

Wylie Economic Development Corporation

Board Regular Meeting

August 17, 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 20, 2022 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the July 2022 WEDC Treasurer's Report.

REGULAR AGENDA

1. **Tabled from 7-20-2022**

Remove from table and consider

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

2. **Tabled from 7-20-2022**

Remove from table and consider

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 an Agreement for Professional Services between WEDC and Kimley-Horn and Associates, Inc.

4. Consider and act upon issues surrounding the disposition of WEDC property located at 200 W. Brown.

5. Consider and act upon FY 2021-2022 Budget Amendments.

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

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

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

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

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 August 12, 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 20, 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 8:36 a.m. Board Members present were Melisa Whitehead and Gino Mulliqi.

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

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

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 July 12, 2022 Regular Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the June 2022 WEDC Treasurer's Report.**

Board Action

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

REGULAR AGENDA

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

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to table this Item until the next Regular Board Meeting. A vote was taken, and the motion passed 3-0.

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

Staff Comments

Board members discussed the establishment of a Regular Meeting time as well as the importance of having a quorum of the Board available for WEDC Board Meetings.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to table this Item until the next Regular Board Meeting. A vote was taken, and the motion passed 3-0.

President Dawkins moved to Item 4 and will consider Item 3 after Executive Session.

4. Consider and act upon a Master Agreement between WEDC and Kimley-Horn and Associates, Inc.

Staff Comments

Staff discussed the Master Agreement between WEDC and Kimley-Horn, noting that there are a few changes that will be made to the draft. Staff clarified that the Master Agreement allows WEDC to retain professional services with Kimley-Horn. The Board inquired about the benefits of a Master Agreement and if there is a dollar amount tied to the Master Agreement. Staff stated that the biggest benefit to a Master Agreement with Kimley-Horn would be the amount of time saved obtaining professional services without having to go through detailed contract approvals each time. Staff noted that any substantial contracts would be brought to the Board for independent consideration and approval.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to approve a Master Agreement between WEDC and Kimley-Horn and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 3-0.

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

Staff Comments

Staff provided a draft proposal which would engage the services of David Pettit Economic Development, LLC for creation of Tax Increment Reinvestment Zones (TIRZ) in the City of Wylie. Staff will work alongside city staff to define the TIRZ.

Board Action

A motion was made by Melisa Whitehead, seconded by Gino Mulliqi, 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. A vote was taken, and the motion passed 3-0.

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

Staff Comments

Staff provided an overview of the WEDC budget as presented, noting that the only change in the budget from the previous presentation was a \$2,000 difference in Insurance/Personnel Services. The Series 2022 Note will fund before the end of the fiscal year and a final budget amendment to reflect the

proceeds of the loan will be brought back to the Board before the end of FY 22. The final budget work session with City Council takes place on July 26, 2022.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to approve the FY 2022-2023 WEDC Budget as presented. A vote was taken, and the motion passed 3-0.

DISCUSSION ITEMS

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

Staff Comments

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

EXECUTIVE SESSION

Recessed into Closed Session at 9:23 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 10:49 a.m. and moved back to Regular Agenda Item 3.

REGULAR AGENDA

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

Staff Comments

WEDC – Minutes
July 20, 2022
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Staff discussed the listing agreement, noting that the agreement will be for the remainder of the properties located outside of the already negotiated contracts. Additionally, this will include the entire property and not just lot one.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to approve a Listing Agreement between WEDC and Segovia Retail Group and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 3-0.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 10:50 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director



Wylie Economic Development
Board

AGENDA REPORT

Meeting Date:	August 17, 2022	Item Number:	B
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	8-10-22	Exhibits:	4

Subject

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

Recommendation

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

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

REVENUES:

Sales Tax Revenue earned in May allocated in July, was \$331,432.86, an increase of 5.36% over the same period in 2021.

Bank Note Proceeds in the amount of \$8,108,000 were received after funding of the Series 2022 Note. Funding finalized on July 20, 2022.

EXPENSES:

Incentives

\$34,845.79	CSD Woodbridge Quarterly Sales Tax Reimbursement
\$30,000.00	Avanti- Incentive 3

Special Services

\$108,672.88	Calhar Construction- FM 544 Water Line Extension
\$52,800.00	Zachary Construction Services- Tree Removal Hwy 78 & Brown
\$108,000.00	Loan Origination Costs for Series 2022 Note
\$10,941.13	Elm Creek Environmental- Ph1/Ph2 UP Lot

Engineering/Architectural

\$5,745.00	Cardinal Strategies- Flood Study Hooper/Steel
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Land/Purchase Price

\$5,100.00	Earnest Money/Option Fee- 200 W. Brown
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		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	331,432.86	2,655,045.99	-1,134,920.01	29.95 %
Category: 400 - Taxes Total:		3,789,966.00	3,789,966.00	331,432.86	2,655,045.99	-1,134,920.01	29.95%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	4,074.27	6,639.16	639.16	110.65 %
Category: 460 - Interest Income Total:		6,000.00	6,000.00	4,074.27	6,639.16	639.16	10.65%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	132,240.00	132,240.00	13,570.00	110,680.00	-21,560.00	16.30 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	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	0.00	-70,386.08	-2,671,502.08	102.71 %
Category: 480 - Miscellaneous Income Total:		2,733,356.00	2,733,356.00	13,570.00	41,838.88	-2,691,517.12	98.47%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	8,108,000.00	8,108,000.00	16,216,000.00	8,108,000.00	200.00 %
Category: 490 - Transfers In & Other Financing Sources Total:		0.00	8,108,000.00	8,108,000.00	16,216,000.00	8,108,000.00	100.00%
Revenue Total:		6,529,322.00	14,637,322.00	8,457,077.13	18,919,524.03	4,282,202.03	29.26%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	286,558.00	286,558.00	36,459.79	228,006.07	58,551.93	20.43 %
111-5611-51130	OVERTIME	0.00	0.00	222.52	222.52	-222.52	0.00 %
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	5,295.14	35,027.96	9,502.04	21.34 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,836.94	31,488.56	17,815.44	36.13 %
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	2,149.66	13,066.87	5,556.13	29.83 %
111-5611-51450	MEDICARE	4,355.00	4,355.00	502.74	3,055.91	1,299.09	29.83 %
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	6.21	40.06	1,039.94	96.29 %
Category: 510 - Personnel Services Total:		407,264.00	407,276.56	48,473.00	312,379.86	94,896.70	23.30%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	173.92	3,667.73	1,332.27	26.65 %
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	137.93	3,003.26	3,096.74	50.77 %
Category: 520 - Supplies Total:		11,400.00	11,400.00	311.85	6,742.69	4,657.31	40.85%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	9,258.00	0.00	8,958.50	299.50	3.24 %
111-5611-54810	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	1,975.00	4,124.99	1,375.01	25.00 %
Category: 540 - Materials for Maintenance Total:		8,000.00	14,758.00	1,975.00	13,083.49	1,674.51	11.35%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,043,973.00	1,043,973.00	64,845.79	294,640.84	749,332.16	71.78 %
111-5611-56040	SPECIAL SERVICES	118,156.00	4,367,739.00	281,830.24	2,198,959.93	2,168,779.07	49.65 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	1,522.24	51,209.47	77,890.53	60.33 %
111-5611-56090	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	2,642.44	30,629.94	21,420.06	41.15 %
111-5611-56110	COMMUNICATIONS	6,400.00	6,400.00	536.90	4,227.44	2,172.56	33.95 %
111-5611-56180	RENTAL	27,000.00	27,000.00	0.00	20,250.00	6,750.00	25.00 %
111-5611-56210	TRAVEL & TRAINING	74,600.00	74,600.00	204.02	45,088.11	29,511.89	39.56 %
111-5611-56250	DUES & SUBSCRIPTIONS	39,810.00	52,810.00	282.05	50,199.67	2,610.33	4.94 %
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	0.00	13,970.50	19,029.50	57.67 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 07/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56570 ENGINEERING/ARCHITECTURAL	87,500.00	189,300.00	7,590.00	126,392.55	62,907.45	33.23 %
111-5611-56610 UTILITIES-ELECTRIC	2,400.00	2,400.00	218.88	1,533.32	866.68	36.11 %
Category: 560 - Contractual Services Total:	1,620,292.00	5,984,675.00	359,672.56	2,842,559.78	3,142,115.22	52.50%
Category: 570 - Debt Service & Capital Replacement						
111-5611-57410 PRINCIPAL PAYMENT	694,127.33	5,403,249.03	26,515.86	4,947,402.70	455,846.33	8.44 %
111-5611-57415 INTEREST EXPENSE	315,135.79	326,452.12	23,533.14	226,585.48	99,866.64	30.59 %
Category: 570 - Debt Service & Capital Replacement Total:	1,009,263.12	5,729,701.15	50,049.00	5,173,988.18	555,712.97	9.70%
Category: 580 - Capital Outlay						
111-5611-58110 LAND-PURCHASE PRICE	0.00	3,983,392.59	5,100.00	3,899,744.85	83,647.74	2.10 %
111-5611-58210 STREETS & ALLEYS	2,175,000.00	0.00	0.00	0.00	0.00	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	5,100.00	4,478.51	3,978,914.08	99.89%
Expense Total:	5,231,219.12	16,131,203.30	465,581.41	8,353,232.51	7,777,970.79	48.22%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	-1,493,881.30	7,991,495.72	10,566,291.52	12,060,172.82	807.30%
Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	7,991,495.72	10,566,291.52	12,060,172.82	807.30%

08/17/2022 Item B.

Budget Report

For Fiscal: 2021-2022 Period Ending: 07/31/2022

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	331,432.86	2,655,045.99	-1,134,920.01	29.95%
460 - Interest Income	6,000.00	6,000.00	4,074.27	6,639.16	639.16	10.65%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	13,570.00	41,838.88	-2,691,517.12	98.47%
490 - Transfers In & Other Financing Sources	0.00	8,108,000.00	8,108,000.00	16,216,000.00	8,108,000.00	100.00%
Revenue Total:	6,529,322.00	14,637,322.00	8,457,077.13	18,919,524.03	4,282,202.03	29.26%
Expense						
510 - Personnel Services	407,264.00	407,276.56	48,473.00	312,379.86	94,896.70	23.30%
520 - Supplies	11,400.00	11,400.00	311.85	6,742.69	4,657.31	40.85%
540 - Materials for Maintenance	8,000.00	14,758.00	1,975.00	13,083.49	1,674.51	11.35%
560 - Contractual Services	1,620,292.00	5,984,675.00	359,672.56	2,842,559.78	3,142,115.22	52.50%
570 - Debt Service & Capital Replacement	1,009,263.12	5,729,701.15	50,049.00	5,173,988.18	555,712.97	9.70%
580 - Capital Outlay	2,175,000.00	3,983,392.59	5,100.00	4,478.51	3,978,914.08	99.89%
Expense Total:	5,231,219.12	16,131,203.30	465,581.41	8,353,232.51	7,777,970.79	48.22%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	-1,493,881.30	7,991,495.72	10,566,291.52	12,060,172.82	807.30%
Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	7,991,495.72	10,566,291.52	12,060,172.82	807.30%

8/10/2022 9:00:51 AM

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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	7,991,495.72	10,566,291.52	12,060,172.82
Report Surplus (Deficit):	1,298,102.88	-1,493,881.30	7,991,495.72	10,566,291.52	12,060,172.82

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

Assets

Cash and cash equivalents	\$ 10,602,262.93	
Receivables	\$ 40,000.00	<i>Note 1</i>
Inventories	\$ 16,030,043.04	
Prepaid Items	<u>\$ -</u>	
Total Assets	<u><u>\$ 26,672,305.97</u></u>	

Deferred Outflows of Resources

Pensions	<u>\$ 75,630.55</u>
Total deferred outflows of resources	<u><u>\$ 75,630.55</u></u>

Liabilities

Accounts Payable and other current liabilities	\$ 9,012.40	
Unearned Revenue	\$ 1,200.00	<i>Note 2</i>
Non current liabilities:		
Due within one year	\$ 135,626.07	<i>Note 3</i>
Due in more than one year	<u>\$ 16,255,182.25</u>	
Total Liabilities	<u><u>\$ 16,401,020.72</u></u>	

Deferred Inflows of Resources

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

Net Position

Net investment in capital assets	\$ -
Unrestricted	<u>\$ 10,301,530.39</u>
Total Net Position	<u><u>\$ 10,301,530.39</u></u>

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 07/31/2022

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	10,600,262.93
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	728,867.00
	Total Assets:	27,401,172.97
		<u>27,401,172.97</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	738.80
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	8,124.80
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	6.22
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	130.58
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	728,867.00
111-2000-20810	DUE TO GENERAL FUND	0.00

As Of 07/31/2022

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:	739,079.40

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		18,919,524.03
Total Expense		8,353,232.51
Revenues Over/Under Expenses		10,566,291.52
	Total Equity and Current Surplus (Deficit):	26,662,093.57
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>27,401,172.97</u>

As Of 07/31/2022

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	93,720.81
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
922-2000-28248	GOVCAP LOAN/SERIES 2022	8,067,548.32
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:	16,390,808.32
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		-16,216,000.00
Total Expense		-4,947,402.70
Revenues Over/Under Expenses		-11,268,597.30
	Total Equity and Current Surplus (Deficit):	-16,360,563.18
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>30,245.14</u>

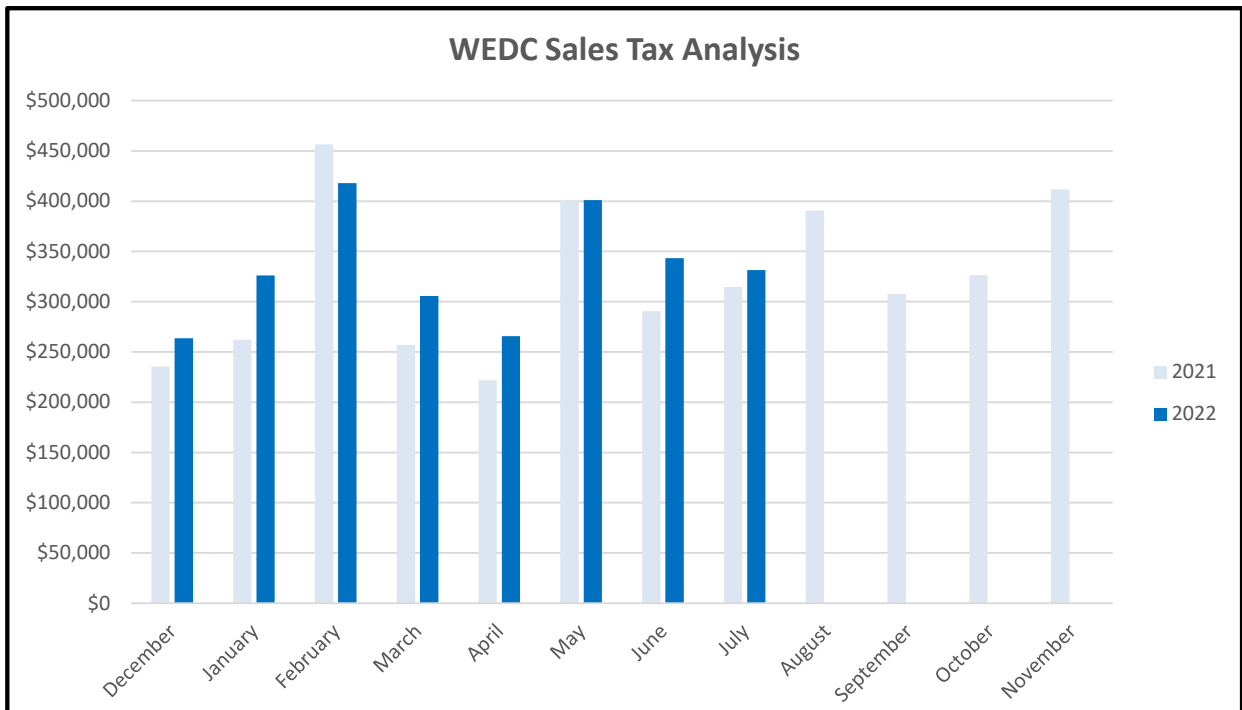
Wylie Economic Development Corporation

SALES TAX REPORT

July 31, 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	\$ 331,432.86	\$ 16,873.76	5.36%
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	\$ 2,655,045.98	\$ 216,242.61	11.28%
Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 2,655,045.98	\$ 216,242.61	11.28%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: July SlsTx Revenue is actually May SlsTx and is therefore the 8th allocation in FY22.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: August 17, 2022
Department: WEDC
Prepared By: Jason Greiner
Date Prepared: 8-15-22
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

Tabled from 7-20-2022

Remove from table and consider

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.

AGENDA REPORT

Meeting Date:	August 17, 2022	Item Number:	2
Department:	WEDC		<i>(Staff Use Only)</i>
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	8-15-22	Exhibits:	1

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

Tabled from 7-20-2022

Remove from table and consider

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: August 17, 2022
Prepared By: Jason Greiner
Date Prepared: 8-15-22

Item Number: 3
Account Code:
Exhibits: 1

Subject

Consider and act upon an Agreement for Professional Services between WEDC and Kimley-Horn and Associates, Inc.

Recommendation

Motion to approve an Agreement for Professional Services between WEDC and Kimley-Horn in the amount of \$53,000 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

As the Board is aware, WEDC has been working on the FM 544 Gateway development and will need surveying and civil engineering for platting and design of infrastructure to allow the development of the approximately 12.2-acre site.

Tasks 1-5 and Task 7 of the Agreement will allow Kimley-Horn to accomplish the following:

- 1. Concept Plan
2. Preliminary Plat
3. Final Plat
4. On-Site Civil Engineering
5. Traffic Impact Analysis
7. Record Drawings

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

August 5, 2022

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

Re: Agreement for Professional Services
544 Gateway Addition

Dear Jason:

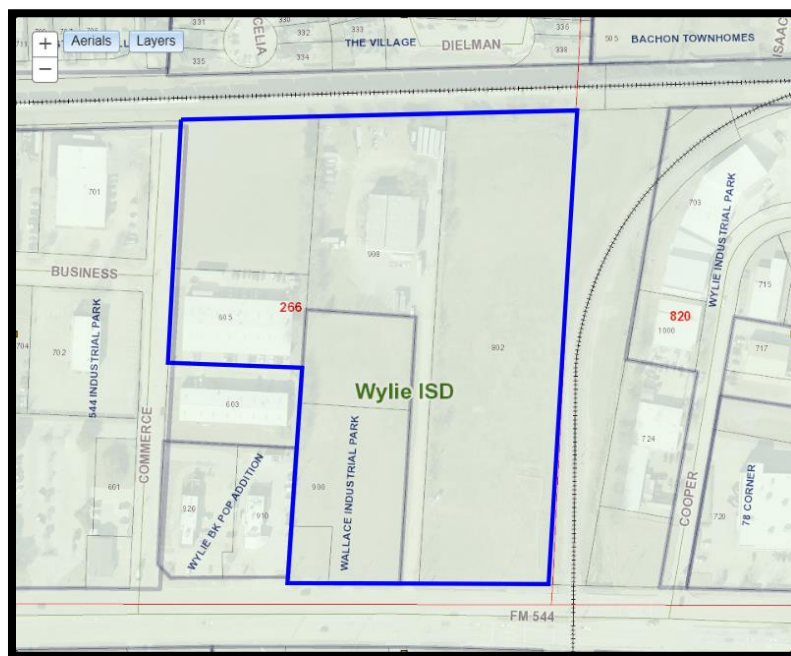
Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement to the Wylie Economic Development Corporation (“WEDC” or “Client”) for providing surveying and civil engineering services.

Our Scope of Services is outlined on the following pages and is based on our understanding of your needs and information provided to Kimley-Horn.

Project Understanding

The WEDC requested KH provide a professional services agreement for surveying and site civil engineering for an approximately 12.2-acre tract to be platted and to design the infrastructure that will serve the site. The 12.2-acre tract is located at the intersection of F.M. Hwy. No. 544 and Commerce Drive.

An exhibit of the subject tract is provided below.



There is existing survey work that has been performed by Roome Land Surveying and will be utilized for this project.

The Scope of Services, provided below, is based upon the following:

- Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Task;
- Our services will be performed in general accordance with current published City design standards;
- KH does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client;
- Private utility information (gas, electric, cable, and telephone) will be shown on the plan for reference only if provided by the appropriate entities in a timely manner. Design of franchise utilities is beyond the scope of this agreement;
- Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement;
- Design of Life Safety Lighting and signage is beyond the scope of this Agreement;
- KH has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of Probable Construction Costs (OPCC) are based on the information known to KH at the time and represent only KH's judgment as a design professional. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.
- Additional tasks may be necessary to complete the project based on City/Client requirements. If necessary KH will provide the Client with a separate scope and fee for this effort.
- KH shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Client shall not allow the contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the Client shall direct the contractor to promptly submit the matter to the Client before the improvements are built. The Client shall promptly make a determination and issue the necessary instructions to the contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.
- In the performance of any services during construction, KH shall not be responsible for the means, methods, acts, techniques, equipment choice and usage, sequences, schedules or for safety precautions or programs of any Contractor, Subcontractor, or any other individual or entity performing or furnishing work. KH shall not have the authority or responsibility to stop or direct the work of any Contractor or authorize changes to the Contractor's scope of work. KH will not be responsible for any inspections or certifications during or after completion of the project.
- Any standard details or specifications provided or referenced on KH plans are for the convenience of the Client only. The Client understands that jurisdictions often mandate use of

their standard and that these standards have not been modified or designed by KH. The Client has declined to have these standards updated or made specific to this project and will not hold KH responsible for errors or omissions in these standards should an issue arise from their use.

- The property is zoned to allow the intended use. Changes to the zoning and/or request for variances or special use permits will not be required.
- Electrical design (such as site lighting), structural design (such as retaining walls), and site signage design is beyond the scope of this Agreement.
- The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas or other Environmentally Sensitive Areas.
- The adjacent water and wastewater mains are adequate in size to serve the proposed use and no offsite extensions or improvements are anticipated or required. No design or study of offsite improvements to water, wastewater, roadways, traffic signals, or other utilities is known at this time and is therefore excluded.
- The site development is not anticipated to impact any published FEMA floodplain area.
- Detention of the site's runoff is not required. No storm water quality design will be required.
- KH has been provided survey information and instructed to use it for our design. KH will not be liable for errors or omissions in our work that were contributed to by errors or omissions in the survey.

Scope of Services

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

Task 1 – Concept Plan \$5,000 LS

KH will prepare a Concept Plan that shows the proposed improvements for the subject tract and submit to the WEDC for review. The proposed improvements will include a private firelane from F.M. 544 to Commerce Drive, a turn lane from FM 544 into the subject site, a water main along the firelane, sanitary sewer connections and storm sewer. All public infrastructure will be proposed within a firelane, access and utility easement.

Task 2 – Preliminary Plat \$2,000 LS

KH was provided a copy of the existing Preliminary Plat prepared by Roome Land Surveying and dated October 2021. This plat will need to be updated based on the approved Concept Plan. Kimley-Horn will coordinate with Roome Land Surveying to make the required updates. KH will submit a Preliminary Plat, Checklist and Application to the City for review. KH will attend one meeting with review staff and, if required, one public hearing at which the item is considered for approval.

Task 3 – Final Plat \$ 4,500 LS

KH will prepare and submit a Final Plat, Checklist, and Application to the City for review. KH will attend one Planning and Zoning Commission and one City Council meeting at which the Final Plat is considered for approval. If approved, KH will coordinate filing of the Plat with the County.

Task 4 - On-Site Civil Engineering

\$ 30,000 LS

KH will prepare civil engineering plans for the infrastructure to serve the approximate 12.2-acre site. The plans will consist of the following:

- A. Cover Sheet
- B. Paving Plan

KH will prepare a paving plan for the site. The paving plan will include a street that connects F.M. 544 and Commerce Drive. The typical section will be a firelane pavement section.

- C. Turn Lane Design

KH will prepare a grading, paving, and striping plan for the proposed deceleration lane from F.M. 544 into the site. The turn lane plans will be submitted concurrently to TxDOT with the on-site civil engineering plans, and not as a separate plan set. Effort to coordinate with TxDOT and acquire a permit is included in the submittals/coordination/meetings task. A TIA is anticipated to be required by TxDOT and the effort to prepare the TIA is included in a separate task.

- D. Water and Sanitary Sewer Plan

KH will prepare water and sanitary sewer plans for the site. The plan will show the water and sanitary sewer mains and services stubbed out to each proposed lot.

- E. Drainage Area Map and Erosion Control Plan

KH will prepare a drainage area map for the site showing on-site drainage patterns and off-site discharges onto the site. This plan will show required erosion control measures to be installed prior to disturbance of the site and to be maintained throughout site construction. It is understood the General Contractor will prepare the SWPPP package and obtain the necessary permits required by TCEQ.

- F. Storm Drainage Plan and Profile

KH will prepare a storm drainage plan for the site showing inlet and pipe sizes and locations. KH will prepare storm drainage profile sheets for storm sewer with an inside diameter of 18 inches and larger.

- G. Construction Details

This task includes addressing up to two rounds of City and Client review comments. Response to additional rounds of comments will be on an hourly basis.

Private utility information (gas, electric, cable, and telephone) will be shown on the plan if provided by the appropriate entities in a timely manner.

Task 5 – Traffic Impact Analysis

\$ 10,000 LS

Data Collection

In the general vicinity of the proposed development, KH will perform in-field verification of the existing roadway network and intersection characteristics in the study area. KH will investigate publicly-available traffic count information for the adjacent roadways.

KH will perform turning movement counts during the weekday AM and PM peak hours at the following intersections. If additional counts are required, it will be considered an additional service.

- FM 544 & Commerce Drive
- FM 544 & Existing Drive

KH will perform weekday 24-hour machine counts on FM 544

Traffic Operational Analysis

The study area is defined as the intersections and roadway links where data was collected (two intersections), KH will conduct the analysis for the weekday AM and PM peak hour time periods.

KH will perform the following tasks:

- Evaluate the existing (2022) intersection operational conditions at each existing study intersection;
- Calculate the site buildout year each study intersection by inspection of growth rates and addition of traffic from other committed developments in the vicinity;
- Evaluate the intersection operational conditions for each background traffic scenario;
- Calculate new site-generated traffic based on ITE Trip Generation Manual, latest edition, including reductions for internal capture and transit adjacency;
- Create distribution of site-generated traffic in the major directions;
- Assign site-generated traffic onto site driveways and adjacent roadways;
- Evaluate intersection traffic operations for the buildout scenarios using background and site-generated traffic at the study intersections;
- Perform a link capacity analysis for the roadway adjacent to the site for the existing and future year scenarios;
- Identify intersection and thoroughfare deficiencies based on background and site-related traffic;
- Recommend site access and transportation improvements needed to maintain traffic flow in the study area, and identify the site's pro-rata share of the costs, if any, and
- Recommend intersection geometry and type of traffic control at project driveways.
- No traffic signal warrant analysis is included as part of this scope of services

Prepare Technical Memorandum

KH will document the findings of this task in a draft technical memorandum and will present the memorandum to the Client for review. KH will incorporate comments from the Client into the

memorandum and will prepare a final technical memorandum and will submit the memorandum to the Client. If the memorandum is reviewed by outside agencies, and should the outside agencies request revisions to the study upon review, KH will make one round of revisions and resubmit the updated study.

Task 6 - Submittals\Coordination\Meetings \$ 20,000 HR

At Client’s request, KH will attend design team project meetings, City meetings, and/or other project related meetings not listed in previous Task items. Two rounds of City staff review comments are included in the lump sum portion for each design task in this Agreement; however, we will address additional staff review comments in an effort to obtain project approval and permits on an hourly basis under this task. The actual effort for this task will include additional effort required to address and revise the plans, based on reasonable comments by the City.

The effort required to coordinate with TxDOT to obtain a permit for the proposed deceleration lane off of F.M. 544 is included in this task.

Because the extent of our required effort is unknown at this time, we have projected our effort at 100 hours.

Task 7 - Record Drawings \$ 1,500 LS

KH will prepare record drawings for the project per the City requirements for Record Drawings. We will use the contractor mark-ups given to us by the contractor as the basis for the record drawings. KH will not be performing field verification of the contractor’s mark-ups.

Additional Services

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

The remainder of this page is intentionally left blank.

Fee and Expenses

KH will perform the services on a lump sum or hourly labor fee as described below. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	FEE
Task 1 Concept Plan	\$5,000 (LS)
Task 2 Preliminary Plat	\$2,000 (LS)
Task 3 Final Plat	\$4,500 (LS)
Task 4 On-site Civil Engineering	\$30,000 (LS)
Task 5 Traffic Impact Analysis	\$10,000 (LS)
Task 6 Submittals/Coordination/Meetings	\$20,000 (HR)
Task 7 Record Drawings	\$1,500 (LS)
Projected Total	\$73,000 (LS)

Lump sum fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Projected hourly fees will be invoiced monthly based on the actual amount of service performed and expenses incurred.

Please be advised KH is not a Contingent Partner in this project. As such the Consultant will be paid in full for all Professional Services rendered. Payment of invoices will be due within 25 days of receipt. The Consultant reserves the right to suspend services if payment has not been received within 25 days of receipt of the invoice.

Closure

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

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

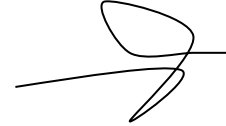
We appreciate the opportunity to provide these services to you. Please contact us if you have questions.

Sincerely,

Kimley-Horn and Associates, Inc.

Brittany S. Rouse, P.E.

Brittany S. Rouse, P.E.
Project Manager



Hugo Morales, P.E.
Senior Associate

AGREED to on this _____ day of _____, 2022

WYLIE ECONOMIC DEVELOPMENT CORPORATION

By: _____

Title: _____

Date: _____

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

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

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

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

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

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

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

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

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

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

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

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

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

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

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

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

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

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

substance or condition is eliminated.

(15) Construction Phase Services.

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

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

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

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

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

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



Wylie Economic Development
Board

AGENDA REPORT

Meeting Date:	<u>August 17, 2022</u>	Item Number:	<u>4</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>8/12/22</u>	Exhibits:	<u></u>

Subject

Consider and act upon issues surrounding the disposition of WEDC property located at 200 W. Brown.

Recommendation

Motion to award a contract to Zachary Construction Services in the amount of \$10,000 and further authorize the Executive Director to execute any and all necessary documents.

Discussion

The WEDC approved the purchase of 200 W. Brown on 7-12-22 and is scheduled to close on the property on 8-18-22. Staff is bringing this item back to the Board to consider and act upon the demolition of the property.

If approved, staff will prepare for demolition as soon as possible.

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



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: August 17, 2022 Item Number: 5
Prepared By: Jason Greiner Account Code:
Date Prepared: 8/11/22 Exhibits:

Subject
Consider and act upon FY 2021-2022 Budget Amendments.

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

Discussion
Staff will submit FY 2021-2022 Budget Amendments for consideration by City Council on August 23, 2022.
The WEDC amendments detailed below adjust the budget to account for items that need to be amended following receipt of loan proceeds from the Series 2022 Note and Board-authorized real estate transactions and projects.
Revenues
111-4000-49325 Bank Note Proceeds
Receipt of Loan Proceeds: \$8,108,000.00
Expenses
111-5611-56040 Special Services
Loan Origination Costs \$ 108,000.00
Demolition- 200 W Brown \$ 10,000.00 (Pending Approval 8-17-22)
111-5611-56570 Engineering/Architecture
Alanis Sanitary Sewer Design \$ 20,500.00 (Approved 6-13-22)
FM 544 Gateway Design \$ 53,000 (Pending Approval 8-17-22)
111-5611-57410 Principal Payment
August/Sept Series 2022 \$ 40,451.68
111-5611-57415 Interest Payment
August/Sept Series 2022 \$ 64,783.26
111-5611-58110 Land-Purchase Price
200 W. Brown \$ 159,325.57



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: August 17, 2022 Item Number: DS1
Prepared By: Jason Greiner Account Code:
Date Prepared: 8-11-22 Exhibits:

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
WEDC Property Update:
Property Management
• Staff has received Open Records Requests for mowing contractor information and expenses related to mowing, weed eating, and edging services at WEDC-owned properties within the past five years. All requests have been fulfilled.
Property Acquisition- UP Lot/N Keefer
• City Council approved the change of zoning for 401 N Keefer from Downtown Historic-Residential only to allow for commercial and/or residential uses on Feb 22; The UP Lot will have to go through the same process (at HRC, P&Z, & CC).
• WEDC Board provided a 30-day extension at the 4/22 meeting and a second amendment at the 6/15 meeting, and Staff anticipated closing by 7/30/22.
• Staff was notified by UP of reference to a fiber easement that was not identified on the survey. Staff has been working with utility locators to identify any additional lines not shown on survey and surveyors have been back onsite following additional request for line identification.
• Staff anticipates no further delay to close once new survey is submitted to UP.
Property Acquisition- 200 W Brown
• Title Commitment and survey has been received.
• Phase I results show no recognized environmental conditions identified for the site.
• Closing is set for 8/18/22.
Downtown Parking: - No Update, pending closing of UP lot next to 401 N Keefer
• The new site plan was initially reviewed with engineering but the biggest issue is detention & drainage.

- Downtown Thoroughfare and Drainage Studies may need to be completed prior to moving forward with construction.
- Staff is working with the UP representative to obtain the ILA for the City of Wylie.

Engineering Report:

Design & Engineering - FM 544/Cooper

- Pending approval at the 8/17 Board Meeting, Kimley Horn will start working on the FM 544 Gateway development. They will complete the necessary civil engineering for platting and design of infrastructure to allow the development of the approximately 12.2-acre site.
- Tasks will include: Concept Plan, Preliminary Plat, Final Plat, On-Site Civil Engineering, Traffic Impact Analysis, and Record Drawings

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 has been received and project is complete.

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 coordinated with property mgmt for final site cleanup to ensure that site is clean and mowable.
- Oncor utility pole relocations have been given to the field crews. The new poles are installed, but the removal of the three existing poles is delayed. Currently waiting on telecom company to remove lines from old poles.
- Dowager has mobilized on site and has completed installation of SWPPP. Boring and lowering of existing water line is in process.

Environmental- State Hwy 78 & Brown

- Affected Property Assessment Report (APAR) will be submitted this week, along with the Self Implementation Notice which officially notifies TCEQ of our intention to remove the contaminated soil. This notice could not be submitted until the APAR was submitted. Elm Creek has contracted with Sunbelt Industrial Services to remove the contaminated soil and plug and abandon the remaining groundwater sampling wells, with the goal of completion in the first half of September. Once these tasks are done, we will be complete with all groundwork at the site unless TCEQ requests additional tasks, which is not believed to be likely.
- A Response Action Effectiveness Report (RAER) that details the remediation done at the site will be completed after soil removal and Elm Creek will apply for a certificate of closure. This timeline is dependent on how long TCEQ takes to review the APAR and RAER and if they request any additional work done at the site. If everything goes smoothly, we anticipate having the site closed by the end of the year.

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.

Regency Business Park - Steel Rd/Hooper Road (KH)

- Kimley-Horn is preparing a proposal to review the Cardinal flood study and provide recommendations on drainage/detentions improvements. KH will look into the possibility of amenitizing the drainage improvements (ex. Watter’s Creek in Allen, Grandscape in the Colony, Granite Park in Plano etc.)

Flood Study - State Hwy 78/Alanis (KH)

- Kimley-Horn met with the City and Rachael/Jason to discuss the proposed improvements for the property. Detention will be required for the project unless a study is submitted that shows no increase in water surface elevations or velocities.
- Current grading plan shows ~10.6 acres (462,000 SF) developable area.
- KH preparing proposal for the Alanis water line extension to serve the property.

Sanitary Sewer Extension - State Hwy 78/Alanis (KH)

- Coordination underway with the Woodbridge golf course and the Nelson family on proposed drainage and sanitary sewer easement.
- Easements will be staked once the preliminary route is negotiated and walked with the property owners.

Tree Survey/Inventory - State Hwy 78/Alanis (KH)

- Kimley-Horn’s proposal has been received.
- Tree survey and easement staking is on hold until easement location is finalized and the Board determines how they would like to see this site developed.

Upcoming Events:

- Council/TIRZ Work Session/CPAC Public Hearing- August 23
- Please see the attached Marketing Calendar for the full list of upcoming events

WEDC Activities/Programs:

- Rachael Hermes will participate in Class 19 of Leadership Wylie, which runs from September-May 2023.
- Sales tax revenues for the month of August are up 9.96%
- Overall sales tax revenues for FY22 are up 11.13%

2022 July **Board Meeting – 12th & 20th**

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

2022 August **Board Meeting – 17th**

Day	Time	Meeting/Event
2	8:30-9:30 am	WDMA Meeting
9	6:00 pm	City Council- CPAC Joint Public Hearing
<u>14-16</u>		<u>SEDC Annual Conference – San Antonio, TX</u>
17	8:30 am	WEDC- Board Meeting
23	11:30 am	Wylie Chamber of Commerce- Monthly Luncheon
23	11:30 am	Chamber LnL – Grow Your Business Through Good Works
23	6:00 pm	City Council- CPAC Joint Public Hearing

2022 September **Board Meeting – 21st**

Day	Time	Meeting/Event
<u>1</u>		<u>Retail Live! South Central- Austin - jg</u>
<u>5</u>	<u>CLOSED</u>	<u>Labor Day</u>
6	8:30-9:30 am	WDMA Meeting
9-10		Wylie Championship Rodeo - RSVP
13	6:00 pm	City Council
16	8:00 am	TEDC- Sales Tax Workshop, DFW/Garland- dd, bp, jg
<u>18-21</u>		<u>IEDC Annual Conference - OKC</u>
21	8:30 am	WEDC- Board Meeting
22	TBD	Possible Legislative Dinner - TBD
27	11:30 am	Wylie Chamber of Commerce Luncheon- State of Wylie ISD and Collin College
27	6:00 pm	City Council - MFG Day Proclamation
<u>28-29</u>		<u>KCS Strategic Partner Conference, Kansas City</u>

Around the Corner...

- MFG Day Tours Engineering, Robotics, Welding - October 7
- MFG Day Community Event – Sanden – Oct 7 from 4-7 pm
- MFG Day Tour – Culinary Arts – October 17
- Compounding Pharmacy Tour – October 19
- TEDC- Annual Conference, San Antonio- October 19-21
- MFG Day Tour – Graphic Arts – October 21
- Wylie Chamber of Commerce- Spotlight on Manufacturers Luncheon- October 25
- MFG Day Tour – Construction – October 26
- 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