

Wylie Economic Development Corporation

Regular Meeting

March 3, 2021 – 8:30 a.m.

Council Conference Room - 300 Country Club Road, Building #100, Wylie, TX 75098

WYLIE, TX
ECONOMIC DEVELOPMENT CORPORATION

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address the Wylie EDC 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. Wylie EDC requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, the Wylie EDC 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 Wylie EDC 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 January 20, 2021 Regular Meeting and the February 5, 2021 Special Called Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the January 2021 WEDC Treasurer's Report.

ACTION ITEMS

1. Consider and act upon a Performance Agreement between the WEDC and Ballers Elite - The Lab LLC.
2. Consider and act upon the award of bid for the F.M. 544 waterline extension to CalHar Construction, Inc. in the amount of \$207,584 and further authorizing the Executive Director to execute any and all necessary documents.

DISCUSSION ITEMS

3. Staff report: WEDC Property Update, License Agreement, WEDC Office/Insurance Claim, Engineering Report, Mid-Year Budget Amendments, Upcoming Events, and WEDC Activities/Programs.

EXECUTIVE SESSION

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

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 and Alanis, State Hwy 78 and Birmingham, State Hwy 78 and Brown.

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-9b, 2020-10b, 2020-11b, 2021-1d, 2021-1f, 2021-2b and 2021-2c.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

ES3. Executive Director's Annual Review.

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 February 26, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972-516-6020. Hearing impaired devices are available from the City Secretary prior to each meeting.

If during the course of the meeting covered by this notice, the WEDC should determine that a closed or executive meeting or session of the Corporation 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 WEDC at the date, hour and place given in this notice as the WEDC 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
January 20, 2021 – 8:30 A.M.
300 Country Club Road, Building #100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

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

Ex-Officio Member Mayor Matthew Porter arrived at 8:32 a.m. and City Manager Chris Holsted was present at the call to order.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Board Member Whitehead gave the invocation and led the Pledge of Allegiance.

CITIZEN PARTICIPATION

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 separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Consider and act upon approval of the January 7, 2021 Minutes of the WEDC Board of Directors Meeting.**
- B. Consider and act upon approval of the December 2020 WEDC Treasurer's Report.**

Board Action

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

ACTION ITEMS

- 1. Consider and act upon issues surrounding 2020 WEDC Annual Report.**

Staff Comments

Staff discussed the 2020 WEDC Annual Report and the annual report provided to the Texas Comptroller's Office, noting that some revenues and expenses are categorized differently per the requirements of the Comptroller's Report versus what is typically seen in the monthly Treasurer's Reports. For example, the Comptroller's Office requires that expenses within Special Services be distributed into categories for reporting purposes and revenues related to the sale of assets are

reported showing full purchase price versus the accrual-based accounting method of reporting with Gain/Loss Sale of Capital Asset in the Treasurer’s Reports.

Staff discussed the full Annual Report as provided within the board packet for the Board’s review and approval. As per the WEDC Bylaws, the WEDC must present an annual report to the Wylie City Council no later than January 31st of each year. The report must include, but is not limited to, a review of expenditures made by the Board, a review of accomplishments, and a review of other than direct economic development. Staff noted the need for a couple of minor changes to wording within the document but believes the Report presented meets the intent of the requirements of the Bylaws with the same being presented to the Wylie City Council on January 26, 2021.

Board Action

A motion was made by Gino Mulliqi, seconded by John Yeager, to approve the 2020 WEDC Annual Report with minor changes and present the same to the Wylie City Council for their review. A vote was taken, and the motion passed 4-0.

2. Consider and act upon a Commercial Lease Agreement for office space at 250 South Hwy 78.

Staff Comments

Staff discussed the need to consider lease renewal of the current Wylie EDC office space, noting that the current lease amount of \$2,250 had been negotiated for an additional 5 years. Staff noted that the lease had been renewed two previous times, both for 5-year extensions.

The Board discussed various options including co-locating with the Wylie Chamber of Commerce to take advantage of synergies between the missions of the organizations; relocating to City of Wylie office space; or pursuing new office space in the downtown area to preserve autonomy from the city and stay in close proximity to the business community.

Board Action

A motion was made by Gino Mulliqi, seconded by Melisa Whitehead, to exercise a 12-month extension of a Commercial Lease between the WEDC and Wylie Industrial Court Development, Ltd. for the lease of office space at 250 S. Highway 78, Wylie, Texas in an amount not to exceed \$2,500 per month. A vote was taken, and the motion passed 4-0.

DISCUSSION ITEMS

3. Discuss issues surrounding citizen comment at WEDC Board Meetings.

Staff provided the Board with information regarding the procedure for allowing citizen comment, noting that City Council had passed Ordinance 2019-29 which further addresses rule of procedure for public comment. The Board discussed maintaining consistency with City Council in this regard. Mayor Porter added that City Council allows for discussion at the beginning of the meeting for non-agenda items and an opportunity to speak regarding each item throughout the meeting. Staff noted that any comments or concerns received via email would be sent to the Board in full transparency.

4. Staff report: WEDC Property Update, Engineering Report, Upcoming Events, Future Agenda Items, and WEDC Activities/Programs.

Staff noted the inclusion of “Future Agenda Items” within the staff report discussion and discussed the option to include it as a standalone item on future agendas.

Sales tax revenues allocated in December for the October filing period were up 3.85% for the month. Revenues allocated in January for the September filing period are up 20% over the previous FY.

Staff discussed updates to the marketing calendar, noting the addition of the Retail Coach presentation to City Council on 2/23, a “PPP and EIDL Explained” presentation sponsored in part by the WEDC on 1/21 (with a possible follow-up session with CPA’s), and TEDC Basic from 3/22-3/26.

Staff noted the inclusion of the quarterly Inventory Subledger report and the Regional Housing Permit summary for the Board’s review. Staff and the Board discussed the opportunity for Retail Coach to integrate with downtown businesses and share information that might be beneficial to them. Staff discussed overall community marketing and the use of technology to promote downtown businesses and events.

EXECUTIVE SESSION

Recessed into Closed Session at 9:42 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

Section 551.072 (Real Estate) of the Local Government Code, Vernon’s Texas Code Annotated (Open Meetings Act). Consider the sale or acquisition of properties located at:

- State Highway 78 & Alanis
- State Highway 78 & Birmingham
- State Highway 78 & Brown
- FM 544 & Cooper
- Regency & Steel

Section 551.074 (Personnel Matters) of the Local Government Code, Vernon’s Texas Code Annotated (Open Meetings Act).

- Evaluation of WEDC Executive Director

Section 551.087 (Economic Development) of the Local Government Code, Vernon’s Texas Code Annotated (Open Meetings Act). Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for projects:

- 2018-8c
- 2018-9b
- 2018-9c
- 2020-7a
- 2020-11b
- 2020-12a
- 2021-1a
- 2021-1b
- 2021-1c
- 2021-1d
- 2021-1e

RECONVENE INTO OPEN MEETING

Take any action as a result from Executive Session.

President Demond Dawkins reconvened into Open Session at 10:53 a.m.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 10:53 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

Minutes
Wylie Economic Development Corporation
Board of Directors Special Called Meeting
February 5, 2021 – 8:30 A.M.
300 Country Club Road, Building #100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

President Demond Dawkins called the special called meeting to order at 8:31 a.m. Board Members present were John Yeager, Gino Mulliqi, and Tim Gilchrist. Board Member Melisa Whitehead was absent.

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

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

INVOCATION & PLEDGE OF ALLEGIANCE

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

CITIZEN PARTICIPATION

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

EXECUTIVE SESSION

Recessed into Closed Session at 8:33 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

Section 551.072 (Real Estate) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act). Consider the sale or acquisition of properties located at:

- FM 544 & Cooper
- Jackson & Oak
- State Highway 78 & Ballard
- State Highway 78 & Brown

Section 551.074 (Personnel Matters) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act).

- Evaluation of WEDC Executive Director

Section 551.087 (Economic Development) of the Local Government Code, Vernon's Texas Code Annotated (Open Meetings Act). Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for projects:

- 2018-8c
- 2020-10b
- 2020-11b

RECONVENE INTO OPEN MEETING

Take any action as a result from Executive Session.

President Dawkins reconvened into Open Session at 9:42 a.m. and the following action was taken:

Board Action

A motion was made by Tim Gilchrist, seconded by John Yeager, to authorize the Executive Director to execute any and all documentation necessary to purchase .2209-acre tract at the corner of Hwy 78 & Brown St. from TxDOT in the amount of \$78,540. A vote was taken, and the motion passed 4-0.

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 9:42 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director

Wylie Economic Development Corporation

MONTHLY FINANCIAL REPORT

January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2020-2021	CURRENT MONTH FY 2020-2021	PRIOR YEAR PO ADJUST.	YTD ACTUAL FY 2020-2021	YTD ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET FY 2020-2021	
REVENUE SUMMARY								
CLAIM ON CASH / Bal Sheet	\$ 1,407,509.00			\$ 1,791,098.16				
SALES TAX	\$ 2,968,437.00	\$ 262,263.52	\$ -	\$ 497,644.85	\$ -	\$ 2,470,792.15	16.76%	A
ALLOCATED INTEREST EARNINGS	\$ 6,000.00	\$ 31.62	\$ -	\$ 206.88	\$ -	\$ 5,793.12	3.45%	
RENTAL INCOME	\$ 153,240.00	\$ 9,055.00	\$ -	\$ 37,630.00	\$ -	\$ 115,610.00	24.56%	
GAIN/LOSS - SALE OF PROPERTY	\$ 164,500.00	\$ -	\$ -	\$ (208.00)	\$ -	\$ 164,708.00	-0.13%	
BANK NOTE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
REVENUES	\$3,292,177.00	\$ 271,350.14	\$ -	\$ 535,273.73	\$ -	\$ 2,756,903.27	16.26%	
EXPENDITURE SUMMARY								
PERSONNEL	\$ 336,516.00	\$ 25,600.55	\$ -	\$ 102,798.32	\$ -	\$ 233,717.68	30.55%	
OPERATING EXPENSES	\$ 56,703.00	\$ 3,028.08	\$ -	\$ 18,402.51	\$ 2,486.54	\$ 35,813.95	36.84%	B
INCENTIVES	\$ 1,130,310.00	\$ 62,748.17	\$ -	\$ 400,248.17	\$ -	\$ 730,061.83	35.41%	
SPECIAL SERVICES	\$ 88,481.00	\$ 2,379.57	\$ -	\$ 15,830.80	\$ 611.09	\$ 72,039.11	18.58%	
ADVERTISING	\$ 114,100.00	\$ 300.00	\$ -	\$ 14,025.87	\$ 2,038.38	\$ 98,035.75	14.08%	
COMMUNITY DEVELOPMENT	\$ 44,550.00	\$ 1,071.14	\$ -	\$ 3,200.92	\$ -	\$ 41,349.08	7.19%	
TRAVEL & TRAINING	\$ 62,600.00	\$ 229.00	\$ -	\$ 1,229.90	\$ 5,000.00	\$ 56,370.10	9.95%	
DUES & SUBSCRIPTIONS	\$ 30,018.00	\$ 4,028.35	\$ -	\$ 15,953.32	\$ -	\$ 14,064.68	53.15%	
AUDIT & LEGAL	\$ 33,000.00	\$ -	\$ -	\$ 3,370.00	\$ 1,451.00	\$ 28,179.00	14.61%	
ENGINEERING & ARCHITECTURAL	\$ 87,500.00	\$ 2,356.25	\$ -	\$ 37,450.28	\$ 1,816.25	\$ 48,233.47	44.88%	
DEBT SERVICE	\$ 541,878.00	\$ 50,733.93	\$ -	\$ 202,025.54	\$ -	\$ 339,852.46	37.28%	
LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
INFRASTRUCTURE PROJECTS	\$ 1,005,000.00	\$ -	\$ -	\$ 186,680.00	\$ -	\$ 818,320.00	18.58%	
FURNITURE & FIXTURES	\$ 2,500.00	\$ -	\$ -	\$ 797.00	\$ -	\$ 1,703.00	31.88%	
CONTRA CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
TOTAL EXPENDITURES	\$3,533,156.00	\$ 152,475.04	\$ -	\$1,002,012.63	\$ 13,403.26	\$ 2,517,740.11	28.74%	
REV OVER/(UNDER) EXPEN	\$ (240,979.00)	\$ 118,875.10	\$ -	\$ (466,738.90)	\$ (13,403.26)	\$ 239,163.16		

A. SLSTX Rev earned in Nov, allocated in Jan, was \$262263.52, an increase of 20.02% over the same period in 2020.

Sales Tax received for all 12 months of FY due to 2 month accrual to prior FY.

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

Wylie Economic Development Corporation
Statement of Net Position
As of January 31, 2021

Assets

Cash and cash equivalents	\$ 1,793,098.16	
Receivables	\$ 130,000.00	Note 1
Inventories	\$ 12,027,937.50	
Prepaid Items	\$ -	
Total Assets	\$ 13,951,035.66	

Deferred Outflows of Resources

Pensions	\$ 95,608.55
Total deferred outflows of resources	\$ 95,608.55

Liabilities

Accounts Payable and other current liabilities	\$ 39,199.22	
Unearned Revenue	\$ 40,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 263,824.78	Note 3
Due in more than one year	\$ 5,090,479.60	
Total Liabilities	\$ 5,433,703.60	

Deferred Inflows of Resources

Pensions	\$ (47,711.41)
Total deferred inflows of resources	\$ (47,711.41)

Net Position

Net investment in capital assets	\$ -
Unrestricted	\$ 8,660,652.02
Total Net Position	\$ 8,660,652.02

Note 1: Includes incentives in the form of forgivable loans for \$70,000 (Exco) and \$60,000 (LUV-ROS)

Note 2: Exco amortization; deposits from rental property

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

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10110	CLAIM ON CASH AND CASH EQUIV.	1,791,098.16	
1000-10115	CASH - WEDC - INWOOD	0.00	
1000-10135	ESCROW	0.00	
1000-10180	DEPOSITS	2,000.00	
1000-10198	OTHER - MISC CLEARING	0.00	
1000-10341	TEXPOOL	0.00	
1000-10343	LOGIC	0.00	
1000-10481	INTEREST RECEIVABLE	0.00	
1000-11511	ACCTS REC - MISC	0.00	
1000-11517	ACCTS REC - SALES TAX	0.00	
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00	
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00	
1000-12996	LOAN RECEIVABLE	0.00	
1000-12997	ACCTS REC - JTM TECH	0.00	
1000-12998	ACCTS REC - FORGIVEABLE LOANS	130,000.00	
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00	
1000-14116	INVENTORY - LAND & BUILDINGS	12,027,937.50	
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
1000-14310	PREPAID EXPENSES - MISC	0.00	
1000-14410	DEFERRED OUTFLOWS	553,249.00	
			14,504,284.66
			=====
	TOTAL ASSETS		14,504,284.66
			=====

LIABILITIES			
=====			
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
2000-20111	MEDICARE PAYABLE	0.00	
2000-20112	CHILD SUPPORT PAYABLE	0.00	
2000-20113	CREDIT UNION PAYABLE	0.00	
2000-20114	IRS LEVY PAYABLE	0.00	
2000-20115	NATIONWIDE DEFERRED COMP	0.00	
2000-20116	HEALTH INSUR PAY-EMPLOYEE (20.79)	
2000-20117	TMRS PAYABLE	0.00	
2000-20118	ROTH IRA PAYABLE	0.00	
2000-20119	WORKERS COMP PAYABLE	0.00	
2000-20120	FICA PAYABLE	0.00	
2000-20121	TEC PAYABLE	0.00	
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
2000-20123	ALIMONY PAYABLE	0.00	
2000-20124	BANKRUPTCY PAYABLE	0.00	
2000-20125	VALIC DEFERRED COMP	0.00	
2000-20126	ICMA PAYABLE	0.00	
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00	
2000-20130	FLEXIBLE SPENDING ACCOUNT	2,749.94	
2000-20131	EDWARD JONES DEFERRED COMP	0.00	
2000-20132	EMP CARE FLITE	12.00	
2000-20151	ACCRUED WAGES PAYABLE	0.00	
2000-20180	ADDIT EMPLOYEE INSUR PAY	48.00	
2000-20199	MISC PAYROLL PAYABLE	0.00	

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING	4,144.70	
2000-20210	ACCOUNTS PAYABLE	32,265.37	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	553,249.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED INFLOW	39,000.00	
2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00	
2000-22280	DEFERRED INFLOW - LEASE INT	0.00	
2000-22915	RENTAL DEPOSITS	1,200.00	
	TOTAL LIABILITIES		632,648.22
EQUITY			
=====			
3000-34110	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34	
	TOTAL BEGINNING EQUITY	14,338,375.34	
	TOTAL REVENUE	535,273.73	
	TOTAL EXPENSES	1,002,012.63	
	REVENUE OVER/(UNDER) EXPENSES	(466,738.90)	
	TOTAL EQUITY & OVER/(UNDER)	13,871,636.44	
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)		14,504,284.66
			=====

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,997.29	
1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,800.00	
1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48	
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	55,810.78	
1000-19125	(GAIN)/LOSS ON ASSUMPTION CHG(46,839.41)	
1000-19126	DEF INFLOW SDBF CONTRIBUTIONS(872.00)	
			47,897.14

TOTAL ASSETS			47,897.14
			=====
LIABILITIES			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	0.00	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	20,727.84	
2000-21410	ACCRUED INTEREST PAYABLE	8,803.17	
2000-28205	WEDC LOANS/CURRENT	234,293.77	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28232	ANB LOAN/EDGE	0.00	
2000-28233	ANB LOAN/PEDDICORD WHITE	0.00	
2000-28234	ANB LOAN/RANDACK HUGHES	0.00	
2000-28235	ANB LOAN	0.00	
2000-28236	ANB CONSTRUCTION LOAN	0.00	
2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00	
2000-28238	ANB LOAN/BUCHANAN	0.00	
2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00	
2000-28240	HUGHES LOAN	0.00	
2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	4,067,890.31	
2000-28245	ANB LOAN/DALLAS WHIRLPOOL	640,776.23	
2000-28247	JARRARD LOAN	174,168.89	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
2000-28290	HOBART/COMMERCE LOAN	0.00	
2000-29150	NET PENSION LIABILITY	199,184.17	
2000-29151	SDBF LIABILITY	8,460.00	
			5,354,304.38

TOTAL LIABILITIES			5,354,304.38

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

EQUITY

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

TOTAL BEGINNING EQUITY	(5,438,029.74)
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TOTAL REVENUE	0.00
TOTAL EXPENSES	(131,622.50)

REVENUE OVER/(UNDER) EXPENSES	131,622.50
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TOTAL EQUITY & OVER/(UNDER)	(5,306,407.24)
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TOTAL LIABILITIES, EQUITY & OVER/(UNDER)	47,897.14
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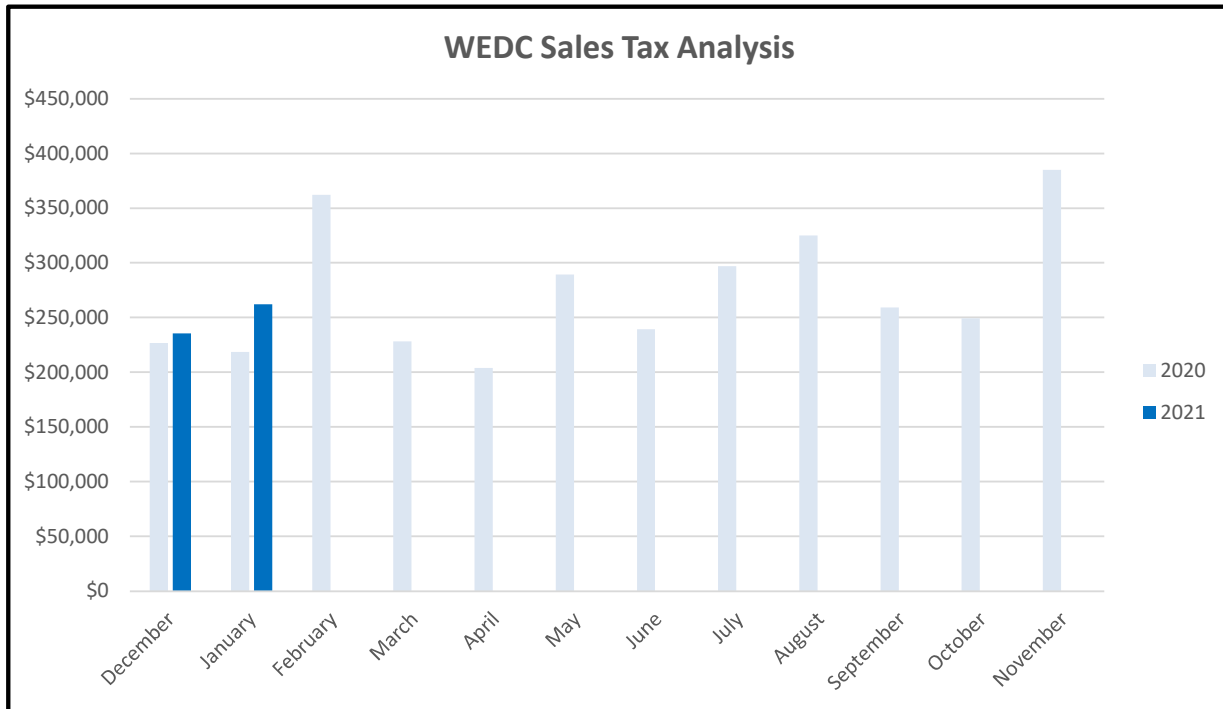
Wylie Economic Development Corporation

SALES TAX REPORT

January 31, 2021

BUDGETED YEAR

MONTH	FY 2018	FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21
DECEMBER	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18			
MARCH	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34			
APRIL	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57			
MAY	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35			
JUNE	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35			
JULY	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00			
AUGUST	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34			
SEPTEMBER	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89			
OCTOBER	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02			
NOVEMBER	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89			
Sub-Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 497,644.85	\$ 52,460.69	11.93%
Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 497,644.85	\$ 52,460.69	11.93%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: January SlsTx Revenue is actually November SlsTx and is therefore the 2nd allocation in FY21.

Economic Impact Analysis (EIA): The estimated valuation for this project is approximately \$100/SF or \$670,000. With the WEDC's Infrastructure Reimbursement of \$20,000 this project will generate an estimated \$109,429 in overall tax revenue for the City of Wylie over the next 10 years. So, for every \$1 that the WEDC invests, this business is investing \$33.50 in our community.

Additional estimates of tax revenue generated includes \$13,025 for Collin County, \$28,500 for WISD, and \$6,304 for Collin College over the next 10 years.

PERFORMANCE AGREEMENT
Between
Wylie Economic Development Corporation
And
Ballers Elite - The Lab LLC.

This Performance Agreement (the "Agreement") is made and entered into by and between the **Wylie Economic Development Corporation** ("WEDC"), a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act") and **Ballers Elite - The Lab LLC.**, a Texas limited liability company ("Company").

RECITALS

WHEREAS, Company owns that certain tract of property located within the corporate limits of the City of Wylie, Texas (the "City"), consisting of .62 acres, more or less, located at 1400 Martinez Lane, in the City of Wylie, Collin County, Texas, as more fully described in the attached **Exhibit A** (the "Property");

WHEREAS, the Company plans to construct a single-story building containing approximately 6,776 square feet of space on the Property in accordance with the site plan attached hereto and incorporated herein as **Exhibit B** (the "Facility");

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

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

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

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

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

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

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

1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of performance reimbursement incentives (the "Reimbursement Incentives") upon completion of the Performance Criteria set forth below. The total amount of economic assistance and/or incentives to be paid to the Company, including the Reimbursement Incentives, shall not exceed the cumulative sum of Twenty Thousand Dollars (\$20,000.00).

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

A. **Incentive One.** A maximum Reimbursement Incentive equal to the lesser of (i) Twenty Thousand Dollars (\$20,000.00), or (ii) 50% of the Development Fees paid by Company for the Facility as evidenced by a Permit Fee Receipt from the City of Wylie, will be paid to the Company upon completion of the following Performance Criteria for Incentive One:

i. The Facility shall be constructed (as evidenced by one or more Certificates of Occupancy) no later than September 30, 2021 (the "CO Deadline"); and

ii. Company shall supply documentation to the WEDC that the Qualified Infrastructure has been completed and that the cost of constructing the Qualified Infrastructure was at least Twenty Thousand Dollars (\$20,000.00) no later than the CO Deadline; and

iii. Company shall supply documentation to the WEDC that the Development Fees have been paid, as evidenced by a paid 'Permit Fee Receipt' from the City of Wylie, and such approval of said documentation will be at the sole and absolute discretion of the WEDC; and

iv. Company is current on all ad valorem taxes and other property taxes due on the Facility by January 31 of the year after they are assessed and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC.

Notwithstanding the foregoing, Company may request a ninety (90) day extension of the Certificate of Occupancy Deadline by delivering written notice thereof to the WEDC staff at least thirty (30) days prior to the expiration of the Certificate of Occupancy Deadline. In the event WEDC staff determines, in its sole and absolute discretion, that Company is making all such reasonable efforts, then the Certificate of Occupancy Deadline, as applicable, shall be extended by ninety (90) days.

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

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

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

6. Economic Assistance Termination. Notwithstanding the terms of this Agreement, to the extent this Agreement is not earlier terminated, the WEDC's obligation to pay a portion or all of the Reimbursement Incentives to Company will expire upon the earlier of (i) the full payment of the Reimbursement Incentives, or (ii) December 31, 2021.

7. Miscellaneous.

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

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

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

d. Any notice required or permitted to be given under this Agreement shall be deemed delivered by hand delivery or depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party

at the following addresses, or at such other address as any party hereto might specify in writing:

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

COMPANY: Ballers Elite - The Lab LLC.
94 Carriage Trail
Wylie, TX 75098
Attn: Huy Nguyen

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

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

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

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

i. Time is of the essence in this Agreement.

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

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

[SIGNATURE PAGE FOLLOWS]

WEDC Board approved this 3rd day of March 2021, the Effective Date.

WEDC:

WYLIE ECONOMIC DEVELOPMENT
CORPORATION, a Texas Corporation

By: _____
Jason Greiner, Executive Director

COMPANY:

Ballers Elite - The Lab LLC., a Texas Limited
Liability Company

By: _____
Name: _____
Title: _____

Exhibits:

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

EXHIBIT A

Legal Description of the Property

ABS A0267 E C DAVIDSON SURVEY, TRACT 21, 0.62 ACRES, an addition to the City of Wylie, Collin County, Texas, according to the Map or Plat recorded in Volume 2009, Page 3, Map Records of Collin County, Texas.

EXHIBIT B

Site Plan of the Facility



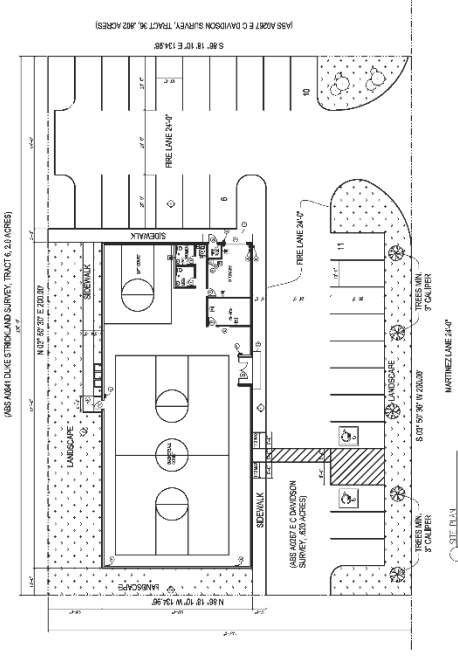
JAX DESIGN STUDIO
1400 MARTINEZ LANE
WYLE, TX 75098
214.477.4112
Central, TX

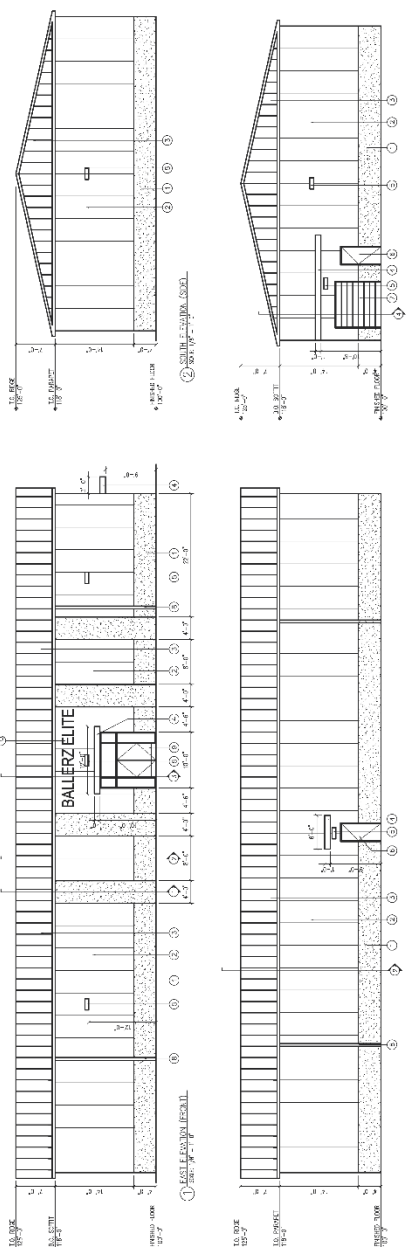
BALLERZ ELITE

1400 MARTINEZ LANE
WYLE, TX 75098


ARCHITECTURAL SHEET
C1

DATE: 08/20/2020
SCALE: AS SHOWN
PROJECT: BALLERZ ELITE
SHEET: C1





GENERAL NOTES	
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.	
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.	
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.	
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.	
5. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO ANY CONSTRUCTION.	
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.	
7. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.	
9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.	
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.	
11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.	



PROJECT SITE
↑ NORTH

EXHIBIT C

The Qualified Infrastructure

[SEE ATTACHED]

AGENDA REPORT

Meeting Date: March 3, 2021
Department: WEDC
Prepared By: Jason Greiner
Date Prepared: 2/10/21

Item Number: 2
(Staff Use Only)
Account Code: _____
Exhibits: _____

Subject

Consider and act upon the award of bid for the F.M. 544 waterline extension to CalHar Construction, Inc. in the amount of \$207,584 and further authorizing the Executive Director to execute any and all necessary documents.

Recommendation

Motion to award bid to CalHar Construction, Inc. in the amount of \$207,584, and further authorizing the Executive Director to execute any and all necessary documents.

Discussion

As the Board will recall, this item was presented back in March 2020, with the Board making a motion to Table. Originally, WEDC staff hoped to receive three bids, however, only two for the 544-waterline extension were submitted in 2020.

CalHar Construction, Inc. - \$203,899.00
Powell Construction, Inc. - \$245,004.50

Staff recently contacted CalHar Construction to review options for proceeding with the waterline extension and has received an updated bid for the project in the amount of \$207,584.

This waterline extension runs from Cooper, west down FM 544 and under the railroad tracks. The infrastructure project is needed to develop the 544 Gateway Property and to provide adequate utilities for both the WEDC and the City Properties generally located at 802 West Kirby St.

Additional anticipated costs that are not included in this bid:

- JLL & KCS Permits - \$9,375
- Mobilization - \$2,000
- Observer - \$1,500 per day (est. 10 days)
- Flagmen - \$1,000 per day (est. 10 days)
- City of Wylie testing - TBD

AGENDA REPORT

Meeting Date:	<u>March 3, 2021</u>	Item Number:	<u>3</u> <i>(Staff Use Only)</i>
Department:	<u>WEDC</u>	Account Code:	<u></u>
Prepared By:	<u>Jason Greiner</u>	Exhibits:	<u>2</u>
Date Prepared:	<u>2/26/21</u>		

Subject

Staff report: WEDC Property Update, License Agreement, WEDC Office/Insurance Claim, Engineering Report, Mid-Year Budget Amendments, Upcoming Events, and WEDC Activities/Programs.

Recommendation

No action is requested by staff for this item.

Discussion

Staff will lead a discussion regarding WEDC Properties, License Agreements, WEDC Office/Insurance Claim, Engineering Reports, Mid-Year Budget Amendments, Upcoming Events, and an overall review of issues surrounding WEDC Activities and Programs.

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (the “Agreement”) is made between **Wylie Economic Development Corporation** (the “Owner”), and **First Baptist Church Wylie** (the “Licensee”) and is effective as and when set forth herein.

This Agreement will confirm that Licensee and Licensee’s agents, employees, contractors, and consultants (collectively, “Licensee’s Agents”) may enter that certain tract or parcel of land situated in Collin County, Texas, and being more particularly described in **Exhibit A** attached hereto (the “Site”) subject to the terms set forth below.

1. Purpose of Entry. Licensee may enter the Site for the use and purpose of operating a rodeo (the “Rodeo”). Said Rodeo shall include, but is not limited to, the following activities: recreation, storage and partial assembly of rodeo equipment located at 303 East Marble Street, Wylie, Collin County, Texas (the “Improvements”).

2. Consideration. In consideration for the use of the Site and the operations conducted therein, Licensee agrees to pay the Owner a non-refundable deposit of \$_____, due upon execution of this Agreement, made payable to Owner. In and for further consideration, Licensee agrees to pay the Owner a monthly payment (the “Weekly Payment”) of \$_____ for each month this Agreement is in effect. Said weekly payment shall be due on the first of each week until the Expiration Date of this Agreement, as hereinafter defined in Section 7 of this Agreement.

3. Prior Notice. Before entering the Site for the first time to begin constructing and/or operations of the Rodeo, Licensee must give Owner written notice of the date of entry at least one (1) business day in advance.

4. Condition of Site. Licensee shall at all times keep and maintain the Site in a clean, orderly and sanitary condition, and shall comply with all environmental rules and regulations. No storage of any substances defined as hazardous materials or hazardous substances or other similar terms under any applicable law or regulation is permitted. Licensee shall not commit waste on or damage to the Site and shall use due care to prevent others from so doing. Upon termination of this Agreement, Licensee shall cleanup all debris resulting from its operations on the Property and shall perform any seeding, sodding, or re-vegetation work on the Site as required by TCEQ, the local municipal government, or applicable law. Licensee shall obtain at its sole cost and expense and keep current all necessary licenses and permits as deemed necessary by any governmental entity whether local, state or federal relating to operating the Rodeo, including those permits required by the City, County and/or TCEQ. Licensee shall also keep the Site free from mechanics and similar liens.

5. Permits. Licensee or Licensee’s Agents must obtain any and all governmental permits, registrations, licenses, or authorizations (collectively, “Permits”) that may be required for the operation of the Rodeo. Owner shall bear no expense, cost or liability in connection with the operation of the Rodeo by Licensee or Licensee’s Agents and shall bear no expense, cost or liability for Permits that may be required for the parking or operation of the Rodeo.

6. Indemnity. LICENSEE AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO OWNER) AND HOLD OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST, AND TO REIMBURSE OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S AND EXPERT'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) ASSERTED AGAINST OR INCURRED BY OWNER, ITS PARTNERS, SUCCESSORS AND ASSIGNS BY REASON OF OR ARISING IN CONNECTION WITH (A) ANY NEGLIGENCE OF LICENSEE OR LICENSEE'S AGENTS IN PARKING OR OPERATING THE RODEO IN, ON, ABOUT, OR UNDER THE SITE; OR (B) ANY VIOLATION OR THREATENED VIOLATION OF ANY FEDERAL, STATE, OR LOCAL RULE, REGULATION, LAW, ORDINANCE, STANDARD, OR ORDER BY LICENSEE OR LICENSEE'S AGENTS. THE OBLIGATIONS OF LICENSEE UNDER THIS INDEMNITY CLAUSE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. THE OBLIGATIONS OF LICENSEE UNDER THIS INDEMNITY CLAUSE SHALL NOT INCLUDE ANY LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES CAUSED BY, ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.

7. Access. Subject to the foregoing provisions of this Agreement, Owner hereby grants Licensee such limited, non-exclusive access to such portions of the Site as is reasonably necessary for Licensee's Agents to operate the Rodeo. Prior to entering the Site, Licensee shall deliver to Owner a work plan for the operation of the Rodeo including depictions, dates, times, scope, duration, and names of Licensee's Agents who will operate the Rodeo, and after completing the Improvements, Licensee shall deliver to Owner a notice thereof. The right of access commences upon the Effective Date of the Agreement and terminates no later than _____ (the "Expiration Date"). Notwithstanding the foregoing, Owner shall have the right, in its sole discretion, to extend the term of this Agreement in seven (7) day increments upon receipt of written notice of Licensee's desire to extend the term not less than three (3) days prior to the current term Expiration Date. Owner may at its option terminate and revoke such grant in the event Licensee defaults or threatens to default in the performance of Licensee's obligations hereunder.

8. Early Termination. Owner reserves the right, in its sole discretion, to terminate this Agreement prior to the Expiration Date ("Early Termination"), provided that the Owner gives the Licensee thirty (30) days' notice prior to the Early Termination date. If Owner exercises its option of Early Termination, Owner and Licensee agrees to operate in good faith to locate an alternative location for the Rodeo, which must be suitable to both Owner and Licensee.

9. Safety Precautions. Licensee, during the operation and activities of the Rodeo, shall be fully and solely responsible for securing the safety of the work area in and around the Rodeo and shall maintain reasonable barricades, warning signs, and devices as may be necessary to protect Owner and the public.

10. Standard of Care. Licensee will operate the Rodeo in a careful and prudent manner.

11. Insurance. Licensee will deliver to Owner a certificate of insurance for each of Licensee's Agents who will be conducting activities at the Rodeo stating that each of Licensee's Agents is covered for Workers Compensation and Employers Liability insurance, statutory limits; Comprehensive General Liability insurance, \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate; and Comprehensive Automobile Liability insurance, \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate. All liability insurance certificates shall be on ACORD Form 25 (or on forms substantially similar thereto). All certificates of insurance shall contain a provision by the issuing company that the policies shall not be canceled without at least ten (10) days prior written notice of cancellation to Owner. All of Licensee's Agents engaged to perform any work or provide any services or materials on its behalf shall maintain workers' compensation and employers' liability insurance, commercial general liability insurance, and automobile liability insurance. The City of Wylie and the Owner shall be named as an additional insured under said policies of liability insurance. All liability insurance policies will be primary to any insurance provided by Owner. The scopes and limits of liability of coverage under such insurance policies shall be consistent with the above described scopes and limits of liability of coverage that Licensee is required to maintain under this Agreement. Licensee shall provide to Owner a list of names and addresses of Licensee's Agents and a certificate of insurance for each at least five (5) days prior to the commencement by them of any such work or services.

12. Notice. Any and all notices, requests, consents, reports, demands, or other communications or documents required or permitted to be made or given under this Agreement shall be in writing and shall be given to the other party at its address set forth in this section or at such other address as such party may hereafter specify for such purpose by written notice to the other party. Notice by facsimile transmission is specifically prohibited. Notices will be deemed to have been made or given when delivered. Unless changed in accordance with this paragraph, the addresses for notices are as follows:

If to Owner: Wylie EDC
c/o Jason Greiner
250 South Highway 78
Wylie, Texas 75098

If to Licensee: First Baptist Church Wylie
Attention: _____

13. Interpretation. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties. This Agreement cannot under any circumstances be modified orally, and no agreement will be effective to waive, change, modify, or discharge this Agreement in whole or part unless such agreement is in writing and is signed by all of the parties.

14. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. **This Agreement shall be**

construed in accordance with the laws of the State of Texas without regard to any applicable conflicts of law and shall be deemed performable in Collin County, Texas. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective successors and assigns, it being the intention of the parties hereto that no other person or entity shall be deemed a third-party beneficiary of this Agreement.

EXECUTED to be effective on the ____ day of _____, 2020 (the “Effective Date”).

Owner:

Wylie Economic Development Corporation

By: _____
Name: _____
Title: _____

Licensee:

First Baptist Church Wylie

By: _____
Name: _____
Title: _____

Exhibit A
Site

WYLIE, TX

ECONOMIC DEVELOPMENT CORPORATION

2021 February	Board Meeting – 17th
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Day	Time	Meeting/Event
2		WDMA Meeting
5		Downtown Video Filming
9		City Council
11		<i>Workforce Solutions Career Fair – Virtual</i>
12		<i>Bisnow Reopening the Workplace - Virtual</i>
17		WEDC – Board Meeting
20		<i>WISD Education Foundation- Boots & BBQ - Virtual</i>
22-26		TEDC Legislative Conference – Virtual - jg
23		City Council Wylie EDC/Retail Coach Presentation – Rescheduled
24		Bisnow DFW Industrial & Logistics Update – Virtual - jg

2021 March	Board Meeting – 17th
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Day	Time	Meeting/Event
2		WDMA Meeting
3		WEDC – Feb Board Meeting
6		<i>36th Annual Collin College Foundation - Stetson & Stiletto</i>
8-12		<i>Wylie ISD Spring Break</i>
9		City Council
14-18		<i>Wylie ISD College Week</i>
15-16		IEDC Leadership Summit – Virtual - jg
17		WEDC – Board Meeting
22-26		<i>TEDC- Basic Economic Development Course (Virtual)</i>
23		City Council (WEDC Department/Retail Coach Presentation) - TBD

2021 April	Board Meeting – 21st
-------------------	--

Day	Time	Meeting/Event
1		HR Alliance – Council Chambers
2	CLOSED	Good Friday
6		WDMA Meeting
13		City Council
21		WEDC – Board Meeting
22		WISD CTE Advisory Meeting – jg/aw
27		City Council – Small Business Week & Economic Development Week Proclamations

Around the Corner...

- *Leadership Wylie- to be rescheduled from Feb 11*
- *TEDC Mid-Year Conference- June 9-11*
- *IAMC Spring Forum- rescheduled to June 19-23, 2021*
- *ICSC RECon- moved to December 5-7, 2021*
- *Wylie Days & Collin County Days?*