

# Wylie Economic Development Corporation

## Board Regular Meeting

June 21, 2023 – 7:30 AM

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



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### CALL TO ORDER

### INVOCATION & PLEDGE OF ALLEGIANCE

### COMMENTS ON NON-AGENDA ITEMS

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

### CONSENT AGENDA

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

- A. Consider and act upon approval of Minutes from the May 17, 2023 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the May 2023 WEDC Treasurer's Report.
- C. Consider and act upon a Performance Agreement between the WEDC and Wylie Insurance Agency, Inc.

### REGULAR AGENDA

- 1. Consider and act upon issues surrounding Downtown Parking and Drainage Improvements.
- 2. Consider and act upon issues surrounding Eubanks Easement and ROW Coordination.
- 3. Consider and act upon issues surrounding Environmental Services on WEDC properties located at the 544 Gateway Addition.
- 4. Consider and act upon a Second Amendment to the Purchase and Sale Agreement between WEDC and MLKJ Investments LLC.
- 5. Consider and act upon a First Amendment to the Performance Agreement between the WEDC and Glen Echo Brewing.

### DISCUSSION ITEMS

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

[DS2](#). Discussion regarding FY 2023-2024 WEDC Budget.

## **EXECUTIVE SESSION**

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

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

ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Parker, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Ballard, and State Hwy 78/Brown.

### **Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.**

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

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee.

(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

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

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

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9b, 2021-9f, 2022-1b, 2022-1c, 2022-7b, 2022-7c, 2023-1a, 2023-1c, 2023-1d, 2023-2d, and 2023-3b.

## **RECONVENE INTO OPEN SESSION**

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

## **FUTURE AGENDA ITEMS**

## **ADJOURNMENT**

## **CERTIFICATION**

I certify that this Notice of Meeting was posted on June 16, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

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

**Minutes**  
**Wylie Economic Development Corporation**  
**Board of Directors Meeting**  
 May 17, 2023 – 7:30 A.M.  
 WEDC Offices – Conference Room  
 250 S Hwy 78 – Wylie, TX 75098

**CALL TO ORDER**

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*Announce the presence of a Quorum*

President Demond Dawkins called the meeting to order at 7:30 a.m. Board Members present were Melisa Whitehead, Blake Brininstool, and Aaron Jameson.

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

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

**INVOCATION & PLEDGE OF ALLEGIANCE**

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

**COMMENTS ON NON-AGENDA ITEMS**

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

**CONSENT AGENDA**

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

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

**Board Action**

A motion was made by Blake Brininstool, seconded by Melisa Whitehead, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 4-0.

**REGULAR AGENDA**

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- 1. Consider and act upon drainage improvements at Regency Business Park.**

**Staff Comments**

The Board opted to approve drainage improvements on April 19, 2023 for Regency Business Park in an amount not to exceed \$35,000. However, final cost estimates for this project have exceeded the approved amount. Staff reminded the Board of the issues with drainage at Regency Business Park and the need for grading improvements in order to re-grade ditches and clean silt/debris out of culverts. A survey of

Regency Business Park can proceed once these improvements are completed. Staff noted that the city of Wylie is partnering with WEDC on this project and public works will be providing flagging services.

**Board Action**

A motion was made by Blake Brininstool, seconded by Aaron Jameson, to award a contract to Zachary Construction, LLC in the amount of \$61,218.75 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 4-0.

**2. Consider and act upon a gas main extension at State Hwy 78/Eubanks.**

**Staff Comments**

Staff recommended that the Board consider the six individual bids received and the breakdown of costs during Executive Session, as it relates to project development. A recommendation and any necessary action can be made after Executive Session to select the appropriate contractor for this project.

President Dawkins moved to Discussion Items and will consider Regular Agenda Item 2 after Executive Session.

**DISCUSSION ITEMS**

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

**Staff Comments**

Staff referred the Board to the Agenda Report provided in the packet for all updates related to the WEDC Property Update, Temporary Access Agreements, Downtown Parking, Engineering Report, BRE Updates, Upcoming Events, and WEDC Activities/Programs.

**EXECUTIVE SESSION**

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Recessed into Closed Session at 7:44 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

**ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Parker, Jackson/Oak, Regency/Steel, 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: 2017-6a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9b, 2021-9f, 2022-1c, 2022-7b, 2023-1a, 2023-2d, 2023-3b, 2023-4c, and 2023-5a.**

**RECONVENE INTO OPEN SESSION**

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

President Dawkins reconvened into Open Session at 10:13 a.m. and moved to Regular Agenda item 2.

WEDC – Minutes  
May 17, 2023  
Page 3 of 3

**2. Consider and act upon a gas main extension at State Hwy 78/Eubanks.**

**Board Action**

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to award the contract to MasTec in the amount of \$604,729.87 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 4-0.

**FUTURE AGENDA ITEMS**

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There were no Items requested for inclusion on future agendas.

**ADJOURNMENT**

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With no further business, President Dawkins adjourned the WEDC Board meeting at 10:13 a.m.

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**Demond Dawkins, President**

**ATTEST:**

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**Jason Greiner, Executive Director**



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: B
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 4

Subject

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

Recommendation

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

Presented for the Board's review and approval is the May 2023 Treasurer's Report detailing the month and year-to-date financial transactions and performance against budget. In this report, you will find the Revenue and Expense Report, Statement of Net Position, Balance Sheet, and Sales Tax Report.

REVENUES:

Sales Tax Revenue earned in March allocated in May, was \$434,878.33, an increase of 8.4% over the same period in 2022.

EXPENSES:

Incentives

\$23,602 CSD Woodbridge Sales Tax Reimbursement (Final Quarterly Payment)

06/21/2023 Item B.

**WYLIE** ECONOMIC  
DEVELOPMENT

**May Rev/Exp Report**  
**Account Summary**

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>							
<b>Revenue</b>							
<a href="#">111-4000-40210</a>	SALES TAX	4,124,241.00	4,124,241.00	434,878.33	2,246,100.82	-1,878,140.18	45.54 %
<a href="#">111-4000-43518</a>	380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	279,047.05	279,047.05	0.00 %
<a href="#">111-4000-46110</a>	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	36,507.60	224,472.89	218,472.89	3,741.21 %
<a href="#">111-4000-48110</a>	RENTAL INCOME	134,220.00	134,220.00	0.00	74,667.68	-59,552.32	44.37 %
<a href="#">111-4000-48410</a>	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
<a href="#">111-4000-48430</a>	GAIN/(LOSS) SALE OF CAP ASSETS	3,915,685.00	3,915,685.00	0.00	-24,603.10	-3,940,288.10	100.63 %
	<b>Revenue Total:</b>	<b>8,180,146.00</b>	<b>8,180,146.00</b>	<b>471,385.93</b>	<b>2,800,685.34</b>	<b>-5,379,460.66</b>	<b>65.76%</b>
<b>Expense</b>							
<a href="#">111-5611-51110</a>	SALARIES	310,346.40	310,346.40	37,175.27	222,230.67	88,115.73	28.39 %
<a href="#">111-5611-51130</a>	OVERTIME	0.00	0.00	458.63	1,734.20	-1,734.20	0.00 %
<a href="#">111-5611-51140</a>	LONGEVITY PAY	914.00	914.00	0.00	916.00	-2.00	-0.22 %
<a href="#">111-5611-51310</a>	TMRS	48,245.30	48,245.30	5,833.27	34,997.12	13,248.18	27.46 %
<a href="#">111-5611-51410</a>	HOSPITAL & LIFE INSURANCE	51,987.17	51,987.17	6,272.90	35,466.24	16,520.93	31.78 %
<a href="#">111-5611-51420</a>	LONG-TERM DISABILITY	1,768.97	1,768.97	117.00	445.48	1,323.49	74.82 %
<a href="#">111-5611-51440</a>	FICA	19,298.12	19,298.12	2,136.43	12,943.43	6,354.69	32.93 %
<a href="#">111-5611-51450</a>	MEDICARE	4,513.27	4,513.27	499.63	3,027.10	1,486.17	32.93 %
<a href="#">111-5611-51470</a>	WORKERS COMP PREMIUM	854.85	1,089.21	0.00	1,088.89	0.32	0.03 %
<a href="#">111-5611-51480</a>	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.00	35.98	1,044.02	96.67 %
<a href="#">111-5611-52010</a>	OFFICE SUPPLIES	5,000.00	5,000.00	262.26	1,410.52	3,589.48	71.79 %
<a href="#">111-5611-52040</a>	POSTAGE & FREIGHT	300.00	300.00	0.00	212.90	87.10	29.03 %
<a href="#">111-5611-52810</a>	FOOD SUPPLIES	3,000.00	3,000.00	135.18	1,562.25	1,437.75	47.93 %
<a href="#">111-5611-54610</a>	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">111-5611-54810</a>	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	1,975.00	1,975.00	5,675.00	74.18 %
<a href="#">111-5611-56030</a>	INCENTIVES	3,209,183.00	1,209,183.00	23,602.41	534,377.51	674,805.49	55.81 %
<a href="#">111-5611-56040</a>	SPECIAL SERVICES	34,770.00	34,620.00	157.50	11,504.33	23,115.67	66.77 %
<a href="#">111-5611-56041</a>	SPECIAL SERVICES-REAL ESTATE	276,300.00	276,300.00	2,808.59	60,421.32	215,878.68	78.13 %
<a href="#">111-5611-56042</a>	SPECIAL SERVICES-INFRASTRUCTURE	8,375,000.00	9,875,000.00	0.00	9,281.46	9,865,718.54	99.91 %
<a href="#">111-5611-56080</a>	ADVERTISING	129,100.00	129,100.00	8,390.00	74,933.43	54,166.57	41.96 %
<a href="#">111-5611-56090</a>	COMMUNITY DEVELOPMENT	54,950.00	54,950.00	7,061.59	45,946.30	9,003.70	16.39 %
<a href="#">111-5611-56110</a>	COMMUNICATIONS	7,900.00	7,900.00	439.20	3,107.41	4,792.59	60.67 %
<a href="#">111-5611-56180</a>	RENTAL	27,000.00	27,000.00	2,250.00	18,000.00	9,000.00	33.33 %
<a href="#">111-5611-56210</a>	TRAVEL & TRAINING	73,000.00	73,000.00	2,126.60	45,654.58	27,345.42	37.46 %
<a href="#">111-5611-56250</a>	DUES & SUBSCRIPTIONS	57,824.00	57,824.00	83.52	47,786.12	10,037.88	17.36 %
<a href="#">111-5611-56310</a>	INSURANCE	6,303.00	6,453.00	0.00	6,449.31	3.69	0.06 %
<a href="#">111-5611-56510</a>	AUDIT & LEGAL SERVICES	23,000.00	23,000.00	4,405.00	11,717.50	11,282.50	49.05 %
<a href="#">111-5611-56570</a>	ENGINEERING/ARCHITECTURAL	87,500.00	587,500.00	8,379.18	149,801.98	437,698.02	74.50 %
<a href="#">111-5611-56610</a>	UTILITIES-ELECTRIC	2,400.00	2,400.00	140.36	1,533.14	866.86	36.12 %
<a href="#">111-5611-57410</a>	PRINCIPAL PAYMENT	575,973.97	575,973.97	48,241.06	381,352.34	194,621.63	33.79 %
<a href="#">111-5611-57415</a>	INTEREST EXPENSE	656,023.67	656,023.67	54,425.41	439,979.42	216,044.25	32.93 %
<a href="#">111-5611-58110</a>	LAND-PURCHASE PRICE	2,090,000.00	2,090,000.00	0.00	345,441.57	1,744,558.43	83.47 %
<a href="#">111-5611-58995</a>	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-345,441.57	345,441.57	0.00 %
	<b>Expense Total:</b>	<b>16,143,685.72</b>	<b>16,143,920.08</b>	<b>217,375.99</b>	<b>2,159,891.93</b>	<b>13,984,028.15</b>	<b>86.62%</b>
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>		<b>-7,963,539.72</b>	<b>-7,963,774.08</b>	<b>254,009.94</b>	<b>640,793.41</b>	<b>8,604,567.49</b>	<b>108.05%</b>
<b>Report Surplus (Deficit):</b>		<b>-7,963,539.72</b>	<b>-7,963,774.08</b>	<b>254,009.94</b>	<b>640,793.41</b>	<b>8,604,567.49</b>	<b>108.05%</b>

6/8/2023 9:37:08 AM

Page 1 of 3

8



06/21/2023 Item B.

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>						
Revenue	8,180,146.00	8,180,146.00	471,385.93	2,800,685.34	-5,379,460.66	65.76%
Expense	16,143,685.72	16,143,920.08	217,375.99	2,159,891.93	13,984,028.15	86.62%
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>	<b>-7,963,539.72</b>	<b>-7,963,774.08</b>	<b>254,009.94</b>	<b>640,793.41</b>	<b>8,604,567.49</b>	<b>108.05%</b>
<b>Report Surplus (Deficit):</b>	<b>-7,963,539.72</b>	<b>-7,963,774.08</b>	<b>254,009.94</b>	<b>640,793.41</b>	<b>8,604,567.49</b>	<b>108.05%</b>

6/8/2023 9:37:08 AM

Page 2 of 3

9

06/21/2023 Item B.

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CO	-7,963,539.72	-7,963,774.08	254,009.94	640,793.41	8,604,567.49
<b>Report Surplus (Deficit):</b>	<b>-7,963,539.72</b>	<b>-7,963,774.08</b>	<b>254,009.94</b>	<b>640,793.41</b>	<b>8,604,567.49</b>

6/8/2023 9:37:08 AM

Page 3 of 3

10

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

**Assets**

Cash and cash equivalents	\$ 12,314,528.82	
Receivables	\$ 120,000.00	Note 1
Inventories	\$ 16,006,005.00	
Prepaid Items	<u>\$ -</u>	
<b>Total Assets</b>	<u>\$ 28,440,533.82</u>	

**Deferred Outflows of Resources**

Pensions	<u>\$ 67,748.55</u>
<b>Total deferred outflows of resources</b>	<u>\$ 67,748.55</u>

**Liabilities**

Accounts Payable and other current liabilities	\$ 23,214.47	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 256,785.73	Note 3
Due in more than one year	<u>\$ 15,621,027.23</u>	
<b>Total Liabilities</b>	<u>\$ 15,902,227.43</u>	

**Deferred Inflows of Resources**

Miscellaneous	\$ (100,000.00)
Pensions	<u>\$ (84,717.41)</u>
<b>Total deferred inflows of resources</b>	<u>\$ (184,717.41)</u>

**Net Position**

Net investment in capital assets	\$ -
Unrestricted	<u>\$ 12,421,337.53</u>
<b>Total Net Position</b>	<u>\$ 12,421,337.53</u>

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

Note 2: Deposits from rental property

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

# Balance Sheet

## Account Summary

As Of 05/31/2023

Account	Name	Balance	
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>			
<b>Assets</b>			
<a href="#">111-1000-10110</a>	CLAIM ON CASH AND CASH EQUIV.	12,312,528.82	
<a href="#">111-1000-10115</a>	CASH - WEDC - INWOOD	0.00	
<a href="#">111-1000-10135</a>	ESCROW	0.00	
<a href="#">111-1000-10180</a>	DEPOSITS	2,000.00	
<a href="#">111-1000-10198</a>	OTHER - MISC CLEARING	0.00	
<a href="#">111-1000-10341</a>	TEXPOOL	0.00	
<a href="#">111-1000-10343</a>	LOGIC	0.00	
<a href="#">111-1000-10481</a>	INTEREST RECEIVABLE	0.00	
<a href="#">111-1000-11511</a>	ACCTS REC - MISC	0.00	
<a href="#">111-1000-11517</a>	ACCTS REC - SALES TAX	0.00	
<a href="#">111-1000-12810</a>	LEASE PAYMENTS RECEIVABLE	0.00	
<a href="#">111-1000-12950</a>	LOAN PROCEEDS RECEIVABLE	0.00	
<a href="#">111-1000-12996</a>	LOAN RECEIVABLE	0.00	
<a href="#">111-1000-12997</a>	ACCTS REC - JTM TECH	0.00	
<a href="#">111-1000-12998</a>	ACCTS REC - FORGIVEABLE LOANS	120,000.00	
<a href="#">111-1000-14112</a>	INVENTORY - MATERIAL/ SUPPLY	0.00	
<a href="#">111-1000-14116</a>	INVENTORY - LAND & BUILDINGS	16,006,005.00	
<a href="#">111-1000-14118</a>	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
<a href="#">111-1000-14310</a>	PREPAID EXPENSES - MISC	0.00	
<a href="#">111-1000-14410</a>	DEFERRED OUTFLOWS	228,434.00	
	<b>Total Assets:</b>	<b>28,668,967.82</b>	<b>28,668,967.82</b>
<b>Liability</b>			
<a href="#">111-2000-20110</a>	FEDERAL INCOME TAX PAYABLE	873.15	
<a href="#">111-2000-20111</a>	MEDICARE PAYABLE	329.08	
<a href="#">111-2000-20112</a>	CHILD SUPPORT PAYABLE	0.00	
<a href="#">111-2000-20113</a>	CREDIT UNION PAYABLE	0.00	
<a href="#">111-2000-20114</a>	IRS LEVY PAYABLE	0.00	
<a href="#">111-2000-20115</a>	NATIONWIDE DEFERRED COMP	0.00	
<a href="#">111-2000-20116</a>	HEALTH INSUR PAY-EMPLOYEE	3,550.52	
<a href="#">111-2000-20117</a>	TMRS PAYABLE	8,463.80	
<a href="#">111-2000-20118</a>	ROTH IRA PAYABLE	0.00	
<a href="#">111-2000-20119</a>	WORKERS COMP PAYABLE	0.00	
<a href="#">111-2000-20120</a>	FICA PAYABLE	1,407.14	
<a href="#">111-2000-20121</a>	TEC PAYABLE	0.00	
<a href="#">111-2000-20122</a>	STUDENT LOAN LEVY PAYABLE	0.00	
<a href="#">111-2000-20123</a>	ALIMONY PAYABLE	0.00	
<a href="#">111-2000-20124</a>	BANKRUPTCY PAYABLE	0.00	
<a href="#">111-2000-20125</a>	VALIC DEFERRED COMP	0.00	
<a href="#">111-2000-20126</a>	ICMA PAYABLE	0.00	
<a href="#">111-2000-20127</a>	EMP. LEGAL SERVICES PAYABLE	0.00	
<a href="#">111-2000-20130</a>	FLEXIBLE SPENDING ACCOUNT	7,043.58	
<a href="#">111-2000-20131</a>	EDWARD JONES DEFERRED COMP	0.00	
<a href="#">111-2000-20132</a>	EMP CARE FLITE	12.00	
<a href="#">111-2000-20133</a>	Unemployment Comp Payable	0.01	
<a href="#">111-2000-20151</a>	ACCRUED WAGES PAYABLE	0.00	
<a href="#">111-2000-20180</a>	ADDIT EMPLOYEE INSUR PAY	69.74	
<a href="#">111-2000-20199</a>	MISC PAYROLL PAYABLE	0.00	
<a href="#">111-2000-20201</a>	AP PENDING	1,465.45	
<a href="#">111-2000-20210</a>	ACCOUNTS PAYABLE	0.00	
<a href="#">111-2000-20530</a>	PROPERTY TAXES PAYABLE	0.00	
<a href="#">111-2000-20540</a>	NOTES PAYABLE	228,434.00	
<a href="#">111-2000-20810</a>	DUE TO GENERAL FUND	0.00	

As Of 05/31/2023

**Balance Sheet**

<b>Account</b>	<b>Name</b>	<b>Balance</b>
<a href="#">111-2000-22270</a>	DEFERRED INFLOW	100,000.00
<a href="#">111-2000-22275</a>	DEF INFLOW - LEASE PRINCIPAL	0.00
<a href="#">111-2000-22280</a>	DEFERRED INFLOW - LEASE INT	0.00
<a href="#">111-2000-22915</a>	RENTAL DEPOSITS	1,200.00
	<b>Total Liability:</b>	<b>352,848.47</b>
<b>Equity</b>		
<a href="#">111-3000-34110</a>	FUND BALANCE - RESERVED	0.00
<a href="#">111-3000-34590</a>	FUND BALANCE-UNRESERV/UNDESIG	27,675,325.94
	<b>Total Beginning Equity:</b>	<b>27,675,325.94</b>
Total Revenue		2,800,685.34
Total Expense		2,159,891.93
<b>Revenues Over/Under Expenses</b>		<b>640,793.41</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>28,316,119.35</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>28,668,967.82</u></b>

As Of 05/31/2023

## Balance Sheet

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

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

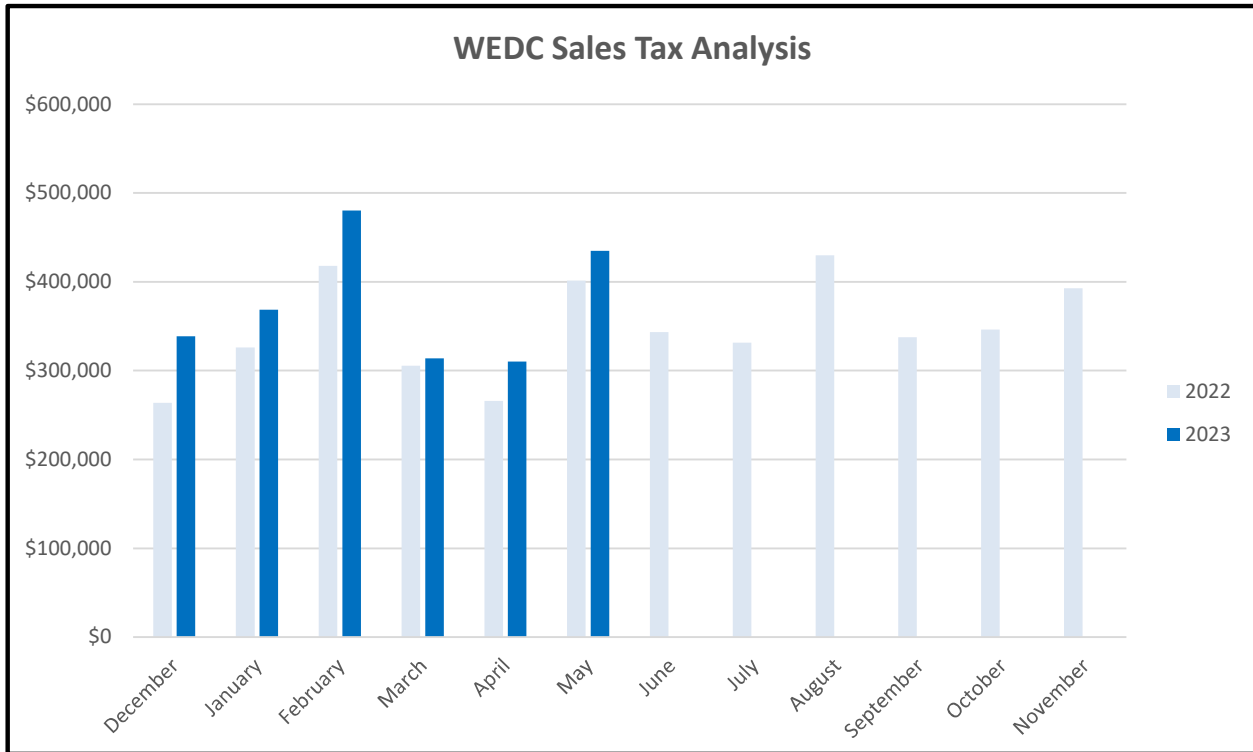
## Wylie Economic Development Corporation

### SALES TAX REPORT

May 31, 2023

#### BUDGETED YEAR

MONTH	FY 2020	FY 2021	FY 2022	FY 2023	DIFF 22 vs. 23	% DIFF 22 vs. 23
DECEMBER	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 75,148.88	28.51%
JANUARY	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 368,377.73	\$ 42,169.80	12.93%
FEBRUARY	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ 480,381.11	\$ 62,484.32	14.95%
MARCH	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 313,686.17	\$ 8,080.67	2.64%
APRIL	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 310,050.94	\$ 44,277.14	16.66%
MAY	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 434,878.33	\$ 33,698.14	8.40%
JUNE	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26			
JULY	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86			
AUGUST	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16			
SEPTEMBER	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61			
OCTOBER	\$ 249,357.02	\$ 326,382.38	\$ 346,236.36			
NOVEMBER	\$ 384,953.89	\$ 411,813.32	\$ 392,790.84			
<b>Sub-Total</b>	<b>\$ 3,283,492.09</b>	<b>\$ 3,875,470.98</b>	<b>\$ 4,161,281.96</b>	<b>\$ 2,246,100.83</b>	<b>\$ 265,858.95</b>	<b>14.02%</b>
<b>Total</b>	<b>\$ 3,283,492.09</b>	<b>\$ 3,875,470.98</b>	<b>\$ 4,161,281.96</b>	<b>\$ 2,246,100.83</b>	<b>\$ 265,858.95</b>	<b>14.02%</b>



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.  
 Example: May SlsTx Revenue is actually March SlsTx and is therefore the 6th allocation in FY23.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: C
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 1

Subject
Consider and act upon a Performance Agreement between the WEDC and Wylie Insurance Agency, Inc.

Recommendation
Motion to approve a Performance Agreement between the WEDC and Wylie Insurance Agency, Inc.

Discussion
As the Board will recall, the WEDC approved a Performance Agreement with Project 2021-11a (Wylie Insurance Agency, Inc.) in an amount not to exceed \$30,000, subject to City Council approval, on December 21, 2022. Additionally, on January 10, 2023, City Council authorized the WEDC to enter into a Performance Agreement with Project 2021-11a in an amount not to exceed \$30,000. For clarity, Staff is simply bringing this item back to the consent agenda with the inclusion of the LLC name, as both former approvals were tied only to "Project 2021-11a".
From our previous discussions, Wylie Insurance requested assistance from the WEDC specifically related to the construction of a new 5,361 square foot office building adjacent to the South Ballard Overlay, more specifically 404 South Jackson Avenue in Wylie, Texas. Wylie Insurance plans to invest over \$500,000 in the project over the next 12 months. The following Agreement outlines a \$30,000 infrastructure reimbursement incentive, payable over a two-year period.
The Performance Measures and Incentive Payments are identified as follows:
Incentive No. 1 ..... \$15,000
- Proof of Certificate of Completion by December 31, 2023; and
- Proof of Qualified Infrastructure investment of no less than \$30,000
- Company is current on all ad valorem taxes and other property taxes.
Incentive No. 2 ..... \$15,000
- Proof of Certificate of Occupancy one year from the anniversary of CC; and
- Company is current on all ad valorem taxes and other property taxes.



Should Wylie Insurance fail to meet the Performance Measures for Incentive No. 1, the entire Performance Agreement is voided in advance. Further, no partial incentive payments will be provided.

*Economic Impact Analysis (EIA): The estimated valuation for this project is approximately \$150/SF or \$804,150. With the WEDC's Infrastructure Reimbursement of \$30,000, this project will generate an estimated \$165,735 in overall tax revenue for the City of Wylie over the next 10 years. For every \$1 that the WEDC invests, this developer is investing \$5.52 in our community.*

*Additional estimates of tax revenue generated include \$20,587 for Collin County, \$132,836 for WISD, and \$9,117 for Collin College over the next 10 years.*

**PERFORMANCE AGREEMENT**  
**Between**  
**Wylie Economic Development Corporation**  
**And**  
**Wylie Insurance Agency, Inc.**

This Performance Agreement (the "Agreement") is made and entered into by and between the **Wylie Economic Development Corporation** ("WEDC"), a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act") and **Wylie Insurance Agency, Inc.**, a Texas Corporation ("Company").

RECITALS

WHEREAS, Company owns that certain tract of property located within the corporate limits of the City of Wylie, Texas (the "City"), consisting of .752 acres, more or less, located at 404 S Jackson, in the City of Wylie, Collin County, Texas, as more fully described in the attached **Exhibit A** (the "Property");

WHEREAS, the Company plans to construct a single story building containing approximately 5,361 square feet of space on the Property in accordance with the site plan attached hereto and incorporated herein as **Exhibit B** (the "Facility");

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

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

WHEREAS, Company proposes to use the economic incentive for the construction of the Qualified Infrastructure which will include approved public infrastructure improvements and site improvements as may be amended from time to time, necessary for the development of the Property, as generally described in the attached **Exhibit C**; and

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

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

WHEREAS, the WEDC is willing to provide the Company with economic assistance hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and requirements hereinafter set forth, the parties hereto agree as follows:

**1. Economic Assistance.** Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of performance reimbursement incentives (the "Reimbursement Incentives") upon completion of the Performance Criteria set forth below. The total amount of economic assistance and/or incentives to be paid to the Company, including the Reimbursement Incentives, shall not exceed the cumulative sum of Thirty Thousand Dollars (\$30,000.00).

**2. Performance Obligations.** The WEDC's obligation to pay Company the Reimbursement Incentives stipulated above is expressly contingent upon Company completing the following items (the "Performance Criteria") by the due dates set forth below:

**A. Incentive One.** A maximum Reimbursement Incentive of Fifteen Thousand Dollars (\$15,000.00) will be paid to the Company upon completion of the following Performance Criteria for Incentive One:

i. The Facility shall be completed (as evidenced by a Certificate of Completion) no later than December 31, 2023 (the "CC Deadline");

ii. Company shall supply documentation to the WEDC that the Qualified Infrastructure has been completed and that the cost of constructing the Qualified Infrastructure was at Thirty Thousand Dollars (\$30,000.00) no later than the CC Deadline; and

iii. Company is current on all ad valorem taxes and other property taxes due on the Property and the Facility through the Performance Deadline and provide written notice and evidence thereof to WEDC in a form satisfactory to WEDC.

**B. Incentive Two.** A maximum Reimbursement Incentive of Fifteen Thousand Dollars (\$15,000.00) will be paid to the Company upon completion of the following Performance Criteria for Incentive Two:

i. The Facility shall be completed (as evidenced by a permanent Certificate of Occupancy and executed lease) no later than one (1) year from the anniversary of the CC Anniversary Date; and

ii. Company is current on all ad valorem taxes and other property taxes due on the Property and the Facility through the Performance Deadline and provide written notice and evidence thereof to WEDC in a form satisfactory to WEDC.

**3. WEDC Payment of Reimbursement Incentives.** Subject to the terms and conditions of this Agreement, the Reimbursement Incentives shall be paid by WEDC to the Company within thirty (30) days after the applicable deadline for achievement of the Performance Criteria for such Reimbursement Incentives.

**4. Default.** The WEDC's obligation to pay any portion of the Reimbursement Incentives to Company will terminate or be reduced if Company defaults by not completing the Performance Criteria applicable to such Reimbursement Incentives as set forth in Section 2 of this Agreement. In the event Company fails to meet any of the Performance Criteria for Incentive One in Section 2 of this Agreement, the Reimbursement Incentives shall not be paid to the Company and WEDC shall have the right, but not the obligation, in WEDC's sole discretion, to terminate this Agreement.

**5. Termination of Agreement.** This Agreement may be terminated by mutual written consent of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in this Agreement, or as otherwise provided in this Agreement.

**6. Economic Assistance Termination.** Notwithstanding the terms of this Agreement, to the extent this Agreement is not earlier terminated, the WEDC's obligation to pay a portion or all of the Reimbursement Incentives to Company will expire upon the earlier of (i) the full payment of the Reimbursement Incentives, or (ii) January 31, 2025.

**7. Miscellaneous.**

a. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of the Act, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with the Act, the Act shall prevail.

b. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.

c. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement shall not be assignable by Company without the prior written consent of the WEDC, which consent will be at the sole and absolute discretion of the WEDC.

d. Any notice required or permitted to be given under this Agreement shall be deemed delivered by hand delivery or depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any party hereto might specify in writing:

WEDC: Jason Greiner

Executive Director  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, TX 75098

COMPANY: Wylie Insurance Agency, Inc.  
P.O. Box 40 (201 Calloway St)  
Wylie, Texas 75098  
Attn: John Yeager

e. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all the parties hereto.

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

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

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

i. Time is of the essence in this Agreement.

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

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

[SIGNATURE PAGE FOLLOWS]

WEDC Board approved this 21st day of December 2022, the Effective Date.

**WEDC:**

WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas Corporation

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

**COMPANY:**

Wylie Insurance Agency, Inc., a Texas Corporation

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

Exhibits:

- Exhibit A - Legal Description of the Property
- Exhibit B - Site Plan of the Facility
- Exhibit C - The Qualified Infrastructure

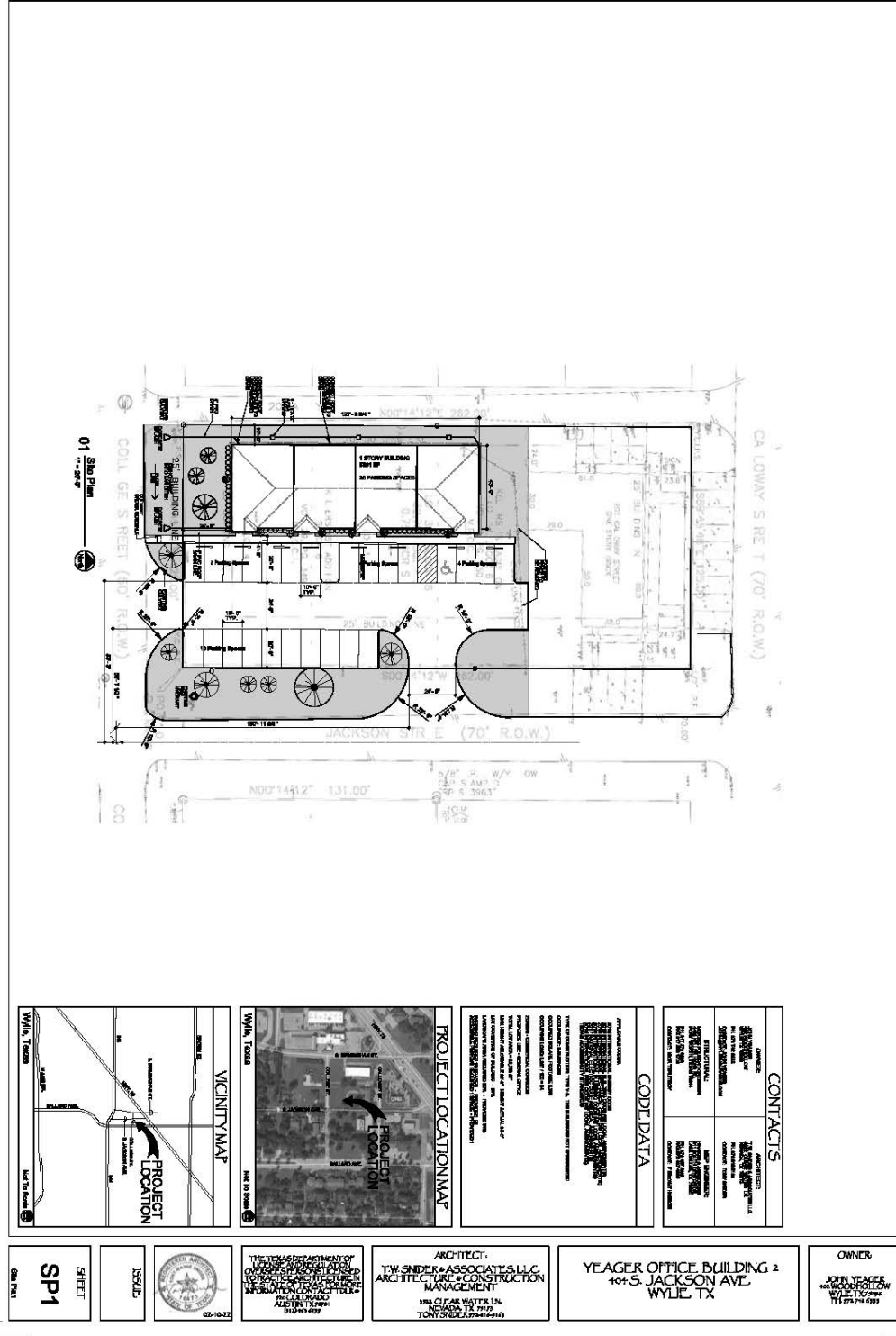
**EXHIBIT A**

**Legal Description of the Property**

Lot 3R, Block 6, of Keller 1<sup>st</sup> Addition, an addition to the City of Wylie, Collin County, Texas, according to the Map or Plat recorded in Volume 2009, Page 3, Map Records of Collin County, Texas.

## EXHIBIT B

### Site Plan of the Facility





**EXHIBIT C**

**The Qualified Infrastructure**

[SEE ATTACHED]



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: 1
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 1

Subject
Consider and act upon issues surrounding Downtown Parking and Drainage Improvements.

Recommendation
Motion to award the contract to Kimley-Horn and Associates, Inc. in the amount of \$43,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion
As the Board is aware, the WEDC has been working with Kimley Horn on coordination efforts for improved parking downtown and detention will be needed either above ground or underground beneath each parking lot. As such, Kimley-Horn has provided an Individual Project Order (IPO) for professional and engineering services for the Downtown Parking and Drainage Improvements.
The tasks outlined below are the professional services to be provided by Kimley-Horn requested by the Client. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated.
1. Topographic Survey - \$21,000 LS
2. Concept Plan - \$7,500 LS
3. Engineer’s Opinion of Probable Construction Cost (OPCC) - \$5,000 LS
4. Meetings/Project Coordination - \$10,000 HR
Upon approval, WEDC Staff will sign and return the documentation and expedite this process.

**INDIVIDUAL PROJECT ORDER (IPO) #5**  
**DOWNTOWN PARKING & DRAINAGE IMPROVEMENTS**  
**DATE PREPARED: JUNE 16, 2023**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the Wylie Economic Development Corporation (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 4, 2022, which is incorporated herein by reference.

**Identification of Project:**

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "KH" or "the Consultant") is pleased to submit this professional services agreement to the Wylie Economic Development Corporation ("WEDC" or "the Client") for providing professional civil engineering services to provide a concept plan of the parking and drainage improvements in Downtown Wylie.

**Scope of Services:**

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

LS = Lump Sum Fee Type  
 HR = Projected Hourly Fee Type

**Task 1 – Topographic Survey**

**\$ 21,000 LS**

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

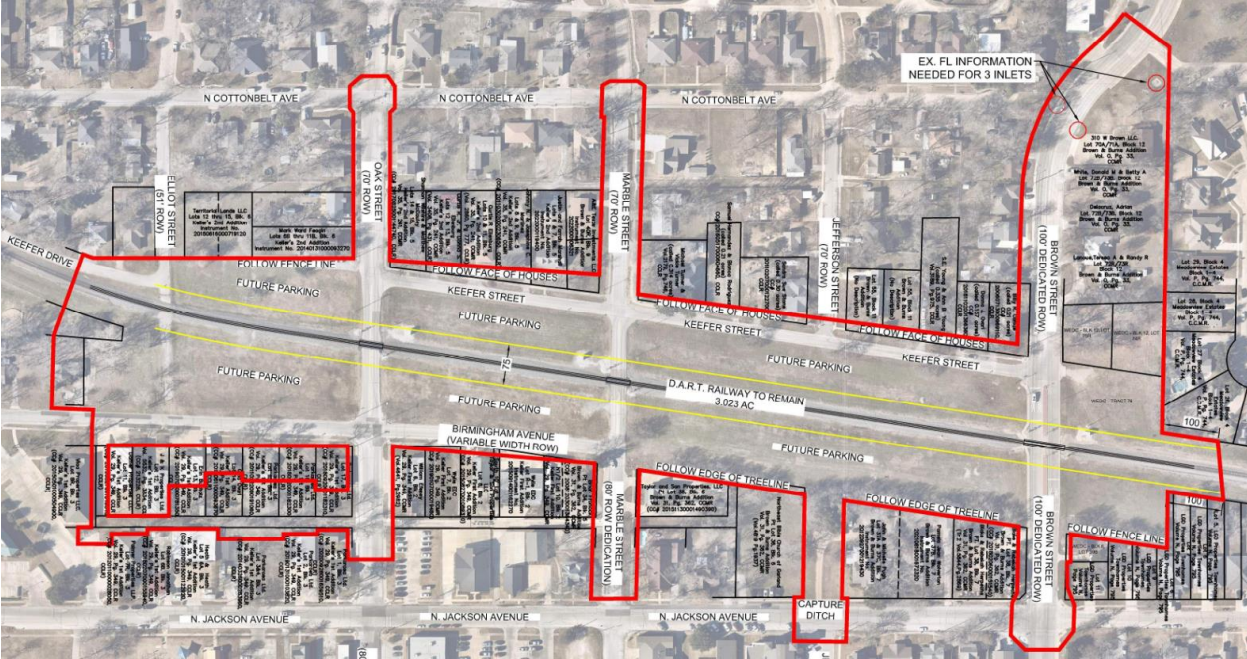
The survey scope includes topographic survey of approximately 23 acres and boundary survey of 81 tracts of land.

This survey work will not be authorized until the utility locates are completed within the railroad right of way (ROW). The survey will include tying in the utility locate indicators.

Below is an exhibit showing the survey extents.

*The remainder of this page intentionally left blank.*

Prepared 6/16/2023



**Task 2 – Concept Plan**

**\$ 7,500 LS**

KH will prepare a concept plan that shows the proposed paving and drainage improvements for the study area and submit to the WEDC for review. The proposed improvements are anticipated to include:

- Surface parking in the excess Union Pacific ROW
- Extension of Birmingham Avenue to Brown Street
- Extension of Jefferson Street from the Birmingham extension to N Jackson Avenue
- Alley extension east of Birmingham and south of Oak Street
- Underground regional detention facilities

The concept plan will be submitted to the WEDC for review. Once the plan is finalized, an amendment will be prepared for the detailed design of the improvements and the preparation of construction plans.

**Task 3– Engineer’s Opinion of Probable Construction Cost (OPCC)**

**\$5,000 LS**

We will prepare an OPCC for the improvements shown on the concept plan. The deliverable for this task will be one spreadsheet in PDF format. KH has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to KH at the time and represent only KH’s judgment as a design professional familiar with the construction industry. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

**Task 4 - Meetings/Project Coordination**

**\$10,000 HR**

We will prepare for and attend meetings with the WEDC staff and City of Wylie staff and provide general project coordination. We have budgeted up to 50 hours of effort for this task.

Prepared 6/16/2023

**Additional Services if required:** Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the WEDC.

**Schedule:** Project to begin upon receipt of signed IPO #5. We will provide our services as expeditiously as practicable.

**Terms of compensation:** Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

LS = Lump Sum Fee Type  
HR = Projected Hourly Fee Type

<b>Task 1 – Topographic Survey</b>	<b>\$21,000 LS</b>
<b>Task 2 – Concept Plan</b>	<b>\$7,500 LS</b>
<b>Task 3 – Engineer’s Opinion of Probable Construction Cost</b>	<b>\$5,000 LS</b>
<b>Task 4 – Meetings/Project Coordination</b>	<b>\$10,000 HR</b>
<b>Projected Total</b>	<b>\$43,500</b>

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed and projected Hourly Tasks shown as effort expended.

**Other special terms of Individual Project Order:** None

**ACCEPTED:**

WYLIE ECONOMIC DEVELOPMENT CORPORATION

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Senior Vice President

DATE: \_\_\_\_\_

DATE: June 16, 2023



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: 2
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 1

Subject
Consider and act upon issues surrounding Eubanks Easement and ROW Coordination.

Recommendation
Motion to award the contract to Kimley-Horn and Associates, Inc. in the amount of \$23,125 and further authorize the Executive Director to execute any and all necessary documents.

Discussion
As the Board will recall, on May 17, 2023 the WEDC approved the installation of a gas main extension to serve properties from Brown Street to Eubanks Lane, north up to Hwy 78 and then east all the way to Kreymer Lane. As such, Kimley-Horn has provided an Individual Project Order (IPO) for professional and engineering services for the Eubanks Easement and ROW Coordination.
The tasks outlined below are the professional services to be provided by Kimley-Horn requested by the Client. The Scope of Services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated.
1. ROW Determination/Boundary Survey - \$7,000 LS
2. Easement Documents - \$6,125 LS
3. Meetings/Project Coordination - \$10,000 HR
Upon approval, WEDC Staff will sign and return the documentation and expedite this process.

**INDIVIDUAL PROJECT ORDER (IPO) #8**  
**EUBANKS EASEMENT AND ROW COORDINATION**  
**DATE PREPARED: JUNE 16, 2023**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the Wylie Economic Development Corporation (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 4, 2022, which is incorporated herein by reference.

**Identification of Project:**

Kimley-Horn and Associates, Inc. (“Kimley-Horn”, “KH” or “the Consultant”) is pleased to submit this professional services agreement to the Wylie Economic Development Corporation (“WEDC” or “the Client”) for providing professional civil engineering services for Eubanks gas easement coordination.

The ultimate right of way (ROW) for Eubanks Lane has not been determined. If the City of Wylie confirms the ultimate ROW width prior to KH receiving survey data, the gas easement will be prepared on the east side of the ultimate ROW. If the ultimate ROW width cannot be confirmed by the time KH receives survey, we will use the west line of the properties on the east side of Eubanks Lane as the east line of the gas easement.

The City of Wylie has water infrastructure in the area. We do not know whether or not the water line is in an easement or inside the Eubanks ROW. Adjustments to the easement location may be necessary depending on where the water line is actually located based on survey.

**Scope of Services:**

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

LS = Lump Sum Fee Type  
 HR = Projected Hourly Fee Type

**Task 1 – ROW Determination / Boundary Survey \$ 7,000 LS**

KH (through a sub-consultant) will prepare a boundary survey of the study area. The boundary survey is to be used for easement preparation and design only and will not be issued as a stand-alone survey document. The survey will identify existing ROW, edge of pavement (Eubanks) and observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances on the east side of Eubanks. We will coordinate with Texas 811 to locate existing utilities prior to mobilizing the survey crew. The City of Wylie datum will be used.

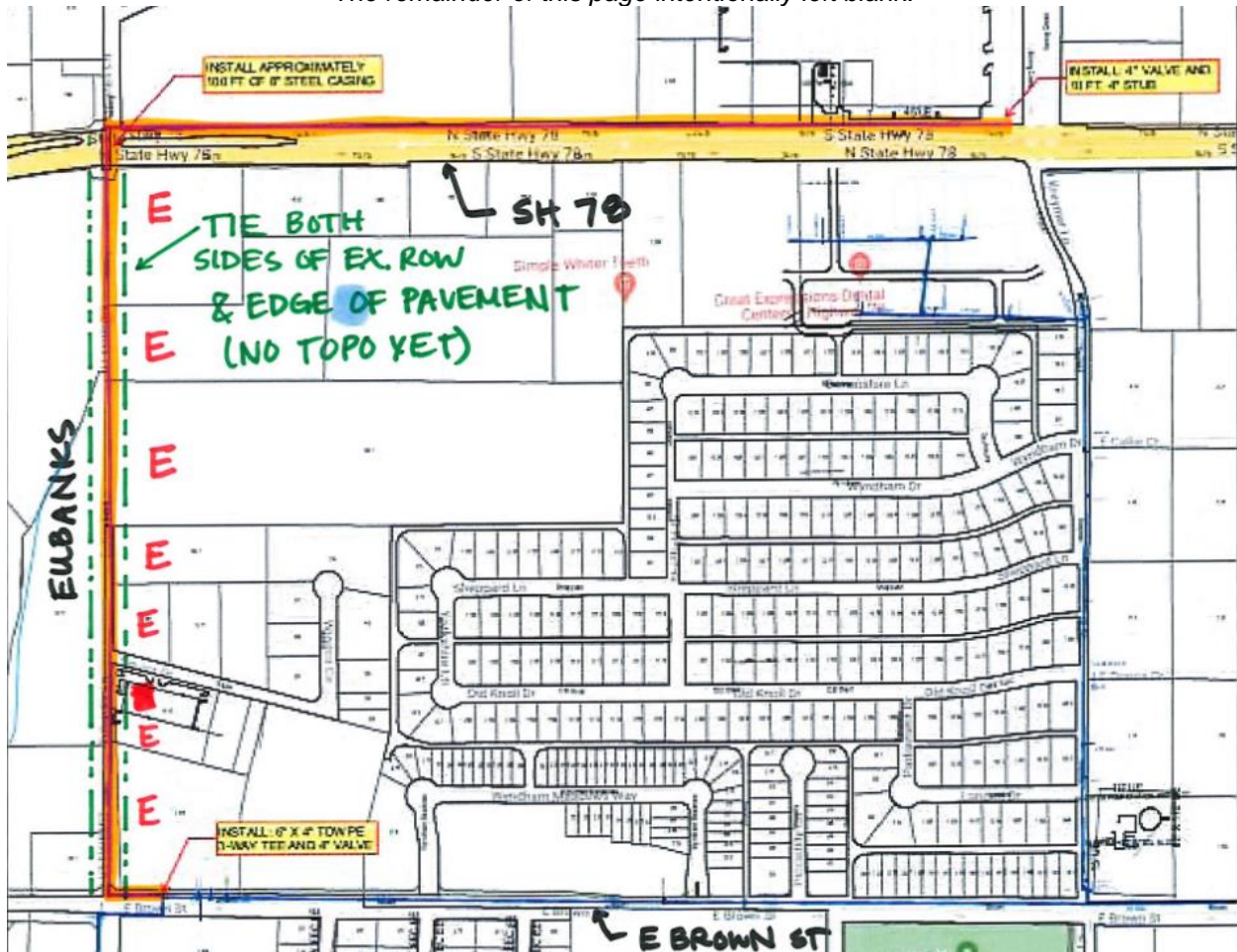
**Task 2 – Easement Documents \$ 6,125 LS**

KH (through a sub-consultant) will prepare up to seven easement exhibits. The easement exhibits will include legal descriptions. Additional easement exhibits can be prepared for an additional \$875 each.

Below is an exhibit showing the survey extents.

Prepared 6/16/2023

The remainder of this page intentionally left blank.



**Task 3 - Meetings/Project Coordination**

**\$10,000 HR**

We will prepare for and attend meetings with the WEDC staff and City of Wylie staff and provide general project coordination. We have budgeted up to 50 hours of effort for this task.

**Additional Services if required:** Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the WEDC.

**Schedule:** Project to begin upon receipt of signed IPO #8. We will provide our services as expeditiously as practicable.

Prepared 6/16/2023



**Terms of compensation:** Kimley-Horn will perform the tasks identified in the Scope of Services for the fee type shown as follows:

LS = Lump Sum Fee Type  
HR = Projected Hourly Fee Type

<b>Task 1 – ROW Determination / Boundary Survey</b>	<b>\$7,000 LS</b>
<b>Task 2 – Easement Documents</b>	<b>\$6,125 LS</b>
<b>Task 3 – Meetings/Project Coordination</b>	<b>\$10,000 HR</b>
<b>Projected Total</b>	<b>\$23,125</b>

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed and projected Hourly Tasks shown as effort expended.

**Other special terms of Individual Project Order:** None

**ACCEPTED:**

WYLIE ECONOMIC DEVELOPMENT CORPORATION

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Senior Vice President

DATE: \_\_\_\_\_

DATE: June 16, 2023



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: 3
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 1

Subject
Consider and act upon issues surrounding Environmental Services on WEDC properties located at the 544 Gateway Addition.

Recommendation
Motion to award a contract to Braun Intertec in the amount of \$30,300 and further authorize the Executive Director to execute any and all necessary documents.

Discussion
As the Board is aware, WEDC is in the process of developing the FM 544 Gateway property and will need to install a detention pond at the location of the former Chemical Recycling Inc. facility at 802 W Kirby.
The Soil & Groundwater Plan prepared by Braun Intertec in 2020 described procedures to follow when conducting earthwork at the site. In an effort to maintain necessary protocols, Braun Intertec has provided a proposal to provide limited oversight and environmental assistance during this process.
These services include soil and groundwater management plan training onsite to ensure that contractors are aware of necessary procedures, site inspections and soil management assistance during the excavation of the detention pond/other site developments, and waste management assistance.
1. Soil and Groundwater Management Plan Training - \$7,100
2. Soil Management Assistance - \$19,200
3. Waste Management Assistance Investigation Report - \$4,000
Note: This proposal does not include costs for the excavation, transportation, or disposal of impacted soil. While this estimated total is \$30,300, Braun Intertec may not use all this amount.
Upon approval, Staff will coordinate with Braun Intertec to provide at least 2 weeks' notice prior to coordination of safety professionals with the contractors.

May 16, 2023

Mr. Jason Greiner  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, Texas 75098  
[Jason@wylieedc.com](mailto:Jason@wylieedc.com)

Re: Waste Management and Environmental Assistance  
Former Chemical Recycling Inc. Facility  
Wylie, Texas

Dear Mr. Greiner:

Braun Intertec Corporation is pleased to present this proposal to provide limited oversight and environmental assistance during the development of a detention pond at the former Chemical Recycling Inc. (CRI) facility located at 802 West Kirby Street in Wylie, Collin County, Texas (Site). This proposal outlines the Scope of Services and provides estimated costs for the proposed work.

## Background

The Client provided surveys depicting the location of the proposed detention pond that will be constructed on the property formerly operated by Chemical Recycling Inc. which was the subject of investigations directed under the U.S. Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ). Chemicals of concern identified in soil and groundwater included chlorinated solvents and heavy metals.

## Scope of Services

The proposed scope of services includes the following:

### Task 1 – Soil and Groundwater Management Plan Training

A Soil & Groundwater Management Plan was prepared by Braun Intertec in March 2020 describing procedures to follow when conducting earthwork at the Site. Braun Intertec will provide personnel as requested by the Client to go over the Soil & Groundwater Management Plan with contractors. This cost estimate includes time for Braun Intertec project manager to be on-Site up to four times to go over the Soil & Groundwater Management Plan with Client contractors. Client is responsible for coordinating with its contractors and scheduling designated training times. Multiple contractors can be trained during each training. The training will be completed in English and is anticipated to last approximately 3 hours each session. If training in a language other than English is required, additional fees will apply.

*If necessary, Braun Intertec can provide Hazardous Waste Operations and Emergency Response Training (HAZWOPER) or chemical of concern general awareness training as deemed appropriate. Costs for this training would be under a separate proposal. Braun Intertec will not be held responsible for reviewing safety records, programs, or protocols or vetting Client-hired contractors.*

Wylie EDC  
Former CRI Facility  
May 16, 2023  
Page 2

## **Task 2 – Site Inspections and Soil Management Assistance**

Braun Intertec will provide limited oversight during the excavation of the detention pond and other Site developments as requested by the Client. Braun Intertec will screen excavated soil using a photo ionization detector (PID) to assist in screening soil for reuse on the Site. This cost estimate includes up to 75 hours (e.g. 15, 5-hr field days) for a Braun Intertec staff scientist to be on-Site during the excavation activities.

To assess excavated soil for potential on-Site reuse or off-Site disposal, Braun Intertec will collect one soil sample per quadrant of the proposed detention pond at a depth of 2-4 feet below ground surface to determine the suitability for on-Site reuse. Soil samples will not be collected from the surface (0-2 feet) since this material is presumed to be clean imported fill. The soil samples will be analyzed for volatile organic compounds (VOCs) by EPA Method 8260 and selected Resource Conservation Recovery Act (RCRA) metals using EPA Method 6010. The selected metals will include arsenic, chromium, lead, and selenium, which were Site chemicals of concern identified during the previous investigations of the former Chemical Recycling Inc. facility.

Impacted soil encountered by Client or Client's contractors during the development of the Site should be segregated and placed on plastic sheeting. Braun Intertec will sample potentially impacted soil to evaluate its suitability for reuse. These soil samples will be analyzed for VOCs and RCRA metals arsenic, chromium, lead, and selenium.

This proposal and cost estimate assumes up to 15 total soil samples collected and analyzed for VOCs and selected RCRA metals.

If additional labor or sampling is required, Braun Intertec will discuss with Client in advance and bill Client on a time and materials basis in accordance with the attached Fee Schedule.

*Note: Soil samples selected for the analysis VOCs will be collected using EPA Sampling Method 5035 with sampling containers provided by the laboratory.*

## **Task 3 – Waste Management Assistance**

If necessary, impacted soil that cannot be relocated and reused on-Site should be properly profiled and disposed at a landfill permitted to receive the waste. This may include soil removed during drilling for constructing piers in likely or potentially impacted areas. The cost estimate includes time for a Braun Intertec scientist to assist with profiling soil for off-Site disposal, if necessary.

*Note: This proposal does not include costs for the excavation, transportation, or disposal of impacted soil.*

## **Cost Estimate**

Braun Intertec will provide the services described herein on a time and expense basis. The estimated cost breakdown summary is listed below.

Wylie EDC  
Former CRI Facility  
May 16, 2023  
Page 3

<b>Service Description</b>	<b>Cost</b>
Task 1 – Soil and Groundwater Management Plan Training .....	<b>\$7,100</b>
Task 2 – Soil Management Assistance .....	<b>\$19,200</b>
Task 3 – Waste Management Assistance Investigation Report .....	<b>\$4,000</b>
<b><i>Estimated Total</i></b>	<b><u>\$30,300</u></b>

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of **\$30,300** presented is based on the Scope of Services and assumptions described herein. You will be billed only for services provided on a time and material basis. Braun Intertec will not exceed \$30,300 without prior approval from Client.

### Scheduling

The work will begin following authorization to proceed by the Client.

### Assessment Limitations

This proposal includes Braun Intertec labor, laboratory analysis, and equipment billed as outlined on the attached Fee Schedule. This proposal includes analytical costs for up to 15 soil samples by an environmental laboratory. Additional labor and sampling will be billed on a time and materials basis in accordance with the attached Fee Schedule.

Wylie EDC  
Former CRI Facility  
May 16, 2023  
Page 4

**Authorization**

This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, **please sign and return one copy in its entirety to Braun Intertec as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately.

The Braun Intertec General Conditions are included with this proposal and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Clayton Snider, PG at 972.349.1731 or csnider@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

  
Patrick Fortson, PG  
Business Unit Leader, Senior Scientist

  
Clayton Snider, PG  
Group Manager, Senior Scientist

Attachments:  
General Conditions – (1/1/18)

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The proposal and Braun Intertec General Conditions is accepted, and you are authorized to proceed:

\_\_\_\_\_  
Authorizer’s Firm

\_\_\_\_\_  
Authorizer’s Signature

\_\_\_\_\_  
Authorizer’s Name (please print or type)

\_\_\_\_\_  
Authorizer’s Title

\_\_\_\_\_  
Date

## General Conditions

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee of the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



**BRAUN INTERTEC**

**STANDARD FEE SCHEDULE**  
*Effective January 1, 2023 – December 31, 2023*

<b>LABOR CATEGORY</b>	<b>HOURLY RATE</b>
Principal Consultant II.....	\$263
Principal Consultant I.....	\$237
Senior Consultant III.....	\$220
Senior Consultant II.....	\$212
Senior Consultant I.....	\$194
Project Consultant III.....	\$176
Project Consultant II.....	\$162
Project Consultant I.....	\$149
Staff Consultant III.....	\$134
Staff Consultant II.....	\$115
Staff Consultant I.....	\$104
Field Scientist IV.....	\$124
Field Scientist III.....	\$113
Field Scientist II.....	\$104
Field Scientist I.....	\$96
GIS/CAD Specialist III.....	\$146
GIS/CAD Specialist II.....	\$124
GIS/CAD Specialist I.....	\$100
Project Assistant.....	\$96
Project Control Specialist.....	\$96

Charges for expert witness, emergency, litigation support related depositions, court appearances, and trial testimony will be billed at the above rates plus 100%.

<b>OTHER DIRECT COSTS</b>	
Rental Equipment.....	Cost + 15%
Travel.....	Cost + 15%
Food and Lodging (Professional Staff).....	Cost + 15%
Company Vehicle.....	\$121/day (+ mileage >50 miles)
Mileage.....	IRS Standard Mileage Rate + 15%*
Braun Intertec Field Equipment.....	project specific, on request

\* Rate may vary based on prevailing IRS Standard Mileage Rate.

<b>OUTSIDE PROFESSIONALS &amp; SERVICES</b>
Outside services, equipment, and facilities provided by Braun Intertec will be billed at cost plus 15 percent (15%) and may include the following:
<ul style="list-style-type: none"> <li>• Laboratory Testing</li> <li>• Drilling and Geoprobe™ Services</li> <li>• Remediation Subcontractors</li> <li>• Waste Disposal and/or Transportation Subcontractors</li> <li>• Other Consultants</li> </ul>

<b>INVOICES</b>
Invoices will be generated and submitted monthly, at a minimum, and are payable upon receipt. Additional payment terms are presented in the Consulting Agreement.

## AGENDA REPORT

<b>Meeting Date:</b>	<u>June 21, 2023</u>	<b>Item Number:</b>	<u>4</u>
<b>Prepared By:</b>	<u>Jason Greiner</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>June 16, 2023</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider and act upon a Second Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC.

### Recommendation

Motion to approve a Second Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC and further authorize WEDC President or his designee to execute said agreement.

### Discussion

As the Board will recall, the WEDC approved a First Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC on March 22, 2023.

This Second Amendment provides a 45-day extension to the Purchase & Sale Agreement to allow the buyer adequate time to get final construction costs and to allow the WEDC's current tenant time to relocate.

#### Original Analysis:

- Lots 2, 3, and 4 of Wyndham Estates
- Feasibility Period Expiration: March 20, 2023
- Closing Date: April 19, 2023

#### First Amendment Approved 3-22-23:

- Amended Feasibility Period Expiration with a 90-day extension: June 18, 2023
- Amended Closing Date on or before: July 18, 2023

#### As presented:

- 2<sup>nd</sup> Amended Feasibility Period Expiration with a 45-day extension: August 2, 2023
- 2<sup>nd</sup> Amended Closing Date on or before: September 1, 2023

**SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT**

THIS **SECOND AMENDMENT TO REAL ESTATE SALES CONTRACT** (“**Amendment**”) is effective on June \_\_\_\_, 2023, between **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (“**Seller**”) and **MLKJ INVESTMENTS LLC**, a Texas limited liability company (“**Purchaser**”).

**RECITALS**

**WHEREAS**, the parties hereto entered into that certain Real Estate Sales Contract dated September 21, 2022 (the “**Contract**”), whereby Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller Lots 2, 3, and 4 of Wyndham Estates, Phase III, an addition to the City of Wylie, Collin County, Texas (the “**Land**”), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land (collectively the “**Property**”), as further described in the Contract; and

**WHEREAS**, Seller and Purchaser desire to amend the Contract in certain respects as set forth below.

**NOW THEREFORE**, in consideration of the Property, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and the Parties agree herein to amend the Contract as follows:

1. **Capitalized Terms.** Unless otherwise defined herein, capitalized terms shall have the meaning as set forth in the Contract.
2. **Feasibility Period Extension.** Seller and Purchaser hereby agree to amend Section 3.04 of the Contract to extend the expiration of the Feasibility Period by forty-five (45) days, such that the Feasibility Period shall expire August 2, 2023.
3. **Continued Validity.** Except as amended herein, each and every term of the Contract shall remain in full force and effect as originally written and executed.
4. **Counterparts/Delivery.** This instrument may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. The parties hereto may execute and deliver this instrument by forwarding facsimile, telefax, electronic pdf or other means of copies of this instrument showing execution by the parties sending the same. The parties agree and intend that such signature shall have the same effect as an original signature, that the parties shall be bound by such means of execution and delivery, and that the parties hereby waive any defense to validity based on any such copies or signatures.
5. **Captions.** Headings of paragraphs are for convenience of reference only and shall not be construed as part of this Amendment.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed as of the date set forth above.

**SELLER:**

WYLIE ECONOMIC DEVELOPMENT CORPORATION

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

**PURCHASER:**

MLKJ INVESTMENTS LLC, a Texas limited liability company

By: BR Profits, Inc., a Texas corporation,  
Manager

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

By: Ojos Investments LLC, a Texas limited liability company, Manager

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



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: 5
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits: 1

Subject
Consider and act upon a First Amendment to the Performance Agreement between the WEDC and Glen Echo Brewing.

Recommendation
Motion to approve a First Amendment to the Performance Agreement between the WEDC and Glen Echo Brewing, subject to City Council Approval and further authorize the Executive Director to execute any and all necessary documents.

Discussion
As the Board will recall, the City Council approved Project 2022-7c on February 14, 2023, and the WEDC approved a Performance Agreement with Glen Echo Brewing in an amount not to exceed \$80,000 on February 15, 2023.
This First Amendment provides a 90-day extension to the Performance Agreement due to delays in the construction timeline and a modification to the economic assistance in the amount of \$\_\_\_\_\_ due to unanticipated expenses related to the buildings foundation and fire suppression system.
As presented:
Amended Section 1: Economic Assistance (b) in an amount not to exceed \$\_\_\_\_\_ (originally \$80,000)
1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of (a) forgiveness of all or a portion of the Seller Note over a three (3) year period, in an amount not to exceed \$100,000.00, plus interest in the aggregate, and (b) performance incentives in an amount not to exceed \$80,000.00 in the aggregate (collectively, the "Economic Assistance") upon completion of the Performance Obligations set forth below. The total amount of economic assistance and/or incentives to be paid to the Company, including forgiveness of the Seller Note and payment of the qualified infrastructure incentives, shall not exceed the cumulative sum of One Hundred Eighty Thousand Dollars (\$180,000.00).

Amended Section 2: Performance Obligations as follows:

- (a) \$ \_\_\_\_\_ and,  
 (a)(i) (CO Deadline) by 90 days from 8-17-23 to 11-15-23

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

(a) Year One. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) upon completion of the following Performance Obligations for Year One;

i. Company shall supply documentation to the WEDC proving completion of the 4,125 square foot Facility remodel, as evidenced by a Certificate of Occupancy or letter from the City's Chief Building Official (a "Certificate of Occupancy") for the Facility, no later than 180 days after the Effective Date of this Agreement (a "CO Deadline"); The issuance date of the Certificate of Occupancy for the Facility will become the "Facility Completion Date";

ii. Company shall supply documentation to the WEDC supporting a minimum Project Cost of One Million Dollars (\$1,000,000.00) as evidenced by paid invoices, no later than the CO Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for the Facility has been completed and that the total cost of constructing the Qualified Infrastructure for the Facility was at least Eighty Thousand Dollars (\$80,000.00) no later than the CO Deadline; and

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

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

vi. Employment verification proving the number of Full-Time Employees employed at the Facility as of the Facility Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

Attachment

- Performance Agreement

**PERFORMANCE AGREEMENT  
BETWEEN  
WYLIE ECONOMIC DEVELOPMENT CORPORATION  
AND  
GLEN ECHO BREWING LLC**

This **PERFORMANCE AGREEMENT** (the “Agreement”) is entered into by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation (“WEDC”) and **GLEN ECHO BREWING LLC**, a Texas limited liability company (“Company”).

**RECITALS:**

**WHEREAS**, Company is purchasing from the WEDC, Lot R-1, Block 2 of a Replat of Part of Lot 9 and Part of Lot 10, Block 2, of W.J. Keller’s First Addition,, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume F, Page 574, Plat Records of Collin County, Texas, and commonly known as 106 N. Birmingham Street, Wylie, Texas, 75098 (the “Property”), for the purchase price of *Two Hundred Ninety Thousand and No/100ths Dollars* (\$290,000.00), according to the terms and conditions of a Real Estate Sales Contract by and between the parties dated January 18, 2023 (the “Contract”);

**WHEREAS**, pursuant to the terms of the Contract, at closing, the Company shall pay WEDC the sum of \$190,000.00 in cash, with the balance of the purchase price being in the form of a promissory note executed by Company and payable to WEDC in the amount of \$100,000.00 (the “Seller Note”), which is secured by a Deed of Trust upon the Property (“Deed of Trust”);

**WHEREAS**, the Company is desirous of making real and personal property improvements to an existing 4,125 square foot building located at 106 N. Birmingham Street in Wylie, Texas (the “Facility”) and adding several new Full-Time Employees at the Facility over the next three years (the “Project”). The Project will have an estimated construction cost of One Million Dollars (\$1,000,000.00); and

**WHEREAS**, Company may qualify for forgiveness of all or a portion of the debt evidenced by the Seller Note in accordance with the terms of the Seller Note, subject to Company’s satisfaction of the Performance Obligations set forth below;

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

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

**WHEREAS**, Section 501.103 of the Act states that the WEDC may provide funding for expenditures that are found by the Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads,

**Performance Agreement Between Wylie Economic Development Corporation and Glen Echo Brewing LLC**

Page 1

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rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements (the “Qualified Infrastructure”); and

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

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

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

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

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

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

1. **Economic Assistance**. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of (a) forgiveness of all or a portion of the Seller Note over a three (3) year period, in an amount not to exceed \$100,000.00, plus interest in the aggregate, and (b) performance incentives in an amount not to exceed \$80,000.00 in the aggregate (collectively, the “Economic Assistance”) upon completion of the Performance Obligations set forth below. The total amount of economic assistance and/or incentives to be paid to the Company, including forgiveness of the Seller Note and payment of the qualified infrastructure incentives, shall not exceed the cumulative sum of One Hundred Eighty Thousand Dollars (\$180,000.00).

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



(a) Year One. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) upon completion of the following Performance Obligations for Year One;

i. Company shall supply documentation to the WEDC proving completion of the 4,125 square foot Facility remodel, as evidenced by a Certificate of Occupancy or letter from the City’s Chief Building Official (a “Certificate of Occupancy”) for the Facility, no later than 180 days after the Effective Date of this Agreement (a “CO Deadline”); The issuance date of the Certificate of Occupancy for the Facility will become the “Facility Completion Date”;

ii. Company shall supply documentation to the WEDC supporting a minimum Project Cost of One Million Dollars (\$1,000,000.00) as evidenced by paid invoices, no later than the CO Deadline; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for the Facility has been completed and that the total cost of constructing the Qualified Infrastructure for the Facility was at least Eighty Thousand Dollars (\$80,000.00) no later than the CO Deadline; and

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

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

vi. Employment verification proving the number of Full-Time Employees employed at the Facility as of the Facility Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

(b) Year Two. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) , plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) upon completion of the following Performance Obligations for Year Two;

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

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

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for the Facility has been completed and that the total cost of constructing the Qualified Infrastructure for the Facility was at least Eighty Thousand Dollars (\$80,000.00) no later than the first (1st) anniversary of the Facility Completion Date; and

iv. Employment verification proving the number of Full-Time Employees employed at the Facility as of the first (1st) anniversary of the Facility Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

(c) Year Three. Economic Assistance will be provided to the Company in the form of (i) forgiveness of a portion of the Seller Note in an amount not to exceed Thirty-Four Thousand Dollars (\$34,000.00), plus any accrued interest, and (ii) payment of a qualified infrastructure incentive in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) upon completion of the following Performance Obligations for Year Three;

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

ii. Company shall provide to WEDC documentation acceptable to WEDC providing that Company has maintained continuous occupancy and ownership of the Property from the Effective Date through the second (2nd) anniversary of the Facility Completion Date; and

iii. Company shall supply documentation to the WEDC that the Qualified Infrastructure for the Facility has been completed and that the total cost of constructing the Qualified Infrastructure for the Facility was at least Eighty Thousand Dollars (\$80,000.00) no later than the second (2nd) anniversary of the Facility Completion Date; and

iv. Employment verification proving the number of Full-Time Employees employed at the Facility as of the second (2nd) anniversary of the Facility Completion Date, approval of said documentation at the sole and absolute discretion of the WEDC.

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

- (a) Any event of bankruptcy incurred by Company.
- (b) The conveyance by Company of its interest in the Property and Improvements without the express written consent of the WEDC prior to the expiration of four (4) years from the Effective Date of this Agreement
- (c) The non-payment of property taxes prior to the delinquency date imposed by the City of Wylie, Wylie Independent School District, Collin County Community College, and Collin County in a timely manner.

4. Payment of Economic Assistance. Subject to the terms and conditions of this Agreement, the WEDC must mark Seller Note “paid in full”, and release the Vendor’s Lien and Deed of Trust lien, upon Company satisfying the criteria to qualify for Economic Assistance for Year One, Year Two, and Year Three, as described in paragraph 2 above, except as provided in the last sentence of Section 5 below.

5. Event of Default by Company. In the event of a Default by Company, WEDC may declare Company in Default of the Agreement in which event WEDC must provide Company with written notice of the particular Default. Company shall have thirty (30) days from the written notice to cure the said Default. In the event, Company fails to cure the Default within such thirty (30) days, the Agreement shall become null and void with all future economic incentive payments and future forgiveness associated with the Seller Note suspended. The WEDC will not however pursue repayment of any previous Economic Incentive payments and any past forgiveness associated with the Seller Note.

6. Miscellaneous.

- (a) This Agreement may not be assigned by Company without the prior written consent of the WEDC, which consent shall be within the sole discretion of the WEDC.
- (b) This Agreement contains the entire Agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by mutual written agreement of the parties hereto.
- (c) The Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

(g) Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to the WEDC shall be sufficient if made or addressed to the President, Wylie Economic Development Corporation, 250 State Highway 78 South, Wylie, Texas 75098. Notice to Company shall be sufficient if made or addressed to 7289 Moss Ridge Road, Parker, Texas, until the issuance of the CO and thereafter to the address assigned to the Property. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

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

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

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

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

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


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

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

**[SIGNATURE PAGE FOLLOWS]**


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

Wylie Economic Development Corporation, a Texas corporation

By:   
Donald Dawkins (Feb 18, 2023 22:28 CST)  
Donald Dawkins, President

Date of Execution: Feb 18, 2023

Glen Echo Brewing LLC, a Texas Limited Liability Company

By:   
Debbie Schoenekase (Feb 19, 2023 10:02 CST)  
Debbie Schoenekase, Member , Debbie Schoenekase, Member

Date of Execution: Feb 19, 2023











# Performance Agreement (Wylie EDC - Glen Echo)

Final Audit Report

2023-02-19

Created:	2023-02-18
By:	Jason Greiner (jason@wylieedc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANAJXN8eWmjNVmSVjEdGS0ATnYC5EQOgo

## "Performance Agreement (Wylie EDC - Glen Echo)" History

-  Document created by Jason Greiner (jason@wylieedc.com)  
 2023-02-18 - 9:08:17 PM GMT- IP address: 47.186.109.40
-  Document emailed to dpdawkins@verizon.net for signature  
 2023-02-18 - 9:12:15 PM GMT
-  Email viewed by dpdawkins@verizon.net  
 2023-02-19 - 4:28:06 AM GMT- IP address: 68.203.146.82
-  Signer dpdawkins@verizon.net entered name at signing as Demond Dawkins  
 2023-02-19 - 4:28:54 AM GMT- IP address: 68.203.146.82
-  Document e-signed by Demond Dawkins (dpdawkins@verizon.net)  
 Signature Date: 2023-02-19 - 4:28:56 AM GMT - Time Source: server- IP address: 68.203.146.82
-  Document emailed to debbie@glenechobrewing.com for signature  
 2023-02-19 - 4:28:57 AM GMT
-  Email viewed by debbie@glenechobrewing.com  
 2023-02-19 - 4:30:07 AM GMT- IP address: 47.186.113.69
-  Signer debbie@glenechobrewing.com entered name at signing as Debbie Schoenekase  
 2023-02-19 - 4:02:16 PM GMT- IP address: 47.186.113.69
-  Document e-signed by Debbie Schoenekase (debbie@glenechobrewing.com)  
 Signature Date: 2023-02-19 - 4:02:18 PM GMT - Time Source: server- IP address: 47.186.113.69
-  Agreement completed.  
 2023-02-19 - 4:02:18 PM GMT



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023 Item Number: DS1
Prepared By: Jason Greiner Account Code:
Date Prepared: June 16, 2023 Exhibits:

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

Recommendation
No action is requested by staff on this item.

Discussion
WEDC Property Update:
Property Management
• Tenants at 605 Commerce and 908 Kirby have vacated the spaces. Asbestos removal in the floor mastic of one of the Commerce Suites is in process. Staff will provide updates regarding remediation procedures as they become available. Demolition contract for both structures is being finalized, as approved by the WEDC Board.
• A meeting was scheduled and coordinated with the tenant at 104 S Ballard. When staff arrived for the meeting, the tenant was not onsite or available. Staff will coordinate another visit with the tenant.
• Staff has coordinated with property management regarding HVAC/plumbing issues at 104 S Ballard.
• Staff was contacted regarding a cat colony on WEDC property located on Cooper Drive.
• Staff has coordinated with property management for HVAC/plumbing repairs and tree removal at 701 S Ballard.
• Leasehold information and the property listing agreement will be discussed at a future WEDC Board Meeting.
Downtown Parking:
• KH coordinating with survey and Union Pacific/KCS to flag utilities and obtain design survey for concept layouts.
• Detention will likely be aboveground or underground beneath each parking lot.
• KH to prepare conceptual design of parking/detention concepts.
Downtown & SBO Property Concepts:
• KH prepared concept layouts for 300 Brown Street and 404/406 South Ballard. An additional concept is being prepared for 300 W Brown to show improvements only on the excess railroad ROW and current WEDC property.
• KH to prepare concept layout for 503-701 S Ballard.



**Engineering Report:**

Design & Engineering - FM 544/Cooper – Kimley Horn (KH)

- Amendment for regional detention design on Lot 4 will be submitted this week. Updated OPCC to be sent asap.
- KH prepared concept plans for the remaining lots.
- Atmos easement coordination ongoing. Staff is coordinating with Oncor.
- The next step is construction bids and award of contract.
- Completion Date: Mid-2023

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

- Project is completed.
- Staff is coordinating with NTMWD to review final project costs.

Environmental- State Hwy 78 & Brown – Elm Creek (EC)

- The APAR has been completed and they have removed and plugged the monitoring wells.
- EC advised that there has been a delay with TCEQ’s filing of the APAR due to staffing issues. EC will provide updates as they are available.

Planned Development- Cooper Plaza - State Hwy 78 & Brown

- Detention Pond Sizing is complete and there is a new pond exhibit
- Still waiting on Final TxDOT approvals and permitting
- Completion Date: Mid-2023
- The next step is construction bids and award of contract.

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

- Grading improvements are underway to re-grade ditches and clean silt/debris out of culverts. Survey and Environmental will not be kicked off until this work is completed.
- Permission have been obtained from property owners allowing KH to survey.
- KH prepared concepts for site layouts for the properties that front FM 544. WEDC lot at the intersection will likely be used for regional detention (pending results of the drainage study)
- KH is preparing OPCC costs for the drainage improvements.
- Completion Date: Mid-2023

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

- Plans have been submitted to NTMWD and are in final review.
- Update OPCC has been received.
- Easement documents are almost complete.

**BRE Updates:**

- 1 BRE visit was conducted in May and staff spoke with 2 companies looking to relocate and expand their businesses in Wylie.
- Staff participated in the CTE Advisory Meeting/Internship Signing Day.
- Staff attended CTE North Texas (CTENT) an association of educators and curriculum development professionals for CTE programs. Wylie ISD CTE nominated Wylie EDC for an award and staff is pleased to announce that we received the Business Education Partnership award for our collaboration with Wylie ISD in the implementation of workforce development programs like MFG Day.

**Additional WEDC Activities/Programs in Review:**

- Staff attended the Christian Prayer Breakfast of Collin County.
- Staff attended ICSC Las Vegas.
- Staff attended the CCBA State of the Business luncheon in Plano.

- Staff participated in Class 19 Leadership Wylie Graduation.
- Sales tax revenues for the month of June are down 3.83%. (This includes a -\$12,438 audit adjustment. Without this adjustment, the revenue for the month is down 2.92%.)
- Overall sales tax revenues for FY23 are still up 11.47%.

**Upcoming Events:**

- TEDC Mid-Year Conference - June 21-23
- Bluegrass on Ballard - June 24
- Reception for Outgoing Board/Commission Members - June 27
- City of Wylie Fourth of July Fireworks - July 2
- Ethiopian Sports Federation Soccer Tournament - July 2-8
- **Budget Work Session with City Council - July 11**
- Social Media Rescue – Canva Class - July 17
- **Final Budget Work Session with City Council - July 25**
- Retail Live South Central 2023- August 31, 2023

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

**2023 May** **Board Meeting - 17<sup>th</sup>**

Day	Time	Meeting/Event
1-7		Small Business Week & #iShopWylie campaign
1	11:00 am	SBW – Taste of Wylie – Olde City Park
2	5:00-7:00 pm	SBW – Social Media Rescue – Herman Marshall
4	6:30 am	Christian Prayer Breakfast of Collin County
4	5:00-7:00 pm	SBW – Picnic on Ballard – Welcome Center at Brown House
8-12		Economic Development Week
9	6:00 pm	City Council - Economic Development Week Proclamation/Recognition
15		City of Wylie Boards & Commissions Application Deadline
15	11:30 am	Collin County Business Alliance State of the Business Luncheon
17	7:30 am	WEDC – Board Meeting
<b>21-23</b>		<b>ICSC 2023 Las Vegas – Las Vegas – mp, jf, bp, dd, mw, jg</b>
23	11:00 am	Wylie Chamber of Commerce Luncheon- Leadership Wylie Class 19 Graduation
29	<b>CLOSED</b>	<b>Memorial Day Holiday and Memorial Day Ceremony at Olde City Park</b>

**2023 June** **Board Meeting - 21<sup>st</sup>**

Day	Time	Meeting/Event
2	5:00-10:00 pm	Chamber of Commerce Cornhole Tournament
6	8:30-9:30 am	WDMA Meeting
9	9:00-2:00 pm	Chamber of Commerce – 3 <sup>rd</sup> Annual East Collin County Women’s Conference
11-13		<i>IEDC Economic Future Forum – Calgary</i>
13	6:00 pm	City Council
17		Wylie 4 <sup>th</sup> Annual Juneteenth Celebration – Olde City Park
21	7:30 am	WEDC- Board Meeting
21-23		TEDC Mid-Year Conference – Allen, TX – jg, aw, rh - Sponsor
24		Bluegrass on Ballard – Historic Downtown Wylie/Olde City Park
27	5:30 pm	Reception for Outgoing Board/Commission Members
27	6:00 pm	City Council

**2023 July** **Board Meeting – 19<sup>th</sup>**

Day	Time	Meeting/Event
2	9:45 pm	City of Wylie Fourth of July Fireworks
2-8		Soccer Event – Wylie, TX
6	2:00 pm	Budget Discussion – mb, aj, jg, rh
4	<b>CLOSED</b>	<b>4<sup>th</sup> of July Independence Day</b>
11	6:00 pm	City Council – WEDC Budget Work Session with Council
19	7:30 am	WEDC- Board Meeting
19	11:30 am	Wylie Chamber of Commerce - Luncheon
25	6:00 pm	City Council – FINAL Budget Work Session

**Around the Corner...**

- Retail Live South Central 2023 – Austin, TX – August 31, 2023
- Wylie Rodeo – September 8 – 9, 2023
- IEDC 2023 Annual Conference – Dallas, TX – September 17 – 20, 2023
- TEDC ED Sales Tax Workshop - Richardson, TX - September 22, 2023
- TEDC 2023 Annual Conference – Houston, TX – October 11 – 13, 2023
- TEDC ED Sales Tax Workshop Virtual – December 3 – 15, 2023



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 21, 2023
Prepared By: Jason Greiner
Date Prepared: June 16, 2023

Item Number: DS2
Account Code:
Exhibits:

Subject
Discuss regarding FY 2023-2024 WEDC Budget.

Recommendation
No action is requested by staff for this item.

Discussion
Staff will lead a discussion regarding the FY23-24 WEDC Budget.
Exhibits will be sent prior to the meeting or provided during discussion:
• WEDC Narrative
• WEDC Fund Summary
• WEDC Budget Overview
• WEDC Debt Service Detail