

Wylie Economic Development Corporation

Board Regular Meeting

July 20, 2022 – 8:30 AM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider and act upon approval of Minutes from the July 12, 2022 Special Called Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the June 2022 WEDC Treasurer's Report.

REGULAR AGENDA

- 1. Consider and act upon issues surrounding the Election of Officers for the WEDC Board of Directors for 2022-2023.
- 2. Consider and act upon the establishment of a Regular Meeting Date and Time for the WEDC Board of Directors for 2022-2023.
- 3. Consider and act upon a Listing Agreement between WEDC and Segovia Retail Group.
- 4. Consider and act upon a Master Agreement between WEDC and Kimley-Horn and Associates, Inc.
- 5. Consider and act upon a Professional Services Proposal between WEDC and David Pettit Economic Development, LLC.
- 6. Consider and act upon the approval of the FY 2022-2023 WEDC Budget.

DISCUSSION ITEMS

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

EXECUTIVE SESSION

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

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

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

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES2. Evaluation of WEDC Staff.

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

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2020-11b, 2021-2d, 2021-4a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2022-1a, and 2022-7a.

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 15, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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
 July 12, 2022 – 8:30 A.M.
 WEDC Offices – Conference Room
 250 S Hwy 78 – Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the meeting to order at 8:31 a.m. Board Members present were Tim Gilchrist and Blake Brininstool. Board Member Melisa Whitehead arrived at 8:35 a.m.

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

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

Government Capital Corporation Representatives present included Stewart Shirey and Kevin Lerner.

INVOCATION & PLEDGE OF ALLEGIANCE

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

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

A. Consider and act upon approval of Minutes from the June 15, 2022 Regular Meeting of the WEDC Board of Directors.

President Dawkins removed Item A from Consent Agenda and moved it to Regular Agenda at the request of staff.

REGULAR AGENDA

1. Consider and act upon Resolution 2022-01(R) between the WEDC and Government Capital Corporation.

Staff Comments

Staff discussed the process of borrowing funds to finance the costs of construction for improvements to City infrastructure in order to promote economic development in the City of Wylie. Approval of Resolution 2022-01(R) authorizes the borrowing of funds for a loan in the principal amount of \$8,108,000. If approved, the resolution will be presented to council on July 12, 2022 for ratification, with funding anticipated by July 20, 2022. Staff noted that proceeds from the loan are required to be

used specifically for public improvements. The Board inquired about prepayment of the Series 2022 Note. Government Capital representatives Kevin Lerner and Stewart Shirey advised the Board that the note will be eligible for prepayment after the 60th payment and discussed the benefits of a public note. The Board inquired as to if the use of funds would be limited to infrastructure specifically called out in the loan agreement. Government Capital advised that the use of funds would be eligible for any public improvements project, as permitted under the act. Staff discussed the numerous infrastructure projects necessary to promote economic development that could be funded directly or through infrastructure reimbursements from performance agreements.

Board Action

A motion was made by Blake Brininstool, seconded by Tim Gilchrist, to approve Resolution 2022-01(R) between the WEDC and Government Capital Corporation. A vote was taken, and the motion passed 4-0.

2. Consider and act upon a Residential Real Estate Agreement between the WEDC and Hanif Parupia & Zahida Parupia.

Staff Comments

Staff reviewed the real estate contract for purchase of 200 W Brown and noted the adjacent properties already acquired by WEDC.

Board Action

A motion was made by Tim Gilchrist, seconded by Melisa Whitehead, to approve a Residential Real Estate Agreement between the WEDC and Hanif Parupia & Zahida Parupia and authorize the purchase of 200 W Brown in the amount of \$157,500 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 4-0.

President Dawkins moved to Consent Agenda Item A.

A. Consider and act upon approval of Minutes from the June 15, 2022 Regular Meeting of the WEDC Board of Directors.

Staff Comments

Staff noted that the adjournment time for the June 15, 2022 meeting would need to be updated to reflect the accurate time.

Board Action

A motion was made by Blake Brininstool, seconded by Tim Gilchrist, to approve Item A as corrected. A vote was taken, and the motion passed 4-0.

DISCUSSION ITEMS

DS1. Discuss issues surrounding the FY 2022-2023 WEDC Budget.

Staff Comments

Staff discussed the FY 22-23 Budget and noted that there had been no changes to the WEDC Narrative for the current FY other than the addition of one employee. Staff highlighted the projected ending revenue balance of \$23.32 MM, which includes the proceeds from the Series 2022 Note. The projected expenses for the remainder of the FY were reviewed, resulting in a projected beginning fund balance of

\$9.82 MM for FY 22-23. Personnel Services anticipates a 2% cost of living increase and the potential for up to 3% merit increase. The most notable change to Operating Expenses can be found in Special Services. Working with the finance department, staff has reclassified the WEDC Expenses in Infrastructure Projects (Streets & Alleys) to the Special Services. These expenses have always been accounted for in Capital Outlay, however, since the WEDC does not maintain ownership of the street, alley, water, sewer, or natural gas lines, they have been moved to Special Services. The Special Services Account has been split into three sub-categories to more adequately track the taxable vs. non-tax nature of these expenses for reporting purposes due to the Series 2022 Note in the amount of \$8.1MM. Staff will track all expenses funded by the Series 2022 Note to ensure compliance regarding use of funds for public infrastructure. Funds have been reserved for the 544 Gateway Property, Wylie Logistics Park and several other projects resulting from Executive Session within Incentives, which may or may not be utilized in the form of infrastructure reimbursements. Based on Executive Session, staff has allocated \$2 MM for land purchase. Revenues for FY 23 are estimated at \$8.18 MM and Expenses for FY23 are estimated at \$16.14 MM. Staff estimates at FY 23 ending fund balance of \$1.85 MM. Staff noted that the ending fund balance for FY 23 could increase dependent upon Board direction and project completion.

EXECUTIVE SESSION

Recessed into Closed Session at 9:01 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

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

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

ES2. Evaluation of WEDC Staff.

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: 2020-11b, 2021-2d, 2021-4a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2022-1a, and 2022-7a.

RECONVENE INTO OPEN SESSION

Take any action as a result of the Executive Session.

President Dawkins reconvened into Open Session at 9:09 a.m.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

WEDC – Minutes
July 12, 2022
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With no further business, President Dawkins adjourned the WEDC Board meeting at 9:09 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

AGENDA REPORT

Meeting Date:	July 20, 2022	Item Number:	B
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	7/15/22	Exhibits:	5

Subject

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

Recommendation

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

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

BUDGET TRANSFERS:

\$6,758.00	Furniture/Fixtures	Increase for chair replacement delayed due to supply chain issues.
\$2,405,243.00	Special Services	Increase due to reallocation of expenses from Capital to Special Svcs.
\$13,000.00	Dues/Subscriptions	Increase due to unanticipated dues/subscriptions related to technology, etc.
(\$2,425,000.00)	Streets/Alleys	Decrease due to reallocation of expenses from Capital to Special Services.

REVENUES:

Sales Tax Revenue earned in April allocated in June, was \$343,371.26, an increase of 18.16% over the same period in 2021.

\$250,106.92 Sale of 201 Industrial Court

EXPENSES:

Incentives

\$20,000.00 North Dallas Wylie Land Investors- Incentive #2 of 4
 \$5,000.00 Luv-Ros Holdings- Incentive 1 of up to 2

Engineering/Architecture

\$3,500.00 Boundary Solutions – TOPO Survey
 \$18,200.00 Kimley-Horn- Flood Study Alanis
 \$3,830.00 Cardinal Strategies- Hooper/Steel Flood Study

Budget Report

Account Summary

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	3,789,966.00	3,789,966.00	343,371.26	2,323,613.13	-1,466,352.87	38.69 %
Category: 400 - Taxes Total:		3,789,966.00	3,789,966.00	343,371.26	2,323,613.13	-1,466,352.87	38.69%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	877.84	2,564.89	-3,435.11	57.25 %
Category: 460 - Interest Income Total:		6,000.00	6,000.00	877.84	2,564.89	-3,435.11	57.25%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	132,240.00	132,240.00	10,855.00	97,110.00	-35,130.00	26.57 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	500.00	1,544.96	1,544.96	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	-50,386.08	-70,386.08	-2,671,502.08	102.71 %
Category: 480 - Miscellaneous Income Total:		2,733,356.00	2,733,356.00	-39,031.08	28,268.88	-2,705,087.12	98.97%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00 %
Category: 490 - Transfers In & Other Financing Sources Total:		0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00%
Revenue Total:		6,529,322.00	14,637,322.00	305,218.02	10,462,446.90	-4,174,875.10	28.52%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	286,558.00	286,558.00	24,143.82	191,546.28	95,011.72	33.16 %
111-5611-51140	LONGEVITY PAY	729.00	729.00	0.00	724.00	5.00	0.69 %
111-5611-51310	TMRS	44,530.00	44,530.00	3,565.05	29,732.82	14,797.18	33.23 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,836.94	27,651.62	21,652.38	43.92 %
111-5611-51420	LONG-TERM DISABILITY	1,707.00	1,707.00	0.00	357.36	1,349.64	79.07 %
111-5611-51440	FICA	18,623.00	18,623.00	1,398.11	10,917.21	7,705.79	41.38 %
111-5611-51450	MEDICARE	4,355.00	4,355.00	326.98	2,553.17	1,801.83	41.37 %
111-5611-51470	WORKERS COMP PREMIUM	378.00	390.56	0.00	390.55	0.01	0.00 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	4.59	33.85	1,046.15	96.87 %
Category: 510 - Personnel Services Total:		407,264.00	407,276.56	33,275.49	263,906.86	143,369.70	35.20%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	917.76	3,493.81	1,506.19	30.12 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	0.00	71.70	228.30	76.10 %
111-5611-52810	FOOD SUPPLIES	6,100.00	6,100.00	210.84	2,865.33	3,234.67	53.03 %
Category: 520 - Supplies Total:		11,400.00	11,400.00	1,128.60	6,430.84	4,969.16	43.59%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	9,258.00	1,389.00	8,958.50	299.50	3.24 %
111-5611-54810	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	1,399.99	2,149.99	3,350.01	60.91 %
Category: 540 - Materials for Maintenance Total:		8,000.00	14,758.00	2,788.99	11,108.49	3,649.51	24.73%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,043,973.00	1,043,973.00	25,000.00	229,795.05	814,177.95	77.99 %
111-5611-56040	SPECIAL SERVICES	118,156.00	4,367,739.00	9,914.32	1,857,653.79	2,510,085.21	57.47 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	1,850.00	49,687.23	79,412.77	61.51 %
111-5611-56090	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	4,040.96	27,987.50	24,062.50	46.23 %
111-5611-56110	COMMUNICATIONS	6,400.00	6,400.00	383.93	3,690.54	2,709.46	42.34 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	20,250.00	6,750.00	25.00 %
111-5611-56210	TRAVEL & TRAINING	74,600.00	74,600.00	6,475.67	44,884.09	29,715.91	39.83 %
111-5611-56250	DUES & SUBSCRIPTIONS	39,810.00	52,810.00	2,696.41	49,917.62	2,892.38	5.48 %
111-5611-56310	INSURANCE	6,303.00	6,303.00	0.00	5,458.01	844.99	13.41 %
111-5611-56510	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	2,402.50	13,970.50	19,029.50	57.67 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	189,300.00	37,071.25	118,802.55	70,497.45	37.24 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 06/30/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56610 UTILITIES-ELECTRIC	2,400.00	2,400.00	179.52	1,314.44	1,085.56	45.23 %
Category: 560 - Contractual Services Total:	1,620,292.00	5,984,675.00	92,264.56	2,423,411.32	3,561,263.68	59.51%
Category: 570 - Debt Service & Capital Replacement						
111-5611-57410 PRINCIPAL PAYMENT	694,127.33	5,403,249.03	26,437.04	4,920,886.84	482,362.19	8.93 %
111-5611-57415 INTEREST EXPENSE	315,135.79	326,452.12	23,611.96	203,052.34	123,399.78	37.80 %
Category: 570 - Debt Service & Capital Replacement Total:	1,009,263.12	5,729,701.15	50,049.00	5,123,939.18	605,761.97	10.57%
Category: 580 - Capital Outlay						
111-5611-58110 LAND-PURCHASE PRICE	0.00	3,983,392.59	0.00	3,894,644.85	88,747.74	2.23 %
111-5611-58210 STREETS & ALLEYS	2,175,000.00	0.00	0.00	59,475.90	-59,475.90	0.00 %
111-5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-3,895,266.34	3,895,266.34	0.00 %
Category: 580 - Capital Outlay Total:	2,175,000.00	3,983,392.59	0.00	58,854.41	3,924,538.18	98.52%
Expense Total:	5,231,219.12	16,131,203.30	179,506.64	7,887,651.10	8,243,552.20	51.10%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	-1,493,881.30	125,711.38	2,574,795.80	4,068,677.10	272.36%
Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	125,711.38	2,574,795.80	4,068,677.10	272.36%

Budget Report

For Fiscal: 2021-2022 Period Ending: 06/30/2022

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	3,789,966.00	3,789,966.00	343,371.26	2,323,613.13	-1,466,352.87	38.69%
460 - Interest Income	6,000.00	6,000.00	877.84	2,564.89	-3,435.11	57.25%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	-39,031.08	28,268.88	-2,705,087.12	98.97%
490 - Transfers In & Other Financing Sources	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00%
Revenue Total:	6,529,322.00	14,637,322.00	305,218.02	10,462,446.90	-4,174,875.10	28.52%
Expense						
510 - Personnel Services	407,264.00	407,276.56	33,275.49	263,906.86	143,369.70	35.20%
520 - Supplies	11,400.00	11,400.00	1,128.60	6,430.84	4,969.16	43.59%
540 - Materials for Maintenance	8,000.00	14,758.00	2,788.99	11,108.49	3,649.51	24.73%
560 - Contractual Services	1,620,292.00	5,984,675.00	92,264.56	2,423,411.32	3,561,263.68	59.51%
570 - Debt Service & Capital Replacement	1,009,263.12	5,729,701.15	50,049.00	5,123,939.18	605,761.97	10.57%
580 - Capital Outlay	2,175,000.00	3,983,392.59	0.00	58,854.41	3,924,538.18	98.52%
Expense Total:	5,231,219.12	16,131,203.30	179,506.64	7,887,651.10	8,243,552.20	51.10%
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Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	125,711.38	2,574,795.80	4,068,677.10	272.36%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	-1,493,881.30	125,711.38	2,574,795.80	4,068,677.10
Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	125,711.38	2,574,795.80	4,068,677.10

Wylie Economic Development Corporation
Statement of Net Position
As of June 30, 2022

Assets

Cash and cash equivalents	\$ 2,614,644.05	
Receivables	\$ 40,000.00	Note 1
Inventories	\$ 16,030,043.04	
Prepaid Items	\$ -	
Total Assets	\$ 18,684,687.09	

Deferred Outflows of Resources

Pensions	\$ 75,630.55	
Total deferred outflows of resources	\$ 75,630.55	

Liabilities

Accounts Payable and other current liabilities	\$ 12,889.24	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 121,690.25	Note 3
Due in more than one year	\$ 8,187,633.93	
Total Liabilities	\$ 8,323,413.42	

Deferred Inflows of Resources

Pensions	\$ (45,385.41)	
Total deferred inflows of resources	\$ (45,385.41)	

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 10,391,518.81	
Total Net Position	\$ 10,391,518.81	

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

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 06/30/2022

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	2,612,644.05
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	40,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,030,043.04
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	753,867.00
	Total Assets:	19,438,554.09
		<u>19,438,554.09</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	5,468.03
111-2000-20117	TMRS PAYABLE	0.00
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	7,312.32
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	6.87
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	90.02
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	753,867.00
111-2000-20810	DUE TO GENERAL FUND	0.00

As Of 06/30/2022

Balance Sheet

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
	Total Liability:	767,956.24

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	16,095,802.05
	Total Beginning Equity:	16,095,802.05
Total Revenue		10,462,446.90
Total Expense		7,887,651.10
Revenues Over/Under Expenses		2,574,795.80
	Total Equity and Current Surplus (Deficit):	18,670,597.85

Total Liabilities, Equity and Current Surplus (Deficit): **19,438,554.09**

As Of 06/30/2022

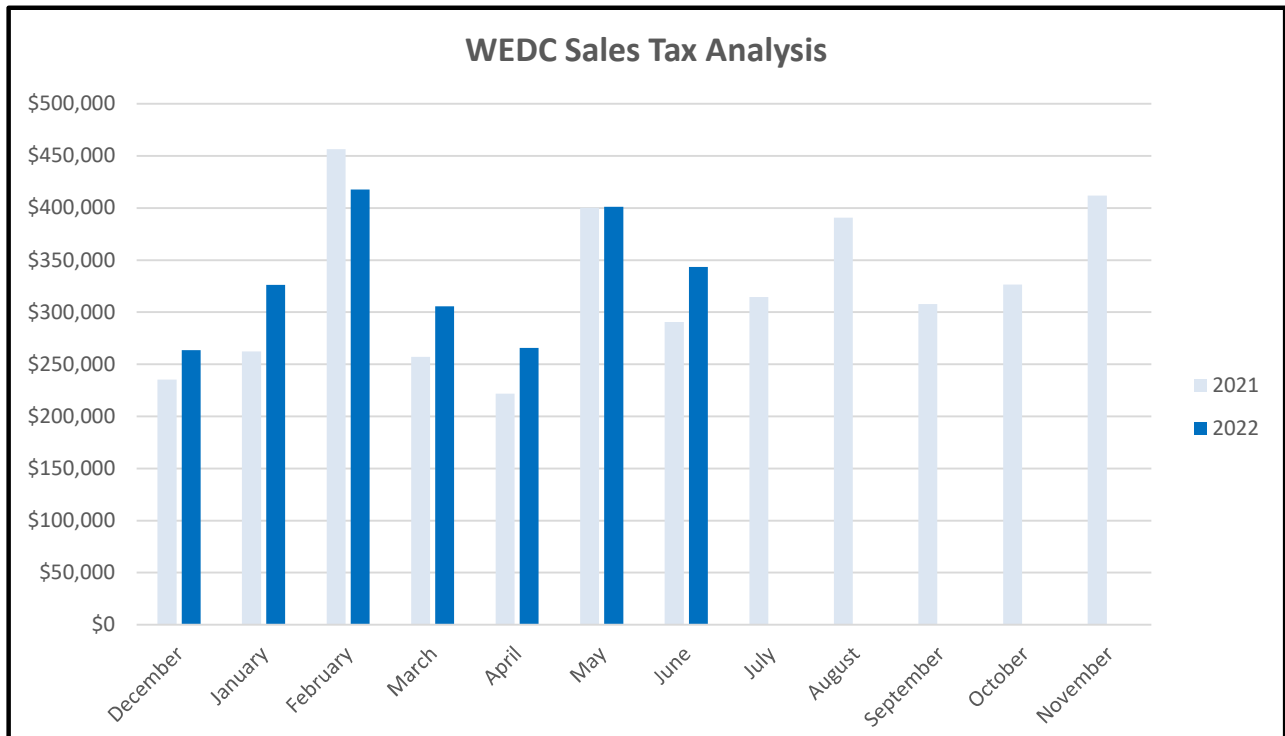
Balance Sheet

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
922-1000-10312	GOVERNMENT NOTES	0.00
922-1000-18110	LOAN - WEDC	0.00
922-1000-18120	LOAN - BIRMINGHAM	0.00
922-1000-18210	AMOUNT TO BE PROVIDED	0.00
922-1000-18220	BIRMINGHAM LOAN	0.00
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	39,535.29
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	3,027.00
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	-37,953.52
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	71,021.78
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-44,574.41
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-811.00
	Total Assets:	30,245.14
		<u>30,245.14</u>
Liability		
922-2000-20310	COMPENSATED ABSENCES PAYABLE	0.00
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	32,300.82
922-2000-21410	ACCRUED INTEREST PAYABLE	9,604.44
922-2000-28205	WEDC LOANS/CURRENT	79,784.99
922-2000-28220	BIRMINGHAM LOAN	0.00
922-2000-28230	INWOOD LOAN	0.00
922-2000-28232	ANB LOAN/EDGE	0.00
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00
922-2000-28235	ANB LOAN	0.00
922-2000-28236	ANB CONSTRUCTION LOAN	0.00
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
922-2000-28238	ANB LOAN/BUCHANAN	0.00
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
922-2000-28240	HUGHES LOAN	0.00
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	0.00
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	0.00
922-2000-28246	GOVCAP LOAN/KIRBY	7,846,537.60
922-2000-28247	JARRARD LOAN	144,081.16
922-2000-28250	CITY OF WYLIE LOAN	0.00
922-2000-28260	PRIME KUTS LOAN	0.00
922-2000-28270	BOWLAND/ANDERSON LOAN	0.00
922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00
922-2000-28290	HOBART/COMMERCE LOAN	0.00
922-2000-29150	NET PENSION LIABILITY	185,989.17
922-2000-29151	SDBF LIABILITY	11,026.00
	Total Liability:	8,309,324.18
Equity		
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-4,971,701.88
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00
	Total Beginning Equity:	-5,091,965.88
Total Revenue		-8,108,000.00
Total Expense		-4,920,886.84
Revenues Over/Under Expenses		-3,187,113.16
	Total Equity and Current Surplus (Deficit):	-8,279,079.04
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>30,245.14</u>

**Wylie Economic Development Corporation
SALES TAX REPORT
June 30, 2022**

BUDGETED YEAR

MONTH	FY 2019	FY 2020	FY 2021	FY 2022	DIFF 21 vs. 22	% DIFF 21 vs. 22
DECEMBER	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 28,196.33	11.98%
JANUARY	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 63,944.40	24.38%
FEBRUARY	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ (38,674.56)	-8.47%
MARCH	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 48,417.59	18.83%
APRIL	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 43,892.25	19.78%
MAY	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 808.50	0.20%
JUNE	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 52,784.34	18.16%
JULY	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ -	\$ -	0.00%
AUGUST	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ -	\$ -	0.00%
SEPTEMBER	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ -	\$ -	0.00%
OCTOBER	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ -	\$ -	0.00%
NOVEMBER	\$ 308,324.41	\$ 384,953.89	\$ 411,813.32	\$ -	\$ -	0.00%
Sub-Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 2,323,613.13	\$ 199,368.85	12.12%
Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 2,323,613.13	\$ 199,368.85	12.12%



*** 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 FY22.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

6/31/2021

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 140,000.00	\$ 43,926.07	\$ -	\$ -	\$ -	\$ 43,926.07	\$ 916,073.93	\$ 1,100,000.00	A
BALLERS ELITE- THE LAB, LLC	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
DW WYLIE	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	
CBC PROPERTY HOLDINGS	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 50,000.00	
SAVANNAH WOODBRIDGE	\$ 90,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 90,000.00	
CARDINAL STRATEGIES	\$ 106,800.00	\$ 24,933.00	\$ 24,934.00	\$ -	\$ -	\$ -	\$ 24,934.00	\$ 49,433.00	\$ 99,300.00	
AVANTI, LLC	\$ 120,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 60,000.00	\$ 120,000.00	
GDA INVESTMENTS	\$ 30,500.00	\$ 20,000.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -	\$ 30,500.00	
LUV-ROS	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 10,000.00	B
AMERICAN ENTITLEMENTS	\$ 33,000.00	\$ 33,000.00	---	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000.00	C
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 40,000.00	\$ 60,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	\$ 46,500.00	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,500.00	\$ -	\$ 65,000.00	
FUEL CITY	\$ 500,000.00	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00	
	\$ 2,260,300.00	\$ 424,433.00	\$ 643,610.07	\$ 29,250.00	\$ -	\$ -	\$ 672,860.07	\$ 1,155,506.93	\$ 2,252,800.00	

Recently Paid - Balance Sheet needs to be updated

Deferred Out Flow \$ 753,867.00

A. SLSTX Reimbursement Qrtly Pmnts

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

C. Performance Agreement Requirements were met. Removed the future obligation from FY23.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: July 20, 2022
Department: WEDC
Prepared By: Jason Greiner
Date Prepared:
Item Number: 1
Account Code:
Exhibits: 1

Subject

Consider and act upon issues surrounding the Election of Officers for the WEDC Board of Directors for 2022-2023.

Recommendation

Staff recommends that the WEDC Board of Directors elect officers for the upcoming year.

Discussion

The Wylie City Council recently reappointed Ms. Melisa Whitehead and appointed Mr. Gino Mulliqi to three-year terms as Members of the Wylie Economic Development Corporation Board of Directors. Both Board Members have been sworn in by the City Secretary's office.

On an annual basis and following the selection of WEDC Board Members by the Wylie City Council, the WEDC elects officers for the upcoming year. Provided for your review is Section V- Officers of the WEDC Bylaws. Section V provides for the selection of officers and the duties of the same.

The 2021-2022 WEDC Board Officers were:

- Demond Dawkins President
Melisa Whitehead Vice President
Gino Mulliqi Secretary
Tim Gilchrist..... Treasurer
Blake Brininstool Board Member

Attachment:
WEDC Bylaws, Section V

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:	<u>July 20, 2022</u>	Item Number:	<u>2</u>
Department:	<u>WEDC</u>		<i>(Staff Use Only)</i>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>7-15-22</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon the establishment of a Regular Meeting Date and Time for the WEDC Board of Directors for 2022-2023.

Recommendation

Staff recommends that the WEDC President establish a regular meeting date and time for 2022-2023.

Discussion

Section 4.07 of the WEDC Bylaws states, “The President of the Board shall set regular meeting dates and times at the beginning of his/her term.” WEDC Board Meetings are currently formally set for the third Wednesday of each month at 7:30 a.m. However, all recent meetings have taken place at 8:30 a.m.

With officers elected via the previous Action Item, the WEDC President is required to establish the Regular Meeting date/time. Attached for our review is WEDC Bylaws, Section 4.07.

3. Long term issues to be dealt with over the succeeding twelve-month 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 20, 2022
Prepared By: Jason Greiner
Date Prepared: 7-15-22

Item Number: 3
Account Code:
Exhibits: 1

Subject

Consider and act upon a Listing Agreement between WEDC and Segovia Retail Group.

Recommendation

Motion to approve a Listing Agreement between WEDC and Segovia Retail Group and further authorize the Executive Director to execute any and all necessary documents.

Discussion

Staff will lead the discussion on this item.



Exclusive Listing Agreement

Lot 2 at NWQ of Highway 78 & FM 544, Wylie, TX 75098

This Exclusive Listing Agreement (this "**Agreement**") is entered into as of _____ (the "**Effective Date**") between **WEDC**, ("**Owner**") whose having its offices at 250 S. State Hwy 78, Wylie, Texas, 75098 and **Segovia Partners** whose address is 8080 Park Lane Suite 740, Dallas, TX 75231 ("**Broker**"). Owner and Broker agree as follows:

1. Appointment of Broker. Owner appoints Broker as its sole and exclusive agent during the Term to lease and/or sell the Property and any portion thereof. Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers associated with Broker, and Broker shall have the exclusive right to hire, direct, discipline, compensate and terminate the personnel of Broker, and shall exercise complete and exclusive control over the conduct of Broker's personnel. "**Property**" means the land described on Exhibit A which is comprised of 1.338 acre parcel on Lot 2 at NWQ of Highway 78 & FM 544, Wylie, TX 75098. Notwithstanding anything to the contrary contained within, this Exclusive Listing Agreement shall mean all retail, restaurant, hospitality and related uses.
2. Term. This term of Agreement (the "**Initial Term**") will be for 365 days beginning on the Effective Date. The term of this Agreement will be automatically extended for consecutive 12-month periods beginning on the date the Initial Term expires (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless either party delivers to the other written notice of its intent to terminate this Agreement at least thirty (30) days prior to the date on which a Renewal Term would begin. Notwithstanding the foregoing, either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to the other party.
3. Duties of Broker. During the Term, Broker will:
 - use its professional efforts to identify prospective purchasers and tenants (each a "**Prospect**");
 - assist Owner in selling the Property (and parts of the Property) on terms acceptable to Owner;
 - at Owner's expense, and subject to Owner's written approval, conduct such promotional activities and retain consultants and space planners deemed necessary or appropriate by Owner; and
 - participate on behalf of and at the discretion of Owner in the negotiation with Prospects (but Broker will not, however, make any representation or warranty to any Prospect on behalf of Owner or have the right to bind Owner to any transaction or agreement).
 - If requested by Owner, Broker shall require each Prospect to execute and deliver to Broker a confidentiality agreement in form reasonably acceptable to Owner. Broker shall make the necessary arrangements with Owner or Owner's agent to permit Prospects to physically inspect the Property.

At all times during the Term, Owner will have the sole and exclusive right to approve all leases and sales, approve rental rates, approve transaction forms and modifications thereto, and break off negotiations with any Prospect for any reason whatsoever or for no reason, with no liability to Broker.
4. Commissions. Owner agrees to pay commissions ("**Commissions**") to Broker only in connection with the types of transactions described in Paragraph 1 above, and only upon satisfaction of the applicable conditions contained in Exhibit D attached hereto. The timing and amounts of Commissions are also described on Exhibit D. In addition, Owner shall pay Commissions on registered Prospects as described on Exhibit C.

5. Matters Regarding Owner. Owner represents that it is the owner of record of the Property, and that no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option, right of first refusal or other agreement. Owner will disclose to Broker and Prospects any and all such material and information in Owner's possession concerning the Property as is reasonably requested, including, without limitation, any environmental surveys, studies, or reports, and shall permit inspection of the Property only by those accompanied by an authorized representative of the Broker. In addition, Owner shall identify in writing any proprietary information furnished for Broker's use only, which is not to be duplicated or shown to any Prospect. Owner and its counsel will be responsible for determining the legal sufficiency of any lease, purchase and sale agreement, or other document relating to any transaction contemplated by this Agreement.
6. Independent Contractor. Broker is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of Owner and Broker shall be deemed to constitute a partnership, joint venture, employer/employee or any other relationship between Owner and Broker except as limited by the terms of this Agreement.
7. Indemnity. Owner agrees to indemnify and defend Broker from and against all claims, causes of action, demands, damages, liability, losses and expenses (including reasonable attorney's fees) brought by a third party (collectively, "**Claims**") based solely upon Owner's wrongful act, failure to act, or misrepresentation, including, but not limited to, Owner providing to Broker incorrect information or failing to disclose to Broker information which should have otherwise been disclosed to such claimant or to Broker. Broker will have the sole and absolute right to select and employ an attorney or attorneys to defend against such Claims and Owner will cooperate with Broker and with its attorneys.
8. TREC Matters. This Agreement will terminate on the fifth annual anniversary of the Effective Date if not terminated prior to such date. Broker advises owner that in connection with any sale, Owner should have an abstract prepared by an attorney of Owner's choice covering the property subject to the sale and or be provided with or obtain a title insurance policy covering such property. Broker may place signs on or about the Property stating that Broker is the leasing and selling agent for the Property. Disclosure regarding Broker acting as an intermediary is made on Exhibit B.
9. Notice. Any notice or document required or permitted to be delivered hereunder must be in writing and will be deemed to have been delivered, whether actually received or not, upon first attempted delivery when postmarked by the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested, or sent by courier or express mail where evidence of delivery is retained, addressed to the parties at the respective addresses set forth on the first page of this Agreement, or at such other address as such party has at least ten days theretofore specified to the other party by written notice delivered in accordance herewith.
10. Severability. If any term or provision of this Agreement or the application thereof will to any extent be held by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this document, or the application of such term or provision other than to the extent to which it is invalid or unenforceable, will not be affected thereby.
11. Exhibits; Entire Agreement; Binding Effect. Exhibits A through D are incorporated into and made a part of this Agreement for all purposes. This Agreement supersedes any prior negotiations and agreements between the parties hereto concerning the subject matter hereof. All of the covenants, agreements, terms and conditions to be observed and performed by the parties to this Agreement will be applicable to and binding upon their respective successors and assigns.
12. Texas Property Code. Pursuant to Chapter 62 of the Texas Property Code, Broker hereby discloses its right to claim a lien based on this Agreement.

Executed effective as of the date first above written.

Owner:

WEDC,

Broker:

SEGOVIA PARTNERS, LLC.

By: _____, its Authorized
Agent

By: _____, its Authorized
Agent

DRAFT

Exhibit B
Intermediary Disclosure

Owner is advised that real estate brokers may work with both sellers and buyers and with landlords and tenants, sometimes representing the seller or landlord and sometimes representing the buyer or tenant. If Broker works with both an owner/landlord and a buyer/tenant, it is possible that the buyer/tenant may want to purchase or lease the Property. In that case, Broker may be faced with a potential conflict of interest. If a broker acts as an agent for more than one party to a transaction (an “**Intermediary**”), Texas law requires the broker to disclose its intermediary status and obtain written consent from all parties to authorize the broker to represent more than one party. To resolve potential conflicts of interest, Broker hereby discloses to Owner that Broker may be an agent of both Owner and a potential buyer or tenant. Owner hereby consents to any Intermediary, authorizes Broker to represent more than one party to any transaction; authorizes Broker, in the case of any Intermediary, to appoint a license holder associated with Broker to communicate with and carry out the instructions of Owner (and such license holder may provide opinions and advise to Owner) and to appoint another license holder associated with Broker to communicate with and carry out the instructions of the other party to such transaction (and such license holder may provide opinions and advise to such other party); and acknowledges that Owner will be the source of any expected compensation to Broker and Broker may also be paid a fee by the Prospect. If Broker acts as an agent for Owner and a Prospect in the sale or lease of all or part of the Property, Broker will

(a) not disclose to the Prospect that Owner will accept a price less than the asking price unless otherwise instructed in a separate writing by Owner;

(b) not disclose to Owner that the Prospect will pay a price greater than the price submitted in a written offer to Owner unless otherwise instructed in a separate writing by the Prospect;

(c) not disclose any confidential information, or any information a party specifically instructs Broker in writing not to disclose, unless otherwise instructed in a separate writing by the respective party or required to disclose such information by law; and

(d) treat all parties to the transaction honestly and impartially so as not to favor one party or work to the disadvantage of any party.

Exhibit C
Registration

If a transaction closes after the termination of this Agreement, Owner will pay Commissions to Broker (and to a co-broker, if applicable) as and when required by Exhibit D if (1) Broker delivers to Owner, within ten days after the date of termination of this Agreement, a letter in the following or similar form containing a written list of the names of the Prospects with whom Broker has discussed the sale or lease of all or part of the Property (each a "**Listed Prospect**") and (2) within 180 days after the date of termination of this Agreement, Owner executes a contract of sale, lease, or expansion or otherwise agrees to transfer any interest in the Property to a such Listed Prospect.

Furthermore, any person or entity related to a Listed Prospect by family or business relationship will be deemed to be a Listed Prospect. In addition, if upon the termination of this Agreement, there is a pending

Date: _____
<p>[Owner] WEDC, [Owner's Address] 250 S. State Hwy 78, Wylie, Texas, 75098</p> <p style="margin-left: 40px;">Re: Exclusive Listing Agreement (the "Agreement") dated _____, between WEDC, (owner). and the undersigned broker, concerning the property located at Lot 2 at NWQ of Highway 78 & FM 544, Wylie, TX 75098</p> <p>Ladies and Gentlemen:</p> <p style="margin-left: 40px;">The purpose of this letter is to register the following parties as "Listed Prospects" pursuant to <u>Exhibit C</u> of the Agreement:</p> <p style="margin-left: 80px;">Name: _____ Address: _____ City: _____ State: _____ Zip: _____</p> <p style="margin-left: 80px;">[list additional prospects]</p> <p style="margin-left: 40px;">The undersigned represents that it has discussed either the lease or sale of all or part of the property covered by the Agreement with the above named prospects.</p> <p style="margin-left: 40px;">Although not required for the effectiveness of this letter, we ask that you please sign and date this letter and the enclosed copy in the space provided below to evidence the date of your receipt of the same, and please return the enclosed copy to the undersigned.</p> <p style="text-align: center; margin-top: 20px;">Segovia Partners</p>

agreement to sell or lease the Property (or any part thereof) between Owner and a Prospect, then this Agreement will remain in effect with regard to such pending transaction until it closes and is funded and the Commission is paid to Broker. If a contingency contract, option agreement, or right of first refusal, or an extension of any of the foregoing, covering the Property or any part thereof is executed by Owner during the Term, then this Agreement will remain in effect with regard to such contingency contract, option agreement, or right of first refusal until the earlier of the date that (1) the transaction contemplated by the contract or agreement is closed and funded and the Commission is paid to Broker or (2) the contract or agreement expires or is terminated (and is not renewed or reinstated within six months).

Exhibit D

Commissions: Calculation, Conditions, and Timing of Payment

Sales

1. Calculation of Commission. Upon a sale of the Property or any part of the Property, Owner agrees to pay a Commission to Broker in the amount of six percent (6%) of the total sales price. "**Total sales price**" means any and all cash consideration received, together with (but not double counting) any assumption or release of existing mortgage indebtedness.
2. Co-Broker. If Broker procures the transaction with the involvement of a second real estate broker or agent who represents the applicable Prospect, Owner will pay the Commission fifty percent to Broker and fifty percent to the co-broker.
3. Payment of Commission for a Sale. Owner will pay to Broker the Commission at the closing and funding of the purchase price to Owner through escrow, or if there is no escrow, then upon Owner's receipt of payment and recordation of the deed.
4. Commission Earned on Deemed Sale. If Owner contributes, conveys, or otherwise transfers the Property (or any part of the Property) or any interest therein to a joint venture, partnership, or other business entity (collectively, an "**entity**"), Owner will pay to Broker a Commission as if a sale had occurred, to be calculated on the fair market value of the interest in the Property that is transferred by Owner. If Owner is an entity, and an interest in such entity is transferred to another entity, whether by merger, outright purchase, or otherwise, Owner will pay to Broker a Commission as if a sale had occurred, to be calculated on the fair market value of the Property multiplied by the percentage of interest so transferred. A Commission earned pursuant to this paragraph will be paid at the time of the contribution or transfer.

Ground Lease

1. Calculation of Commission. Upon a lease of the Property or any part of the Property, Owner agrees to pay a Commission to Broker in the amount of six percent (6%) of the first ten (10) years of the primary Lease term and three percent (3%) of any subsequent primary Lease term years up to twenty (20) years of total primary Lease term.
2. Co-Broker. If Broker procures the transaction with the involvement of a second real estate broker or agent who represents the applicable Prospect, Owner will pay the commission fifty percent (50%) to Broker and fifty percent (50%) to the Co-broker.
3. Commissions Earned on Lease. Commission will be deemed earned once a Lease document is fully executed by both Landlord and Tenant subject to #4 below.
4. Payable of Commissions for a Lease as Follows:

One-half (1/2) of the broker commission will be due and payable upon execution of the lease by Tenant and Landlord and the waiver of all contingencies, and

One-half (1/2) of the broker commission will be due and payable upon Tenant's payment of the first month's rent and opening for business.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: July 20, 2022 Item Number: 4
Prepared By: Jason Greiner Account Code:
Date Prepared: 7-15-22 Exhibits: 1

Subject

Consider and act upon a Master Agreement between WEDC and Kimley-Horn and Associates, Inc. for continuing professional services.

Recommendation

Motion to approve a Master Agreement between WEDC and Kimley-Horn and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board is aware, Kimley-Horn and Associates, Inc. has been working with WEDC on engineering projects all across the city. Staff is currently working with Kimley-Horn on a project by project basis. However, the attached Master Services Agreement formerly engages Kimley-Horn to provide professional services directly for the WEDC.

The Board of Directors will continue to receive large contracts for projects that need formal approval, but this Master Service Agreement allows Kimley-Horn to provide basic consulting services to Staff without having to go through detailed contract negotiations each time.

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the WYLIE ECONOMIC DEVELOPMENT CORPORATION ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

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

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

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

(d) Provide for access to the project site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or

nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the

same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANT'S SUBCONSULTANTS, AND ANY OF THEM, TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THE CONSULTANT'S SUBCONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO IN QUESTION OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 10 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 10 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

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

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

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual

knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

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

(15) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Construction Phase Services.

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

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

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

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim

arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

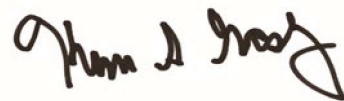
(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 4, this Agreement can be supplemented or amended only by a document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

The parties have made and executed this Agreement as of the day and year first above written.

WYLIE ECONOMIC DEVELOPMENT CORPORATION KIMLEY-HORN AND ASSOCIATES, INC.

DRAFT



SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: Kevin Gaskey, P.E.

TITLE: _____

TITLE: Senior Vice President

Request for Information

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Federal ID Number				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	Unrelated to Owner

DRAFT



Wylie Economic Development
Board

AGENDA REPORT

Meeting Date:	<u>July 20, 2022</u>	Item Number:	<u>5</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>7-15-22</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon a Professional Services Proposal between the WEDC and David Pettit Economic Development, LLC.

Recommendation

Motion to approve a Professional Services Proposal between WEDC and David Pettit Economic Development, LLC. and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board will recall, David Pettit and Natalie Moore with David Pettit Economic Development (DPED) attended a Work Session with City Council on May 10, 2022. DPED provided an overview of the concept, creation, and implementation of a Tax Increment Reinvestment Zone (TIRZ) and discussed the high-level usage of Tax Increment Financing for Redevelopment, Public Infrastructure, and Economic Development Incentives.

The attached draft proposal engages the services of DPED for the creation of Tax Increment Reinvestment Zones (TIRZ) in the City of Wylie.



July 12, 2022

Jason Greiner
Executive Director
Wylie Economic Development Corporation
250 S. Hwy 78
Wylie, TX 75098

RE: Professional Services Proposal

Dear Mr. Greiner,

David Pettit Economic Development, LLC (“DPED”) is pleased to provide this proposal for economic development professional services relating to the creation of a Tax Increment Reinvestment Zone (“TIRZ”) in the City of Wylie, Texas (“City”).

The Project

It is our understanding that the Wylie Economic Development Corporation (“EDC”) is interested in creating one or more TIRZs for the purpose of facilitating development.

The Assignment

Our work under this proposal would be to provide economic development professional services relating to the creation of a TIRZ in the City of Wylie, Texas.

The Team

We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of the EDC and City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements

Chapter 311 of the Texas Tax Code outlines the various procedures for creating a TIRZ. The designation TIRZ ordinance is approved by the governing body of the municipality and establishes five key elements, including:

- Boundary;
- Term;
- TIRZ Board;
- City Participation; and
- Preliminary project and financing plan.

Before adopting an ordinance designating the reinvestment zone, the governing body of the municipality must hold a public hearing on the creation of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final project and financing plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information within the proposed TIRZ boundaries. This includes reviewing available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon the boundaries agreed upon by the City, DPED would utilize a geographic information system (GIS) database to establish the existing values for land and improvements, ownership data, and current land use information. This will provide the baseline data for the analysis. Key products of this task would include TIRZ parcel data and accompanying maps in digital formats.

Task 3

Taxable Value Analysis

A taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for development in the proposed zone. DPED would work with City and EDC staff to develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop TIRZ Cash Flow Model

Based on the anticipated land uses and projections, DPED would develop a draft financing cash flow model (and supporting spreadsheets) for a various time periods. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Models with growth and development assumptions.

Task 5

Prepare TIRZ Project and Financing Plan

DPED will develop the Finance Plan, Project Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include a preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

DPED will provide assistance with drafting necessary documents for creating the TIRZ including: 1) public hearing notices; 2) resolutions; 3) ordinances; and 4) participation agreements. This can be a time-consuming process for City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

Fee for Services

Our fee for services relating to the scope of services would be a lump sum fee of \$40,000 for each TIRZ created. Fees would be charged monthly, subject to on-going progress on the work effort.

Reimbursable travel expenses not to exceed \$750 would be charged to include out-of-pocket travel expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$325.00
Project Manager	\$250.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) month of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) month from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

- (a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and
- (b) Comprehensive general liability insurance, with minimum limits of \$2,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and
- (c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

Wylie Economic Development Corporation
 250 S. Hwy 78
 Wylie, TX 75098
 Attention: Jason Greiner, Executive Director
 Email: Jason@WylieEDC.com

If to DPED:

David Pettit Economic Development, LLC.
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,

David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

Wylie Economic Development Corporation

By: _____

Date: _____

DRAFT



Wylie Economic Development Board

AGENDA REPORT

Meeting Date:	<u>July 20, 2022</u>	Item Number:	<u>6</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>7-15-22</u>	Exhibits:	<u>4</u>

Subject

Consider and act upon the approval of the FY 2022-2023 WEDC Budget.

Recommendation

Staff recommends that the Board approve the FY 2022-2023 WEDC Budget as presented.

Discussion

The FY 22-23 Draft Budget has been attached for your review. For FY23, the WEDC estimates \$18,001,833 in available resources which includes a beginning fund balance of \$9,821,687. Staff estimates the following WEDC Revenues: \$4,124,241 in Sales Tax Receipts, \$3,915,685 in proceeds from the Sale of WEDC owned properties, \$134,220 in Rental Income and \$6,000 in allocated interest earnings. Overall, the largest increases in revenue from FY22 are due to the four pending contracts on WEDC owned properties.

Expenses for FY23 are estimated at \$16,143,686. Personnel Services are up from \$407,264 to \$439,008, Debt Service is up from \$1,009,263 to \$1,231,998, and the WEDC’s Capital Outlay (Land/Purchase) is projected to be \$2,090,000. The biggest change this year can be found in Special Services. Working with the finance department, staff has reclassified the WEDC Expenses in Infrastructure Projects (Streets & Alleys) to the Special Services. These expenses have always been accounted for in Capital Outlay, however, since the WEDC does not maintain ownership of the street, alley, water, sewer, or natural gas lines, they have been moved to Special Services. The Special Services Account has been split into three sub-categories to more adequately track the taxable vs. non-tax nature of these expenses for reporting purposes due to the Series 2022 Note in the amount of \$8.1MM.

Notable Increases:

- Personnel: 3% COLA and up to 2% merit increases
- Special Services
 - SpecServ Misc: down from \$118,156 to \$34,770
 - SpecServ Real Estate: up from \$0 to \$276,300
 - SpecServ Infrastructure (Streets & Alleys): up from \$0 to \$8,375,000

- Incentives: like Special Services, anticipated Incentives and overall project activities are at an all time high. Funds have been reserved for the 544 Gateway Property, Wylie Logistics Park and several other projects from Executive Session.

Staff estimates a FY23 ending fund balance of \$1,858,147.

Upon approval, Staff will present the FY23 Budget to City Council on 7/26/22.

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.

STAFFING	BUDGET	BUDGET	BUDGET	BUDGET
	2019-2020	2020-2021	2021-2022	2022-2023
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	1.0	1.0
TOTAL	3.0	3.0	4.0	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 four 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	Current Appointment	Term Expires
Demond Dawkins, President	07/2021	06/2024
Melisa Whitehead, Vice President	06/2022	06/2025
Gino Mulliqi, Secretary	06/2022	06/2025
Tim Gilchrist, Treasurer	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 - 9/30/21	\$ 2,951,908
Projected '22 Revenues	<u>20,372,472</u> a)
Available Funds	23,324,380
Projected '22 Expenditures	<u>(13,502,693)</u>
Estimated Ending Fund Balance 09/30/22	\$ 9,821,687
Estimated Beginning Fund Balance - 10/01/22	\$ 9,821,687
Proposed Revenues '23	8,180,146 b)
Proposed Expenditures '23	<u>(16,142,650)</u>
Estimated Ending Fund Balance 9/20/23	\$ 1,859,183

- a) Includes \$16.2 MM in Loan Proceeds; \$8.1 MM to fund in July
- b) Proposed Sales Tax is an 8.8% increase over the FY 22 Projected and Projected FY 22 is 100% of budget amount (7 month actuals at 61%). Revenues also include an anticipated Gain/Loss Sale of Property in the amount of \$3,915,685.

Budget Overview FY 2022-2023

Department Executive Summary

Wylie EDC

FY 2023 Budget Notes

Notable increases/decreases from FY 2022 base budget:

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- Incentives: like Special Services, anticipated Incentives and overall project activities are at an all time high. Funds have been reserved for the 544 Gateway Property, Wylie Logistics Park and several other projects from Executive Session.

Staff estimates a FY23 ending fund balance of \$1,858,147.

Once approved by the WEDC Board of Directors this goes back to City Council for approval at the July 26th City Council Meeting.

Prepared by: Jason Greiner

FY 2022-2023 Debt Service Detail
Projected as of 7-15-22

07/20/2022 Item 6.

Jarrard Loan #6088461 (Payout Complete FY 26-27)

Payment No	Due Date	Interest	Principal	Total Payment	Principal Balance
70	10/22/2022	\$540.30	\$2,568.85	\$3,109.15	\$141,512.31
71	11/22/2022	\$530.67	\$2,578.48	\$3,109.15	\$138,933.83
72	12/22/2022	\$521.00	\$2,588.15	\$3,109.15	\$136,345.68
73	1/22/2023	\$511.30	\$2,597.85	\$3,109.15	\$133,747.83
74	2/22/2023	\$501.55	\$2,607.60	\$3,109.15	\$131,140.23
75	3/22/2023	\$491.78	\$2,617.37	\$3,109.15	\$128,522.86
76	4/22/2023	\$481.96	\$2,627.19	\$3,109.15	\$125,895.67
77	5/22/2023	\$472.11	\$2,637.04	\$3,109.15	\$123,258.63
78	6/22/2023	\$462.22	\$2,646.93	\$3,109.15	\$120,611.70
79	7/22/2023	\$452.29	\$2,656.86	\$3,109.15	\$117,954.84
80	8/22/2023	\$442.33	\$2,666.82	\$3,109.15	\$115,288.02
81	9/22/2023	\$432.33	\$2,676.82	\$3,109.15	\$112,611.20
		\$5,839.84	\$31,469.96	\$37,309.80	

Government Capital Loan (Series 2021: No. 9624 Effective 10/5/21)

Payment No	Due Date	Interest	Principal	Total Payment	Principal Balance
12	10/5/2022	\$22,754.96	\$24,184.89	\$46,939.85	\$7,813,817.86
13	11/5/2022	\$22,684.82	\$24,255.03	\$46,939.85	\$7,789,562.83
14	12/5/2022	\$22,614.48	\$24,325.37	\$46,939.85	\$7,765,237.46
15	1/5/2023	\$22,543.94	\$24,395.91	\$46,939.85	\$7,740,841.55
16	2/5/2023	\$22,473.19	\$24,466.66	\$46,939.85	\$7,716,374.89
17	3/5/2023	\$22,402.24	\$24,537.61	\$46,939.85	\$7,691,837.28
18	4/5/2023	\$22,331.08	\$24,608.77	\$46,939.85	\$7,667,228.51
19	5/5/2023	\$22,259.71	\$24,680.14	\$46,939.85	\$7,642,548.37
20	6/5/2023	\$22,188.14	\$24,751.71	\$46,939.85	\$7,617,796.66
21	7/5/2023	\$22,116.36	\$24,823.49	\$46,939.85	\$7,592,973.17
22	8/5/2023	\$22,044.37	\$24,895.48	\$46,939.85	\$7,568,077.69
23	9/5/2023	\$21,972.18	\$24,967.67	\$46,939.85	\$7,543,110.02
		\$268,385.47	\$294,892.73	\$563,278.20	

Government Capital Loan (Series 2022: Anticipated Effective 7/15/22)

Payment No	Due Date	Interest	Principal	Total Payment	Principal Balance
3	10/15/2022	\$32,270.19	\$20,347.28	\$52,617.47	\$8,047,201.04
4	11/15/2022	\$32,188.80	\$20,428.67	\$52,617.47	\$8,026,772.37
5	12/15/2022	\$32,107.09	\$20,510.38	\$52,617.47	\$8,006,261.99
6	1/15/2023	\$32,025.05	\$20,592.42	\$52,617.47	\$7,985,669.57
7	2/15/2023	\$31,942.68	\$20,674.79	\$52,617.47	\$7,964,994.78
8	3/15/2023	\$31,859.98	\$20,757.49	\$52,617.47	\$7,944,237.29
9	4/15/2023	\$31,776.95	\$20,840.52	\$52,617.47	\$7,923,396.77
10	5/15/2023	\$31,693.59	\$20,923.88	\$52,617.47	\$7,902,472.89
11	6/15/2023	\$31,609.89	\$21,007.58	\$52,617.47	\$7,881,465.31
12	7/15/2023	\$31,525.86	\$21,091.61	\$52,617.47	\$7,860,373.70
13	8/15/2023	\$31,441.49	\$21,175.98	\$52,617.47	\$7,839,197.72
14	9/15/2023	\$31,356.79	\$21,260.68	\$52,617.47	\$7,817,937.04
		\$381,798.36	\$249,611.28	\$631,409.64	

Interest Total FY 22-23	\$656,023.67
Principal Total FY 22-23	\$575,973.97
Debt Service Total FY 22-23	\$1,231,997.64
Total Principal Balance at EOY 22-23	\$15,473,658.26



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: June 15, 2022; Item Number: DS1; Prepared By: Jason Greiner; Account Code: ; Date Prepared: 7/15/22; Exhibits: 4

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

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

Discussion: Staff report: WEDC Property Update, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs. WEDC Property Update: Property Acquisition- UP Lot/N Keefer... Downtown Parking: - No Update, pending closing of UP lot next to 401 N Keefer... Engineering Report: Drainage Studies- FM 544/Cooper

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

Water Line Installation- FM 544/Cooper

- Final project walk-thru was completed on 7/14; Receipt of maintenance bond and affidavit of all bills paid will complete the project.

Water Line Relocation- State Hwy 78/Brown

- The NTMWD & Oncor Easements have been filed with the County.
- Survey updates have been completed and easement documents have been approved by Oncor.
- Tree removal is complete; staff is working to ensure site is clean and mowable.
- Oncor utility pole relocations have been given to the field crews. Installation date: TBD
- Pipe not yet scheduled for fabrication completion; delivery will be in August.
- Dowager now anticipates starting and boring in early August.

Flood Study- Hooper/Steel

- Staff received the flood study from Cardinal Strategies. The proposed development of several sites around Steel and Hooper Road could cause slight increases in 100-yr peak discharge from the project site draining to Unnamed Tributary to Maxwell Creek. These would be considered adverse to other properties as the floodplain is not contained within the channel and the roadway infrastructure is undersized. In order to maximize the useability of the site, several alternatives were investigated to help reclaim floodplain and improve infrastructure to reduce the flood risk in the immediate area.
- Alternatives 1-3 build upon the next one and while each alternative helps to reclaim floodplain, on-site detention will be required to meet the local standards. Alternative 4 includes a regional pond further upstream to help reduce flow rates and flood risk. This option will eliminate the need to provide on-site detention and reduce infrastructure sizing at Steel and Hooper.

Flood Study - State Hwy 78/Alanis

- Reviewed additional reclamation options with Staff – Kimley-Horn is proceeding with grading (in lieu of a retaining wall) and designing a concrete channel along the west side of the Easterling property in order to provide the required flood storage and also to stay off of the Nelson property.
 - +/- 11 acres outside of the floodplain
 - Developable area dimensions will be confirmed after the mass grading is complete
- Kimley-Horn is preparing the mass grading plans and erosion control plans and expect to have them completed by the end of the month.
- Kimley-Horn to set up meeting with the City to discuss the proposed improvements for the property and confirm that detention will not be required.

Sanitary Sewer Extension - State Hwy 78/Alanis

- Coordination underway with Nelson and Woodbridge golf course to determine the sanitary sewer extension route/easement location.
- Easements will be staked once the preliminary route is negotiated and walked with the property owners.
- Sanitary sewer and drainage design is underway.

Tree Survey/Inventory - State Hwy 78/Alanis

- Kimley-Horn’s proposal has been received.
- Pending Master Service Agreement Approval, Staff will execute the agreement.

FM 544 Gateway Project

- Kimley-Horn preparing proposal for design and engineering.

- Preliminary OPCC ~1.6M for design and construction
- First step will be to set up a meeting with the City to confirm design requirements and determine whether a public street or private firelane will be required.

Upcoming Events:

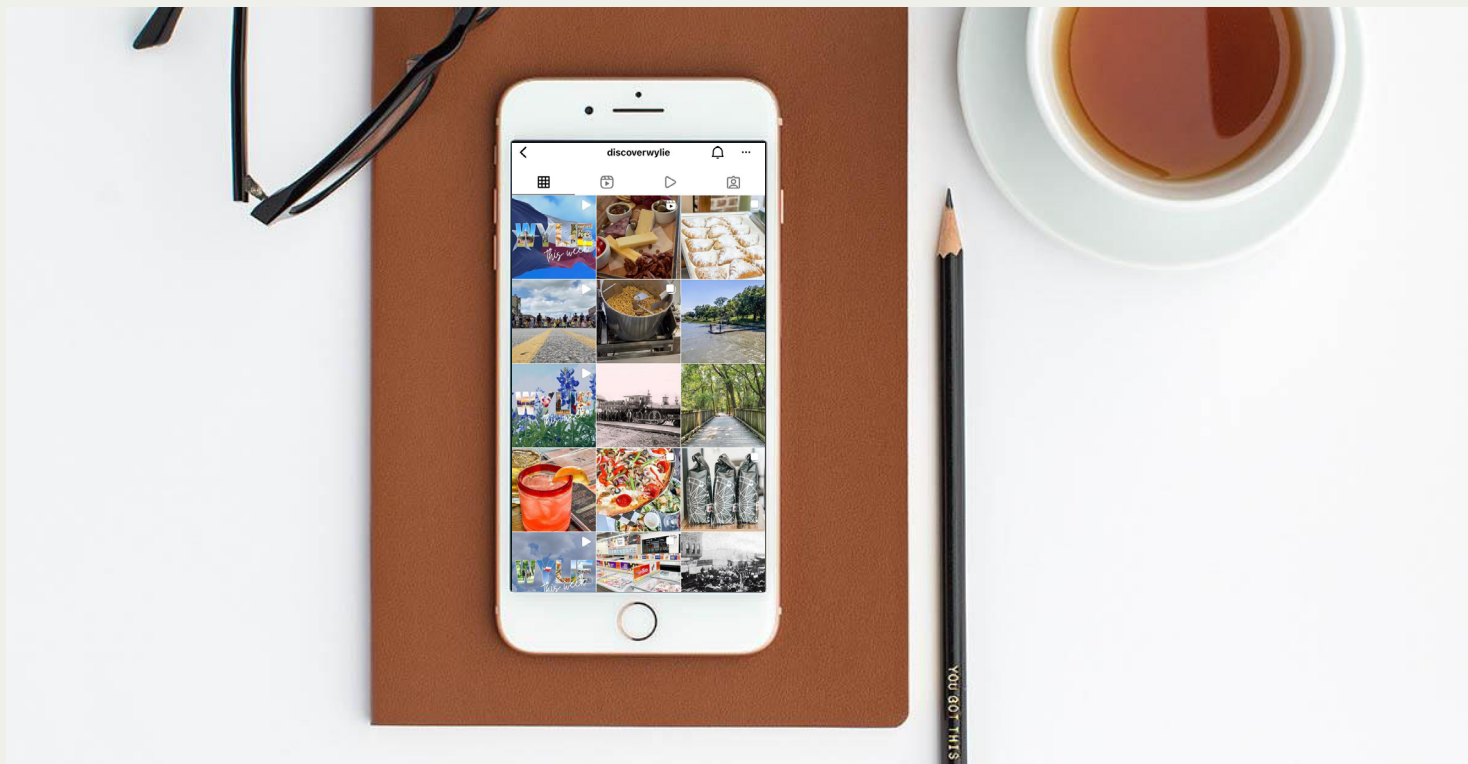
- Council/CPAC Public Hearing and Final Budget Work Session- July 26
- Please see the attached Marketing Calendar for the full list of upcoming events

WEDC Activities/Programs:

- Sales tax revenues for the month of July are up 5.36%
- Overall sales tax revenues for FY22 are up 11.28%
- Please see the attached quarterly social media reports.

DISCOVER WYLIE

Q2 reporting



 @DISCOVERWYLIE
4/1/2022 - 6/30/2022

OVERVIEW & STRATEGIES

@DiscoverWylie

Report Time Period: 4/1/2022 - 6/30/2022

Goals for this Quarter

- > Continue to grow and strengthen a social media presence on Instagram.
- > Update profile and start using highlights.
- > Increase engagement and shares.
- > Continue using reels
- > Continue testing different content to see what resonates with followers.

STRATEGIES APPLIED THIS QUARTER

- Created story highlights.
- Followed local small businesses.
- Posted original content in feed, stories, and reels.
- Started sharing "Wylie this Week" posts with local events.
- Started posting original reels.
- Shared local historical photos and facts.
- Engaged with followers through polls, questions, and quizzes in stories.
- Shared relevant follower content to stories (for example, resharing reels or posts created by locals who tagged the @DiscoverWylie account)

STRATEGIES TO APPLY NEXT QUARTER

- Continue posting stories with opportunities for followers to engage.
- Continue sharing local history and interesting Wylie facts to the feed and stories.
- Offer photo shoots to businesses around social media promotions (for example, upcoming Cinco de Mayo promotion for blog and social media)
- Encourage followers to tag @DiscoverWylie and use #DiscoverWylie hashstg so we can share their content.
- Reels, reels, reels!

INSTAGRAM REPORT

@DiscoverWylie

Report Time Period: 4/1/2022 - 6/30/2022

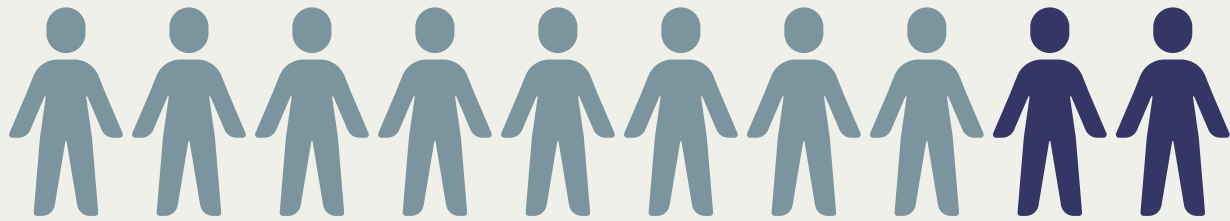
687
TOTAL FOLLOWERS

223
NEW FOLLOWERS

+47.7%
PREVIOUS PERIOD

ENGAGEMENT	1,157	+174%
REACH	24,659	+380%
CONTENT INTERACTIONS	2,414	+100%
NON-FOLLOWER REACH	24,100	+416%

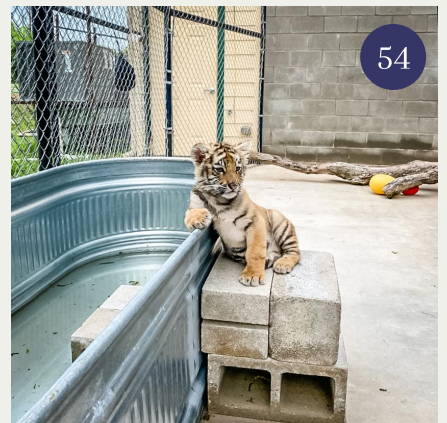
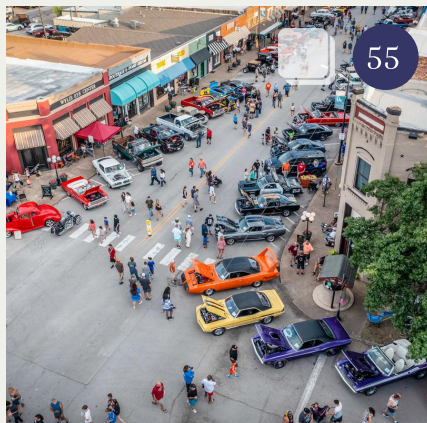
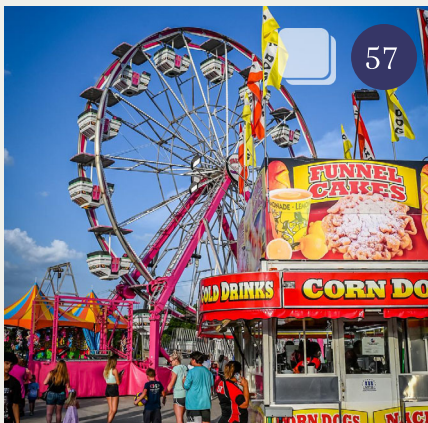
AUDIENCE FEMALE / MALE



AUDIENCE LOCATION

WYLIE	50%	
SACHSE	8%	
MURPHY	5%	
GARLAND	3%	
NEVADA	3%	NEVADA IS NEW TO THE LIST THIS QUARTER

TOP POSTS BY LIKES



INSTAGRAM HIGHLIGHTS

@DiscoverWylie

Report Time Period: 4/1/2022 - 6/30/2022

@DiscoverWylie Q2 WINS

Content Impressions: 49,527 +182%

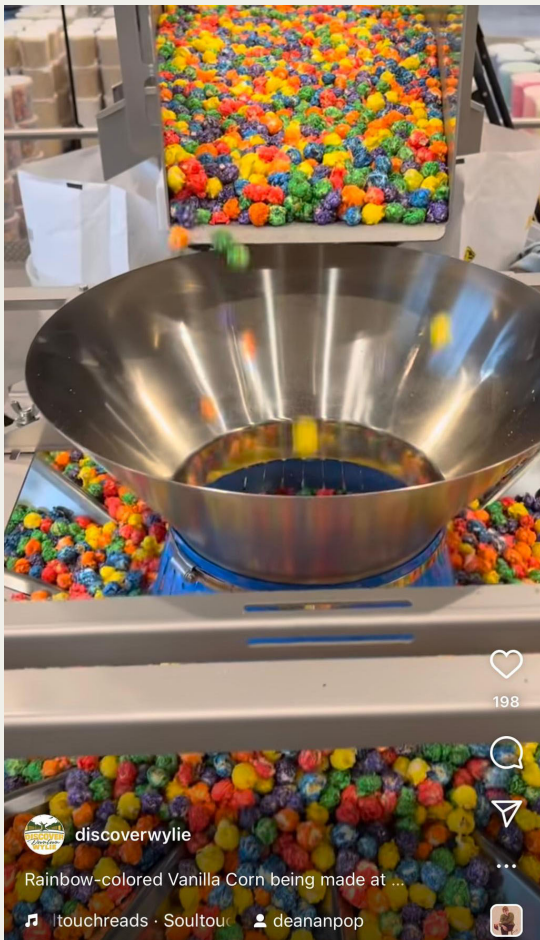
Profile Visits: 673 +58%

Content shared by:

@dutchbrocoffee

@texas_downtown

THE REEL REPORT



Our most popular reel this quarter was the rainbow popcorn from Deanan Popcorn. It received 198 likes and was seen by more than 5,000 NON-FOLLOWER accounts.

Our reels had 1,156 interactions, which is a 708% increase from the previous quarter.

Reels received:

1,010 likes

27 comments

23 saves

96 shares

FACEBOOK REPORT

@DiscoverWylie

Report Time Period: 4/30/2022 - 6/30/2022

18,756
TOTAL FOLLOWERS

136
NET NEW FOLLOWERS

+444%
PREVIOUS 60-DAY PERIOD

	Q2	Q1	CHANGE
ENGAGEMENT	10,900	1,028	+959%
REACH	41,900	10,807	+288%

AUDIENCE FEMALE / MALE



- LINK CLICKS: 215
- COMMENTS: 489
- POST SHARES: 224
- REACTIONS: 2,442
- PHOTO VIEWS: 1,764

TOP PERFORMING POSTS

6,278 People reached | 1,051 Engagements | [Boost post](#)

115 Reactions | 30 Comments | 19 Shares

People are excited about new, local businesses (also, this brand did a great job of promoting this post their audience)

4,869 People reached | 266 Engagements | +2.4x higher Distribution score | [Boost post](#)

You and 45 others | 6 Comments | 20 Shares

People love events. This is a great example of the event coordinators really helping promote the post from the Discover Wylie page.

2,598 People reached | 172 Engagements | +1.2x average Distribution score | [Boost post](#)

59 Reactions | 8 Comments | 10 Shares

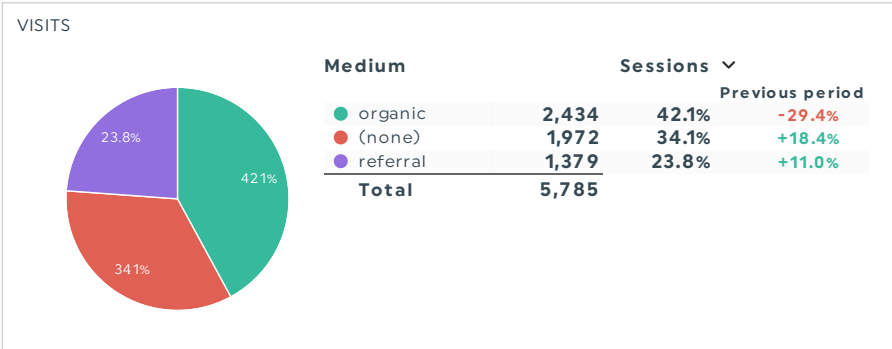
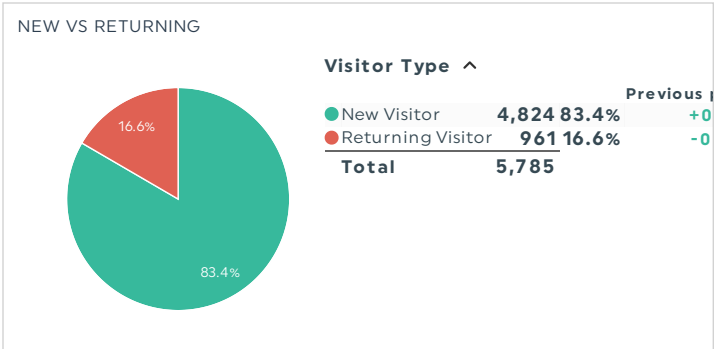
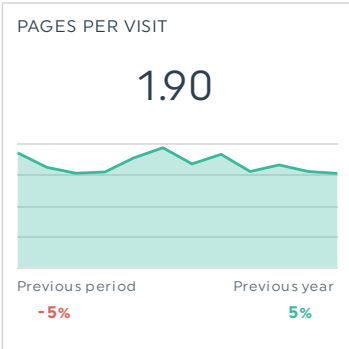
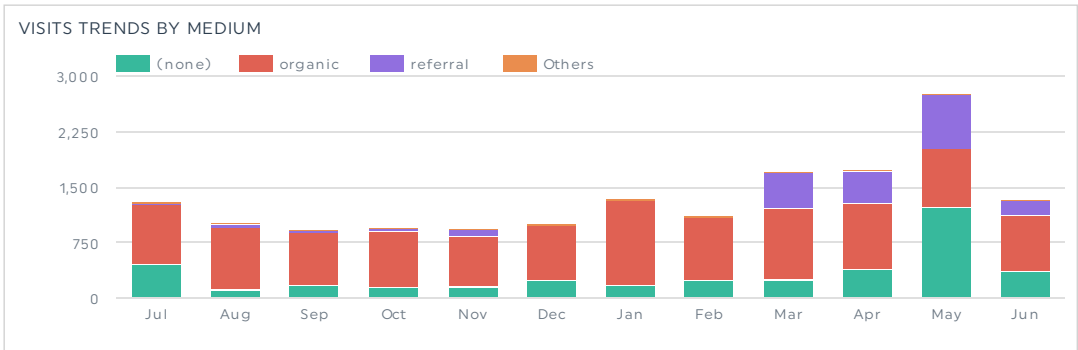
The historical posts are a hit! This post is unique because we were able to identify the man and the car when a family member recognized them from the post.



REPORT FOR APR 1, 2022 - JUN 30, 2022

WYLIE EDC - QUARTERLY + ROLLING MONTHLY

WEBSITE TRAFFIC OVERVIEW



TOP SOURCES/MEDIUM (VISITS)

Source / Medium	Visits
google / organic	2,249
(direct) / (none)	1,972
m.facebook.com / referral	732
lm.facebook.com / referral	309
bing / organic	120
surveymonkey.com / referral	113
l.facebook.com / referral	95
facebook.com / referral	62
yahoo / organic	38
discoverwylie.com / referral	21

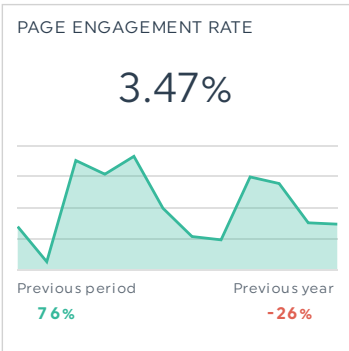
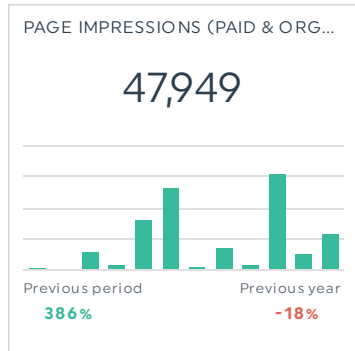
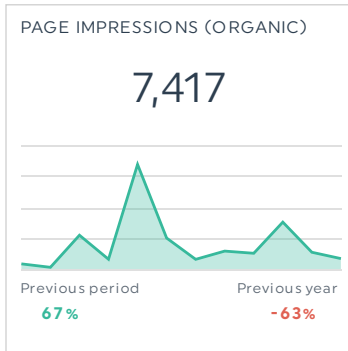
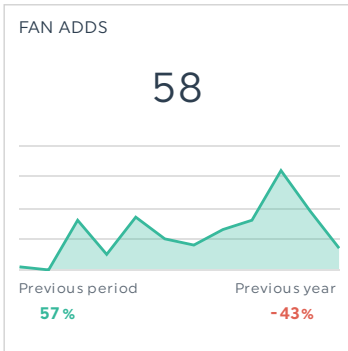
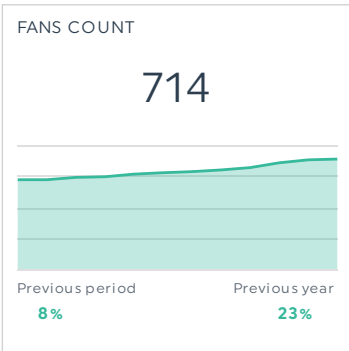
TOP CITIES (VISITS)

City	Sessions
Wylie	1,343
(not set)	788
Dallas	643
San Antonio	146
Boardman	131
Ashburn	120
Sachse	107
Plano	87
Garland	69
Rowlett	66

TOP PAGES BY PAGEVIEWS

Page Path	Pageviews
/	2,222
/doing-business-wylie/retail-commercial/recent-development-map	959
/news/hwy-78-brown-street-redevelopment	885
/doing-business-wylie/industrial-warehouse/kcs-intermodal	527
/eds/properties	346
/why-wylie	298
/about-us/meet-our-team	238
/news/wylie-downtown-redevelopment	236
/why-wylie/quality-life/living-wylie	222
/community-profile/taxes	214

FACEBOOK INSIGHTS



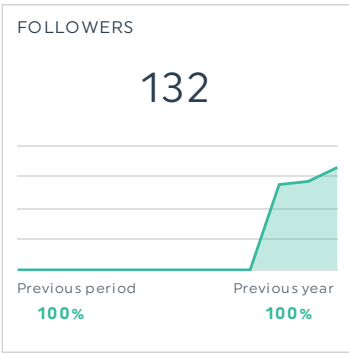
TOP POSTS BY IMPRESSIONS

Post	Impressions
The Wylie EDC, in cooperation with the Wylie Chamber of Commerce and Wylie Downtown Merc...	10,694
Parents: Through federal, state and local funding from the Texas Workforce Commission to Work...	3,812
This week, the first ever Wylie ISD Career Day – Build Your Future, was held at the Agriculture Cen...	1,706
Visit us at the Taste of Wylie in Olde City Park on Monday, May 2, 11 AM - 1 PM! Purchase your ticke...	600
Last night at the Wylie City Council meeting, Mayor Matthew Porter issued a Proclamation confir...	196
Who doesn't love a free t-shirt? From now until Saturday May 7, Wylie, TX City Hall is hosting a soc...	190
Photos from Wylie, TX City Hall's post (id: 153940454642753_414101567392559)	178
This is an amazing event of Women supporting Women! Don't miss out!! (id: 153940454642753_...	151
Happy Easter, Wylie! We hope you get to spend time with loved ones today. (id: 153940454642753_...	138
Want to skip the ticket fee (if you're not a Wylie Chamber member)? Just use this code: WEDC G...	125

TOP POSTS BY ENGAGEMENT RATE (WITH IMAGE)

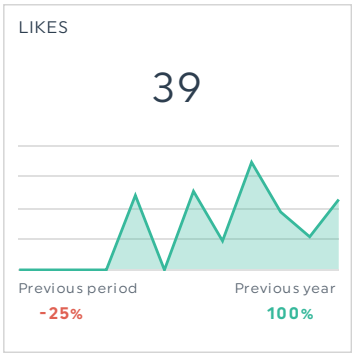
Post With Image	Engagement Rate	Total Reactions	Post Comments	Post Shares
Photos from Wylie, TX City Hall's post (id: 153940454642753_414101567392559)	8.43%	5	0	0
This week, the first ever Wylie ISD Career Day – Build Your Future, was held at the Agriculture Center in Wylie. The event was designed to demonstrate readily available career paths as well	7.73%	17	3	4
Last night at the Wylie City Council meeting, Mayor Matthew Porter issued a Proclamation confirming the official observance of May 9-13, 2022 as Economic Development Week (EDW) in	7.49%	7	1	0
Who doesn't love a free t-shirt? From now until Saturday May 7, Wylie, TX City Hall is hosting a social media hashtag contest. Here's how to join: ☐ Eat or shop in Wylie and take a photo while you're	5.59%	4	1	1
Parents: Through federal, state and local funding from the Texas Workforce Commission to Workforce Solutions for North Central Texas, financial aid for child care is available to families	4.36%	4	0	2
The Wylie EDC, in cooperation with the Wylie Chamber of Commerce and Wylie Downtown Merchants Association, is conducting a quick survey of small businesses in our community. The survey	4.08%	25	2	4
This is an amazing event of Women supporting Women! Don't miss out!! (id: 153940454642753_384559750346741)	3.60%	3	0	0
Want to skip the ticket fee (if you're not a Wylie Chamber member)? Just use this code: WEDC Guest420 See you then! (id: 153940454642753_5177883345581747)	3.42%	2	0	0

INSTAGRAM INSIGHTS



FOLLOWERS BY AGE GENDER

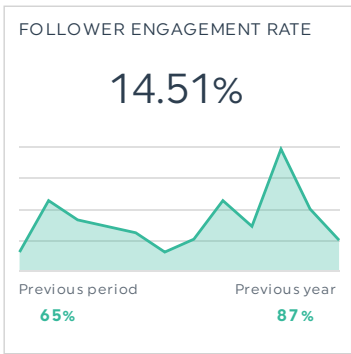
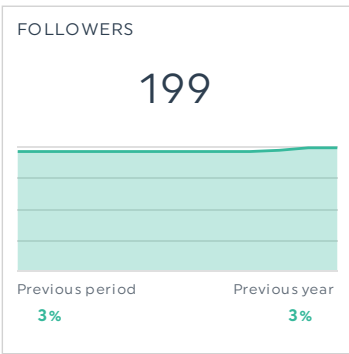
Age Gender	Followers
F.35-44	21
U.35-44	21
M.35-44	18
F.25-34	10
U.25-34	9
U.45-54	8
F.45-54	7
M.45-54	6
Unknown	6
F.55-64	5



PERFORMANCE BY POST

Post Name	Engagement	Impressions	Reach	Engagement Rate
Straight from Governor Greg Abbott: Texas is #1 AGAIN. We received the 2022 Gold Shovel Award from Area Development Magazine for the 10th year in a row! The Lone Star State's exceptional workforce & world-class business climate continue to attract high-value-added economic development projects. This week, the first ever Wylie ISD Career Day – Build Your Future, was held at the Agriculture Center in Wylie. The event was designed to demonstrate readily available career paths as well as connecting workforce ready students with local employers in need of skilled talent. "The Wylie EDC was pleased to support this innovative event which connected workforce ready students with local The Wylie EDC, in cooperation with the Wylie Chamber of Commerce and Wylie Downtown Merchants Association, is conducting a quick survey of small businesses in our community. The survey is short and designed to generate feedback about the resources, organizations and programs available to support your business success. We encourage you to take a few minutes to participate. Last night at the Wylie City Council meeting, Mayor Matthew Porter issued a Proclamation confirming the official observance of May 9-13, 2022 as Economic Development Week (EDW) in Wylie, Texas. This week is set aside each year to recognize and celebrate the contributions made by professional economic developers. #EconDevWeek22	11	58	47	18.97%
	9	51	45	17.65%
	7	40	36	17.50%
	4	27	26	14.81%
Total	40	265	241	15.09%

TWITTER INSIGHTS

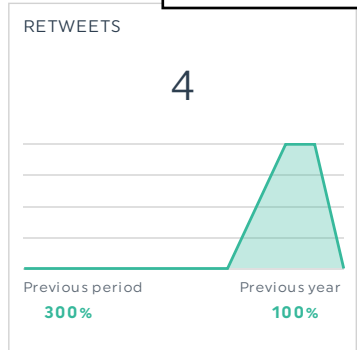
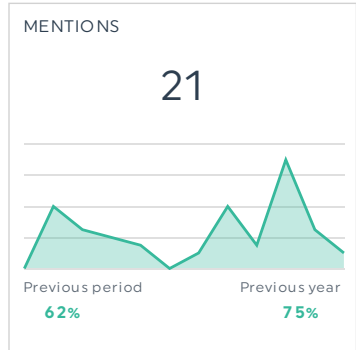


TOP MENTIONS BY FOLLOWERS COUNT

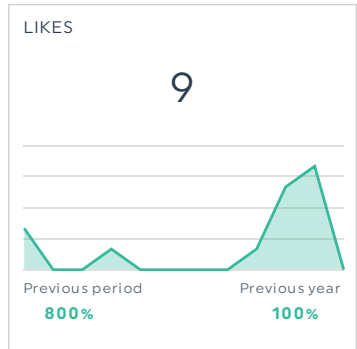
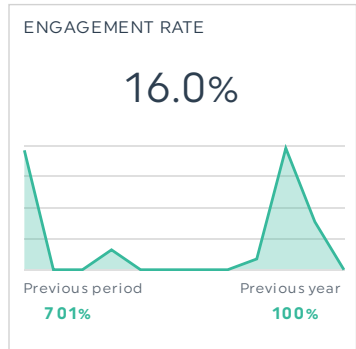
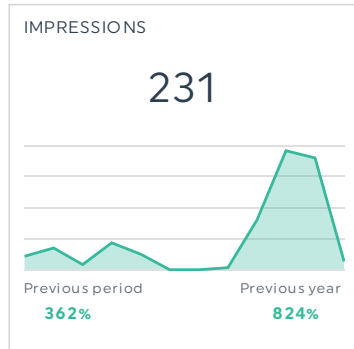
Post	Count
Run, don't walk to the nearest Kroger in DFW to get your...	120
"Patriotic" vanilla popcorn available now through mid ...	120

TOP RETWEETED POSTS

Post	Count
RT @theChrisDo: You are an artist if what you create invi...	78
RT @theChrisDo: A boy can dream because "In dreams b...	21
RT @TXWorkforce: 🇺🇸 It's #NationalSkilledTradesDay! 🇺🇸 T...	19
RT @TexasEconDev: Happy 2022 #SmallBizWeekTEXAS! S...	16
RT @TexasEconDev: When small businesses succeed, Tex...	11
RT @TexasEconDev: For economic growth and strength, ...	6
RT @TexasEconDev: The hard work & dedication of ...	4
RT @TexasEconDev: Veteran, minority and women-owne...	4
RT @TexasEconDev: There's no better time than #SmallB...	3
RT @TXWorkforce: TWC wants to thank all who have serv...	3

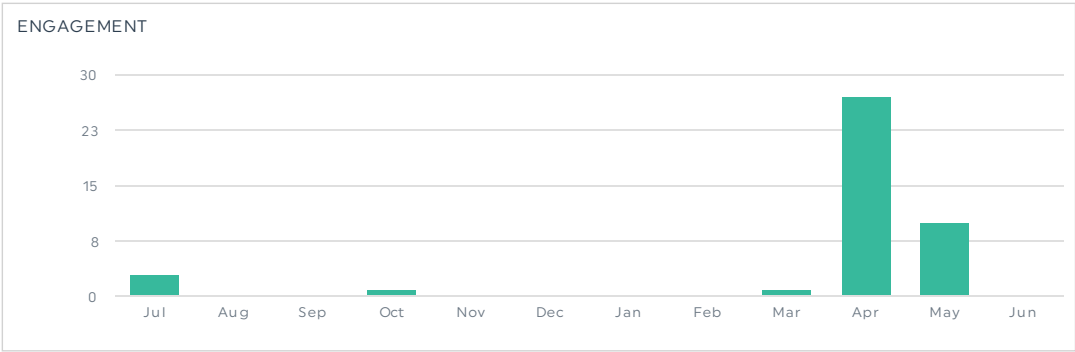


LINKEDIN INSIGHTS



TOP POSTS BY ENGAGEMENT RATE (WITH IMAGE)

Post with image	Engagement Rate	Likes	Clicks
This week, the first ever Wylie ISD Career Day – Build Your Future, was held at the Agriculture Center in Wylie. The event was designed to demonstrate readily available career paths as well as connecting workforce ready students with local employers in need of skilled talent. "The...	56.4%	1	21
Visit us at the Taste of Wylie in Olde City Park on Monday, May 2, 11 AM - 1 PM! Purchase your ticket today for lunch with over 24 local restaurants and food trucks. Proceeds support area food pantries - Wylie Community Christian Care Center, Amazing Grace Food Pantry, 5...	15.4%	1	1
May's Lunch 'n Learn - 'Solutions for Hiring and Retaining Employees' featuring speakers from Workforce Solutions for North Central Texas (Workforce Solutions) will cover programs available to employers to overcome obstacles they face in managing their workforce.	10.6%	2	3
Last night at the Wylie City Council meeting, Mayor Matthew Porter issued a Proclamation confirming the official observance of May 9-13, 2022 as Economic Development Week (EDW) in Wylie, Texas. This week is set aside each year to recognize and celebrate the contributions...	8.3%	1	0
Parents: Through federal, state and local funding from the Texas Workforce Commission to Workforce Solutions for North Central Texas, financial aid for child care is available to families throughout Texas! Eligibility guidelines may differ depending on where you reside.	5.9%	2	0
Total	20.0%	8	25



APRIL - JUNE 2022

Q2 REPORT



SPEAK LOUD
MEDIA

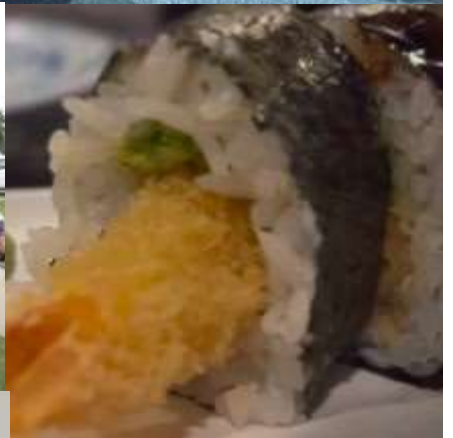
WYLIE ECONOMIC
DEVELOPMENT

THE CONTENT



TASTE OF WYLIE

MONDAY MAY 2ND





LIVE.
LOVE
YLI



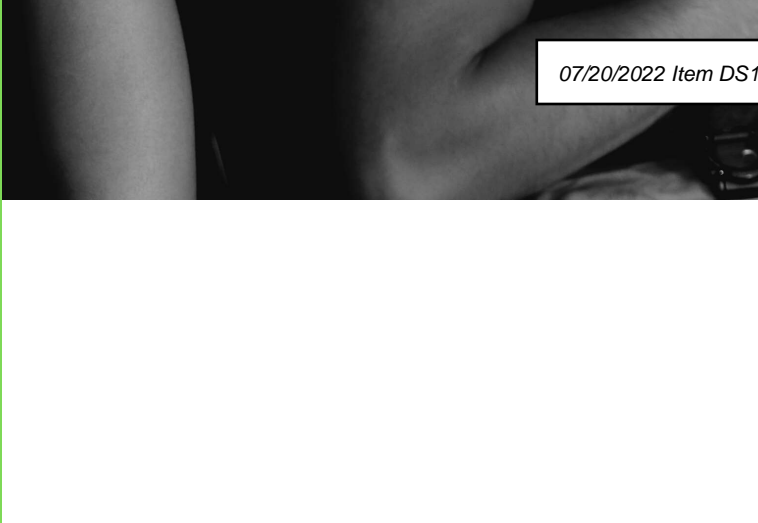
THE NUMBERS

73K ENGAGED USERS

18K ACTIONS TAKE ON POSTS

2.2 MILLION MINUTES WATCHED

TOP PERFORMERS



Speak Loud Media
Published by DJ Shirley · April 1

Two Part! #1 - I cannot believe that is what they are bu
Does anyone know about this????!!? #wylie #wylietx
#2 Have you been to **New York Pizza & Pints - Wylie** t
their soft opening and I went and checked it out!



11,376 People reached
3,092 Engagements

New Business

Speak Loud Media
Published by DJ Shirley · April 12

I have a surprise! I also need your help! Wylie's very own
Gourmet Popcorn is now on shelves at **Kroger** in Wylie :
Kroger's around DFW.. I want to wipe the shelves out! W
and go buy a few bags! **NextGen Dallas GO TEXAN Wyl**
Development Corporation



7,191 People reached
918 Engagements

Growing Business

Speak Loud Media
Published by DJ Shirley · April 28

Tons of fun stuff to do over the next week here in Wylie!
Don't miss out - tickets are limited for pedal car and Tast
Pedal Car Info & Registration: <https://bit.ly/3OExmCh>
Taste of Wylie Tickets: www.wylietexas.gov/taste
Small Business Week: <https://wylieedc.com/Ishopwylie>



FACEBOOK.COM

7,200 People reached
579 Engagements

Event Promo

STRATEGY FOR GROWTH

Reaching Nearby Communities

Going into this next quarter the effort will be to continue to grow the reach outside of Wylie. We have a strong following in and around the city to drive traffic to events, revenue to new businesses / growing businesses but, looking forward we want to expand that to nearby and neighboring areas. While continuing to encourage our local residents to #shoplocal and getting them excited about new things we want to attract NEW revenue into the city. A plan is in place and underway to expand our posts reach beyond Wylie and the immediate area which will result in increased revenue for Wylie businesses and increased attendance at local events from nearby communities.

2022 June Board Meeting -15th

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

2022 July Board Meeting – 12th & 20th

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

2022 August Board Meeting – 17th

Day	Time	Meeting/Event
<u>9</u>	<u>6:00 pm</u>	<u>City Council- CPAC Joint Public Hearing</u>
<u>14-16</u>		<u>SEDC Annual Conference – San Antonio, TX</u>
<u>17</u>	<u>8:30 am</u>	<u>WEDC- Board Meeting</u>
<u>23</u>	<u>11:30 am</u>	<u>Wylie Chamber of Commerce- Monthly Luncheon</u>
<u>23</u>	<u>11:30 am</u>	<u>Chamber LnL – Grow Your Business Through Good Works</u>
<u>23</u>	<u>6:00 pm</u>	<u>City Council- CPAC Joint Public Hearing</u>

Around the Corner...

- Retail Live, Austin- September 1
- Chamber Rodeo – September 9-10
- TEDC- Sales Tax Workshop, DFW/Garland - September 16
- IEDC- Annual Conference, OKC - 18-21
- KCS Strategic Partner Conference, Kansas City- September 28-29
- Manufacturing Day - October 7
- TEDC- Annual Conference, San Antonio- October 19-21
- TEDC- Sales Tax Workshop, Houston - October 28
- TEDC 2022 Fall Basic Economic Development Course, Richardson - November 1-4
- TEDC- Sales Tax Workshop, Austin- November 18
- TEDC- Sales Tax Workshop, Virtual- Available December 2-16