipment inside of it. More people will find it convenient to visit your downtown by creating spaces for varying ages and abilities.

## **#6 Solve any accessibility issues**

Review your downtown from the issue of accessibility to make sure that unnecessary barriers are removed. For example, there should be ramps up to sidewalks to allow wheelchair access. Smooth sidewalks so people with balance issues are less likely to fall. Lighting should be sufficient to enable people to walk around at night easily. Having someone specializing in accessibility walk your downtown and make recommendations is a best practice for ensuring that everyone in the community has equal access.

## **Raise Money for Your Downtown Project**

State historical organizations, Main Street programs, and federal grants can all be used to improve the downtown. Still, many of their grant programs are limited in scope and will only allow certain activities to be completed. You should consider a multi-year fundraising campaign involving all your stakeholders to achieve your goals.

## DIVERSITY, EQUITY, AND INCLUSION INITIATIVES CAN HELP TO RAISE INCOME LEVELS FOR THE ENTIRE COMMUNITY

"As diversity, equity, and inclusion (DEI) efforts take more of a front seat in economic development strategy and growth, we're seeing communities benefit from these efforts, and funders start to expect them when reviewing future plans," said Andy Coe, Principal, Convergent. Convergent Nonprofit Solutions has managed capital campaigns for EDOs and Chambers of different sizes and scopes. Many have taken different approaches to ensure that their area encompasses DEI in its initiatives to improve business retention, talent attraction, workforce development, and overall quality of life in the community.

In 2020, [Numbeo](#) ranked Raleigh, North Carolina, second in the WORLD on its quality of life index by city. This was no surprise, as the Raleigh Chamber had just completed a [\\$7.25 million campaign](#) to fund a strategic plan with quality of place/quality of life as a significant pillar of fostering economic prosperity. Interestingly, the first bullet they listed under this initiative was strengthening diversity, equity, and inclusion in the workplace. They hired a Director of Equitable Economic Development for Wake County Economic Development (WCED) and charged this role with adding reflective equity-based layers to Raleigh's evolution, including corporate inclusivity and workforce diversity. They also included a Vice-Chair of Diversity, Equity, and Inclusivity on their Executive Committee. Their goal was to ensure Raleigh's growth was fair by focusing on three areas: inclusive economic mobility, small business support, and talent/workforce development. This program resonated with community leaders; their initiatives were fully funded with overwhelming support.



# DIVERSITY, EQUITY, AND INCLUSION INITIATIVES CAN HELP TO RAISE INCOME LEVELS FOR THE ENTIRE COMMUNITY

Convergent recently partnered with the Greater Topeka Partnership in Kansas to raise funds to implement their five-year strategic plan, which includes equity as its epicenter, as shown here. This was not a new position for the Partnership to take. They have included DEI as a core value for many years.

"Diversity and equity have been part of our holistic economic development strategy for a long time," said Greater Topeka Partnership CEO Matt Pivarnik. "We wanted to be sure it was not something that was said once and then put in a corner. It's a part of every decision we make. Having it at the center of our plan for the future has strengthened our muscles in remembering this. Whether we're talking about youth sports, downtown revitalization, or attracting a new business, we ensure we're talking about being inclusive of everyone in our community."

One recent example of equity as a centerpiece is their recent Sports Commission launch through the convention and visitor's bureau. The very first discussions about this new initiative included how to ensure all kids would be able to benefit. The conversation then turned to the Commission's board. Would their community be accurately represented by those they were asking to join the board? "Every initiative we undertake is automatically put through an equity lens before it moves forward," said Pivarnik.

The success of communities in the future will rely on investment today in infrastructure and resources that promote equitable opportunity for all people. Whether talking about quality of place, education improvements, talent attraction, or workforce development, diversity, equity, and inclusion should be part of the conversation.





## DIVERSITY, EQUITY, AND INCLUSION INITIATIVES CAN HELP TO RAISE INCOME LEVELS FOR THE ENTIRE COMMUNITY

Funding DEI efforts as part of quality of life initiatives will ensure that no one is left out of your community, whether a current resident or a family you are trying to attract. For example, if a family considering moving for a job has a disabled child, they will be looking for education services, ADA-friendly parks, and other amenities. Not having them could cause them to look elsewhere. Simultaneously, suppose someone feels there is no diversity in your community and no programs or safe spaces where diversity is encouraged. In that case, they may think it is too homogenous for their comfort.



# USING COMMUNITY PLANNING & INFRASTRUCTURE INVESTMENTS TO BECOME MORE COMPETITIVE

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Infrastructure, especially broadband, has become an essential aspect of quality of life instead of just being necessary for site development and business attraction. Workers require fast internet speeds, especially if they want to work from home. People want to live in places with good traffic flow, so they don't spend their life in traffic jams. Many are attracted to communities with bike paths for an alternative form of commuting. And electric vehicle charging stations are essential for those who are environmentally conscious. Planning for the infrastructure necessary to meet these needs is integral to economic development and community planning.

## **Strategic planning and infrastructure investments make your community more competitive**

In today's economy, it's not enough to ensure your community is business-friendly. You also have to make it people-friendly. When choosing between two comparable communities, quality of life is the tiebreaker. In today's labor market, attracting a skilled workforce is no longer a "chicken and egg" question. People can afford to be selective, so businesses need to grow where people want to live.

The primary needs such as air and water quality, housing costs, school districts, safety, and access to healthcare are a given. Once they're met, the more nuanced quality of life issues need to be assessed and addressed.

## **When it comes to using community planning and infrastructure investments to become more competitive, every EDO should periodically ask itself these two questions:**

- Is our community attractive by today's standards?
- Is our community playing to its strengths?

Some regions have the advantage of natural amenities like lakes, woodlands, mountains, or a coastline. Some climates are a bigger draw than others. Yet many communities without outdoor recreation meccas or perpetual spring-like days have become magnets for the top talent by finding resourceful ways to compensate and creative ways to portray and publicize their region.

# USING COMMUNITY PLANNING & INFRASTRUCTURE INVESTMENTS TO BECOME MORE COMPETITIVE

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## **Workers Are in the Driver's Seat (and they know it)**

Today's talented workers know they're in demand. They pay more attention to work-life balance and are not interested in moving to Genericia. How can you play up your community's uniqueness while making it feel like home?

The recipe for success today is about finding the right mix. When it comes to creature comforts and convenience, people are more discerning than ever, and a community's supply must meet their demands. They want an excellent grocery store and a local farmer's market. They want an exciting variety of restaurants, a good gym, and a choice of self-care amenities like day spas and salons. When it comes to shopping, they want unique locally-owned businesses balanced by some major retail establishments. They also wish for quality entertainment, recreation, and cultural activities.

Today's aversion to inconvenience is reflected in people's unwillingness to tolerate traffic congestion and circuitous routes to airports and nearby metropolitan areas. This means that easy access to the interstate is now essential. However, cars aren't the only consideration. Just as people now want an array of choices in goods and services, they also wish for options in transportation. Safe, well-designed walking trails, bike paths, and green spaces are essential investments in community planning and infrastructure.

The pandemic years have forever redefined the way we work and live. Broadband made great strides in becoming available and affordable, and the new infrastructure bill will further that progress. Continuing to invest in broadband is vital to thriving communities because, in addition to attracting a skilled workforce, it adds micro-businesses and remote workers who can choose to live anywhere to the mix. In addition, broadband enhances every community by improving access to healthcare and education.

# USING COMMUNITY PLANNING & INFRASTRUCTURE INVESTMENTS TO BECOME MORE COMPETITIVE

## Infrastructure Investments Have a Long-term Payoff

The rewards of investing in community planning and infrastructure can come full circle and snowball. The more attractive a community is, the more prosperous it becomes. The more successful it becomes, the more opportunities it offers, and so on - not to mention that jobs create more jobs.

Though you may have a solid sense of your community's needs, conduct a thorough needs assessment to determine the economic impact of your proposed infrastructure investments, identify ways to fund your plan, and make a compelling ask for the funding.



# RAISE MONEY FOR YOUR QUALITY OF LIFE INITIATIVES

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The data is clear - quality of life initiatives create an economic boost, make your community more competitive, and are essential for attracting talent and business investment. While reading through this whitepaper, you likely had a list of potential quality of life projects running through your head. The question then becomes, "How do we fund them?" That's where Convergent's multi-year campaigns come in. "Before we were working with Convergent, there was a moment where we asked, "Can we do this. Are we going to be able to raise the money?" said Christle Ross, CEO, Foothills Area YMCA. Through a multi-year campaign, they could secure the investment necessary to build a YMCA facility and fund programming for the entire community, making this a transformative quality of life project.

"Convergent was formed on the foundation of asking rights. We work with organizations to ensure that they have the credibility, fundraising skills, and outcomes necessary to raise investment for their quality of life projects," said Convergent General Manager Brian Abernathy. "Our job is to determine if our clients have asking rights. If they don't, our job is to prepare them so that they can go forward."

That includes completing a feasibility study and putting a package together that shows potential investors (business owners and other stakeholders) how the particular project, or sets of projects, will directly benefit them, in addition to helping the community. This comes back to the ROI concept discussed earlier. If, for example, a project were to bring in a large number of visitors to the community, how would those visitors spend their money? How would local hotels, restaurants, and retailers benefit? What revenue could they expect to see? Likewise, if community leaders implemented a workforce training program, how would this positively impact local manufacturing companies, etc.? How would it make it easier to hire skilled workers? It becomes easier to ask for their commitment to achieving transformative goals by demonstrating the connection between the project and their business.

# MARKET YOUR QUALITY OF PLACE, LOCAL EVENTS, AND COMMUNITY BRAND

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Once you have assessed your community's quality of life needs, determined which projects to tackle, raised money, and everything is up and running, it is time to market your community and the improvements you have made heavily.

Marketing your quality of place, local events, and community brand are crucial to an economic development strategy because it can help with workforce and business recruitment. [Forbes](#) reported in 2017 that "Millennials want a better everything." Years later, that remains true, and other generations are joining them. People demand better working conditions, better living environments, and communities that meet their lifestyle needs. In response, businesses are also searching for locations that meet their needs and the needs of their employees, making it more critical than ever to market your community's quality of place.

## **Ways To Market Your Quality of Place, Local Events, and Community Brand**

Once your community has an established brand and apparent quality of place, it is time to create engaging messaging and start promoting your marketing message. Here are some of the ways you can do so.

### **Build a Social Media Presence**

Social media is no longer a luxury for economic development organizations – it's a necessity. Not only does it help you show up in more organic search results, but it also helps you reach more people, form meaningful connections, and build community. More and more often, people are relying on the Internet. Millennials and Gen Z are primarily looking for social presences online, and if they don't find you, you're essentially non-existent to them.

When creating your social media profiles, you must fill out every field - we can't stress this enough. Vital areas include your profile and cover photos, 'About' information (use keywords you want to rank for here), website URL, physical address, phone number, and links to your other social profiles.

## MARKET YOUR QUALITY OF PLACE, LOCAL EVENTS, AND COMMUNITY BRAND

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Come up with a consistent posting schedule. Daily posts are ideal, but if you only have time to post once a week, commit to that and stay consistent with your weekly posting. Do not go longer than one week without posting. Create various posts using pictures, videos, links, and text-only to get more engagement. Asking questions, telling people to tag others in the comments, and posting content your followers want to share on their pages will lead to more engagement.

Posting your community's unique features will get the most attention and engagement. Consider these questions to get started:

- Do you have recreational parks people like to visit?
- Are there any large festivals held each year?
- Do you have affordable housing compared to other cities in your region?
- What kind of secure jobs do you have?
- Are there any remote worker incentives?
- Do you have fast-speed broadband access?

In addition, most social platforms will allow you to create events. Not only will you get more eyeballs on your upcoming events, but if someone clicks your event and marks themselves as either "Interested" or "Going," they will receive notifications leading up to the event and the day of the event. Social media users can also invite their network friends to your events – see the positive spiral effect here?

# MARKET YOUR QUALITY OF PLACE, LOCAL EVENTS, AND COMMUNITY BRAND

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## **Run Digital Ads**

Digital ads are a great way to reach people on a large scale. For economic developers, we recommend using Google Ads, Facebook Ads, and LinkedIn Ads, depending on the audience you want to reach. If you're targeting site selectors, focus on LinkedIn because that's the platform where professionals are looking to advance themselves and their companies. If you want to promote your upcoming community event, use Facebook because that audience focuses more on entertainment and activities in their local region.

Targeting is one of the most critical parts of your digital ads. You can choose specific locations, ages, and even interests to a certain extent. If you're promoting an event to locals, select your region as the target audience. If you'd like to attract people outside of your region to move to or visit your community, target those out-of-state or choose the states/regions you'd like to target most.

Keywords are also an essential part of digital ads. We recommend choosing 5-10 keywords per campaign to stay on topic without getting too broad. When considering keywords, think about the words users are typing into their search engines and which searches you'd like to appear on.

## **Create a Series of VR Videos**

Virtual reality videos are becoming more and more popular in the dawn of the metaverse. If your economic development, tourism, or chamber organization is not in the metaverse, you will fall behind.

The possibilities are endless regarding the types of VR videos you want to create. The most popular are Familiarization Tours for business attraction, workforce attraction, and tourism. Imagine someone putting on their VR headset, "stepping into your community," and being transported to whitewater rapids, an outdoor concert, a manufacturing floor, or a Friday night football game. With VR, people can experience what your community has to offer in a truly memorable way.



# GET SUPPORT FROM FIRMS THAT UNDERSTAND ECONOMIC DEVELOPMENT

Golden Shovel Agency works exclusively with economic developers and understands the complex goals and challenges of the industry. Its solutions are proven effective and will equip you with the tools you need to market your community and thrive. Learn more about Golden Shovel Agency's [unique services](#), or [contact them for a quote](#).



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## GET SUPPORT FROM FIRMS THAT UNDERSTAND ECONOMIC DEVELOPMENT

If funding is an issue, work with Convergent Nonprofit Solutions. Convergent is a national fundraising consulting firm specializing in managing feasibility studies and capital campaigns for chambers, economic development organizations, community colleges, and other nonprofits. Convergent provides organizations with valuable insights and customized solutions on how a capital campaign can help fund key initiatives in community development and drive overall growth. [Contact Convergent Nonprofit Solutions](https://www.convergentnonprofit.com) today at [convergentnonprofit.com](https://www.convergentnonprofit.com) to discuss your funding needs and goals.



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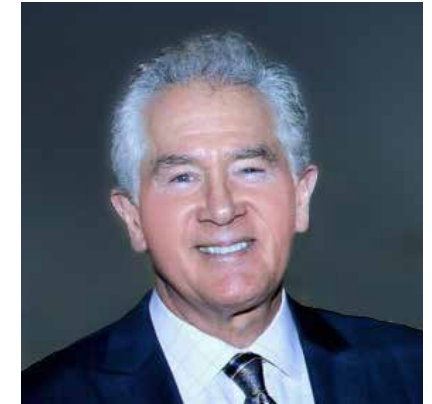


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**2022 August** **Board Meeting – 17<sup>th</sup>**

Day	Time	Meeting/Event
2	8:30-9:30 am	WDMA Meeting
9	6:00 pm	City Council- CPAC Joint Public Hearing
14-16		SEDC Annual Conference – San Antonio, TX
17	8:30 am	WEDC- Board Meeting
23	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon
23	11:30 am	Chamber LnL – Grow Your Business Through Good Works
23	6:00 pm	City Council- CPAC Joint Public Hearing

**2022 September** **Board Meeting – 21<sup>st</sup>**

Day	Time	Meeting/Event	
<b>1</b>		<b>Retail Live! South Central- Austin - jg</b>	
2	2:00 pm	WEDC Subcommittee Meeting- Bylaw Review	
<b>5</b>	<b>CLOSED</b>	<b>Labor Day</b>	
9-10		Wylie Championship Rodeo – RSVP	
13	8:30-9:30 am	WDMA Meeting	
13	6:00 pm	City Council	
16	8:00 am	TEDC- Sales Tax Workshop, DFW/Garland- dd, bb, bp, ly, jg	
18-21		IEDC Annual Conference - OKC	
21	7:30 am	WEDC- Board Meeting	
22	5:30 pm	City, ISD, CC, Chamber & EDC Legislative Dinner - Landon Winery	
27	11:30 am	Chamber of Commerce Luncheon- State of Wylie ISD & Collin College	NEED RSVPs
27	6:00 pm	City Council - MFG Day Proclamation	
28		TEDC Webinar: Building Financing for Infrastructure in TX – jg/rh	
28-29		KCS Strategic Partner Conference, Kansas City	

**2022 October - Industry Appreciation Month** **Board Meeting – 19<sup>th</sup>**

Day	Time	Meeting/Event	
7		Manufacturing Day – Robotics-Welding Tours	
7	4:00-7:00 pm	MFG Day Community Event, Sanden	NEED RSVPs
11	6:00 pm	City Council	
<b>15-21</b>		<b>OU EDI Prof Dev-ED Credit Analysis, Real Estate Dev &amp; Reuse – Louisville - rh</b>	
19	7:30 am	WEDC- Board Meeting	
<b>19-21</b>		<b>TEDC Annual Conference - San Antonio – jg</b>	
19		Manufacturing Day – Compounding Pharmacy Tours	
21		Manufacturing Day – Graphic Arts	
22-26		IAMC Fall 2022 Professional Forum- Detroit, MI	
25	11:30 am	Wylie Chamber of Commerce- MFG & Workforce Luncheon	NEED RSVPs
25	6:00 pm	City Council – Nation Apprenticeship Proclamation	
26		Manufacturing Day – Construction Tours	
28		TEDC- Sales Tax Workshop, Houston	

**Around the Corner...**

- TDA Conference, San Marcos- November 1-4 – ro/jh/jg
- TEDC 2022 Fall Basic Economic Development Course, Richardson - November 1-4 – dd/tg/mb
- 2022 Holiday Gift Guide Launch – November 7
- Hiring Red, White & You - November 10 – Plano Events Center - 10 am – 3 pm
- Veterans Day – November 11 – City Holiday
- Raytheon Signing Day – November 14
- National Apprenticeship Week – November 14-20
- TEDC- Sales Tax Workshop, Austin- November 18
- TEDC- Sales Tax Workshop, Virtual- Available December 2-16
- Wylie Days in Austin, February 6-7