# **Wylie Economic Development Corporation Board Regular Meeting**



July 21, 2021 – 8:30 AM Council Conference Room - 300 Country Club Road, Building #100, Wylie, Texas 75098

# **CALL TO ORDER**

# INVOCATION & PLEDGE OF ALLEGIANCE

### COMMENTS ON NON-AGENDA ITEMS

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

# **CONSENT AGENDA**

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

- A. Consider and act upon approval of Minutes from the June 16, 2021 Regular Meeting, June 21, 2021 Special Called Meeting, and July 8, 2021 Special Called Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the June 2021 WEDC Treasurer's Report.

# REGULAR AGENDA

- 1. Consider and act upon issues surrounding the Election of Officers for the WEDC Board of Directors for 2021-2022.
- 2. Consider and act upon the establishment of a Regular Meeting Date and Time for the WEDC Board of Directors for 2021-2022.
- 3. Consider and act upon a Purchase and Sale Agreement between the WEDC and Victory Group, LLC.
- 4. Consider and act upon the approval of the FY 2021-2022 WEDC Budget.

# **DISCUSSION ITEMS**

- DS1. Discuss issues surrounding WEDC loans.
- DS2. Discussion regarding a WEDC Board Tour, Retreat, or Work Session.
- DS3. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Retail Coach Update, Upcoming Events, New Board Member Handbook, 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 FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Alanis, State Hwy 78 and Birmingham, State Hwy 78 and 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, 2018-9b, 2020-11b, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, 2021-5a, 2021-6a, 2021-6b, and 2021-6c.

# 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 July 16, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary	Date Notice Removed

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

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

# Texas Government Code Section:

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

# **Minutes**

# Wylie Economic Development Corporation Board of Directors Meeting

June 16, 2021 – 8:30 A.M. 300 Country Club Road, Building #100 Wylie, TX 75098

# CALL TO ORDER

Announce the presence of a Quorum

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

Ex-Officio Members Mayor Matthew Porter and City Manager Chris Holsted were present.

WEDC staff present included Executive Director Jason Greiner and Senior Assistant Rachael Hermes.

# INVOCATION & PLEDGE OF ALLEGIANCE

Board Member John Yeager gave the invocation and led the Pledge of Allegiance.

# **COMMENTS ON NON-AGENDA ITEMS**

Marvin Fuller was present to address the Board regarding the tenure of John Yeager and wished to thank him for his many years of service to the community and WEDC.

# **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 the May 19, 2021 Minutes of the WEDC Board of Directors Meeting.
- B. Consider and act upon approval of the May 2021 WEDC Treasurer's Report.

# **Board Action**

A motion was made by John Yeager, seconded by Gino Mulliqi, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 5-0.

# **REGULAR AGENDA**

1. Consider and act upon a recommendation for appointment to the Comprehensive Plan Advisory Committee.

# **Staff Comments**

Staff discussed the recent creation of the Comprehensive Plan Advisory Committee at the June 8<sup>th</sup> City Council Meeting. Mayor Porter discussed the intent of receiving input from representatives from six organizations as well as citizens directly appointed by Council to discuss overall land use for the City of Wylie. Mayor Porter discussed the time commitment necessary to fulfill the appointment. Staff expressed openness to serve on the CPAC if the Board was unable to make the time commitment.

# **Board Action**

A motion was made by Gino Mulliqi, seconded by John Yeager, to recommend Jason Greiner to the Comprehensive Plan Advisory Committee. A vote was taken, and the motion passed 5-0.

# **DISCUSSION ITEMS**

# DS1. Discuss issues surrounding lease of Wylie EDC office space.

Staff discussed the lease of WEDC office space at 250 S. Hwy 78. Since the original 5-year lease, the WEDC Board chose to renew the lease for an additional 5-year term in February of 2016 and then opted to extend the lease for an additional 12-month term on January 20, 2021. Staff has contacted Mr. Baron Cook, who was present at the meeting, to extend the lease option for the additional 12-month term through January 2022. Staff discussed the need to determine any future terms of the lease as WEDC considers the FY 2021-2022 Budget Process. The Board discussed long-term planning and the option to lease space within future developments, co-locate with the Chamber of Commerce, or office in City Hall. The Board discussed a need for signage at the current WEDC office location. Mr. Cook stated that there is currently an available site for a monument sign, but he understood that the previous Executive Director did not see a need for signage at the location. Staff noted that potential development immediately adjacent to the office might cause the existing access drive to move. The development would also need to be finalized before a determination of the exact sign location can be made. The Board inquired about the availability of office space at City Hall. City Manager Holsted stated that space could be available at the Board's direction. The Board referred to Staff for their opinion. Staff discussed the importance of being part of the central business district and recruiting Class A office space into the market. Staff discussed the Board's previous discussions regarding the importance of autonomy between the city and WEDC and noted the potential for co-location with the Chamber of Commerce. Board Member Yeager discussed the value of separation from the city and visibility in the community. Mayor Porter discussed the long-term goal of locating in Class A office space or centrally locating near downtown Wylie. Board Member Mulliqi recommended renewing for 12-24 months to allow for time to consider future developments. The Board discussed varying opinions regarding the issue of signage at the current location and Mr. Cook was agreeable to considering the option of splitting the cost of a monument sign with a longer-term lease. The Board agreed with the preference to extend the lease for an additional 24 months, through January 2024, and evaluate options for signage after securing the lease.

# DS2. Discuss issues surrounding Wylie EDC loans.

Staff presented current loans held by WEDC and noted the need to review the loans and debt as we enter the budgeting process for FY21-22. Various scenarios were presented to the Board to provide insight into the variety of annual payment options, interest rates, and terms and the impact of those figures on current and future budgeting. Staff discussed options for refinancing current debt and borrowing additional funds for future projects. Staff noted discussions with American National Bank and Government Capital. President Dawkins recommended revising loan requests to reflect monthly payment options at a fixed rate. The Board requested that staff provide additional information at the next meeting to have 'like for like' comparisons.

# DS3. Discuss issues surrounding the FY 2021-2022 Wylie EDC Budget.

President Dawkins noted that this Item would be tabled until after Executive Session.

# DS4. Staff report: WEDC Property Update, Downtown Parking, WEDC Office/Insurance Claim, Engineering Report, Upcoming Events, New Board Member Handbook, and WEDC Activities/Programs.

Staff noted that sales tax revenue allocations were up 38.43% for May and 21.4% for June.

Scheduling for demolition on E. Brown Street will take place soon after current tenant vacates, and additional demolition will be budgeted for the next budget year. Staff noted issues surrounding mowing on WEDC-owned properties and throughout the city due to the frequent rain.

Construction is complete from the recent flooding at the Wylie EDC offices. Quotes for furniture replacement have been received.

The KCS permit application for construction of the waterline extension on FM 544 is pending review and staff is hopeful that construction can begin within the next month. Cost estimates have been updated for pending FM 544 real estate transactions and details are being finalized on the Brown & 78 median improvements.

Manufacturing Day and Small Business Week activities in the month of May were successful and a Press Release will be added to the website to highlight Economic Development Week. Staff noted the current Marketing Calendar and highlighted upcoming events and activities. Staff noted the need for a Special Called WEDC Board Meeting in the first week of July to discuss the FY21-22 Budget.

President Dawkins expressed his gratitude and appreciation to John Yeager for his service to the WEDC Board. Board Member Yeager reflected on his time on the Board and noted some of the projects that he was grateful to have worked on during his tenure with WEDC as well as his optimism for the future of the WEDC. Fellow Board Members expressed their appreciation to Mr. Yeager for his commitment to the community.

# **EXECUTIVE SESSION**

Recessed into Closed Session at 9:41 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Alanis, State Hwy 78 & Ballard, State Hwy 78 and Birmingham, State Hwy 78 and 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, 2018-9b, 2020-11b, 2021-2a, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, and 2021-5a.

# RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

President Demond Dawkins reconvened into Open Session at 10:43 a.m. and moved back to DS3.

# **DISCUSSION ITEMS**

DS3. Discuss issues surrounding the FY 2021-2022 WEDC Budget.

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> Staff continued the discussion from the last WEDC Board Meeting related to the FY 21-22 Budget while noting the figures from the updated May 2021 Monthly Financial Report, as these figures can be used to provide the most up-to-date estimates of the beginning fund balance for FY 21-22. Staff highlighted the projected ending revenue balance of \$3.157 MM. The projected expenses for the remainder of the FY were reviewed, as well as sales tax projections, resulting in a projected beginning fund balance of \$1.255 MM for FY 21-22. Sale of property and real estate transactions that are pending will affect the final figures and staff projects anticipated revenues for next year at \$7.3MM. Personnel Services anticipates a 2% salary increase for existing employees and the addition of an Admin 1 position. Operating Expenses saw no noticeable increase apart from a slight increase in insurance costs and Incentives came in just under the current amount due to the completion of a couple of current agreements. Staff projected an increase to Special Services expenses due to clearing/mowing costs associated with the NTMWD water line relocation and staff hopes to have updated cost estimates soon. Demolition expenses for Kirby were noted. Advertising expenses were highlighted, with efforts being made to increase the social media presence in the next FY. Community Development saw a slight increase to fund a VIP Industry Dinner and Travel, Training & Recruitment expenses reflect one additional ICSC Conference taking place in December. Dues & Subscriptions saw a slight increase to fund additional tools that will be available to the public related to online training programs and GIS property search tools. Debt Service figures were reviewed, with debt refinancing and the increased loan amount of \$8MM at 4% being calculated for the next fiscal year. Principal reduction was also plugged into the equation, with staff being mindful that these figures will be dependent upon the Board's direction related to the loans. No funds were budgeted for Land Purchase into the next fiscal year. Infrastructure Projects were reviewed, with staff anticipating additional cost estimates at the next Board Meeting. With no major changes, staff anticipates an ending fund balance of \$1.8MM for FY 21-22. Board Member Yeager noted that he would like to see local banks included in the process of refinancing if they would like to offer their services and President Dawkins expressed his agreement.

# There were no Items requested for inclusion on future agendas. ADJOURNMENT With no further business, President Dawkins adjourned the WEDC Board meeting at 10:59 a.m. Demond Dawkins, President ATTEST: Jason Greiner, Executive Director

# **Minutes**

# Wylie Economic Development Corporation Special Called Board of Directors Meeting

June 21, 2021 – 8:30 A.M. 300 Country Club Road, Building #100 Wylie, TX 75098

### CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the regular meeting to order at 8:30 a.m. Board Members present were John Yeager, Melisa Whitehead, Gino Mulliqi, and Tim Gilchrist.

Ex-Officio Members Mayor Matthew Porter and City Manager Chris Holsted were present.

WEDC staff present included Executive Director Jason Greiner and Senior Assistant Rachael Hermes.

# INVOCATION & PLEDGE OF ALLEGIANCE

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

# **COMMENTS ON NON-AGENDA ITEMS**

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

# EXECUTIVE SESSION

Recessed into Closed Session at 8:31 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, State Hwy 78 & Ballard, State Hwy 78 and Birmingham, State Hwy 78 and Brown.

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2020-11b, 2021-4b, 2021-4c, and 2021-5a.

# RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

President Demond Dawkins reconvened into Open Session at 9:22 a.m. and took no action.

# **FUTURE AGENDA ITEMS**

There were no Items requested for inclusion on future agendas.

# **ADJOURNMENT**

With no further business, President Dawkins adjourned the WEDC Board meeting at 9:23 a.m.

	Demond Dawkins, President
ATTEST:	
Jason Greiner, Executive Director	

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# **Minutes**

# Wylie Economic Development Corporation Board of Directors Special Called Meeting

July 8, 2021 – 8:30 A.M. 300 Country Club Road, Building #100 Wylie, TX 75098

### **CALL TO ORDER**

Announce the presence of a Quorum

President Demond Dawkins called the regular meeting to order at 8:43 a.m. Board Members present were Melisa Whitehead and Blake Brininstool. Board Member Tim Gilchrist was present for observation purposes only via teleconference.

Ex-Officio Member Mayor Matthew Porter and Assistant City Managers Renae' Ollie and Brent Parker were present.

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

Chief Executive Officer Stewart Shirey and Senior Vice President Kevin Lerner of Government Capital Corporation attended to provide information to the Board.

# 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 Discussion Items.

# **DISCUSSION ITEMS**

# DS1. Discuss issues surrounding Wylie EDC loans.

Staff provided an overview of the continuing loan discussion involving the option to refinance current debt and borrow additional funds, as well as the impact of debt service on budget projections moving forward. Following direction at the previous Board Meeting, staff is in the process of obtaining additional information from local banks and Government Capital. Stewart Shirey and Kevin Lerner of Government Capital were present to discuss their role in public sector financing as well as options specifically available to WEDC. Staff noted that a loan scenario of \$8MM at a fixed rate for 10 years would be taken to local banks for their review and consideration. Staff discussed the responsibility to provide additional options should the Board be in favor of extending the terms of a loan beyond a 10-year term. Mayor Porter inquired about anticipated debt service, capital projects, and rising construction costs. Staff noted that a longer-term would allow the opportunity to further invest in capital projects and provide flexibility should the Board opt to fund additional projects or apply principal reduction throughout the term of the loan. Further information was requested for the purposes of 'like for like' comparisons.

# DS2. Discuss issues surrounding the FY 2021-2022 Wylie EDC Budget.

President Dawkins noted that this Item would be tabled and discussed after Executive Session. However, due to time constraints, this Item was not discussed and will be brought back at a future WEDC Meeting.

### **EXECUTIVE SESSION**

WEDC – Minutes July 8, 2021 Page 2 of 2

The Board agreed to allow Board Member Tim Gilchrist to remain connected via teleconference for observation purposes only during Executive Session.

Recessed into Closed Session at 9:33 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

- Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
- ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Ballard, State Hwy 78 and Birmingham, State Hwy 78 and Brown.
- Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.
- ES2. Evaluation of WEDC Staff.

Section 551.074 was not discussed during this meeting and will be completed at a future meeting.

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

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, 2018-9b, 2020-11b, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, 2021-5a, and 2021-6a.

### RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

President Demond Dawkins reconvened into Open Session at 9:48 a.m. and the Board took the following action:

# **Board Action**

**Jason Greiner, Executive Director** 

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to authorize the purchase of a 0.076-acre lot located at 103 S Ballard Avenue in the amount of \$326,000 and pay all closing costs, further authorizing the WEDC Board President to execute all documentation necessary to effectuate the transaction. A vote was taken, and the motion passed 3-0.

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FUTURE AGENDA ITEMS
There were no Items requested for inclusion on future agendas.
ADJOURNMENT
With no further business, President Dawkins adjourned the WEDC Board meeting at 9:49 a.m.
Demond Dawkins, President  ATTEST:



# Wylie Economic Development Board

# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	В												
Department:	WEDC		(Staff Use Only)												
Prepared By:	Jason Greiner	Account Code:													
Date Prepared:	7/19/21	Exhibits:	5												
<b>24.0</b> 1.0 pa. 2	117.22														
Subject	Subject														
Consider and act upor	n approval of the June 2021 WED	OC Treasurer's Report.													
Recommendation															
	e June 2021 WEDC Treasurer's R	Report.													
Discussion															
year-to-date financial and Expense Report. Performance Agreement REVENUES:	ard's review and approval is the transactions and performance ag, Statement of Net Position, Bent Summary.  Arned in April, allocated in June,	gainst budget. In this regalance Sheet, Sales T	port you will find the Revenue ax Report, and the Quarterly												

# Wylie Economic Development Corporation MONTHLY FINANCIAL REPORT

June 30, 2021

						Julie 30, 202 i	l						
		ANNUAL BUDGET		CURRENT MONTH	PF	RIOR YEAR PO ADJUST.	,	YTD ACTUAL	EN	YTD CUMBRANCE	BU	DGET BALANCE	% OF BUDGET
ACCOUNT DESCRIPTION	F	Y 2020-2021	ı	FY 2020-2021			F	Y 2020-2021					FY 2020-2021
EVENUE SUMMARY													
CLAIM ON CASH / Bal Sheet	\$	1,407,509.00					\$	2,563,972.97					
SALES TAX	\$	2,968,437.00	\$	290,586.92	\$	-	\$	2,124,244.27	\$	-	\$	844,192.73	71.56%
ALLOCATED INTEREST EARNINGS	\$	6,000.00	\$	110.99	\$	-	\$	780.49	\$	-	\$	5,219.51	13.01%
RENTAL INCOME	\$	153,240.00	\$	10,335.00	\$	-	\$	96,545.00	\$	-	\$	56,695.00	63.00%
GAIN/LOSS - SALE OF PROPERTY	\$	164,500.00	\$	-	\$	-	\$	(31,208.00)	\$	-	\$	195,708.00	-18.97%
INSURANCE RECOVERIES	\$	54,545.27	\$		\$		\$	40,614.11	\$	-	\$	13,931.16	74.46%
REVENUES	\$	3,346,722.27	\$	301,032.91	\$		\$	2,230,975.87	\$		\$	1,115,746.40	<u>66.66</u> %
(PENDITURE SUMMARY													
PERSONNEL	\$	336,516.00	\$	23,678.80	\$	-	\$	230,790.75	\$	-	\$	105,725.25	68.58%
OPERATING EXPENSES	\$	111,551.27	\$	4,840.16	\$	-	\$	39,276.51	\$	418.57	\$	71,856.19	35.58%
INCENTIVES	\$	1,130,310.00	\$	-	\$	-	\$	567,131.55	\$	17,433.00	\$	545,745.45	51.72%
SPECIAL SERVICES	\$	112,678.00	\$	1,327.89	\$	-	\$	71,156.37	\$	2,062.87	\$	39,458.76	64.98%
ADVERTISING	\$	114,100.00	\$	5,647.87	\$	-	\$	34,470.62	\$	-	\$	79,629.38	30.21%
COMMUNITY DEVELOPMENT	\$	44,550.00	\$	4,651.50	\$	-	\$	14,568.09	\$	-	\$	29,981.91	32.70%
TRAVEL & TRAINING	\$	62,600.00	\$	2,256.80	\$	-	\$	10,249.53	\$	-	\$	52,350.47	16.37%
DUES & SUBSCRIPTIONS	\$	30,018.00	\$	3,562.51	\$	-	\$	25,028.32	\$	748.00	\$	4,241.68	85.87%
AUDIT & LEGAL	\$	33,000.00	\$	1,677.00	\$	-	\$	10,083.50	\$	-	\$	22,916.50	30.56%
ENGINEERING & ARCHITECTURAL	\$	87,500.00	\$	3,613.85	\$	-	\$	43,311.63	\$	-	\$	44,188.37	49.50%
DEBT SERVICE	\$	541,878.00	\$	37,466.00	\$	-	\$	432,184.51	\$	-	\$	109,693.49	79.76%
LAND	\$	78,540.00	\$	-	\$	-	\$	78,540.00	\$	-	\$	-	100.00%
INFRASTRUCTURE PROJECTS	\$	1,888,680.00		-	\$	-	\$	189,180.00	\$	-	\$	1,699,500.00	10.02%
FURNITURE & FIXTURES	\$	2,500.00	\$	-	\$	-	\$	797.00		-	\$	1,703.00	31.88%
CONTRA CAPITAL	\$		\$		\$		\$	(78,540.00)	\$	-	\$	78,540.00	0.00%
TOTAL EXPENDITURES	\$	4,574,421.27	\$	88,722.38	\$	-	\$	1,668,228.38	\$	20,662.44	\$	2,885,530.45	36.92%
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EV OVER/(UNDER) EXPEN	\$	(1,227,699.00)	\$	212,310.53	\$	-	\$	562,747.49	\$	(20,662.44)	\$	(1,769,784.05)	

A. SLSTX Rev earned in April, allocated in June, was \$290,586.92, an increase of 21.41% over the same period in 2020. Sales Tax received for 7 months of FY due to 2 month accrual to prior FY.

Updated Sales Tax projections for this FY: \$3,715,653

B. Operating Expenses include Supplies, Maint Materials, Rental, Communication, Insurance and Utilities.

# Wylie Economic Development Corporation Statement of Net Position As of June 30, 2021

Assets			
Cash and cash equivalents	\$	2,776,314.74	
Receivables	\$	60,000.00	Note 1
Inventories	\$	12,106,477.50	
Prepaid Items	\$		
Total Assets	\$	14,942,792.24	
Deferred Outflows of Resources			
Pensions	\$	95,608.55	
Total deferred outflows of resources	\$	95,608.55	
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Liabilities  Accounts Payable and other current liabilities	\$	40,469.41	
Unearned Revenue	\$	1,200.00	Note 2
Non current liabilities:	7	1,200.00	Note 2
Due within one year	\$	118,605.05	Note 3
Due in more than one year	\$	5,090,479.60	
Total Liabilities	\$	5,250,754.06	
Deferred Inflows of Resources			
Pensions	\$	(47,711.41)	
. 0.1010110	<u> </u>	( . , , , = = , , = ,	
Total deferred inflows of resources	\$	(47,711.41)	
Net Position			
Net investment in capital assets	\$	-	
Unrestricted	\$	9,835,358.14	
Total Net Position	\$	9,835,358.14	

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

Note 2: Deposits from rental property

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

7-14-2021 04:38 PM CITY OF WYLIE
BALANCE SHEET
AS OF: JUNE 30TH, 2021
111-WYLIE ECONOMIC DEVEL CORP PAGE: 1

ACCOUNT# TITLE

ASSETS		
=====		
1000-10110	CLAIM ON CASH AND CASH EQUIV.	2,774,314.74
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	ESCROW	0.00
1000-10180	DEPOSITS	2,000.00
1000-10198	OTHER - MISC CLEARING	0.00
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
1000-12996	LOAN RECEIVABLE	0.00
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - FORGIVEABLE LOANS	60,000.00
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND & BUILDINGS	12,106,477.50
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED OUTFLOWS	536,449.00

15,479,241.24

TOTAL ASSETS 15,479,241.24 \_\_\_\_\_

LIABILITIES \_\_\_\_\_

2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE	35.71
2000-20117	TMRS PAYABLE	1,331.95
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
2000-20130	FLEXIBLE SPENDING ACCOUNT	6,812.34
2000-20131	EDWARD JONES DEFERRED COMP	0.00
2000-20132	EMP CARE FLITE	12.00
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	12.04
2000-20199	MISC PAYROLL PAYABLE	0.00

7-14-2021	04:38 PM	CITY	OF	WYLIE	PAGE:	2
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BALANCE SHEET
AS OF: JUNE 30TH, 2021
111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING	0.00	
2000-20210	ACCOUNTS PAYABLE	32,265.37	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	536,449.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED INFLOW	0.00	
2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00	
2000-22280	DEFERRED INFLOW - LEASE INT	0.00	
2000-22915	RENTAL DEPOSITS	1,200.00	
TOTA	L LIABILITIES		578,118.41
EQUITY		-	
=====			
	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34	

TOTAL BEGINNING EQUITY 14,338,375.34

TOTAL REVENUE 2,230,975.87
TOTAL EXPENSES 1,668,228.38

REVENUE OVER/(UNDER) EXPENSES 562,747.49

TOTAL EQUITY & OVER/(UNDER) 14,901,122.83

\_\_\_\_\_

TOTAL LIABILITIES, EQUITY & OVER/(UNDER)

15,479,241.24

7-14-2021 04:38 PM CITY OF WYLIE PAGE: 1 BALANCE SHEET

AS OF: JUNE 30TH, 2021

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

1000-10312 GOVERNMENT NOTES 0.00 1000-18110 LOAN - WEDC 0.00 1000-18120 LOAN - BIRMINGHAM 0.00 1000-18210 AMOUNT TO BE PROVIDED 0.00 1000-18220 BIRMINGHAM LOAN 0.00 37,997.29 1000-19050 DEF OUTFLOW TMRS CONTRIBUTIONS 1,800.00 1000-19051 DEF OUTFLOW SDBF CONTRIBUTIONS

1000-19075 DEF OUTFLOW - INVESTMENT EXP 0.48 55,810.78 1000-19100 DEF OUTFLOW - ACT EXP/ASSUMP

46,839.41) 1000-19125 (GAIN)/LOSS ON ASSUMPTION CHG( 872.00) 1000-19126 DEF INFLOW SDBF CONTRIBUTIONS (

47,897.14

47,897.14 TOTAL ASSETS

\_\_\_\_\_

LIABILITIES

ASSETS

2000-20310 COMPENSATED ABSENCES PAYABLE 0.00 2000-20311 COMP ABSENCES PAYABLE-CURRENT 20,727.84 2000-21410 ACCRUED INTEREST PAYABLE 8,803.17 2000-28205 WEDC LOANS/CURRENT

89,074.04 2000-28220 BIRMINGHAM LOAN 0.00 2000-28230 INWOOD LOAN 0.00 2000-28232 ANB LOAN/EDGE 0.00

2000-28233 ANB LOAN/PEDDICORD WHITE 2000-28234 ANB LOAN/RANDACK HUGHES 0.00 2000-28235 ANB LOAN 0.00 2000-28236 ANB CONSTRUCTION LOAN 2000-28237 ANB LOAN/ WOODBRIDGE PARKWAY 0.00

0.00 2000-28238 ANB LOAN/BUCHANAN 0.00 2000-28239 ANB LOAN/JONES:HOBART PAYOFF 0.00 2000-28240 HUGHES LOAN

2000-28242 ANB LOAN/HWY 78:5TH ST REDEV 4,067,890.31 640,776.23 2000-28245 ANB LOAN/DALLAS WHIRLPOOL 2000-28247 JARRARD LOAN 174,168.89 2000-28250 CITY OF WYLIE LOAN 0.00

2000-28260 PRIME KUTS LOAN 2000-28270 BOWLAND/ANDERSON LOAN 0.00 2000-28280 CAPITAL ONE CAZAD LOAN 0.00 2000-28290 HOBART/COMMERCE LOAN 0.00

2000-29150 NET PENSION LIABILITY 199,184.17 2000-29151 SDBF LIABILITY 8,460.00

> TOTAL LIABILITIES 5,209,084.65

CITY OF WYLIE 7-14-2021 04:38 PM PAGE: 2 BALANCE SHEET

AS OF: JUNE 30TH, 2021

922-GEN LONG TERM DEBT (WEDC)

TITLE ACCOUNT#

EQUITY

3000-34590 FUND BALANCE-UNRESERV/UNDESIG( 5,317,765.74) 3000-35900 UNRESTRICTED NET POSITION ( 120,264.00)

TOTAL BEGINNING EQUITY (5,438,029.74)

TOTAL REVENUE 0.00 ( 276,842.23) TOTAL EXPENSES

276,842.23 REVENUE OVER/(UNDER) EXPENSES

(5,161,187.51) TOTAL EQUITY & OVER/(UNDER)

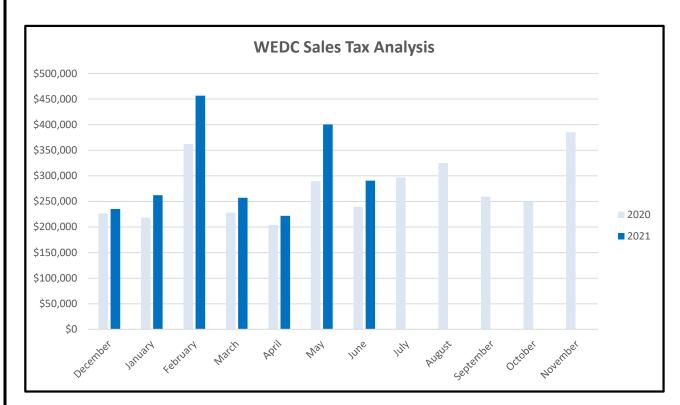
TOTAL LIABILITIES, EQUITY & OVER/(UNDER) 47,897.14

# Wylie Economic Development Corporation SALES TAX REPORT

June 30, 2021

# **BUDGETED YEAR**

MONTH	FY 2018 F		FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21	
DECEMBER	\$ 184,848.59	\$	214,867.15	\$ 226,663.94	\$	235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$	223,749.61	\$ 218,520.22	\$	262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$	307,366.66	\$ 362,129.18	\$	456,571.35	\$ 94,442.17	26.08%
MARCH	\$ 182,852.50	\$	208,222.32	\$ 228,091.34	\$	257,187.91	\$ 29,096.57	12.76%
APRIL	\$ 163,484.89	\$	182,499.53	\$ 203,895.57	\$	221,881.55	\$ 17,985.98	8.82%
MAY	\$ 203,707.17	\$	274,299.18	\$ 289,224.35	\$	400,371.70	\$ 111,147.35	38.43%
JUNE	\$ 199,412.29	\$	234,173.88	\$ 239,340.35	\$	290,586.92	\$ 51,246.57	21.41%
JULY	\$ 213,976.64	\$	215,107.94	\$ 296,954.00				
AUGUST	\$ 249,589.63	\$	283,602.93	\$ 325,104.34				
SEPTEMBER	\$ 213,425.79	\$	243,048.40	\$ 259,257.89				
OCTOBER	\$ 210,701.71	\$	224,875.38	\$ 249,357.02				
NOVEMBER	\$ 273,196.62	\$	308,324.41	\$ 384,953.89			 	
Sub-Total	\$ 2,562,759.35	\$	2,920,137.37	\$ 3,283,492.09	\$	2,124,244.28	\$ 356,379.32	18.77%
Total	\$ 2,562,759.35	\$	2,920,137.37	\$ 3,283,492.09	\$	2,124,244.28	\$ 356,379.32	18.77%



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SIsTx receipts are then accrued back 2 months.

Example: June SIsTx Revenue is actually April SIsTx and is therefore the 7th allocation in FY21.

# Wylie Economic Development Corporation

# PERFORMANCE AGREEMENT REPORT June 30, 2021

	TOTAL INCENTIVE		E	BUD	GETED YEA	R				REMAINING AFTER		REVIOUS FY	TOTAL INCENTIVE	
PERFORMANCE AGREEMENTS	oz.w.r	FY 2021	FY 2022		FY 2023		FY 2024	FY 2025	С	URRENT FY	,	ATMENTO		
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 150,000.00	\$ 150,000.00	\$	41,257.82	\$	-	\$ -	\$	191,257.82	\$	758,742.18	\$ 1,100,000.00	Α
EXCO	\$ 80,000.00	\$ -	\$ -	\$	-	\$	-	\$ -	\$	-	\$	80,000.00	\$ 80,000.00	В
SAF-HOLLAND	\$ 239,792.48	\$ 85,810.58	\$ -	\$	-	\$	-	\$ -	\$	-	\$	153,981.90	\$ 239,792.48	С
SCSD-FINNELL	\$ 175,000.00	\$ 87,500.00	\$ -	\$	-	\$	-	\$ -	\$	-	\$	87,500.00	\$ 175,000.00	
CROSS DEVELOPMENT	\$ 250,000.00	\$ 250,000.00	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 250,000.00	
WYLIE INSURANCE	\$ 27,500.00	\$ 27,500.00	***	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 27,500.00	D
WB REAL ESTATE	\$ 13,149.00	\$ 13,149.00	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 13,149.00	
FIRST MIRACLE	\$ 11,800.00	\$ 11,800.00	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 11,800.00	
CARDINAL STRATEGIES	\$ 106,800.00	\$ 24,933.00	\$ 24,933.00	\$	24,934.00	\$	-	\$ -	\$	49,867.00	\$	32,000.00	\$ 106,800.00	
CBC PROPERTY HOLDINGS	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$	-	\$	-	\$ -	\$	25,000.00	\$	-	\$ 50,000.00	
AVANTI, LLC	\$ 120,000.00	\$ 60,000.00	\$ 30,000.00	\$	30,000.00	\$	-	\$ -	\$	60,000.00	\$	-	\$ 120,000.00	
SAVANNAH WOODBRIDGE	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00	\$	-	\$	-	\$ -	\$	45,000.00	\$	-	\$ 90,000.00	
BALLERS ELITE- THE LAB, LLC	\$ 20,000.00	\$ 20,000.00	\$ -	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 20,000.00	
AMERICAN ENTITLEMENTS	\$ 33,000.00	\$ 11,000.00	\$ 11,000.00	\$	11,000.00	\$	-	\$ -	\$	22,000.00	\$	-	\$ 33,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 60,000.00	\$ 20,000.00	\$	20,000.00	\$	20,000.00	\$ -	\$	60,000.00	\$	-	\$ 120,000.00	
GDA INVESTMENTS	\$ 30,500.00	\$ -	\$ 20,000.00	\$	10,500.00	\$	-	\$ -	\$	30,500.00	\$	-	\$ 30,500.00	
LUV-ROS	\$ 10,000.00	\$ -	\$ 5,000.00	\$	5,000.00	\$	-	\$ -	\$	10,000.00	\$	-	\$ 10,000.00	E
	\$ 2,761,044.61	\$ 871,692.58	\$ 330,933.00	\$	142,691.82	\$	20,000.00	\$ 	\$	493,624.82	\$	1,395,727.21	\$ 2,761,044.61	

Deferred Out Flow \$ 536,449.00

A. SLSTX Reimbursement Qrtly Pmnts

B. Performance Agreeement and Forgiveable Land Grant. Paid remaining \$70,000 in early 2021.

C. Performance Agreeement and Partial Tax Reimbursement. \$45,000 for Job Creation & 50% Reimb. of App Val. above the Baseline of \$14,375,324

D. Performance Agreeement Obligations were met in FY21, so the FY22 payment was pulled forward.

E. Performance Agreeement (\$10,000) and Forgiveable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2021, 2022, & 2023.



# Wylie Economic Development Board

# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	1
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	6/25/21	Exhibits:	1
Subject			
Subject			
-	issues surrounding the Election	of Officers for the WE	EDC Board of Directors for 2021-
2022.			
Recommendation			
Staff recommends tha	t the WEDC Board of Directors	elect officers for the up	ocoming year.
		•	
Discussion			
The Wylie City Coun	cil recently reappointed Mr. Der	nond Dawkins and ap	pointed Mr. Blake Brininstool to
three-year terms as Mo	embers of the Wylie Economic De	evelopment Corporation	pointed Mr. Blake Brininstool to on Board of Directors. Both Board
three-year terms as Mo	• • •	evelopment Corporation	•
three-year terms as Me Members have been s	embers of the Wylie Economic Doworn in by the City Secretary's o	evelopment Corporation ffice.	on Board of Directors. Both Board
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers	embers of the Wylie Economic Doworn in by the City Secretary's on the following the selection of Was for the upcoming year. Provide	evelopment Corporation ffice.  EDC Board Members of for your review is Section 1.	by the Wylie City Council, the Section V- Officers of the WEDC
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers	embers of the Wylie Economic Deworn in by the City Secretary's on the following the selection of W	evelopment Corporation ffice.  EDC Board Members of for your review is Section 1.	by the Wylie City Council, the Section V- Officers of the WEDC
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr	embers of the Wylie Economic Doworn in by the City Secretary's on the following the selection of Was for the upcoming year. Provide	evelopment Corporation ffice.  EDC Board Members of for your review is Section 1.	by the Wylie City Council, the Section V- Officers of the WEDC
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pro The 2020-2021 WED	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provide rovides for the selection of officer C Board Officers were:	evelopment Corporation ffice.  EDC Board Members and for your review is Section is and the duties of the	by the Wylie City Council, the Section V- Officers of the WEDC same.
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl	embers of the Wylie Economic Deworn in by the City Secretary's on the following the selection of Was for the upcoming year. Provides to the selection of offices. C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the	by the Wylie City Council, the Section V- Officers of the WEDC same.
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl John Yeager	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provide rovides for the selection of officer C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the first with th	by the Wylie City Council, the Section V- Officers of the WEDC same. President e President
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl John Yeager Melisa Whitel Gino Mulliqi.	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provides to the selection of offices.  C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the work.  Vic	by the Wylie City Council, the Section V- Officers of the WEDC same. President e President Secretary Treasurer
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl John Yeager Melisa Whitel Gino Mulliqi.	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provides rovides for the selection of offices.  C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the work.  Vic	by the Wylie City Council, the Section V- Officers of the WEDC same. President e President Secretary Treasurer
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl John Yeager Melisa Whitel Gino Mulliqi.	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provides to the selection of offices.  C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the work.  Vic	by the Wylie City Council, the Section V- Officers of the WEDC same. President e President Secretary Treasurer
three-year terms as Mo Members have been s On an annual basis a WEDC elects officers Bylaws. Section V pr The 2020-2021 WED Demond Dawl John Yeager Melisa Whitel Gino Mulliqi . Tim Gilchrist.	embers of the Wylie Economic Deworn in by the City Secretary's or and following the selection of Was for the upcoming year. Provide rovides for the selection of officers.  C Board Officers were:	evelopment Corporation ffice.  EDC Board Members ed for your review is Sers and the duties of the work.  Vic	by the Wylie City Council, the Section V- Officers of the WEDC same. President e President Secretary Treasurer

# 4.14 Board's Relationship with Administrative Departments of the City

Any request for services made to the administrative departments of the City shall be made by the Board of its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the administrative departments of the City and that the Board has agreed to reimburse the administrative department's budget for the costs of such services so provided.

# SECTION V OFFICERS

# 5.01 Officers of the Corporation

The elected officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The Board may resolve to elect one or more Assistant Secretaries or one or more Assistant Treasurers as it may consider desirable. Such officers shall have the authority and perform the duties of the office as the Board may from time to time prescribe or as the Secretary or Treasurer may from time to time delegate to his or her respective Assistant. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

# 5.02 Selection of Officers

The President and Vice President shall be elected by the Board and shall serve a term of one (1) year. On the expiration of the term of office of the President and Vice President, the Board shall select from among its Members individuals to hold such office. The term of office of the President and Vice President shall always be for a period of one year; provided, however, that the President and Vice President continue to serve until the election of their successors.

The Secretary and Treasurer shall be selected by the members of the Board and shall hold office for a period of one (1) year; provided, however, that they shall continue to serve until the election of their successors. Elections shall be held at the annual meeting of the Board.

Any officer meeting the qualifications of these Bylaws may be elected to succeed himself or to assume any other office of the Corporation.

# 5.03 Vacancies

Vacancies in any office which occur by reason of death, resignation, disqualification, removal, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term of that office in the same manner as other officers are elected to office.

# 5.04 President

The President shall be the presiding officer of the Board with the following authority:

- 1. Shall preside over all meetings of the Board.
- 2. Shall have the right to vote on all matters coming before the Board.
- 3. Shall have the authority, upon notice to the members of the Board, to call a special meeting of the Board when in his judgment such meeting is required.
- 4. Shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings of other matters incidental to the operation and functions of the Board.
- 5. Shall have the authority to appoint ad hoc committees which may address issues of a temporary nature or concern or which have a temporary affect on the business of the Board.

In addition to the above mentioned duties, the President shall sign with the Secretary of the Board any deed, mortgage, bonds, contracts, or other instruments which the Board of Directors has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute. In general, the President shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

# 5.05 Vice President

In the absence of the President, or in the event of his or her inability to act, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all power of and be subject to all the same restrictions as upon the President. The Vice President shall also perform other duties as from time to time may be assigned to him or her by the President.

# 5.06 Secretary

The Secretary shall keep or cause to be kept, at the registered office a record of the minutes of all meetings of the Board and of any committees of the Board. The Secretary shall also file a copy of said Minutes with the City and the same to be given, in accordance with the provisions of these Bylaws, or as required by the Texas Open Meetings Act or the Texas Open Records Act or other applicable law. The Secretary shall be custodian of the corporate records and seal of the Corporation, and shall keep a register of the mailing address and street address, if different, of each director.

# 5.07 Treasurer

The Treasurer shall be bonded for the faithful discharge of his/her duties with such surety or sureties and in such sum as the Board of Directors shall determine by Board resolution, but in no event shall the amount of such bond be less than an amount equal to the average of the sums which the Treasurer has access to and the ability to convert during a twelve (12) month period of time. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation. The Treasurer shall receive and give receipt for money due and payable to the Corporation from any source whatsoever, and shall deposit all such moneys in the name of the Corporation in such bank, trust corporation, and/or other depositories as shall be specified in accordance with Article VII of these Bylaws. The treasurer shall, in general, perform all the duties incident to that office, and such other duties as from time to time assigned to him by the President of the Board.

# 5.08 Assistant Secretaries and Assistant Treasurers

The Assistant Secretaries and Assistant Treasurers, if any, shall in general, perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the President of the Board of Directors.

# 5.09 Director of Economic Development

The Corporation may employ a Director of Economic Development. The Director of Economic Development shall serve as the Chief Executive Officer of the Corporation and shall oversee all administrative functions of the Corporation. The Director shall develop policies and procedures for the Corporation including financial, accounting, and purchasing policies and procedures to be approved by the Board and City Council.

# 5.10 Other Employees

The Corporation may employ such full or part-time employees as needed to carry out the programs of the Corporation.

# 5.11 Contracts for Services

The Corporation may, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policy-making functions in discharging the duties herein above set forth in this section.



# Wylie Economic Development Board

# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	2
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	6/25/21	Exhibits:	1
		•	
Subject			
Consider and act upon	the establishment of a Regular M	eeting Date and Time for	r the WEDC Board of Directors
for 2021-2022.			
Recommendation			
Staff racommands that	t the WEDC Dresident establish a	ragular mactina data an	d time for 2021 2022
Starr recommends tha	t the WEDC President establish a	regular meeting date an	d time for 2021-2022.
Discussion			
at the beginning of his of each month at 7:30	EDC Bylaws states, "The Presidents/her term." WEDC Board Meetina.m. However, due to changes in latings have taken place at 8:30 a.m.	ings are currently formal location due to Covid-19	lly set for the third Wednesday
	via the previous Action Item, the ttached for our review is WEDC		quired to establish the Regular

- 3. Long term issues to be dealt with over the succeeding twelvemonth period or longer period of time, together with recommendations to meet such issues with emphasis to be placed on direct economic development.
- 4. A recap of all budgeted expenditures to date, together with a recap of budgeted funds left unexpended and any commitment made on said unexpended funds.

# 4.05 Implied Duties

The Development Corporation of Wylie, Inc. is authorized to do that which the Board deems desirable to accomplish any of the purposes or duties set out or alluded to in Section 4.04 of these Bylaws and in accordance with State law.

# 4.06 Tenure

The initial terms of office for the Directors shall be two (2) Directors with three (3) year terms, two (2) Directors with two (2) year terms, and one (1) Director with a one (1) year term, as designated by the Mayor and City Council. After the initial term of office, the Directors shall serve for three (3) years, and Directors may serve for an unlimited number of consecutive terms.

# 4.07 Meetings; Notice; Conduct

The Board shall attempt to meet at least once each month within the city of Wylie, at a place and time to be determined by the President. All meetings of the Board shall provide notice thereof as provided and as required by the Texas Open Meetings Act. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the secretary of the Board prior to the posting of the notice required by the Texas Open Meetings Act. The President of the Board shall set regular meeting dates and times at the beginning of his/her term. Special Meetings may be called by any member of the Board in accordance with the provisions of the Texas Open Meetings Act.

The notice shall contain information regarding the particular time, date, and location of the meeting and the agenda to be considered. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

The annual meeting of the Board of Directors shall be held in January of each year.

The Board may retain the services of a recording secretary if required.



# Wylie Economic Development Board

# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	_ 3	
Department:	WEDC		(Staff Use Only)	
Prepared By:	Jason Greiner	Account Code:		
Date Prepared:	7/21/21	Exhibits:	1	

# Subject

Consider and act upon a Purchase and Sale Agreement between the WEDC and Victory Group, LLC.

# Recommendation

Motion to approve a Purchase and Sale Agreement between the WEDC and Victory Group, LLC for the sale of approximately .29-acre of real property and further authorize the WEDC President to execute all documentation necessary to effectuate the transactions.

# Discussion

As the Board will recall, the WEDC has owned the lot at 201 Industrial Court since 2016, with the Board opting to demolish the structure in January 2021.

The attached PSA between Victory Group, LLC and the WEDC is for the sale of the .29-acre lot at 201 Industrial Court.

### Analysis:

- Lot: .2901 acres or approximately 12,637 square feet
- Sales Price: \$20.58/SF or \$260,036
- Feasibility Period: 45 Days after Effective Date
- Approval Period: 90 Days (plus up to two additional 30-day periods at additional fee of \$3,500 ea)
- Closing Date: 30 Days after expiration of Approval Period

If approved, the developer will start marketing the building as soon as possible.

# PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "<u>Agreement</u>") is made as of the Effective Date (as defined in Section 5.01 below) by and between **VICTORY GROUP, LLC**, a Nevada limited liability company, or its assignee ("<u>Purchaser</u>") and **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation ("<u>Seller</u>").

# WITNESSETH:

**WHEREAS,** Seller desires to sell and convey the Property (as defined in Section 1.01 below) to Purchaser, and Purchaser desires to acquire and pay for the Property, pursuant to the terms, provisions, and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

# ARTICLE I ACQUISITION OF THE PROPERTY

<u>Section 1.01</u> <u>The Property.</u> Subject to the terms and provisions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the following described property (sometimes referred to collectively as the "<u>Property</u>"):

That certain tract of land legally described as RAILROAD INDUSTRIAL PARK, Lot 1, more commonly described as 201 Industrial Ct., Wylie, Texas 75098 and containing approximately 12,637 sq. ft. of real property as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land") together with all rights, privileges, easements and appurtenances pertaining to the Land.

# Section 1.02 Purchase Price.

- (a) The purchase price (the "*Purchase Price*") for the Property shall be the sum of \$20.58 multiplied by the number of gross square feet contained in the Land as determined by the Survey to be completed pursuant to Section 2.02, estimated to be TWO HUNDRED SIXTY THOUSAND THIRTY-SIX and NO/100 DOLLARS (\$260,036.00).
- (b) The Purchase Price shall be payable by Purchaser in immediately available funds at Closing (as hereinafter defined), subject to credits and prorations (if any) provided herein.

(c) The Purchase Price shall be adjusted up or down upon the land area of the Property as determined by the Survey to be consistent with the current price per gross square foot amount of \$20.58.

Section 1.03 Earnest Money. Within five (5) business days after the Effective Date of this Agreement, Purchaser shall deposit as earnest money in a non-interest bearing account with Lawyer's Title, 250 Highway 78 S., Wylie, Texas 75098, Attn: Christi Foster, telephone (972-442-3541) (the "*Title Company*"), in immediately available funds the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "*Earnest Money*"). The Earnest Money shall be held and disbursed by the Title Company in strict compliance with the terms and provisions of this Agreement. In the event this Agreement is closed, the Earnest Money and any Approval Extension Fees (defined below), if applicable, shall be applied to the Purchase Price at Closing.

Section 1.04 Contract Consideration. One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall be non-refundable for any reason and shall constitute independent consideration for Seller's execution and delivery of this Agreement, and shall be payable to Seller in the event this Agreement is terminated or fails to Close for any reason, notwithstanding any other provisions of this Agreement.

# ARTICLE II DUE DILIGENCE, TITLE AND SURVEY REVIEW AND FEASIBILITY PERIOD

Section 2.01 <u>Due Diligence Items</u>. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of all documents in Seller's possession related to the Property, including without limitation, any and all development plans, surveys, declarations, and reciprocal easement agreements in Seller's possession affecting the Property or adjacent property; environmental reports; engineering reports; and soils reports. Notwithstanding the delivery of the above described due diligence items, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information, other than the representations and warranties contained herein.

Section 2.02 Survey. Purchaser, at Purchaser's expense, may elect to obtain an ALTA survey (the "Survey") describing the Property, but must complete such Survey prior to the expiration of the Feasibility Period if Purchaser intends to object to any items contained in the Survey as set forth in Section 2.4(a). The Survey will be certified to be accurate, complete and correct to Title Company, Purchaser, Purchaser's lender (if any) and Seller, and shall otherwise be in a form acceptable to the Title Company in order to allow the Title Company to delete, at Purchaser's election and expense, the survey exception (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. Such Survey shall be made in

accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS.

# Section 2.03 Title Insurance.

- (a) Within ten (10) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser a commitment for title insurance, together with complete, legible copies of all Exception Documents as defined herein below (collectively, the "<u>Title Commitment</u>") issued by the Title Company covering the Property and addressed to Purchaser, binding the Title Company to issue to Purchaser at Closing an Owner's Policy of Title Insurance paid for by the Seller (the "<u>Title Policy</u>") on the standard form of policy in the full amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser subject only to the Permitted Exceptions.
- (c) Seller shall deliver or cause to be delivered, with the delivery of the Title Commitment, a legible copy of any instrument referred to in the Title Commitment that affects the title of Seller to the Property or that constitutes an exception or restriction upon the title of Seller to the Property (the "Exception Documents").
- (d) <u>Tax Statements</u>. Within thirty (30) days after the Effective Date, Seller shall provide Purchaser with a copy of the most recent property tax statement affecting the Property.

# Section 2.04 Purchaser's Review.

- (a) Purchaser shall have thirty (30) calendar days from the date the last of the following items is received by Purchaser (but no later than the expiration of the Feasibility Period): (i) Title Commitment, (ii) Exception Documents, and (iii) the existing survey as may be in Seller's possession, to examine the same and to deliver to Seller in writing the Purchaser's objections to any items contained or set forth in the Title Commitment, Exception Documents, or survey as may be provided by Seller or the Survey (the "*Unacceptable Exceptions*"). If Purchaser does not receive the Title Commitment and all Exception Documents within the prescribed ten (10) day period, the Feasibility Period shall be extended one (1) day for each day said documents are late.
- (b) Seller may, but shall not be required to, expend any cost to eliminate or remove the Unacceptable Exceptions, if any. If Seller is unable, or unwilling to eliminate and remove the Unacceptable Exceptions, Seller shall, within fifteen (15) days after receipt of Purchaser's written notice of Unacceptable Exceptions, notify Purchaser in writing of its inability or unwillingness to remove the Unacceptable Exceptions and such notice shall set forth which Unacceptable Exceptions it is unable or unwilling to remove. If Seller is unable or unwilling to remove the Unacceptable Exceptions, Purchaser may terminate this Agreement by giving written notice of such election delivered to Seller. If Purchaser so terminates this Agreement, the Earnest Money shall be returned to

Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as expressly provided in this Agreement to the contrary. If Purchaser does not so terminate this Agreement after receiving Seller's written notice, then the Unacceptable Exceptions together with other exceptions not objected to by Purchaser shall become Permitted Exceptions ("Permitted Exceptions"). Notwithstanding the foregoing, the parties agree that all matters appearing on Schedule C to the Title Commitment and all monetary liens (specifically including without limitation any and all liens that appear against the Property) shall be satisfied (as a condition to Purchaser's obligation to purchase the Property) by Seller prior to Closing and shall not be deemed Permitted Exceptions.

# Section 2.05 Feasibility Period.

- (a) Seller shall allow Purchaser, its agents, or engineers access to the Property to conduct soil and engineering tests, core drilling, non-invasive environmental tests, engineering surveys, and any other tests Purchaser deems necessary to determine the feasibility of the Property for Purchaser's intended use (the "Feasibility Study"), for a period of forty-five (45) days after the Effective Date (the "Feasibility Period"). Purchaser shall bear all costs and expenses of its investigation and repair any damage caused by Purchaser or its agents in conducting the Feasibility Study. Purchaser shall indemnify, defend and hold harmless Seller against any claims, costs, losses, expenses or damage to the Property suffered or incurred by Seller or that may be threatened against Seller or the Property as a result of Purchaser's (or its agent's, contractor's or consultant's) inspections and review of the Property, including without limitation (i) any and all attorneys' fees or court costs incurred by Seller in connection with any such claims or activities, and (ii) any mechanic's liens or claims which may be filed on or asserted against the Property by contractors, subcontractors or materialmen performing work for Purchaser and which are not fully released within five (5) days after Seller provides Purchaser written notice of their existence, but excluding any such claims, costs, losses, expenses or damage resulting merely from the disclosure of the results of any such investigations or studies by Purchaser.
- (b) Purchaser agrees to act with reasonable diligence during the Feasibility Period to determine suitability of the Property for Purchaser and Purchaser's intended user. Purchaser further agrees to terminate this Agreement at the earliest such date that Purchaser finds the Property unsuitable in its sole discretion. Notwithstanding the foregoing, if Purchaser finds the Property unacceptable for any reason or no reason, then Purchaser, in its sole discretion, may terminate this Agreement by written notice, which must be received by Seller on or before the expiration of the Feasibility Period. If Purchaser so terminates this Agreement the Title Company shall, upon demand by Purchaser, return the Earnest Money to Purchaser without the necessity of any further written documentation by either party, and thereafter neither party shall have any further rights, duties or obligations to the other hereunder.

# Section 2.06 Approvals.

- (a) Seller shall allow Purchaser a period of time expiring ninety (90) days following the Effective Date (the "<u>Approval Period</u>") during which Purchaser shall seek to obtain all "Approvals" (as defined below).
- (b) Seller shall cooperate and participate with Purchaser in connection with Purchaser's efforts to obtain the Approvals (as defined below), including without limitation, participation in any required hearings or meetings with governmental officials and in the submittal and execution of any documentation required by governmental authorities.
- (c) If Purchaser has not fully obtained the Approvals within the initial Approval Period, then Purchaser may extend the Approval Period for up to two (2) additional periods of thirty (30) days each by, prior to the expiration of the Approval Period (as extended), (i) delivering a written notice of the extension of the Approval Period ("Approval Period Extension Notice") to Seller, and (ii) depositing Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) (the "Approval Extension Fee") for each extension, which will be non-refundable (except in the event this Agreement is terminated due to a Seller default, casualty or condemnation), but applicable to the Purchase Price at Closing.
- (d) If the Approvals cannot be fully obtained by Purchaser prior to the expiration of the Approval Period (as extended), then Purchaser may terminate the Agreement at any time before the expiration of the Approval Period (as extended) by delivering written notice to Seller of Purchaser's termination of the Agreement, in which event, Purchaser shall receive the Earnest Money and Seller shall receive all of the Approval Extension Fees that Purchaser has paid prior to terminating the Agreement.

# ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

- <u>Section 3.01</u> <u>Representations and Covenants of Seller.</u> Seller hereby represents to Purchaser that the facts recited below are true and accurate and will be true and accurate at Closing.
  - (a) Seller has, or will have at Closing, good and indefeasible fee simple title to the Property, free and clear of all liens, and no party has or shall have any rights in or to acquire the Property except as reflected in the Title Commitment;
  - (b) Seller has no knowledge of any pending condemnation, liens, assessments, or similar proceedings or charges affecting the Property by any governmental authority;

- (c) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, or non-resident alien for purposes of US income taxation, pursuant to Section 1445 of the Internal Revenue Code;
- (d) There are no leases affecting all or any portion of the Property and there are no options or contracts granting any rights to acquire any right, title or interest in all or any portion of the Property, save and except those listed in the Title Commitment.
- (e) Seller has not received any written notice of any violation of any ordinance, regulation, law or statute of any government agency or instrumentality pertaining to the Property of any portion thereof which has not been complied with;
- (f) All facilities for furnishing Utilities to the Property have been completed and installed by the Closing Date, and that all Utilities are available to Purchaser, at a perimeter or boundary of the Property and subject to tap in by Purchaser. (The term "*Utilities*" as used herein shall include telephone, gas, electric and water. Excluding: storm sewer, sanitary sewer, and natural gas)
- (g) There is no action, suit, proceeding or claim affecting Seller or the Property, or any portion thereof, relating to or arising out of any Lease or the ownership, operation, use or occupancy of the Property, pending or being prosecuted in any court or by or before any agency or other governmental instrumentality nor, to the knowledge of Seller, has any such action, suit, proceeding or claim been threatened or asserted. There is no proceeding pending or presently being prosecuted in connection with the assessed valuation or taxes of other impositions payable in respect of any portion of the Property.
- (h) No work has been performed or is in progress by Seller at, and no materials have been furnished to, the Property or any portion thereof which might give rise to mechanic's, materialman's or other liens against the Property.
- (i) All Utilities required for the operation of the Property pass through adjoining public streets or if they pass through an adjoining private land, do so in accordance with valid public easements or private easements which will inure to the benefit of the Purchaser, its successors and assigns. All of such public utilities have been validly and properly installed and are fully operational Excluding: storm sewer, sanitary sewer, and natural gas.
- (j) The Property has not been used by Seller during its ownership for the handling, storage, transportation, or disposal of any hazardous materials. As used herein, "hazardous materials" means any explosives, radioactive materials, gasoline, diesel fuel, asbestos, or other hazardous waste including, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or any regulations promulgated thereunder; The Hazardous Materials Transportation Act or any regulations promulgated thereunder; or "hazardous waste" as defined in the Resource

Conservation and Recovery Act, or any regulations promulgated thereunder; or any substance regulated by the Toxic Substances Control Act, or any regulations promulgated thereunder, all as amended.

(k) There are no contracts, leases, options to purchase or rights of first refusal that will impede Seller from delivering exclusive possession of the Property to Purchaser at Closing.

# ARTICLE IV CLOSING

# Section 4.01 Closing.

- (a) The Closing of the purchase and sale of the Property pursuant to this Agreement (the "<u>Closing</u>") shall take place at the Title Company on the date (the "<u>Closing Date</u>") that is thirty (30) days after the expiration of the Approval Period (as extended) or such earlier date as is elected by Purchaser by giving not less than three (3) days prior notice to Seller, subject to and contingent on the Conditions to Close.
  - (b) At the Closing, Seller shall deliver to Purchaser the following:
  - (i) A duly executed and acknowledged special warranty deed (the "<u>Deed</u>"), conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions;
  - (ii) The Title Policy, which shall be delivered within a reasonable time after Closing;
    - (iii) The most recent tax statements in Seller's possession;
  - (iv) Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
  - (v) Such other instruments as are customarily executed in the county in which the Property is located to effect the conveyance of property similar to the Property, with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles, or interests in and to the Property;
    - (vi) Exclusive possession of the Property; and
  - (vii) Seller's closing certificate verifying that each of the Seller's covenants have been fully satisfied and that the representations and warranties of

Seller set forth in this Agreement are true, correct and complete on and as of the Closing Date.

- (viii) Notwithstanding paragraph 4.01(b)(i) above, the special warranty deed shall include restrictions that prohibit the Property from all future uses as described in attached Exhibit "C".
- (c) <u>Conditions to Close</u>. Purchaser's obligation to close on the purchase of the Property is subject to and contingent upon the satisfaction of all closing conditions in this Agreement, including without limitation:
  - (i) No material or adverse changes to the Property shall have occurred subsequent to the Effective Date of the Contract and prior to the Closing Date.
  - (ii) Seller has delivered to Purchaser the required items set forth in Section 4.01(b).
  - (iii) Purchaser shall have obtained all (x) final approvals for any zoning changes (including the special use permit), plats, or site plans; and (y) non-governmental approvals from third parties (having such approval rights) (collectively, the "<u>Approvals</u>") as are reasonably necessary and incident to developing the Property and construction thereon, pursuant to a site plan which is acceptable to Purchaser, a commercial retail building or buildings, together with parking, signage, and related site improvements appropriate for a commercial retail building with or without drive-thru restaurant any other incidental uses (the "<u>Intended Use</u>") (collectively, the "<u>Intended Improvements</u>").
  - (iv) There are no building or utility moratoriums in effect that impact the Property or that would otherwise prevent construction of the Intended Improvements.
  - (v) There are no contracts, leases, options to purchase or rights of first refusal that will impede Seller from delivering exclusive possession of the Property to Purchaser at Closing.
  - (vi) Purchaser has entered into and will simultaneously close on a Purchase and Sale Agreement to purchase the approximate 32,803 sq. ft. of real property from Wylie Industrial Court Development Ltd. located at the northwest corner of TX-78 and Birmingham Street and more commonly known as 206 S. Birmingham Street, Wylie, Texas 75098. This condition may not be waived by Purchaser and Seller shall be entitled to terminate the Agreement in the event Purchaser is unwilling or unable to simultaneously close such contract with Wylie Industrial Court Development Ltd.

Should the condition set forth in Section 4.01(c)(iii) not be able to be satisfied prior to the expiration of the Approval Period (as may be extended) or should any of the other conditions set forth in Section 4.01(c) not be able to be satisfied prior to the Closing Date, Purchaser shall have the right to terminate this Agreement by providing notice to the Seller and the Title Company, and the Earnest Money returned to Purchaser and any paid Approval Extension Fees). The foregoing shall not preclude Purchaser from exercising any remedy provided in Section 4.03 of this Agreement, if any of the foregoing conditions was an obligation of Seller to perform prior to the Closing Date under the terms of this Agreement.

- (c) At the Closing, Purchaser shall deliver to Seller the following:
  - (i) The Purchase Price, as provided, herein; and
- (ii) Such evidence as Seller's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

<u>Section 4.02</u> <u>Closing Costs and Prorations.</u> Purchaser and Seller hereby covenant and agree that:

- (a) Seller shall pay its proportionate share of the prorations as set forth in Section 4.02 (c) hereof, if any, and shall bear the cost of the Title Commitment, Title Policy, all real estate transfer taxes, real estate commissions as defined in Section 4.05, one-half (1/2) of the recording fees and the escrow fee charges by the Title Company, and Seller's attorneys' fees.
- (b) Purchaser shall pay its proportionate share of the prorations as set forth in Section 4.02 (c), if any, the cost of the recording fees for any loan documents, one-half (1/2) of the recording fees and escrow fee charged by the Title Company, and its own attorneys' fees. Purchaser will assume and be responsible for any roll back tax liability for the Property, if any, for any period of time prior to or subsequent to closing.
- (c) All ad valorem real estate taxes and assessments levied or assessed against the Property will be assumed by the Purchaser since Seller is a tax exempt entity. This provision shall survive the Closing.
- (d) All other closing costs not specifically identified in Sections 4.02(a) through (c) shall be allocated as is customary in the local area.
- Section 4.03 Default by Seller; Remedies of Purchaser. In the event Seller fails to comply with any obligation, covenant or agreement to be performed, honored, or observed by Seller prior to or at Closing pursuant to the terms and provisions hereof, and such failure continues for five (5) days after written notice thereof from Purchaser, then Purchaser may as Purchaser's sole and exclusive remedy, either (a) terminate this Agreement by giving written

notice thereof to Seller, at which time the Earnest Money, Additional Earnest Money, if any, shall be returned to Purchaser or (b) enforce specific performance. Any lawsuit to enforce specific performance must be filed by Purchaser within sixty (60) days of Seller's default.

Section 4.04 Default by Purchaser; Remedies of Seller. In the event Purchaser fails to comply with any obligation, covenant or agreement to be performed, honored, or observed by Purchaser prior to or at Closing pursuant to the terms and provisions hereof, and such failure continues for five (5) days after written notice thereof from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement by giving Purchaser written notice thereof, in which event Seller shall retain, as liquidated damages, the Earnest Money, and neither party shall thereafter have any rights, duties or obligations hereunder.

#### Section 4.05 Broker's Commission.

- (a) Provided the transaction described in this Agreement is closed and funded, but not otherwise, Seller agrees to pay Victory Real Estate Group ("<u>Broker</u>") a commission per separate agreement in the amount of three percent (3%) of the Purchase Price. Said commissions shall be paid in cash by Seller at the Closing and, by its execution hereof, Seller hereby authorizes and directs the Title Company to remit such commission out of the Purchase Price to be paid or given by Purchaser at Closing.
- (b) Except to the extent provided in Section 4.05 (a) above, each of the parties hereto hereby represents and warrants to the other parties that no other real estate commissions or finder's fees are due or payable as a result of or in connection with this Agreement or the transactions contemplated herein to any person or agency, and that each of the parties hereby agrees to indemnify the other party and hold the other party harmless from and against any and all claims for real estate commissions and/or finders fees occasioned by its acts.

# ARTICLE V MISCELLANEOUS PROVISIONS

- <u>Section 5.01</u> <u>Effective Date of Agreement.</u> The term "<u>Effective Date</u>" as used herein shall mean the date this Agreement has been fully executed by Seller and Purchaser, as indicated by their signatures below, and delivered to and acknowledged by Title Company.
- Section 5.02 Notices. All notices, demands, consents, statements, offers, and other communications required or permitted herein shall be delivered to the parties hereto by United States registered or certified mail, return receipt requested, postage fully prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express), or by email (pdf), or by an independent courier service; provided, however, that in the event such courier service is used, such service shall provide a receipt. Except as provided above, all such communications shall be deemed delivered when actually mailed, emailed, or deposited with such overnight delivery or

courier service and shall be addressed to the intended recipient at the following address as either party may specify in writing:

If to Purchaser: Victory Group, LLC.

8201 Preston Road, Ste. 700

Dallas, Texas 75225 Attn: Tony Ramji tony@vg-re.com

With a copy to: Steven Dimitt, Esq.

Platt Cheema Richmond PLLC 1201 N. Riverfront Blvd., Suite 150

Dallas, Texas 75207 <u>sdimitt@pcrfirm.com</u> (214) 559-2700

If to Seller: Wylie Economic Development Corporation

250 Highway 78 Wylie, Texas 75098 Attn: Jason Greiner

Email: Jason@WylieEDC.com

Phone: 974-442-7901

With a copy to: Abernathy, Roeder, Boyd & Hullett

1700 Redbud Blvd., Suite 300 McKinney, Texas 75069

Attn: Randy Hullett

Email: rhullett@abernathy-law.com

Phone: 214-544-4007

Section 5.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL PROCEEDINGS OR OBLIGATIONS HEREUNDER SHALL BE MADE AND ARE PERFORMABLE IN COLLIN COUNTY, TEXAS.

<u>Section 5.04</u> <u>Successors and Assigns</u>. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, administrators, successors and assigns.

<u>Section 5.05</u> <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 5.06 <u>Time</u>. Time is of the essence in the performance of each term, condition, and covenant contained in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

Section 5.07 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

Section 5.08 Authority to Execute. Seller and Purchaser warrant that each of the persons executing this Agreement in its behalf has full power and authority to enter into and perform this Agreement and that, upon the execution of this Agreement by all parties, this Agreement shall be binding upon each and enforceable in accordance with its terms.

Section 5.09 Entire Agreement. Purchaser and Seller each acknowledges and agrees that at all times it has intended that none of the preliminary negotiations concerning this Agreement would be binding on any party. This Agreement contains all the covenants, conditions, agreements and understandings between the parties and shall supersede all prior covenants, conditions, agreements, and understandings between Seller and Purchaser with respect to the purchase and sale of the Property and all other matters contained in this Agreement. This Agreement may not be amended except in writing subscribed by each of the parties.

Section 5.10 Property Description. If different from the description contained in Exhibit "A" attached to this Agreement, the legal description of the Property contained on the Survey shall be substituted for the description of the Property in said Exhibit "A" and this Agreement shall be amended by the substitution of the legal description of the Property contained on the Survey as a new Exhibit "A", without the necessity of the parties executing any additional amendments to this Agreement. In addition, such description shall be used in the Title Policy and the Deed to be delivered by Seller to Purchaser at Closing.

Section 5.11 1031 Exchange. Seller and Purchaser agree to cooperate should the other elect to purchase the Property or other real property as part of a like-kind exchange under Section 1031 of the Internal Revenue Code (or any successor statute). Any contemplated exchange shall not impose upon the cooperating party any additional liability or financial obligation, and Purchaser or Seller, as appropriate agrees to hold the other harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon either party's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Purchaser or Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

<u>Section 5.12</u> <u>Expiration.</u> The offer of Purchaser shall extend by the delivery of this Agreement to Seller shall be automatically revoked unless Seller shall execute this Agreement and deliver same to the Title Company as evidenced by the Title Company receipt of this Agreement on or before 5:00 p.m. on the date which is fifteen (15) business days from the date on which Purchaser has executed this Agreement.

Section 5.13 Rollback Taxes. All rollback taxes including additional taxes resulting from a change in use of the Property prior to or after Closing on the Property which results or which may result in the assessment after the Closing of additional taxes for periods prior to or after Closing plus any penalties and interest shall be paid by Purchaser. This obligation shall survive the Closing.

Section 5.14 Risk of Loss. Until Closing risk of loss shall be borne by Seller. In the event that any damage or destruction of the Property, or any part hereof, by fire or other casualty, or through condemnation or sale in lieu thereof, occurs prior to the actual Closing of the transactions contemplated hereby, the Purchaser shall, at its option, elect one of the following: (a) to terminate this Agreement and receive an immediate refund of all Earnest Money and Additional Earnest Money previously deposited; or (b) to close this transaction as provided herein and receive an assignment from Seller at Closing (or credit, as the case may be) of all of Seller's rights in the award or insurance proceeds to be granted for the portion of the Property so damaged, taken or condemned.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

PURCHASER:	VICTORY GROUP, LLC, a Nevada limited liability company
	By: Tony Ramji, Manager
	Date:
SELLER:	WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation
	By:
	Printed Name: Title:
	Date:

#### **RECEIPT OF EARNEST MONEY**

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and agrees to comply with and be bound by the terms and provisions of this Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money and compliance with Section 6045 (e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulation or forms promulgated thereunder.

	TITLE COMPANY
By: Name:	
Name:	
Title:	
Date:	

#### EXHIBIT "A"

#### **LEGAL DESCRIPTION**

[To be confirmed by Survey and inserted prior to Closing.]

RAILROAD INDUSTRIAL PARK, LOT 1

#### **EXHIBIT "C"**

#### RESTRICTIVE COVENANTS IN SPECIAL WARRANTY DEED

The special warranty deed to be delivered by Seller, as Grantor, to Purchaser, as Grantee, at the Closing shall contain the following restrictive covenants:

- 1. The Property may not be used as a location for any business providing escrow, title services or issuance of land title policies in connection with contracts to convey or refinance mortgages on real property, including title offices, title plants, or administrative offices for a title company. No sign may be erected on the Property advertising or promoting any such services.
- 2. The Property may not be used for the underground storage of any hazardous material or petroleum products.
- 3. The Property may not be used as a gas station or convenience store which also sells gasoline, diesel or other petroleum fuels.
- 4. The Property may not be used as a repair shop for motor vehicles or for quick lubes or for brake repair.
- 5. The Property may not be used as a motor vehicle sales car lot.
- 6. The Property may not be used as a bar. The term "bar" means an establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premise consumption.
- 7. The Property may not be used as a drycleaner.
- 8. The Property may not be used as a car wash.
- 9. The Property may not be used as a location for a cell tower.
- 10. If any restriction or prohibited use is unenforceable for any reason, to the extent the unenforceability does not affect any other restriction, then these remaining restrictions shall be fully enforceable.
- 11. Failure to enforce any restriction is not a waiver.
- 12. These restrictions run with the land and are binding for a term of 30 years from the date of this deed. These restrictions may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by both Grantor and Grantee or the then owners of the Property and the owners of the adjacent property described as Lot 2R Wylie Industrial Park with an address of 250 Hwy 78 Wylie, TX 75098 Lawyers Title Legal description. Such amendment or termination shall be recorded in the real property records of Collin County, Texas.
- 13. These restrictions will be construed under the laws of the state of Texas and exclusive venue for enforcing the restrictions shall be a district court in Collin County, Texas. If any party retains an attorney to enforce these restrictions the party prevailing in litigation will be entitled to recover reasonable

attorney's fees and court and other costs. All rights and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right or remedy available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.



## **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	4	
Department:	WEDC			(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:		
Date Prepared:	7/21/21	Exhibits:	1	
Subject				
	n the approval of the FY 2021-2	2022 WEDC Budget.		
Recommenda	tion			

#### Discussion

For FY22, the WEDC estimates \$7,580,166 in available resources which includes a beginning fund balance of \$1,050,844. Staff estimates the following WEDC Revenues: \$3,789,966 in Sales Tax Receipts, \$2,601,116 in proceeds from the Sale of WEDC owned properties, \$132,240 in Rental Income and \$6,000 in allocated interest earnings. Overall, the largest increases in revenue from FY21 are due to three pending contracts on WEDC owned properties and the \$821,529 in additional sales tax revenue.

Expenses for FY22 are estimated at \$5,231,220. Personnel Services are up from \$336,516 to \$407,264, Debt Service is up from \$541,878 to \$1,009,263, and the WEDC's Capital Outlay is up from \$1,007,500 to \$2,175,000.

#### Notable Increases:

• Personnel: One additional employee (Admin Assist I) and 2% merit increases for existing staff.

Staff recommends that the Board approve the FY 2021-2022 WEDC Budget as presented.

- Debt Service: This number represents a worst-case scenario with a projected 10-year, \$8MM loan at 4% (fixed). This estimate increases the P/I payments due to debt refinancing (544 Gateway & Brown/78) and borrowing an additional \$3MM for additional land acquisition. Please note that the current estimate does not include any principal reduction for FY22.
- Capital Outlay: Various capital projects are planned for FY22 including the TxDOT improvements at Brown & 78 (median, decel lanes, etc.), the culvert at FM 544 & Cooper, and downtown improvements (parking and alley).

Contractual Services are down due to the reduction in our deferred outflows (Incentives), while Special Services, Advertising, Community Development, and Travel & Training are all up slightly.

Staff estimates a FY22 ending fund balance of \$2,348,945.62.

Upon approval, Staff will present the FY22 Budget to City Council on 7/27/21.

#### WYLIE ECONOMIC DEVELOPMENT CORPORATION

The Wylie citizens, as authorized by the Texas State Legislature, created the Wylie Economic Development Corporation (WEDC) via the passage of a half-cent sales tax increase in 1990. Funds received by the WEDC are used solely to enhance and promote economic development within the Wylie community.

	BUDGET	BUDGET	BUDGET	BUDGET
STAFFING	2018-2019	2019-2020	2020-2021	2021-2022
Executive Director	1.0	1.0	1.0	1.0
Director of Business Retention	1.0	1.0	1.0	1.0
Senior Assistant	1.0	1.0	1.0	1.0
Administrative Assistant	0.0	0.0	0.0	1.0
TOTAL	3.0	3.0	3.0	4.0

The primary objectives of the WEDC are to increase local employment opportunities while enhancing and diversifying the City of Wylie's tax base. The WEDC currently employs three full-time staff members to manage daily operations and reports directly to a 5-member Board of Directors appointed by the Wylie City Council. Ex-Officio Members of the Board include the sitting Mayor and current City Manager. Meetings typically occur on the third Wednesday of each month at 7:30 a.m. and on an as-needed basis at WEDC offices located at 250 S. Highway 78.

The Wylie City Council provides oversight of the WEDC via approval of Bylaws, appointment of Board Members, approval of annual budgets, review of monthly expenditures and project approval. The City of Wylie Finance Department processes all financial functions of the WEDC and coordinates an annual Financial Audit by an independent, third-party firm. While WEDC staff are City employees for the purpose of participating in group insurance plans, WEDC staff reports directly to the WEDC Board of Directors.

WEDC Board of Directors	<b>Current Appointment</b>	Term Expires
Demond Dawkins, President	07/2021	06/2024
Melisa Whitehead, Secretary	10/2019	06/2022
Gino Mulliqi, Treasurer	07/2019	06/2022
Tim Gilchrist	07/2020	06/2023
Blake Brininstool	07/2021	06/2024

# **City Of Wylie**

### **Fund Summary**

### Wylie Economic Development Corporation

Audited Wylie Economic Development Corp Ending Balance 09/30/20	\$ 1,735,327
Projected '21 Revenues	<u>3,904,938</u> a)
Available Funds	5,640,265
Projected '21 Expenses	(4,589,421)
Estimated Ending Fund Balance 09/30/21	\$ 1,050,844
Estimated Beginning Fund Balance - 10/01/21	\$ 1,050,844
Proposed Revenues '22	6,529,322
Proposed Expenses '22	(5,231,219)
Estimated Ending Fund Balance 09/30/22	\$ 2,348,947

a) Sales Tax is Oct - Apr actual collected plus a 5% increase on 2019-20 May - Sept actuals.

Budget Overview FY 2021-2022

# Department Executive Summary Wylie EDC

#### **FY 2022 Budget Notes**

#### Notable increases/decreases from FY 2021 base budget:

For FY22, the WEDC estimates \$7,580,166 in available resources which includes a beginning fund balance of \$1,050,844. Staff estimates the following WEDC Revenues: \$3,789,966 in Sales Tax Receipts, \$2,601,116 in proceeds from the Sale of WEDC owned properties, \$132,240 in Rental Income and \$6,000 in allocated interest earnings. Overall, the largest increases in revenue from FY21 are due to three pending contracts on WEDC owned properties and the \$821,529 in additional sales tax revenue.

Expenses for FY22 are estimated at \$5,231,220. Personnel Services are up from \$336,516 to \$407,264, Debt Service is up from \$541,878 to \$1,009,263, and the WEDC's Capital Outlay is up from \$1,007,500 to \$2,175,000.

#### Notable Increases:

- Personnel: One additional employee (Admin Assist I) and 2% merit increases for existing staff.
- Debt Service: This number represents a worst-case scenario with a projected 10-year, \$8MM loan at 4% (fixed). This estimate increases the P/I payments due to debt refinancing (544 Gateway & Brown/78) and borrowing an additional \$3MM for additional land acquisition. Please note that the current estimate does not include any principal reduction for FY22.
- Capital Outlay: Various capital projects are planned for FY22 including the TxDOT improvements at Brown & 78 (median, decel lanes, etc.), the culvert at FM 544 & Cooper, and downtown improvements (parking and alley).

Contractual Services are down due to the reduction in our deferred outflows (Incentives), while Special Services, Advertising, Community Development, and Travel & Training are all up slightly.

Staff estimates a FY22 ending fund balance of \$2,348,945.62.

The WEDC Board of Directors will formally approve the attached FY22 Budget on 7/21/21 and bring this back for final consideration at the July 27<sup>th</sup> City Council Meeting.

Prepared by: Jason Greiner

FUND 111-4000

# **DEPARTMENT**SPECIAL REVENUE FUND

**DIVISION**WEDC REVENUES

FY 2021 FY 2022 FY 2022 FY 2022 **LINE ITEMS** % CHANGE **BUDGET BASE PACKAGES PROPOSED** 40150 REV IN LEIU OF TAXES \$0 \$0 \$0 \$0 0.00% 40210 SALES TAX (\$2,968,437) (\$3,789,966) \$0 (\$3,789,966) 27.68% \$0 (\$3,789,966) \$0 (\$3,789,966) TAXES (\$2,968,437) (\$3,789,966) \$0 (\$3,789,966) 27.68% 43518 380 ECONOMIC AGREEMENTS \$0 \$0 0.00% INTERGOVERNMENTAL REVENUE \$0 \$0 \$0 \$0 0.00% 46050 CERTIFICATE OF DEPOSIT \$0 \$0 \$0 0.00% \$0 46110 ALLOCATED INTEREST EARNINGS 0.00% (\$6,000) (\$6,000) \$0 (\$6,000) \$0 \$0 (\$6,000) (\$6,000) INTEREST INCOME (\$6,000) (\$6,000) \$0 (\$6,000) 0.00% 48110 RENTAL INCOME -13.70% (\$153,240) (\$132,240) \$0 (\$132,240) \$0 (\$132,240) \$0 (\$132,240) 48310 RECOVERY - PRIOR YEAR EXPEND 0.00% \$0 \$0 \$0 \$0 48410 MISCELLANEOUS INCOME 0.00% \$0 \$0 \$0 \$0 48430 GAIN/(LOSS) SALE OF CAP ASSETS (\$164,500) (\$2,601,116) \$0 (\$2,601,116) 1,481.23% \$0 (\$2,601,116) \$0 (\$2,601,116) MISCELLANEOUS INCOME (\$317,740) (\$2,733,356) \$0 (\$2,733,356) 760.25% 49160 TRANSFER FROM GENERAL FUND \$0 \$0 \$0 0.00% 49325 BANK NOTE PROCEEDS \$0 \$0 \$0 \$0 0.00% 49550 LEASE PRINCIPAL PAYMENTS (OFS) 0.00% \$0 \$0 \$0 \$0 49600 INSURANCE RECOVERIES \$0 \$0 \$0 \$0 0.00% OTHER FINANCING SOURCES \$0 \$0 \$0 \$0 0.00% **TOTAL WEDC REVENUES** (\$3,292,177) (\$6,529,322) \$0 (\$6,529,322) 98.33%

FUND 111-5611

# **DEPARTMENT**SPECIAL REVENUE FUND

DIVISION WEDC

FY 2021 FY 2022 FY 2022 FY 2022 **LINE ITEMS** % CHANGE **BUDGET BASE PACKAGES PROPOSED** 51110 SALARIES \$240,920 \$286,558 \$0 \$286,558 18.94% \$0 \$286,558 \$0 \$286,558 51130 OVERTIME \$0 \$0 \$0 0.00% 51140 LONGEVITY PAY \$784 \$729 \$0 \$729 -7.02% \$729 \$0 \$0 \$729 51145 SICK LEAVE BUYBACK 0.00% \$0 \$0 \$0 \$0 51160 CERTIFICATION INCENTIVE 0.00% \$0 \$0 \$0 \$0 51170 PARAMEDIC INCENTIVE 0.00% \$0 \$0 \$0 \$0 51210 CAR ALLOWANCE \$0 0.00% \$0 \$0 \$0 0.00% 51220 PHONE ALLOWANCE \$0 \$0 \$0 \$0 51230 CLOTHING ALLOWANCE \$0 \$0 \$0 \$0 0.00% 0.00% 51260 MOVING ALLOWANCE \$0 \$0 \$0 \$0 51310 TMRS \$37,464 \$44,530 \$0 \$44,530 18.86% \$0 \$44,530 \$0 \$44,530 51410 HOSPITAL AND LIFE INSURANCE \$36,369 \$49,304 \$0 \$49,304 35.57% \$0 \$49,304 \$0 \$49,304 51415 EXECUTIVE HEALTH PLAN \$0 \$0 \$0 \$0 0.00% 51420 LONG-TERM DISABILITY \$1,373 \$1,707 \$0 \$1,707 24.33% \$0 \$1,707 \$0 \$1,707 51440 FICA \$18,623 \$18,623 24.27% \$14,986 \$0 \$0 \$18,623 \$0 \$18,623 51450 MEDICARE \$3,505 \$4,355 \$0 \$4,355 24.25% \$4,355 \$4,355 \$0 \$0 \$305 51470 WORKERS COMP PREMIUM \$378 \$0 \$378 23.93% \$0 \$0 \$378 \$378 51480 UNEMPLOYMENT COMP (TWC) \$1,080 \$810 33.33% \$0 \$1,080 \$1,080 \$0 \$1,080 \$0 PERSONNEL SERVICES \$336,516 \$407,264 \$407,264 21.02% \$0 52010 OFFICE SUPPLIES \$5,000 \$5,000 \$0 \$5,000 0.00% \$0 \$5,000 \$0 \$5,000

FUND 111-5611

# **DEPARTMENT**SPECIAL REVENUE FUND

DIVISION WEDC

FY 2021 FY 2022 FY 2022 FY 2022 **LINE ITEMS** % CHANGE **BUDGET BASE PACKAGES PROPOSED** 52040 POSTAGE AND FREIGHT \$300 \$300 \$0 \$300 0.00% \$0 \$300 \$0 \$300 52130 TOOLS/ EQUIP (NON-CAPITAL) \$0 \$0 \$0 \$0 0.00% **52810 FOOD SUPPLIES** \$6,100 \$6,100 \$0 \$6,100 0.00% \$0 \$6,100 \$0 \$6,100 52990 OTHER \$0 0.00% \$0 \$0 \$0 SUPPLIES \$11,400 \$11,400 0.00% \$11,400 \$0 54610 FURNITURE AND FIXTURES \$0 \$2,500 0.00% \$0 \$2,500 ITEM MOVED FROM 58830 (FY20-21) \$0 \$2,500 \$0 \$2,500 54630 TOOLS AND EQUIPMENT 0.00% \$0 \$0 \$0 \$0 54810 COMPUTER HARD/SOFTWARE 0.00% \$5,500 \$5,500 \$0 \$5,500 \$5,500 \$0 \$5,500 \$0 54910 BUILDINGS \$0 \$0 \$0 \$0 0.00% 0.00% 54990 OTHER \$0 \$0 \$0 \$0 MATERIALS FOR MAINTENANCE 45.45% \$5,500 \$8,000 \$0 \$8,000 56030 INCENTIVES \$1,130,310 \$1,043,973 \$0 \$1,043,973 -7.64% \$1,043,973 \$0 \$1,043,973 56040 SPECIAL SERVICES \$88,481 \$118,156 \$0 \$118,156 33.54% \$0 \$118,156 \$0 \$118,156 56080 ADVERTISING \$114,100 \$129,100 \$0 \$129,100 13.15% \$0 \$129,100 \$0 \$129,100 56090 COMMUNITY DEVELOPMENT \$44,550 \$52,050 \$0 \$52,050 16.84% \$0 \$52,050 \$0 \$52,050 56110 COMMUNICATIONS \$6,400 \$0 \$5,936 \$6,400 7.82% \$0 \$6,400 \$0 \$6,400 \$27,000 56180 RENTAL \$27,000 \$27,000 \$0 0.00% \$27,000 \$0 \$27,000 \$0 56210 TRAVEL AND TRAINING \$62,600 \$74.600 \$0 \$74.600 19.17% \$74,600 \$0 \$74,600 \$0 56250 DUES AND SUBSCRIPTIONS \$30,018 \$39.810 \$0 \$39.810 32.62% \$39,810 \$0 \$39,810 \$0 56310 INSURANCE \$4,467 \$6,303 \$6,303 41.10% \$0 \$0 \$6,303 \$0 \$6,303

FUND 111-5611

# **DEPARTMENT**SPECIAL REVENUE FUND

**DIVISION** 

WEDC

LINE ITEMS	FY 2021 BUDGET	FY 2022 BASE	FY 2022 PACKAGES	FY 2022 PROPOSED	% CHANGE
56510 AUDIT AND LEGAL SERVICES	\$33,000	\$33,000	\$0	\$33,000	0.00%
	\$0	\$33,000	\$0	\$33,000	
56570 ENGINEERING/ARCHITECTURAL	\$87,500	\$87,500	\$0	\$87,500	0.00%
	\$0	\$87,500	\$0	\$87,500	
56610 UTILITIES-ELECTRIC	\$2,400	\$2,400	\$0	\$2,400	0.00%
	\$0	\$2,400	\$0	\$2,400	
CONTRACTURAL SERVICES	\$1,630,362	\$1,620,292	\$0	\$1,620,292	-0.62%
57110 DEBT SERVICE	\$0	\$0	\$0	\$0	0.00%
57410 PRINCIPAL PAYMENT	\$342,015	\$694,127	\$0	\$694,127	102.95%
	\$0	\$694,127	\$0	\$694,127	
57415 INTEREST EXPENSE	\$199,863	\$315,136	\$0	\$315,136	57.68%
	\$0	\$315,136	\$0	\$315,136	
DEBT SERVICE AND CAP. REPL	\$541,878	\$1,009,263	\$0	\$1,009,263	86.25%
58110 LAND-PURCHASE PRICE	\$78,540	\$0	\$0	\$0	-100.00%
58120 DEVELOPMENT FEES	\$0	\$0	\$0	\$0	0.00%
58150 LAND-BETTERMENTS	\$0	\$0	\$0	\$0	0.00%
58210 STREETS AND ALLEYS	\$926,460	\$2,175,000	\$0	\$2,175,000	134.76%
	\$0	\$2,175,000	\$0	\$2,175,000	
58410 SANITARY SEWER	\$0	\$0	\$0	\$0	0.00%
58810 COMPUTER HARD/SOFTWARE	\$0	\$0	\$0	\$0	0.00%
58830 FURNITURE AND FIXTURES	\$2,500	\$0	\$0	\$0	-100.00%
58910 BUILDINGS	\$0	\$0	\$0	\$0	0.00%
33.22.30.130	40	Ç.	Ų.	Ų.	0.30%
58995 CONTRA CAPITAL OUTLAY	\$0	\$0	\$0	\$0	0.00%
CAPITAL OUTLAY	\$1,007,500	\$2,175,000	\$0	\$2,175,000	115.88%
TOTAL PERSONNEL EXPENSES	\$336,516	\$407,264	\$0	\$407,264	21.02%
TOTAL OPERATING EXPENSES	\$3,196,640	\$4,823,955	\$0	\$4,823,955	50.91%
TOTAL WEDC	\$3,533,156	\$5,231,219	\$0	\$5,231,219	48.06%



# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	DS1
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	- <u></u> -
Date Prepared:	7/19/21	Exhibits:	
Subject			
Discuss issues surroun	ding Wylie EDC loans.		
Recommendation	on		
No action is requested	by staff for this item.		

#### Discussion

As the Board will recall, Staff shared various options to refinance the WEDC's current debt and borrow additional funds for the acquisition of key properties. The Board also discussed the impact of debt service on future projects and explored different loan scenarios for the FY22 Budget. Following direction at the previous Board Meetings, staff is in the process of obtaining additional information from local banks and Government Capital.

For budgeting purposes, Staff used a loan scenario of \$8MM at a fixed 4% rate for 10 years. This same \$8MM/10-year scenario was presented to local banks for their review and consideration. Staff also expressed the Board's desire to remain flexible, so loans extending beyond a 10-year term were also requested (if applicable).

#### Budget Dates/Deadlines:

- Final Budget Presentation at Council: 7/27/21
- The City's Proposed Budget is filed: 8/5/21

#### Additional Dates/Deadlines:

- August Board Meeting: 8/18/21
- September Board Meeting: 9/15/21
- New FY: 10/1/21

Loan Approval is estimated to take between 30-45 days & PSA closing is estimated at 60 days.



# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	DS2
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	7/19/21	Exhibits:	
Subject			
Discussion regarding a	WEDC Board Tour, Retreat, or Wo	rk Session.	
Recommendation	1		
No action is requested by	by staff for this item.		
Discussion			
	led this agenda item to explore opti the Board's interest, availability an		
discussion to determine	the Board's interest, availability and	d possible topies for the ev	Cit.



# **AGENDA REPORT**

Meeting Date:	July 21, 2021	Item Number:	DS3
Department:	WEDC		(Staff Use Only)
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	7/19/21	Exhibits:	1
-			
Subject			
	roperty Update, Downtown Parking ing Events, New Board Member Han		
Recommendation	n <b>a a a</b>		
No action is requested	by staff for this item.		
Discussion			
Engineering Reports, R	cussion regarding WEDC Propert Letail Coach Update, Upcoming Even DC Activities and Programs.		



# Downtown Wylie Mobile Data Survey

WYLIE, TEXAS

WYLIE, TX

**ECONOMIC DEVELOPMENT CORPORATION** 

Prepared for Wylie Economic Development Corporation 06.25.2021 - 06.27.2021

Wylie, Texas • 06.25.2021 - 06.27.2021



**Metrics** 

*Est.* # of Customers

Est. # of Visits

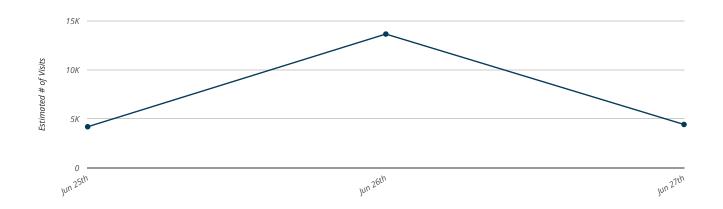
# **Downtown Wylie**

20.4K

22.3K

#### **Visits Trend**

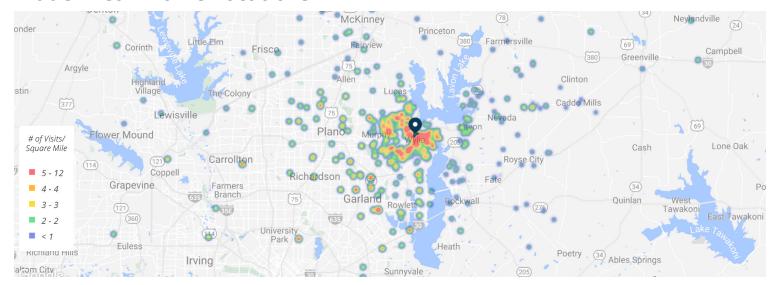
Downtown Wylie / Wylie





Wylie, Texas • 06.25.2021 - 06.27.2021

#### **Trade Area - Home Locations**



# **Typical Customer Persona**



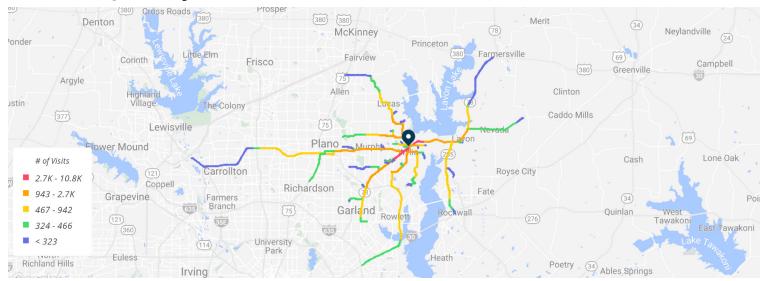
### **Favorite Places**

Place	Customers
1 Olde City Park / N Ballard Ave	7.9K (38.6%)
2 <b>Fb Wylie Event Center</b> / N Ballard Ave	2.8K (13.9%)
3 Downtown Wylie / N Ballard Ave	2.8K (13.6%)
4 Woodbridge Crossing / Fm 544	2.3K (11.1%)
5 Landon Winery Wylie / N. Ballard Ave	2K (9.9%)

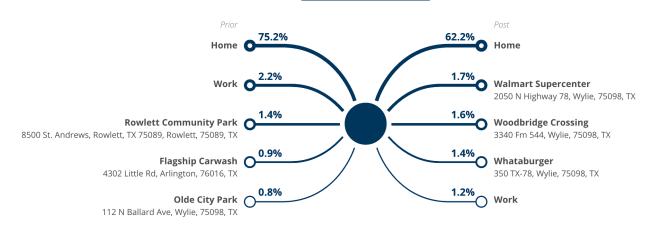


Wylie, Texas • 06.25.2021 - 06.27.2021

### **Customer Journey**



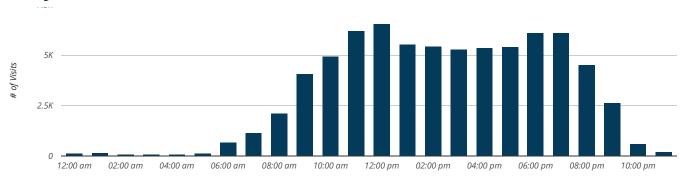
#### Downtown Wylie / Wylie



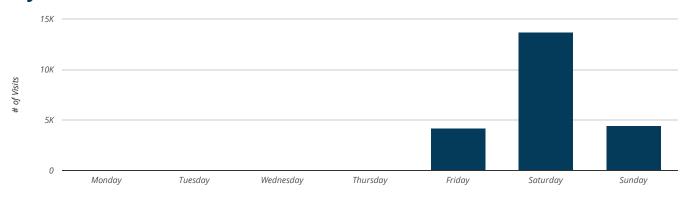


Wylie, Texas • 06.25.2021 - 06.27.2021

# **Hourly Visits**

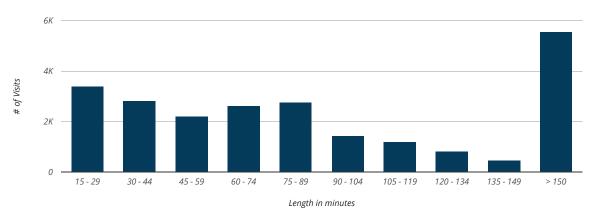


## **Daily Visits**



# **Length of Stay**





Wylie, Texas • 06.25.2021 - 06.27.2021

CITY	STATE	ZIP CODE	% OF CUSTOMERS
Wylie	TX	75098	35.79
Sachse	TX	75048	6.94
Garland	TX	75040	3.69
Plano	TX	75094	3.19
Rowlett	TX	75089	2.22
Nevada	TX	75173	2.10
Garland	TX	75044	2.06
Lavon	TX	75166	2.06
Rowlett	TX	75088	1.73
Plano	TX	75074	1.72
Allen	TX	75002	1.71
Richardson	TX	75082	1.53
Plano	TX	75023	1.39
Rockwall	TX	75087	1.35
Garland	TX	75042	1.18
Royse City	TX	75189	1.09
Hobbs	NM	88240	1.00
Plano	TX	75075	0.96
Farmersville	TX	75442	0.84
Fort Worth	TX	76119	0.82
Mesquite	TX	75150	0.80
Sherman	TX	75090	0.79
Garland	TX	75041	0.77
Dallas	TX	75214	0.77
Arlington	TX	76010	0.77
McKinney	TX	75070	0.72
Garland	TX	75043	0.72
McKinney	TX	75069	0.65
Greenville	TX	75401	0.62
Pensacola	FL	32503	0.61
Richardson	TX	75080	0.57
Rockwall	TX	75032	0.48
Waco	TX	76706	0.44
West Point	NY	10996	0.43
The Colony	TX	75056	0.41

CITY	STATE	ZIP CODE	% OF CUSTOMERS
Weston	CO	81091	0.40
Springfield	VA	22153	0.40
Frisco	TX	75035	0.40
Seagoville	TX	75159	0.39
McKinney	TX	75071	0.38
Plano	TX	75025	0.36
Princeton	TX	75407	0.36
Irving	TX	75062	0.35
Carrollton	TX	75006	0.35
Parsippany	NJ	7054	0.33
Allen	TX	75013	0.32
Forney	TX	75126	0.31
Dallas	TX	75234	0.30
Caddo Mills	TX	75135	0.30
Bloomington	IN	47403	0.30
Dallas	TX	75248	0.30
Victorville	CA	92392	0.29
Dallas	TX	75252	0.29
Mars	PA	16046	0.29
Midland	TX	79701	0.28
Rochester	NH	3867	0.28
Mesquite	TX	75149	0.28
Arlington	TX	76018	0.28
Chandler	AZ	85249	0.27
Manteca	CA	95336	0.27
Denton	TX	76210	0.27
Richardson	TX	75081	0.27
Frisco	TX	75034	0.26
Lockhart	TX	78644	0.25
Fort Worth	TX	76140	0.25
Waldron	AR	72958	0.24
Wolfe City	TX	75496	0.24
Bedford	TX	76021	0.23
Bryan	TX	77807	0.23
San Marcos	TX	78666	0.23

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# Downtown Wylie Mobile Data Survey

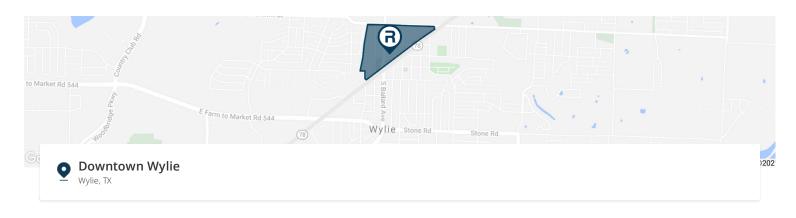
WYLIE, TEXAS

WYLIE, TX

**ECONOMIC DEVELOPMENT CORPORATION** 

Prepared for Wylie Economic Development Corporation 07.01.2020 - 06.30.2021

Wylie, Texas • 07.01.2020 - 06.30.2021



**Metrics** 

Est. # of Customers

Est. # of Visits

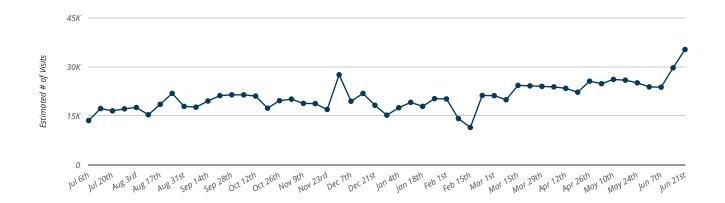
## **Downtown Wylie**

215.2K

1.08M

**Visits Trend** 

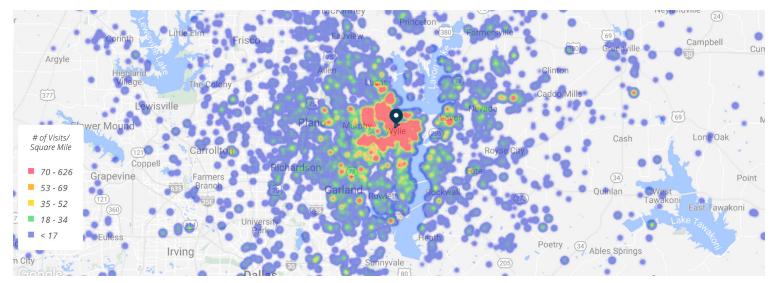
Downtown Wylie / Wylie





Wylie, Texas • 07.01.2020 - 06.30.2021

### **Trade Area - Home Locations**



# **Typical Customer Persona**



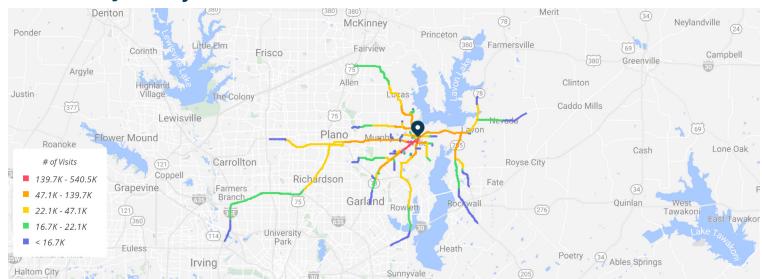
### **Favorite Places**

	Place	Customers
1	Firewheel Town Center / Cedar Sage Dr	120K (55.8%)
2	Woodbridge Crossing / Fm 544	113K (52.5%)
3	Murphy Marketplace / Fm 544	88.3K (41%)
4	The Village at Allen / E Stacy Rd	84.7K (39.4%)
5	Target / W Fm 544	76.3K (35.4%)

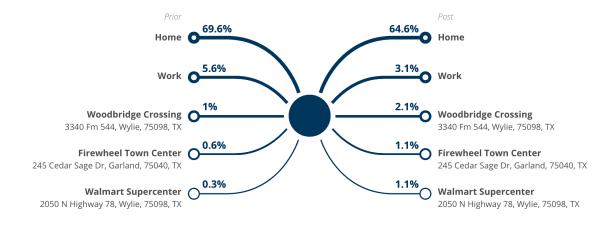


Wylie, Texas • 07.01.2020 - 06.30.2021

### **Customer Journey**



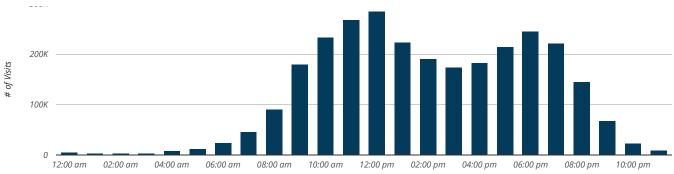
#### Downtown Wylie / Wylie



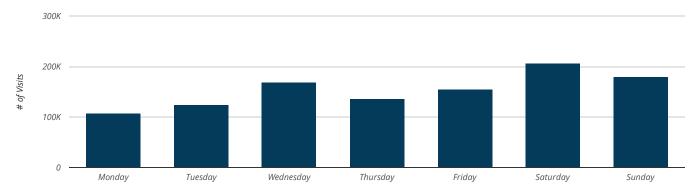


Wylie, Texas • 07.01.2020 - 06.30.2021

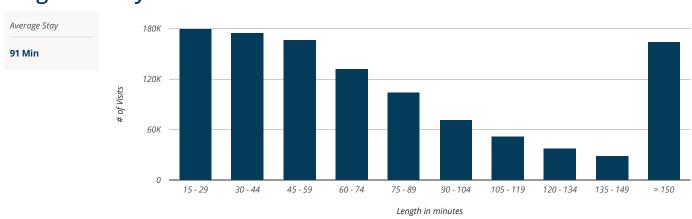
# **Hourly Visits**



## **Daily Visits**



# **Length of Stay**





Wylie, Texas • 07.01.2020 - 06.30.2021

CITY	STATE	ZIP CODE	% OF CUSTOMERS
Wylie	TX	75098	20.82
Sachse	TX	75048	5.90
Plano	TX	75094	3.39
Garland	TX	75040	3.13
Rowlett	TX	75089	2.83
Allen	TX	75002	2.58
Rockwall	TX	75087	2.45
Garland	TX	75044	2.03
Garland	TX	75043	1.94
Plano	TX	75074	1.91
Nevada	TX	75173	1.78
Lavon	TX	75166	1.63
Rowlett	TX	75088	1.50
Royse City	TX	75189	1.21
Farmersville	TX	75442	1.13
Richardson	TX	75082	1.10
Rockwall	TX	75032	1.04
Richardson	TX	75081	0.93
Garland	TX	75041	0.90
McKinney	TX	75069	0.83
Princeton	TX	75407	0.81
Garland	TX	75042	0.81
Plano	TX	75023	0.76
Richardson	TX	75080	0.73
Dallas	TX	75228	0.67
McKinney	TX	75070	0.58
Plano	TX	75075	0.57
Mesquite	TX	75181	0.53
Mesquite	TX	75149	0.53
Mesquite	TX	75150	0.51
Greenville	TX	75401	0.47
Plano	TX	75025	0.39
McKinney	TX	75071	0.39
Dallas	TX	75243	0.37
Dallas	TX	75240	0.35

CITY	STATE	ZIP CODE	% OF CUSTOMERS
Greenville	TX	75402	0.34
Terrell	TX	75160	0.34
Forney	TX	75126	0.32
Allen	TX	75013	0.31
Caddo Mills	TX	75135	0.28
Dallas	TX	75287	0.27
Seagoville	TX	75159	0.26
Balch Springs	TX	75180	0.26
Frisco	TX	75034	0.24
The Colony	TX	75056	0.23
Plano	TX	75093	0.23
Grand Prairie	TX	75052	0.23
Carrollton	TX	75007	0.23
Dallas	TX	75217	0.23
Dallas	TX	75248	0.21
Dallas	TX	75227	0.21
Bonham	TX	75418	0.21
Dallas	TX	75238	0.21
Plano	TX	75024	0.21
Carrollton	TX	75006	0.21
Ruston	LA	71270	0.19
Dallas	TX	75229	0.19
Frisco	TX	75035	0.19
Dallas	TX	75252	0.18
Quinlan	TX	75474	0.18
Fort Worth	TX	76119	0.17
Dallas	TX	75230	0.17
Wills Point	TX	75169	0.17
Dallas	TX	75207	0.17
Celeste	TX	75423	0.17
Dallas	TX	75218	0.16
Anna	TX	75409	0.16
Blue Ridge	TX	75424	0.16
El Paso	TX	79907	0.15
Cleveland	OH	44110	0.15

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# Downtown Expanded Mobile Data Survey

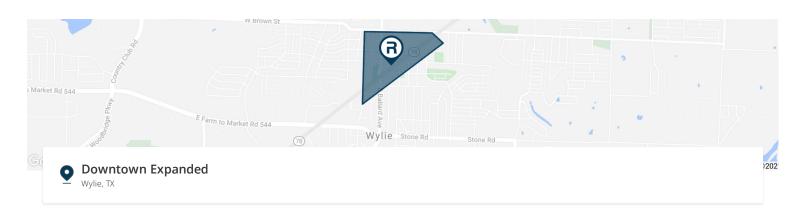
WYLIE, TEXAS

WYLIE, TX

**ECONOMIC DEVELOPMENT CORPORATION** 

Prepared for Wylie Economic Development Corporation 07.01.2020 - 06.30.2021

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**Metrics** 

Est. # of Customers

Est. # of Visits

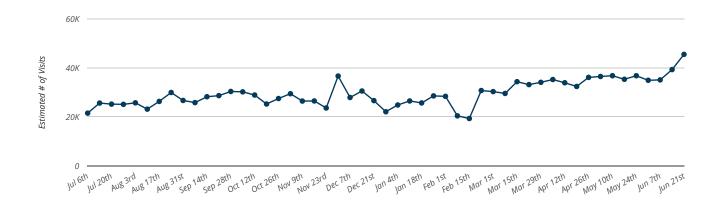
#### **Downtown Expanded**

290.1K

1.54M

#### **Visits Trend**

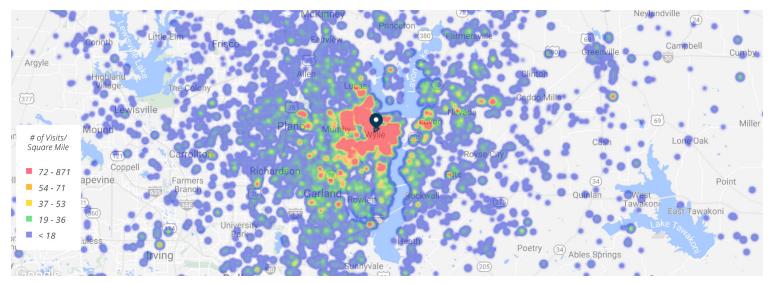
Downtown Expanded / Wylie





Wylie, Texas • 07.01.2020 - 06.30.2021

#### **Trade Area - Home Locations**



### **Typical Customer Persona**



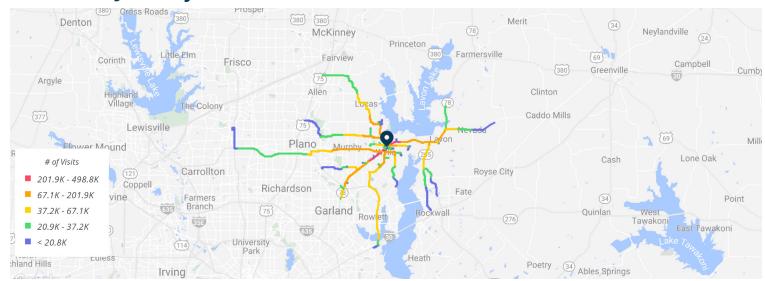
#### **Favorite Places**

P	Place	Customers
1 F	Firewheel Town Center / Cedar Sage Dr	152.5K (52.6%)
2 V	Woodbridge Crossing / Fm 544	142.5K (49.1%)
3 N	Murphy Marketplace / Fm 544	118.5K (40.9%)
4 T	The Village at Allen / E Stacy Rd	102.2K (35.2%)
5 <b>T</b>	Target / W Fm 544	90.1K (31.1%)

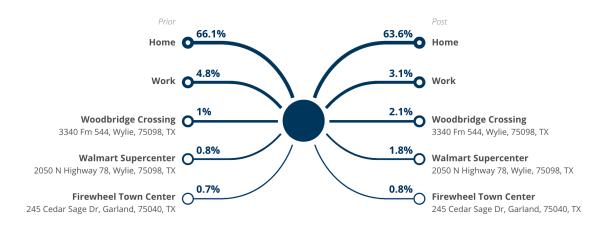


Wylie, Texas • 07.01.2020 - 06.30.2021

#### **Customer Journey**



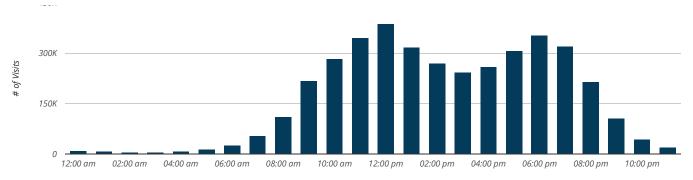
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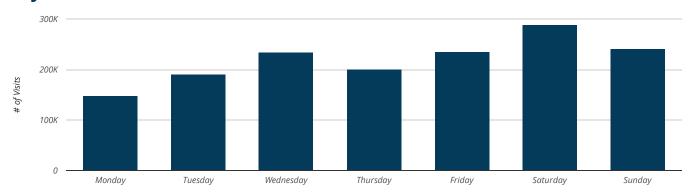


Wylie, Texas • 07.01.2020 - 06.30.2021

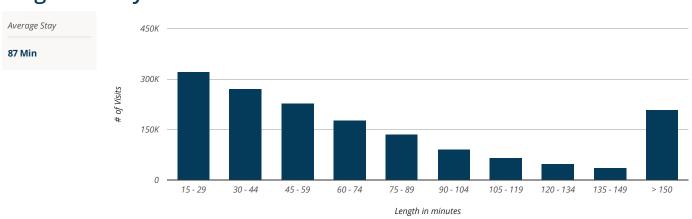
### **Hourly Visits**



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### **Length of Stay**





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CITY	STATE	ZIP CODE	% OF CUSTOMERS
Wylie	TX	75098	18.20
Sachse	TX	75048	5.45
Garland	TX	75040	3.29
Plano	TX	75094	2.87
Rowlett	TX	75089	2.66
Rockwall	TX	75087	2.46
Allen	TX	75002	2.46
Plano	TX	75074	2.15
Garland	TX	75043	2.07
Garland	TX	75044	2.00
Nevada	TX	75173	1.77
Rowlett	TX	75088	1.46
Lavon	TX	75166	1.46
Royse City	TX	75189	1.32
Farmersville	TX	75442	1.25
Rockwall	TX	75032	1.02
Garland	TX	75041	1.00
Princeton	TX	75407	0.98
Richardson	TX	75082	0.94
Dallas	TX	75228	0.93
Garland	TX	75042	0.91
Richardson	TX	75081	0.91
McKinney	TX	75069	0.86
Plano	TX	75023	0.81
Mesquite	TX	75150	0.79
Richardson	TX	75080	0.68
Mesquite	TX	75149	0.63
McKinney	TX	75070	0.60
Desoto	TX	75115	0.60
Dallas	TX	75217	0.57
Greenville	TX	75401	0.53
Plano	TX	75075	0.51
Forney	TX	75126	0.50
Dallas	TX	75243	0.44
Greenville	TX	75402	0.39

CITY	STATE	ZIP CODE	% OF CUSTOMERS
McKinney	TX	75071	0.38
Dallas	TX	75287	0.37
Plano	TX	75025	0.35
Terrell	TX	75160	0.35
Dallas	TX	75227	0.34
Caddo Mills	TX	75135	0.33
Dallas	TX	75231	0.29
Dallas	TX	75240	0.29
Seagoville	TX	75159	0.29
Quinlan	TX	75474	0.28
Allen	TX	75013	0.28
Bonham	TX	75418	0.26
Carrollton	TX	75006	0.26
Dallas	TX	75248	0.25
Frisco	TX	75035	0.24
Balch Springs	TX	75180	0.24
Frisco	TX	75034	0.24
Carrollton	TX	75007	0.23
Mesquite	TX	75181	0.23
Plano	TX	75093	0.21
Arlington	TX	76010	0.21
The Colony	TX	75056	0.21
Celeste	TX	75423	0.20
Dallas	TX	75211	0.19
Dallas	TX	75230	0.19
Lewisville	TX	75067	0.18
Wills Point	TX	75169	0.18
Blue Ridge	TX	75424	0.17
Grand Prairie	TX	75052	0.17
Dallas	TX	75238	0.17
Plano	TX	75024	0.17
Dallas	TX	75229	0.16
Dallas	TX	75220	0.16
Commerce	TX	75428	0.16
Dallas	TX	75218	0.16

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W	/vI	lie

	13	14	15	16	17	18	19	20	21
Jan	18	14	46	9	15	41	28	45	47
Feb	14	20	31	4	36	54	27	30	21
Mar	17	30	31	43	33	61	26	45	52
Apr	38	10	57	41	70	49	37	52	27
May	22	26	68	101	45	48	40	30	62
Jun	11	9	57	58	98	47	33	7	24
Jul	18	29	36	34	60	63	56	35	
Aug	19	19	30	25	11	50	37	47	
Sep	8	17	24	18	46	23	37	25	
Oct	30	21	32	26	33	45	27	26	
Nov	18	20	33	11	42	34	28	24	
Dec	23	65	38	39	18	16	33	35	
TOTAL	236	280	483	409	507	531	409	401	233

#### Murphy

	,								
	13	14	15	16	17	18	19	20	21
Jan	26	13	1	12	5	0	0	8	0
Feb	4	5	5	4	2	6	0	3	0
Mar	6	8	4	5	4	0	3	12	0
Apr	23	1	3	8	1	0	24	3	0
May	7	7	2	2	0	0	10	0	0
Jun	15	6	7	4	0	0	4	3	0
Jul	7	22	4	2	8	1	10	2	
Aug	15	16	2	21	0	0	4	6	
Sep	10	3	3	6	0	0	2	0	
Oct	16	4	0	2	0	0	4	0	
Nov	5	5	2	6	0	1	5	0	
Dec	15	4	0	1	1	5	9	0	
TOTAL	149	94	33	73	21	13	75	37	0

#### Lavon

	13	14	15	16	17	18	19	20	21
Jan	5	4	6	2	12	2	3	1	28
Feb	5	11	6	5	1	7	0	15	35
Mar	3	17	8	3	0	1	1	1	44
Apr	24	7	11	1	1	17	0	12	62
May	9	17	4	4	11	7	0	0	43
Jun	5	12	5	1	7	15	0	10	25
Jul	1	14	12	1	1	11	0	18	
Aug	3	1	5	0	12	0	0	34	
Sep	6	2	7	0	5	9	0	28	
Oct	1	9	5	0	0	7	2	71	
Nov	2	1	2	0	14	3	0	36	
Dec	4	5	6	0	40	0	30	44	
TOTAL	68	100	77	17	104	79	36	270	237

#### Sachse

	13	14	15	16	17	18	19	20	21
Jan	13	18	14	16	4	15	6	8	66
Feb	8	29	17	31	15	9	5	10	23
Mar	1	13	24	31	23	5	4	3	48
Apr	13	17	12	24	15	2	1	4	37
May	10	21	6	21	15	9	4	0	47
Jun	14	16	38	25	14	3	1	8	40
Jul	15	30	12	22	17	4	4	9	
Aug	10	29	41	32	8	6	6	4	
Sep	17	23	27	20	3	2	2	17	
Oct	25	18	31	29	10	6	4	39	
Nov	12	27	26	12	6	6	3	35	
Dec	11	39	12	11	2	3	5	24	
TOTAL	149	280	260	274	132	70	45	161	261

#### Inspiration

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
16	10	19	11	9	7	13	40	8	14	13	18	2	164
17	10	12	26	29	18	30	16	17	20	14	19	18	229
18	30	27	29	24	23	35	18	13	8	14	31	9	261
19	4	9	15	16	5	5	5	11	16	30	4	15	135
20	18	17	20	34	13	19	33	31	27	25	7	22	266
21	20	8	18	7	3	10							66

# Wylie Economic Development Corporation Inventory Subledger (Land) June 30, 2021

	Property	Purchase Date	Address	Acreage	Improveme	ents		Cost Basis	Sub-totals
Cooper St.	McMasters	7/12/05	709 Cooper	0.4750	\$ -	n/a	\$	202,045.00	
-	Heath	12/28/05	706 Cooper	0.4640	\$ 32,005.00	3,625	\$	186,934.22	
	Perry	9/13/06	707 Cooper	0.4910	\$ -	Demo	\$	200,224.00	
	Bowland/Anderson	10/9/07	Cooper Dr.	0.3720	\$ -	n/a	\$	106,418.50	
	Duel Products	9/7/12	704 Cooper Dr.	0.5000	\$ -	n/a	\$	127,452.03	
	Randack	10/23/12	711-713 Cooper Dr.	1.0890	\$ 217,500.00	8,880	\$	400,334.00	
	Lot 2R3	7/24/14	Cooper Dr.	0.9500	\$ -	n/a	\$	29,056.00	\$ 1,252,463.75
Industrial Ct.	Jarrard	12/22/16	201 Industrial Ct	0.2900	\$ 32,893.00	Demo	\$	300,493.00	\$ 300,493.00
Regency Dr.	Regency Pk.	6/4/10	25 Steel Road	0.6502	\$ -	n/a	\$	25,170.77	\$ 25,170.77
Commerce Dr.	Hobart Investments	11/12/13	Commerce	1.6000	\$ -	n/a	\$	156,819.50	
	Hobart	1/6/14	605 Commerce	1.0650	\$ 396,263.00	20,000	\$	386,380.00	
	Dallas Whirlpools	11/22/16	900-908 Kirby	4.7900	\$ 128,925.00	9,000	\$	2,182,080.30	\$ 2,725,279.80
Downtown	Heath	3/17/14	104 N. Jackson	0.1720	\$ -	Demo	\$	220,034.00	
	Udoh	2/12/14	109 Marble	0.1700	\$ _	n/a	\$	70,330.00	
	Peddicord	12/12/14	100 W. Oak St	0.3481	\$ 155,984.00	4,444	\$	486,032.00	
	City Lot	12/12/14	108/110 Jackson	0.3479	\$ · -	n/a			
	Jones (K&M)	9/3/15	106 N. Birmingham	0.2100	\$ 42,314.00	4,125	\$	190,596.10	
	FBC Lot	6/15/16	111 N. Ballard St	0.2000	\$ · -	n/a	\$	150,964.00	
	FFA Village	1/7/18	102. N. Birmingham	0.1700	\$ 35,390.00	Demo	\$	99,804.00	\$ 1,217,760.10
Alanis Dr.	White Property	12/12/14	Alanis	6.6328	\$ -	n/a	\$	420,336.00	\$ 420,336.00
South Ballard	Birmingham Trust	6/3/15	505 - 607 S. Ballard	1.1190	\$ -	n/a	\$	409,390.00	
	Murphy	3/7/19	701 S. Ballard	0.2000	\$ 115,724.00	1,312	\$	172,487.04	
	Braley	7/22/19	503 S. Ballard	0.2558	\$ 50,762.00	Demo	\$	177,397.96	\$ 759,275.00
Squire Dr.	Gallagher	3/14/18	Squire-lot 2-4	2.6720	\$ 100,404.00	6,000	\$	573,844.35	\$ 573,844.35
Brown & 78	Turner	12/5/18	504 E. Brown	1.0220	\$ 84,077.00	Demo	\$	308,179.81	
	Wallace	12/18/18	502 E. Brown	0.1870	\$ 24,637.00	680	\$	204,775.00	
	Karan	12/28/18	300 E. Brown	2.3866	\$ -	0	\$	1,250,391.20	
	O'Donald	1/7/19	410 E. Brown	0.1870	\$ 64,421.00	940	\$	177,043.75	
	Weatherford	2/12/19	303 Marble	2.1740	\$ -	0	\$	757,488.00	
	Brothers JV	2/26/19	306 & 308 N. 2nd Street	0.3770	\$ -	n/a	\$	145,923.04	
	Pulliam	2/27/19	300 N. 2nd Street	0.2570	\$ 122,764.00	1,364	\$	218,472.20	
	Swayze	4/18/19	208 N. 2nd Street	0.2580	\$ 73,313.00	Demo	\$	187,501.40	
	Swayze	5/9/19	204 N. 2nd Street	0.2580	\$ 121,781.00	Demo	\$	187,658.20	
	Kreymer	10/9/19	302 N. 2nd Street	0.1290	\$ 72,609.00	1,386	\$	187,941.76	
	KCS	11/22/19	Hwy 78 Frontage	2.5363	\$ -	0	\$	674,110.20	
	City of Wylie	5/14/20	ROW Purchase/Alleys	1.8800	\$ -	0	\$	81,713.00	
	Collin County	5/7/20	SWC Hwy 78 & Marble	0.3590	\$ -	0	\$	75,964.20	
	Collin County	5/7/20	414 S. 2nd Street (NWC Hwy 78 8	1.2260	\$ -	0	\$	296,152.20	
	TxDOT	2/21/21	SWC Hwy 78 & Brown	0.2209	\$ -	0	\$	78,540.00	\$ 4,831,853.96
			Total	38.6916	\$ 1,871,766.00	61,756	3 \$	12,106,476.73	\$ 12,106,476.73



2021 June			Board Meeting – 16 <sup>th</sup>
Day	Time	Meeting/Event	
<u>7-8</u>		IEDC Economic Future Forum — Spokane	
8	6:00 pm	City Council	
9-10		TEDC Mid-Year Conference- Frisco	
16	8:30 am	WEDC- Board Meeting	
<u>17</u>	10 am-3 pm	North Central Texas Career Fair (virtual)	
19-23		IAMC Spring Professional Forum- Ft. Worth - jg	
22	5:30 pm	Reception for Outgoing Board/Commission Members- City Hall	
22	6:00 pm	City Council	
23	4:30 pm	Orthopaedic Specialists of Wylie- Ribbon Cutting	
26		Bluegrass on Ballard	
29	11:30 am	Wylie Chamber of Commerce – Monthly Luncheon	

2021 July			Board Meeting – 21st
Day	Time	Meeting/Event	
4	Sunday	4 <sup>th</sup> of July Independence Day	
5	CLOSED	Observance of 4th of July Independence Day	
8	8:30 am	Special-Called WEDC Meeting (Budget Wrap-Up)	
13		Bisnow – The Evolution of DFW Office - jg	
13	6:00 pm	City Council- WEDC Budget Work Session with Council	
21	8:30 am	WEDC- Board Meeting	
26	11:30 am	Wylie Chamber of Commerce- New Teacher Luncheon	
27	6:00 pm	City Council- FINAL Budget Work Session	

2021 August			Board Meeting – 18 <sup>th</sup>
Day	Time	Meeting/Event	
10		City Council	
12-13		IEDC Economic Development Strategic Planning- jg	
13-27	Virtual	TEDC Sales Tax Training- rh	
<u> 15-17</u>		SEDC Annual Conference – Tampa, FL	
18	8:30 am	WEDC- Board Meeting	
24	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon	
24	6:00 pm	City Council	

#### **Around the Corner...**

- KCS SPC Event September 1-2, Kansas City
- Retail Live! South Central September 2, Austin
- TEDC Sales Tax Training- September 17, Garland mw, jg. Board?
- Wylie Championship Rodeo- September 17-18
- Manufacturing Day Proclamation September 28
- Manufacturing Day October 1
- IAMC Professional Forum October 2-6, Kansas City, MO jg
- IEDC Annual Conference October 3-6, Nashville
- TEDC Annual Conference October 13-15, Fort Worth jg
- TEDC Basic Economic Development Course October 26-29, Fort Worth Board?
- CSEF Conference October 28-29, San Diego
- TDA Conference November 2-6, Denton
- CDFA Conference November 3-5, Denver
- ICSC- Here, We Go. 2021- December 5-7, Las Vegas Convention Center



#### Basic Economic Development Course Schedule October 26-29, 2021

Embassy Suites 600 Commerce St. Ft. Worth, TX 76102 817.332.6900

		817.332.6900	
Tuesday, October 26	Wednesday, October 27	Thursday, October 28	Friday, October 29
8:00 – 8:30 a.m. Registration	7:30 – 8:00 a.m. Breakfast Provided – Classroom	7:30 – 8:00 a.m. Breakfast Provided – Classroom	7:30 — 8:00 a.m. Breakfast Provided — Classroom
8:30 – 9:45 a.m. Welcome / Orientation Lisa Mutchler & Pat Jamison	8:00 – 10:00 a.m. Business Attraction & Marketing Mark Thomas	8:00 - 10:00 a.m. Business Finance & Capital Market Programs Russell Gallahan	8:00 – 10:00 a.m. Managing EDO'S Danny Booth, Adrian Cannady, Scott Martinez
9:45 — 10:00 a.m. Break	10:00 – 10:15 a.m. Break	10:00 — 10:15 a.m. Break	10:00 - 10:15 a.m. Break 10:15 - 11:00 a.m.
10:00 - 11:30 a.m. Introduction to Economic Development Alysia Cook	10:15 – 12:15 p.m. Business Retention & Expansion Stefanie Wagoner	10:15 – 12:15 p.m. Workforce Development Brandi Harrison-Trotter	Retail & Economic Development Aaron Farmer
7yolu cock	Sterame wagener		11:15 - 12:00 ED Trends - Discussion Tom Stellman
			12:00 - 12:45 p.m. Course Evaluation, Graduation and Closing
11:30 – 12:45 P.M.	12:15 – 1:30 P.M.	12:15 – 1:30 P.M.	Home Sweet Home!
12:45 – 2:45 p.m. Community Development Alysia Cook	1:30 – 3:30 p.m. Strategic Planning Karen Dickson	1:30 – 3:30 p.m. Real Estate Dev & Reuse Eric Davis	
2:45 – 3:00 p.m. Break	3:30 – 3:45 p.m. Break	3:30 – 3:45 p.m. Break	
3:00 – 5:00 p.m. Analyze & Profile a Community John Karras	3:45 – 5:45 p.m. Entrepreneur & Small Business Development David Summers	3:45 – 5:45 p.m. Ethics & Economic Development Fred Welch	
6:30 p.m.  Dinner on your own or group for those interested in eating together ©	6:30 p.m.  BEDC Networking  Reception ~ TBD	6:30 pm Dinner on your own or group for those interested in eating together ©	

06.16.2021



