

# Wylie Economic Development Corporation

## Board Regular Meeting

June 15, 2022 – 8:30 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 20, 2022 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the May 2022 WEDC Treasurer's Report.

### REGULAR AGENDA

- 1. Consider and act upon a Second Amendment to the Letter of Understanding between WEDC and Union Pacific.
- 2. Consider and act upon issues surrounding the flood study at State Hwy 78/Alanis.
- 3. Consider and act upon the award of bid for the sanitary sewer project at State Hwy 78/Alanis to Kimley-Horn and Associates, Inc.

### DISCUSSION ITEMS

- DS1. Discussion regarding ICSC events.
- DS2. Discussion regarding Tax Increment Reinvestment Zones.
- DS3. Discuss issues surrounding the FY 2022-2023 WEDC Budget.
- DS4. Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.

## **EXECUTIVE SESSION**

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

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

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

ES2. Evaluation of WEDC Staff.

### **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).

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-2d, 2021-4a, 2021-4b, 2021-5a, 2021-6a, 2021-6c, 2021-7a, 2021-8a, 2021-9e, 2021-9f, 2021 9g, 2021-11a, 2021-12a, 2021-12b, 2022-6a, 2022-6b, and 2022-6c.

## **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 10, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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 20, 2022 – 7:00 A.M.  
 WEDC Offices – Conference Room  
 250 S Hwy 78 – Wylie, TX 75098

**CALL TO ORDER**

*Announce the presence of a Quorum*

President Demond Dawkins called the meeting to order at 7:05 a.m. Board Members present were Melisa Whitehead, Tim Gilchrist, and Blake Brininstool. Board Member Gino Mulliqi arrived at 7:06 a.m.

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

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

**INVOCATION & PLEDGE OF ALLEGIANCE**

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

**COMMENTS ON NON-AGENDA ITEMS**

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

**CONSENT AGENDA**

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

- A. Consider and act upon approval of Minutes from the April 22, 2022 Regular Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the April 2022 WEDC Treasurer's Report.**

**Board Action**

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

**DISCUSSION ITEMS**

- DS1. Discussion regarding ICSC events.**

**Staff Comments**

ICSC Las Vegas takes place May 22-24. Staff is in the process of finalizing meeting confirmations and will provide calendar invites to the attendees shortly before the event. The Board discussed a general overview of the ICSC event schedule.

- DS2. Discussion regarding Tax Increment Reinvestment Zones.**

**Staff Comments**

Staff discussed the Tax Increment Reinvestment Zone (TIRZ) presentation that was taken to City Council on May 10, 2022. The presentation provided an overview of the concept, creation, and implementation of a TIRZ. City Council will be considering the implementation of a TIRZ over the next 60-90 days and additional information will be provided to the Board when available.

**DS3. Discussion regarding Board & Commission Code of Conduct.**

**Staff Comments**

Staff discussed the Code of Conduct as required for all City Officials, including members of Administrative Boards and Advisory Boards appointed by the Mayor or City Council. Staff reminded the Board that the acknowledgment of receipt and understanding will need to be completed as soon as possible.

**DS4. Discuss issues surrounding the FY 2022-2023 WEDC Budget.**

**Staff Comments**

Staff discussed the FY 2022-2023 WEDC Budget and will be providing a preliminary budget over the coming weeks. As requested at the April 22, 2022 Board Meeting, Staff has reviewed the WEDC's deferred outflows and calculated the operational expenses for the next six months. Staff recommends reviewing deferred outflows on a quarterly basis, as this information will fluctuate throughout the FY. The Board discussed the allocation of one quarter of operational expenses into a cash reserve.

**DS5. Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.**

**Staff Comments**

Staff referred the Board to the Agenda Report provided in the packet for all updates related to WEDC-owned properties, downtown parking, engineering reports, upcoming events, and WEDC activities/programs.

**EXECUTIVE SESSION**

Recessed into Closed Session at 7:29 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, State Hwy 78/Alanis, State Hwy 78/Ballard, State Hwy 78/Birmingham, and State Hwy 78/Brown.**

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

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-2d, 2021-4a, 2021-4b, 2021-5a, 2021-6a, 2021-6c, 2021-7a, 2021-8a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-2a, 2022-2b, 2022-4a, and 2022-4b.**

**RECONVENE INTO OPEN SESSION**

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

President Dawkins reconvened into Open Session at 7:57 a.m.

WEDC – Minutes  
May 20, 2022  
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**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 7:57 a.m.

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**Demond Dawkins, President**

**ATTEST:**

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

**AGENDA REPORT**

|                       |                      |                      |          |
|-----------------------|----------------------|----------------------|----------|
| <b>Meeting Date:</b>  | <u>June 15, 2022</u> | <b>Item Number:</b>  | <u>B</u> |
| <b>Prepared By:</b>   | <u>Jason Greiner</u> | <b>Account Code:</b> | <u></u>  |
| <b>Date Prepared:</b> | <u>6/13/22</u>       | <b>Exhibits:</b>     | <u>4</u> |

**Subject**

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

**Recommendation**

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

Presented for the Board's review and approval is the May 2022 Treasurer's Report detailing the month and year-to-date financial transactions and performance against budget. In this report, you will find the Revenue and Expense Report, Statement of Net Position, Balance Sheet, and Sales Tax Report.

**REVENUES:**

Sales Tax Revenue earned in March allocated in May, was \$401,180.20, an increase of 0.20% over the same period in 2021.

**EXPENSES:**
Incentives

|             |                             |
|-------------|-----------------------------|
| \$41,573.28 | CSD Quarterly Reimbursement |
| \$15,000.00 | DW Wylie                    |

Special Services

|             |  |
|-------------|--|
| \$12,500.00 | Zachary Construction- Demolition 410 E Brown/502 E Brown |
| \$43,500.00 | Intercon Demolition- Demolition 103 S Ballard            |

Engineering/Architecture

|             |   |
|-------------|---|
| \$17,750.00 | Kimley-Horn- Flood Study Alanis               |
| \$9,575.00  | Cardinal Strategies- Hooper/Steel Flood Study |
| \$9,575.00  | Cardinal Strategies- Hooper/Steel Flood Study |

|  |                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------------|--------------------------|-------------------------|--------------------|----------------------|--|----------------------|
| <b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>                             |                                |                          |                         |                    |                      |  |                      |
| <b>Revenue</b>   |                                |                          |                         |                    |                      |  |                      |
| <b>Category: 400 - Taxes</b>   |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-4000-40210</a>   | SALES TAX                      | 3,789,966.00             | 3,789,966.00            | 401,180.20         | 1,980,241.87         | -1,809,724.13                          | 47.75 %              |
| <b>Category: 400 - Taxes Total:</b>                                      |                                | <b>3,789,966.00</b>      | <b>3,789,966.00</b>     | <b>401,180.20</b>  | <b>1,980,241.87</b>  | <b>-1,809,724.13</b>                   | <b>47.75%</b>        |
| <b>Category: 460 - Interest Income</b>                                   |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-4000-46110</a>   | ALLOCATED INTEREST EARNINGS    | 6,000.00                 | 6,000.00                | 0.00               | 1,242.57             | -4,757.43                              | 79.29 %              |
| <b>Category: 460 - Interest Income Total:</b>                            |                                | <b>6,000.00</b>          | <b>6,000.00</b>         | <b>0.00</b>        | <b>1,242.57</b>      | <b>-4,757.43</b>                       | <b>79.29%</b>        |
| <b>Category: 480 - Miscellaneous Income</b>                              |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-4000-48110</a>   | RENTAL INCOME                  | 132,240.00               | 132,240.00              | 18,935.00          | 86,255.00            | -45,985.00                             | 34.77 %              |
| <a href="#">111-4000-48410</a>   | MISCELLANEOUS INCOME           | 0.00                     | 0.00                    | 0.00               | 1,044.96             | 1,044.96                               | 0.00 %               |
| <a href="#">111-4000-48430</a>   | GAIN/(LOSS) SALE OF CAP ASSETS | 2,601,116.00             | 2,601,116.00            | 0.00               | 0.00                 | -2,601,116.00                          | 100.00 %             |
| <b>Category: 480 - Miscellaneous Income Total:</b>                       |                                | <b>2,733,356.00</b>      | <b>2,733,356.00</b>     | <b>18,935.00</b>   | <b>87,299.96</b>     | <b>-2,646,056.04</b>                   | <b>96.81%</b>        |
| <b>Category: 490 - Transfers In &amp; Other Financing Sources</b>        |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-4000-49325</a>   | BANK NOTE PROCEEDS             | 0.00                     | 8,108,000.00            | 0.00               | 8,108,000.00         | 0.00                                   | 0.00 %               |
| <b>Category: 490 - Transfers In &amp; Other Financing Sources Total:</b> |                                | <b>0.00</b>              | <b>8,108,000.00</b>     | <b>0.00</b>        | <b>8,108,000.00</b>  | <b>0.00</b>                            | <b>0.00%</b>         |
| <b>Revenue Total:</b>  |                                | <b>6,529,322.00</b>      | <b>14,637,322.00</b>    | <b>420,115.20</b>  | <b>10,176,784.40</b> | <b>-4,460,537.60</b>                   | <b>30.47%</b>        |
| <b>Expense</b>   |                                |                          |                         |                    |                      |  |                      |
| <b>Category: 510 - Personnel Services</b>                                |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-5611-51110</a>   | SALARIES                       | 286,558.00               | 286,558.00              | 21,827.02          | 167,402.46           | 119,155.54                             | 41.58 %              |
| <a href="#">111-5611-51140</a>   | LONGEVITY PAY                  | 729.00                   | 729.00                  | 0.00               | 724.00               | 5.00                                   | 0.69 %               |
| <a href="#">111-5611-51310</a>   | TMRS                           | 44,530.00                | 44,530.00               | 3,383.17           | 26,167.77            | 18,362.23                              | 41.24 %              |
| <a href="#">111-5611-51410</a>   | HOSPITAL & LIFE INSURANCE      | 49,304.00                | 49,304.00               | 3,885.70           | 23,814.68            | 25,489.32                              | 51.70 %              |
| <a href="#">111-5611-51420</a>   | LONG-TERM DISABILITY           | 1,707.00                 | 1,707.00                | 44.67              | 357.36               | 1,349.64                               | 79.07 %              |
| <a href="#">111-5611-51440</a>   | FICA                           | 18,623.00                | 18,623.00               | 1,228.64           | 9,519.10             | 9,103.90                               | 48.89 %              |
| <a href="#">111-5611-51450</a>   | MEDICARE                       | 4,355.00                 | 4,355.00                | 287.34             | 2,226.19             | 2,128.81                               | 48.88 %              |
| <a href="#">111-5611-51470</a>   | WORKERS COMP PREMIUM           | 378.00                   | 390.56                  | 0.00               | 390.55               | 0.01                                   | 0.00 %               |
| <a href="#">111-5611-51480</a>   | UNEMPLOYMENT COMP (TWC)        | 1,080.00                 | 1,080.00                | 2.27               | 29.26                | 1,050.74                               | 97.29 %              |
| <b>Category: 510 - Personnel Services Total:</b>                         |                                | <b>407,264.00</b>        | <b>407,276.56</b>       | <b>30,658.81</b>   | <b>230,631.37</b>    | <b>176,645.19</b>                      | <b>43.37%</b>        |
| <b>Category: 520 - Supplies</b>  |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-5611-52010</a>   | OFFICE SUPPLIES                | 5,000.00                 | 5,000.00                | 423.47             | 2,576.05             | 2,423.95                               | 48.48 %              |
| <a href="#">111-5611-52040</a>   | POSTAGE & FREIGHT              | 300.00                   | 300.00                  | 0.00               | 71.70                | 228.30                                 | 76.10 %              |
| <a href="#">111-5611-52810</a>   | FOOD SUPPLIES                  | 6,100.00                 | 6,100.00                | 119.62             | 2,654.49             | 3,445.51                               | 56.48 %              |
| <b>Category: 520 - Supplies Total:</b>                                   |                                | <b>11,400.00</b>         | <b>11,400.00</b>        | <b>543.09</b>      | <b>5,302.24</b>      | <b>6,097.76</b>                        | <b>53.49%</b>        |
| <b>Category: 540 - Materials for Maintenance</b>                         |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-5611-54610</a>   | FURNITURE & FIXTURES           | 2,500.00                 | 2,500.00                | 0.00               | 7,569.50             | -5,069.50                              | -202.78 %            |
| <a href="#">111-5611-54810</a>   | COMPUTER HARD/SOFTWARE         | 5,500.00                 | 5,500.00                | 750.00             | 750.00               | 4,750.00                               | 86.36 %              |
| <b>Category: 540 - Materials for Maintenance Total:</b>                  |                                | <b>8,000.00</b>          | <b>8,000.00</b>         | <b>750.00</b>      | <b>8,319.50</b>      | <b>-319.50</b>                         | <b>-3.99%</b>        |
| <b>Category: 560 - Contractual Services</b>                              |                                |                          |                         |                    |                      |  |                      |
| <a href="#">111-5611-56030</a>   | INCENTIVES                     | 1,043,973.00             | 1,043,973.00            | 56,573.28          | 204,795.05           | 839,177.95                             | 80.38 %              |
| <a href="#">111-5611-56040</a>   | SPECIAL SERVICES               | 118,156.00               | 1,962,496.00            | 57,924.28          | 1,847,739.47         | 114,756.53                             | 5.85 %               |
| <a href="#">111-5611-56080</a>   | ADVERTISING                    | 129,100.00               | 129,100.00              | 12,858.63          | 47,837.23            | 81,262.77                              | 62.95 %              |
| <a href="#">111-5611-56090</a>   | COMMUNITY DEVELOPMENT          | 52,050.00                | 52,050.00               | 1,266.41           | 23,946.54            | 28,103.46                              | 53.99 %              |
| <a href="#">111-5611-56110</a>   | COMMUNICATIONS                 | 6,400.00                 | 6,400.00                | 606.87             | 3,306.61             | 3,093.39                               | 48.33 %              |
| <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              | 74,600.00                | 74,600.00               | 6,910.97           | 38,408.42            | 36,191.58                              | 48.51 %              |
| <a href="#">111-5611-56250</a>   | DUES & SUBSCRIPTIONS           | 39,810.00                | 39,810.00               | 3,662.50           | 47,221.21            | -7,411.21                              | -18.62 %             |
| <a href="#">111-5611-56310</a>   | INSURANCE                      | 6,303.00                 | 6,303.00                | 0.00               | 5,458.01             | 844.99                                 | 13.41 %              |
| <a href="#">111-5611-56510</a>   | AUDIT & LEGAL SERVICES         | 33,000.00                | 33,000.00               | 901.50             | 11,568.00            | 21,432.00                              | 64.95 %              |
| <a href="#">111-5611-56570</a>   | ENGINEERING/ARCHITECTURAL      | 87,500.00                | 189,300.00              | 38,088.75          | 81,731.30            | 107,568.70                             | 56.82 %              |



## Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

|  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">111-5611-56610</a> UTILITIES-ELECTRIC                    | 2,400.00                 | 2,400.00                | 347.61             | 1,134.92            | 1,265.08                               | 52.71 %              |
| <b>Category: 560 - Contractual Services Total:</b>                   | <b>1,620,292.00</b>      | <b>3,566,432.00</b>     | <b>181,390.80</b>  | <b>2,331,146.76</b> | <b>1,235,285.24</b>                    | <b>34.64%</b>        |
| <b>Category: 570 - Debt Service &amp; Capital Replacement</b>        |                          |                         |                    |                     |  |                      |
| <a href="#">111-5611-57410</a> PRINCIPAL PAYMENT                     | 694,127.33               | 5,403,249.03            | 26,358.46          | 4,894,449.80        | 508,799.23                             | 9.42 %               |
| <a href="#">111-5611-57415</a> INTEREST EXPENSE                      | 315,135.79               | 326,452.12              | 23,690.54          | 179,440.38          | 147,011.74                             | 45.03 %              |
| <b>Category: 570 - Debt Service &amp; Capital Replacement Total:</b> | <b>1,009,263.12</b>      | <b>5,729,701.15</b>     | <b>50,049.00</b>   | <b>5,073,890.18</b> | <b>655,810.97</b>                      | <b>11.45%</b>        |
| <b>Category: 580 - Capital Outlay</b>                                |                          |                         |                    |                     |  |                      |
| <a href="#">111-5611-58110</a> LAND-PURCHASE PRICE                   | 0.00                     | 3,983,392.59            | 0.00               | 3,894,644.85        | 88,747.74                              | 2.23 %               |
| <a href="#">111-5611-58210</a> STREETS & ALLEYS                      | 2,175,000.00             | 2,425,000.00            | 0.00               | 59,475.90           | 2,365,524.10                           | 97.55 %              |
| <a href="#">111-5611-58995</a> CONTRA CAPITAL OUTLAY                 | 0.00                     | 0.00                    | 0.00               | -3,895,266.34       | 3,895,266.34                           | 0.00 %               |
| <b>Category: 580 - Capital Outlay Total:</b>                         | <b>2,175,000.00</b>      | <b>6,408,392.59</b>     | <b>0.00</b>        | <b>58,854.41</b>    | <b>6,349,538.18</b>                    | <b>99.08%</b>        |
| <b>Expense Total:</b>  | <b>5,231,219.12</b>      | <b>16,131,202.30</b>    | <b>263,391.70</b>  | <b>7,708,144.46</b> | <b>8,423,057.84</b>                    | <b>52.22%</b>        |
| <b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>      | <b>1,298,102.88</b>      | <b>-1,493,880.30</b>    | <b>156,723.50</b>  | <b>2,468,639.94</b> | <b>3,962,520.24</b>                    | <b>265.25%</b>       |
| <b>Report Surplus (Deficit):</b>                                     | <b>1,298,102.88</b>      | <b>-1,493,880.30</b>    | <b>156,723.50</b>  | <b>2,468,639.94</b> | <b>3,962,520.24</b>                    | <b>265.25%</b>       |

## Budget Report

For Fiscal: 2021-2022 Period Ending: 05/31/2022

## Group Summary

| Categor...  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|--------------------------|-------------------------|--------------------|----------------------|--|----------------------|
| <b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>                    |                          |                         |                    |                      |  |                      |
| <b>Revenue</b>  |                          |                         |                    |                      |  |                      |
| 400 - Taxes   | 3,789,966.00             | 3,789,966.00            | 401,180.20         | 1,980,241.87         | -1,809,724.13                          | 47.75%               |
| 460 - Interest Income   | 6,000.00                 | 6,000.00                | 0.00               | 1,242.57             | -4,757.43                              | 79.29%               |
| 480 - Miscellaneous Income                                      | 2,733,356.00             | 2,733,356.00            | 18,935.00          | 87,299.96            | -2,646,056.04                          | 96.81%               |
| 490 - Transfers In & Other Financing Sources                    | 0.00                     | 8,108,000.00            | 0.00               | 8,108,000.00         | 0.00                                   | 0.00%                |
| <b>Revenue Total:</b>   | <b>6,529,322.00</b>      | <b>14,637,322.00</b>    | <b>420,115.20</b>  | <b>10,176,784.40</b> | <b>-4,460,537.60</b>                   | <b>30.47%</b>        |
| <b>Expense</b>  |                          |                         |                    |                      |  |                      |
| 510 - Personnel Services  | 407,264.00               | 407,276.56              | 30,658.81          | 230,631.37           | 176,645.19                             | 43.37%               |
| 520 - Supplies  | 11,400.00                | 11,400.00               | 543.09             | 5,302.24             | 6,097.76                               | 53.49%               |
| 540 - Materials for Maintenance                                 | 8,000.00                 | 8,000.00                | 750.00             | 8,319.50             | -319.50                                | -3.99%               |
| 560 - Contractual Services                                      | 1,620,292.00             | 3,566,432.00            | 181,390.80         | 2,331,146.76         | 1,235,285.24                           | 34.64%               |
| 570 - Debt Service & Capital Replacement                        | 1,009,263.12             | 5,729,701.15            | 50,049.00          | 5,073,890.18         | 655,810.97                             | 11.45%               |
| 580 - Capital Outlay  | 2,175,000.00             | 6,408,392.59            | 0.00               | 58,854.41            | 6,349,538.18                           | 99.08%               |
| <b>Expense Total:</b>   | <b>5,231,219.12</b>      | <b>16,131,202.30</b>    | <b>263,391.70</b>  | <b>7,708,144.46</b>  | <b>8,423,057.84</b>                    | <b>52.22%</b>        |
| <b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b> | <b>1,298,102.88</b>      | <b>-1,493,880.30</b>    | <b>156,723.50</b>  | <b>2,468,639.94</b>  | <b>3,962,520.24</b>                    | <b>265.25%</b>       |
| <b>Report Surplus (Deficit):</b>                                | <b>1,298,102.88</b>      | <b>-1,493,880.30</b>    | <b>156,723.50</b>  | <b>2,468,639.94</b>  | <b>3,962,520.24</b>                    | <b>265.25%</b>       |

### Fund Summary

| <b>Fund</b>                      | <b>Original<br/>Total Budget</b> | <b>Current<br/>Total Budget</b> | <b>Period<br/>Activity</b> | <b>Fiscal<br/>Activity</b> | <b>Variance<br/>Favorable<br/>(Unfavorable)</b> |
|----------------------------------|----------------------------------|---------------------------------|----------------------------|----------------------------|---|
| 111 - WYLIE ECONOMIC DEVEL COR   | 1,298,102.88                     | -1,493,880.30                   | 156,723.50                 | 2,468,639.94               | 3,962,520.24                                    |
| <b>Report Surplus (Deficit):</b> | <b>1,298,102.88</b>              | <b>-1,493,880.30</b>            | <b>156,723.50</b>          | <b>2,468,639.94</b>        | <b>3,962,520.24</b>                             |

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

**Assets**

|                           |                         |        |
|---------------------------|-------------------------|--------|
| Cash and cash equivalents | \$ 2,182,775.40         |        |
| Receivables               | \$ 40,000.00            | Note 1 |
| Inventories               | \$ 16,330,536.04        |        |
| Prepaid Items             | \$ -                    |        |
| <b>Total Assets</b>       | <b>\$ 18,553,311.44</b> |        |

**Deferred Outflows of Resources**

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

**Liabilities**

|  |                        |        |
|--|------------------------|--------|
| Accounts Payable and other current liabilities | \$ 7,222.69            |        |
| Unearned Revenue                               | \$ 1,200.00            | Note 2 |
| Non current liabilities:                       |                        |        |
| Due within one year                            | \$ 148,127.29          | Note 3 |
| Due in more than one year                      | \$ 8,187,633.93        |        |
| <b>Total Liabilities</b>                       | <b>\$ 8,344,183.91</b> |        |

**Deferred Inflows of Resources**

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

**Net Position**

|                                  |                         |
|----------------------------------|-------------------------|
| Net investment in capital assets | \$ -                    |
| Unrestricted                     | \$ 10,239,372.67        |
| <b>Total Net Position</b>        | <b>\$ 10,239,372.67</b> |

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

Note 2: Deposits from rental property

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

# Balance Sheet

## Account Summary

As Of 05/31/2022

| Account                                      | Name                           | Balance                     |
|--|--------------------------------|-----------------------------|
| <b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b> |                                |                             |
| <b>Assets</b>                                |                                |                             |
| <a href="#">111-1000-10110</a>               | CLAIM ON CASH AND CASH EQUIV.  | 2,180,601.53                |
| <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  | 60,000.00                   |
| <a href="#">111-1000-14112</a>               | INVENTORY - MATERIAL/ SUPPLY   | 0.00                        |
| <a href="#">111-1000-14116</a>               | INVENTORY - LAND & BUILDINGS   | 16,330,536.04               |
| <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              | 768,867.00                  |
|  | <b>Total Assets:</b>           | <b>19,342,004.57</b>        |
|  |                                | <b><u>19,342,004.57</u></b> |
| <b>Liability</b>                             |                                |                             |
| <a href="#">111-2000-20110</a>               | FEDERAL INCOME TAX PAYABLE     | 0.00                        |
| <a href="#">111-2000-20111</a>               | MEDICARE PAYABLE               | 0.00                        |
| <a href="#">111-2000-20112</a>               | CHILD SUPPORT PAYABLE          | 0.00                        |
| <a href="#">111-2000-20113</a>               | CREDIT UNION PAYABLE           | 0.00                        |
| <a href="#">111-2000-20114</a>               | IRS LEVY PAYABLE               | 0.00                        |
| <a href="#">111-2000-20115</a>               | NATIONWIDE DEFERRED COMP       | 0.00                        |
| <a href="#">111-2000-20116</a>               | HEALTH INSUR PAY-EMPLOYEE      | 932.00                      |
| <a href="#">111-2000-20117</a>               | TMRS PAYABLE                   | 0.00                        |
| <a href="#">111-2000-20118</a>               | ROTH IRA PAYABLE               | 0.00                        |
| <a href="#">111-2000-20119</a>               | WORKERS COMP PAYABLE           | 0.00                        |
| <a href="#">111-2000-20120</a>               | FICA PAYABLE                   | 0.00                        |
| <a href="#">111-2000-20121</a>               | TEC PAYABLE                    | 0.00                        |
| <a href="#">111-2000-20122</a>               | STUDENT LOAN LEVY PAYABLE      | 0.00                        |
| <a href="#">111-2000-20123</a>               | ALIMONY PAYABLE                | 0.00                        |
| <a href="#">111-2000-20124</a>               | BANKRUPTCY PAYABLE             | 0.00                        |
| <a href="#">111-2000-20125</a>               | VALIC DEFERRED COMP            | 0.00                        |
| <a href="#">111-2000-20126</a>               | ICMA PAYABLE                   | 0.00                        |
| <a href="#">111-2000-20127</a>               | EMP. LEGAL SERVICES PAYABLE    | 0.00                        |
| <a href="#">111-2000-20130</a>               | FLEXIBLE SPENDING ACCOUNT      | 6,499.84                    |
| <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      | 2.28                        |
| <a href="#">111-2000-20151</a>               | ACCRUED WAGES PAYABLE          | 0.00                        |
| <a href="#">111-2000-20180</a>               | ADDIT EMPLOYEE INSUR PAY       | 49.46                       |
| <a href="#">111-2000-20199</a>               | MISC PAYROLL PAYABLE           | 0.00                        |
| <a href="#">111-2000-20201</a>               | AP PENDING                     | 0.00                        |
| <a href="#">111-2000-20210</a>               | ACCOUNTS PAYABLE               | 0.00                        |
| <a href="#">111-2000-20530</a>               | PROPERTY TAXES PAYABLE         | 0.00                        |
| <a href="#">111-2000-20540</a>               | NOTES PAYABLE                  | 768,867.00                  |
| <a href="#">111-2000-20810</a>               | DUE TO GENERAL FUND            | 0.00                        |

As Of 05/31/2022

## Balance Sheet

| Account                        | Name                         | Balance           |
|--------------------------------|------------------------------|-------------------|
| <a href="#">111-2000-22270</a> | DEFERRED INFLOW              | 0.00              |
| <a href="#">111-2000-22275</a> | DEF INFLOW - LEASE PRINCIPAL | 0.00              |
| <a href="#">111-2000-22280</a> | DEFERRED INFLOW - LEASE INT  | 0.00              |
| <a href="#">111-2000-22915</a> | RENTAL DEPOSITS              | 1,200.00          |
|                                | <b>Total Liability:</b>      | <b>777,562.58</b> |

## Equity

|                                     |   |                             |
|-------------------------------------|---|-----------------------------|
| <a href="#">111-3000-34110</a>      | FUND BALANCE - RESERVED   | 0.00                        |
| <a href="#">111-3000-34590</a>      | FUND BALANCE-UNRESERV/UNDESIG                                   | 16,095,802.05               |
|                                     | <b>Total Beginning Equity:</b>                                  | <b>16,095,802.05</b>        |
| Total Revenue                       |   | 10,176,784.40               |
| Total Expense                       |   | 7,708,144.46                |
| <b>Revenues Over/Under Expenses</b> |   | <b>2,468,639.94</b>         |
|                                     | <b>Total Equity and Current Surplus (Deficit):</b>              | <b>18,564,441.99</b>        |
|                                     | <b>Total Liabilities, Equity and Current Surplus (Deficit):</b> | <b><u>19,342,004.57</u></b> |

As Of 05/31/2022

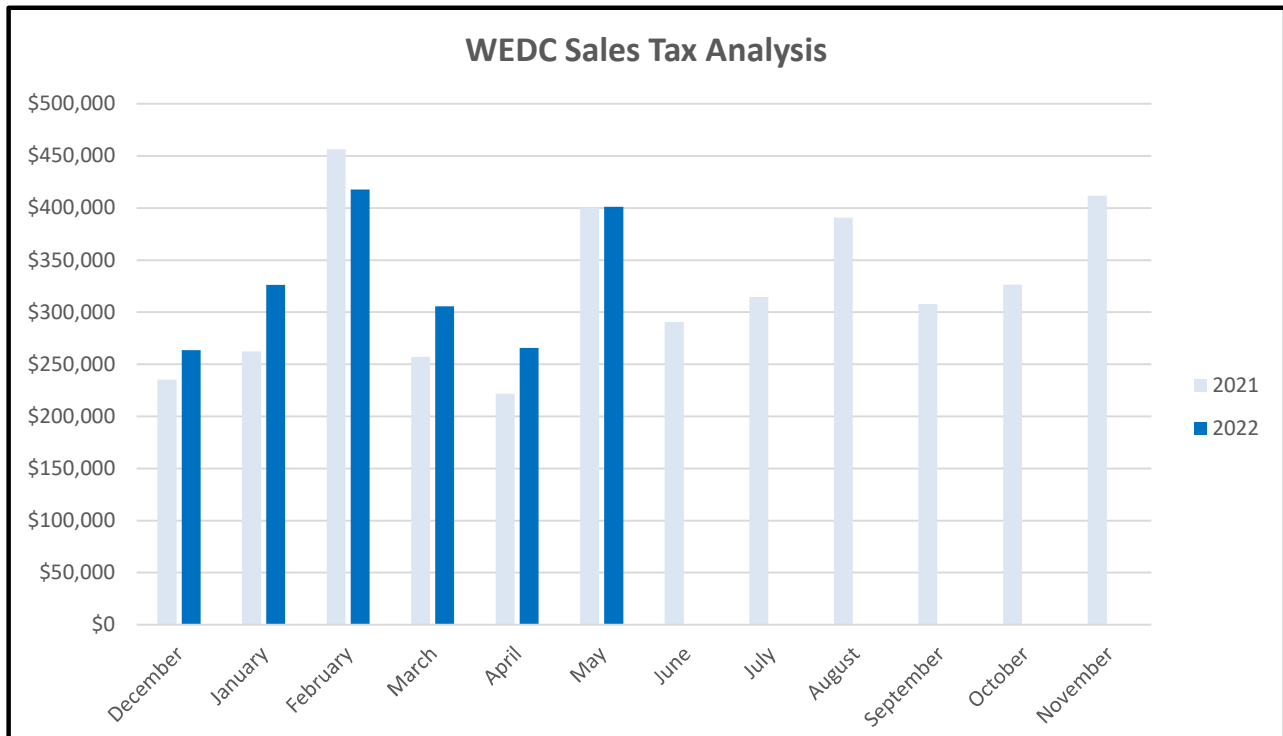
## Balance Sheet

| Account                                      | Name  | Balance                 |
|--|---|-------------------------|
| <b>Fund: 922 - GEN LONG TERM DEBT (WEDC)</b> |   |                         |
| <b>Assets</b>                                |   |                         |
| <a href="#">922-1000-10312</a>               | GOVERNMENT NOTES  | 0.00                    |
| <a href="#">922-1000-18110</a>               | LOAN - WEDC   | 0.00                    |
| <a href="#">922-1000-18120</a>               | LOAN - BIRMINGHAM   | 0.00                    |
| <a href="#">922-1000-18210</a>               | AMOUNT TO BE PROVIDED   | 0.00                    |
| <a href="#">922-1000-18220</a>               | BIRMINGHAM LOAN   | 0.00                    |
| <a href="#">922-1000-19050</a>               | DEF OUTFLOW TMRS CONTRIBUTIONS                                  | 39,535.29               |
| <a href="#">922-1000-19051</a>               | DEF OUTFLOW SDBF CONTRIBUTIONS                                  | 3,027.00                |
| <a href="#">922-1000-19075</a>               | DEF OUTFLOW - INVESTMENT EXP                                    | -37,953.52              |
| <a href="#">922-1000-19100</a>               | DEF OUTFLOW - ACT EXP/ASSUMP                                    | 71,021.78               |
| <a href="#">922-1000-19125</a>               | (GAIN)/LOSS ON ASSUMPTION CHGS                                  | -44,574.41              |
| <a href="#">922-1000-19126</a>               | DEF INFLOW SDBF CONTRIBUTIONS                                   | -811.00                 |
|  | <b>Total Assets:</b>  | <b>30,245.14</b>        |
|  |   | <b><u>30,245.14</u></b> |
| <b>Liability</b>                             |   |                         |
| <a href="#">922-2000-20310</a>               | COMPENSATED ABSENCES PAYABLE                                    | 0.00                    |
| <a href="#">922-2000-20311</a>               | COMP ABSENCES PAYABLE-CURRENT                                   | 32,300.82               |
| <a href="#">922-2000-21410</a>               | ACCRUED INTEREST PAYABLE  | 9,604.44                |
| <a href="#">922-2000-28205</a>               | WEDC LOANS/CURRENT  | 106,222.03              |
| <a href="#">922-2000-28220</a>               | BIRMINGHAM LOAN   | 0.00                    |
| <a href="#">922-2000-28230</a>               | INWOOD LOAN   | 0.00                    |
| <a href="#">922-2000-28232</a>               | ANB LOAN/EDGE   | 0.00                    |
| <a href="#">922-2000-28233</a>               | ANB LOAN/PEDDICORD WHITE  | 0.00                    |
| <a href="#">922-2000-28234</a>               | ANB LOAN/RANDACK HUGHES   | 0.00                    |
| <a href="#">922-2000-28235</a>               | ANB LOAN  | 0.00                    |
| <a href="#">922-2000-28236</a>               | ANB CONSTRUCTION LOAN   | 0.00                    |
| <a href="#">922-2000-28237</a>               | ANB LOAN/ WOODBRIDGE PARKWAY                                    | 0.00                    |
| <a href="#">922-2000-28238</a>               | ANB LOAN/BUCHANAN   | 0.00                    |
| <a href="#">922-2000-28239</a>               | ANB LOAN/JONES:HOBART PAYOFF                                    | 0.00                    |
| <a href="#">922-2000-28240</a>               | HUGHES LOAN   | 0.00                    |
| <a href="#">922-2000-28242</a>               | ANB LOAN/HWY 78:5TH ST REDEV                                    | 0.00                    |
| <a href="#">922-2000-28245</a>               | ANB LOAN/DALLAS WHIRLPOOL                                       | 0.00                    |
| <a href="#">922-2000-28246</a>               | GOVCAP LOAN/KIRBY   | 7,846,537.60            |
| <a href="#">922-2000-28247</a>               | JARRARD LOAN  | 144,081.16              |
| <a href="#">922-2000-28250</a>               | CITY OF WYLIE LOAN  | 0.00                    |
| <a href="#">922-2000-28260</a>               | PRIME KUTS LOAN   | 0.00                    |
| <a href="#">922-2000-28270</a>               | BOWLAND/ANDERSON LOAN   | 0.00                    |
| <a href="#">922-2000-28280</a>               | CAPITAL ONE CAZAD LOAN  | 0.00                    |
| <a href="#">922-2000-28290</a>               | HOBART/COMMERCE LOAN  | 0.00                    |
| <a href="#">922-2000-29150</a>               | NET PENSION LIABILITY   | 185,989.17              |
| <a href="#">922-2000-29151</a>               | SDBF LIABILITY  | 11,026.00               |
|  | <b>Total Liability:</b>   | <b>8,335,761.22</b>     |
| <b>Equity</b>                                |   |                         |
| <a href="#">922-3000-34590</a>               | FUND BALANCE-UNRESERV/UNDESIG                                   | -4,971,701.88           |
| <a href="#">922-3000-35900</a>               | UNRESTRICTED NET POSITION                                       | -120,264.00             |
|  | <b>Total Beginning Equity:</b>                                  | <b>-5,091,965.88</b>    |
| Total Revenue                                |   | -8,108,000.00           |
| Total Expense                                |   | -4,894,449.80           |
| <b>Revenues Over/Under Expenses</b>          |   | <b>-3,213,550.20</b>    |
|  | <b>Total Equity and Current Surplus (Deficit):</b>              | <b>-8,305,516.08</b>    |
|  | <b>Total Liabilities, Equity and Current Surplus (Deficit):</b> | <b><u>30,245.14</u></b> |

**Wylie Economic Development Corporation  
SALES TAX REPORT  
May 31, 2022**

**BUDGETED YEAR**

| MONTH            | FY 2019                | FY 2020                | FY 2021                | FY 2022                | DIFF<br>21 vs. 22    | % DIFF<br>21 vs. 22 |
|------------------|------------------------|------------------------|------------------------|------------------------|----------------------|---------------------|
| DECEMBER         | \$ 214,867.15          | \$ 226,663.94          | \$ 235,381.33          | \$ 263,577.66          | \$ 28,196.33         | 11.98%              |
| JANUARY          | \$ 223,749.61          | \$ 218,520.22          | \$ 262,263.52          | \$ 326,207.92          | \$ 63,944.40         | 24.38%              |
| FEBRUARY         | \$ 307,366.66          | \$ 362,129.18          | \$ 456,571.35          | \$ 417,896.79          | \$ (38,674.56)       | -8.47%              |
| MARCH            | \$ 208,222.32          | \$ 228,091.34          | \$ 257,187.91          | \$ 305,605.50          | \$ 48,417.59         | 18.83%              |
| APRIL            | \$ 182,499.53          | \$ 203,895.57          | \$ 221,881.55          | \$ 265,773.80          | \$ 43,892.25         | 19.78%              |
| MAY              | \$ 274,299.18          | \$ 289,224.35          | \$ 400,371.70          | \$ 401,180.20          | \$ 808.50            | 0.20%               |
| JUNE             | \$ 234,173.88          | \$ 239,340.35          | \$ 290,586.92          | \$ -                   | \$ -                 | 0.00%               |
| JULY             | \$ 215,107.94          | \$ 296,954.00          | \$ 314,559.10          | \$ -                   | \$ -                 | 0.00%               |
| AUGUST           | \$ 283,602.93          | \$ 325,104.34          | \$ 390,790.76          | \$ -                   | \$ -                 | 0.00%               |
| SEPTEMBER        | \$ 243,048.40          | \$ 259,257.89          | \$ 307,681.15          | \$ -                   | \$ -                 | 0.00%               |
| OCTOBER          | \$ 224,875.38          | \$ 249,357.02          | \$ 326,382.38          | \$ -                   | \$ -                 | 0.00%               |
| NOVEMBER         | \$ 308,324.41          | \$ 384,953.89          | \$ 411,813.32          | \$ -                   | \$ -                 | 0.00%               |
| <b>Sub-Total</b> | <b>\$ 2,920,137.37</b> | <b>\$ 3,283,492.09</b> | <b>\$ 3,875,470.98</b> | <b>\$ 1,980,241.87</b> | <b>\$ 146,584.52</b> | 11.12%              |
| <b>Total</b>     | <b>\$ 2,920,137.37</b> | <b>\$ 3,283,492.09</b> | <b>\$ 3,875,470.98</b> | <b>\$ 1,980,241.87</b> | <b>\$ 146,584.52</b> | 11.12%              |



\*\*\* 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 FY22.



# AGENDA REPORT

|                       |               |                      |                         |
|-----------------------|---------------|----------------------|-------------------------|
| <b>Meeting Date:</b>  | June 22, 2022 | <b>Item Number:</b>  | 1                       |
| <b>Department:</b>    | WEDC          |                      | <i>(Staff Use Only)</i> |
| <b>Prepared By:</b>   | Jason Greiner | <b>Account Code:</b> |                         |
| <b>Date Prepared:</b> | 6-13-22       | <b>Exhibits:</b>     | 1                       |

## Subject

Consider and act upon a Second Amendment to the Letter of Understanding between WEDC and Union Pacific.

## Recommendation

Motion to approve a Second Amendment to the Letter of Understanding between the WEDC and Union Pacific, for the purchase of a .476-acre property and further authorizing the WEDC Executive Director to execute the amendment.

## Discussion

As the Board will recall, Staff executed a Letter of Understanding between Union Pacific and the WEDC on February 22, 2022, for the purchase of the .476-acre lot adjacent to 401 N. Keefer. The purchase was later authorized by the WEDC Board at the March 16, 2022 Board Meeting. The Board approved a First Amendment to the LOU on April 22, 2022.

### Original Analysis:

- Lot/Parcel: .476 acres or 20,734 square feet
- Sales Price: \$3.90/SF or approximately \$80,862.60
- Restriction of Use: Must not be used for Residential, Lodging, Education, or Childcare
- Environmental Testing: Completed on March 7, 2022 (results in 2-3 weeks)
- Feasibility Review/Right of Entry Period: 30 Days
- Closing Date: On or Before **April 30, 2022**

Union Pacific is requesting an additional extension to the LOU to allow more time to get the deed finalized by their legal department. The attached Second Amendment to the Letter of Understanding amends the closing date from May 30, 2022, to July 30, 2022. Staff anticipates closing on the property on or before July 29, 2022.



June 3, 2022  
Folder: 03301-75

**VIA EMAIL**

WYLIE ECONOMIC DEVELOPMENT CORPORATION  
ATTN: MR. GREINER  
250 S HIGHWAY 78  
WYLIE TX 75098

RE: Second Amendment - Sale of Union Pacific property located in Wylie, TX to Wylie Economic Development Corporation

Dear Mr. Greiner:

This refers to the Letter of Understanding dated January 17, 2022 in connection with the above-mentioned transaction.

This First Amendment (“Agreement”) confirms our understandings covering the sale by Union Pacific Railroad Company (“Seller”), Wylie Economic Development Corporation (“Buyer”) of Seller’s interest in certain rail property approximately .409 Acres in Wylie, Texas in the amount of Dollars (\$69,498.00).

Article 8. Closing; A. is replaced with as follows:

- A. Closing with occur on or before July 30, 2022 (“Closing Date”). The Closing will be deemed to occur upon payment of the Sale Prices by wire transfer or a cashier’s or certified check, and delivery of the deed. All closing costs, including transfer taxes and excise taxes, will be paid by Buyer.

Please arrange for execution of this extension and return to me at the address indicated below.

If you have any questions please contact me at [kdcrawford@up.com](mailto:kdcrawford@up.com) or by phone at 402-544-8593.

Best regards,

Kylan Crawford  
Senior Manager – Real Estate

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By \_\_\_\_\_ Title \_\_\_\_\_



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 15, 2022 Item Number: 2
Prepared By: Jason Greiner Account Code:
Date Prepared: Exhibits: 2

Subject
Consider and act upon issues surrounding the flood study at State Hwy 78/Alanis.

Recommendation
Motion to award the remainder of the contract to Kimley-Horn and Associates, Inc. in the amount of \$75,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion
As the Board will recall, the WEDC awarded a \$63,500 contract to Kimley-Horn and Associates on February 17, 2022, for the flood study at Hwy 78/Alanis. At that time, the Board authorized Kimley-Horn to complete Phase I; Tasks 1-7, excluding #5 of the Professional Services Agreement which included:
1. Topographic Survey - \$14,500 LS
2. Aquatics Resources Delineation - \$6,500 LS
3. Preliminary Floodplain Analysis - \$28,000 LS
4. Mass Grading Plans - \$7,500 LS
6. Submittals and Permitting- \$3,500 HR
7. Meetings and Team Coordination- \$3,500 HR
As noted, the 2-17-22 motion did not include Tasks 5, 8, and 9 of the Professional Services Agreement, nor did it include the FEMA LOMR fee of \$8,000.
5. Stormwater Pollution Prevention Plan - \$3,500 LS
8. Floodplain Analysis Submittal - \$24,000 LS
9. Letter of Map Revision - \$40,000 LS
Approval of Tasks 5, 8, and 9 of the Professional Services Agreement will allow Kimley- Horn to submit/permit the plans and floodplain analysis report with the City and submit the LOMR to the City and FEMA for review and approval. Note: this does not include the FEMA LOMR fee of \$8,000, but the amount is accounted for in the Motion.
Upon approval, WEDC Staff will sign and return the documentation and expedite this process.



January 27, 2022

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

Re: Agreement for Professional Services  
 State Highway 78 at Alanis Boulevard Flood Study and Reclamation Project

Dear Jason:

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

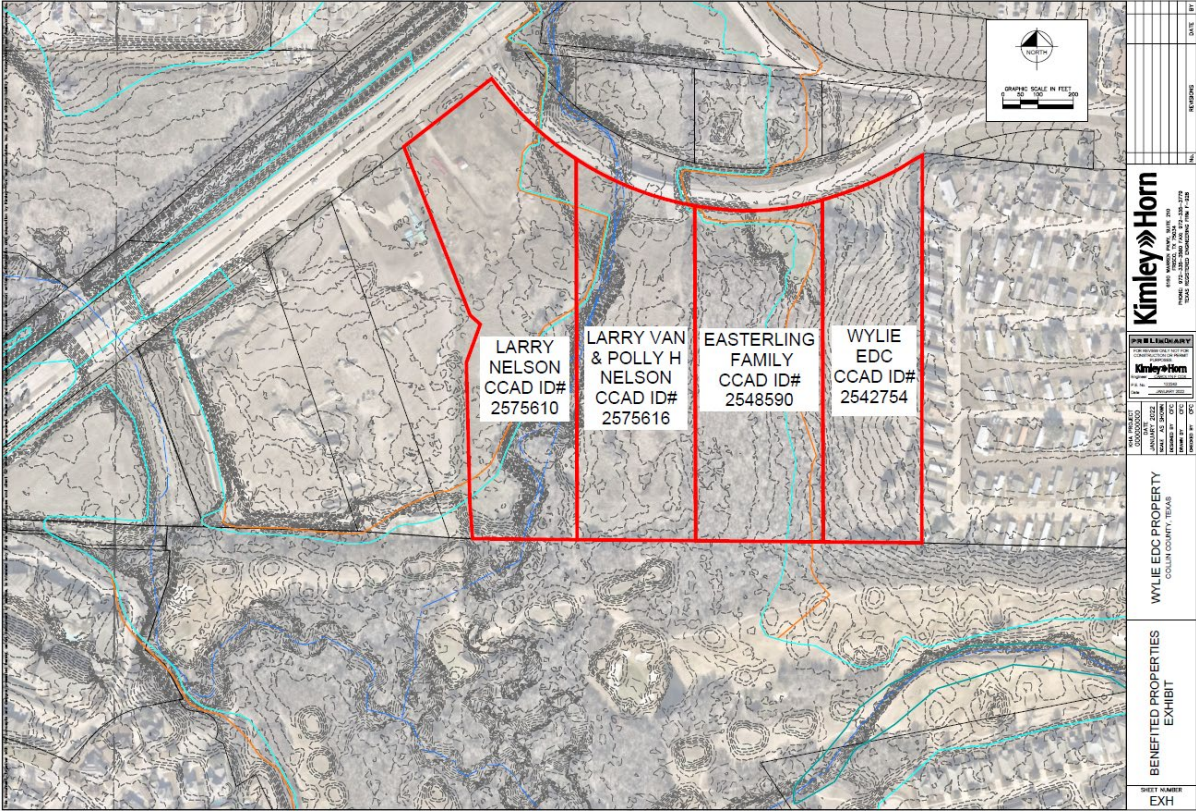
Our Scope of Services is outlined on the following pages and is based on our understanding of your needs and information provided to Kimley-Horn. In providing our services, we anticipate receiving the following current information from you or other members of your consultant team:

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

### ***Project Understanding***

- The properties being studied for possible reclamation efforts include those shown in the image on the next page and include:
  - Wylie EDC, Collin Central Appraisal District (CCAD) ID# 2542754
  - Easterling Family, LP, CCAD ID# 2548590
  - Larry Van & Polly H. Nelson, CCAD ID# 2575616
  - Larry Nelson, etal, CCAD ID# 2575610
- An Aquatic Resources Delineation will be performed
- A Topographic Survey will be performed
- A Preliminary Floodplain Analysis will be performed
- A Mass Grading Plan will be performed
- A Floodplain Analysis Submittal will be performed for City review
- A Letter of Map Revision (LOMR) will be prepared for City and FEMA review and subsequent approval

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Assumptions and exclusions for the project are as stated:

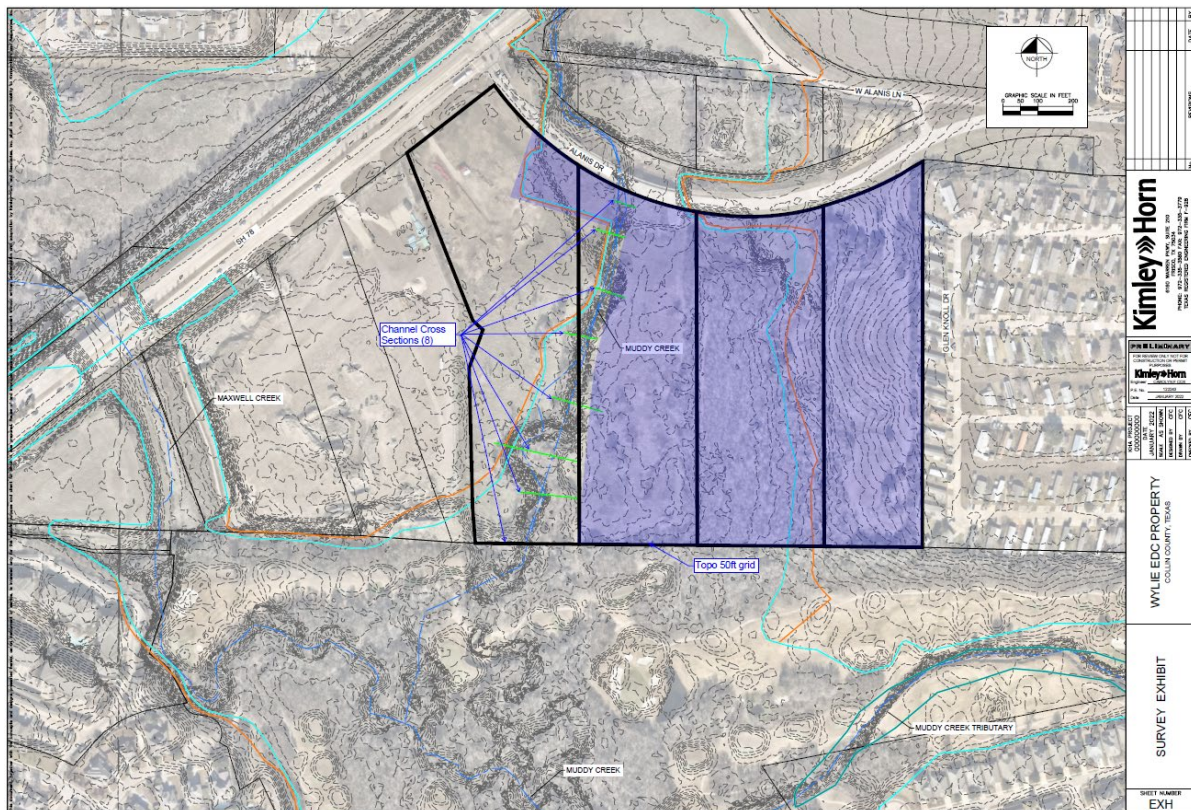
- A Tree Survey, Tree Mitigation Plan or Landscape and Irrigation Plans are excluded from this Agreement.
- An As-built Survey of the reclaimed area will be required but is excluded from this Agreement. A proposal for the As-built Survey will be submitted at the appropriate time.
- The current FEMA data request fee is \$300 and the current online FEMA LOMR submittal fee is currently \$8,000. These fees, and other potential review, submittal, or project related fees are excluded from this Agreement and will be paid directly by the client
- The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas (waters of the US) or other environmentally sensitive areas.
- Straightening the existing channel is not an option.
- Detention of the site’s runoff will not be required. No storm water quality design will be required.
- The design of proposed paving or utility improvements are not proposed nor included in this Agreement.
- Platting and easement preparation are not included in this Agreement.

Scope of Services

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

Task 1 – Topographic Survey \$14,500 LS

Kimley-Horn (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 site; contour lines representing the surface of the existing ground at one-foot intervals based on a survey grid system tied to existing control points; observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances. City of Wylie datum will be used. The study area is shown in the image below.



Task 2 – Aquatics Resources Delineation \$ 6,500 LS

Kimley-Horn will perform an Aquatic Resources Delineation in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains) as detailed below.

Kimley-Horn will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.

Kimley-Horn will perform a site visit to evaluate the existence and locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed as required by the Manual, Regional Supplement, and USACE Fort Worth District. The ordinary high-water mark (OHWM) for streams will be identified in the field. Following the site visit, Kimley-Horn will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy. Kimley-Horn will provide the Client with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.

Kimley-Horn will prepare a report for the project documenting the results of the Aquatic Resources Delineation performed onsite. The report will address the applicable regulatory framework, describe the assessment methodology, limitations, and findings. The report will also include applicable maps/exhibits and site photographs. USACE Wetland Data Sheets can be provided upon request.

It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations.

### **Task 3 – Preliminary Floodplain Analysis**

**\$28,000 LS**

Kimley-Horn will prepare a floodplain analysis of Muddy Creek downstream of Alanis Drive. The subject reach is currently designated as FEMA Zone AE floodplain. The purpose of the floodplain analysis will be to delineate the 100-year existing and fully developed floodplain limits, evaluate potential reclamation limits, and establish minimum finished floor elevations through the subject tract for land planning purposes. The subject reach of Muddy Creek will extend from the downstream face of Alanis Drive to the confluence with Maxwell Creek.

Kimley-Horn will request effective hydrologic and hydraulic models for Muddy Creek from the City and FEMA if necessary. Kimley-Horn assumes the models will be available, digital, and executable. Kimley-Horn assumes fully developed peak flows will not be available and modifications to the hydrologic model will be required to determine fully developed peak flows. Kimley-Horn will update the existing condition hydrologic parameters to reflect fully developed conditions based on the City land use maps to determine the 100-year fully developed peak flows. The FEMA effective flows will be used to evaluate existing condition floodplain.

Kimley-Horn will update the effective hydraulic models for Muddy Creek using the on-ground survey prepared in Task 1 and supplement with available aerial topography as needed to create a revised existing condition hydraulic model. Cross sections will be added throughout the subject reach at approximately 300-foot intervals.

Kimley-Horn will evaluate the potential for floodplain reclamation for the subject property. Kimley-Horn will create a proposed condition hydraulic model for the subject reach by modifying the revised existing

model using conceptual grading. Kimley-Horn will update the proposed conceptual grading up to two times to meet City and FEMA requirements regarding water surface elevation. Kimley-Horn will delineate the 100-year existing and fully developed floodplain for the subject reach and prepare a floodplain workmap exhibit to be submitted to the Client. This task does not include submittals to the City or FEMA.

#### **Task 4 – Mass Grading Plans**

**\$ 7,500 LS**

Kimley-Horn will prepare on-site mass grading plans consisting of the following:

- Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.
- General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.
- Mass Grading Plan: Showing proposed grading and, as applicable, spot elevations and one-foot contours for the mass grading. The plan will summarize approximate cut and fill by location.
- Drainage Area Map: Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site.
- Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a Storm Water Pollution Prevention Plan (SWPPP) document.

#### **Task 5 – Storm Water Pollution Prevention Plan**

**\$ 3,500 LS**

Kimley-Horn will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the site in general accordance with current published Texas Commission on Environmental Quality (TCEQ) standards.

This task will incorporate the Erosion Control Plan for the site, prepared under a separate task, to be included with the SWPPP report. The contractor is responsible for permit application, inspections, record keeping, and adjustments to the SWPPP during construction in accordance with the terms of their permits.

#### **Task 6 – Submittals and Permitting**

**\$ 3,500 HR**

This task is to capture effort expended by Kimley-Horn for project submittals and responses to jurisdictional review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the City for plan approval is not known we have provided a projected budget for these services, but actual cost will depend on actual effort required.



### **Task 7 – Meetings and Team Coordination**

**\$ 3,500 HR**

Kimley-Horn will prepare for and attend meetings with the design team and reviewing staff to the extent requested by the Client and budgeted for in this agreement. Since the amount of effort for meetings and team coordination is not known we have provided a projected budget for these services, but actual cost will depend on actual effort required.

### **Task 8 – Floodplain Analysis Submittal**

**\$24,000 LS**

Kimley-Horn will update the Preliminary Floodplain Analysis prepared in Task 3 to reflect the final mass grading plan performed under Task 4. Kimley-Horn will prepare a Floodplain Analysis submittal to the City. Meetings with the City to discuss drainage will be included under Task 7. Kimley-Horn anticipates the submittal will consist of the following items:

- Report,
- Drainage Area map,
- Hydrologic Parameter Summary Tables,
- Hydrologic Model Output,
- Hydraulic Workmaps,
- Hydraulic Model Output, and
- Digital Files.

Kimley-Horn will respond to one round of City comments as part of this task. Responding to additional rounds of comments will be considered additional services. The fee for this task does not include potential City submittal, review, or other project-related fees. Kimley-Horn assumes project-related fees will be paid directly by the Client. This task does not include submittals to the FEMA. If FEMA submittals are required, Kimley-Horn can provide them as an additional service.

### **Task 9 – Letter of Map Revision Request**

**\$40,000 LS**

Kimley-Horn will prepare a Letter of Map Revision (LOMR) application for the subject reach of Muddy Creek for submittal to the City and FEMA. The subject reach of Muddy Creek will be unchanged from Task 8.

Once construction is complete within the floodplain area, a field survey of the as-built construction will be required. The field survey will be performed under a future agreement. Kimley-Horn will review the as-built survey of the floodplain modifications to confirm the floodplain grading was constructed in accordance with the plan presented in Task 8.

Kimley-Horn will prepare a LOMR application for submittal to the City and FEMA. The LOMR application will consist of the following items:

- Narrative,
- Pre-Project Floodplain Map,
- Post-Project Floodplain Map,
- Water Surface Elevation Comparison Tables,
- HEC-RAS Output,
- FEMA FIRM,



- Annotated FEMA FIRM,
- FEMA MT-2 Forms, and
- Digital Files.

Kimley-horn will submit an electronic copy of the LOMR to the City and FEMA. Kimley-Horn will respond to one round of comments from the City and one round of comments from FEMA under this task.

The online FEMA LOMR fee is currently \$8,000 and it is excluded from the task fee above. This fee, and other potential review, submittal, or project related fees will be paid directly by the Client.

**Additional Services**

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

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 – 5 and 8 - 9 on a lump sum basis with the labor fee shown below.

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

| TASK                            |                                       | FEE                   |                     |
|---------------------------------|---------------------------------------|-----------------------|---------------------|
| Task 1                          | Topographic Survey                    | \$14,500 (LS)         | Approved/Completed  |
| Task 2                          | Aquatics Resource Delineation         | \$ 6,500 (LS)         | Approved/Completed  |
| Task 3                          | Preliminary Floodplain Analysis       | \$28,000 (LS)         | Approved/Completed  |
| Task 4                          | Mass Grading Plans                    | \$ 7,500 (LS)         | Approved/In Process |
| Task 5                          | Storm Water Pollution Prevention Plan | \$ 3,500 (LS)         |                     |
| Task 8                          | Floodplain Analysis Submittal         | \$24,000 (LS)         |                     |
| Task 9                          | Letter of Map Revision Request        | \$40,000 (LS)         |                     |
| <b>Total Lump Sum Labor Fee</b> |                                       | <b>\$124,000 (LS)</b> |                     |

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

Kimley-Horn will perform the services in Tasks 6 - 7 on an hourly basis with the projected labor fee shown below.

| <b>TASK</b>                       |                                | <b>FEE</b>           |                     |
|-----------------------------------|--------------------------------|----------------------|---------------------|
| Task 6                            | Submittals and Permitting      | \$ 3,500 (HR)        | Approved/In Process |
| Task 7                            | Meetings and Team Coordination | \$ 3,500 (HR)        | Approved/In Process |
| <b>Projected Hourly Labor Fee</b> |                                | <b>\$ 7,000 (HR)</b> |                     |

Kimley-Horn will not exceed the total projected labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks.

### Closure

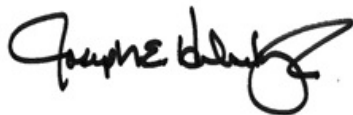
In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn, Inc., and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

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

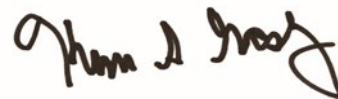
We appreciate the opportunity to provide these services to you. Please contact us if you have questions.

Sincerely,

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



Joseph E. Helmberger, P.E.  
Vice President



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

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

**WYLIE ECONOMIC DEVELOPMENT CORPORATION**

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

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

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

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

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

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

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

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

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

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

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

source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

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

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

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

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

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

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

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal,

or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

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

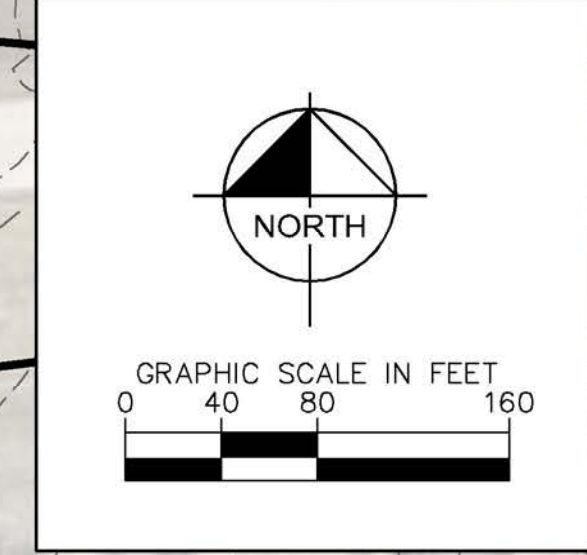
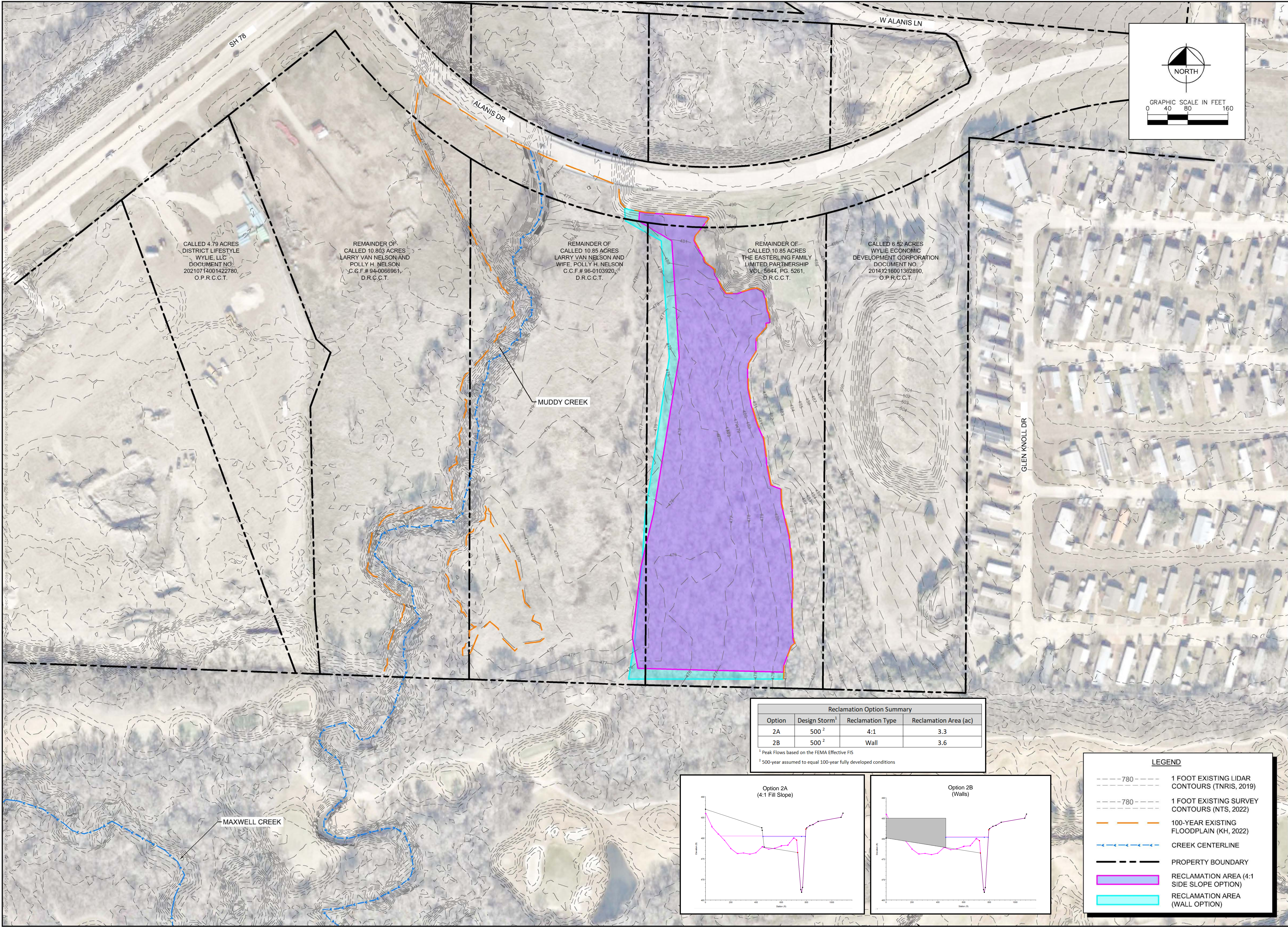
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's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

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

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

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

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



CALLED 4.79 ACRES  
DISTRICT LIFESTYLE  
WYLIE, LLC  
DOCUMENT NO.  
20210714001422780,  
O.P.R.C.C.T.

REMAINDER OF  
CALLED 10.803 ACRES  
LARRY VAN NELSON AND  
POLLY H. NELSON  
C.C.F.# 94-0066961,  
D.R.C.C.T.

REMAINDER OF  
CALLED 10.85 ACRES  
LARRY VAN NELSON AND  
WIFE, POLLY H. NELSON  
C.C.F.# 96-0103920,  
D.R.C.C.T.

REMAINDER OF  
CALLED 10.85 ACRES  
THE EASTERLING FAMILY  
LIMITED PARTNERSHIP  
VOL. 5644, PG. 5261,  
D.R.C.C.T.

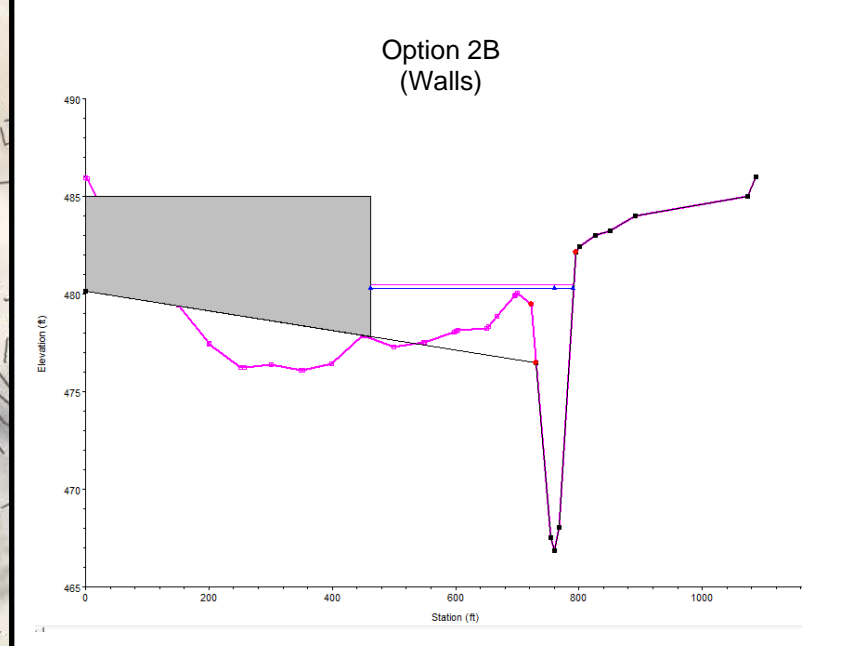
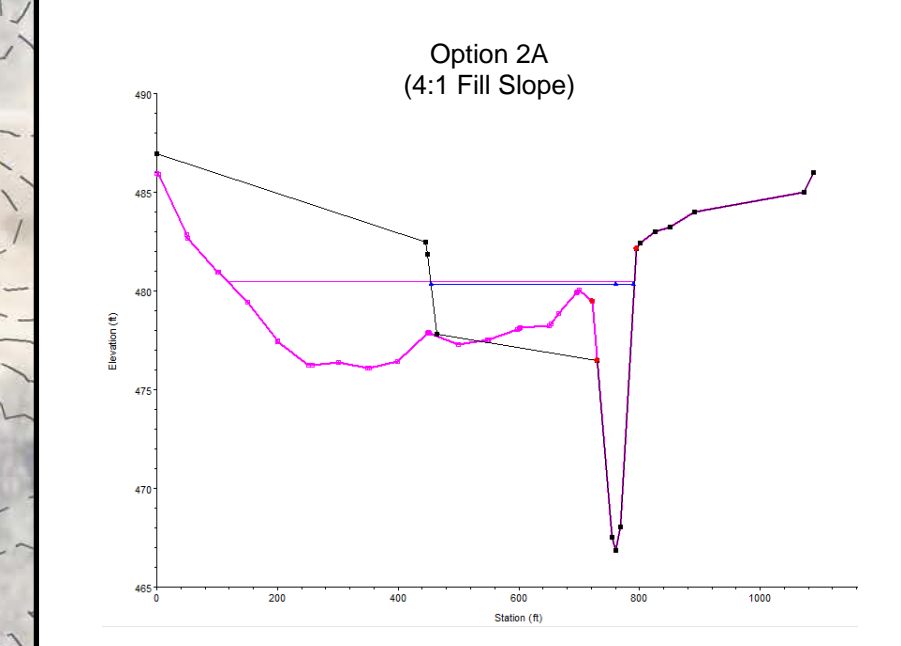
CALLED 6.52 ACRES  
WYLIE ECONOMIC  
DEVELOPMENT CORPORATION  
DOCUMENT NO.  
20141216001362890,  
O.P.R.C.C.T.

MUDDY CREEK

MAXWELL CREEK

| Reclamation Option Summary |                           |                  |                       |
|----------------------------|---------------------------|------------------|-----------------------|
| Option                     | Design Storm <sup>1</sup> | Reclamation Type | Reclamation Area (ac) |
| 2A                         | 500 <sup>2</sup>          | 4:1              | 3.3                   |
| 2B                         | 500 <sup>2</sup>          | Wall             | 3.6                   |

<sup>1</sup> Peak Flows based on the FEMA Effective FIS  
<sup>2</sup> 500-year assumed to equal 100-year fully developed conditions



**LEGEND**

- 780 - 1 FOOT EXISTING LIDAR CONTOURS (TNRIS, 2019)
- 780 - 1 FOOT EXISTING SURVEY CONTOURS (NTS, 2022)
- 100-YEAR EXISTING FLOODPLAIN (KH, 2022)
- CREEK CENTERLINE
- PROPERTY BOUNDARY
- RECLAMATION AREA (4:1 SIDE SLOPE OPTION)
- RECLAMATION AREA (WALL OPTION)

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |

**Kimley»Horn**  
 6160 WARREN PKWY, SUITE 210  
 FORT WORTH, TX 76155  
 PHONE: 972-335-3880 FAX: 972-335-3779  
 TEXAS REGISTERED ENGINEERING FIRM F-928

**PRELIMINARY**  
 FOR REVIEW ONLY NOT FOR  
 CONSTRUCTION OR PERMIT  
 PURPOSES

**Kimley»Horn**  
 Engineer: CAROLYN F COX  
 P.E. No. 122243  
 Date: JUNE 2022

|             |           |
|-------------|-----------|
| KHA PROJECT | 064478728 |
| DATE        | JUNE 2022 |
| SCALE       | AS SHOWN  |
| DESIGNED BY | CFC       |
| DRAWN BY    | CFC       |
| CHECKED BY  | CFC       |

**WYLIE EDC PROPERTY**  
 COLLIN COUNTY, TEXAS

**RECLAMATION EXHIBIT**  
 SHEET NUMBER  
**EXH**



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 15, 2022 Item Number: 3
Prepared By: Jason Greiner Account Code:
Date Prepared: 6-13-22 Exhibits: 1

Subject

Consider and act upon the award of bid for the sanitary sewer project at State Hwy 78/Alanis to Kimley-Horn and Associates, Inc.

Recommendation

Motion to award a contract to Kimley-Horn and Associates, Inc. in the amount of \$20,500 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board is aware, the Wylie Economic Development Corporation has investigated potential infrastructure improvements to help attract light industrial development to the area.

Approval of this Agreement would provide professional services for a sanitary sewer connection from the existing trunk line in Muddy Creek to the WEDC property at this location.

Project Details:

- 1. Topographic Survey, Tree Survey, Staking and Easement Preparation - \$10,500 LS
2. Sanitary Sewer Construction Plans - \$5,000 LS
3. Meetings & Project Coordination - \$5,000 HR

Task 3 also includes approximately 20 hours of meetings/site visits/project coordination in order to establish the easement locations with neighboring property owners.

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





May 27, 2022

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

Re: Agreement for Professional Services  
State Highway 78 at Alanis Boulevard Sanitary Sewer Project

Dear Jason:

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

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

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

### **Scope of Services**

The WEDC would like to provide a sanitary sewer connection from the existing trunk line in Muddy Creek to the WEDC property. This project requires a permanent sanitary sewer easement and temporary construction easement across the Woodbridge Golf Club property as shown on the image below. The preliminary alignment shown below will require approximately 715 feet of 8-inch sanitary sewer main to be installed and will include two connection points (one to each property) to the Easterling and WEDC properties.

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

*The remainder of this page was intentionally left blank*



**Task 1 – Topographic Survey and Easement Preparation**

**\$10,500 LS**

Kimley-Horn (through a sub-consultant) will prepare easement documents for the permanent sanitary sewer easement and the temporary construction easement. Both the temporary and permanent easements will be staked with wooden lathes and flagged. Kimley-Horn will coordinate with WEDC to set up a meeting with the Woodbridge Golf Club and walk the easements to confirm the locations of the easements.

In addition, a topographic survey of the utility corridor will be prepared. 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 corridor; 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 utilities. The City of Wylie datum will be used and this survey will be tied to the existing survey used for the SH 78 at Alanis Boulevard Flood Study project. The survey limit is approximately 800 feet by 50 feet and encompasses the area of both proposed easements.

**Task 2 – Sanitary Sewer Construction Plans**

**\$ 5,000 LS**

Kimley-Horn will prepare sanitary sewer construction plans consisting of the following:

- Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.

- General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.
- Sanitary Sewer Plan and Profile Sheet: Showing proposed wastewater main and manholes. Flow line data, material data and slope information will be labeled on the profile.
- Construction Details: Applicable City of Wylie construction details will be included in the plan set and modified as required.

This task includes two submittals:

- 95% submittal for City review
- 100% construction plan submittal

Please note that contract and specification preparation for bidding is not included in this task but can be added as an additional service if required.

**Task 3 – Meetings and Project Coordination \$ 5,000 HR**

Kimley-Horn will prepare for and attend meetings with the design team and reviewing staff to the extent requested by the Client and budgeted for in this agreement. Since the amount of effort for meetings and project coordination is not known we have provided a projected budget for these services, but actual cost will depend on actual effort required.

**Additional Services**

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

**Fee and Expenses**

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

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

| <b>TASK</b> |   | <b>FEE</b>           |
|-------------|---|----------------------|
| Task 1      | Topographic Survey and Easement Preparation | \$10,500 (LS)        |
| Task 2      | Sanitary Sewer Construction Plans           | \$ 5,000 (LS)        |
|             | <b>Total Lump Sum Labor Fee</b>             | <b>\$15,500 (LS)</b> |

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

Kimley-Horn will perform the services in Task 3 on an hourly basis at our current rate schedule with the projected labor fee shown below.

| <b>TASK</b> |                                   | <b>FEE</b>           |
|-------------|-----------------------------------|----------------------|
| Task 3      | Meetings and Project Coordination | \$ 5,000 (HR)        |
|             | <b>Projected Hourly Labor Fee</b> | <b>\$ 5,000 (HR)</b> |

Kimley-Horn will not exceed the total projected labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks.

### Closure

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

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

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

Sincerely,

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



Joseph E. Helmberger, P.E.  
Vice President



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

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

### WYLIE ECONOMIC DEVELOPMENT CORPORATION

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

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

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

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

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

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

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

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

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

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

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

source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

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

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

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

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

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

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

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal,

or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

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

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

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

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

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

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



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 15, 2022
Prepared By: Jason Greiner
Date Prepared: 6/13/22

Item Number: DS1
Account Code:
Exhibits:

Subject
Discussion regarding ICSC events.

Recommendation
No action is requested by staff for this item.

Discussion
Staff will lead a discussion about the May 22-24 ICSC event.





Wylie Economic Development Board

AGENDA REPORT

Meeting Date: May 20, 2022
Prepared By: Jason Greiner
Date Prepared: 5/13/22

Item Number: DS2
Account Code:
Exhibits:

Subject
Discussion regarding Tax Increment Reinvestment Zones.

Recommendation
No action is requested by staff for this item.

Discussion
Staff will discuss the potential implementation of a Tax Increment Reinvestment Zone (TIRZ).



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 15, 2022
Prepared By: Jason Greiner
Date Prepared: 6/13/22

Item Number: DS3
Account Code:
Exhibits:

Subject
Discuss issues surrounding the FY 2022-2023 WEDC Budget.

Recommendation
No action is requested by staff for this item.

Discussion
Staff will lead a discussion regarding the FY22-23 WEDC Budget.



# AGENDA REPORT

|                       |                      |                      |            |
|-----------------------|----------------------|----------------------|------------|
| <b>Meeting Date:</b>  | <u>June 15, 2022</u> | <b>Item Number:</b>  | <u>DS4</u> |
| <b>Prepared By:</b>   | <u>Jason Greiner</u> | <b>Account Code:</b> | <u></u>    |
| <b>Date Prepared:</b> | <u>6/13/22</u>       | <b>Exhibits:</b>     | <u>7</u>   |

**Subject**

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

**Recommendation**

No action is requested by staff for this item.

**Discussion**

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

**WEDC Property Update:**

Property Acquisition- UP Lot/N Keefer

- City Council approved the change of zoning for 401 N Keefer from Downtown Historic-Residential only to allow for commercial and/or residential uses on Feb 22; The UP Lot will have to go through the same process (at HRC, P&Z, & CC).
- WEDC Board provided a 30-day extension at the 4/22 meeting, with a proposed second amendment to the LOU to the Board at the 6/15 WEDC Board Meeting.
- Subject to Board approval, Staff anticipates closing by 6/29.

**Downtown Parking:** - *No Update, pending closing of UP lot next to 401 N Keefer*

- The new site plan was initially reviewed with engineering but the biggest issue is detention & drainage.
- Downtown Thoroughfare and Drainage Studies need to be completed prior to moving forward.
- Need the example ILA from UP for the City of Wylie.

**Engineering Report:**

Drainage Studies- FM 544/Cooper

- TxDOT as-builts have been reviewed by engineering. Detention will be required, but not as much as initially thought.
- Staff has been unsuccessful in trying to get the last set of culvert plans. Engineering is reaching back out to TxDOT one last time.

- Staff will provide an update in Executive Session

Water Line Installation- FM 544/Cooper

- This project resumed on 6/7 with construction, flagging, and inspection crews on site for completion of the bore.
- Project is nearing completion with final testing anticipated on 6/17.

Water Line Relocation- State Hwy 78/Brown

- Survey updates have been completed and easement documents have been received from Oncor for signature.
- Tree removal is complete and the grubbing and grinding of the trees will wrap up in the next two weeks.
- Dowager Construction anticipated submittal of shop drawings by 6/10 and is awaiting responses on concrete mixes and controlled low-strength material.
- Dowager anticipates starting early July; anticipates bore to begin sometime in July to have casing pipe under Brown installed.
- The NTMWD Easment has been filed with the County.
- The press release was issued for the tree removal and initial site development.

Flood Study- Hooper/Steel

- Preliminary Hydrologic and Hydraulic modeling is completed and Cardinal Strategies has performed internal QC on the data.
- 6/13/22 - Conference call with Staff and Engineering. They are still investigating two additional options but Staff has provided several of the draft floodplain maps that depict the pre vs. post flows and water levels. They plan to wrap up the study in the next few weeks and provide cost estimates for the board to review prior to formal budget approvals.
- Staff received the flood study from Cardinal Strategies. The proposed development of several sites around Steel and Hooper Road could cause slight increases in 100-yr peak discharge from the project site draining to Unnamed Tributary to Maxwell Creek. These would be considered adverse to other properties as the floodplain is not contained within the channel and the roadway infrastructure is undersized. In order to maximize the useability of the site, several alternatives were investigated to help reclaim floodplain and improve infrastructure to reduce the flood risk in the immediate area. Alternatives 1-3 build upon the next one and while each alternative helps to reclaim floodplain, on-site detention will be required to meet the local standards. Alternative 4 includes a regional pond further upstream to help reduce flow rates and flood risk. This option will eliminate the need to provide on-site detention and reduce infrastructure sizing at Steel and Hooper.

Flood Study- State Hwy 78/Alanis

- Kimley Horn provided exhibits showing the options, with both of the current options showing the majority of the Easterling property being able to be reclaimed.
- Kimley-Horn is preparing the mass grading plans and will complete the project in the next two weeks.
- The next steps for the project will be for the Board to review/approve the remaining tasks. Tasks 5, 8, & 9 have not been authorized, but should they be approved at the 6/15 Board Meeting, then Kimley-Horn will finalize the SWPP, Floodplain Analysis Submittal, LOMR, and obtain permits for the City of Wylie and FEMA approvals.
- Next Steps: Engineering/design of the sewer extension and drainage/utility easement.

**Temporary Access Agreements:**

- Additional request received via email from The Cross Church for use of the property on Marble. They requested access to use the property for Carnival Parking, but the construction project is anticipated to start before the June 13-20 event. While the request to use the former muffler shop was denied, staff proposed alternative locations at 300 East Brown Street. The Cross intends to use this location from June 12-June 20. Please note that the request is only for parking, so staff did not bring back a Temporary Access Agreement.

- Staff will need more time to properly prepare the documentation for the proposed Farmer’s Market on Ballard Avenue. There’s still interest, but timing has been an issue with the demolition and recent events downtown.

**Upcoming Events:**

- Council/WEDC Budget Work Session- July 12
- Council/CPAC Public Hearing and Final Budget Work Session- July 26
- Please see the attached Marketing Calendar for the full list of upcoming events

**WEDC Activities/Programs:**

- Sales tax revenues for the month of June are up 18.16%
- Overall sales tax revenues for FY22 are up 12.12%
- Please see the attached Discover Wylie FB report as well as mobile data surveys requested from Retail Coach for the Pedal Car Race, Taste of Wylie, Sip & Shop, BBQ on Ballard, and Summer Kick Off events.

**2022 May Board Meeting – 20th**

| Day   | Time          | Meeting/Event  |
|-------|---------------|--|
| 1-7   |               | Small Business Week (SBW Activities listed below)  |
| 1     | 1:00-5:00 pm  | SBW – Pedal Car Race   |
| 2     | 11:00 am      | SBW – Taste of Wylie – Olde City Park  |
| 3     | 8:30-9:30 am  | WDMA Meeting – SBW Focus   |
| 4     | 3:00-7:00 pm  | SBW– Dream Big, Be Brave and Survive the Rest - Women’s Leadership Conference – aw/rh    |
| 5     |               | SBW – Cinco De Mayo Promotion  |
| 5     | 6:30 am       | Christian Prayer Breakfast of Collin County  |
| 5     | 5:00-7:00 pm  | SBW – Wylie Young Professionals Event – Landon Winery                                    |
| 7     |               | SBW – Sip & Shop Downtown  |
| 9-13  |               | Economic Development Week  |
| 10    | 6:00 pm       | City Council - Economic Development Week Proclamation & TIRZ Work Session                |
| 13    |               | TEDC Sales Tax Training- Waco  |
| 14    | 3:30- 5:30 pm | BBQ on Ballard- Olde City Park   |
| 15    |               | City of Wylie Boards & Commissions Application Deadline                                  |
| 17    |               | WISD’s Internship Signing Day  |
| 17-18 |               | <b>TEDC Women in ED Conference – Austin – aw/rh</b>                                      |
| 18    |               | Chamber Lunch n Learn – Attracting and Retaining Workforce                               |
| 20    | 7:00 am       | WEDC – Board Meeting   |
| 22-25 |               | <b>ICSC 2022 Las Vegas – Las Vegas – mp, bp, ro, gm, bb, jg</b>                          |
| 24    | 11:30 am      | Wylie Chamber of Commerce Luncheon- Leadership Wylie Class 18 Graduation                 |
| 27    | 2:00 pm       | TXBIZ Talks with Angie Chen Button – Chair Int’l Relations and Economic Development – aw |
| 30    | 11:30 am      | Memorial Day Ceremony- “The Legacy of War”- Olde City Park                               |
| 30    | <b>CLOSED</b> | <b>Memorial Day</b>  |
| 31    | 6:00 pm       | RESCHEDULED - City Council Meeting & Joint CPAC/Council Work Session                     |

**2022 June Board Meeting -15th**

| Day   | Time         | Meeting/Event   |
|-------|--------------|---|
| 12-14 |              | <i>IEDC Economic Future Forum – Richardson - jg</i>                       |
| 7     | 8:30-9:30 am | WDMA Meeting  |
| 14    | 6:00 pm      | City Council & CPAC Joint Workshop  |
| 15    | 8:30 am      | WEDC- Board Meeting   |
| 18    |              | Wylie 3 <sup>rd</sup> Annual Juneteenth Celebration – Olde City Park      |
| 21-22 |              | <i>IEDC – Entrepreneurship-Led Economic Development – online - aw</i>     |
| 21-24 |              | <i>TEDC 2022 Summer Basic Economic Development Course- Corpus Christi</i> |
| 22-24 |              | <i>TEDC Mid-Year Conference- Corpus Christi</i>                           |
| 25    |              | Bluegrass on Ballard – Historic Downtown Wylie/Olde City Park             |
| 28    | 5:30 pm      | Reception for Outgoing Board/Commission Members                           |
| 28    | 6:00 pm      | City Council  |
| 28    | 11:30 am     | Wylie Chamber of Commerce – Monthly Luncheon                              |

**2022 July Board Meeting – 20th**

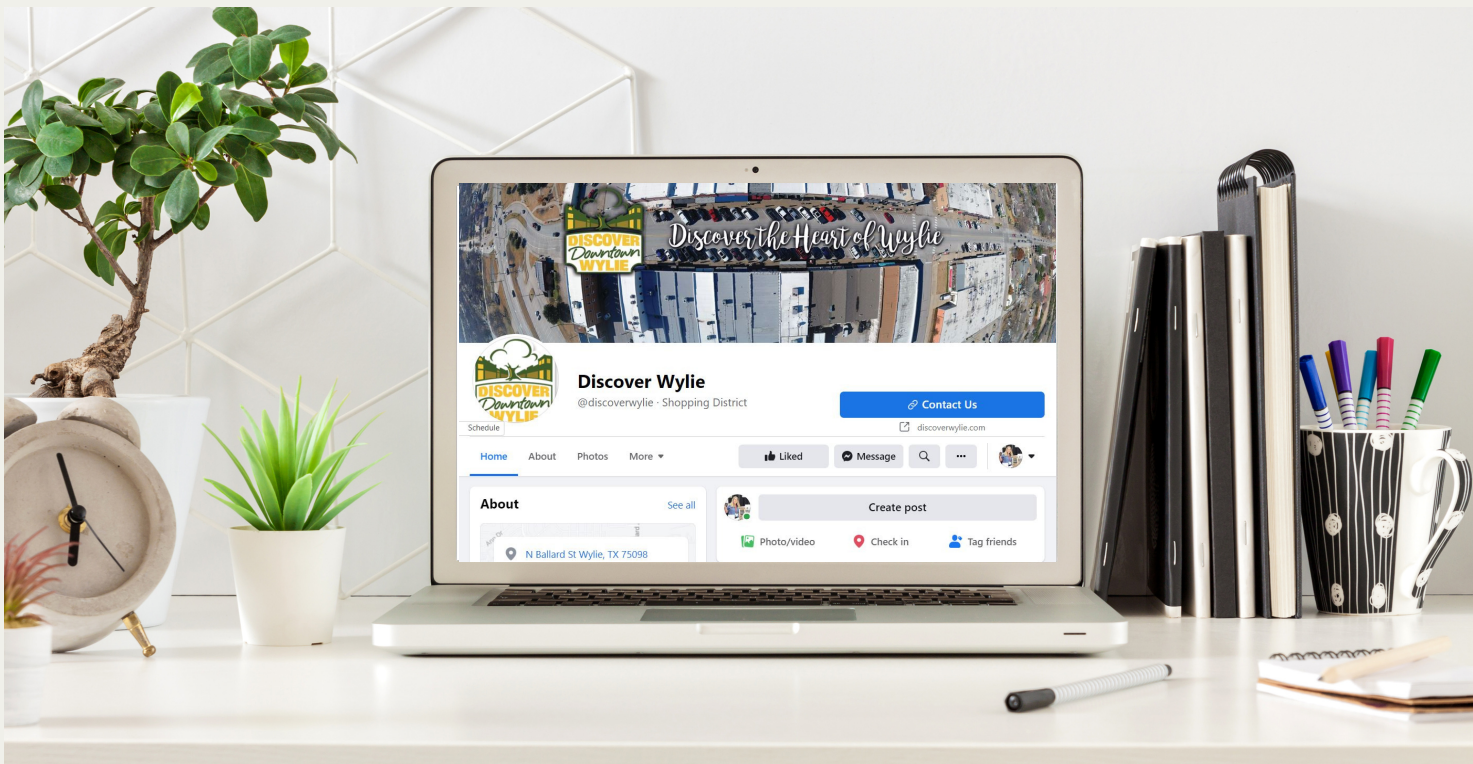
| Day | Time          | Meeting/Event                                       |
|-----|---------------|---|
| 4   | <b>CLOSED</b> | <b>4<sup>th</sup> of July Independence Day</b>      |
| 12  | 8:30-9:30 am  | WDMA Meeting  |
| 12  | 6:00 pm       | City Council- WEDC Budget Work Session with Council |
| 20  | 8:30 am       | WEDC- Board Meeting                                 |
| 26  | 6:00 pm       | City Council- FINAL Budget Work Session             |
| 27  | 11:30 am      | Wylie Chamber of Commerce- New Teacher Luncheon     |

**Around the Corner...**

- City Council- WEDC Budget Work Session – July 12
- City Council- Final Budget Work Session – July 26
- City Council/CPAC: Joint Public Hearing – July 26
- Retail Live, Austin- September 1
- TEDC- Sales Tax Workshop, DFW/Garland - September 16
- KCS Strategic Partner Conference, Kansas City- September 28-29
- Manufacturing Day - October 7
- TEDC- Sales Tax Workshop, Houston - October 7
- TEDC- Annual Conference, San Antonio- October 19-21
- TEDC 2022 Fall Basic Economic Development Course, Richardson - November 1-4
- TEDC- Sales Tax Workshop, Austin- November 18
- TEDC- Sales Tax Workshop, Virtual- Available December 2-16

# DISCOVER WYLIE

Facebook *report*



 @DISCOVER WYLIE  
4/27/2022 - 5/26/2022



# FACEBOOK REPORT

@DiscoverWylie

Report Time Period: 4/27/2022 - 5/26/2022

**18,763**  
TOTAL FOLLOWERS

**80**  
NEW FOLLOWERS

**+471%**  
PREVIOUS 30-DAY PERIOD

|            | MAY    | APRIL | CHANGE |
|------------|--------|-------|--------|
| ENGAGEMENT | 5,900  | 288   | +1964% |
| REACH      | 34,600 | 2,700 | +1174% |

AUDIENCE FEMALE / MALE



## TOP PERFORMING POSTS

Schedule

8,009 People reached 163 Engagements ↑ +5.4x higher Distribution score [Boost post](#)

14 1 Comment 3 Shares

This is a great example of a business sharing from the Discover Wylie page.

Schedule

4,180 People reached 587 Engagements ↑ +3.0x higher Distribution score [Boost post](#)

142 24 Comments 23 Shares

In-sync is proving to be a big engagement generator for the page.

Schedule

6,988 People reached 1,744 Engagements [Boost post](#)

180 25 Comments 30 Shares

People are interacting with photo gallery posts.

Schedule

7,034 People reached 491 Engagements ↑ +5.0x higher Distribution score [Boost post](#)

28 4 Comments 17 Shares

We have a promotion planned for every month to showcase local businesses.

Schedule

42 13 Comments

This post was shared in the Wylie Takeout & Delivery group.

Schedule

3,572 People reached 272 Engagements ↑ +2.5x higher Distribution score [Boost post](#)

88 5 Comments 14 Shares

We will share a new historical post every two weeks.



The**Retail**Coach.®

# Pedal Car Race Mobile Data Survey

WYLIE, TEXAS

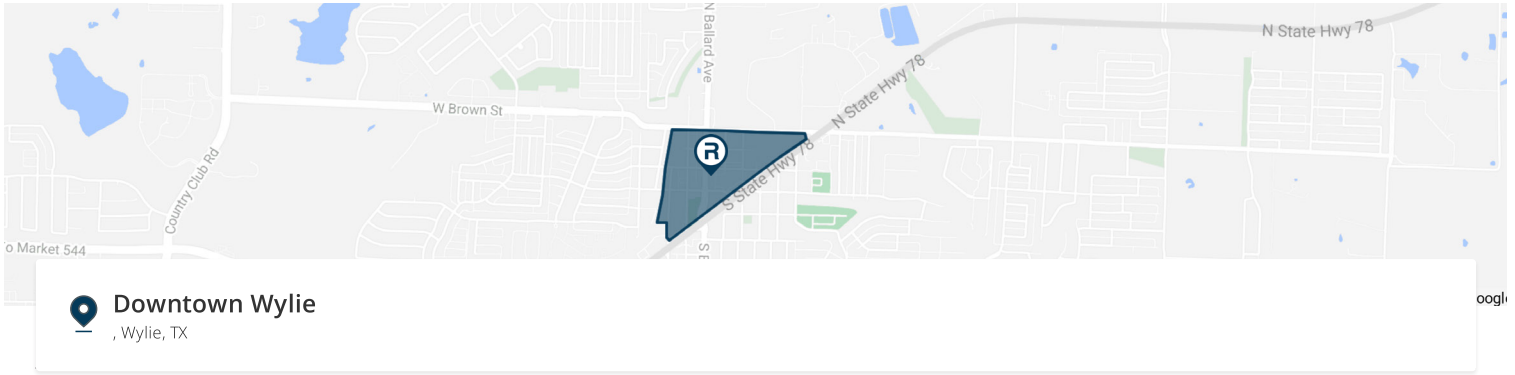
# WYLIEEDC

Prepared for Wylie Economic Development Corporation  
May 1, 2022

# Pedal Car Race • Mobile Data Analysis

06/15/2022 Item DS4.

Wylie, Texas • May 1, 2022



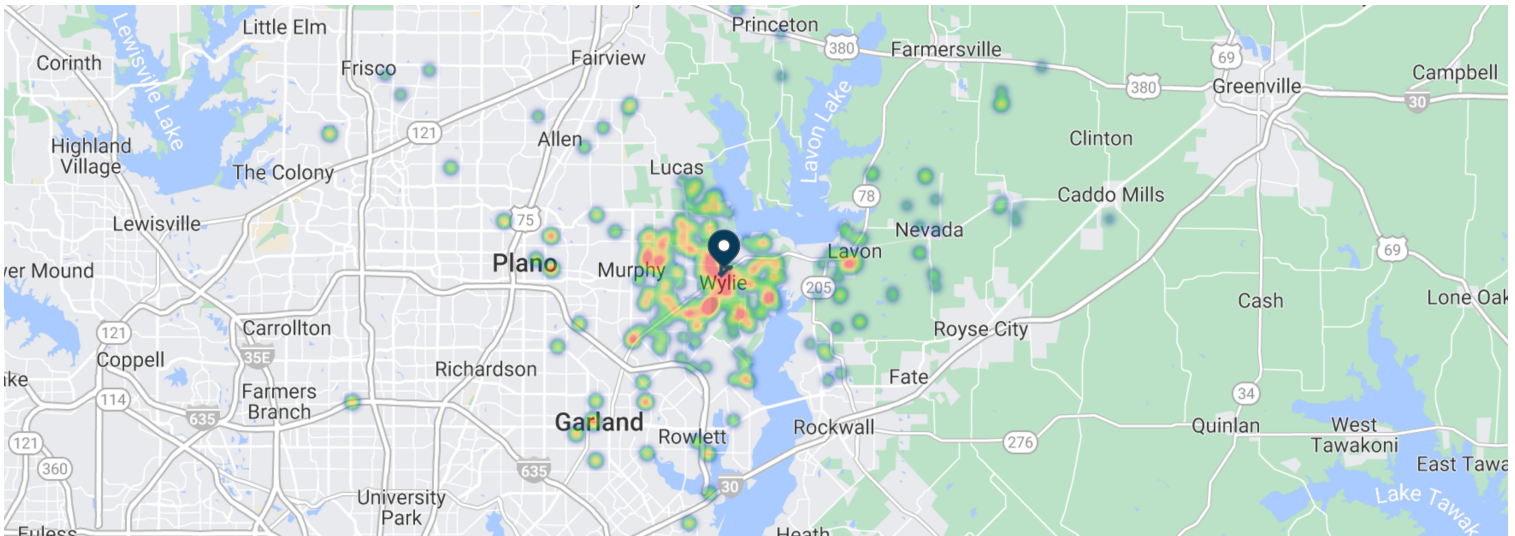
## Metrics

Est. # of Visits

### Pedal Car Race

### 6.3K

## Trade Area - Home Locations



## Typical Customer Persona

Downtown Wylie



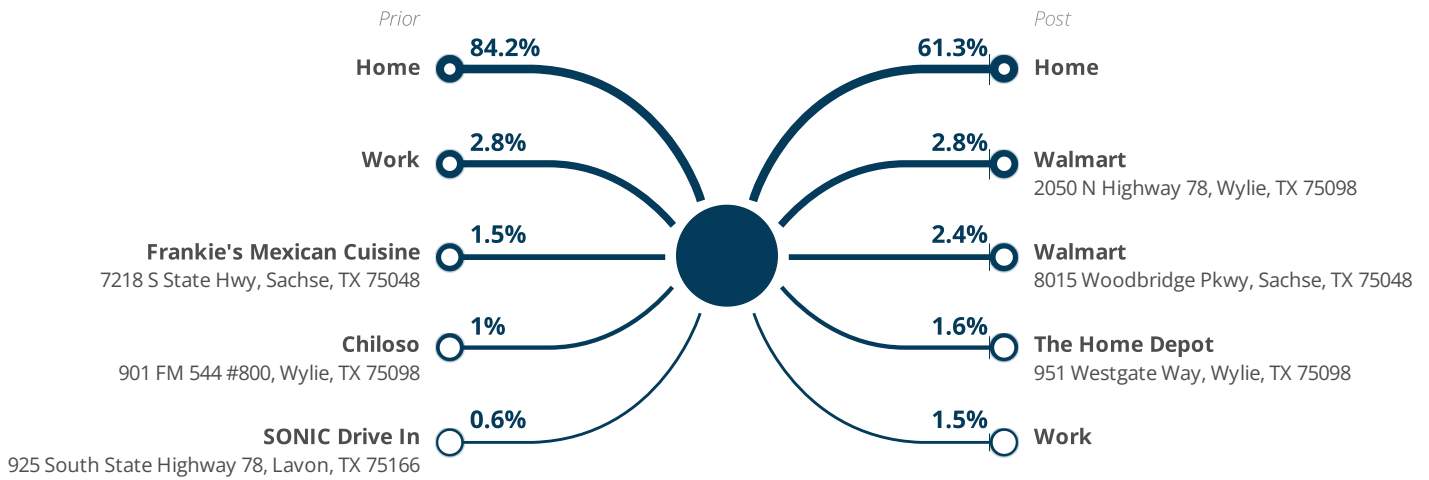
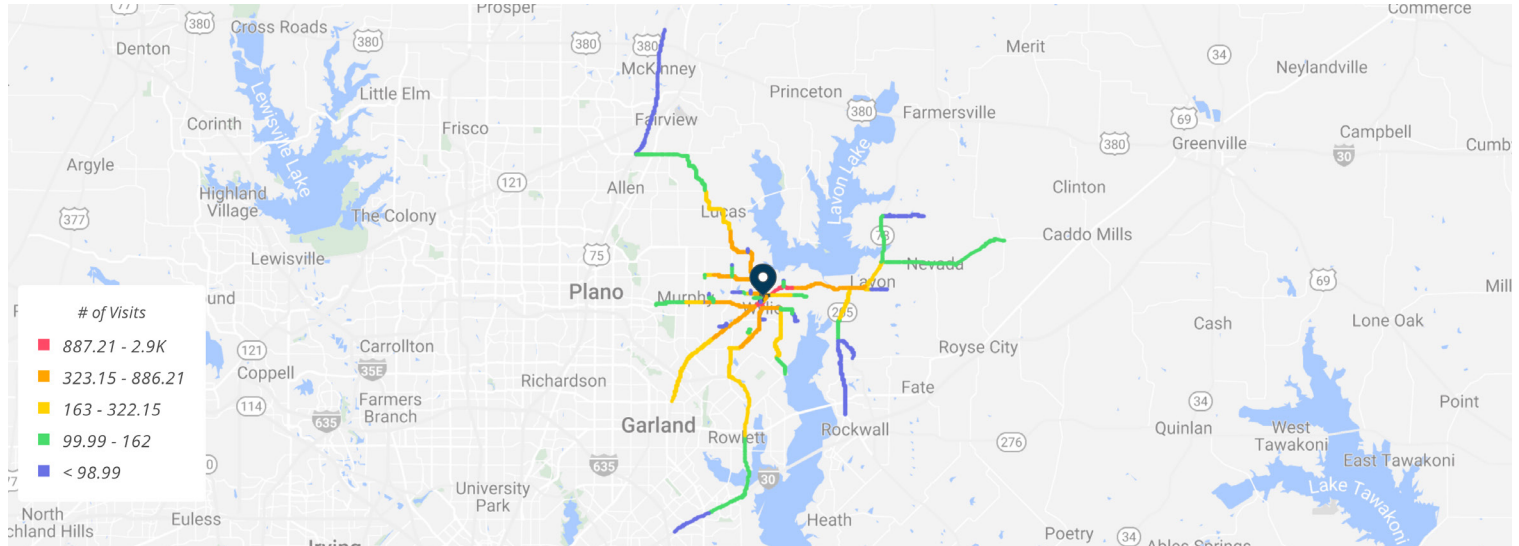
Ethnicity White

Income \$75K - \$100K



Wylie, Texas • May 1, 2022

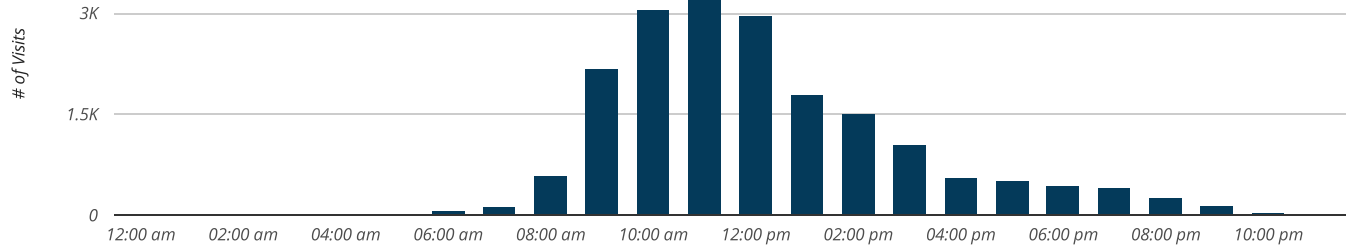
## Customer Journey



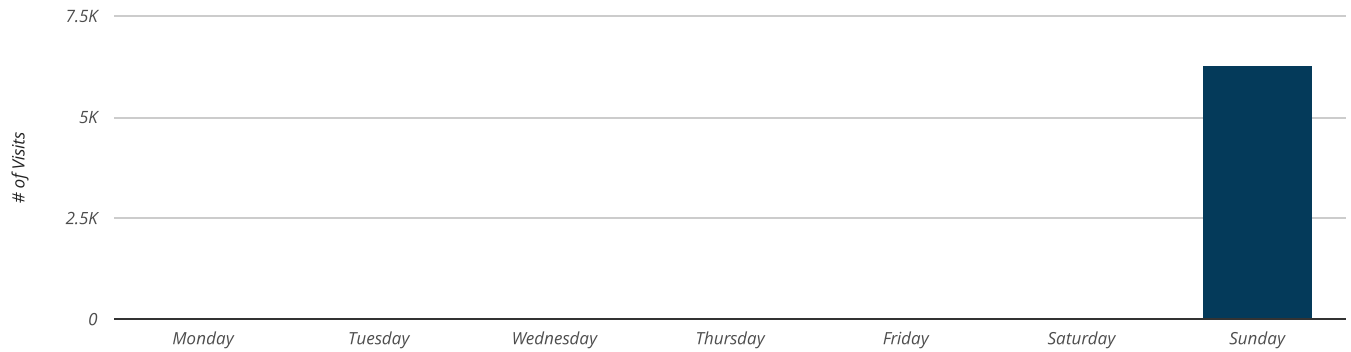
## Favorite Places

|   |  |         |              |
|---|--|---------|--------------|
| 1 | <b>First Baptist Church Wylie</b><br>N Ballard Ave | 0.06 mi | 1.9K (29.6%) |
| 2 | <b>Taste of Home</b><br>N Ballard Ave              | 0.09 mi | 912 (14.5%)  |
| 3 | <b>Ballard Street Cafe</b><br>N Ballard Ave        | 0.04 mi | 611 (9.7%)   |
| 4 | <b>Olde City Park</b><br>N Ballard Ave             | 0.17 mi | 551 (8.8%)   |
| 5 | <b>First Baptist Wylie Event Center</b><br>Wylie   | 0.04 mi | 409 (6.5%)   |

## Hourly Visits



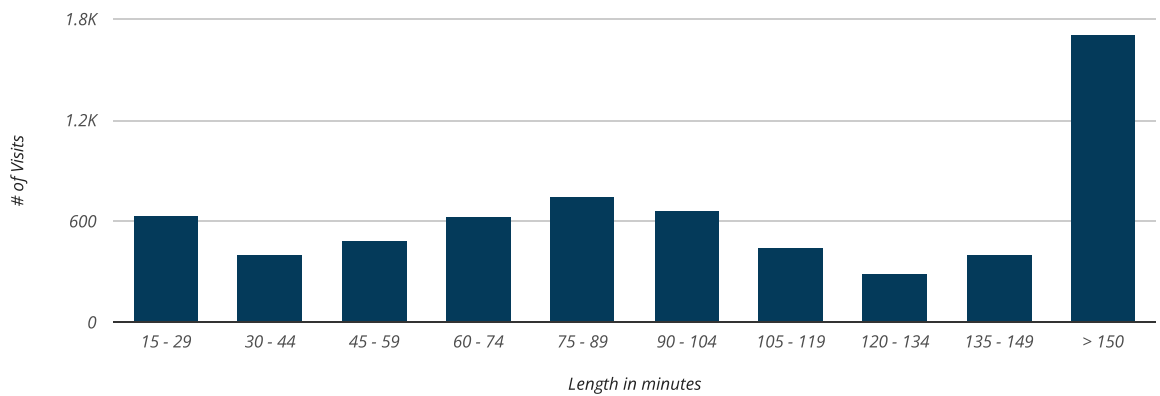
## Daily Visits



## Length of Stay

Average Stay

**118 Min**



# Pedal Car Race • Mobile Data Analysis

Wylie, Texas • May 1, 2022

06/15/2022 Item DS4.

## Top Zip Codes

| CITY         | STATE | ZIP CODE | % OF CUSTOMERS |
|--------------|-------|----------|----------------|
| Wylie        | TX    | 75098    | 47.42          |
| Sachse       | TX    | 75048    | 8.76           |
| Plano        | TX    | 75094    | 5.63           |
| Lavon        | TX    | 75166    | 4.85           |
| Garland      | TX    | 75040    | 3.05           |
| Plano        | TX    | 75074    | 2.92           |
| Nevada       | TX    | 75173    | 2.64           |
| Garland      | TX    | 75044    | 2.46           |
| Rockwall     | TX    | 75087    | 2.00           |
| Rowlett      | TX    | 75089    | 1.68           |
| Garland      | TX    | 75043    | 1.48           |
| Allen        | TX    | 75002    | 1.30           |
| Farmersville | TX    | 75442    | 1.18           |
| Rowlett      | TX    | 75088    | 1.14           |
| Whitewright  | TX    | 75491    | 0.94           |
| McKinney     | TX    | 75071    | 0.91           |
| Royse City   | TX    | 75189    | 0.75           |
| Seagoville   | TX    | 75159    | 0.73           |
| Garland      | TX    | 75042    | 0.68           |
| Dallas       | TX    | 75244    | 0.64           |
| The Colony   | TX    | 75056    | 0.62           |
| Princeton    | TX    | 75407    | 0.62           |

| CITY        | STATE | ZIP CODE | % OF CUSTOMERS |
|-------------|-------|----------|----------------|
| Plano       | TX    | 75023    | 0.62           |
| Flint       | TX    | 75762    | 0.60           |
| Garland     | TX    | 75041    | 0.60           |
| Mesquite    | TX    | 75150    | 0.51           |
| Wildomar    | CA    | 92595    | 0.51           |
| Frisco      | TX    | 75035    | 0.49           |
| Plano       | TX    | 75025    | 0.43           |
| Childress   | TX    | 79201    | 0.40           |
| Chesapeake  | VA    | 23322    | 0.37           |
| Kingwood    | TX    | 77339    | 0.35           |
| Zionsville  | IN    | 46077    | 0.33           |
| Red Oak     | TX    | 75154    | 0.32           |
| Terrell     | TX    | 75161    | 0.30           |
| Belton      | TX    | 76513    | 0.29           |
| Allen       | TX    | 75013    | 0.25           |
| Wills Point | TX    | 75169    | 0.24           |
| Quintan     | TX    | 75474    | 0.22           |
| Bullard     | TX    | 75757    | 0.22           |
| Frisco      | TX    | 75034    | 0.21           |
| Forney      | TX    | 75126    | 0.17           |
| Caddo Mills | TX    | 75135    | 0.13           |

# About The Retail Coach®

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The**RetailCoach**.®

## ACKNOWLEDGMENTS

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The**Retail**Coach<sup>®</sup>

# Taste of Wylie Mobile Data Survey

WYLIE, TEXAS

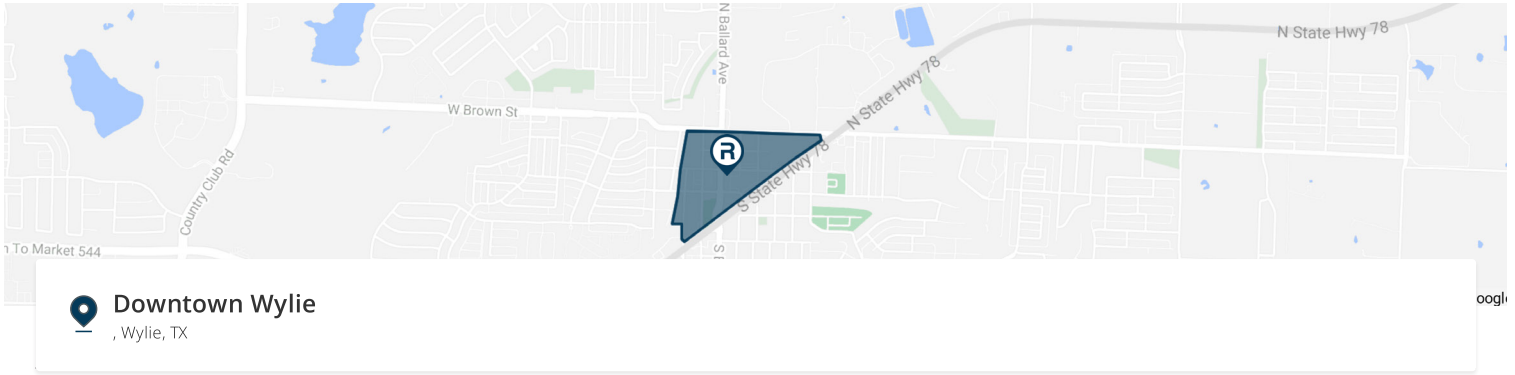
# WYLIE EDC

Prepared for Wylie Economic Development Corporation  
May 2, 2022

# Taste of Wylie • Mobile Data Analysis

06/15/2022 Item DS4.

Wylie, Texas • May 2, 2022



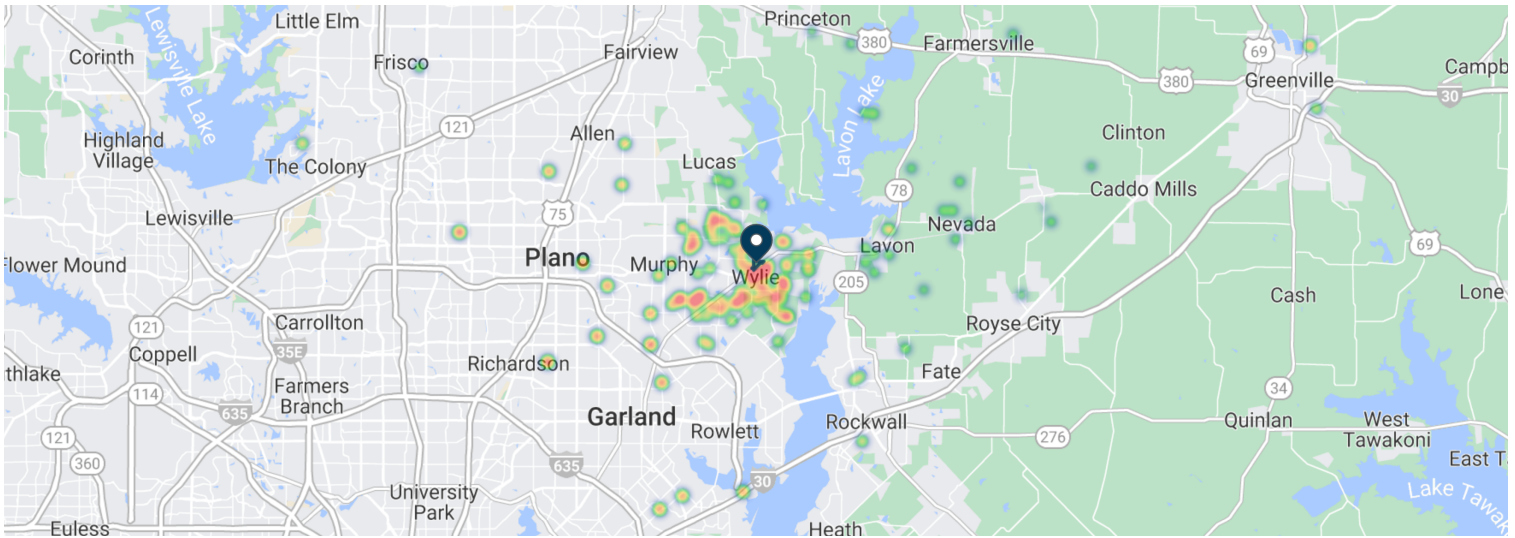
## Metrics

Est. # of Visits

**Taste of Wylie**

**2.8K**

## Trade Area - Home Locations



## Typical Customer Persona

Downtown Wylie

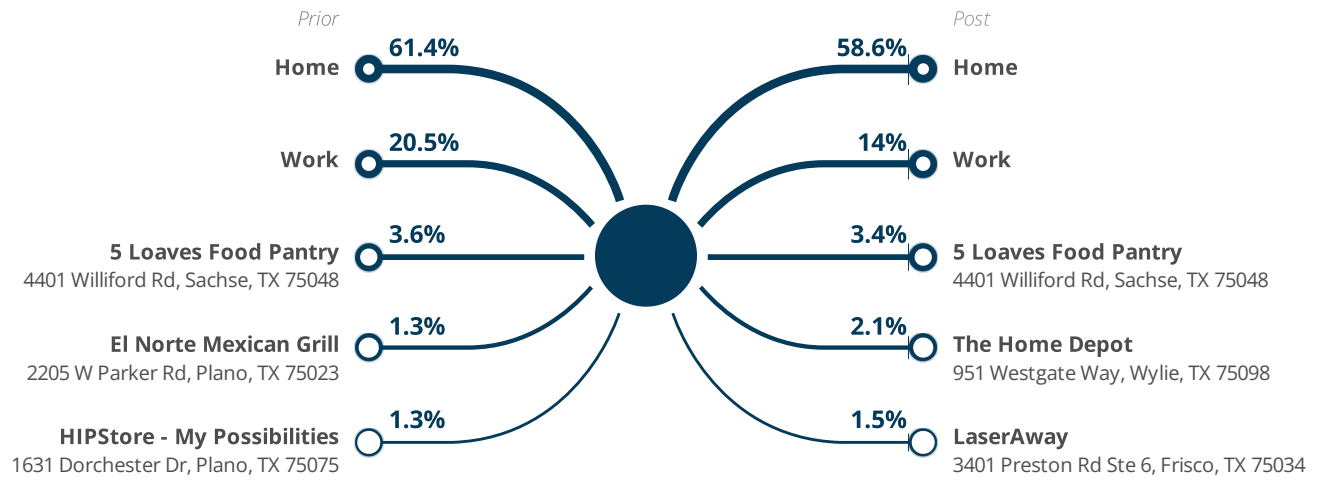
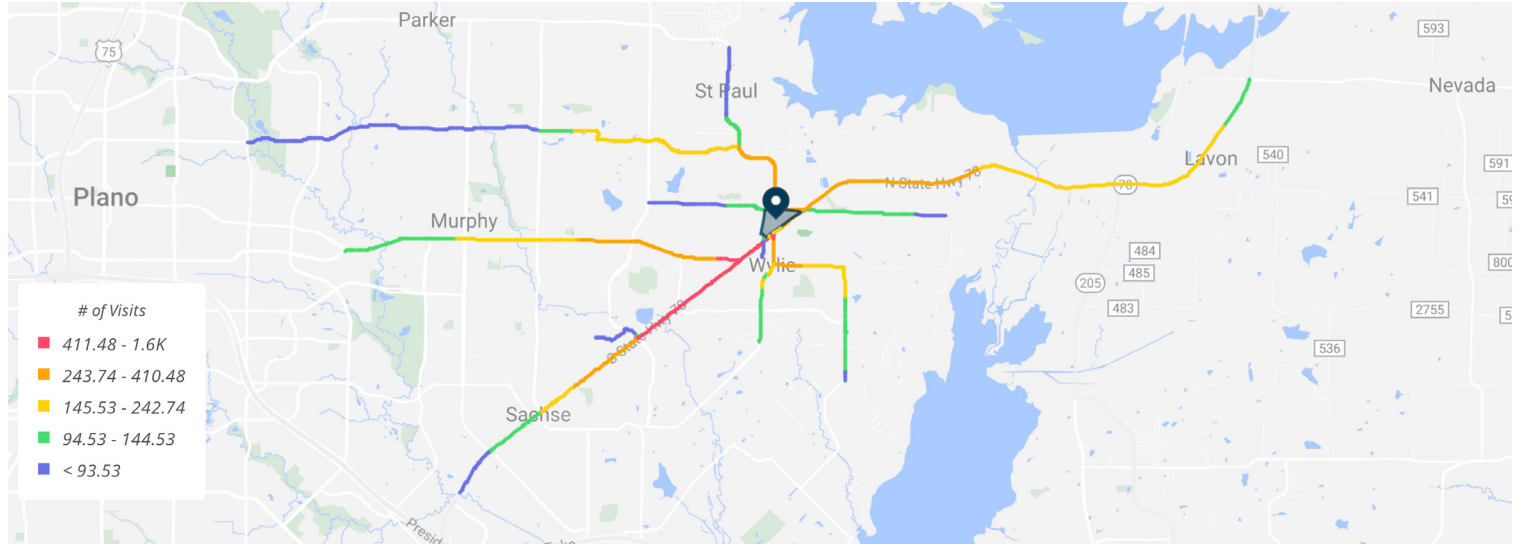


Ethnicity White

Income \$75K - \$100K



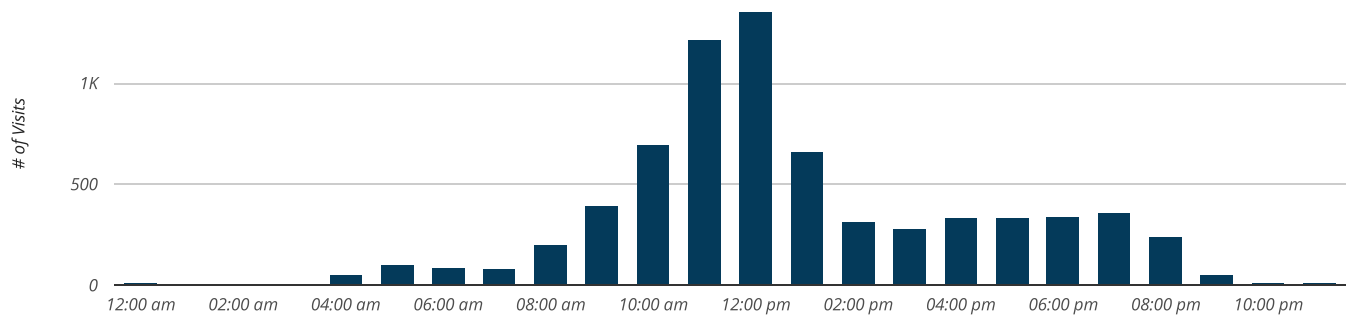
## Customer Journey



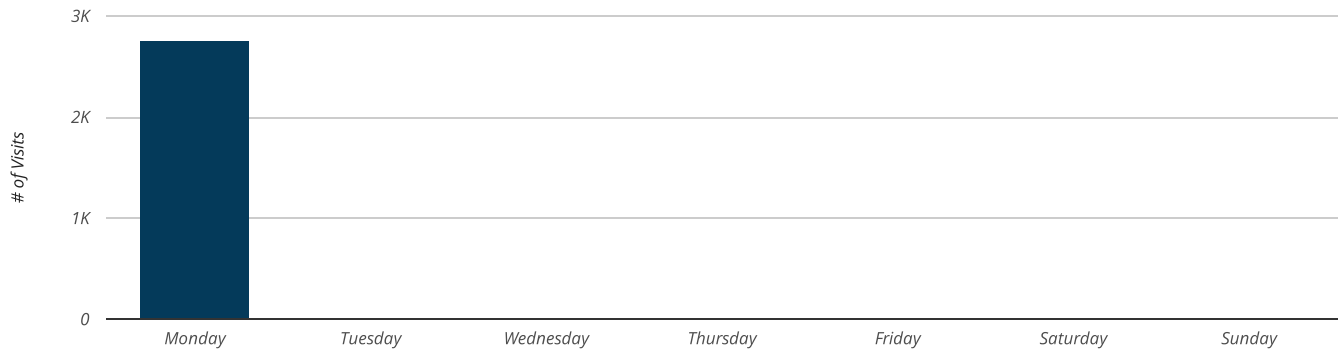
## Favorite Places

|   |   |         |              |
|---|---|---------|--------------|
| 1 | <b>Olde City Park</b><br>N Ballard Ave            | 0.17 mi | 1.1K (39.3%) |
| 2 | <b>Ballard Street Cafe</b><br>N Ballard Ave       | 0.04 mi | 330 (11.9%)  |
| 3 | <b>Fb Wylie Event Center</b><br>N Ballard Ave     | 0.05 mi | 209 (7.6%)   |
| 4 | <b>Southwestern Chiropractic</b><br>S Jackson Ave | 0.19 mi | 138 (5%)     |
| 5 | <b>Woodbridge Crossing</b><br>Fm 544              | 3.09 mi | 126 (4.6%)   |

## Hourly Visits



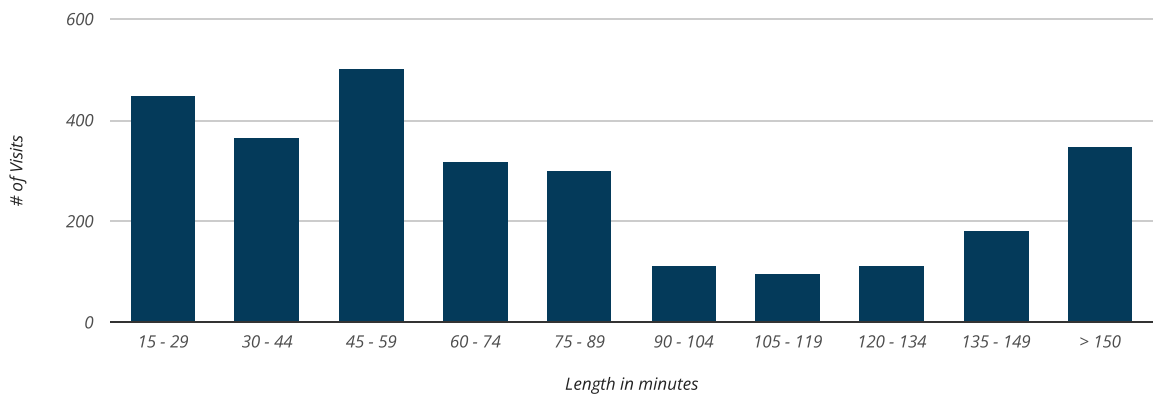
## Daily Visits



## Length of Stay

Average Stay

**87 Min**



## Top Zip Codes

| CITY         | STATE | ZIP CODE | % OF CUSTOMERS |
|--------------|-------|----------|----------------|
| Wylie        | TX    | 75098    | 46.35          |
| Sachse       | TX    | 75048    | 11.24          |
| Plano        | TX    | 75094    | 3.76           |
| Garland      | TX    | 75044    | 3.68           |
| Garland      | TX    | 75043    | 3.25           |
| San Jose     | CA    | 95110    | 3.07           |
| Lavon        | TX    | 75166    | 2.89           |
| Nevada       | TX    | 75173    | 2.38           |
| Allen        | TX    | 75002    | 1.63           |
| Rockwall     | TX    | 75087    | 1.48           |
| Richardson   | TX    | 75081    | 1.41           |
| Plano        | TX    | 75093    | 1.37           |
| Farmersville | TX    | 75442    | 1.26           |
| Garland      | TX    | 75040    | 1.23           |
| Plano        | TX    | 75074    | 1.16           |
| Richardson   | TX    | 75082    | 1.08           |
| Royse City   | TX    | 75189    | 1.01           |
| Plano        | TX    | 75025    | 1.01           |

| CITY           | STATE | ZIP CODE | % OF CUSTOMERS |
|----------------|-------|----------|----------------|
| Greenville     | TX    | 75401    | 0.94           |
| Fredericksburg | TX    | 78624    | 0.90           |
| Pittsburg      | TX    | 75686    | 0.90           |
| Edinburg       | TX    | 78539    | 0.76           |
| Tyler          | TX    | 75703    | 0.72           |
| The Colony     | TX    | 75056    | 0.69           |
| Princeton      | TX    | 75407    | 0.69           |
| Rockwall       | TX    | 75032    | 0.65           |
| Davenport      | FL    | 33896    | 0.65           |
| Leonard        | TX    | 75452    | 0.61           |
| Belton         | TX    | 76513    | 0.58           |
| Greenville     | TX    | 75402    | 0.54           |
| Wolfe City     | TX    | 75496    | 0.51           |
| Cumby          | TX    | 75433    | 0.47           |
| Frisco         | TX    | 75034    | 0.43           |
| Blue Ridge     | TX    | 75424    | 0.40           |
| Caddo Mills    | TX    | 75135    | 0.29           |

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The**Retail**Coach.®

# Sip & Shop Mobile Data Survey

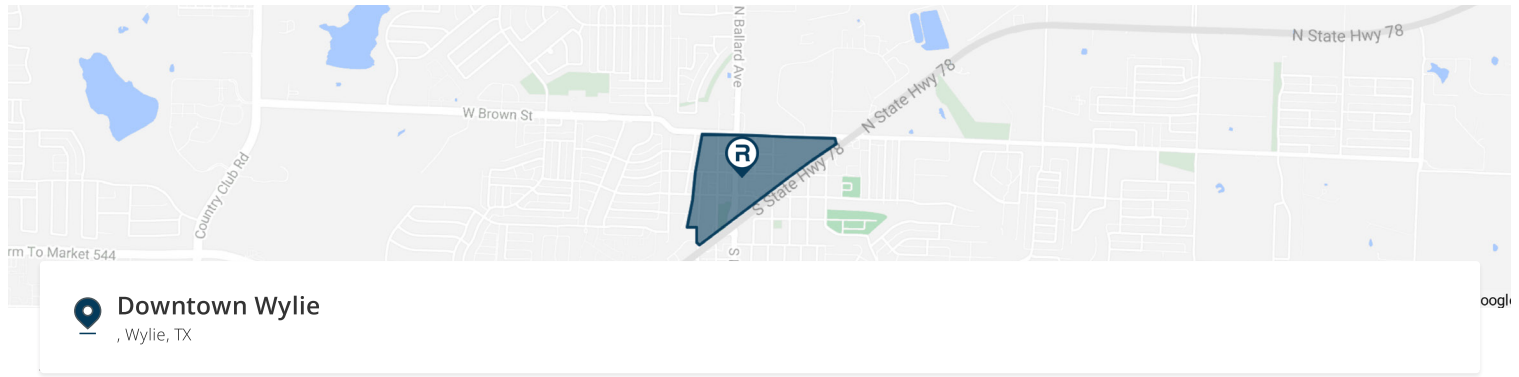
WYLIE, TEXAS

# WYLIEEDC

Prepared for Wylie Economic Development Corporation  
May 7, 2022



Wylie, Texas • May 7, 2022



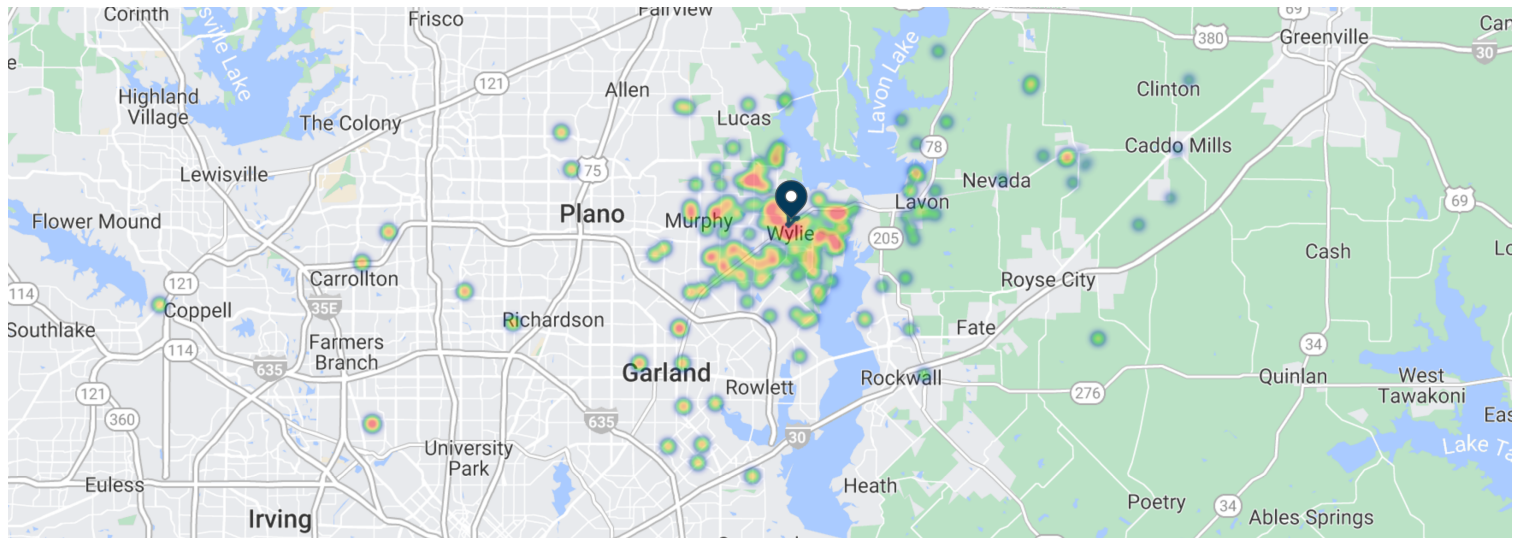
### Metrics

Est. # of Visits

## Sip & Shop

# 4.6K

## Trade Area - Home Locations



## Typical Customer Persona

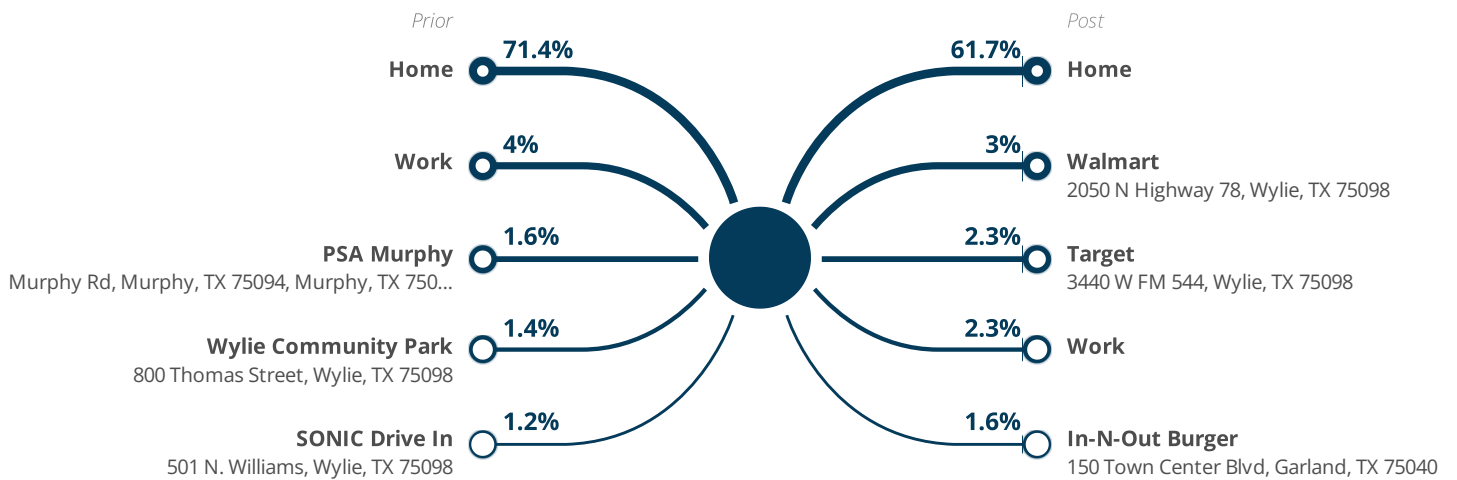
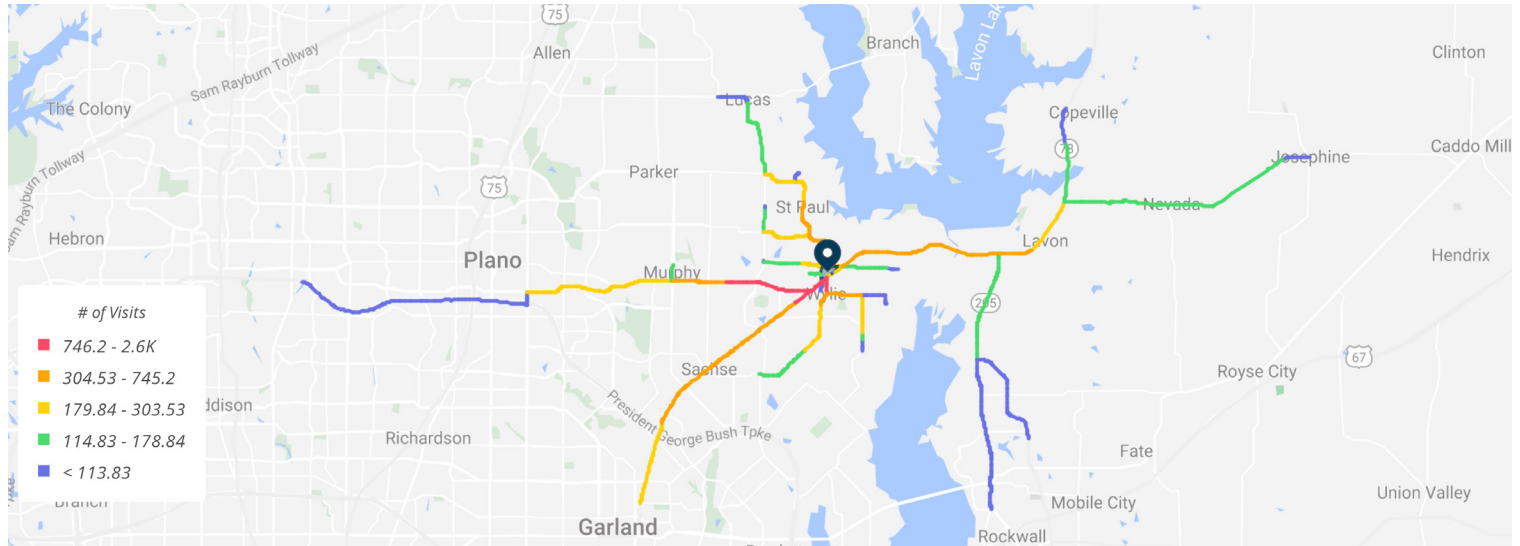
Downtown Wylie



Ethnicity White

Income \$75K - \$100K

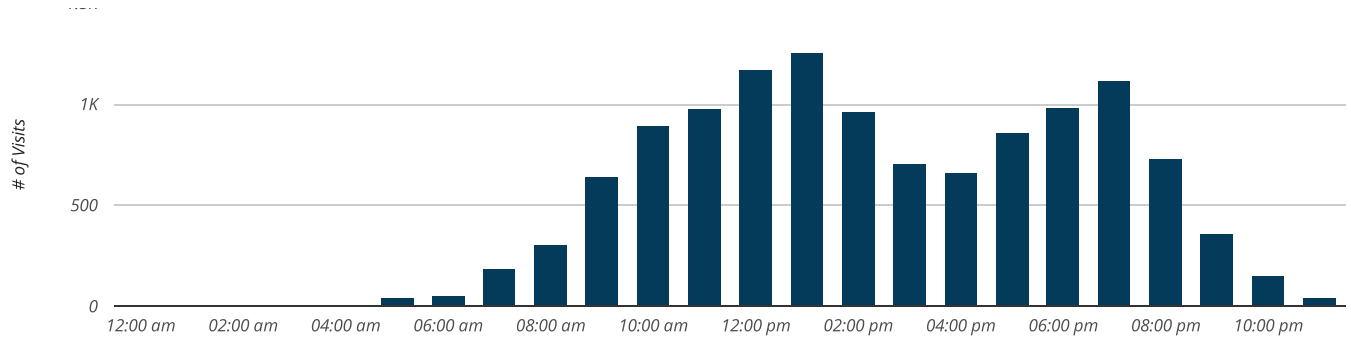
## Customer Journey



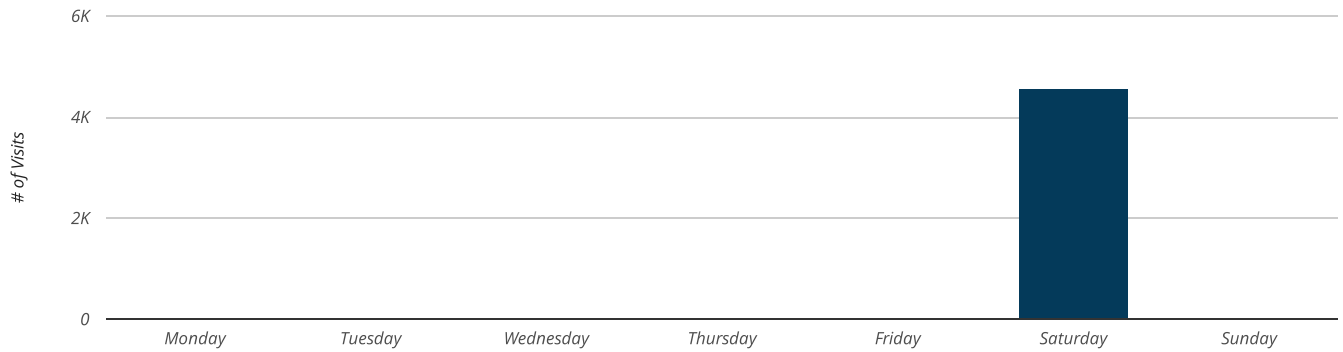
## Favorite Places

|   |   |         |             |
|---|---|---------|-------------|
| 1 | <b>Ballard Street Cafe</b><br>N Ballard Ave   | 0.04 mi | 921 (20.2%) |
| 2 | <b>Taste of Home</b><br>N Ballard Ave         | 0.09 mi | 523 (11.5%) |
| 3 | <b>Woodbridge Crossing</b><br>Fm 544          | 3.09 mi | 451 (9.9%)  |
| 4 | <b>Olde City Park</b><br>N Ballard Ave        | 0.17 mi | 428 (9.4%)  |
| 5 | <b>Fb Wylie Event Center</b><br>N Ballard Ave | 0.05 mi | 372 (8.1%)  |

## Hourly Visits



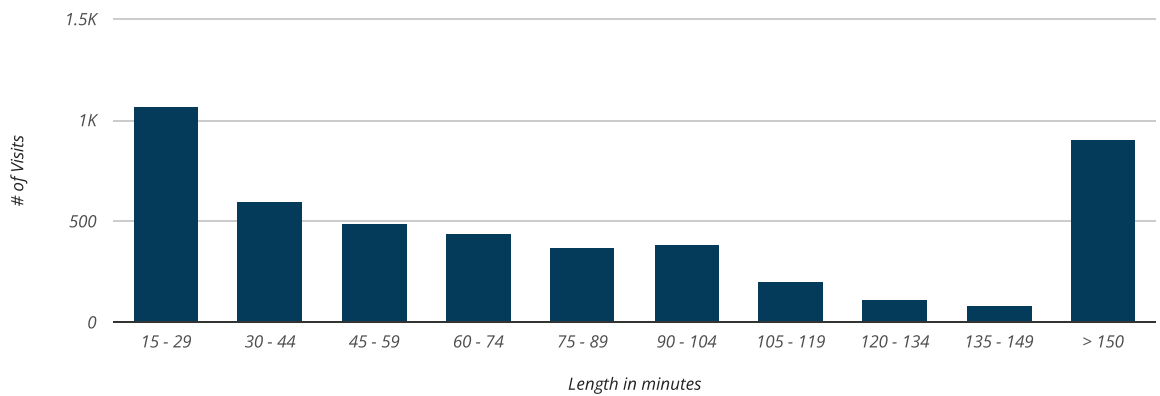
## Daily Visits



## Length of Stay

Average Stay

**94 Min**



## Top Zip Codes

| CITY          | STATE | ZIP CODE | % OF CUSTOMERS |
|---------------|-------|----------|----------------|
| Wylie         | TX    | 75098    | 41.78          |
| Sachse        | TX    | 75048    | 9.41           |
| Plano         | TX    | 75094    | 5.78           |
| Lavon         | TX    | 75166    | 3.33           |
| Garland       | TX    | 75043    | 3.26           |
| Nevada        | TX    | 75173    | 3.15           |
| Allen         | TX    | 75002    | 2.65           |
| Garland       | TX    | 75040    | 2.10           |
| Rowlett       | TX    | 75089    | 1.84           |
| Rockwall      | TX    | 75087    | 1.49           |
| Garland       | TX    | 75044    | 1.47           |
| Dallas        | TX    | 75220    | 1.42           |
| Richardson    | TX    | 75082    | 1.20           |
| Newport News  | VA    | 23602    | 1.01           |
| Garland       | TX    | 75042    | 0.94           |
| Dallas        | TX    | 75248    | 0.92           |
| Pittsburg     | TX    | 75686    | 0.88           |
| Dallas        | TX    | 75287    | 0.88           |
| Carrollton    | TX    | 75006    | 0.88           |
| Princeton     | TX    | 75407    | 0.85           |
| Royse City    | TX    | 75189    | 0.83           |
| Garland       | TX    | 75041    | 0.83           |
| Oklahoma City | OK    | 73122    | 0.74           |
| Plano         | TX    | 75025    | 0.72           |
| Richardson    | TX    | 75080    | 0.70           |
| Plano         | TX    | 75023    | 0.70           |

| CITY         | STATE | ZIP CODE | % OF CUSTOMERS |
|--------------|-------|----------|----------------|
| Forney       | TX    | 75126    | 0.68           |
| Mesquite     | TX    | 75181    | 0.68           |
| Grapevine    | TX    | 76051    | 0.68           |
| Boerne       | TX    | 78006    | 0.66           |
| Farmersville | TX    | 75442    | 0.57           |
| Seagoville   | TX    | 75159    | 0.48           |
| Caddo Mills  | TX    | 75135    | 0.48           |
| San Angelo   | TX    | 76901    | 0.48           |
| Piedmont     | OK    | 73078    | 0.46           |
| Commerce     | TX    | 75428    | 0.42           |
| Culbertson   | MT    | 59218    | 0.42           |
| Red Oak      | TX    | 75154    | 0.39           |
| Dike         | TX    | 75437    | 0.37           |
| San Angelo   | TX    | 76904    | 0.37           |
| Rockwall     | TX    | 75032    | 0.35           |
| Lubbock      | TX    | 79407    | 0.35           |
| Belton       | TX    | 76513    | 0.35           |
| Terrell      | TX    | 75161    | 0.33           |
| Leander      | TX    | 78641    | 0.33           |
| Fort Worth   | TX    | 76131    | 0.28           |
| Conroe       | TX    | 77384    | 0.26           |
| Blue Ridge   | TX    | 75424    | 0.24           |
| Hallsville   | TX    | 75650    | 0.22           |
| Aubrey       | TX    | 76227    | 0.20           |
| Anna         | TX    | 75409    | 0.18           |

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The**Retail**Coach.®

# BBQ on Ballard Mobile Data Survey

WYLIE, TEXAS

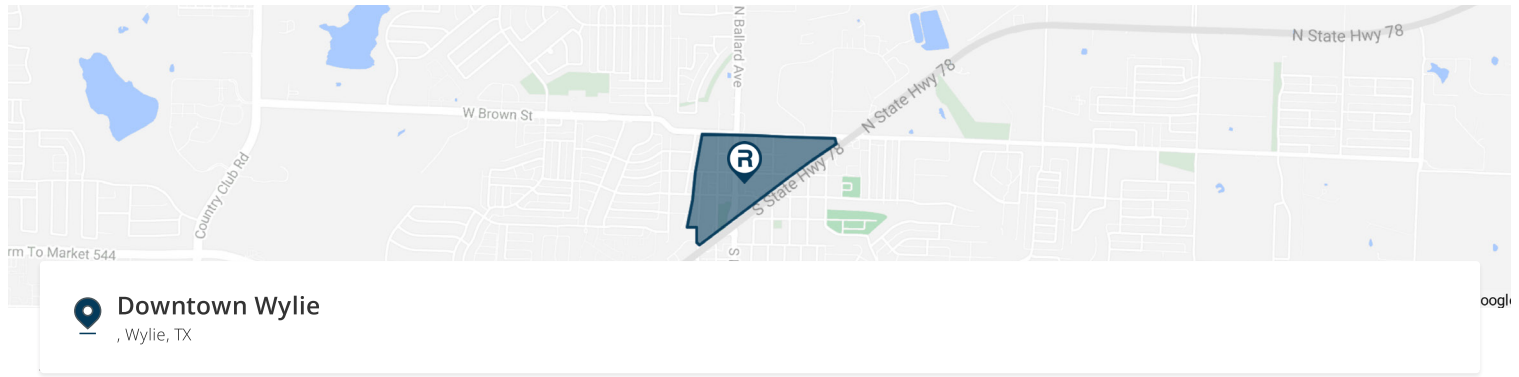
# WYLIE EDC

Prepared for Wylie Economic Development Corporation  
May 14, 2022

# BBQ on Ballard • Mobile Data Analysis

06/15/2022 Item DS4.

Wylie, Texas • May 14, 2022



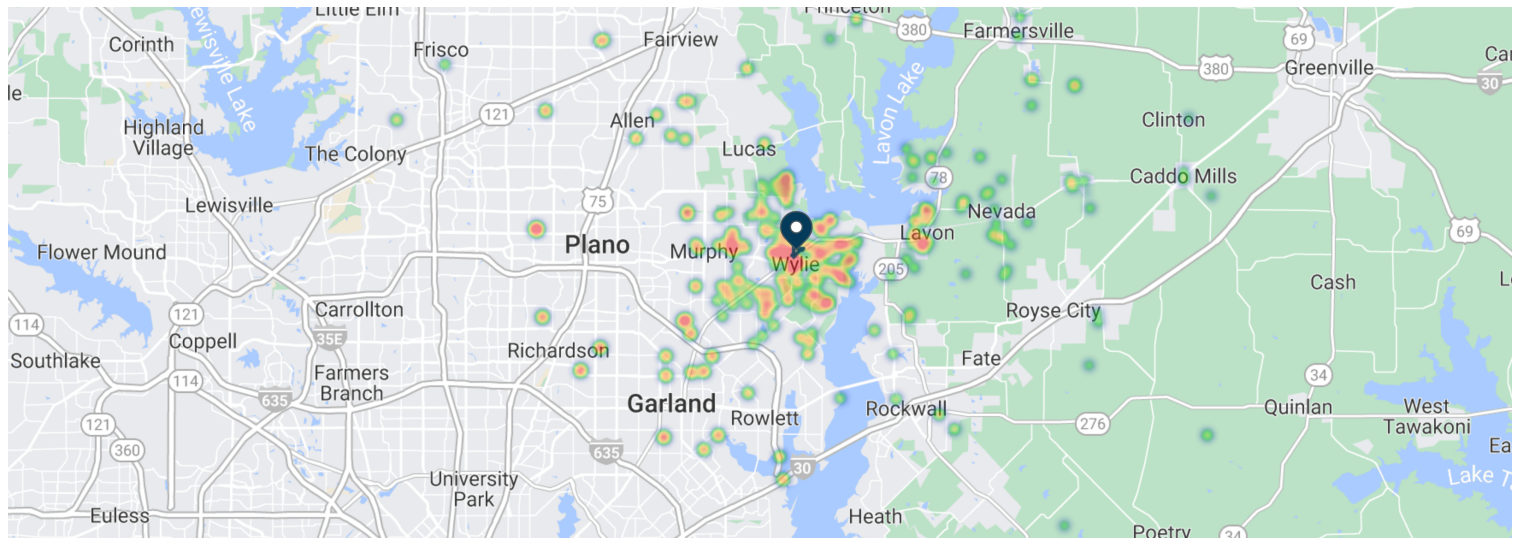
## Metrics

Est. # of Visits

### BBQ on Ballard

### 5K

## Trade Area - Home Locations



## Typical Customer Persona

Downtown Wylie



Ethnicity White

Income \$75K - \$100K



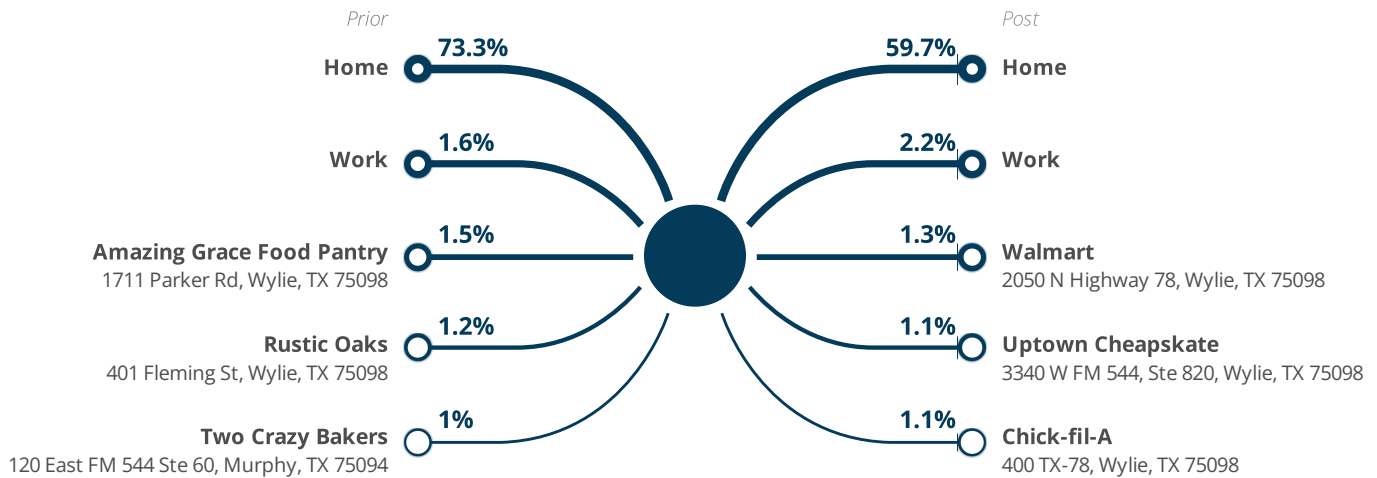
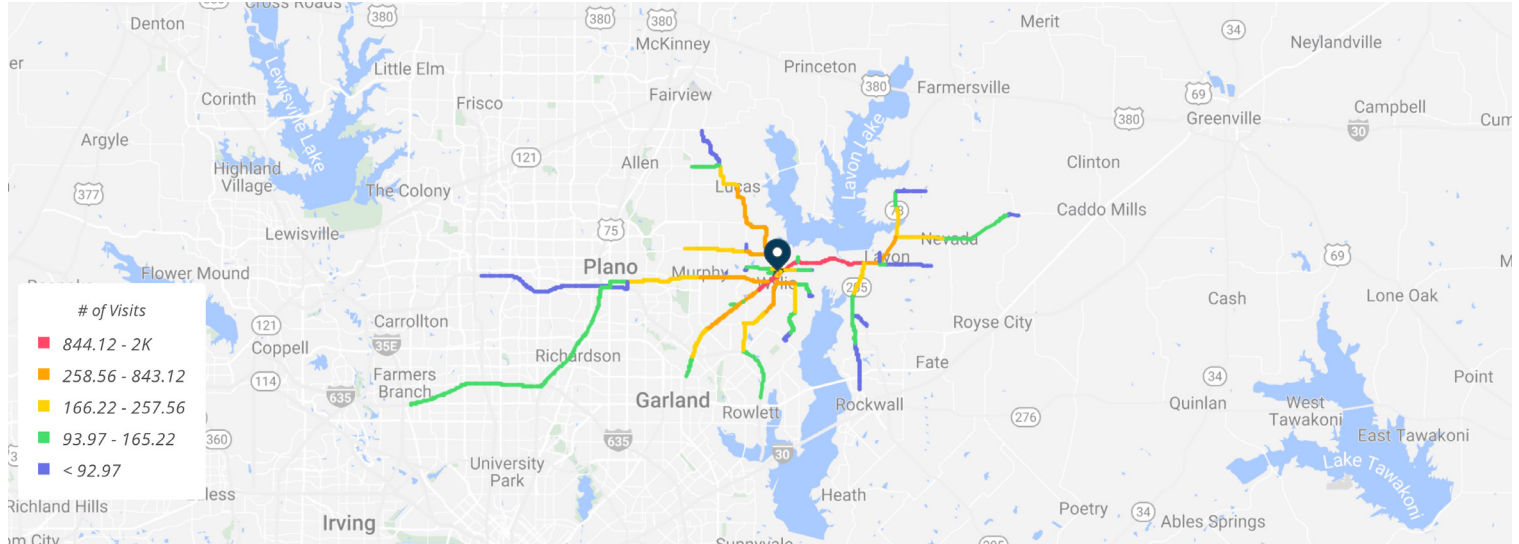


# BBQ on Ballard • Mobile Data Analysis

06/15/2022 Item DS4.

Wylie, Texas • May 14, 2022

## Customer Journey



## Favorite Places

|   |   |         |              |
|---|---|---------|--------------|
| 1 | <b>Olde City Park</b><br>N Ballard Ave      | 0.17 mi | 1.1K (21.8%) |
| 2 | <b>First Baptist Wylie</b><br>Wylie         | 0.08 mi | 717 (14.5%)  |
| 3 | <b>Ballard Street Cafe</b><br>N Ballard Ave | 0.04 mi | 714 (14.4%)  |
| 4 | <b>Taste of Home</b><br>N Ballard Ave       | 0.09 mi | 475 (9.6%)   |
| 5 | <b>Woodbridge Crossing</b><br>Fm 544        | 3.09 mi | 350 (7.1%)   |

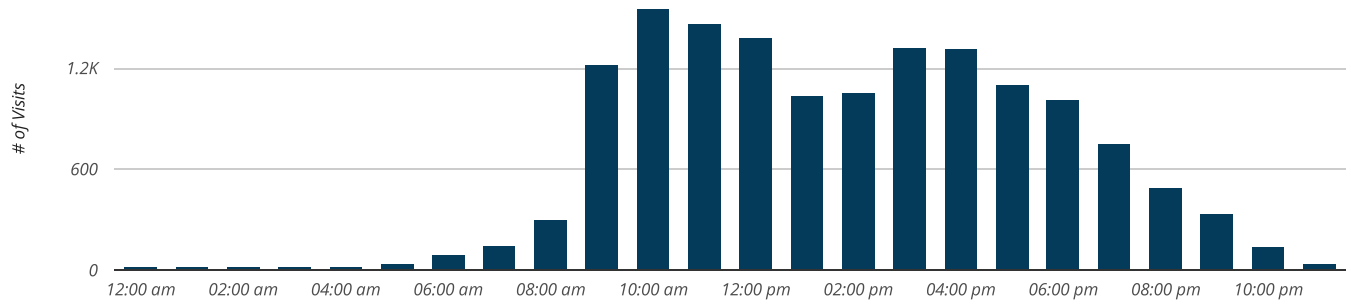


# BBQ on Ballard • Mobile Data Analysis

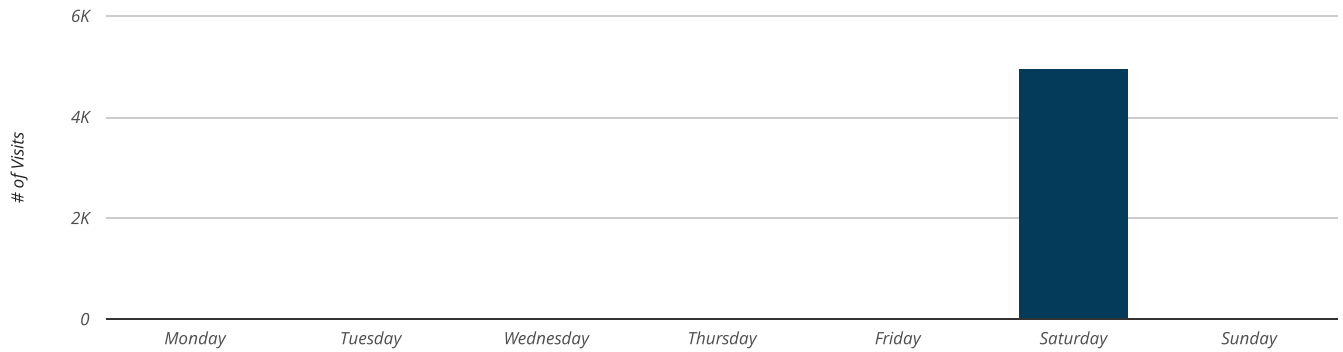
Wylie, Texas • May 14, 2022

06/15/2022 Item DS4.

## Hourly Visits



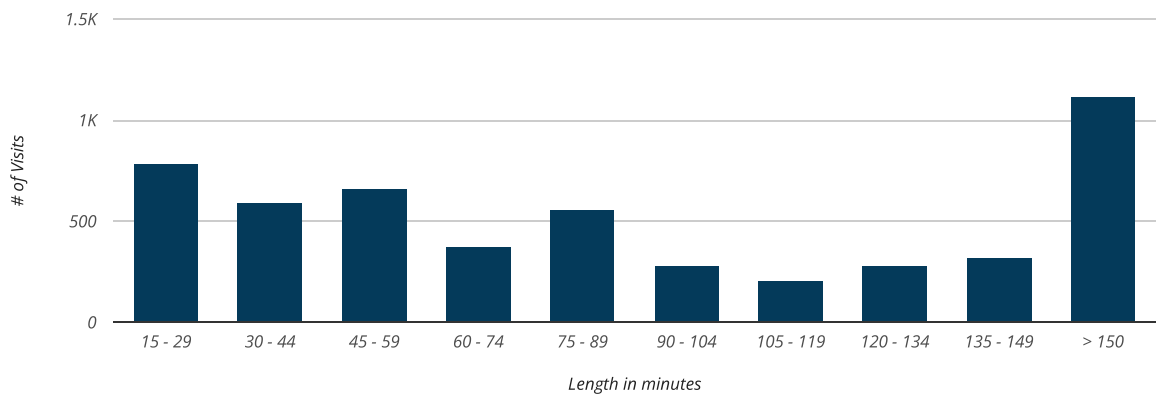
## Daily Visits



## Length of Stay

Average Stay

107 Min



# BBQ on Ballard • Mobile Data Analysis

Wylie, Texas • May 14, 2022

06/15/2022 Item DS4.

## Top Zip Codes

| CITY          | STATE | ZIP CODE | % OF CUSTOMERS |
|---------------|-------|----------|----------------|
| Wylie         | TX    | 75098    | 35.40          |
| Sachse        | TX    | 75048    | 7.18           |
| Nevada        | TX    | 75173    | 5.71           |
| Lavon         | TX    | 75166    | 5.04           |
| Garland       | TX    | 75040    | 3.13           |
| Allen         | TX    | 75002    | 3.05           |
| Plano         | TX    | 75094    | 2.54           |
| Farmersville  | TX    | 75442    | 1.98           |
| Garland       | TX    | 75044    | 1.96           |
| Rowlett       | TX    | 75089    | 1.80           |
| Garland       | TX    | 75043    | 1.77           |
| Rockwall      | TX    | 75087    | 1.69           |
| Richardson    | TX    | 75081    | 1.57           |
| Lancaster     | TX    | 75146    | 1.49           |
| Plano         | TX    | 75075    | 1.39           |
| Royse City    | TX    | 75189    | 1.33           |
| Texarkana     | TX    | 75501    | 1.23           |
| San Jose      | CA    | 95132    | 1.13           |
| Fayetteville  | AR    | 72701    | 0.89           |
| Bella Vista   | AR    | 72715    | 0.83           |
| Pittsburg     | TX    | 75686    | 0.81           |
| Caddo Mills   | TX    | 75135    | 0.79           |
| Garland       | TX    | 75041    | 0.79           |
| Princeton     | TX    | 75407    | 0.77           |
| McKinney      | TX    | 75070    | 0.75           |
| Fort Worth    | TX    | 76116    | 0.73           |
| Grand Prairie | TX    | 75050    | 0.71           |
| Grand Prairie | TX    | 75052    | 0.69           |
| Richardson    | TX    | 75080    | 0.69           |

| CITY          | STATE | ZIP CODE | % OF CUSTOMERS |
|---------------|-------|----------|----------------|
| Rockwall      | TX    | 75032    | 0.67           |
| Fayetteville  | GA    | 30214    | 0.63           |
| Forney        | TX    | 75126    | 0.63           |
| San Antonio   | TX    | 78247    | 0.63           |
| Marshall      | TX    | 75672    | 0.61           |
| Plano         | TX    | 75025    | 0.58           |
| Santa Clarita | CA    | 91350    | 0.58           |
| Richardson    | TX    | 75082    | 0.56           |
| Parsons       | KS    | 67357    | 0.50           |
| McKinney      | TX    | 75069    | 0.48           |
| Eagle Pass    | TX    | 78852    | 0.46           |
| Rowlett       | TX    | 75088    | 0.46           |
| Blue Ridge    | TX    | 75424    | 0.42           |
| Midland       | TX    | 79705    | 0.40           |
| Terrell       | TX    | 75160    | 0.38           |
| The Colony    | TX    | 75056    | 0.36           |
| Belton        | TX    | 76513    | 0.36           |
| Tallahassee   | FL    | 32304    | 0.36           |
| Cooper        | TX    | 75432    | 0.34           |
| Loganville    | GA    | 30052    | 0.32           |
| Brandon       | MS    | 39042    | 0.30           |
| McKinney      | TX    | 75071    | 0.30           |
| Quinlan       | TX    | 75474    | 0.28           |
| Stephenville  | TX    | 76401    | 0.28           |
| Haughton      | LA    | 71037    | 0.28           |
| Frisco        | TX    | 75034    | 0.26           |
| Stephenville  | TX    | 76402    | 0.26           |
| Van Alstyne   | TX    | 75495    | 0.20           |
| Anna          | TX    | 75409    | 0.20           |

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The**Retail**Coach.®

# Summer Kick-Off Mobile Data Survey

WYLIE, TEXAS

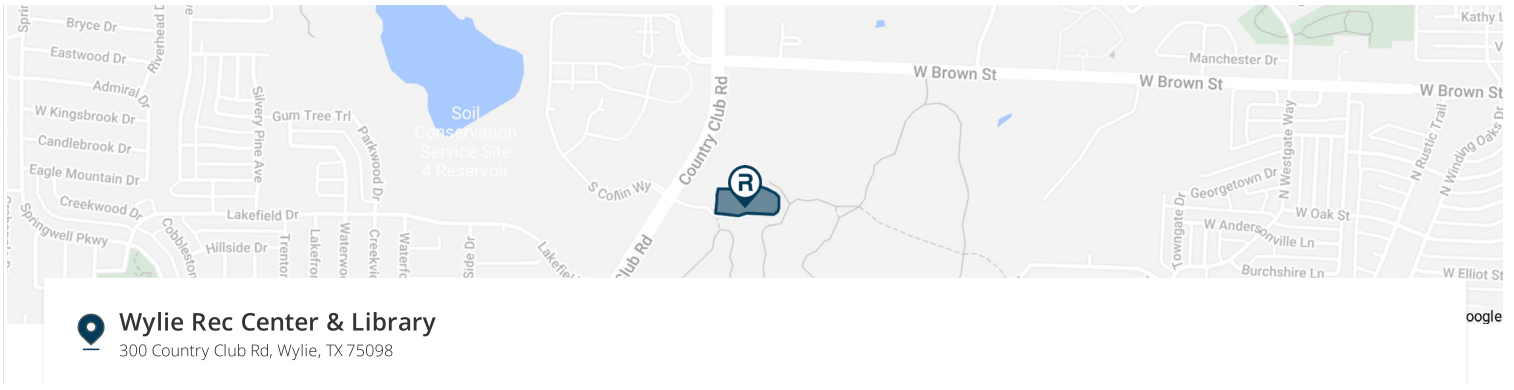
## WYLIE EDC

Prepared for Wylie Economic Development Corporation  
June 3, 2022

# Summer Kick-Off • Mobile Data Analysis

06/15/2022 Item DS4.

Wylie, Texas • June 3, 2022



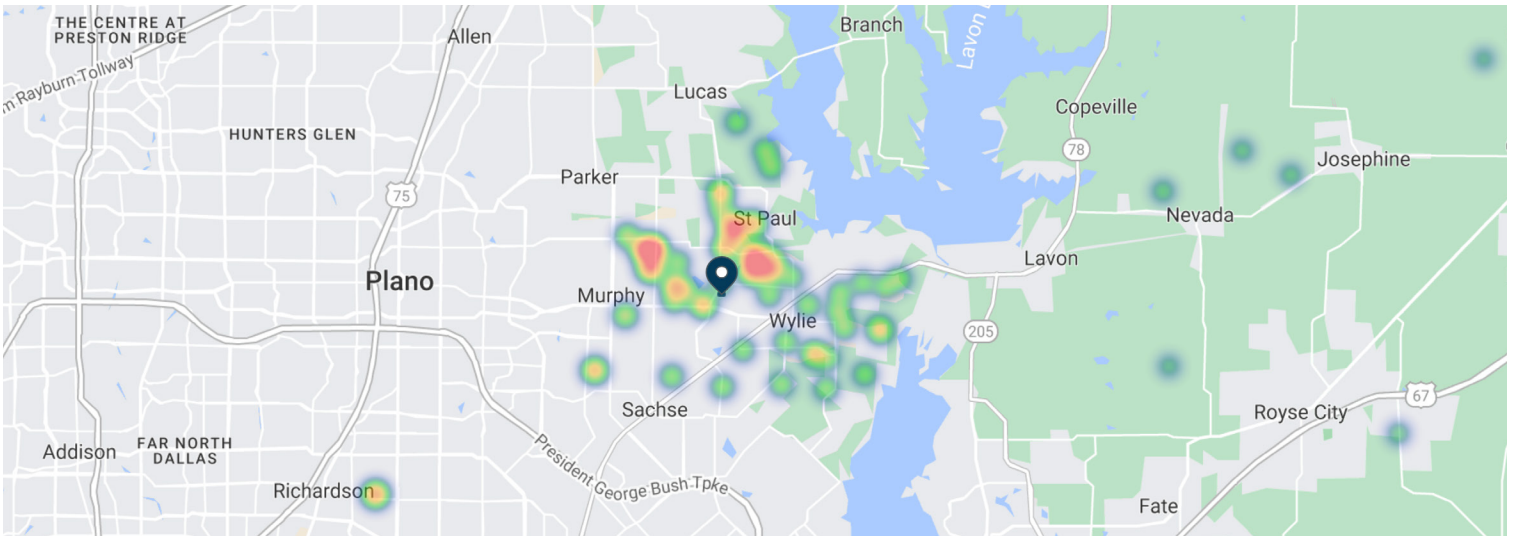
## Metrics

Est. # of Visits

**Summer Kick-Off**

**1.2K**

## Trade Area - Home Locations



## Typical Customer Persona

Wylie Rec Center & Library



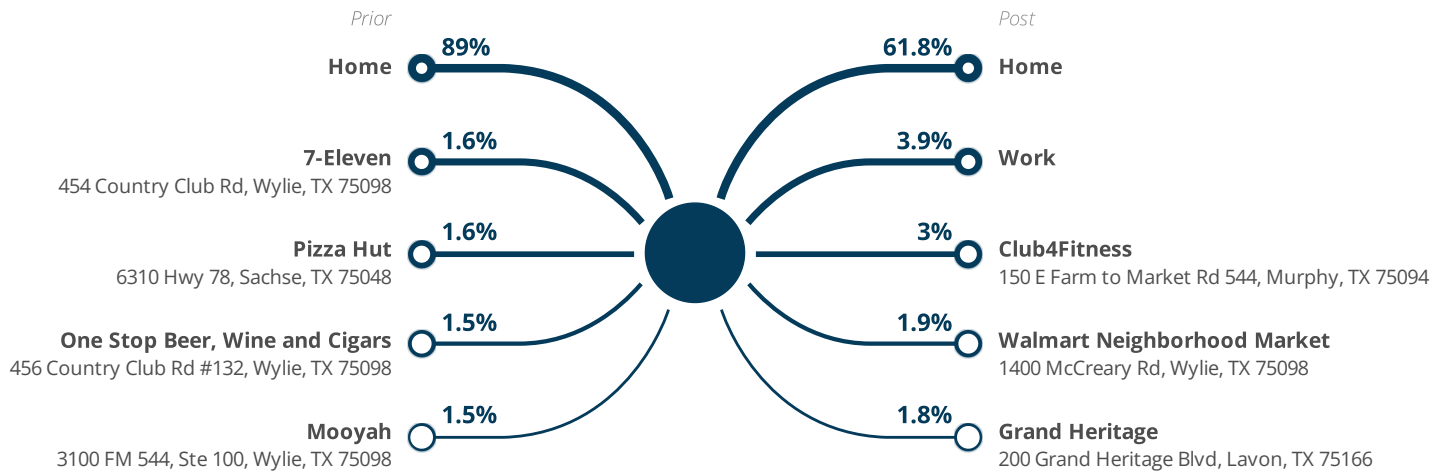
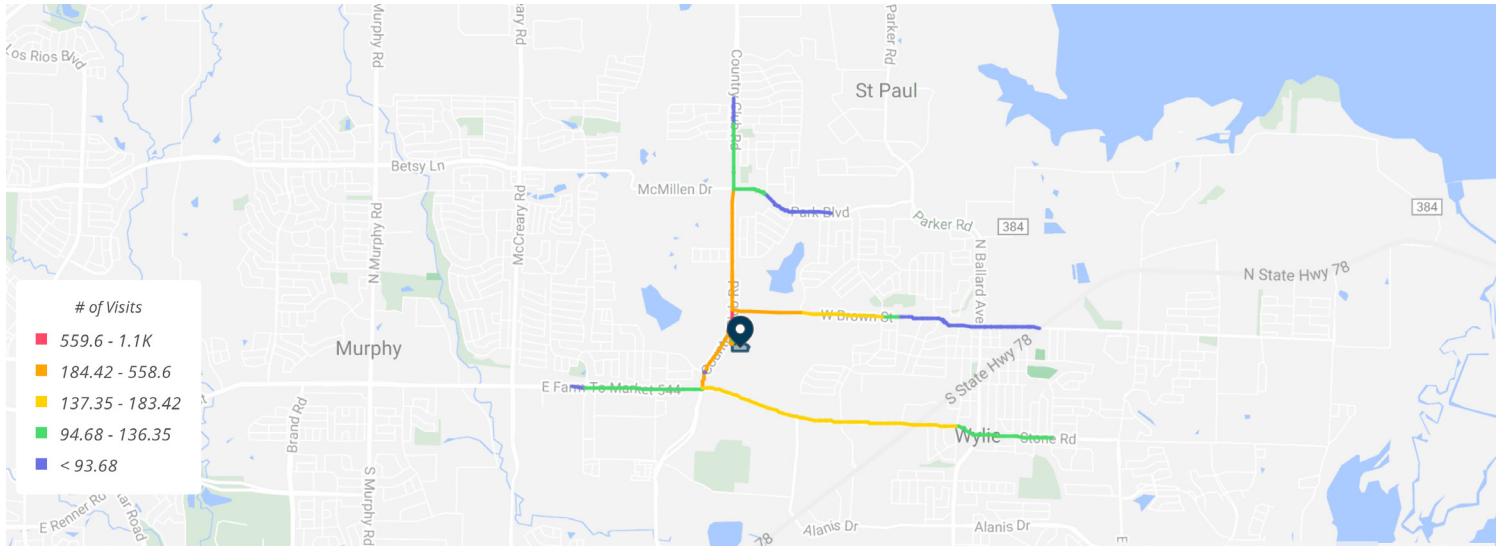
Ethnicity White

Income \$100K - \$125K



Wylie, Texas • June 3, 2022

## Customer Journey

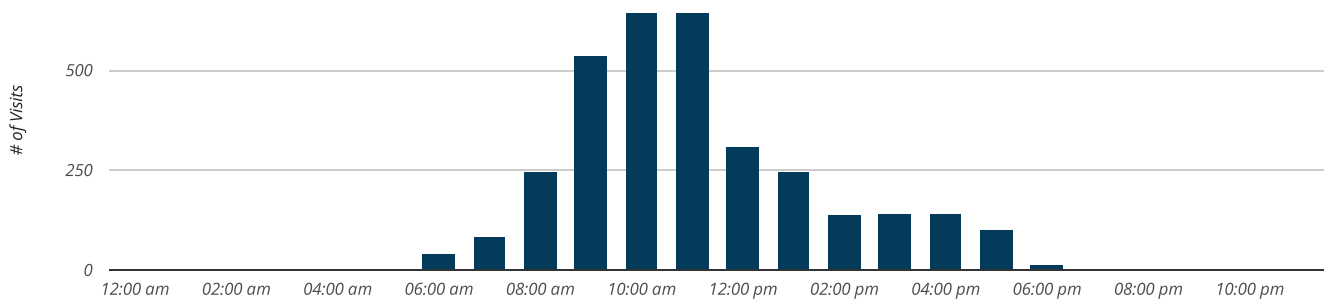


## Favorite Places

|   |   |         |             |
|---|---|---------|-------------|
| 1 | <b>Woodbridge Crossing</b><br>Fm 544          | 1.4 mi  | 179 (14.6%) |
| 2 | <b>Wylie High School</b><br>W Fm 544          | 0.52 mi | 137 (11.2%) |
| 3 | <b>Murphy Crossing</b><br>120-280 East Fm 544 | 2.5 mi  | 109 (8.9%)  |
| 4 | <b>Target</b><br>W FM 544                     | 1.57 mi | 85 (7%)     |
| 5 | <b>Walmart</b><br>Woodbridge Pkwy             | 1.67 mi | 71 (5.8%)   |

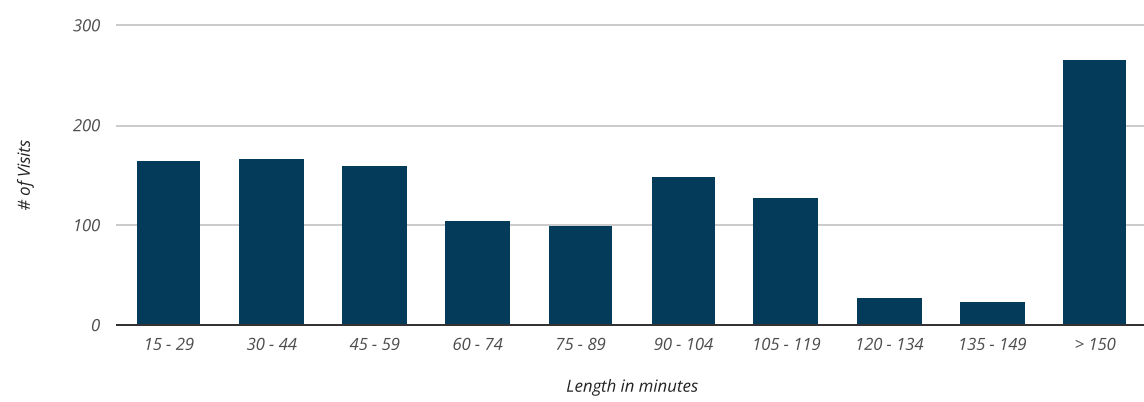


## Hourly Visits



## Length of Stay

Average Stay  
**95 Min**



## Top Zip Codes

| CITY         | STATE | ZIP CODE | % OF CUSTOMERS |
|--------------|-------|----------|----------------|
| Wylie        | TX    | 75098    | 61.32          |
| Plano        | TX    | 75094    | 14.96          |
| Antioch      | CA    | 94531    | 3.52           |
| Richardson   | TX    | 75081    | 3.11           |
| Fayetteville | NC    | 28311    | 2.70           |
| Nevada       | TX    | 75173    | 2.53           |
| Dallas       | TX    | 75234    | 2.53           |
| Richardson   | TX    | 75082    | 2.45           |
| Sachse       | TX    | 75048    | 2.37           |
| Royse City   | TX    | 75189    | 1.47           |
| Phenix City  | AL    | 36870    | 1.31           |
| Frisco       | TX    | 75035    | 1.14           |
| Caddo Mills  | TX    | 75135    | 0.65           |

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