

Wylie Economic Development Corporation

Board Regular Meeting

September 20, 2023 – 7:30 AM

WEDC Office Conference Room - 250 South Highway 78, Wylie, Texas
75098



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 16, 2023 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the August 2023 WEDC Treasurer's Report.

REGULAR AGENDA

- 1. Consider and act upon issues surrounding the FM 544 Corridor Survey.
- 2. Consider and act upon the Amended and Restated Performance Agreement between the WEDC and Firewater Investments, LLC.

DISCUSSION ITEMS

- DS1. Discussion regarding WEDC Board Retreat.
- DS2. Staff report: WEDC Property Update, Temporary Access Agreements, 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 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Ballard, State Hwy 78/Brown, and State Hwy 78/Skyview.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

- (a) This chapter does not require a governmental body to conduct an open meeting:
- (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
 - (2) to hear a complaint or charge against an officer or employee.
- (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

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, 2021-2d, 2021-5a, 2021-6c, 2021-9b, 2021-11b, 2022-1b, 2022-1c, 2022-7b, 2022-9a, 2022-10c, 2023-1a, 2023-1c, 2023-2b, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-8a, 2023-8b, 2023-8c, 2023-9a, 2023-9b, and 2023-9c.

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 15, 2023 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 16, 2023 – 7:30 A.M.
 WEDC Offices – Conference Room
 250 S Hwy 78 – Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

Vice President Melisa Whitehead called the meeting to order at 7:30 a.m. Board Members present were Blake Brininstool and Whitney McDougall.

Ex-Officio Member Mayor Matthew Porter and Deputy City Manager Renae' Ollie were present.

WEDC staff present included Executive Director Jason Greiner, BRE Director Angel Wygant, Senior Assistant Rachael Hermes, Administrative Assistant Marissa Butts, and Marketing & Communications Coordinator Will Kelly.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Porter gave the invocation and led the Pledge of Allegiance.

COMMENTS ON NON-AGENDA ITEMS

With no citizen participation, Vice President Whitehead moved to Consent Agenda.

CONSENT AGENDA

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 19, 2023, Regular Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the July 2023 WEDC Treasurer's Report.**

Board Action

A motion was made by Blake Brininstool, seconded by Whitney McDougall, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 3-0.

REGULAR AGENDA

- 1. Consider and act upon a Third Amendment to the Purchase and Sale Agreement between WEDC and MLKJ Investments LLC.**

Staff Comments

The WEDC Board previously approved a First Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC on March 22, 2023, and a Second Amendment to the same on June 21, 2023. The proposed Third Amendment would provide a 90-day extension, with the feasibility period ending on October 31, 2023, and closing on or before November 30, 2023. The Third Amendment

would allow the buyer adequate time to get final construction costs and allow the WEDC's current tenant time to relocate.

Board Action

A motion was made by Blake Brininstool, seconded by Whitney McDougall, to approve a Third Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC and further authorize WEDC President or his designee to execute said agreement. A vote was taken, and the motion passed 3-0.

2. Consider and act upon issues surrounding the disposition of WEDC properties located at Squire.

Staff Comments

WEDC is currently under contract for the sale of 1001 and 1011 Squire and has received bids for the demolition of the commercial structures onsite. Factors including familiarity with local processes and procedures, competitive pricing, and local ownership were considered, with the bid from Intercon Demolition being presented to the Board for their approval. Intercon would be available to begin their work when the current WEDC tenant at the location has moved out, to ensure that the site is ready for closing with MLKJ. The bid also includes the removal of the chain-link barbed wire fencing, removal of foundation two feet below grade, and grading of property to drain. Additional anticipated costs such as asbestos abatement & testing, soil testing & mitigation, installation & maintenance of temporary silt fencing, and permitting are not included in this original bid.

Board Action

A motion was made by Whitney McDougall, seconded by Blake Brininstool, to award a contract to Intercon Demolition in the amount of \$52,500 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 3-0.

3. Consider and act upon issues related to the commercial lease at 104 S Ballard.

Staff Comments

Regarding property updates from the last WEDC Board Meeting, staff provided the Board with an overview regarding the issues surrounding 104 S Ballard in the Agenda Report provided in the packet. The Board discussed helping the tenants at 104 S Ballard by allowing them to occupy the lease space through their summer season and providing them with a notice to vacate the space by the end of the calendar year. This will allow the tenants adequate time to find a new location more appropriate to their use without disrupting their peak business months and will also give them the opportunity to take advantage of the lease that they have with the neighboring parking lot.

Board Action

A motion was made by Blake Brininstool, seconded by Whitney McDougall, to authorize the WEDC Director to notify the tenants at 104 S Ballard that they have until December 31, 2023, to vacate. A vote was taken, and the motion passed 3-0.

4. Consider and act upon issues related to street-naming at FM 544 Gateway.

Staff Comments

The City of Wylie has determined that a name will need to be selected for the street that runs through the FM 544 Gateway property being developed by the WEDC. After receiving suggestions from the Board, staff provided those options to the GIS department in the City of Wylie to ensure no further eliminations were needed per their requirements. Staff presented the list of the remaining approved options for the

Board’s review. The Board discussed selecting the name “Yeager Way” to honor John Yeager for the positive impact that he has had on the community and for his involvement as the longest serving EDC Board Member in Texas. Staff noted that if a surname is selected for a street name, it will need to be taken to City Council for approval.

Board Action

A motion was made by Blake Brininstool, seconded by Whitney McDougall, to approve Yeager Way for street-naming at FM 544 Gateway. A vote was taken, and the motion passed 3-0.

DISCUSSION ITEMS

DS1. Discussion regarding WEDC Board Retreat.

Staff Comments

Staff discussed scheduling a Board Retreat to give Board Members the opportunity to see the properties that the WEDC owns, view current and future developments, and review the Board’s vision for economic development. Further discussions could include the annual report and evaluating the goals and objectives for the next year. The Board discussed the possibility of scheduling a daytime Board Retreat in November or December. Staff will discuss dates with the other Board Members and provide a couple of options for Board review.

DS2. Staff report: WEDC Property Update, Temporary Access Agreements, 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 the WEDC Property Update, Temporary Access Agreements, Downtown Parking, Engineering Report, BRE Updates, Upcoming Events, and WEDC Activities/Programs.

EXECUTIVE SESSION

Recessed into Closed Session at 8:15 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 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Ballard, and State Hwy 78/Brown.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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: 2013-9a, 2021-2d, 2021-4c, 2021-5a, 2021-6c, 2021-9b, 2022-1b, 2022-1c, 2022-7b, 2022-10c, 2023-1a, 2023-1c, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-7a, 2023-7b, and 2023-7c.

WEDC – Minutes
August 16, 2023
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RECONVENE INTO OPEN SESSION

Take any action as a result of the Executive Session.

Vice President Whitehead reconvened into Open Session at 8:52 a.m.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

With no further business, Vice President Whitehead adjourned the WEDC Board meeting at 8:53 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 20, 2023
Prepared By: Jason Greiner

Item Number: B

Subject

Consider and act upon approval of the August 2023 WEDC Treasurer's Report.

Recommendation

Motion to approve the August 2023 WEDC Treasurer's Report.

Presented for the Board's review and approval is the August 2023 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, Sales Tax Report, and the Performance Agreement Summary.

REVENUES:

Sales Tax Revenue earned in May allocated in July, was \$448,253.70, an increase of 4.32% over the same period in 2022.

EXPENSES:

Special Services- Real Estate

- \$9,500 Intercon Demolition (605 Commerce Asbestos Abatement)
\$40,000 Intercon Demolition (Tree Clearing Kirby/Commerce)
\$55,000 Intercon Demolition (908 Kirby Demolition)
\$75,000 Intercon Demolition (605 Commerce Demolition)

August Rev/Exp Report Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
111-4000-40210	SALES TAX	4,124,241.00	4,124,241.00	448,253.70	3,403,753.41	-720,487.59	17.47 %
111-4000-43518	380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	279,047.05	279,047.05	0.00 %
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	40,970.45	341,618.09	335,618.09	5,693.63 %
111-4000-48110	RENTAL INCOME	134,220.00	134,220.00	16,300.00	107,607.68	-26,612.32	19.83 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	3,915,685.00	3,915,685.00	0.00	-24,603.10	-3,940,288.10	100.63 %
	Revenue Total:	8,180,146.00	8,180,146.00	505,524.15	4,108,423.13	-4,071,722.87	49.78%
Expense							
111-5611-51110	SALARIES	310,346.40	310,346.40	26,368.91	298,137.38	12,209.02	3.93 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	2,811.98	-2,811.98	0.00 %
111-5611-51140	LONGEVITY PAY	914.00	914.00	0.00	916.00	-2.00	-0.22 %
111-5611-51310	TMRS	48,245.30	48,245.30	3,839.19	46,754.55	1,490.75	3.09 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	51,987.17	51,987.17	4,161.29	45,838.50	6,148.67	11.83 %
111-5611-51420	LONG-TERM DISABILITY	1,768.97	1,768.97	58.50	562.48	1,206.49	68.20 %
111-5611-51440	FICA	19,298.12	19,298.12	1,503.62	17,417.45	1,880.67	9.75 %
111-5611-51450	MEDICARE	4,513.27	4,513.27	351.64	4,073.42	439.85	9.75 %
111-5611-51470	WORKERS COMP PREMIUM	854.85	1,089.21	0.00	1,088.89	0.32	0.03 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	1.60	37.58	1,042.42	96.52 %
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	1,739.10	4,114.89	885.11	17.70 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	25.05	237.95	62.05	20.68 %
111-5611-52810	FOOD SUPPLIES	3,000.00	3,000.00	256.74	2,211.22	788.78	26.29 %
111-5611-54610	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	0.00	1,975.00	5,675.00	74.18 %
111-5611-56030	INCENTIVES	3,209,183.00	1,209,183.00	0.00	584,377.51	624,805.49	51.67 %
111-5611-56040	SPECIAL SERVICES	34,770.00	34,620.00	252.50	11,914.33	22,705.67	65.59 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	276,300.00	276,300.00	195,853.22	270,449.93	5,850.07	2.12 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTURE	8,375,000.00	9,875,000.00	0.00	9,281.46	9,865,718.54	99.91 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	13,578.88	117,602.31	11,497.69	8.91 %
111-5611-56090	COMMUNITY DEVELOPMENT	54,950.00	54,950.00	166.30	49,770.42	5,179.58	9.43 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	486.55	4,695.16	3,204.84	40.57 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	24,750.00	2,250.00	8.33 %
111-5611-56210	TRAVEL & TRAINING	73,000.00	73,000.00	5,349.54	55,629.49	17,370.51	23.80 %
111-5611-56250	DUES & SUBSCRIPTIONS	57,824.00	57,824.00	771.05	50,902.77	6,921.23	11.97 %
111-5611-56310	INSURANCE	6,303.00	6,453.00	0.00	6,449.31	3.69	0.06 %
111-5611-56510	AUDIT & LEGAL SERVICES	23,000.00	23,000.00	0.00	16,305.50	6,694.50	29.11 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	587,500.00	9,002.71	304,659.84	282,840.16	48.14 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	278.37	2,140.71	259.29	10.80 %
111-5611-57410	PRINCIPAL PAYMENT	575,973.97	575,973.97	48,738.28	527,068.80	48,905.17	8.49 %
111-5611-57415	INTEREST EXPENSE	656,023.67	656,023.67	53,928.19	602,262.37	53,761.30	8.20 %
111-5611-58110	LAND-PURCHASE PRICE	2,090,000.00	2,090,000.00	0.00	345,441.57	1,744,558.43	83.47 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-345,441.57	345,441.57	0.00 %
	Expense Total:	16,143,685.72	16,143,920.08	368,961.23	3,064,437.20	13,079,482.88	81.02%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%
Report Surplus (Deficit):		-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%

Budget Report

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue	8,180,146.00	8,180,146.00	505,524.15	4,108,423.13	-4,071,722.87	49.78%
Expense	16,143,685.72	16,143,920.08	368,961.23	3,064,437.20	13,079,482.88	81.02%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%
Report Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%

09/20/2023 Item B.

Budget Report

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CO	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01
Report Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01

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Wylie Economic Development Corporation
Statement of Net Position
As of August 31, 2023

Assets

Cash and cash equivalents	\$ 12,704,566.83	
Receivables	\$ 120,000.00	Note 1
Inventories	\$ 16,006,005.00	
Prepaid Items	\$ -	
Total Assets	\$ 28,830,571.83	

Deferred Outflows of Resources

Pensions	\$ 67,748.55
Total deferred outflows of resources	\$ 67,748.55

Liabilities

Accounts Payable and other current liabilities	\$ 10,059.96	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 111,069.27	Note 3
Due in more than one year	\$ 15,621,027.23	
Total Liabilities	\$ 15,743,356.46	

Deferred Inflows of Resources

Miscellaneous	\$ (100,000.00)
Pensions	\$ (84,717.41)
Total deferred inflows of resources	\$ (184,717.41)

Net Position

Net investment in capital assets	\$ -
Unrestricted	\$ 12,970,246.51
Total Net Position	\$ 12,970,246.51

Note 1: Includes incentives in the form of forgivable loans for \$20,000 (LUV-ROS) and \$100,000 (Glen Echo)

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 08/31/2023

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	12,702,566.83
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	120,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,006,005.00
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	1,865,434.00
	Total Assets:	30,696,005.83
		<u>30,696,005.83</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	822.88
111-2000-20117	TMRS PAYABLE	-3.83
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	9,137.28
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	1.61
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	90.02
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	1,865,434.00
111-2000-20810	DUE TO GENERAL FUND	0.00

As Of 08/31/2023

Balance Sheet

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	100,000.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
	Total Liability:	1,976,693.96

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,675,325.94
	Total Beginning Equity:	27,675,325.94
Total Revenue		4,108,423.13
Total Expense		3,064,437.20
Revenues Over/Under Expenses		1,043,985.93
	Total Equity and Current Surplus (Deficit):	28,719,311.87
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>30,696,005.83</u>

As Of 08/31/2023

Balance Sheet

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
	Total Assets:	0.00
		<u>0.00</u>
Liability		
922-2000-28248	GOVCAP LOAN/SERIES 2022	7,817,937.04
	Total Liability:	7,817,937.04
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>7,817,937.04</u>
	*** FUND 922 OUT OF BALANCE ***	-7,817,937.04

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***

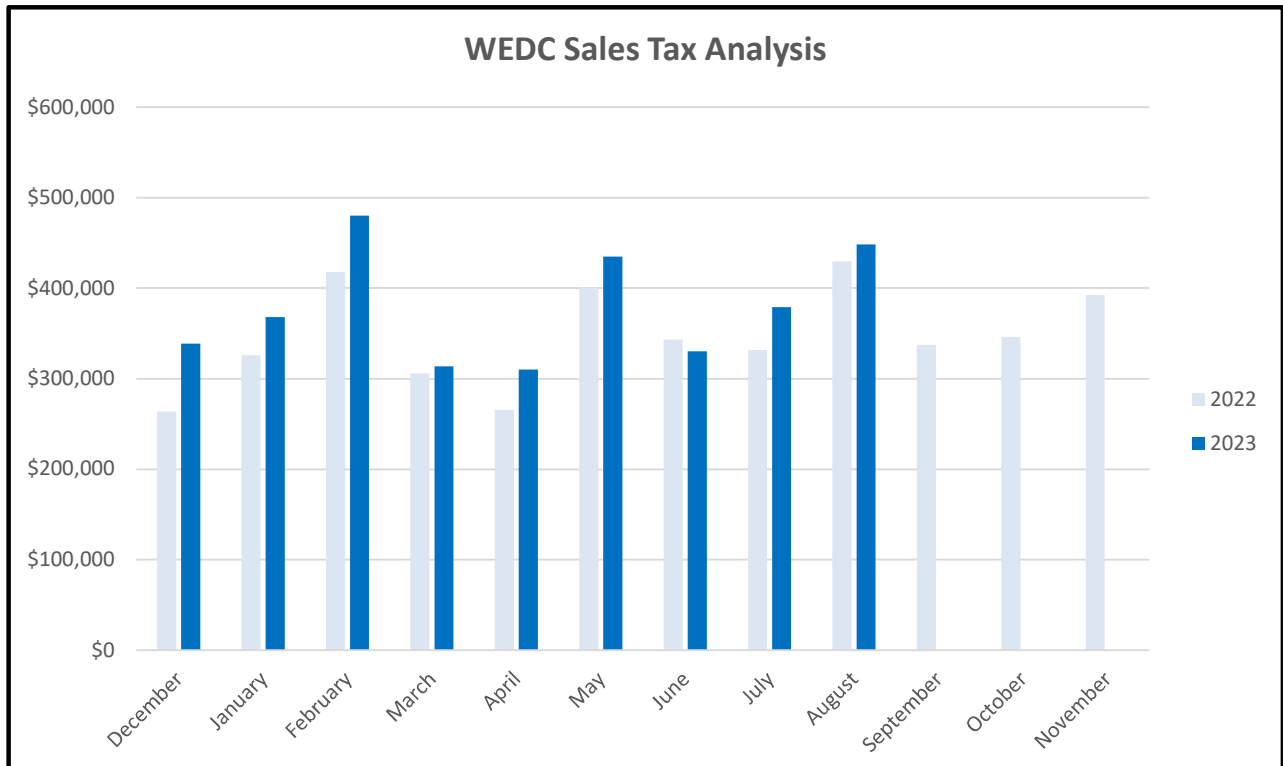
Wylie Economic Development Corporation

SALES TAX REPORT

August 31, 2023

BUDGETED YEAR

MONTH	FY 2020	FY 2021	FY 2022	FY 2023	DIFF 22 vs. 23	% DIFF 22 vs. 23
DECEMBER	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 75,148.88	28.51%
JANUARY	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 368,377.73	\$ 42,169.80	12.93%
FEBRUARY	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ 480,381.11	\$ 62,484.32	14.95%
MARCH	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 313,686.17	\$ 8,080.67	2.64%
APRIL	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 310,050.94	\$ 44,277.14	16.66%
MAY	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 434,878.33	\$ 33,698.14	8.40%
JUNE	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 330,236.89	\$ (13,134.37)	-3.83%
JULY	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86	\$ 379,162.00	\$ 47,729.14	14.40%
AUGUST	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16	\$ 448,253.70	\$ 18,557.55	4.32%
SEPTEMBER	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61			
OCTOBER	\$ 249,357.02	\$ 326,382.38	\$ 346,236.36			
NOVEMBER	\$ 384,953.89	\$ 411,813.32	\$ 392,790.84			
Sub-Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,403,753.41	\$ 319,011.27	11.00%
Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,403,753.41	\$ 319,011.27	11.00%



*** 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 FY23.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

August 31, 2023

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 29,377.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070,622.49	\$ 1,100,000.00	A
CARDINAL STRATEGIES	\$ 106,800.00	\$ 24,934.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,366.00	\$ 91,300.00	
AVANTI, LLC	\$ 120,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ 120,000.00	
LUV-ROS	\$ 10,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	B
FUEL CITY	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	
AMERICAN ENTITLEMENTS II	\$ 35,000.00	***	\$ 25,000.00	\$ 10,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 80,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	***	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,500.00	\$ 46,500.00	\$ 65,000.00	
GLEN ECHO BREWING	\$ 100,000.00	\$ -	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	C
MLKJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	D
WYLIE INSURANCE II	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	
CLF II LI WYLIE (LOVETT)	\$ 1,300,000.00	\$ -	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ 1,300,000.00	
JOLT	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	
DEANAN/DANK	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 30,000.00	
FIREWATER	\$ 300,000.00	\$ 200,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 300,000.00	
	\$ 3,823,800.00	\$ 861,311.51	\$ 869,250.00	\$ 699,250.00	\$ 20,000.00	\$ -	\$ 1,588,500.00	\$ 1,358,488.49	\$ 3,808,300.00	

Deferred Out Flow \$ 1,865,434.00

- A. SLSTX Reimbursement Qrtly Pmnts (Completed PA Reimbursement)
- B. Performance Agreement (\$10,000) and Forgivable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2022, 2023, & 2024.
- C. Performance Agreement (\$100,000) and Forgivable Land Grant (\$100,000 forgiven over 3 years). \$25,000 CO & \$25,000/year in 2024, 2025, & 2026.
- D. Performance Agreement (TBD) and Forgivable Land Grant (\$200,000 forgiven over 3 years). \$50,000 CO & \$50,000/year in 2024, 2025, & 2026.

AGENDA REPORT

Meeting Date: September 20, 2023

Item Number: 1

Prepared By: Jason Greiner

Subject

Consider and act upon issues surrounding the FM 544 Corridor Survey.

Recommendation

Motion to award the contract to Kimley-Horn and Associates, Inc. in the amount of \$55,500 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 of developable acreage throughout the city. As such, Kimley-Horn has provided an Individual Project Order (IPO) for providing professional civil engineering services and a survey (through a subconsultant) to provide topographic survey for approximately 51 acres of property located at the northeast corner of Westgate Way and FM 544.

The survey will also include the cross section and crossing survey data that will be required for the future flood study on the City of Wylie's 19-acre property north of FM 544.

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 and those for Projected Hour (HR) will be billed per the effort expended on an hourly basis per the current KH rate schedule.

1. Topographic Survey - \$50,500 LS
2. Meetings/Project Coordination - \$5,000 HR

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

AGENDA REPORT

Meeting Date: September 20, 2023

Item Number: 2

Prepared By: Jason Greiner

Subject

Consider and act upon the Amended and Restated Performance Agreement between the WEDC and Firewater Investments, LLC.

Recommendation

Motion to approve the Amended and Restated Performance Agreement between the WEDC and Firewater Investments, LLC, and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board will recall, the WEDC approved a Performance Agreement with Firewater Investments, LLC, and FWIRE, LLC (Project 2021-6a) in an amount not to exceed \$300,000 on June 21, 2023.

During the process of construction, real estate became available in Downtown Wylie and Herman Marshall opened a tasting room to provide additional exposure for their product while the distillery was still being remodeled. As a result, Herman Marshall has integrated the downtown location for purposes of the tasting room and administrative functions of their business while utilizing the distillery location for production. As a result, they are not utilizing the distillery as their primary location and they have established their home address downtown. While Firewater can still meet the current terms of the agreement with regard to the relocation of the distillery, the Amended and Restated Performance Agreement properly accounts for both locations and allows some additional flexibility with regard to reporting standards at more than one facility. It's important to note that this Amended and Restated Agreement is required more from a compliance or legal perspective and not from the typical need for an extension or overall amendment of payment terms, incentive amounts, or deliverables.

Attachment

- Amended and Restated Performance Agreement
- Original Performance Agreement

**AMENDED AND RESTATED
PERFORMANCE AGREEMENT
BETWEEN
WYLIE ECONOMIC DEVELOPMENT CORPORATION
AND
FIREWATER INVESTMENTS, LLC**

This **AMENDED AND RESTATED PERFORMANCE AGREEMENT** (the “Agreement”) is entered into by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation (“WEDC”) and **FIREWATER INVESTMENTS, LLC**, a Texas limited liability company (“Company”).

RECITALS:

WHEREAS, FWIRE, LLC owns a tract of land containing 2.041 acres, more or less, known as Lot 2A, Block 2 of a Replat of Lot 2 and Lot 3 in Block 2 of a Replat or Oaks Retail Addition, an addition to the City of Wylie, Collin County, Texas, as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the “Property”);

WHEREAS, Company has entered into an agreement with FWIRE, LLC to allow Company to occupy the Property for its corporate headquarters and business operations, including, but not limited to, operating a distillery in a 6,000 square foot building located on the Property (“Facility 1”); and

WHEREAS, the Company also occupies a building located at 121 North Ballard Avenue, Wylie, Texas, which is used as a tasting room, among other things (“Facility 2” and together with Facility 1, the “Facilities”); and

WHEREAS, the Company is desirous of making real and personal property improvements to Facility 1 and adding at least ten (10) new Full-Time Employees at the Facilities (the “Project”). The Project will have an estimated construction cost of at least One Million Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, Company has requested financial and/or economic assistance from the WEDC to plan and construct certain infrastructure improvements to assist in the development of Facility 1, consisting of economic assistance for all hard and soft costs relating to the construction of public infrastructure and site improvements on or adjacent to the Property; and

WHEREAS, Section 501.103 of the Act states that the WEDC may provide funding for expenditures that are found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements (the “Qualified Infrastructure”); and

WHEREAS, Company proposes to use the economic incentives for the construction of the Qualified Infrastructure which will include approved public infrastructure improvements and site

improvements as may be amended from time to time, necessary for the development of the Property;
and

WHEREAS, the WEDC has found that the Qualified Infrastructure is necessary to promote or develop new or expanded business enterprises in the City and the WEDC has concluded that the Qualified Infrastructure constitutes a “project”, as that term is defined in the Act, and is willing to provide Company with economic assistance as hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; 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; and

WHEREAS, the parties previously entered into a Performance Agreement dated July 26, 2023 (the “Performance Agreement”), whereby WEDC agreed to provide economic assistance as stated therein. The parties have agreed to amend and restate the Performance Agreement as provided herein.

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:

1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of performance incentives in an amount not to exceed \$300,000.00 in the aggregate (collectively, the “Economic Assistance”) upon completion of the Performance Obligations set forth below. The total amount of economic assistance and/or incentives to be paid to the Company shall not exceed the cumulative sum of Three Hundred Thousand Dollars (\$300,000.00).

2. Performance Obligations. The WEDC’s obligation to provide Company with the Economic Assistance stipulated above is expressly contingent upon Company completing the following items (the “Performance Obligations”) by the due dates set forth below:

(a) Year One. Economic Assistance will be provided to the Company in the form of payment of a qualified infrastructure incentive in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) upon completion of the following Performance Obligations for Year One;

Amended and Restated Performance Agreement (Firewater Investments, LLC)

i. Company shall supply documentation to the WEDC proving completion of the 6,000 square foot Facility 1 remodel, as evidenced by a Certificate of Occupancy and letter from the City's Chief Building Official (a "Certificate of Occupancy") for Facility 1 no later than December 31, 2023 (the "CO Deadline") and that Facility 1 has been open for business and operating as a distillery for at least thirty (30) days prior to the CO Deadline; The issuance date of the Certificate of Occupancy for Facility 1 will become the "Facility 1 Completion Date"; and

ii. Company shall supply documentation to the WEDC supporting a minimum Project Cost of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as evidenced by paid invoices, no later than the CO Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for Facility 1 has been completed and that the total cost of constructing the Qualified Infrastructure for Facility 1 was at least Three Hundred Thousand Dollars (\$300,000.00) no later than the CO Deadline; and

iv. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the CO Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

v. Company shall supply documentation to the WEDC on or before the CO Deadline that Company has updated its address in all of its corporate documentation and on its website to be the address of either Facility 1 or Facility 2, as well as updating its address on all relevant platforms, systems, and databases, including, but not limited to, those maintained by the Texas Secretary of State, the Texas Comptroller of Public Accounts, and the Collin Central Appraisal District, in order to ensure that all sales tax associated with or attributed to the Company or its operations is reportable to the City of Wylie and that the City of Wylie receives all sales tax for which it should be entitled based on the Company's headquarters and operations being located at the Facilities; and

vi. Company shall supply documentation to the WEDC on or before the CO Deadline that Company has paid on time all fees associated with construction or remodel of Facility 1 including, but not limited to, Building Permit Fee, Plumbing, Mechanical, and Electrical Permit Fees, Fire Inspection Fee, Fire Department Plan Review Fee Fire Development Fee, Thoroughfare Impact Fee, Water & Sewer Impact Fees, third party review of Fire Sprinkle and Fire Alarm plans, and all other inspection fees not specifically named that may be applicable to the remodel of Facility 1; and

vii. Company shall supply documentation to the WEDC verifying that Company has added and maintained not less than ten (10) Full-Time Employees at the Facilities as of the Facility 1 Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

(b) Year Two. Economic Assistance will be provided to the Company in the form of payment of a qualified infrastructure incentive in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) upon completion of the following Performance Obligations for Year Two;

i. Company shall have complied with all Performance Obligations for Year One; and

ii. Company shall be current on all ad valorem taxes and other property taxes due on the Property and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

iii. Company shall provide to WEDC documentation acceptable to WEDC providing that Company has maintained continuous occupancy the Property and the Facilities from the Facility 1 Completion Date through the first (1st) anniversary of the Facility 1 Completion Date; and

vi. Company shall supply documentation to the WEDC verifying that Company has maintained not less than twelve (12) Full-Time Employees at the Facilities from the Facility 1 Completion Date through the first (1st) anniversary of the Facility 1 Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

3. Term of the Economic Assistance. Notwithstanding anything to the contrary herein contained, this Agreement shall be null and void if the Company fails to satisfy the Performance Obligations to qualify for Economic Assistance described in paragraph 2 above (as further defined in paragraph 5), or in the event of the following (collectively a “Default”):

(a) Any event of bankruptcy incurred by Company.

(b) The non-payment of property taxes prior to the delinquency date imposed by the City of Wylie, Wylie Independent School District, Collin County Community College, and Collin County in a timely manner.

4. Payment of Economic Assistance. Subject to the terms and conditions of this Agreement, the Economic Assistance shall be paid by WEDC to the Company within thirty (30) days after the applicable deadline for satisfaction of the Performance Obligations.

5. Event of Default by Company. In the event of a Default by Company, WEDC may declare Company in Default of the Agreement in which event WEDC must provide Company with written notice of the particular Default. Company shall have thirty (30) days from the written notice to cure the said Default. In the event, Company fails to cure the Default within such thirty (30) days, the Agreement shall become null and void with all future economic incentive payments suspended.

6. Miscellaneous.

(a) This Agreement may not be assigned by Company without the prior written consent of the WEDC, which consent shall be within the sole discretion of the WEDC.

(b) This Agreement contains the entire Agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.

(c) The Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The individuals executing this Agreement on behalf of the respective parties below represent to each other and to the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which such signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing such signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

(f) This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to the WEDC shall be sufficient if made or addressed to the President, Wylie Economic Development Corporation, 250 State Highway 78 South, Wylie, Texas 75098. Notice to Company shall be sufficient if made or addressed to _____, until the issuance of the CO and thereafter to the address assigned to the Property. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

(h) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(i) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as is such invalid, illegal or unenforceable provision had never been contained herein.

(j) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Time is of the essence in the Agreement.

(l) The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

(m) Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the "Effective Date").

Wylie Economic Development Corporation, a Texas corporation

By: _____
Jason Greiner, Executive Director

Date of Execution: _____

Firewater Investments, LLC, a Texas Limited Liability Company

By: _____
_____, _____

Date of Execution: _____

EXHIBIT A
The Property

Being all of Lot 2A, Block 2 of a Replat of Lot 2 and Lot 3 in Block 2 of a Replat of Oaks Retail Addition, an addition to the City of Wylie, Collin County, Texas, as recorded in Cabinet G, Page 265 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron pin set For corner in the east line of a '15' alley, said iron pin being the northeast corner of said Lot 2A, and also being the southeast corner of Lot 3D of said Addition;

THENCE, South 00 deg. 38 min. 00 sec. West, along said east line of 15' alley, and also along the east line of said Lot 2A, a distance of 306.67 Feet to a 1/2" iron pin set For corner, said iron pin being the southeast corner of said Lot 2A, and also being in the north line of Hughes Cemetery Dedication, described in Volume 1048, Page 4'17 of the Deed Records of Collin County, Texas;

THENCE, North 87 deg. 59 min. 00 sec. West, along the south line of said Lot 2A, and also along the north line of said Hughes cemetery Dedication, a distance of 318.60 Feet to a '1/2" iron pin Found For a southwest corner of said Lot 2A, and also being in the east R.O.W. line of Marble Street (70' R.O.W.);

THENCE, North 00 deg. 04 min 00 sec. west, along a southwest line of said Lot 2A, and also along said east R.O.W. line of Marble Street (70' R.O.W.), a distance of 38.19 feet to an "X" set in concrete For corner at the Intersection of said east line of Marble Street and the north line of said Marble Street, said iron pin also being a southwest corner of said Lot 2A;

THENCE, south 86 deg, 48 min. 00 sec. west, along said north line of Marble Street (70' R.O.W.), and also along a southwest line of said Lot 2A, a distance of 28.86 Feet to a 1/2" iron pin Found For corner, said Iron pin being a southwest corner of said Lot 2A, and also being the southeast corner of Block 12 of the Original Donation to the City of Wylie;

THENCE, North 01 deg. 32 min. 58 sec. East, along the west line of said Lot 2A, and along the east line of said Block 12, a distance of 169.57 feet to a nail Found For a west corner of said Lot 2A, said nail also being the southwest corner of Lot 1, Block 2 of a Replat of Oaks Retail, an addition to the City of Wylie, Collin County, Texas, as recorded in Cabinet D, Page 83 of the Map Records of Collin County, Texas;

THENCE, South 88 deg. 27 min. 02 sec East, along a northwest line of said Lot 2A, and also along the south line of said Lot 1, a distance of 153.69 Feet to an "X" in concrete set For a northeast corner of said Lot 2A, said iron pin also being the southeast corner of said Lot 1;

THENCE, North 01 deg. 32 min 58 sec. East, along a northwest line of said Lot 2A, and also along the east line of Said Lot 1, a distance of 94.15 Feet to a 1/2" iron pin set For a northwest corner of Said Lot 2A, said iron pin also being the southwest corner of said Lot 3;

THENCE, South 89 deg. 49 min. 03 sec. East, along the north line of said Lot 2A, and also along the south line of said Lot 30, a distance of 189.89 feet to the POINT OF BEGINNING, and containing 2.041 acres of land, more or less.

**PERFORMANCE AGREEMENT
BETWEEN
WYLIE ECONOMIC DEVELOPMENT CORPORATION
AND
FIREWATER INVESTMENTS, LLC**

This **PERFORMANCE AGREEMENT** (the "Agreement") is entered into by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation ("WEDC") and **FIREWATER INVESTMENTS, LLC**, a Texas limited liability company ("Company").

RECITALS:

WHEREAS, FWIRE, LLC owns a tract of land containing 2.041 acres, more or less, known as Lot 2A, Block 2 of a Replat of Lot 2 and Lot 3 in Block 2 of a Replat or Oaks Retail Addition, an addition to the City of Wylie, Collin County, Texas, as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property") which includes;

WHEREAS, Company has entered into an agreement with FWIRE, LLC to allow Company to occupy the Property for its corporate headquarters and business operations, including, but not limited to, operating a distillery; and ;

WHEREAS, the Company is desirous of making real and personal property improvements to an existing 6,000 square foot building located on the Property (the "Facility") and adding at least ten (10) new Full-Time Employees at the Facility (the "Project"). The Project will have an estimated construction cost of at least One Million Five Hundred Thousand Dollars (\$1,500,000.00); and

WHEREAS, Company has requested financial and/or economic assistance from the WEDC to plan and construct certain infrastructure improvements to assist in the development of the Facility, consisting of economic assistance for all hard and soft costs relating to the construction of public infrastructure and site improvements on or adjacent to the Property; and

WHEREAS, Section 501.103 of the Act states that the WEDC may provide funding for expenditures that are found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements (the "Qualified Infrastructure"); and

WHEREAS, Company proposes to use the economic incentives for the construction of the Qualified Infrastructure which will include approved public infrastructure improvements and site improvements as may be amended from time to time, necessary for the development of the Property; and

WHEREAS, the WEDC has found that the Qualified Infrastructure is necessary to promote or develop new or expanded business enterprises in the City and the WEDC has concluded that the Qualified Infrastructure constitutes a "project", as that term is defined in the Act, and is willing to provide Company with economic assistance as hereinafter set forth on the terms and subject to the

conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement; 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:

1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of performance incentives in an amount not to exceed \$300,000.00 in the aggregate (collectively, the “Economic Assistance”) upon completion of the Performance Obligations set forth below. The total amount of economic assistance and/or incentives to be paid to the Company shall not exceed the cumulative sum of Three Hundred Thousand Dollars (\$300,000.00).

2. Performance Obligations. The WEDC’s obligation to provide Company with the Economic Assistance stipulated above is expressly contingent upon Company completing the following items (the “Performance Obligations”) by the due dates set forth below:

(a) Year One. Economic Assistance will be provided to the Company in the form of payment of a qualified infrastructure incentive in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) upon completion of the following Performance Obligations for Year One;

i. Company shall supply documentation to the WEDC proving completion of the 6,000 square foot Facility remodel, as evidenced by a Certificate of Occupancy or letter from the City’s Chief Building Official (a “Certificate of Occupancy”) for the Facility no later than December 31, 2023 (the “CO Deadline”); The issuance date of the Certificate of Occupancy for the Facility will become the “Facility Completion Date”; and

ii. Company shall supply documentation to the WEDC supporting a minimum Project Cost of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as evidenced by paid invoices, no later than the CO Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for the Facility has been completed and that the total cost of constructing the Qualified Infrastructure for the Facility was at least Three Hundred Thousand Dollars (\$300,000.00) no later than the CO Deadline; and

iv. Company shall be current on all ad valorem taxes and other property taxes due on the Property through the CO Deadline and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

v. Company shall supply documentation to the WEDC on or before the CO Deadline that Company has updated its address in all of its corporate documentation and on its website to be the address of the Facility, as well as updating its address on all relevant platforms, systems, and databases, including, but not limited to, those maintained by the Texas Secretary of State, the Texas Comptroller of Public Accounts, and the Collin Central Appraisal District, in order to ensure that all sales tax associated with or attributed to the Company or its operations is reportable to the City of Wylie and that the City of Wylie receives all sales tax for which it should be entitled based on the Company's headquarters and operations being located at the Facility; and

vi. Company shall supply documentation to the WEDC on or before the CO Deadline that Company has paid on time all fees associated with construction or remodel of the Facility including, but not limited to, Building Permit Fee, Plumbing, Mechanical, and Electrical Permit Fees, Fire Inspection Fee, Fire Department Plan Review Fee, Fire Development Fee, Thoroughfare Impact Fee, Water & Sewer Impact Fees, third party review of Fire Sprinkle and Fire Alarm plans, and all other inspection fees not specifically named that may be applicable to the remodel of the Facility; and

vii. Company shall supply documentation to the WEDC verifying that Company has added and maintained not less than ten (10) Full-Time Employees at the Facility as of the Facility Company Date, approval of said documentation at the sole and absolute discretion of the WEDC.

(b) Year Two. Economic Assistance will be provided to the Company in the form of payment of a qualified infrastructure incentive in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) upon completion of the following Performance Obligations for Year Two;

i. Company shall have complied with all Performance Obligations for Year One; and

ii. Company shall be current on all ad valorem taxes and other property taxes due on the Property and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

iii. Company shall provide to WEDC documentation acceptable to WEDC providing that Company has maintained continuous occupancy at the Property and the Facility from the Facility Completion Date through the first (1st) anniversary of the Facility Completion Date; and

iv. Company shall supply documentation to the WEDC verifying that Company has maintained not less than twelve (12) Full-Time Employees at the Facility from the Facility Company Date through the first (1st) anniversary of the Facility Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

3. Term of the Economic Assistance. Notwithstanding anything to the contrary herein contained, this Agreement shall be null and void if the Company fails to satisfy the Performance Obligations to qualify for Economic Assistance described in paragraph 2 above (as further defined in paragraph 5), or in the event of the following (collectively a “Default”):

(a) Any event of bankruptcy incurred by Company.

(b) The non-payment of property taxes prior to the delinquency date imposed by the City of Wylie, Wylie Independent School District, Collin County Community College, and Collin County in a timely manner.

4. Payment of Economic Assistance. Subject to the terms and conditions of this Agreement, the Economic Assistance shall be paid by WEDC to the Company within thirty (30) days after the applicable deadline for satisfaction of the Performance Obligations.

5. Event of Default by Company. In the event of a Default by Company, WEDC may declare Company in Default of the Agreement in which event WEDC must provide Company with written notice of the particular Default. Company shall have thirty (30) days from the written notice to cure the said Default. In the event, Company fails to cure the Default within such thirty (30) days, the Agreement shall become null and void with all future economic incentive payments suspended.

6. Miscellaneous.

(a) This Agreement may not be assigned by Company without the prior written consent of the WEDC, which consent shall be within the sole discretion of the WEDC.

(b) This Agreement contains the entire Agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.

(c) The Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The individuals executing this Agreement on behalf of the respective parties below represent to each other and to the others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which such signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing such signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

(f) This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to the WEDC shall be sufficient if made or addressed to the President, Wylie Economic Development Corporation, 250 State Highway 78 South, Wylie, Texas 75098. Notice to Company shall be sufficient if made or addressed to _____, until the issuance of the CO and thereafter to the address assigned to the Property. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

(h) This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(i) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Time is of the essence in the Agreement.

(l) The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

(m) Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be

employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the "Effective Date").

Wylie Economic Development Corporation, a Texas corporation

By: 
Jason Greiner, Executive Director

Date of Execution: 7/25/23

Firewater Investments, LLC, a Texas Limited Liability Company

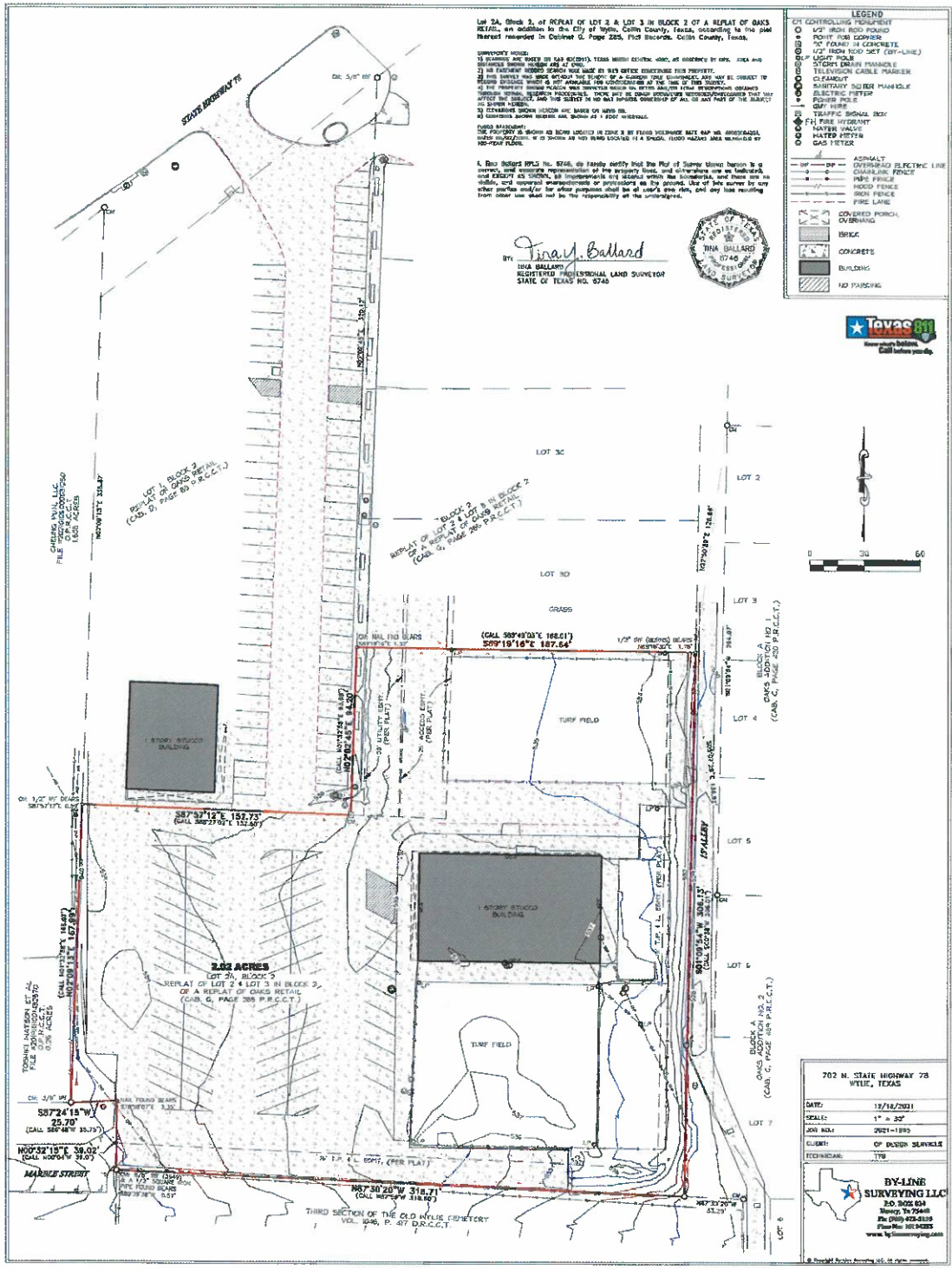
By:  (Jul 26, 2023 07:12 CDT)
Ryan Hamar, Ryan Hamar

Date of Execution: Jul 26, 2023

EXHIBIT A
The Property

Lot 2A, Block 2, of Replat of Lot 2 and Lot 3 in Block 2 of a Replat of Oaks Retail, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Cabinet G, Page 285, Plat Records, Collin County, Texas.

EXHIBIT A (Continued) The Property



Performance Agreement Between Firewater Investments, LLC
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4117836



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 20, 2023

Item Number: DS1

Prepared By: Jason Greiner

Subject
Discussion regarding WEDC Board Retreat.

Recommendation
No action is requested by staff on this item.

Discussion
As the Board will recall, discussion regarding this Item at the August meeting surrounded a potential Board Retreat on either November 6th or November 13th.
Staff will lead the discussion on this item.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: September 20, 2023

Item Number: DS1

Prepared By: Jason Greiner

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

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

Discussion: WEDC Property Update: Property Management (bullet points), Listing Agreement - Segovia Partners (SP) (bullet points), Downtown Parking (bullet points)

Downtown & SBO Property Concepts:

- KH to prepare concept layout for 503-701 S Ballard. Waiting on existing plat/survey data.

Engineering Report:

Design & Engineering - 544 Gateway Addition – Kimley Horn (KH)

- Atmos/Oncor coordination ongoing. Exhibit sent showing which poles must be removed.
- TxDOT review comments have been received and KH is updating the plans for resubmittal.
- Ongoing coordination with Lot 1, Lot 2 and Lot 6 developers.
- Sidewalk added to Lot 4 and street name being added to the plan set.
- After we receive all approvals, we will bid the project and setup a pre-con meeting.
- A replat will need to be prepared to show final easements after all approvals are received.
- City Council approved the street name for the public access easement within the development. Staff is working with the sign vendor for signage required for “John Yeager Way”.
- Completion Date: Fall-2023

Design & Engineering – City of Wylie’s 19 Acres - FM 544 Corridor (KH)

- IPO for this survey will be reviewed by the WEDC Board on 9/20. This survey includes the data required for the future flood study of the City’s 19-acres.

Water Line Relocation- State Hwy 78/Brown – Dowager Construction

- Project is complete. Staff is waiting on NTMWD’s final review of the project costs related to inspection fees.

Environmental- State Hwy 78 & Brown – Elm Creek (EC) **WAITING FOR EMAIL REPLY**

- TCEQ sent comments back on 8/29.
- EC Submittal is anticipated ASAP and staff has asked again that EC expedite the process.
- EC, staff and TCEQ met to discuss the status of the Affected Property Assessment Requirements (APAR), Partial Response Action Areas (PRAA), and Certificate of Closure. EC will be providing responses to outstanding comments in the APAR. Assuming that the APAR responses resolve TCEQ’s comments, we anticipate to have a Certificate of Closure within 60-90 days following the final EC submittal.

Design & Engineering - Cooper Plaza - State Hwy 78 & Brown

- Roome is working on the Preliminary and Final Plat.
- Civils are nearing completion and submittal is anticipated in the next two weeks.
- The next step is construction bids and award of contract.
- Completion Date: Fall-2023

Flood Study & Drainage Study- Hooper/Steel/Regency Business Park (KH)

- Grading improvements are underway to re-grade ditches and clean silt/debris out of culverts. Work resumed on September 12 and is anticipated to be finished by the end of September.
- Survey and Environmental will not be kicked off until this work is completed.
- Completion Date: Fall-2023

Water & Sewer Extension - State Hwy 78/Alanis (KH)

- NTMWD requested a revision to the sanitary sewer alignment and connection to their existing line. Revised plans were issued 8/10/23. Approval from NTMWD has now been received.
- Contractor will need to coordinate with NTMWD on shutdown for tie-in.
- Ongoing coordination with Larry Nelson on the proposed drainage and sanitary sewer easement. Access easement across EDC/Stealth property has been prepared and submitted.

Eubanks Easement/ROW Coordination

- The city requested 65’ as the required right of way width and the exhibit was updated and resubmitted.

- Survey is preparing the easement exhibits.

BRE Updates:

- 3 BRE visits were conducted in August.
- Hosted the first Regional BRE Alliance meeting to discuss/adopt best practices and collaborate on regional workforce development programs. Allen, McKinney, Plano, Wylie, and WSNCT participated.
- Attended Planting Seeds of Hope in Allen focusing on regional programs that address homelessness in the community, workforce strategies, and the impact of business and EconDev on these populations.
- Prepared an insurance training/licensing program with WSNCT & Collin Corporate College.
- Fall programming continues: Legislative Dinner, MFG Day, Fall Career Fairs, and the Second Annual Entrepreneurs Expo.

Additional WEDC Activities/Programs in Review:

- Staff attended the East Side Allies August meeting with other local EDOs on August 16.
- Staff attended the Wylie Chamber of Commerce Non-Profit luncheon on August 22.
- Staff attended Retail Live South Central in Austin on August 31.
- Staff conducted weekly calls with legal regarding real estate projects and performance agreements.
- Sales tax revenues for the month of September are up 10.18%.
- Overall sales tax revenues for FY23 are up 10.92%.

Upcoming Events:

- IEDC 2023 Annual Conference - Dallas, TX – September 17-20
- TEDC Sales Tax Workshop - Richardson, TX – September 22
- City Council- Manufacturing Day Proclamation – September 26
- Rowlett Economic Development Summit – September 27
- Manufacturing Day Community Event – October 5
- TEDC Annual Conference – Houston, TX – October 11-13
- Hope’s Gate – Hope Under the Stars – October 21
- Wylie Chamber of Commerce Luncheon: State of Wylie ISD & Collin College – October 24
- TML Economic Development Conference – November 16-17
- TEDC Sales Tax Workshop Virtual – December 3 – 15

Melisa Whitehead will be participating in Leadership Wylie Class XX from September ‘23 through May ’24.

Please see the attached Marketing Calendar for the full list of upcoming events.

2023 August **Board Meeting – 16th**

Day	Time	Meeting/Event
1	8:30-9:30 am	WDMA Meeting
8	6:00 pm	City Council
13-15		<i>SEDC Annual Conference – San Antonio, TX</i>
16	7:30 am	WEDC- Board Meeting
16	11:30 am	East Side Allies August Meeting – jg, rh
22	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon: Non-Profit Spotlight
22	11:00 am	BRE Regional Alliance – Inaugural Meeting – jg, aw
22	6:00 pm	City Council
24	5:01-7:00 pm	5:01 PM Professional Mixer – Landon Winery
31		Retail Live South Central 2023 – Austin, TX – jg, rh

2023 September **Board Meeting – 20th**

Day	Time	Meeting/Event	
4	CLOSED	Labor Day	
5	8:30-9:30 am	WDMA Meeting	
8-9		Wylie Championship Rodeo	
12	6:00 pm	City Council	
14		End of Summer – Picnic on Ballard	
17-20		IEDC 2023 Annual Conference – Dallas, TX – jg, rh	
19	5:30 pm	Legislative Dinner – City, ISD, CC, Chamber & EDC - Landon Winery	
20	7:30 am	WEDC- Board Meeting	
22	8:00 am	TEDC - Sales Tax Workshop, DFW/Richardson – mw, jg, rh	
26	6:00 pm	City Council - MFG Day Proclamation	
27	8:00-12:00	Rowlett Economic Development Summit - jg, rh	*RSVP Needed
28	5:01-7:00 pm	5:01 PM Professional Mixer – Creekside Fine Grill	

2023 October - Industry Appreciation Month **Board Meeting – 18th**

Day	Time	Meeting/Event	
3	8:30 am	WDMA Meeting	
5		Manufacturing Day – Engineering-Welding Tours	
5	4:00-7:00 pm	MFG Day Community Event - Sanden, Savage Precision Fabrication, Barco Pump	
10	6:00 pm	City Council	
11-13		TEDC Annual Conference – Houston, TX - jg	
18	7:30 am	WEDC- Board Meeting	
17		Manufacturing Day – Compounding Pharmacy Tours	
19		Manufacturing Day – Construction Tours	
21	5:45 pm	Hope’s Gate – Hope Under the Stars	
24	11:30 am	Wylie Chamber of Commerce – State of Wylie ISD & Collin College	*RSVP Needed
24	6:00 pm	City Council	
27		Manufacturing Day – Culinary Arts	

Around the Corner...

- OU EDI Fall 2023 Institute – Austin, TX – November 5-9
- Entrepreneurs Expo – November 15
- **TML Economic Development Conference – Bastrop, TX – November 16-17** *RSVP Needed
- TEDC Sales Tax Workshop Virtual – December 3 – 15 *RSVP Needed