

Wylie Economic Development Corporation

Board Regular Meeting



November 17, 2021 – 8:30 AM

Council Conference Room - 300 Country Club Road, Building #100,
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 October 20, 2021 Regular Meeting, November 8, 2021 Special Called Meeting, and November 12, 2021 Special Called Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the October 2021 WEDC Treasurer's Report.

REGULAR AGENDA

1. Consider and act upon FY 2021-2022 Budget Amendments.
2. Consider and act upon the award of bid for the F.M. 544 waterline extension to CalHar Construction, Inc. in the amount of \$209,959 and further authorize the Executive Director to execute any and all necessary documents.
3. Consider and act upon issues surrounding the disposition of WEDC property located at 103 S. Ballard.
4. Consider and act upon issues surrounding the disposition of WEDC property located at 410 E. Brown and 502 E. Brown.
5. Consider and act upon issues surrounding the disposition of WEDC property located at 401 N. Keefer.

DISCUSSION ITEMS

- DS1. Discussion regarding ICSC- Here, We Go. 2021.
- DS2. Discussion regarding the establishment of protocols/standards for notification and exchange of documents for Temporary Access Agreements with WEDC.
- DS3. Discussion regarding the Purchase and Sale Agreement between the WEDC and Hanalei Texas, LLC.
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DS4. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, New Board Member Handbook, WEDC Work Session and Board Tour, 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 Brown/Eubanks, FM 544/Cooper, Jackson/Oak, State Hwy 78/Ballard, 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: 2017-10a, 2020-11b, 2021-4a, 2021-6a, 2021-6c, 2021-8a, 2021-8b, 2021-9e, and 2021-9g.

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 November 12, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board or a consultation with the attorney for the City should be held or is required, then

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

Texas Government Code Section:

§ 551.071 – Private consultation with an attorney for the City.

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

§ 551.073 – Discussing prospective gift or donation to the City.

§ 551.074 – Discussing personnel or to hear complaints against personnel.

§ 551.076 – Discussing deployment of security personnel or devices or security audit.

§ 551.087 – Discussing certain economic development matters.

Minutes
Wylie Economic Development Corporation
Board of Directors Special Called Meeting
October 20, 2021 – 8:30 A.M.
300 Country Club Road, Building #100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

Vice-President Melisa Whitehead called the meeting to order at 8:42 a.m. Board Members present were Gino Mulliqi and Tim Gilchrist. President Demond Dawkins arrived at 8:44 a.m.

Ex-Officio Members Mayor Matthew Porter and Interim City Manager Brent Parker were present.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Angel Wygant 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 September 15, 2021 Regular Meeting and September 27, 2021 Special Called Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the September 2021 WEDC Treasurer's Report.**

Board Action

A motion was made by Gino Mulliqi, seconded by Tim Gilchrist, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 3-0.

REGULAR AGENDA

President Demond Dawkins arrived during discussion of Item 1.

- 1. Consider and act upon a First Amendment to the Purchase and Sale Agreement between the WEDC and Victory Group, LLC.**

Staff Comments

Staff referenced the July 21, 2021 Board approval of the Purchase & Sale Agreement with Victory Group, LLC for the sale of property at 201 Industrial Court. Victory Group is requesting to extend the "Approval Period" in the contract from 90 days to December 15, 2021, in order to provide additional time to obtain Planning and Zoning approval on November 16th and City Council approval on December 14th. Staff noted that the Victory Group request is not for an extension to the approval period, but an amendment to the original agreement, which still allows for extension opportunities.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to approve a First Amendment to the Purchase and Sale Agreement between the WEDC and Victory Group, LLC for the sale of approximately .29-acre of real property and further authorize the WEDC Board President to execute all documentation necessary to effectuate the transactions. A vote was taken, and the motion passed 4-0.

DISCUSSION ITEMS

DS1. Discussion regarding ICSC- Here, We Go. 2021.

Staff discussed the upcoming ICSC conference that will take place December 5-7 in Las Vegas. The Board discussed the selection of Board Members to attend the conference and the potential to attend another conference in Spring '22. All Board Members in attendance expressed interest in attending ICSC- Here, We Go. 2021. After further discussion, the Board opted to send President Dawkins and Vice-President Whitehead to the December conference and allow the remaining members to attend the spring ICSC event.

DS2. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, New Board Member Handbook, WEDC Work Session and Board Tour, and WEDC Activities/Programs.

Staff noted that the tenant at 100 W. Oak was appreciative of the opportunity to make improvements at their location. Staff discussed working toward the demolition of structures at Ballard, Brown, and Kirby, with tenants being provided proper notification as needed. Multiple bids would be requested with cost comparisons for salvaging the brick structure or shell of the buildings versus complete demolition of 103 S Ballard. The Board discussed preference to demolishing the entire structure. Additional updates include environmental boring that is taking place at the site of the old cotton gin at Hwy 78 and Brown.

Staff has continued to work on the downtown parking project, with surveying, topography and full elevations in progress. Staff will meet with the city when additional information is available so that all options can be considered. The insurance claim for the WEDC offices will be closed once all replacement items have been received. Final transfers of insurance funds to appropriate accounts will be made at that time.

Staff discussed the upcoming WEDC Work Session and Board Tour. After further Board discussion, it was determined that November 29th would be the best date option for the Work Session and Board Tour.

Staff discussed the Manufacturing Day proclamations and additional upcoming tours which will highlight graphic design and video production. Staff discussed the overall scope of the 2021 Manufacturing Day Program and the October Chamber luncheon featuring Manufacturing Month. Staff discussed articles of interest related to our market and will monitor future articles for Board reference.

EXECUTIVE SESSION

Recessed into Closed Session at 9:21 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, Jackson/Oak, State Hwy 78/Ballard, 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: 2017-10a, 2020-11b, 2021-4a, 2021-4b, 2021-4c, 2021-6a, 2021-6c, 2021-8a, 2021-8b, 2021-9c, 2021-9e, 2021-9f, and 2021-10a.

President Dawkins left the meeting at 10:34 a.m. during Executive Session.

RECONVENE INTO OPEN SESSION

Take any action as a result of the Executive Session.

Vice-President Whitehead reconvened into Open Session at 10:49 a.m. and the Board took the following action:

Board Action

A motion was made by Tim Gilchrist, seconded by Gino Mulliqi, to authorize the purchase of a 0.489-acre lot, generally located at 401 N. Keefer Drive, in the amount of \$237,951.39, further authorizing the WEDC Board President to execute all documentation necessary to effectuate the transaction. A vote was taken, and the motion passed 3-0.

FUTURE AGENDA ITEMS

Vice-President Whitehead requested that a discussion regarding the establishment of protocols/standards for notification and exchange of documents for Temporary Access Agreements be added to the next agenda.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 10:51 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

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

CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the special called meeting to order at 8:55 a.m. Board Members present were Melisa Whitehead and Gino Mulliqi.

Ex-Officio Members Mayor Matthew Porter and Interim City Manager Brent Parker were present.

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

COMMENTS ON NON-AGENDA ITEMS

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

REGULAR AGENDA

- 1. Consider and act upon the Purchase and Sale Agreement between the WEDC and Hanalei Texas, LLC.**

Staff Comments

Staff discussed the Purchase and Sale Agreement for the .0860-acre lot at 104 S. Ballard. Due to timing issues, a special meeting was called in order to meet the requirements within the agreement. The feasibility period of this agreement is 30 days after the effective date, with closing taking place 30 days after the expiration of the feasibility period. Staff noted that additional information will be provided after attorneys review the lease agreement currently in place on this property. Board Member Mulliqi inquired about the inspection of the property, with staff advising that at a minimum a Phase I inspection would take place.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to approve a Purchase and Sale Agreement between the WEDC and Hanalei Texas, LLC for the purchase of approximately .0860-acre of real property located at 104 S. Ballard and further authorize the WEDC President to execute all documentation necessary to effectuate the transaction. A vote was taken, and the motion passed 3-0.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 9:00 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

Minutes
Wylie Economic Development Corporation
Board of Directors Special Called Meeting
November 12, 2021 – 8:00 A.M.
300 Country Club Road, Building #100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the special called meeting to order at 8:02 a.m. Board Members present were Melisa Whitehead, Gino Mulliqi, and Blake Brininstool.

Ex-Officio Member Interim City Manager Brent Parker was present. Ex-Officio Member Mayor Matthew Porter arrived at 8:06 a.m.

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

COMMENTS ON NON-AGENDA ITEMS

With no citizen participation, President Dawkins moved to Executive Session.

EXECUTIVE SESSION

Mayor Porter arrived at the beginning of Executive Session.

Recessed into Closed Session at 8:03 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

ES1. Consider the sale or acquisition of properties located at FM 544/Cooper 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: 2017-10a, 2020-11b, 2021-4a, 2021-6a, and 2021-9c.

RECONVENE INTO OPEN SESSION

Take any action as a result of the Executive Session.

President Dawkins reconvened into Open Session at 8:59 a.m. and the Board took the following action:

Board Action

A motion was made by Gino Mulliqi, seconded by Blake Brininstool, to authorize the Executive Director to execute a Performance Agreement between the Wylie EDC with AXL, LLC (Project 2021-9c) in an amount not to exceed \$65,000. Upon proof of relocation costs in excess of \$65,000 and proof

of Certificate of Occupancy no later than 12-31-21, the company is entitled to receive four incentive payments. The performance agreement is to be paid as follows:

- Incentive #1, upon proof of CO, and proof of relocation costs, the company will receive a reimbursement incentive in the amount of \$35,000 and an employee incentive of \$500 for each incumbent worker and \$1,000 for each new hire.
- Incentive #2, payable 12 months after CO, the company will receive an employee incentive of \$1,000 for each new hire over the baseline employment established in Incentive # 1.
- Incentive #3, payable 24 months after CO, the company will receive an employee incentive of \$1,000 for each new hire over the baseline employment established in Incentive #2.
- Incentive #4, payable 36 months after CO, the company will receive an employee incentive of \$1,000 for each new hire over the baseline employment established in Incentive #3.

Incentive numbers two, three, and four are also contingent upon proof of ongoing operations, and proof that the company is current on taxes. The cumulative incentive cannot exceed \$65,000.

A vote was taken, and the motion passed 4-0.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 9:02 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>B</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/5/21</u>	Exhibits:	<u>4</u>

Subject

Consider and act upon approval of the October 2021 WEDC Treasurer’s Report.

Recommendation

Motion to approve the October 2021 WEDC Treasurer’s Report.

Discussion

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

The Series 2021 Note was finalized on October 5th. As a result, revenues and expenses now need to be adjusted via a Budget Amendment to reflect the receipt of additional revenue within Bank Note Proceeds and subsequent expenses within Principal/Interest, Land, and Special Services.

REVENUES:
Sales Tax Revenue earned in August, allocated in October, was \$326,382.38, an increase of 30.89% over the same period in 2020.

Bank Note Proceeds in the amount of \$8,108,000 were received. (Of these proceeds, \$3,217,638.94 are realized and \$4,890,361.06 were used to pay off existing debt.)

EXPENSES:
Special Services
\$108,000 Loan Initiation Costs for Series 2021 Note

Principal Payment
\$4,110,003.45 (Payoff) Hwy 78/Brown Loan
\$661,041.28 (Payoff) Whirlpool Loan
(\$61,923.03) Reimbursement from American National Bank for Loan Payout Difference

Interest Payment

\$10,390.78 (Payoff) Hwy 78/Brown Loan

\$925.55 (Payoff) Whirlpool Loan

Land Purchase

\$3,000,441.20 802 W. Kirby

\$237,951.39 401 N. Keefer

		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	3,789,966.00	3,789,966.00	0.00	0.00	-3,789,966.00	100.00 %
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	219.69	219.69	-5,780.31	96.34 %
111-4000-48110	RENTAL INCOME	132,240.00	132,240.00	7,235.00	7,235.00	-125,005.00	94.53 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	9.96	9.96	9.96	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	0.00	0.00	-2,601,116.00	100.00 %
111-4000-49325	BANK NOTE PROCEEDS	0.00	0.00	8,108,000.00	8,108,000.00	8,108,000.00	0.00 %
	Revenue Total:	6,529,322.00	6,529,322.00	8,115,464.65	8,115,464.65	1,586,142.65	24.29%
Expense							
111-5611-51110	SALARIES	286,558.00	286,558.00	11,318.76	11,318.76	275,239.24	96.05 %
111-5611-51140	LONGEVITY PAY	729.00	729.00	0.00	0.00	729.00	100.00 %
111-5611-51310	TMRS	44,530.00	44,530.00	1,754.40	1,754.40	42,775.60	96.06 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,129.42	3,129.42	46,174.58	93.65 %
111-5611-51420	LONG-TERM DISABILITY	1,707.00	1,707.00	0.00	0.00	1,707.00	100.00 %
111-5611-51440	FICA	18,623.00	18,623.00	626.10	626.10	17,996.90	96.64 %
111-5611-51450	MEDICARE	4,355.00	4,355.00	146.42	146.42	4,208.58	96.64 %
111-5611-51470	WORKERS COMP PREMIUM	378.00	378.00	351.92	351.92	26.08	6.90 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00 %
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	50.00	50.00	4,950.00	99.00 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	0.00	0.00	300.00	100.00 %
111-5611-52810	FOOD SUPPLIES	6,100.00	6,100.00	724.31	724.31	5,375.69	88.13 %
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	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
111-5611-56030	INCENTIVES	1,043,973.00	1,043,973.00	0.00	0.00	1,043,973.00	100.00 %
111-5611-56040	SPECIAL SERVICES	118,156.00	118,156.00	113,602.74	113,602.74	4,553.26	3.85 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	4,800.00	4,800.00	124,300.00	96.28 %
111-5611-56090	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	0.00	0.00	52,050.00	100.00 %
111-5611-56110	COMMUNICATIONS	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	2,250.00	24,750.00	91.67 %
111-5611-56210	TRAVEL & TRAINING	74,600.00	74,600.00	752.55	752.55	73,847.45	98.99 %
111-5611-56250	DUES & SUBSCRIPTIONS	39,810.00	39,810.00	10,981.23	10,981.23	28,828.77	72.42 %
111-5611-56310	INSURANCE	6,303.00	6,303.00	5,155.01	5,155.01	1,147.99	18.21 %
111-5611-56510	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	87,500.00	0.00	0.00	87,500.00	100.00 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %
111-5611-57410	PRINCIPAL PAYMENT	694,127.33	694,127.33	4,711,577.72	4,711,577.72	-4,017,450.39	-578.78 %
111-5611-57415	INTEREST EXPENSE	315,135.79	315,135.79	11,969.46	11,969.46	303,166.33	96.20 %
111-5611-58110	LAND-PURCHASE PRICE	0.00	0.00	3,238,392.59	3,238,392.59	-3,238,392.59	0.00 %
111-5611-58210	STREETS & ALLEYS	2,175,000.00	2,175,000.00	0.00	0.00	2,175,000.00	100.00 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	-3,238,392.59	-3,238,392.59	3,238,392.59	0.00 %
	Expense Total:	5,231,219.12	5,231,219.12	4,879,190.04	4,879,190.04	352,029.08	6.73%
	Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	1,298,102.88	3,236,274.61	3,236,274.61	1,938,171.73	-149.31%
Fund: 922 - GEN LONG TERM DEBT (WEDC)							
Revenue							
922-4000-49325	BANK NOTE PROCEEDS	0.00	0.00	-8,108,000.00	-8,108,000.00	-8,108,000.00	0.00 %
	Revenue Total:	0.00	0.00	-8,108,000.00	-8,108,000.00	-8,108,000.00	0.00%

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
922-5611-57410 PRINCIPAL PAYMENT	0.00	0.00	-4,711,577.72	-4,711,577.72	4,711,577.72	0.00 %
Expense Total:	0.00	0.00	-4,711,577.72	-4,711,577.72	4,711,577.72	0.00%
Fund: 922 - GEN LONG TERM DEBT (WEDC) Surplus (Deficit):	0.00	0.00	-3,396,422.28	-3,396,422.28	-3,396,422.28	0.00%
Report Surplus (Deficit):	1,298,102.88	1,298,102.88	-160,147.67	-160,147.67	-1,458,250.55	112.34%

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	6,529,322.00	6,529,322.00	8,115,464.65	8,115,464.65	1,586,142.65	24.29%
Expense	5,231,219.12	5,231,219.12	4,879,190.04	4,879,190.04	352,029.08	6.73%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	1,298,102.88	3,236,274.61	3,236,274.61	1,938,171.73	-149.31%
Fund: 922 - GEN LONG TERM DEBT (WEDC)						
Revenue	0.00	0.00	-8,108,000.00	-8,108,000.00	-8,108,000.00	0.00%
Expense	0.00	0.00	-4,711,577.72	-4,711,577.72	4,711,577.72	0.00%
Fund: 922 - GEN LONG TERM DEBT (WEDC) Surplus (Deficit):	0.00	0.00	-3,396,422.28	-3,396,422.28	-3,396,422.28	0.00%
Report Surplus (Deficit):	1,298,102.88	1,298,102.88	-160,147.67	-160,147.67	-1,458,250.55	112.34%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	1,298,102.88	3,236,274.61	3,236,274.61	1,938,171.73
922 - GEN LONG TERM DEBT (WEDC)	0.00	0.00	-3,396,422.28	-3,396,422.28	-3,396,422.28
Report Surplus (Deficit):	1,298,102.88	1,298,102.88	-160,147.67	-160,147.67	-1,458,250.55

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

Assets

Cash and cash equivalents	\$ 3,220,074.42	
Receivables	\$ 60,000.00	<i>Note 1</i>
Inventories	\$ 15,673,662.29	
Prepaid Items	\$ -	
Total Assets	\$ 18,953,736.71	

Deferred Outflows of Resources

Pensions	\$ 95,608.55
Total deferred outflows of resources	\$ 95,608.55

Liabilities

Accounts Payable and other current liabilities	\$ 5,330.91	
Unearned Revenue	\$ 1,200.00	<i>Note 2</i>
Non current liabilities:		
Due within one year	\$ 289,338.66	<i>Note 3</i>
Due in more than one year	\$ 8,239,923.64	
Total Liabilities	\$ 8,535,793.21	

Deferred Inflows of Resources

Pensions	\$ (47,711.41)
Total deferred inflows of resources	\$ (47,711.41)

Net Position

Net investment in capital assets	\$ -
Unrestricted	\$ 10,465,840.64
Total Net Position	\$ 10,465,840.64

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

Note 2: Deposits from rental property

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

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	3,218,074.42
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	60,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	15,673,662.29
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	453,367.00
	Total Assets:	19,407,103.71
		<u>19,407,103.71</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	4,331.62
111-2000-20117	TMRS PAYABLE	0.00
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	812.48
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	0.00
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	88.56
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	86.25
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	453,367.00
111-2000-20810	DUE TO GENERAL FUND	0.00

Balance Sheet

As Of 10/31/2021

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	0.00
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:	459,897.91

Equity		
111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	15,710,931.19
	Total Beginning Equity:	15,710,931.19
Total Revenue		8,115,464.65
Total Expense		4,879,190.04
Revenues Over/Under Expenses		3,236,274.61
	Total Equity and Current Surplus (Deficit):	18,947,205.80
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>19,407,103.71</u>

Balance Sheet

As Of 10/31/2021

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
922-1000-10312	GOVERNMENT NOTES	0.00
922-1000-18110	LOAN - WEDC	0.00
922-1000-18120	LOAN - BIRMINGHAM	0.00
922-1000-18210	AMOUNT TO BE PROVIDED	0.00
922-1000-18220	BIRMINGHAM LOAN	0.00
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,997.29
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,800.00
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	55,810.78
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-46,839.41
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-872.00
	Total Assets:	47,897.14
		<u>47,897.14</u>
Liability		
922-2000-20310	COMPENSATED ABSENCES PAYABLE	11,572.98
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	20,727.84
922-2000-21410	ACCRUED INTEREST PAYABLE	9,604.44
922-2000-28205	WEDC LOANS/CURRENT	-2,456.02
922-2000-28220	BIRMINGHAM LOAN	0.00
922-2000-28230	INWOOD LOAN	0.00
922-2000-28232	ANB LOAN/EDGE	0.00
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00
922-2000-28235	ANB LOAN	0.00
922-2000-28236	ANB CONSTRUCTION LOAN	0.00
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
922-2000-28238	ANB LOAN/BUCHANAN	0.00
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
922-2000-28240	HUGHES LOAN	0.00
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	0.00
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	0.00
922-2000-28246	GOVCAP LOAN/KIRBY	8,108,000.00
922-2000-28247	JARRARD LOAN	174,168.89
922-2000-28250	CITY OF WYLIE LOAN	0.00
922-2000-28260	PRIME KUTS LOAN	0.00
922-2000-28270	BOWLAND/ANDERSON LOAN	0.00
922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00
922-2000-28290	HOBART/COMMERCE LOAN	0.00
922-2000-29150	NET PENSION LIABILITY	199,184.17
922-2000-29151	SDBF LIABILITY	8,460.00
	Total Liability:	8,529,262.30
Equity		
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-4,964,678.88
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00
	Total Beginning Equity:	-5,084,942.88
Total Revenue		-8,108,000.00
Total Expense		-4,711,577.72
Revenues Over/Under Expenses		-3,396,422.28
	Total Equity and Current Surplus (Deficit):	-8,481,365.16
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>47,897.14</u>

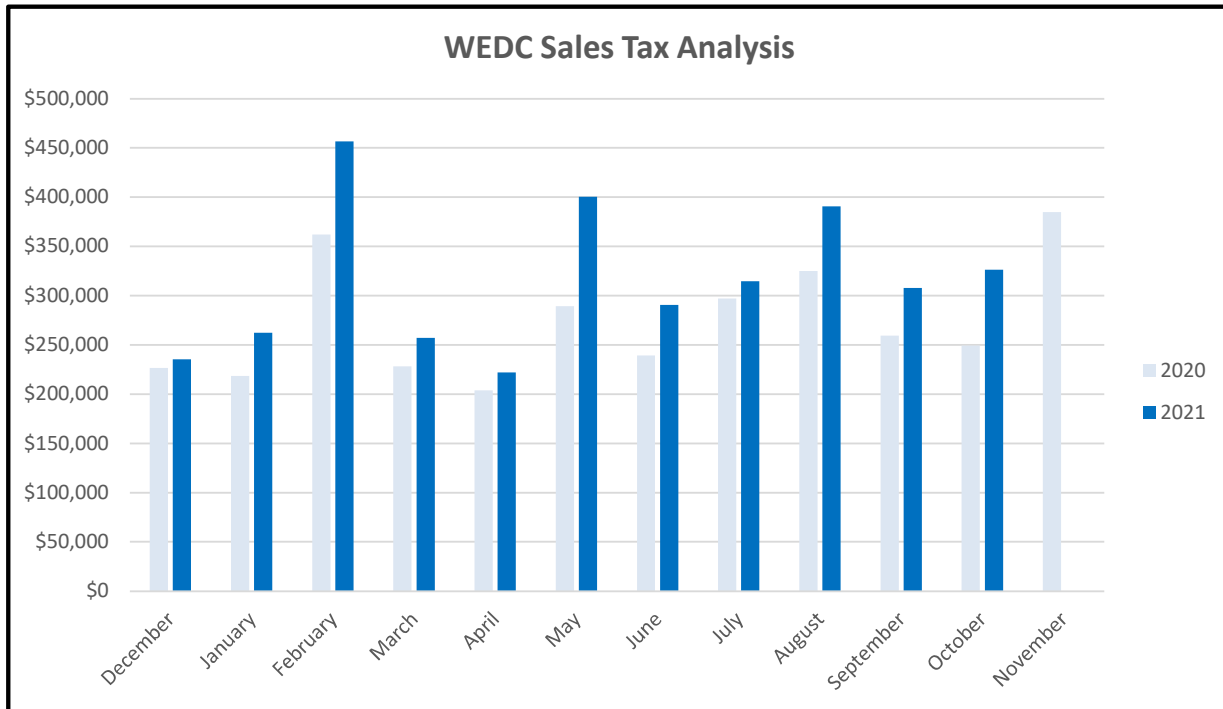
Wylie Economic Development Corporation

SALES TAX REPORT

October 31, 2021

BUDGETED YEAR

MONTH	FY 2018	FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21
DECEMBER	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 94,442.17	26.08%
MARCH	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 29,096.57	12.76%
APRIL	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 17,985.98	8.82%
MAY	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 111,147.35	38.43%
JUNE	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ 51,246.57	21.41%
JULY	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ 17,605.10	5.93%
AUGUST	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ 65,686.42	20.20%
SEPTEMBER	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ 48,423.26	18.68%
OCTOBER	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ 77,025.36	30.89%
NOVEMBER	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89			
Sub-Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,463,657.66	\$ 565,119.45	17.62%
Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,463,657.66	\$ 565,119.45	17.62%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: October SlsTx Revenue is actually August SlsTx and is therefore the 11th allocation in FY21.

AGENDA REPORT

Meeting Date: November 17, 2021 **Item Number:** 1
Prepared By: Jason Greiner **Account Code:** _____
Date Prepared: 11/12/21 **Exhibits:** _____

Subject

Consider and act upon FY 2021-2022 Budget Amendments.

Recommendation

Staff recommends that the WEDC Board of Directors approve the FY 2021-2022 Budget Amendments.

Discussion

Staff will submit FY 2021-2022 Budget Amendments for consideration by City Council on December 14, 2021. The WEDC amendments detailed below adjust the budget to account for items that were either anticipated to occur in FY 20-21 but were delayed or need to be amended following receipt of loan proceeds and subsequent real estate transactions from the Series 2021 Note.

Revenues

111-4000-49325 Bank Note Proceeds

Receipt of Loan Proceeds: \$8,108,000.00

(Of these proceeds, \$3,217,638.94 are realized and \$4,890,361.06 were used to pay off existing loans.)

Expenses

111-5611-56040 Special Services

Loan Initiation Costs: \$ 108,000.00

Demolition Costs: \$ 71,000.00

111-5611-57410 Principal Payment

Payoff of 78/Brown loan: \$ 4,110,003.45

Payoff of Whirlpool loan: \$ 661,041.28

Reimbursement from ANB: (\$ 61,923.03)

111-5611-57415 Interest Payment

Payoff of 78/Brown Loan \$ 10,390.78

Payoff of Whirlpool Loan \$ 925.55

111-5611-58110 Land-Purchase Price

802 W. Kirby	\$ 3,000,441.20
401 N. Keefer	\$ 237,951.39
104 S. Ballard	\$ 480,000.00

111-5611-58210 Streets & Alleys

CalHar- FM 544 Waterline	\$ 250,000.00
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These Budget Amendments will need to be approved by City Council on December 14, 2021.

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>2</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>2/10/21</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon the award of bid for the F.M. 544 waterline extension to CalHar Construction, Inc. in the amount of \$209,959 and further authorize the Executive Director to execute any and all necessary documents.

Recommendation

Motion to award bid to CalHar Construction, Inc. in the amount of \$209,959, and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board will recall, this item was approved in March 2021. However, due to timing issues with the KCS permitting approval, the project was not completed in FY 20-21. This item is being brought back for Board consideration in FY 21-22.

Additional anticipated costs that are not included in this bid:

- JLL & KCS Permits - \$9,375 (already paid)
- Mobilization - \$2,000
- Observer - \$1,500 per day (est. 10 days)
- Flagmen - \$1,000 per day (est. 10 days)
- City of Wylie testing – TBD

This waterline extension runs from Cooper, west down FM 544 and under the railroad tracks. The infrastructure project is needed to develop the 544 Gateway Property and to provide adequate utilities for the WEDC Redevelopment generally located at 802 West Kirby St.

Since this construction project was not budgeted in FY 22, a Budget Amendment will be necessary to fund this expense in the current fiscal year.

**CONSTRUCTION AGREEMENT BETWEEN
WYLIE ECONOMIC DEVELOPMENT CORPORATION AND CALHAR
CONSTRUCTION, INC.**

The **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (“WEDC”), and **CALHAR CONSTRUCTION, INC.**, a Texas corporation (“Contractor”), hereby enter into this Construction Agreement (“Agreement”). WEDC and Contractor are sometimes referred to collectively as the “parties” or individually as a “party”.

WHEREAS, Contractor submitted Proposal #220022D for construction of an 8” water line and related utilities work along FM 544 to WEDC, which is attached hereto as **Exhibit A** and incorporated herein by reference for all purposes (“Proposal”); and

WHEREAS, based on Contractor’s representations in the Proposal, WEDC has selected Contractor to provide the services sought in the Proposal under the terms and conditions of this Agreement (“Project”).

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

1. **Scope of Services**. Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, “Services”). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by WEDC (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the WEDC will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the WEDC’s authorization for the execution of said Change Order. Contractor agrees that WEDC’s project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.
2. **Term**. All Services in connection with this Project must be completed, inspected, and accepted by WEDC by the close of business on January 21, 2022. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to WEDC’s satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to WEDC’s satisfaction.
3. **Compensation**. In exchange for performance of the Services as described in the Agreement Documents, WEDC agrees to pay the Contractor in an amount not to exceed *Two Hundred Nine Thousand Nine Hundred Fifty-Nine and No/100 Dollars* (\$209,959.00) (“Contractor’s Fee”) for the completion of the Project contemplated by and in accordance

with the Agreement Documents as follows:

- a. On a monthly basis, Contractor shall submit a written invoice to WEDC for all Services completed in the immediately preceding month. At the same time, Contractor shall submit a written proposal for the Contractor's schedule of work for the subsequent month; WEDC must approve the proposal, in writing, before Contractor is authorized to commence any work on the Project. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by WEDC within thirty (30) days after WEDC finally accepts the Services described in each such invoice in accordance with the Agreement Documents and WEDC's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising. Notwithstanding anything to the contrary herein, WEDC shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.
 - b. Contractor and WEDC acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of WEDC, which fiscal year ends on September 30th of each year, shall be subject to WEDC approval. In the event that the WEDC does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that WEDC shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.
4. Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, WEDC will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay WEDC the sum of *Five Hundred and No/100 Dollars* (\$500.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by WEDC as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.
5. Agreement Documents. The "Agreement Documents", as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:
- a. This Agreement;
 - b. Proposal, attached hereto as **Exhibit A**;
 - c. WEDC's Insurance Requirements, attached hereto as **Exhibit B**;

- d. City of Wylie's Standard Construction Details (which is on file in with the City Engineering Department);
- e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of Wylie's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department), if any;
- f. Affidavit of No Prohibited Interested, attached hereto as **Exhibit C**; and
- g. Conflict of Interest Questionnaire, attached hereto as **Exhibit D**.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C** and **Exhibit D** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, **Exhibit C**, **Exhibit D** and **Exhibit B** shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, WEDC's interpretation and/or decision shall be final and binding.

- 6. **Payment and Performance Bond**. Prior to commencing work under this Agreement, Contractor shall furnish to WEDC a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure WEDC is indemnified: (i) against any claims for non-payment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to WEDC's final acceptance of the Project, Contractor shall furnish to WEDC a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues WEDC may have regarding the Project after WEDC finally accepts the same.

The bonds required by WEDC pursuant to this Section 6 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of WEDC.

- 7. **Entire Agreement**. The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
- 8. **Required Insurance**. Contractor shall not start work under this Agreement until Contractor

has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in WEDC's Insurance Requirements, attached hereto as **Exhibit B** and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to WEDC. Contractor also shall comply with all other requirements set forth in **Exhibit C**.

9. **No Prohibited Interest; Vendor Disclosure.** Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the WEDC. Contractor shall execute and deliver to WEDC the Affidavit of No Prohibited Interest, attached hereto as **Exhibit D** and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to WEDC the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. **Indemnity.** **CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS WEDC AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "WEDC" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WEDC (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST WEDC BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH**

CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, WEDC SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WEDC, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WEDC IN WRITING. WEDC RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WEDC IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WEDC IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND WEDC OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY WEDC PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN WEDC-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WEDC'S WRITTEN NOTICE THAT WEDC IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WEDC SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY WEDC.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. WEDC assumes no such responsibility or liability. WEDC shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.
12. Compliance with Laws; Standard of Care. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify WEDC in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar

circumstances in the State of Texas.

13. Termination. WEDC is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

WEDC is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then WEDC shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by WEDC shall not be deemed a waiver of any other right or remedy of WEDC.

If after exercising any remedy provided herein, the cost to WEDC of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse WEDC for such excess, without waiver of any other right or remedy of WEDC.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
15. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of WEDC. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to WEDC as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.
16. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, WEDC has not waived, nor shall be deemed to have waived, any defense or immunity that the City of Wylie may have, including governmental, sovereign and official immunity, that would otherwise be available to it against claims

arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
18. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
19. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between WEDC and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
20. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
21. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
22. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
23. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
24. Indemnity. The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.
25. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery

service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: CalHar Construction, Inc.
Attn: David Lippert
2138 CalHar Drive
Melissa, Texas 75454

If to WEDC, to: Wylie Economic Development Corporation
Attn: Jason Greiner
250 South Highway 78
Wylie, Texas 75098

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Chris Zillmer
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069

26. Representations. Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.
27. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of WEDC; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between WEDC and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between WEDC and Contractor.
28. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of WEDC and the authorized representative of Contractor.
29. Reference to Contractor. When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.
30. Reference to WEDC. When referring to "WEDC" herein, this Agreement shall refer to and be binding upon WEDC, its officers, agents, representatives, employees and/or any

other authorized third parties for whom WEDC is legally responsible.

31. Debarment/Suspension. WEDC is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. WEDC, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
32. Restrictions on Lobbying. WEDC and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.
33. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
34. Duty to Facilitate Compliance with Public Information Act.
 - a. The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by WEDC; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by WEDC in a fiscal year of the WEDC.
 - b. If this Agreement is described in subsection a. above, Contractor shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
 - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to WEDC for the duration of this Agreement;
 - (2) promptly provide to WEDC any contracting information related to this Agreement that is in the custody or possession of Contractor on request of WEDC; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to WEDC all contracting information related to the contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to WEDC.

- c. As used in this provision, the term “contracting information” shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.
 - d. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.
36. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, of **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, on its behalf.

Notary Public, State of Texas

CALHAR CONSTRUCTION, INC., a Texas corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of **CALHAR CONSTRUCTION, INC.**, a Texas corporation, on its behalf.

Notary Public, State of Texas

Exhibit A
Proposal

August 25, 2021

PAGE 1 OF 2

Wylie Economic Development Corp.
250 S. Highway 78
Wylie, TX 75098



Attn: Mr. Jason Greiner

Proposal #220022D: Site Utilities for Wylie EDC F. M. 544 8" Water Line in Wylie, Texas.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization & Bonds	1	LS	\$ 10,000.00	\$ 10,000.00
2	8"x8"x8" Tee & Connect to Existing 8" Water Line	2	EA	\$ 6,800.00	\$ 13,600.00
3	8" Gate Valve	2	EA	\$ 2,600.00	\$ 5,200.00
4	8" Water Line with Embedment by Open Cut	382	LF	\$ 95.00	\$ 36,290.00
5	8" Water Line with 16" Steel Encasement by Other Than Open Cut	95	LF	\$ 660.00	\$ 62,700.00
6	8" Water Line with 16" Steel Encasement by Open Cut	45	LF	\$ 270.00	\$ 12,150.00
7	Full Depth Saw-Cut Concrete Pavement & Curb	56	LF	\$ 10.00	\$ 560.00
8	Remove Existing Reinforced Concrete Pavement	21	SY	\$ 65.00	\$ 1,365.00
9	Construct 8" Reinforced Concrete Pavement	21	SY	\$ 230.00	\$ 4,830.00
10	Construct 6" Flexible Base	23	SY	\$ 40.00	\$ 920.00
11	Construct 6" Monolithic Concrete Curb	14	LF	\$ 15.00	\$ 210.00
12	Restore Ground Cover (block sod)	1675	SY	\$ 25.00	\$ 41,875.00
13	Design & Provide Trench Safety Systems	427	LF	\$ 17.00	\$ 7,259.00
14	Provide Message Board & Traffic Control for Cooper Drive Closure	1	LS	\$ 13,000.00	\$ 13,000.00
				TOTAL	\$ 209,959.00

THE FOLLOWING ITEMS ARE INCLUDED IN THE ABOVE UNIT PRICES:

1	Staking/Layout	1	LS		
2	Pipe Testing	1	LS		
3	City Public Maintenance Bond (2yr 100%)	1	LS		
4	City Payment/Performance Bonds	1	LS		
5	Locate/Verify Existing Utilities	1	LS		
6	Spoil/Demolition Haul Off	1	LS		
7	Railroad P.L.I.	1	LS		
8	Site Cleanup	1	LS		
9	Sanitary Facility (onsite)	1	LS		
10	SWPPP/NOI/Erosion Control	1	LS		

2138 CalHar Drive
Melissa, Texas 75454

"Helping build the DFW area since 1993"

Bus: 972-838-2888
Fax: 972-838-2299



NOTES

- 1) Survey CAD plans or disk to be supplied to us for the utility locations.
- 2) The following plans were used in preparing this proposal: Civil Bid Set dated 12-4-19.
- 3) Costs for resolution of conflicts, between proposed and existing utilities, if any, are excluded.
- 4) We have included (1) mobilization. Additional mobilizations, not caused by CalHar, will be added for an adequate rate to cover the size of the crew being mobilized.
- 5) Value of any deleted scope from this proposal to be approved by CalHar Construction.
- 6) Rock excavation is excluded.
- 7) Replacement of incompatible, rotten, or other undesirable backfill, if required, is excluded.
- 8) Well pointing or excessive ground dewatering is excluded.
- 9) Material pricing is valid for 15 days from August 25, 2021.
- 10) Sales tax is excluded.
- 11) TxDOT fees, permits, and plan submittals are excluded.
- 12) Trench backfill, above the pipe embedment, is bid as using excavated, onsite trench spoils.
- 13) All work is bid to be done during normal work hours and days.
- 14) See attached insurance certificate for current limits and coverage's. No other coverage's, limits, or special wording is included without adding additional costs. KCSRR insurance costs are included.
- 15) All costs associated with franchised utilities, including pole bracing, are excluded.
- 16) It's unclear who is to pay for material and geotechnical testing. All testing costs are excluded at bid time.
- 17) All fees associated with the KCSRR permit, except for insurance, are excluded.
- 18) Note that the bore may need to be lengthened, and costs added, due to unknown site conditions or conflicts.
- 19) T.V. or Testing of existing utilities is excluded. Cleaning of existing sanitary/storm lines is excluded.
- 20) Staging/storage areas are assumed to be the two empty lots on either side of the KCSRR tracks.
- 21) City inspection fees are assumed to be waived.
- 22) Erosion control is assumed to be, and is included as: silt fence (525 LF) and construction entrances (2 EA).

**Please call me if you have any question about this proposal.
David Lippert**

2138 CalHar Drive
Melissa, Texas 75454

"Helping build the DFW area since 1993"

Bus: 972-838-2888
Fax: 972-838-2299

Exhibit B
WEDC Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the WEDC, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable).
- B. Such policies shall require the provision of written notice to WEDC at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against WEDC for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project. If the Agreement is renewed or extended by WEDC, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to WEDC prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

Coverage Required	Limits
<u>X</u> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u>X</u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
— 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

-
4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
-
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- X 6. WEDC and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage WEDC may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against WEDC for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name WEDC as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- X 11. Other Insurance Requirements (State Below):

All insurance requirements set forth in the Utility Permit Application, Kansas City Southern Railway, dated April 19, 2021, a copy of which is attached hereto as **Exhibit B-1**

Exhibit B-1
Utility Permit Application



Utility Permit Application
Kansas City Southern Railway
4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

How To Apply

In an effort to effectively facilitate the permit process, The Kansas City Southern Railway Company ("KCS") partnered with JLL who is committed to provide professional permitting services. This application website is designed to collect all of the information required to apply for a permit with KCS through JLL. It will also allow the applicant to upload all the required documents. The applicant can return to the application website to monitor the status.

If the application cannot be completed online, print and complete the application and mail the same with all the required documentation and application fees. Required documentation may include, but not be limited to:

- Drawing of area to be occupied pursuant to Section G of the Specific Requirements.
- Aerial of area to be occupied showing at least one (1) adjacent crossing (aerial image must match what it says about the nearest crossing on the application).
- Plan and profile of the installation.
- Shoring design and calculations, if required.
- Horizontal and vertical clearances to various railroad facilities including tracks, signal structures, bridges, culverts, existing utilities, etc.

APPLICATION FEES:

- Applicant shall pay a one-time \$2,500 non-refundable processing fee, payable to JLL (if proposed installation is parallel to KCS ROW, call Denise Case). Processing fee must be sent with application or the application will be returned. The processing fee covers a standard application review. If additional review is required for other conditions such as structural, electrical, railroad signal wiring/equipment, geotechnical, environmental, etc. an additional processing fee may be warranted and charged. JLL will notify applicant in advance of such additional review prior to assessing any additional processing fees.
- Payment of all additional fees is due prior to any construction. The non-refundable processing fee does not include any fees for:

- **One-time Agreement Fee**
- **Insurance**
- **Flagging/Construction Observation**

For all questions associated with utility permits please contact:

Denise Case
Permit Manager
JLL - Rail Practice Group
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Phone: (817) 230-2614
Email: Denise.Case@am.jll.com

JLL Payment Options

Check or Money Order using US Mail, UPS, FedEx or other delivery service

Remit your check or money order payable to: **JLL**

Address: JLL
KCS Permit Department
4200 Buckingham Road, Ste 110
Fort Worth, TX 76155

ACH Payment

This option is available for your processing fee payment only. Please have your bank email **Denise.Case@am.jll.com** when an ACH is processed.

***Please have the bank include your application number in the email.

ACH Payment Instructions:

Bank Name – Harris Bank
Account Title – Jones Lang LaSalle Americas, Inc.



Utility Permit Application
Kansas City Southern Railway
4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

ABA Number - 071000288

Account Number – 304-374-2

Reference – KCS application number XX-XXXXX

If you require further assistance sending or formatting electronic payments please contact your financial institution.

Please be advised that your application will not be processed until the processing fee is received.

Permit Process & Time:

1. If there are discrepancies or errors in the application, plans or specifications, it will be returned for correction, which may cause delays.
Specifications Identified In your plans must match the application.
2. Once the application is received by JLL and found to be complete, the application package will be forwarded to the engineering firm to perform the engineering specification review, prepare Exhibit "A" drawing for the agreement, and then forwarded to KCS for final review and approval. Applicant will be contacted if additional information is needed for review and approval. An additional processing fee up to \$1,200 may be charged for each modification to the exhibit. However, the additional fee could exceed \$1,200 in circumstances where the change requires additional engineering or signaling investigation beyond those considered standard.
3. Once the application package is approved by KCS, an agreement will be prepared and emailed to applicant for signature.
4. Applicant shall forward two (2) copies of the agreement with original signatures, along with the appropriate agreement payment, and insurance documents to JLL.
5. As noted in this application, the applicant **must** contact the engineering firm, Bartlett & West, a minimum of ten (10) days in advance notice of construction and sign their contract for construction observation, flagging and mobilization. The agreement **will not** be executed by KCS or forwarded to applicant until evidence has been provided that applicant has contracted with the engineering firm for construction observation, flagging and mobilization.
6. Final agreements with original signatures are presented to KCS for execution, provided fees have been received, construction observation, flagging and mobilization have been contracted for, and insurance is compliant.
7. Once the agreement is executed, a copy will be emailed and one (1) original will be forwarded to the applicant.
8. The average time period for completion of this process is 6 to 8 weeks from the time application is received. Every effort will be made to complete this process in a timely manner.
9. Installation of utility will **not** begin until all documents (signed agreement, insurance and fees) have been received and agreement has been fully executed by KCS. If the installation has not occurred within sixty (60) days from the date an agreement is sent to applicant for signature, a second review and processing fee of \$2,500 will be required to confirm track or other conditions have not changed.

INSURANCE REQUIREMENTS:

Applicant shall provide, and shall require any contractors or subcontractors employed by it in the performance of the work to provide, in addition to any other form of insurance or bond required by statute, insurance of the following kinds and amounts:

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as a Certificate Holder for the following:

- Comprehensive General Liability & Contractual Liability Insurance. \$2,000,000 per occurrence and an aggregate of \$4,000,000 minimum limits;
- Automobile Liability Insurance. \$1,000,000 combined single limit;
- Workers Compensation Insurance. Minimum statutory worker's compensation coverage for all covered employees who are on KCS and its Affiliates property;
- Policy will be endorsed to give 30 day's written notice of its intent to cancel or materially alter to KCS and its Affiliates;
- Commercial General Liability naming KCS and its Affiliates as additional insured;
- Waiver of subrogation in favor of KCS and its Affiliates;
- All policies will be primary to any insurance or self-insurance KCS and its Affiliates may maintain for acts or omissions of Applicant or its Contractor or anyone for whom Applicant or its Contractor is responsible.



Utility Permit Application
Kansas City Southern Railway
4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

Show The Kansas City Southern Railway Company and its Affiliates, 427 W. 12th St., Kansas City, MO 64105-1403 as an Insured for the following:

- Railroad Protective Liability Insurance naming KCS and its Affiliates as insured with \$2,000,000 per occurrence and \$6,000,000 aggregate. If you do not have an RPLI carrier, you may visit www.123occ.com to obtain RPLI.

These limits are subject to change at any time without notice. An agreement will be provided to Applicant or its Contractor, which contains details concerning insurance requirements.

SPECIFIC REQUIREMENTS FOR LICENSE TO INSTALL PIPELINE OR WIRE LINE INSIDE KCS RIGHT-OF-WAY

A. GENERAL

Pipeline installations will be reviewed for compliance with The American Railway Engineering and Maintenance of Way Association (AREMA) standards and KCS Standards and Specifications. If conflicts exist between KCS specifications and AREMA, KCS specifications shall govern. The following Parts from AREMA are utilized for underground installations:

- 5.1 Specifications for Pipelines Conveying Flammable Substances
- 5.2 Specifications for Uncased Pipelines within the Railway Right-of-Way
- 5.3 Specifications for Pipelines Conveying Non-Flammable Substances
- 5.4 Specifications for Overhead Pipelines Crossings
- 5.5 Specifications for Fiber optic "Route" Construction on Railroad Right-of-Way

Wire line installation will be reviewed for compliance with the 2002 National Electric Safety Code Article 232, Table 232.1 and KCS Standards and Specifications. Direct burial of wires are not allowed.

B. CASING

Pipelines carrying liquids must be encased in steel pipes. Uncased carrier pipes transporting or conveying natural gas must be steel. Casing pipes must be buried at a minimum depth of ten feet (10') from base of rail to top of casing pipe, and minimum of six feet (6') between top of casing pipe and natural ground or ditch bottom on KCS property).

Inside diameter of casing pipe less than six inches (6") in diameter shall be at least two inches (2") greater than the largest outside diameter of the carrier pipe, joints, or couplings, for carrier pipes, and at least four inches (4") greater for carrier pipe six inches (6") and over in diameter.

Additionally, KCS requires that all pipelines carrying liquid flammables be encased across the entire width of the KCS right-of-way.

C. BORING

Bore pits **must** be placed outside of KCS right-of-way. If there are extenuating circumstances which require a bore pit to be placed within the limits of the right-of-way, specific application must be made outlining need for encroachment upon KCS right-of-way. Detailed drawings and calculations of shoring for excavation shall be submitted along with the application for KCS' review.

Misaligned bores will not be pulled and re-drilled, but abandoned in place. See Section D – Abandonment for requirements. New bore will be moved and re-drilled at least five feet (5') to either side of the misaligned attempt.

No wet bores or open cut trenching across tracks are allowed. Directional boring must utilize a machine which retrieves a majority (95%) of the drilling fluid slurry used in the placement of lines/casings. Wet bores refers to the use of liquids to displace soil.

Other methods of installations, including tunneling, direct piping, etc., can be submitted for review and approval.

Bore pits must be placed outside of KCS right-of-way. If there are extenuating circumstances which require a bore pit to be placed within the limits of the right-of-way, specific application must be made outlining need for encroachment upon KCS right-of-way. Detailed drawings and calculations of shoring for excavation shall be submitted along with the application for KCS' review.

Misaligned bores will not be pulled and re-drilled, but abandoned in place. See Section D – Abandonment for requirements. New bore will be moved and re-drilled at least five feet (5') to either side of the misaligned attempt.

No wet bores or open cut trenching across tracks are allowed. Directional boring must utilize a machine which retrieves a majority (95%) of the drilling fluid slurry used in the placement of lines/casings. Wet bores refers to the use of liquids to displace soil.

Other methods of installations, including tunneling, direct piping, etc., can be submitted for review and approval.



Utility Permit Application
Kansas City Southern Railway
4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

D. ABANDONMENT

Any pipelines being abandoned must be filled with a suitable flow able fill material and sealed.

When carrier pipe is centered in casing, provide end seals as manufactured by Link-Seal, Pipeline Seal and Insulator, Inc. (PSI), Raychem, or approved equal, as required for the application. Seal material shall be DFO and oil resistant. Provide coated steel or non-metallic casing spacers as manufactured by PSI or approved equal.

When carrier pipe is not centered in casing, provide end seals as manufactured by Pipeline Seal and Insulator, Inc. (PSI), Raychem, or approved equal, as required for the application. Seal material shall be DFO and oil resistant. Provide coated steel or non-metallic casing spacers as manufactured by PSI or approved equal.

E. SIGNAGE

All underground installations will be marked at entry and exit to KCS right-of-way with a sign mounted on a substantial post at least four feet (4') above ground surface. Parallel encroachments will be marked with a sign every five hundred feet (500') and at every road crossing with a sign mounted on a substantial post at least four feet (4') above ground surface. The sign must convey the commodity conveyed, name and address of owner, emergency phone number, and any emergency response information.

F. SHORING

All underground installations will be subject to additional shoring review where necessary. All bore pits will be subject to OSHA requirements and may also be subject to AREMA standards (Part 28 – Temporary Structures for Construction). All shoring design shall be in accordance with KCS Shoring Specifications and Guidelines. A latest copy can be obtained by contacting JLL. Using print titled "General Shoring Requirements" Date: 4/21/06, Rev.: 4/27/07; a determination will be made on the need for a shoring review. If this additional review is required, add two (2) weeks to the estimated time to process your application. Additional documentation including shoring calculations and design details endorsed, signed and sealed by a structural engineer, must be submitted to KCS Engineering Department for review. Additional fees may be charged for review of shoring design. This amount is in addition to the standard \$2,500 processing fee.

G. APPLICATION SUBMITTAL

Applicant to furnish copy of fully completed application and print showing drawing with crossing measured from the nearest Mile Post, Bridge back



Utility Permit Application
 Kansas City Southern Railway
 4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

1. Licensee / Owner of Utility Contact Information

Company * Phone *
 Attention * Mobile Phone *
 Address * Email *
 City-State-Zip *

Contact person in the event of engineering questions

Engineering Email

Engineering Phone

Engineering Mobile Phone

Proposed installation start date

Proposed installation completion date

If not constructed within six (6) months, an additional review fee may be charged.

2. Type of Encroachment

Select Pipeline or Wireline * Pipeline Wireline

Select Overhead or Underground * Overhead Underground

Select Direction * Parallel Perpendicular

Pipe Bridge

Number of Carriers

3. Location (information identifying two (2) markers of location information that can independently allow for verification of installation location)

City *

Parish/County *

State *

(Nearest) Street Name *

Street CL Distance * **Important:** Distance from centerline of nearest street measured along the rail

DOTD# of Nearest Street

To obtain, view: <http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

Railroad Subdivision

Latitude * Example: 28.374011

Longitude * Example: -90.123456

Angle of Crossing *

Railroad Mile Post



Utility Permit Application
 Kansas City Southern Railway
 4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

If installation is near bridge/culvert, enter the distance from nearest headwall of bridge / centerline of culvert:

Distance from nearest headwall of Bridge

Distance from centerline of Culvert

4. Pipeline Specifications

Commodity to be transported *

Transmitted by * Gravit Force Other

Type of Commodity * Liquid Gas Steam

Flammable? * No Yes

Properties of Commodity (check all that apply) * Corrosive Toxic Environmental Other

Carrier Pipe

Casing Pipe ? *

Depth below base of rail * (minimum 15')

Depth below bottom of ditch/around * (minimum 10')

A variance will be requested.

Length of Pipe	<input type="text" value="92.37"/>	<input type="text" value="96.5"/> (casing pipe shall extend to R/W lines)
Underground Parallel	<input type="text"/>	<input type="text"/>
Pipe Inside Diameter (nominal) *	<input type="text" value="8 in."/>	<input type="text" value="16"/>
Pipe Wall Thickness *	<input type="text" value="0.503 in."/>	<input type="text" value=".375"/>
Pipe Material *	<input type="text" value="PVC"/>	<input type="text" value="STEEL"/>
Minimum Yield Point of Material *	<input type="text" value="7000 PSI"/>	<input type="text" value="30,000 PSI"/>
Type of Joint *	<input type="text" value="RUBBER GASKET"/>	<input type="text" value="WELDED"/>
Maximum Operating Pressure *	<input type="text" value="150 PSI"/>	<input type="text"/>
Hydrostatic pressure at which carrier pipe will be tested before using	<input type="text" value="150 PSI"/>	<input type="text"/>

Protective coating?

Protective coating?

Cathodically protected?

Cathodically protected?

Coating Type



Utility Permit Application
 Kansas City Southern Railway
 4/19/2021

Utility Permit Application 21-13417

Status: **Submitted**

Application for Permit to install Pipeline or Waterline inside KCS Right-of-Way

See Instructions for guidelines to abandon an existing utility installation.

5. Method of Installation (wet boring or open cut trenching across tracks IS NOT permitted.)

See Instructions for boring and shoring requirements.

6. Is there an existing agreement for this installation on KCS Property?

No Yes

7. Has service been requested by KCS?

No Yes

8. Additional Fees and Acceptance

All excavations and installations on KCS's property will require mobilization, construction observation, and flagging by KCS's authorized representative, Bartlett & West. Applicant or its contractor must contact Bartlett & West a minimum of ten (10) days in advance of construction date. Applicant will contract directly with Bartlett & West for the above services by calling 785-228-3101 and/or by sending an email to kscrossings@bartwest.com. All costs associated with mobilization, construction observation and flagging are the sole responsibility of the applicant. The daily services fees are \$2,500 per day, which include flagging and construction observation services. In addition to the daily fee, a fee of \$2,000 per mobilization fee will be charged for each job. Prices are subject to change and can double for 24-hour construction projects. No agreement for crossing or encroachment will be executed by KCS until applicant has contracted with Bartlett & West for mobilization, construction observation and flagging.

Each encroachment is subject to an annual or one-time fee, dependent on type of installation and length of encroachment. If you need to know the amount, contact Denise Case at Denise.Case@am.ill.com or 817-230-2614.

Extreme caution is to be used in excavation due to the possible existence of other underground facilities along KCS's property. Any damage to existing facilities will be sole responsibility of the applicant. In compliance with State law, prior to commencing work, applicant or contractor shall notify appropriate State "One Call" service.

Name *

Title *

Date *

9. Drawings

Drawing 1	Drawing 2	Drawing 3	Drawing 4	Drawing 5

Exhibit C
Affidavit of No Prohibited Interest

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

I, _____, a member of Contractor team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the Wylie Economic Development Corporation, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, _____.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, _____.

Notary Public, State of Texas

Exhibit D
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>3</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/12/21</u>	Exhibits:	<u></u>

Subject

Consider and act upon issues surrounding the disposition of WEDC property located at 103 S. Ballard.

Recommendation

Motion to award a contract to Intercon Demolition in the amount of \$43,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

The WEDC acquired 103 S. Ballard in July 2021. Staff is bringing this item back to the Board to consider and act upon the demolition of the property.

WEDC staff received multiple quotes for demolition:

- Wreck & Abate - \$43,500
- Selective Demotion & Abatement - \$72,500
- Wreck & Abate - \$89,848

After reviewing the bids, Staff recommends the award of contract to Intercon Demolition in the amount of \$43,500. Additionally, an asbestos inspection has been completed, with asbestos found in the vinyl sheet flooring of the structure.

Additional anticipated costs that are not included in this bid:

- Asbestos Testing - \$1,650
- Asbestos Remediation - Min \$2,500
 - 160 SF of Green Vinyl Flooring
- Monitoring/Containment - Estimated at \$1,000-\$1,600 (two days at \$500-800/day)

Since demolition of this property was not budgeted in FY 22, a Mid-Year Budget Amendment will be necessary to fund this demolition in the current fiscal year.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>4</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/12/21</u>	Exhibits:	<u></u>

Subject

Consider and act upon issues surrounding the disposition of WEDC property located at 410 E. Brown and 502 E. Brown.

Recommendation

Motion to award a contract to Eubanks Sand & Gravel in the amount of \$12,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

The WEDC acquired 410 E. Brown in January 2019 and 502 E. Brown in December 2018. The properties have been vacated and staff is bringing this item back to the Board to consider and act upon the demolition of the properties.

WEDC staff received multiple quotes for demolition:

- Demo & Removal - \$12,500
- Demo & Removal - \$20,300
- Demo & Removal - \$30,000

After reviewing the bids, Staff recommends the award of contract to Eubanks Sand & Gravel in the amount of \$12,500.

Since the demolition of this property was not budgeted in FY 22, a Budget Amendment will be necessary to fund this demolition in the current fiscal year.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>5</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/12/21</u>	Exhibits:	<u></u>

Subject

Consider and act upon issues surrounding the disposition of WEDC property located at 401 N. Keefer.

Recommendation

Motion to award a contract to Eubanks Sand & Gravel in the amount of \$8,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

The WEDC acquired 401 N. Keefer in October 2021. The property has been vacated and staff is bringing this item back to the Board to consider and act upon the demolition of the property.

WEDC staff received multiple quotes for demolition:

- Demo & Removal - \$8,500
- Demo & Removal - \$9,500
- Demo & Removal - \$15,000

After reviewing the bids, Staff recommends the award of contract to Eubanks Sand & Gravel in the amount of \$8,500.

Since the demolition of this property was not budgeted in FY 22, a Budget Amendment will be necessary to fund this demolition in the current fiscal year.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>DS1</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>10/27/21</u>	Exhibits:	<u></u>

Subject

Discussion regarding ICSC- Here, We Go. 2021.

Recommendation

No action is requested by staff for this item.

Discussion

Staff will lead a discussion regarding ICSC- Here, We Go. 2021.

At Here, We Go. 2021 you will experience:

- Networking with dealmakers, changemakers and innovators
- Gatherings and meetups with like-minded professionals
- Interactive content from across the Marketplaces Industry

Schedule of Events

Sunday, December 5

By Invitation Only Events

Monday, December 6

9:00 am – 5:00 pm • Exhibit Hall Open
5:30 pm – 7:30 pm • Opening Reception

Tuesday, December 7

9:00 am – 3:00 pm • Exhibit Hall Open

Additional schedule information at: https://www.icsc.com/attend-and-learn/events/details/icsc-here-we-go-2021/schedule/2021/12/04?utm_source=Eloqua&utm_medium=email&utm_campaign=2021HWG&utm_term=1&utm_content=Members

All attendees must be fully vaccinated to participate in ICSC — Here, We Go. 2021. Instructions on how to submit proof of full vaccination will be sent to all registrants before the event starts. A negative COVID-19 test 48 hours prior to this event will no longer be accepted.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>DS2</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/12/21</u>	Exhibits:	<u>2</u>

Subject

Discussion regarding the establishment of protocols/standards for notification and exchange of documents for Temporary Access Agreements with WEDC.

Recommendation

No action is requested by staff for this item.

Discussion

Open Board discussion regarding the establishment of protocols/standards for notification and the exchange of documents for Temporary Access Agreements with WEDC.

For Board reference, a previously issued Temporary Access Agreement and the City of Wylie General Insurance Requirements have been attached.

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (the "Agreement") is made by and among **Wylie Economic Development Corporation** (the "Owner"), **First Baptist Church Wylie** (the "Church"), and **Chute 2 Productions** (the "Vendor" and together with the Church, the "Licensees") and is effective as of the Effective Date set forth below.

This Agreement will confirm that Licensees and Licensees' respective agents, employees, contractors, and consultants (collectively, "Licensees' Agents") may enter that certain tract or parcel of land situated in Collin County, Texas, and being more particularly described in **Exhibit A** attached hereto (the "Site") subject to the terms set forth below.

1. Purpose of Entry. Commencing on the Commencement Date defined in Section 2 of this Agreement, Licensees may enter the Site for the use and purpose of operating a rodeo (the "Rodeo"), with Vendor being subject to not only the terms of this Agreement, but also the terms of any separate agreement between Church and Vendor, provided, however, that if the terms of this Agreement conflict with the terms of any separate agreement between Church and Vendor, the terms of this Agreement shall control in all respects. Licensees rights set forth in this Section 1 shall expire upon the Expiration Date defined in Section 2 of this Agreement, unless earlier terminated pursuant to this Agreement. Said Rodeo shall include, but is not limited to, the following activities: recreation, storage and partial assembly of rodeo equipment located at 303 East Marble Street, Wylie, Collin County, Texas (the "Improvements").

2. Term of Access. Regardless of the Effective Date of this Agreement, Licensees and Licensees' Agents shall not have any right to access the Site, or any portion thereof, prior to 4-8-21 (the "Commencement Date"). Licensees and Licensees' Agents right to access the Site shall expire no later than 4-18-21 (the "Expiration Date"), unless otherwise agreed by Owner as provided in Section 8 of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event that (i) the parties agree to terminate this Agreement prior to the Expiration Date, or (ii) Owner elects Early Termination as provided in Section 9 of this Agreement, then Licensees and Licensees' Agents shall not have any right to access the Site beyond such termination date.

3. Consideration. In consideration for the use of the Site and the operations conducted therein, Church agrees to pay the Owner a non-refundable deposit of \$ n/a, due upon execution of this Agreement, made payable to Owner. In and for further consideration, Church agrees to pay the Owner a weekly payment (the "Weekly Payment") of \$ n/a for each week that Licensees have access to the Site commencing on the Commencement Date. Said weekly payment shall be due on the first day of each week until the Expiration Date of this Agreement, unless this Agreement is earlier terminated in which case the last Weekly Payment shall be due on the first day of the week that this Agreement terminates.

4. Prior Notice. Before entering the Site for the first time to begin constructing and/or operations of the Rodeo, Licensees must give Owner written notice of the date of entry at least one (1) business day in advance.

5. Condition of Site. Licensees shall at all times keep and maintain the Site in a clean, orderly and sanitary condition, and shall comply with all environmental rules and regulations. No storage of any substances defined as hazardous materials or hazardous substances or other similar terms under any applicable law or regulation is permitted. Licensees shall not commit waste on or damage to the Site and shall use due care to prevent others from so doing. Upon termination of this Agreement, Licensees shall cleanup all debris resulting from its operations on the Property and shall perform any seeding, sodding, or re-vegetation work on the Site as required by TCEQ, the local municipal government, or applicable law. Licensees shall obtain at their sole cost and expense and keep current all necessary licenses and permits as deemed necessary by any governmental entity whether local, state or federal relating to operating the Rodeo, including those permits required by the City, County and/or TCEQ. Licensees shall also keep the Site free from mechanics and similar liens.

6. Permits. Licensees or Licensees' Agents must obtain any and all governmental permits, registrations, licenses, or authorizations (collectively, "Permits") that may be required for the operation of the Rodeo. Owner shall bear no expense, cost or liability in connection with the operation of the Rodeo by Licensees or Licensees' Agents and shall bear no expense, cost or liability for Permits that may be required for the parking or operation of the Rodeo.

7. Indemnity. LICENSEES AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO OWNER) AND HOLD OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST, AND TO REIMBURSE OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S AND EXPERT'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) ASSERTED AGAINST OR INCURRED BY OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS BY REASON OF OR ARISING IN CONNECTION WITH (A) ANY NEGLIGENCE OF LICENSEES OR LICENSEES' AGENTS IN PARKING OR OPERATING THE RODEO IN, ON, ABOUT, OR UNDER THE SITE; OR (B) ANY VIOLATION OR THREATENED VIOLATION OF ANY FEDERAL, STATE, OR LOCAL RULE, REGULATION, LAW, ORDINANCE, STANDARD, OR ORDER BY LICENSEES OR LICENSEES' AGENTS. THE OBLIGATIONS OF LICENSEES UNDER THIS INDEMNITY CLAUSE ARE JOINT AND SEVERAL AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE OBLIGATIONS OF LICENSEES UNDER THIS INDEMNITY CLAUSE SHALL NOT INCLUDE ANY LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES CAUSED BY, ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.

8. Access. Subject to the foregoing provisions of this Agreement, Owner hereby grants Licensees such limited, non-exclusive access to such portions of the Site as is reasonably necessary for Licensees and Licensees' Agents to operate the Rodeo. Prior to entering the Site, Licensees shall deliver to Owner a work plan for the operation of the Rodeo including depictions, dates, times, scope, duration, and names of Licensees' Agents who will operate the Rodeo, and after completing the Improvements, Licensees shall deliver to Owner a notice thereof. The right of access commences on the Commencement Date and terminates no later than the Expiration Date.

Notwithstanding the foregoing, Owner shall have the right, in its sole discretion, to extend the term of this Agreement in seven (7) day increments upon receipt of written notice of Licensees' desire to extend the term not less than three (3) days prior to the current term Expiration Date. Owner may at its option terminate and revoke such grant at any time to be effective immediately in the event either of the Licensees defaults or threatens to default in the performance of Licensees' obligations hereunder.

9. Early Termination. Owner reserves the right, in its sole discretion, to terminate this Agreement prior to the Expiration Date ("Early Termination"), provided that the Owner gives the Licensees thirty (30) days' notice prior to the Early Termination date. If Owner exercises its option of Early Termination, Owner and Licensees agree to operate in good faith to locate an alternative location for the Rodeo, which must be suitable to Owner and Licensees. Upon any Early Termination by Owner, Licensees shall not be entitled to any reimbursement or refund of any costs incurred by either of the Licensees or any amounts paid to Owner under this Agreement, including, but not limited to, any Weekly Payment.

10. Safety Precautions. Licensees, during the operation and activities of the Rodeo, shall be fully and solely responsible for securing the safety of the work area in and around the Rodeo and shall maintain reasonable barricades, warning signs, and devices, and all appropriate traffic measures and pedestrian controls, as may be necessary to protect Owner and the public.

11. Standard of Care. Licensees will operate the Rodeo in a careful and prudent manner.

12. Insurance. Licensees and each of Licensees' Agents will each deliver to Owner one or more certificates of insurance for each party who will be conducting activities at the Rodeo or otherwise under this Agreement in accordance with the requirements of Exhibit B (the "Insurance Requirements"). Full compliance with the Insurance Requirements shall be strictly enforced by Licensees and each of Licensees' Agents.

13. Notice. Any and all notices, requests, consents, reports, demands, or other communications or documents required or permitted to be made or given under this Agreement shall be in writing and shall be given to the other parties at their respective addresses set forth in this section or at such other address as such party may hereafter specify for such purpose by written notice to the other parties. Notice by facsimile transmission is specifically prohibited. Notices will be deemed to have been made or given when delivered. Unless changed in accordance with this paragraph, the addresses for notices are as follows:

If to Owner: Wylie EDC
c/o Jason Greiner
250 South Highway 78
Wylie, Texas 75098

If to Church: First Baptist Church Wylie
Attention: Theresa Evetts
Executive Minister of Operations

If to Vendor: Chute 2 Productions
Attention: Kelly Clark
Owner

14. Interpretation. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties. This Agreement cannot under any circumstances be modified orally, and no agreement will be effective to waive, change, modify, or discharge this Agreement in whole or part unless such agreement is in writing and is signed by all of the parties.

15. Joint and Several Responsibility and Liability. Except for the obligations specifically allocated only to Church or Vendor, all obligations, responsibilities, and liabilities of Licensees under or arising out of this Agreement shall apply jointly and severally to both Church and Vendor. Owner may look to either Church or Vendor to satisfy any obligation or responsibility of Licensees under this Agreement without any requirement to look to the other Licensee.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. **This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any applicable conflicts of law and shall be deemed performable in Collin County, Texas.** Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective successors and assigns, it being the intention of the parties hereto that no other person or entity shall be deemed a third-party beneficiary of this Agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 8th day of April, 2021 (the “Effective Date”).

Owner:

Wylie Economic Development Corporation

By: 
Name: Jason Greiner
Title: Executive Director

Church:

First Baptist Church Wylie

By: Theresa Evetts
Name: Theresa Evetts
Title: Executive Minister of Operations

Vendor:

Chute 2 Productions

By: Kelly Clark
Name: Kelly Clark
Title: Owner

Exhibit A
Site

Exhibit B
Insurance Requirements

Licenseses and Licensees' Agents (each a "Licensee Party") shall each procure and maintain for the duration of the contract or services to be performed, insurance as outlined in this document and the cost of such insurance shall be borne by the Licensee Party. Each Licensee Party is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A certificate of insurance and accompanying endorsement pages meeting all requirements and provision outlined shall be provided to Owner prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certificates shall also be supplied upon expiration. Each Licensee Party also acknowledges that in the award of a contract, the bid specifications and/or the issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.

A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES: The following terms are required by Owner for all policies:

- Each Licensee Party shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees (TX Administrative Code Chapter 110, Subchapter B, Rule 110.110), or any other "persons providing services" as set forth in this section.
- Persons Providing Services - Includes all persons or entities performing all or part of the services such Licensee Party has undertaken to perform under the Agreement, regardless of whether that person contracted directly with such Licensee Party and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services under the Agreement. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Agreement.
- Upon written request by Owner, each Licensee Party shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish Owner with current certificates prior to any contract renewals or extension.
- All insurance policies that are required to name Owner as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. Owner will not accept Memorandums of Insurance or Binders as proof of insurance.
- All policies must be issued by a company that maintains a rating of “A- VI” or better by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to Owner for all occurrences, except 10 days written notice to Owner for non-payment.
- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Owner, its officers, officials, employees, boards and commissions or volunteers.

1. General Liability and Automobile Liability Coverages:

- Additional Insured – Owner and the City of Wylie, Texas (the “City”), and each of their respective officers, officials, employees, boards and commissions and volunteers are to be added as “Named Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the applicable Licensee Party, products and completed operations of the applicable Licensee Party, premises owned, occupied or used by the applicable Licensee Party. The coverage shall contain no special limitations on the scope of protection afforded to Owner and the City, and each of their respective officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for Owner and the City with respect to liability arising out of the completed operations of the applicable Licensee Party shall be utilized.
- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against Owner and the City, and each of their respective officers, officials, employees and volunteers for losses arising (including but not limited to death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance) from work performed by the applicable Licensee Party.
- Primary Coverage – Each Licensee Party’s insurance coverage shall be primary insurance in respects to Owner and the City, and each of their respective officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Owner or the City, and each of their

respective officers, officials, employees or volunteers shall be in excess of the applicable Licensee Party's insurance and shall not contribute with it.

- All insurance requirements and subsequent certificates are contract specific, and must reference the Agreement.
- Each Licensee Party's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against Owner and the City, and each of their respective officers, officials, employees and volunteers for losses arising from work performed by the applicable Licensee Party. Each Licensee Party must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that any Licensee Party is not required by the laws of the State of Texas to carry Workers' Compensation, such Licensee Party shall provide a written statement on company letterhead.

B. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. General Liability:

- ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Owner and the City shall be listed as Additional Insured, and a specific Waiver of Subrogation shall be provided to benefit Owner and the City.

2. Workers Compensation and Employer's Liability:

- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Owner and the City to be provided a specific Waiver of Subrogation. Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of each Licensee Party providing services under the Agreement.
- Each Licensee Party waives all rights against Owner and the City, and each of their respective agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Each

Licensee Party must cause a waiver of subrogation to be effected under its workers' compensation coverage.

- In the event that any Licensee Party is not required by the laws of the State of Texas to carry Workers' Compensation, such Licensee Party shall provide a written statement on company letterhead.

3. Automobile Liability:

- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this Agreement.

C. MINIMUM LIMITS OF INSURANCE

Each Licensee Party shall maintain throughout contract limits not less than:

1. Commercial General Liability:

Unless otherwise stated in the bid specifications, a general commercial liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000) for each occurrence, and Three Million and 00/100 (\$3,000,000) in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Licensee Party and Owner and the City, and each of their respective officers, officials, employees, boards and commissions and volunteers; from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Agreement by the Licensee Party, by any of its subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Agreement. This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage
- f. Independent Contractors

2. Workers Compensation and Employer's Liability:

- Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$1,000,000 per injury, \$1,000,000 per occurrence, and \$1,000,000 per occupational disease.

- Employers' Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease-Each Employee, and \$1,000,000 Bodily Injury by Disease-Policy Limit.
3. Automobile Liability (Bodily Injury and Property Damage):
 - Automobile liability minimum limits of \$1,000,000 each accident.
 4. Umbrella Liability Limit
Three Million and 00/100 (\$3,000,000) that follows form over underlying Automobile Liability and General Liability coverage.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by Owner and the City.

E. VERIFICATION OF COVERAGE:

- Each Licensee Party shall provide Owner and the City with certificates of insurance indicating coverages required prior to such Licensee Party commencing any work under the Agreement.
- The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must be a certificate form that has been approved by the Texas Department of Insurance. Owner and the City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Each Licensee Party shall provide Owner and the City evidence that any/all subcontractors performing work under the Agreement have the same types and amounts of coverage as required herein; or that the subcontractors are included under such Licensee Party's policy.
- Owner and the City each reserves the right to require complete, certified copies of all required insurance policies at any time.

CITY OF WYLIE, TEXAS
INSURANCE REQUIREMENTS - GENERAL PURCHASES

Contractor and/or service provider, agent or sub-contractor (herein called "Contractor") shall procure and maintain for the duration of the contract or services to be performed, insurance as outlined in this document and the cost of such insurance shall be borne by the Contractor. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A certificate of insurance and accompanying endorsement pages meeting all requirements and provision outlined shall be provided to the City of Wylie prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certificates shall also be supplied upon expiration. Contractor also acknowledges that in the award of a contract, the bid specifications and/or the issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.

A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES: The following terms are required by the City of Wylie, Texas for all policies:

- Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees (TX Administrative Code Chapter 110, Subchapter B, Rule 110.110), or any other "persons providing services on the project" as set forth in this section.
- Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project.
- Upon written request by the City, Contractor shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- All policies must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for non-payment.
- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.

1. General Liability and Automobile Liability Coverages:

- Additional Insured - The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Named Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor,

premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising (including but not limited to death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance) from work performed by the contractor or sub-contractors for the City.
- Primary Coverage - The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

B. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. General Liability:

- ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable. City to be listed as Additional Insured, and a specific Waiver of Subrogation.

2. Workers Compensation and Employer's Liability:

- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. City to be provided a specific Waiver of Subrogation. Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.
- The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

3. Automobile Liability:

- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

C. MINIMUM LIMITS OF INSURANCE Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability:

Unless otherwise stated in the bid specifications, a general commercial liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000) for each occurrence, and Two Million and 00/100 (\$2,000,000) in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents. This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage
- f. Independent Contractors

2. Workers Compensation and Employer's Liability:

- Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- Employers' Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease-Each Employee, and \$1,000,000 Bodily Injury by Disease-Policy Limit.

3. Automobile Liability (Bodily Injury and Property Damage):

Automobile liability limits are required per the following project costs, and limits may only be reduced if approved by written bid specification or in writing by the City of Wylie Purchasing Department.

- o Contract Value < \$100,000: \$500,000 combined single limit
- o Contract Value between \$100,000 - \$500,000: \$1,000,000 per occurrence, \$1,000,000 in the aggregate or \$1,000,000 combined single limits.
- o Contract Value >\$500,000: \$1,000,000 per occurrence, \$2,000,000 in the aggregate or \$2,000,000 combined single limits.

4. Umbrella Liability Limit (when required)

One Million and 00/100 (\$1,000,000) that follows form over underlying Automobile Liability and General Liability coverage.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

E. VERIFICATION OF COVERAGE:

- Contractor shall provide the City with certificates of insurance indicating coverage's required.
- The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must be a certificate form that has been approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Contractors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>DS3</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/12/21</u>	Exhibits:	<u></u>

Subject

Discussion regarding the Purchase and Sale Agreement between the WEDC and Hanalei Texas, LLC.

Recommendation

No action is requested by staff for this item.

Discussion

As the Board will recall, the Purchase and Sale Agreement for 104 S. Ballard was approved by the Board on November 8, 2021. At that time, staff discussed the existing lease in place at this location and advised that additional information would be provided after legal review of the lease.

AGENDA REPORT

Meeting Date:	<u>November 17, 2021</u>	Item Number:	<u>DS4</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>11/5/21</u>	Exhibits:	<u></u>

Subject

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

Recommendation

No action is requested by staff for this item.

Discussion

Staff will lead a discussion regarding WEDC Property Updates, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, WEDC Work Session/Board Tour, and an overall review of issues surrounding WEDC Activities and Programs.

WYLIE ECONOMIC DEVELOPMENT

2021 October - Industry Appreciation Month

Board Meeting – 20th

Day	Time	Meeting/Event
1		Manufacturing Day – Engineering/Robotics-Welding Tours
2-6		<i>IAMC Fall 2021 Professional Forum- Kansas City, MO - jg</i>
3-6		<i>IEDC Annual Conference – Nashville</i>
7		Manufacturing Day – Compounding Pharmacy Tours
8		Tentative: WEDC Board Tour/Work Session
12	6:00 pm	City Council & CPAC Workshop
13-15		<i>TEDC Annual Conference- Ft. Worth - jg</i>
20	8:30 am	WEDC- Board Meeting
22		Manufacturing Day – Culinary Arts Tours
26	6:00 pm	City Council
27	11:30 am	Wylie Chamber of Commerce- MFG & Workforce Luncheon
28		Manufacturing Day – Graphic Design Tours
26-29		TEDC Fall Basic Economic Development Course- Ft. Worth
28-29		<i>CSEF Conference- San Diego</i>

2021 November

Board Meeting – 17th

Day	Time	Meeting/Event
1-5		CDFA Virtual National Summit (virtual) – jh
2	8:30 am	WDMA Meeting- aw, jg
3-5		<i>TDA Annual Conference – Denton - jm, jg</i>
4		<i>Red, White & YOU! 10th Anniversary Hiring Event (TWC) – Midlothian & Virtual</i>
5		Chamber of Commerce CORNAMENT
8	8:30 am	WEDC- Special Called Board Meeting
8-10		<i>Site Selectors Guild- Dallas- jg</i>
11		Veterans Day
11		Leadership Wylie- City/WEDC Day
11	6:00 pm	CPAC: Housing, Special Planning Areas, Land Use Categories
12	8:00 am	WEDC- Special Called Board Meeting
15	6:00 pm	City Council
16		National Entrepreneur’s Day
17	8:30 am	WEDC- Board Meeting
17	11:30 am	CTE Advisory Meeting
19		Discover Wylie 2021 Gift Guide Debuts
25-26	CLOSED	<i>Thanksgiving Holiday</i>
29		WEDC- Work Session & Board Tour

2021 December

Board Meeting – 15th

Day	Time	Meeting/Event
4		Wylie Arts Festival- Olde City Park (9am-4pm)
5-7		<i>ICSC RECon – Vegas- DD/MW/MP/BP/JG</i>
5-7		WEDC Holiday Basket Assemblage & Distribution
5		2021 Christmas Parade and Tree Lighting (6pm)
7		WDMA Meeting – aw
14	6:00 pm	City Council
15	8:30 am	WEDC- Board Meeting
23-24	CLOSED	<i>Christmas Holiday</i>
31	CLOSED	<i>New Year’s Eve</i>



SEE OUR SPECIAL SECTION HONORING LOCAL VETERANS!

THE WYLIE NEWS

Covering Wylie and the surrounding area since 1948

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Volume 74 Issue 28

Wylie, Texas

• Wednesday, November 10, 2021

• C&S Media Publications

• 4 Sections, 26 Pages

\$1.00

Voters narrowly approve \$50.1 million bond election

From Staff Reports
news@wylieews.com

If the Wylie \$50.1 million bond election had been a horse race, it could have been considered a photo finish.

All three propositions were

approved by slim margins on Nov. 2. Two of the propositions won by fewer than 100 votes. The bonds will target infrastructure and downtown improvements. Here are the propositions and results:

A. \$35.1 million for expansion and reconstruction of McMillen Drive, Park Boulevard and South Ballard Avenue/Sachse Road. 1,373 votes to 1,273 votes, or 52% to 48%.
B. \$10 million for city-wide street and alley repair/replacement.

1,396 to 1,250, or 53% to 47%.
C. \$5 million for improvements to Wylie's Historic Downtown District. 1,368 to 1,276, or 52% to 48%.
Of the 33,244 registered voters in the Wylie city limits,

2,646 votes, or 7.96%, were unofficially cast. Early voting totaled 1,161 votes, with the total in favor of the propositions trending slightly higher than the total voting. Mayor Matthew Porter said he appreciated the turnout and

everyone who voted in the election. "The council and I appreciate the trust the community has shown in our selection of the bond committee's recommendation."
See **STREET** page 3A

Wylie Veteran honored for service

Bill Henry receives Congressional Veteran Commendation

By Sonia Duggan
sduggan@csmediatexas.com

Wylie veteran William "Bill" Henry joined the ranks of over 100 veterans honored for outstanding achievement since 2012 in Texas' Third Congressional District.

His life of service, and that of 14 other Collin County veterans, was recognized by Congressman Van Taylor at a ceremony Saturday, Oct. 30 at the Collin College Spring Creek campus in Plano.

The veterans, nominated by friends, family and community members, were reviewed and selected by an independent board to receive Congressional Veteran Commendations for their sacrifices during the war and their community involvement in the years that followed.

Aside from Henry, veterans Jeran Akers, John Campbell, Michael Caruthers, Charles



Courtesy photo

U.S. Army veteran William "Bill" Henry was honored by Congressman Van Taylor, along with 14 other veterans, for service to his country and his community.

"Chuck" Daniels, Don Fink, Matt Foster, Richard Lerma, Patrick Neugent, Ryan Parrot, Glee Pitney, Raymond Richardson, Mike Rumfield, Gerald Schlosser and Ken Taylor, also received an award. The group, honored for their lives of service this year, represent three branches of the military; U.S. Army, Air Force and Navy, and their ranks ranged from captain



Courtesy AllecOps Photography

Fifteen Collin County veterans, including Wylie resident Bill Henry, were honored with the 2021 Congressional Veterans Commendation in a ceremony Saturday, Oct. 30 at the Collin College Spring Creek Campus.

to private first class. The keynote speaker for the event was U.S. Congressman Brian Mast (FL-18). Mast, a U.S. Representative since 2017, is a U.S. Army veteran with 12 years of service. Mast was deployed as a bomb disposal expert in Afghanistan and lost

both his legs to an IED (improvised explosive device). Following Mast's speech, all 15 veterans were recognized as speakers described each honoree's life of service. Henry, 91, was drafted in 1952. He served as a sergeant in the U.S. Army.

"I was drafted to be a foot soldier," he said. But when asked what his hobby was, Henry responded "guitar." Because of his response, Henry said one of the commanding officers assumed he could "hear tones really good," so they sent him to radio school to learn Morse

code. Because of his training as a Combat Radio Relay Operator, Henry said he missed being in the group of soldiers who lost their lives in the Chosin Reservoir in North Korea after being
See **RESIDENT** page 3A

NEWS YOU NEED

Veterans Day event

The Wylie High and Wylie East AFJROTC units will host the annual Veterans Day program at Wylie Stadium Nov. 11 at 10:40 a.m. Veterans and their families are requested to attend a pre-event reception, held in Wylie High School's auxiliary gym. The reception begins at 9 a.m. and includes a breakfast provided by 544 Café students.

INSIDE THIS ISSUE

- Classifieds..... 3C
- Education..... 4A
- Life & Style..... 1C
- Obituaries..... 2C
- Opinion..... 5A
- Sports..... 1B

LAKE LAVON LEVELS
Normal 492
488.53 ft
as of 11/8/21
Source: U.S. Army Corps of Engineers

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Riding club returns to spread Christmas joy

By Don Munsch
dmunsch@csmediatexas.com

The Monkey Bunch is back. And they have partners in crime this time around.

Jim and Miranda Bussell belong to the Monkey Bunch, a riding club that endeavors to give Christmas gifts, decorations and meals to families. The delivery date for toys is Dec. 18, and then meals will be

delivered on Dec. 24 for families who qualify. Each child receives a new set of pajamas.

Anyone who wants help may apply for help through Wylie ISD family liaison Joley Martin.

This year, after a year hiatus because of the pandemic, the Monkey Bunch will partner with another bike club, IX Brothers, first responders and veterans, to help with the charity

and will be able to double the families the charitable giving normally serves.

"We want to give back, and we don't want people to think that bikers are bad people," said Jim, president of the Monkey Bunch.

This is the fourth year Monkey Bunch has helped the community. Around a dozen families were helped in the first three years.

"It started in 2017," said Miranda, treasurer of the Monkey Bunch. "At that time, we adopted like two to three families. We're a riding club, not an MC (motorcycle club), and we had someone in our club at that time build a sleigh. I bought a Santa suit. (Jim) played Santa Claus and I played Mrs. Claus."

Miranda contacted Wylie ISD to see whether her organization could help needy families.

In the first year, the group donated a tree to a family it helps. The riding club will conduct drawings, raffles, silent auction and fund-raisers to pay for items. An Angel Tree also is used for adoptions. A Dallas Cowboy-watching party, a lunch fund-raiser, will be held Nov. 14 at The Brick Tavern, 7340 Highway 78 in Sachse.

See **MEALS** page 3A

Supply chain problems hit home

Local businesses face price increases; staffing, shipping challenges



Dustin Butler/The Wylie News

Deanan Gourmet Popcorn employees sort and pack popcorn by flavor. The company, located in Wylie, makes and sells popcorn for retail, wholesale and fundraising purposes.

By Sonia Duggan, Don Munsch and Dustin Butler
news@csmediatexas.com

This Christmas, Santa might need a miracle, and some elves who are willing to work, so little — and big — boys and girls get the gifts they want.

Worldwide, experts predict Christmas is going to be a challenge. The supply chain disruption is affecting many industries, not just those who produce electronics. Prices of certain items are skyrocketing as manufacturers jockey for position on ships, trucks and rail cars so they can get their product to consumers.

In Collin County, businesses and manufacturing companies are experiencing, and have been experiencing, produc-

tion shortfalls firsthand, and at the same time, many are also having challenges hiring and retaining willing employees to work.

At their new facility on Windco Circle in Wylie, business is popping at Deanan Gourmet Popcorn says President and CEO Barbara Hodge, who reports their customers are returning with a vengeance. One main concern, Hodge said, is keeping their customers "by offering the same great service we always have," but delays on raw materials and packaging haven't made it easy.

"We've had our lead times extend out from between two additional weeks (double) to six additional weeks (quadruple) for various items that make

See **LONG** page 6A

Shipping delays, lack of employees a reality for some businesses

continued from 1A

up our product," Hodge said. "We've had difficulty getting boxes, cheese powders, Lecithin, popcorn, coconut oil and film."

Although the company has secured alternatives for some of the products, Hodge said, most often it comes at a much higher price.

"Our box prices alone have increased almost 25%," she said. "Our last lecithin purchase was 40% higher than our usual supplier's price."

Aside from the manufacturing pitfalls, Hodge said finding and keeping employees has "been a tough go these days."

"We've lost five manufacturing employees and struggled to replace them," she said. All five of them have been with Deanan less than three months, reports Hodge.

"In some of those positions, the current employee is not the first replacement we hired," she said. "Some never came for their first day."

Hodge said that the majority of those potential employees who were invited to interview simply never came in, and one person left after working two days.

Overall, Hodge said she is thankful they still have a "strong core of employees," but worries about the additional workload they have to take on.

"We pride ourselves on allowing a great work/life balance with a M-F 8 a.m.-5 p.m. work week, a strong health plan and even a 401K," she said.

Small businesses, big challenges

In downtown Wylie, the local bridal shop and bakery are experiencing some of the same problems.

Janet Smith, owner of The Bridal Shoppe, said when her business does encounter delays, it's when the companies can't produce materials.

"Most of our materials are made in China," she said, noting that if there are problems with the lace being produced, then it can delay dresses by two months.

In addition, there has been a dwindling supply of jewelry from wholesalers' accounts because it is purchased in bulk and it is being delayed on all of the ships waiting to be unloaded, says Smith.

"So, accessories are a little



Janet Smith, right, owner of The Bridal Shoppe, and Jessica Blundell, sales associate at the store, look at some dresses one day last week. The store is located in downtown Wylie.

bit of a problem right now — shoes, jewelry. Our veils — not so much, which is nice."

Smith said her business averages four to six months for a dress delivery now, which is common for the industry.

"We're a very unique situation," she said. "If we can't get something in, we typically check before we take a bride's order. There are certain things that are limited, and we have to tell (customers) there's absolutely no way we can get that in time for you."

The Bridal Shoppe has one other employee, sales associate Jessica Blundell, and Smith said it took six months to find her because of the low number of applicants and because she needed someone with knowledge of — or experience in — the industry. According to analysts, Smith said, 2021 as a whole "has been one of the biggest wedding booms since the 1980s."

In the bridal industry, one consequence of the supply chain slowdown, says Smith, is that businesses might start looking at what they can get manufactured in the U.S.

Most people don't have weddings without cake, and at Say It With Sugar Cake Shop, contemporary economic realities to get the work done center on finding help. Store owner Monica Whitaker said she "definitely" has had problems finding people to work during daytime hours at her store.

"A lot of the people that want a

job are high school kids and they can work like 30 minutes after they get out of school and then on Saturdays," she said.

The store is closed on Sundays, so that option is not available for them.

"But no adults, really, are turning in applications," she said.

Her store, whose business centers on cake orders, looks for full-time help, and employees can get 40 hours at the store.

There are traits Whitaker looks for in an employee.

"They just have to be friendly," she said. "We hustle all day long — we're constantly moving. We've had a couple of younger girls get a job, like in their early 20s. But they quit right away."

As to why people quit soon after taking the job, she explained it's because of the level of work involved.

"A lot of people watch the Food Network and those shows that make it look like it's so fun, but it's not," Whitaker said. "It's real work. When there's nobody in here, we're hustling around making stuff so that when they come in, we have something for them."

She said employees are able to get the work done even with the staffing issues, even as they face some challenges.

"Some days, we are up here super late, and we get here super early," she said. "Some days, we have to turn the



Sachse Rod Shop owner bends a piece of metal using a machine called a shrinker stretcher. Millsap said since the onset of the pandemic, his shop has had issues getting parts. Millsap is able to make some parts need in his shop, which gives him a slight advantage.

phones off because there's not enough people here to answer the phones. So, we have a lot of customers complaining because there's nobody answering the phones. If there's only three of us, we can't answer the phones and wait on you on the phone and wait on all the humans in here. It's stressful."

The store has one full-time employee in addition to Whitaker's husband, Treg. The couple's daughter and her boyfriend work on weekends, and the store has another part-timer who works on Saturdays.

In Whitaker's business, applicants with bakery/decorating experience receive a higher rate of pay — up to \$15-\$16 per hour — versus \$9 for those without experience.

On the supply side, chocolate is becoming more difficult to get, says Whitaker, so she tries to order ahead. This key ingredient comes from other countries, she said, but their local supplier orders a huge amount and splits it among all of its bakeries.

Parts problems

In Sachse, Frank Millsap, owner of Sachse Rod Shop, said they are experiencing issues with not only the availability of parts, but the delivery of parts as well.

In one instance, the shop placed a part order from a supplier who had it in stock, but they were told it would be three weeks before the supplier could ship the part.

"It was already in stock," Millsap said. "You sit back as a small business owner and think, 'how long does it take to put some stuff in a box and put a label on it.'"

The reason for the delay, he said, is because his supplier is behind on filling orders.

The business owner said he recently had a shipment that was



Treg and Monica Whitaker of Say It With Sugar, located in downtown Wylie, work together frosting cakes. Finding reliable employees has been a challenge since the pandemic.

supposed to go out on a Friday, but the delivery company didn't come to pick it up until the following Tuesday.

Parts being delayed is crucial, says Millsap, because it means they can't work on cars in the shop and they begin to take up space.

"To keep production going, you have to have more cars in the shop," Millsap said. "But you only have so much room for so many cars."

One advantage Sachse Rod Shop has is that many parts can be made in-house, particularly for the body of the cars they work on. It allows them to begin work while they wait on parts needed to arrive.

The shop has had supply chain issues since the onset of the COVID-19 pandemic, says Millsap, and they aren't getting any better or worse. His shop is a distributor for San Antonio manufacturer Vintage Air, an aftermarket air conditioning company that produces parts for older vehicles.

In the past, Millsap said they could call by 3 p.m. and the part would be delivered the next morning, but "now it is 10 to 14 weeks."

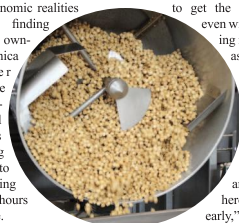
Vintage Air is having production issues because of the COVID-19 pandemic, said Millsap, and when their employees returned to work after the shutdown, they began working split shifts to allow social distancing, which slowed production drastically.

"They are telling us now that their maximum production is 100 units per day," Millsap said. "They are not getting any further behind, but they aren't getting caught up because they are getting 100 plus orders a day for new products."

Millsap said many of the cars his shop works on are rebuilt from the frame, which takes about two years to complete. He also has a two-year waitlist to get a car into his shop.

Now, the supply chain issues have added anywhere from six months to one year to the build time.

"It has caused problems in a way because customers begin shopping at other shops because they don't want to wait that long," he said. "Then they begin to realize everyone is in the same boat. If it is going to be a wait for us, it will be a wait for someone else."



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