

Wylie City Council Regular Meeting

July 12, 2022 – 6:00 PM

Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Council 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. Council requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Council 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 City Council 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 June 28, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, the approval for substantial renovations in accordance with Ordinance No. 2013-17 for the remodel of an existing commercial structure, located at 108 E. Marble Street within the Downtown Historic District.
- C. Consider, and act upon, the approval for demolition of a residential structure in accordance with Ordinance No. 2022-34. Property located at 100 S. Cottonbelt St. within the Downtown Historic District.
- D. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Validus Addition, establishing one industrial lot on 0.620 acres, located west of the intersection of Martinez Lane and Kristen Lane.
- E. Consider, and act upon, Resolution No. 2022-19(R), authorizing the City Manager of the City of Wylie to execute, on behalf of the City Council of the City of Wylie, Texas, the interlocal cooperation agreement between the City of Wylie and the City of Murphy, Texas concerning the construction of McCreary Road at the intersection of FM 544 (TxDOT CSJ# 0619-03-0364).
- F. Consider, and act upon, the approval of repairs to Wylie Fire Rescue Quint #141 from Daco Fire Equipment Inc. in the estimated amount of \$92,776.15, and authorizing the City Manager to sign any and all necessary documents.

REGULAR AGENDA

- 1. Consider, and act upon, Resolution No. 2022-20(R) approving a Resolution of the Wylie Economic Development Corporation to obtain a loan in the principal amount of \$8,108,000.

2. Consider, and act upon, an appointment to the Animal Shelter Advisory Board to fill a board vacancy for a term to begin July 1, 2022 and end June 30, 2024.
3. Consider, and act upon, Ordinance No. 2022-49 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages) to add Section 10-22 to authorize extended hours for the sale or delivery of alcoholic beverages in accordance with Chapter 105 of the Texas Alcoholic Beverage Code.

WORK SESSION

WS1. Discuss proposed development of 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road.

WS2. Budget Work Session.

RECONVENE INTO REGULAR SESSION

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, 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, 2021-4a, 2021-6a, 2021-6c, 2021-8a, 2021-9e, 2021-12a, 2022-1a, and 2022-7a.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on July 8, 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 City Council should determine that a closed or executive meeting or session of the City Council 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 City Council at the date, hour and place given in this notice as the City Council 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.
- § 551.074 – Discussing personnel or to hear complaints against personnel.
- § 551.087 – Discussing certain economic development matters.
- § 551.073 – Discussing prospective gift or donation to the City.
- § 551.076 – Discussing deployment of security personnel or devices or security audit.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of June 28, 2022 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

June 28, 2022 – 6:00 PM

Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Scott Williams, Councilman Timothy T. Wallis, and Councilman Garrett Mize. Mayor *pro tem* Jeff Forrester was absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Police Chief Anthony Henderson; Finance Director Melissa Beard; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Planning Manager Jasen Haskins; Project Engineer Jenneen Elkhaid; Public Works Director Tommy Weir; Parks and Recreation Director Carmen Powlen; City Engineer Tim Porter; City Secretary Stephanie Storm; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Porter stated Reverend Kurt Ulmer from Faith Lutheran Church was unable to attend this evening and will conduct the invocation at a July meeting.

Councilman Williams led the invocation, and Mayor Porter led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Presentation to outgoing Wylie Boards and Commission Members.

Mayor Porter and Councilman Wallis presented gifts of appreciation to outgoing board and commission members thanking them for their service. Outgoing board and commission members present included Cory Plunk and Michael Schwerin.

PR2. Oath of Office for Incoming Wylie Boards and Commission Members.

Associate Municipal Court Judge Ashley McSwain administered the Oath of Office to the newly appointed board and commission members in attendance.

PR3. Recognizing June 19, 2022 as Juneteenth 2022.

Mayor Porter recognized June 19, 2022 as Juneteenth 2022 in Wylie, Texas.

PR4. Proclaiming July 2022 as National Park and Recreation Month.

Mayor Porter presented a proclamation proclaiming July 2022 as National Park and Recreation Month in Wylie, Texas. Members of the Parks and Recreation Department were present to accept the Proclamation.

PR5. Recognizing June 2022 as Pride Month.

Mayor Porter recognized June 2022 as Pride Month in Wylie, Texas.

COMMENTS ON NON-AGENDA ITEMS

No citizens were present wishing to address Council on non-agenda items.

CONSENT AGENDA

- A. Consider, and act upon, approval of June 14, 2022 Regular City Council Meeting minutes.**
- B. Consider, and act upon, the approval of an agreement between Wylie Independent School District and the City of Wylie for the use of Facilities as Temporary Reception and Care during disasters and authorize the City Manager to execute any and all necessary documents.**
- C. Consider, and act upon, approval of a Park Event Application for the Wylie Independent School Council of PTAs to hold the Back to the Future Back to School fundraiser event at Olde City Park on September 17, 2022.**
- D. Consider, and act upon, approval of a Park Event Application for the Connection Point Church to hold a 5K/walk for the Fatherless and Fun Run event at Founders Park on November 19, 2022.**
- E. Consider, and act upon, a Final Plat, being a replat for Scenic Point Subdivision establishing one lot on 16.502 acres located at 111 Scenic Point Court in the City of Wylie Extra Territorial Jurisdiction.**
- F. Consider, and act upon, a Final Plat being an Amended Plat for Woodlake Village Addition Lot 1R-5, Block C, establishing one commercial lot on 1.0280 acres located at 2020 N State Highway 78.**
- G. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of May 31, 2022.**
- H. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for May 31, 2022.**
- I. Consider, and place on file, the City of Wylie Monthly Investment Report for May 31, 2022.**
- J. Consider, and act upon, Ordinance No. 2022-48 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

Mayor Porter requested Item B be pulled from Consent and considered individually.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve Items A and C-J on the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Mayor *pro tem* Forrester absent.

REGULAR AGENDA

- B. Consider, and act upon, the approval of an agreement between Wylie Independent School District and the City of Wylie for the use of Facilities as Temporary Reception and Care during disasters and authorize the City Manager to execute any and all necessary documents.**

Council Comments

Mayor Porter stated he wanted citizens aware that the City has reached this agreement with the Wylie ISD to assist with providing shelters when needed.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Williams, to approve Item B as presented. A vote was taken and the motion passed 6-0 with Mayor *pro tem* Forrester absent.

- 1. Interview applicants for Board of Review vacancies for a term to begin July 1, 2022 and end June 30, 2024.**

Mr. Craig was not present for the interview. No action was taken.

- 2. Consider, and act upon, an appointment to fill a Board of Review vacancy for a term to begin July 1, 2022 and end June 30, 2024.**

Council Comments

Mayor Porter stated that while Mr. Craig was unable to attend the interview, he has not withdrawn his application, and Council is required to appoint a candidate to fill the vacancy. City Secretary Storm stated when staff spoke with Mr. Craig this morning he was still interested in serving and did not withdraw his application, and added staff looked to see if an alternate can be moved up to fill a regular seat; however, the way the term limits are written it is a firm two-year term and moving an alternate up would allow them to serve three years. Mayor Porter stated Council does have the option to make changes to the term limits in the future. Councilman Strang confirmed Mr. Jack Craig is the only candidate that is still eligible for the position. Storm replied that is correct. Councilman Williams confirmed that Mr. Craig confirmed his attendance for the past meetings and for this evening to be interviewed. Storm replied that was correct.

Council Action

A motion was made by Councilman Strang to appoint Jack Craig for the Board of Review vacancy for a term to begin July 1, 2022 and ending June 30, 2024. With no second received, the motion died for the lack of a second.

Councilman Mize confirmed in the future Council can discuss options for the term limits and alternate positions. Storm replied that Council can have a work session to discuss options where direction can be given to staff to bring back an item amending the ordinance at a future meeting.

A motion was made by Councilman Strang, seconded by Councilman Mize, to appoint Jack Craig for the Board of Review vacancy for a term to begin July 1, 2022 and ending June 30, 2024. A vote was taken and the motion passed 5-1 with Councilman Williams voting against and Mayor *pro tem* Forrester absent.

- 3. Hold a Public Hearing, consider, and act upon, a change in zoning from Agricultural (AG/30) to Planned Development - Townhome District (PD-TH) to allow for a Townhome development on 5.56 acres generally located east of the intersection of N Ballard Avenue and Harvest Bend Drive (ZC 2022-12).**

Staff Comments

Planning Manager Haskins addressed Council stating the applicant has requested to table this item until the July 26, 2022 meeting. The request is to rezone 5.560 acres for the construction of 43 townhomes. The purpose for the requested rezoning to a Planned Development (PD) is to allow for the townhome units with common front yard "mews" areas and five open space lots as depicted on the zoning exhibit. The mews areas in the proposal are shared common area front yards which have a unique and different design concept from the requirements of the Zoning Ordinance. Open space areas are being provided that will be owned and maintained by the HOA. This includes an aerated retention pond that will have walkways and seating provided. As part of the development an alleyway access closure and reroute are being proposed to avoid access drive spacing concerns with the Kingston Manor Estates subdivision. Access to the site is proposed by a newly created public street. Of the 39 notifications mailed two were

received in favor and nine were received in opposition to the request. Ten additional comments from outside the notification area were received in opposition to the request. After a presentation by the applicant with an overview of the property and the project, and citizen comments mainly focused on increased traffic concerns, the Planning and Engineering staff discussed the alley realignment, the expansion of Ballard, and the construction of the Park Blvd. extension. The Commissioners voted 5-1 to recommend approval.

Public Hearing

Mayor Porter opened the public hearing on Item 3 at 6:34 p.m. asking anyone present wishing to address Council to come forward.

Kourtney Thomas addressed Council with concerns about traffic and the increase in people. Thomas stated she liked the peaceful area and was against the proposal.

Stephanie Strait addressed Council and stated she liked the quiet area and added concerns that it would be too crowded, not what they wanted, had concerns with traffic, would increase accidents, and would prefer not having access for anyone to look into their backyard.

Gina Jimenez addressed Council stating she just purchased her home for the quiet neighborhood, the neighborhood is a community, and would like to protect this land for any future development.

Caitlin Worley addressed Council stating she chose a small town, this is where she wants to be and is putting down roots here, and expressed concerns with traffic.

Layne Parrish addressed the Council stating he has lived in the house all of his life, the house and neighborhood have importance to their family, does not want additional traffic, does not think the proposed development will help the look and feel of downtown, would like to keep the open field and not develop it, and do not want to take away from the small-town feel.

Ray Hulse addressed Council with concerns on safety issues including it being dangerous pulling out of the neighborhood onto Ballard, backyard used to flood and is concerned this is what will happen to the residents that back up to that property, and traffic.

Jollette Zaragoza addressed Council stating their fence has been hit, asked how they would access the rear alley garages, stated it is a beautiful field, and added that people being able to see over the fence removes privacy.

Mayor Porter closed the public hearing at 6:53 p.m.

Council Comments

Councilman Strang stated he was concerned with the stacking of vehicles entering Ballard and blocking the alleyway and added that it seems odd that the applicant is removing the alleyway when it is not their property. Haskins replied the alley is a public right of way and the applicant could ask to share the alleyway with the current homeowners but thought by having a street the other residents could utilize it as well. Councilman Williams stated he is not in favor of closing the alleyway, not in favor of a City street below it as it affects the current homeowners, is not in favor of the proposed density, and understands the need to line up the entrances with Harvest Bend neighborhood but not in favor of the layout as it does not offset the current neighborhood, and added he is in favor in tabling but not in favor of moving forward with the proposed layout. Councilman Mize asked for additional information on the proposal to close off the alleyway and asked if trash service would be affected. Haskins replied the alley entrance would be closed from Ballard and the residents that live on Windsor would access the alley by the new City street, and added the applicant would work with engineering and staff to ensure access is available for larger vehicles, and trash service would remain as is. Mayor Porter also expressed concerns with trash pickup and how it will function, and asked what variances they are requesting. Haskins stated they are requesting lot size minimums of 1,848 square feet and normal is 3,000 square feet, proposing to go higher for minimum square footage at 1,500 square feet where we require 1,200 square feet, proposing garages at 400 square feet instead of 500 square

feet, requesting a five-foot setback but are using a common space (25-foot mews) as front yards where our requirement is 25 foot but these are rear entry units, and the backyards are 20 foot for the driveway which would allow for the parking of two vehicles. Strang stated he had concerns with large vehicles accessing the alleyway and asked why did the Planning and Zoning Commission approve without the changes made, and asked for the number of variances requested. Haskins replied from his understanding, the access was an engineering issue and if zoning was approved it would be handled, and about 10 variances are requested. Williams stated he had concerns with changing the zoning from AG to Townhome when the property is surrounded by single-family. Councilman Duke stated he agreed with Williams about no townhomes in the area, and expressed concerns with traffic and drainage. Porter stated he had concerns with some of the variances being requested especially regarding smaller lots and higher density next to existing single-family.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Williams, to deny Item 3 as presented. A vote was taken and the motion passed 5-1 with Councilman Mize voting against and Mayor *pro tem* Forrester absent.

Mayor Porter convened the Council into a break at 7:08 p.m.

Mayor Porter reconvened the Council at 7:21 p.m.

WORK SESSION

Mayor Porter reconvened the Council into Work Session at 7:21 p.m.

WS1. Budget Overview for the General Fund, 4B Sales Tax Fund, and Utility Fund.

City Manager Parker addressed Council giving a presentation on the General Fund Summary, proposed revenue assumptions, proposed expenditures, recurring recommendations for General Fund, non-recurring recommendations for General Fund, American Rescue Plan Act (ARPA), Utility Fund summary, North Texas Municipal Water District (NTMWD), recommended additions to budget Utility Fund, 4B Sales Tax Fund summary, recommended additions to budget 4B Sales Tax Fund, and 4B Fund Balance and Debt.

Parker stated the General Fund Summary includes an audited General Fund unassigned ending balance for September 30, 2021 of \$30,403,003, projected 2022 revenues of \$49,026,908, available funds of \$79,429,911, projected 2022 expenditures of \$57,086,890, and an estimated ending fund balance for September 30, 2022 of \$22,343,021. Parker stated the estimated beginning fund balance for October 1, 2022 of \$22,343,021, proposed revenues of \$51,425,695, proposed expenses of \$51,425,695, use of fund balance for Woodbridge/Hensley Signal Light of \$350,000, and an estimated ending fund balance for September 30, 2023 of \$21,993,021 which is 42.5 percent of expenditures. Parker stated the proposed revenue assumptions include certified total estimated value as of April 30, 2022 of \$6,021,687,780, certified estimated value of new construction as of April 30, 2022 of \$172,511,500 (equates to \$1,009,094 in revenue), assumes an estimated No New Revenue Tax Rate of .584943 (a 5.88 cent decrease from current rate), absorbs payment associated with 2022 debt issuance (\$358,387 loss to the General Fund or \$.00595 to the M&O tax rate), and proposed sales tax is an 8.8 percent increase over the FY 2022 projected and projected FY 2022 is 100 percent of the budgeted amount (six-month actuals at 52 percent). Parker added the proposed expenditures include a five percent increase in health insurance at \$159,248, an adjustment to the General pay plan (COLA effective October 1, 2022) at \$519,744, a two percent average merit increase for the General employees (effective January 2023) at \$189,000, and an annual step increase for Public Safety personnel at \$109,000.

Parker stated the recommended recurring General Fund expenses include two sworn officers, police officer upgrade to sergeant, police mental health coordinator-upgrade to full time, two crossing guards, crossing guard supervisor, six firefighters, upgrade fire prevention clerk to fire records analyst, budget and transparency software, facilities Trane building management software upgrade, third full-time ambulance for a half of a year, code enforcement software, and Zoning Ordinance hosting.

Parker stated the recommended one-time General Fund expenses include budget and transparency software implementation, facilities scissor lift, IT security camera system replacement, animal services keycard access control, streets sand/salt spreader for dump truck, streets mini track loader, streets angle broom 84 inches, streets paint striper replacement, Woodbridge Parkway and Hensley Lane signal construction, two new CID vehicles, police FY 2024 replacement vehicles, streets unit #324 replacement one-ton utility truck, and streets traffic signal technician crew leader vehicle.

Parker spoke about the American Rescue Plan Act (ARPA) stating \$3,049,825 was received in July 2021 and \$3,049,825 was requested in June 2022 and the money can be used on government services. Staff's potential recommendations include McMillen Road unfunded amount, East FM 544 (Stone Road Phase III), and any unplanned construction cost increases.

Parker stated the Utility Fund Summary includes an audited Utility Fund unassigned ending balance for September 30, 2021 of \$20,956,639, projected 2022 revenues of \$25,211,725, available funds of \$46,168,364, projected 2022 expenditures of \$25,738,001 (includes a budget amendment for \$1.2 million for two advanced funding agreements with TxDOT to move water lines), and an estimated ending fund balance for September 30, 2022 of \$20,430,363. Parker stated an estimated beginning fund balance for October 1, 2022 of \$20,430,363, proposed revenues of \$26,027,619 (assumes a seven percent water rate increase and a 2.75 percent sewer rate increase per the 2020 rate study), proposed expenses of \$24,005,877 (includes a five percent increase in healthcare and a two percent average merit and adjustments to the pay plan), new/replacement fleet and equipment and one time uses of \$657,600, and an estimated ending fund balance for September 30, 2023 of \$21,794,505 (policy requirement is 90 days of operating expenditures and this ending fund balance is 322 days).

Parker gave an update on the North Texas Municipal Water District costs including member city water rate is expected to be \$3.39 per 1,000 gallons (up from \$2.99) which is increasing by over 13 percent, Muddy Creek interceptor costs are estimated to decrease 12.5 percent, Muddy Creek Wastewater Treatment Plant costs are estimated to increase 20 percent, and Wastewater Pretreatment Program costs are estimated to increase 12 percent.

Parker stated the recommended additions to the Utility Fund include: lead and copper rule revision, SCADA pack/PLC and radio replacement, sample stations replacement, backhoe replacement with a mid-size excavator, portable parallel analyzer Hach SL1000 (backup), cold climate automatic flushers/de-chlorinators, utility line locator, hydraulic chainsaw, Dogwood Drive waterline replacement design, and wastewater pump replacement.

Parker stated the 4B Sales Tax Fund Summary includes an audited 4B Sales Tax revenue fund ending balance for September 30, 2021 of \$5,121,099, projected 2022 revenues of \$4,589,466, available funds of \$9,710,565, projected 2022 expenditures of \$4,571,940, and an estimated ending fund balance for September 30, 2022 of \$5,138,625. Parker stated an estimated beginning fund balance for October 1, 2022 of \$5,138,625, proposed revenues of \$4,941,346 (includes sales tax revenue and revenue from the Recreation Center), proposed expenses of \$4,005,210 (includes a five percent increase in healthcare, two percent average merit and adjustments to the pay plan), recommended requests (one time uses and equipment) of \$352,800, and an estimated ending fund balance for September 30, 2023 of \$5,721,961 (policy requirement is 25 percent of budgeted sales tax revenue which is \$1,031,037).

Parker stated the recommended additions to the 4B Sales Tax Fund include an irrigation technician, replacement of Birmingham Farms Park playground, new rear discharge zero turn mower, drainage flume areas for Founders Park, two sets of soccer goals for Dodd Park, parks HVAC replacement, pour and play surfacing for Olde City Park, and holiday yard decorations for Olde City Park.

Parker stated the 4B Fund balance and debt includes an estimated ending fund balance for September 30, 2023 of \$5,721,961, less policy requirement which is 25 percent of budgeted sales tax revenue of \$1,031,037, for an available fund balance for one-time expenses of \$4,690,924. The current debt for GO Refunding Series 2013 (originally issued in 2005) is \$400,000 and it will be paid off in FY 2025. The new 20-year tax-exempt debt rates are currently at 4.50 - 4.75 percent and \$5 million in proceeds would cost approximately \$450,000/year.

Questions and comments from Council included: additional information on the third-full time ambulance, what is the timeline to assign and spend ARPA funds, what is the Muddy Creek Interceptor, what are cold climate automatic flushers, what is pour and play surfacing, requested an update on the splash pad and dog park, appreciate the thoroughness of the presentation, appreciate conservative budget to maintain our excellent rating, appreciate that the City is trying to do our best to be competitive in the market, and appreciate thoughts on public safety for the future. Parker and staff answered questions from Council.

WS2. Discuss proposed development of 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road.

Mayor Porter confirmed with staff that there were no representatives present tonight, and with Council already ruling on this proposal, no action is needed by Council this evening.

WS3. Discuss options for improving E Stone Road, WA Allen Boulevard to Bennett Road.

City Engineer Porter addressed the Council stating staff was tasked with looking into the maintenance of Stone Road. The City has been operating off of a map provided by the County for maintenance in which the County was maintaining about 71.59 percent and the City about 28.41 percent, and the County has since provided the City with a new map for maintenance of the roadway that identifies the County maintaining about 27.88 percent and the City about 72.12 percent. Porter provided future alternatives including a two-lane replacement of the existing asphalt roadway with a nine-inch surface and an eight-inch base for an estimated cost of \$4,738,024.50; a two-lane concrete with no drainage improvements with an eight-inch surface and eight-inch base for an estimated cost of \$7,104,139.00; a two-lane concrete with drainage improvements for an estimated cost of \$9,738,933.29; or a three-lane concrete that includes curb, gutter, and drainage for an estimated cost of \$15,551,639.00.

Questions from Council included: is the County saying the roadway sits 100 percent within City of Wylie limits, who do we need to hire to get to the nuts and bolts of what is there, could staff consider a two-lane asphalt with drainage option, not a fan of right of way acquisition for this project at this time, like the asphalt option and how long would it last, and would like to explore drainage along the side of the roadway.

Council feedback included: Councilman Mize stated he leaned towards three lanes and is open to asphalt, and added it should be expanded to prepare for the future and include drainage improvements, and the City work towards taking control over the road maintenance to control the quality for the residents. Councilman Wallis stated he liked a two-lane asphalt with improved drainage to improve the life span and safety of the roadway, and would like to fight over the maintenance but does not want to fight it at the cost of the citizens. Councilman Williams stated he liked the two-lane asphalt with improved drainage and liked the concrete with asphalt overlay for long-term purposes. Williams stated he would like to maintain what the County says is the City's and have the County fix their portion, and consider taking over full maintenance of the road later when the City has funding. Mayor Porter stated he liked the two-lane asphalt with drainage, and take maintenance responsibility for the time being on the respective portions outlined by the County and then potentially take over full maintenance later. Councilman Strang stated he liked the two-lane asphalt with drainage improvements and maintaining the County split. Councilman Duke stated he liked the two-lane asphalt and improved drainage, and to continue the County maintenance split and take full ownership of the road when the City has funds to do so.

The majority of feedback from Council was a two-lane asphalt roadway with drainage improvements, and to continue with the County maintenance split until the City has funds to take ownership.

Mayor Porter convened the Council into a break at 9:01 p.m.
Mayor Porter reconvened the Council at 9:11 p.m.

WS4. Fire Department Presentation.

Fire Chief Brandon Blythe addressed Council giving a presentation on the Fire Department including a 2021 recap, the 2021 annual report, a 2021 response summary, calls by year and month, response times, district call volume

summary, unit summary, fire loss “effectiveness”, mutual aid given and received, fire prevention division, communications division, fleet status, financial review, Fire Station 4, current Wylie Fire-Rescue projects, and Station 4 impact.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 9:41 p.m.

READING OF ORDINANCES

Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.

City Secretary Storm read the caption to Ordinance No. 2022-48 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Williams, to adjourn the meeting at 9:42 p.m. A vote was taken and the motion passed 6-0 with Mayor *pro tem* Forrester absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval for substantial renovations in accordance with Ordinance No. 2013-17 for the remodel of an existing commercial structure, located at 108 E. Marble Street within the Downtown Historic District.

Recommendation

Motion to approve Item as presented.

Discussion

Owner: Brian Tobias

Applicant: MLD Custom Homes

The property owner proposes to enclose the existing overhead drive-thru area to allow for additional office space. New exterior materials will be stucco, color and texture to match the existing smooth texture surfaces.

Existing roof will remain. New storefront window systems will be installed on the north and south facades. The proposed plan adds approximately 1,130 sq. ft.

According to Collin County Appraisal District, the main structure was built in 1975.

HRC Discussion

The Commission discussed at length the landscaping around the building. The Commission voted 4-1 to recommend approval as presented.

APPLICATION FOR HISTORIC REVIEW

Date: 5/12/22

NOTICE TO APPLICANT

- 1 **Completed applications and drawings must be in the Planning and Engineering Office no later than 10 days before the meeting. (Regular meetings are held on the 4th Thursday at 6:00 p.m. in the City Hall Council Chambers, or Special Called Meetings as needed.)**
- 2 **It is imperative that you complete this application in its entirety. Incomplete applications will be returned and could delay the commencement of your project.**
- 3 **The presence of the applicant or his/her agent as designated herein is necessary at the Historic Review Commission Meeting.**
- 4 **All presentation material must be received by Staff on the Monday the week prior to the meeting. This will be case for Historic Review Commission and City Council.**

APPLICANT INFORMATION

Name: MLD Custom Homes Phone: 214-458-0214

Mailing Address: PO Box 428 Wylie, TX 75098

Email Address: [REDACTED] Fax:

PROPERTY OWNER INFORMATION

Name: Brian Tobias Phone: [REDACTED]

Mailing Address: 108 W Marble St. Wylie, TX 75098

Email Address: [REDACTED] Fax:

PROJECT INFORMATION

Name of Business (if applicable): American Entitlements

Current or intended use of the building: Insurance office-expanding office space by enclosing current overhead structure drivethru

Address of Project: 108 E Marble St. Wylie, TX 75098

(The below information (Lot, Block, Subdivision, and Frontage) can be obtained on the County Appraisal District's website by entering the physical address of the property: <http://collincad.org> or <http://dallascad.org> or <http://rockwallcad.org>

If you do not have access to the Internet or cannot locate this information on the website, contact the Planning Department at (972)516-6320 for assistance.

22 & 1/2" South of 23
Lot , Block , Subdivision Current Zoning:

Which District is the property located within?

- ☒ Downtown Historic District
☐ South Ballard Overlay District
☐ Other

SCOPE OF WORK**o Remodeling/Renovating**

Provide a detailed description of the nature of the proposed alterations and /or repairs (attach additional sheets if necessary):

Enclose existing covered drive thru to create open call center room

Are you painting an exterior feature? YES NO

If YES:

	<i>Describe Feature</i>	<i>Color Name</i>	<i>Sample Attached</i>
Ex.	<u>Window and door frames</u>	<u>SW Autumn Hue (No. 7665)</u>	YES
	NO		
	Yes	Bronze Metal-to match existing	YES NO
			YES
	NO		
	Stucco	To match existing trim/stucco on building	
	YES NO		

Are you replacing an exterior feature? YES NO

If YES:

	<i>Describe Feature</i>	<i>Current Material</i>	<i>Proposed Material</i>	<i>Sample Attached</i>
Ex.	<u>Window frame</u>	<u>Wood</u>	<u>Vinyl</u>	YES NO
				YES NO
				YES NO
				YES NO

o New Construction

Are you replacing an existing structure? YES NO

If YES, complete "Demolition" below.

o Demolition

Describe the condition of the existing structure: _____

What is the estimated cost of restoration or repair of the existing structure? _____

Explain why the property is being demolished as opposed to restored or renovated for adaptive reuse:

What do you plan to do to mitigate the loss of the landmark structure? _____

o **Sign**

Type of Sign:

- o Attached Sign
- o Temporary Sign
- o Monument Sign

- o Pole Sign
- o Banner
- o Other (Specify) _____

Sign Dimensions: _ _ _____ Total Square Footage _____

Will the sign be connected to electricity or lit in any way? YES NO

If YES, what is the method of lighting? _____

Will this sign project over a public sidewalk? YES NO

If YES, what is the distance from the sidewalk to the bottom of the sign? _____

Have you submitted an application for a Sign Permit to the Building Inspections? YES NO

o **Fence**

What is the proposed material and style of fence you intend to install? _____

What is the proposed height of the fence? _____

Are you replacing an existing fence? YES NO

If YES, what is the current fence material? _____

Have you submitted an application for a Fence Permit to the Building Inspections? YES NO

Provide a detailed description of the nature of the proposed project (attach additional sheets if necessary):

REQUIRED ATTACHMENTS:

- Current photographs of the property
- If available, historic photographs of the property
- Site Plan indicating the following:
 - Dimensions of the lot on which the building will be located, including setbacks (check official plat records and Zoning Ordinance)
 - Location and width of all easements (check official plat records)
 - Location and dimensions of all existing and proposed buildings, parking areas, and existing signs (if any)
 - Architect's rendering or elevations of proposed construction
- Sample board of materials and colors to be used
- Site Plan Fee \$250.00 - Check/Card/Cash (Check made payable to City of Wylie)

Intended start and finish dates: Start 6/15/22 Finish 11/15/22

I have carefully read the complete application and know the same is true and correct. I understand the ordinances governing the activity described in this application, and I agree to comply with all provisions of the City ordinances, State laws, and all property restrictions, whether herein specified or not.

X 

(Owner or Authorized Agent)

RETURN TO:

City of Wylie
Planning Department
300 Country Club Road, Building 100
Wylie, Texas 75098
(972) 516-6320

Boundary Solutions Inc.
The Quality Answer

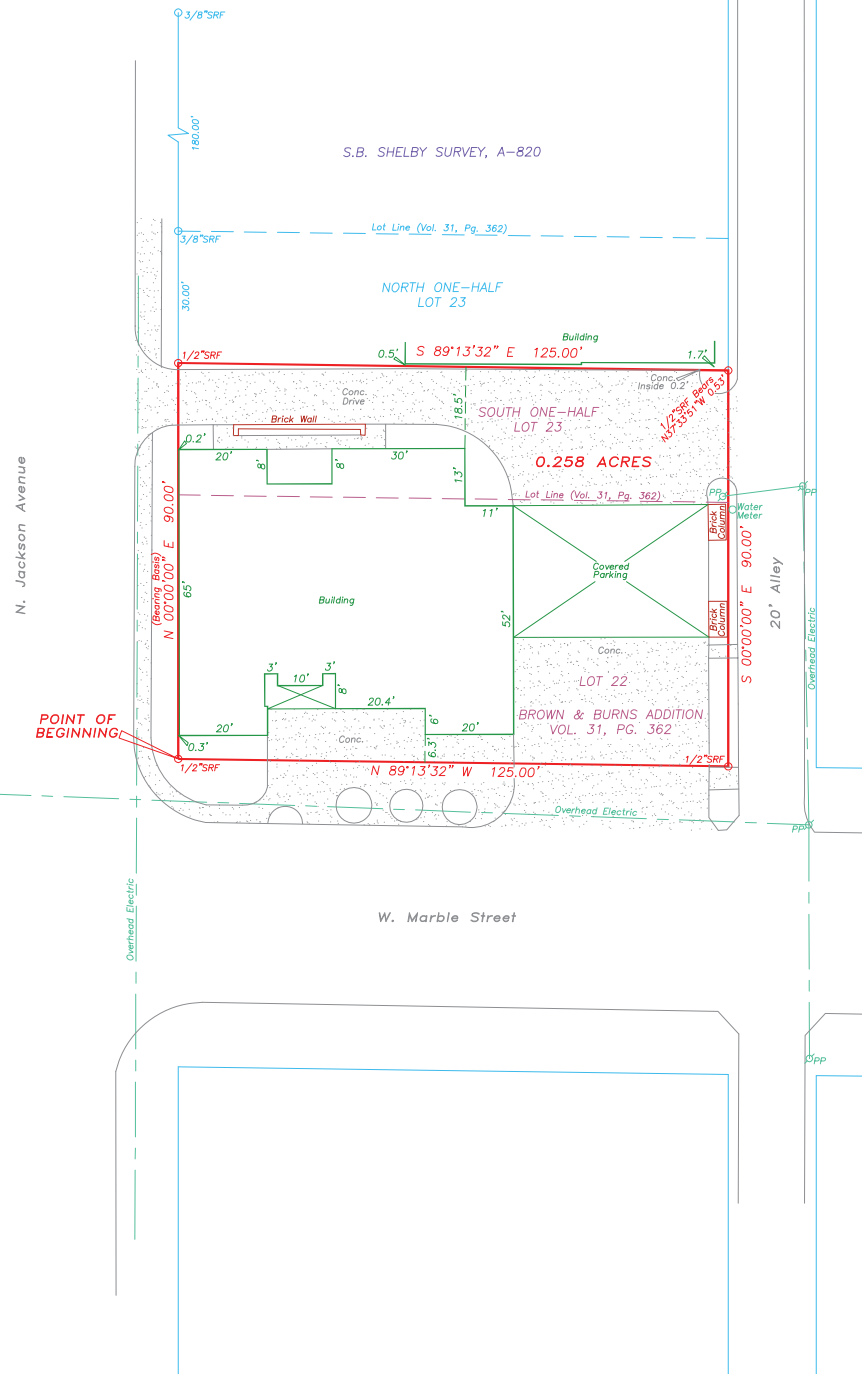
COMMERCIAL AND RESIDENTIAL
BOUNDARY, TOPOGRAPHIC, &
ALTA/ACSM LAND TITLE
SURVEYS

P.O. BOX 250
CADDO MILLS, TX 75135
OFFICE: 214-499-8472
FAX: 972-782-7611
EMAIL: mbusby_bsi@yahoo

Farmers Electric
Cooperative, Inc.

Drawn by: mjb
B.S.I. Job# 1012-003

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DESCRIPTION

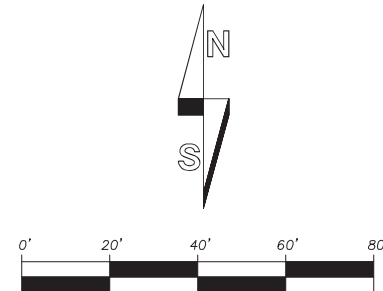
BEGINNING at a 1/2 inch steel rod found at the intersection of the North line of W. Marble Street with the East line of N. Jackson Avenue, same being the Southwest corner of said Lot 22;

THENCE North 00 degrees 00 minutes 00 seconds East (Bearing Basis), 90.00 feet along the East line of said N. Jackson Avenue to a 1/2 inch steel rod found for corner, from which a 3/8 inch steel rod found at the Northwest corner of said Lot 23 bears North 00 degrees 00 minutes 00 seconds East, 30.00 feet for witness, and from which a 3/8 inch steel rod found at the Northwest corner of Lot 26 bears North 00 degrees 00 minutes 00 seconds East, 210.00 feet for witness;

THENCE South 89 degrees 13 minutes 32 seconds East, 125.00 feet to a point for corner on the West line of a 20 foot alley, from which a 1/2 inch steel rod found bears North 37 degrees 33 minutes 51 seconds West, 0.53 feet for witness;

THENCE South 00 degrees 00 minutes 00 seconds East, 90.00 feet along the West line of said alley to a 1/2 inch steel rod found at the intersection of the North line of W. Marble Street with the West line of said 20 foot alley, same being the Southeast corner of said Lot 22;

THENCE North 89 degrees 13 minutes 32 seconds West, 125.00 feet along said line of W. Marble Street to the POINT OF BEGINNING, containing 0.258 acres of land.



SRS = STEEL ROD SET
SRF = STEEL ROD FOUND

Note: Bearings based on recorded plat (Vol. 31, Pg. 362).

Note: Verify exact location of underground utilities prior to construction.

Note: All 5/8 inch steel rods set have red plastic cap stamped "Boundary Solutions"

The plat as shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of December, 2010; the visible improvements on the ground are as shown on the survey; there are no visible intrusions, protrusions, overlapping of improvements or conflicts found except as shown on the survey plat.

December 13, 2010



Matthew Busby
R.P.L.S. No. 5751

PROJECT:

AMERICAN ENTITLEMENTS REMODEL

108 E. MARBLE STREET
WYLIE, TX 75098

BUILDER:

MLD CUSTOM HOMES

LANDON DAY
31 STEEL ROAD, WYLIE, TEXAS 75098

DESIGNER:

GUSTAVSON & ASSOCIATES LLC



113 Lantana Lane
Wylie, TX 75098
Phone: (214) 675-3172
Email: Allen@GusTX.com

SHEET LIST:

- T-1 — TITLE SHEET
- A-1 — AS BUILT FLOOR PLAN
- A-2 — REMODEL FLOOR PLAN
- A-3 — REMODEL REFLECTED CEILING
- A-4 — EXTERIOR ELEVATIONS

DESIGNER
GUSTAVSON & ASSOCIATES LLC

113 Lantana Lane
Wylie, TX 75098
Phone: 214-675-3172
Email: Allen@GusTX.com



PROJECT

AMERICAN
ENTITLEMENTS
ADDITION

108 W. Marble St. Wylie, TX 75098

BUILDER

MLD CUSTOM HOMES
31 STEEL ROAD
WYLIE, TEXAS

SHEET NAME

TITLE SHEET

SCALE:

N.S.

DATE:

12-22-2021

DRAWN BY:

AEG

CHECKED BY:

AEG

SHEET NUMBER:

T-1



EXISTING BUILDING

EXISTING PORTE COCHERE

**AS BUILT
FLOOR PLAN**
SCALE: 1/4"=1'-0"

DESIGNER
GUSTAVSON & ASSOCIATES LLC
113 Lantana Lane
Wylie, TX 75098
Phone: 214-675-3172
Email: Allen@GustTX.com

PROJECT
**AMERICAN
ENTITLEMENTS
ADDITION**
108 W. Marble St. Wylie, TX 75098

BUILDER
MLD CUSTOM HOMES
31 STEEL ROAD
WYLIE, TEXAS

SHEET NAME
AS-BUILT FLOOR PLAN

SCALE:
1/4"=1'-0"
DATE:
12-22-21
DRAWN BY:
AEG
CHECKED BY:
AEG
SHEET NUMBER:
A-1

Architectural floor plan of the Open Call Center Area. The plan shows a large rectangular room with a central 'OPEN CALL CENTER AREA' labeled '44'-5" x 44'-5"'. The room is surrounded by a 'STONE FRONT SYSTEM' with various panel sizes: 9' x 10' (3-3-0" panels) on the top and bottom, and 9' x 8' (3-3-0" panels) on the left and right. The plan includes dimensions for the room (48'-5" x 55'-0") and the stone front system (12'-0" x 12'-0"). It also shows a 'MAIN DOOR' on the left, a 'GLASS CORNER' on the right, and a 'FORMER TELLER WINDOW' on the right. The plan is labeled 'CONTRACTOR SHALL VERIFY EXISTING DIMENSIONS'.

SEE REFLECTED CEILING PLAN (A-3) FOR LIGHTING LAYOUT

SCALE: 1/4"=1'-0"

NEW ADDITION SQUARE FOOTAGE: 1,183
(DOES NOT INCLUDE EAST SIDE COLUMNS
IN TOTAL SQUARE FOOTAGE)

113 Lantana Lane
Wylie, TX 75098
Phone: 214-675-3172
Email: Allen@GusTX.com

108 W. Marble St. Wylie, TX 75098

WYLIE, TEXAS

DEMONSTRATION

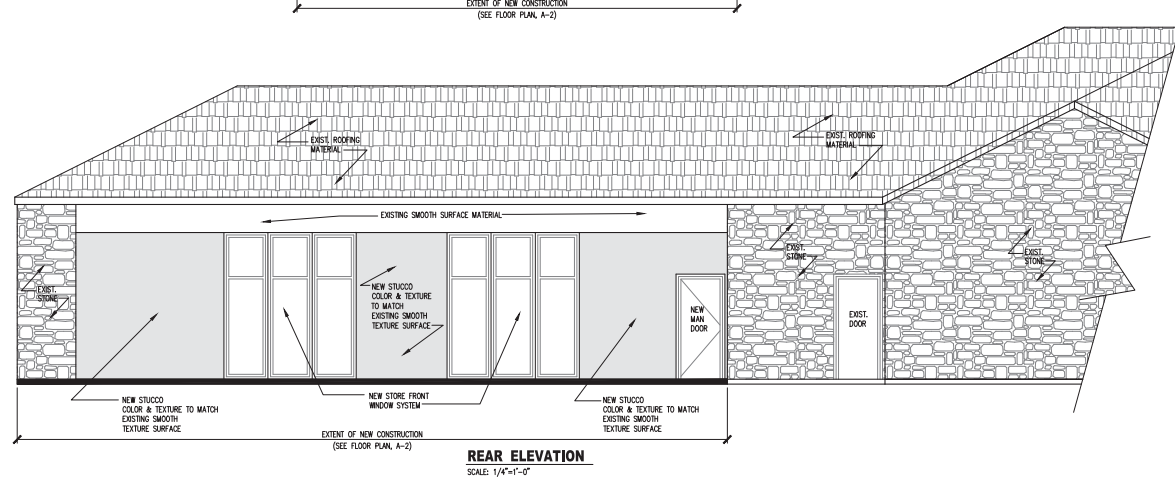
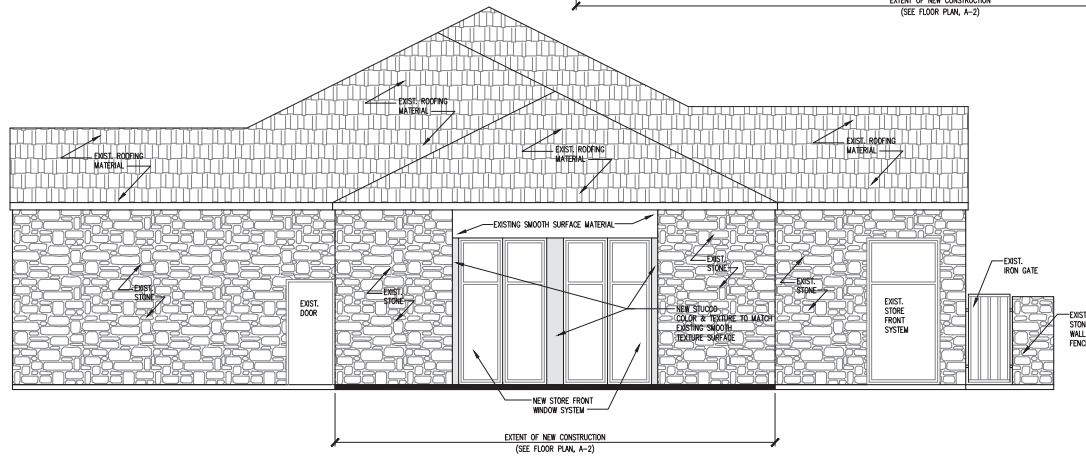
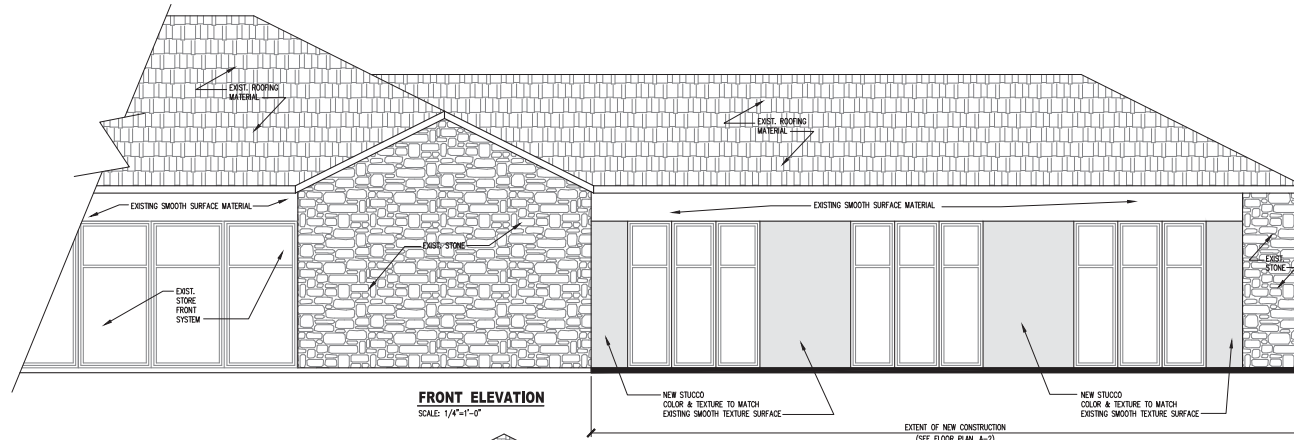
LE:
4" = 1' - 0"

-22-2021

MAN BY:

CKED BT:

A-2



DESIGNER

GUSTAVSON & ASSOCIATES LLC

113 Lakings Lane
Wylie, TX 75098
Phone: 214-679-3172
Email: Allen@GustTX.com

PROJECT

AMERICAN
ENTITLEMENTS
ADDITION

108 W. Marble St. Wylie, TX 75098

BUILDER

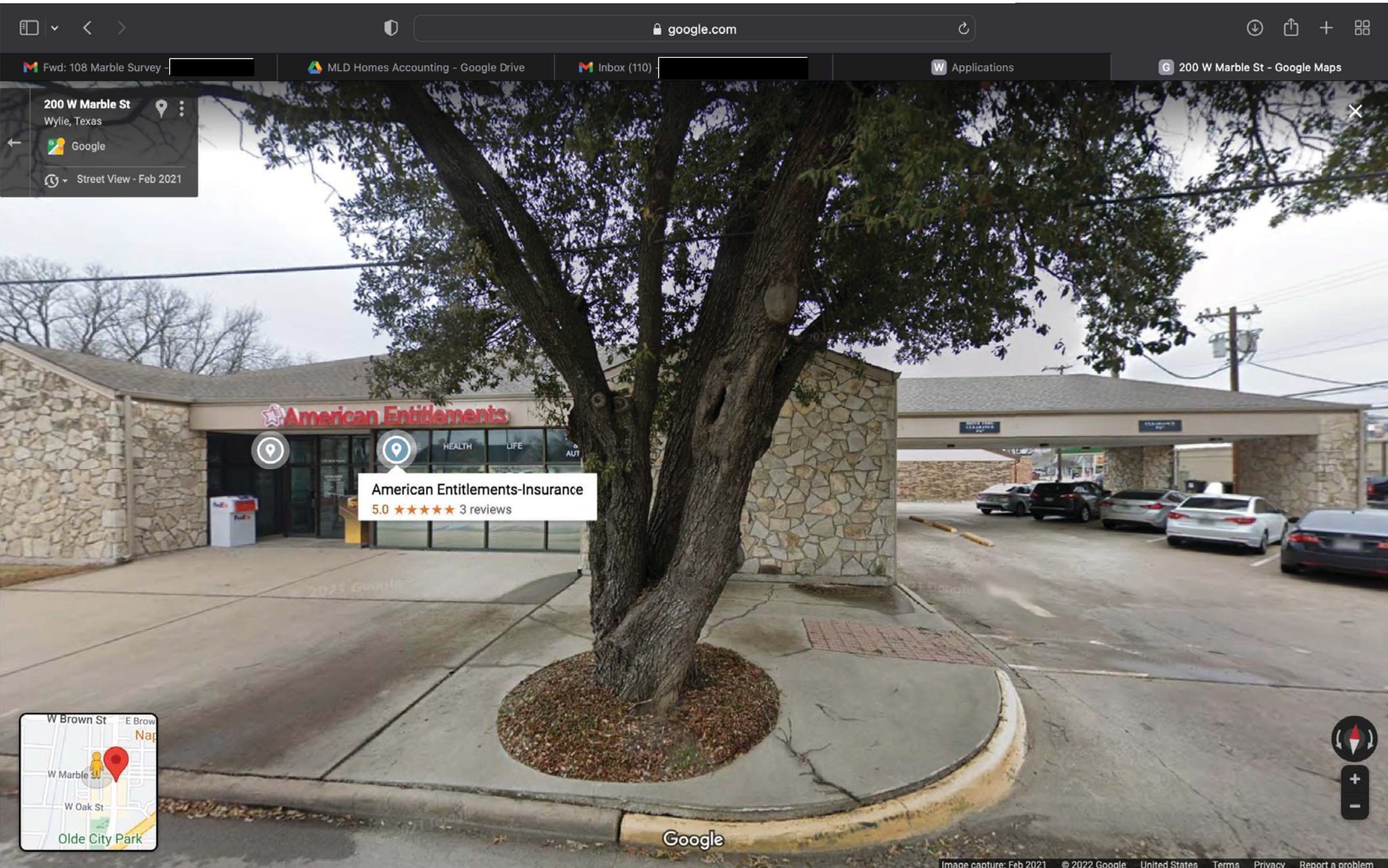
MLD CUSTOM HOMES

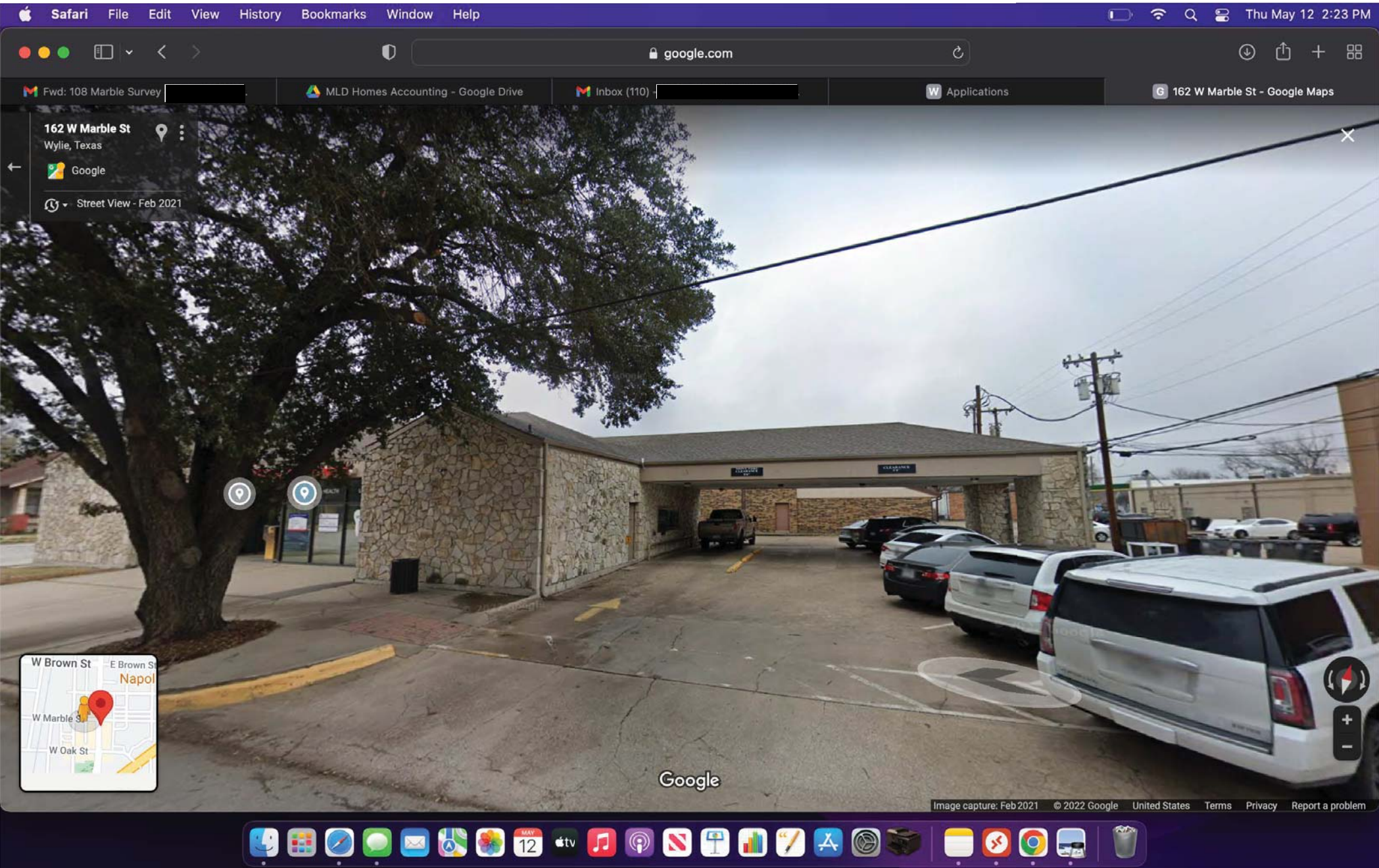
31 STEEL ROAD
WYLIE, TEXAS

SHEET NAME

EXTERIOR ELEVATIONS

SCALE:
1/4"=1'-0"DATE:
12-22-2021DRAWN BY:
AEGCHECKED BY:
AEGSHEET NUMBER:
A-4







Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval for demolition of a residential structure in accordance with Ordinance No. 2022-34. Property located at 100 S. Cottonbelt St. within the Downtown Historic District.

Recommendation

Motion to approve Item as presented.

Discussion

Owner: Rick and Helen Pearce

Applicant: Arnulfo Perez

The property owner proposes to demolish an existing residential dwelling that has undergone significant modifications from its original construction. Section 6.3.E.3. of the City's Zoning Ordinance outlines the criteria for demolition as follows:

Demolition of a structure will NOT be allowed if any of the items below are met:

1. A structure is of architectural or historical interest and/or value or its removal would be detrimental to the public interest, or
2. The building contributes significantly to the character of the historic district and demolition would create a detrimental view or adversely affect the existing buildings on the block, or
3. A structure is contributing or unusual or uncommon design and materials and it could not be reproduced without great difficulty and/or expense, or
4. If its proposed replacement would not make a positive visual contribution, would disrupt the character or be visually incompatible within the historic district.

Demolition of a structure MAY be allowed if any of the following criteria is met:

1. The building has lost its architectural and historical integrity and importance and its removal will not result in a negative, less appropriate visual effect on the historic district, or
2. The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non contributing structure), and its removal will result in a positive, appropriate visual effect in the district.

The Engineer's report gives technical and structural detail of its findings. The home was a stick built, pier and beam foundation, one story, single-family residence with vinyl siding. The foundation piers were a mix of concrete masonry unit pads and blocks and wooden posts. The entire subfloor has been removed. The house is leaning to the north and supported with 4x4 posts staked to the ground. Several interior and exterior walls are not square or plumb and are not fully resting on the foundation.

The existing framing members appear to be from the original construction of the home according to the report; however, the roof structure was missing a ridge board, purlin bracing and collar ties. A room has been added in the attic area. It was the opinion of the engineer that the wall and ceiling framing is not adequate to support the room addition.

The Foundation report provided the following:

Drywall cracks, window separations, frieze board separations, damaged joist, damaged beam, ponding, and a wet understructure were observed. It was determined that the structure has experienced seasonal foundation movement over the life of the structure, resulting in differential movement of the block and base foundation.

Per Collin County Appraisal District records, the house was built in 1960. The houses immediately to the south along Cottonbelt and continuing south to Elliot are brick construction and built between 1984-2001. Immediately across Cottonbelt is a Habitat home constructed in 2017. Two other homes on the east side of Cottonbelt continuing south to Elliot were built in the early 1950's and are wood frame. Although the Engineer's report states that considering the age and condition of the structure, the house could be remodeled/restored, it is staff's opinion that it would come at a significant cost to the property owner.

As stated in the Ordinance criteria, ***The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non contributing structure), and its removal will result in a positive, appropriate visual effect in the district*** staff believes that its removal would not be detrimental to the public interest.

If approved for demolition, the applicant will submit new plans for HRC review to rebuild from ground up a new residential dwelling that meets the current design standards of the Downtown Historic District.

HRC Discussion

The Commission discussed at length with the applicant the interior damage and modifications to the house. The Commission voted 5-0 to recommend approval as presented.

Page Two Inspection Services
CONSULTING ENGINEERS, STRUCTURAL, MECHANICAL
315 Farrar Road, Waxahachie, Texas, 75165
Tel: (972) 268-4140 Fax: (972) 935-0184

Structural Framing Inspection**April 29, 2022****Mr. Justice Perez****Tel: 214-586-1482****Email:** [REDACTED]**Structural Evaluation Inspection:****Re: Structural framing inspection of house at 100 South Cottonbelt Avenue, Wylie, Texas 75098.**

Per your request, my representatives or I have visited the referenced property to conduct a structural framing inspection of the home mentioned above. The following are my on-site observations:

This home was a **stick built, pier and beam foundation, one story, single-family residence with vinyl siding**. The foundation piers were a mix of concrete masonry unit pads and blocks and wooden posts where visible. The entire sub-floor had been removed. The floor joists were 2" X 6" nominal lumber spaced at 26" – 27" on center. The foundation structure was excluded from this report at the request of the owner / contractor.

Interior wall coverings had not been removed except in isolated areas at the west and north sides of the home. The homes exterior wall studs, ceiling joists and roof rafters were constructed of 2" X 4" wood framing. All of these structural components were spaced at 24" on center where visible. Some remodeling of the interior was observed with a portion of one interior load bearing wall removed. The house was leaning to the north and was supported with 4" X 4" posts staked to the ground and attached to the upper portion of the northern wall. Several interior and exterior walls were not square or plumb and these walls were not fully resting on the foundation in several locations. It is my opinion that the structure slanting was partially caused by the extent of foundation repair and load bearing wall removal.

Considering the age and condition of the structure; it is my professional opinion that the house can be remodeled / restored.

The existing structure can be restored and brought up to the intent of current code requirements by adding additional 2" X 4" wall studs to provide the minimum of 16" on center requirements or add blocking where spacing exceeds 16" on center at all locations. Blocking inside walls shall be placed at the lower and upper on third of the wall. Wind shear requirements can be added and are recommended.

Upon inspection of the attic framing, the existing framing members appear to be from the original construction of the home. The original roof structure was missing a ridge board, purlin bracing and collar ties. An attic access opening was present with a minimum 22" X 30" clear opening. At the top of this attic ladder a room had been built in the attic over a 132 square foot area. The ceiling area below this room addition was sagging. It is my opinion that the wall and ceiling framing was not adequate to support the room addition initially. Removal of a load bearing wall below this room addition will only increase the sagging. In my professional opinion, this is a potential structural safety hazard. I recommend removing the attic room addition.

The materials used during the original construction of the home were assumed to be acceptable at the time. However, the materials are undersized for today's standards. It is recommended that the roof structure shall be altered by adding a properly sized 2" X 6" or larger ridge board.

Rafters shall be blocked every three feet with 2" X 4" nominal lumber. The ceiling joists shall be blocked with 2" X 4" nominal lumber every three feet. Purlin bracing and collar ties should be added where required.

Permitting, zoning, etc. is the responsibility of the homeowner/contractor. The contractor is responsible for the means and methods of installation. All work to meet or exceed the intent of the **2018 IRC Building Codes**.

I am pleased to perform this inspection for you. Should you need further assistance in this matter, please do not hesitate to call.

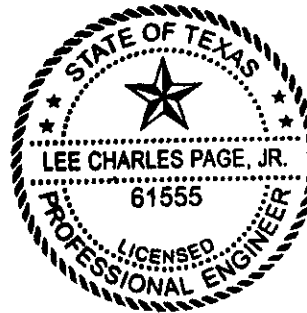
Disclaimer: This inspection consisted of visual observations only. The porch is excluded from this inspection. The inspection excluded the electrical, mechanical, architectural, termites, wood destroying insects, dry-rotting wood, driveway, sidewalk, back patio, wood deck, and all detached structures. No performance warranty of any kind is expressed or implied. Due to the soil type in the area, the foundation may experience some movement/settlement in the future. The home is in a condition along with the wear and tear is consistent with one of its age and one that can be repaired and renovated. If the local, city, county, state, federal, or any applicable code is more stringent than this report and sketch, then the code requirement overrules and takes precedent.

Limit of liability shall be the fee paid for this report.

Sincerely,



Lee Charles Page, P.E. #61555
Page Two Inspection Services #F-20584





Date: April 25, 2022

Attention: Arnulfo Perez (via [REDACTED])

Subject: Pre-Repair Foundation Repair Evaluation
Block and base Foundation
100 South Cottonbelt Avenue, Wylie, TX

Good Afternoon:

Crosstown Engineering (CE) was retained to inspect the subject foundation and to provide an opinion regarding the performance of the foundation. This report provides our reasonable professional opinion of the condition of the foundation on the date of our inspection and does not take into consideration any changes in the condition of the foundation or soils after that date. The contents of this report supersede any verbal comments made regarding the structure before, during or after the inspection and this report was prepared for exclusive use of the person or persons this report was prepared for and we do not have any obligation or contractual relationship to any other party other than the party this report was prepared for. Observations for compliance with any code or specification other than those explicitly stated are not included.

Scope of Work:

The subject foundation was visually inspected in areas that were accessible at the time of the inspection. The opinions provided within this report are based on the experience and judgment of the inspector and the information provided at the time of the inspection. This report also gives engineering advice with regard to the best and most economical repair method assuming normally expected subsurface conditions and conventional construction methods. It is known to all educated engineers with knowledge of the active soil supporting the structure that a full repair plan would include the underpinning of the entire structure and is not economically feasible due to the cost vs. benefit and the risk of resulting damages.

Scope of Work Limitations:

This report is for informational purposes only and is not intended to provide a detailed inventory of defects or a technical evaluation of the structure, drainage system or the overall property. The inspection excludes plumbing tests or procedures, verification of previous foundation repairs, framed superstructure, detached buildings, privacy or retaining walls, general site drainage away from the structure, material and soil sampling/testing, and verification of concrete reinforcement or knowledge of the location of interior grade beams, boxed structural members not in plain sight or previous repair work.

The client or individual ordering this report agree that Crosstown Engineering is not responsible for knowledge of the subsurface conditions without extensive geotechnical investigation including on-site drilling or testing of samples.

The future performance of this foundation cannot be predicted due to variables out of the control of the inspector. Therefore, this report does not predict or warrant the future performance of the subject foundation and the reader is encouraged to read the entire report.

Document Review:

Documents were not provided for review. If existing piers are shown in the limited repair plan, their locations were provided by the client and are approximated. We do not certify their performance or existence. If the reader would like to verify their presence, they must contact the owner or contractor to obtain an engineering certificate for them.

General Observation:

For the purposes of this report directions will be described using the terms left, right, front, and back with the front referring to the side of the structure indicated on the limited repair plan.

The structure is one story tall with a block and base foundation. The primary structural system of the structure is a wood framed system with exterior wood siding and interior drywall with various finishes. The foundation was exposed during our inspection.

Grading, Drainage, Erosion and Vegetation Observations:

The terrain immediately surrounding the structure was visually observed during the inspection. We observed the following:

- The gutter system is inadequate and needs improvement.
- The drainage system is inadequate and needs improvement.
- The terrain is landscaped with grass, several trees, and some shrubbery. Some trees and/or shrubs are close to the foundation.

Visual Observations:

Drywall cracks, window separations, frieze board separations, damaged joist, damaged beam, ponding, and a wet understructure were observed. Based on our observations of the structure, the structure's physical damage and review of the map, we believe the structure has experienced seasonal foundation movement over the life of the structure, resulting in differential movement of the block and base foundation.

Foundation Repair Recommendations:

We recommend performing the following in the approximate locations of the structure as indicated on the limited repair plan:

- Obtaining a framing inspection prior to any repairs.
- Installing a full guttering system with downspout extensions.
- Regrading the perimeter of the structure to pitch water away from the foundation.
- Using fans to dry the crawlspace area after the perimeter is regraded.
- Installing 300 LF of beam.
- Adding a single 2x6 to existing 2(2x6) beams to make triple.
- Installing 1,152 LF of joists at 15" spacing so they run on top of beams cohesively from one end to the other.
- Installing 156 LF of rim joist.
- Resetting/re-shimming the entire block and base portion of the foundation with steel to improve leveling.

The purpose of the installation is to provide support and mitigate downward movement in the areas of the installation. Please see the limited repair plan for more information.

Maintenance Opportunities:

We recommend pre-lift and post-lift plumbing tests be performed on the sewer and potable plumbing lines. The results of the tests should be immediately provided to our office.

Maintaining a fully functioning gutter system will minimize ponding, soil loss and erosion, and will help control seasonal movement near the foundation. The gutter system should direct storm-water discharge away from the foundation through downspouts to a well-drained area that is graded away from the foundation. Optimally, we recommend the gutter system discharge via in-ground solid pipe to a low-lying area far away from the foundation.

Vegetation maintenance and a foundation and yard-watering program will also help control seasonal movement. Maintaining consistent moisture levels in supporting soils at all times of the year is necessary. It is important that the soils be stabilized and maintained with grass or ground cover around the perimeter of the structure to prevent erosion and an exposed or improperly embedded foundation. Large to medium-sized trees, and even large or numerous shrubs, growing too close to a foundation can dramatically effect the moisture content of the soils within the zone of influence beneath the structure. Root systems extract large quantities of water from underlying soils and result in large volumetric changes in the soils (shrinkage). As the tree absorbs water from the soil and the soil volume decreases, the foundation will settle in unsupported. If problematic roots are observed, we recommend removal or installation of tree root barriers.

Grading of the soils around the foundation is a critical element to your foundations health. Sloping the soils away from the home and preventing water from ponding near the foundation is needed to prevent soil "heave". If ponding is noticed near the foundation during the rainy season, consult with an engineer or a drainage contractor immediately. Over-saturated soils can cause "heave" or settlement and contribute to foundation movement.

The purpose of the pier installations and block and base work is to support the structure properly and improve elevations in areas of differential settlement. It is understood that structures of this age and type will not be completely level. Any wood shims and inappropriate wood pad/block elements shall be replaced with steel shims and the appropriate concrete pad and blocks. All deteriorated, rotted, cracked or twisted wood beams, joists, subfloor or sill plates shall be removed and replaced. The contractor shall sister beams and joists as appropriate where spans are greater than 7 feet. Additional pads and blocks are recommended for beam spans greater than 7 feet between existing

pad/blocks. Although Crosstown was able to visually identify the majority of the wood members, it should be understood that some areas of the crawlspace were difficult to access for a visual inspection and deteriorated wood is not easily identified upon visual observation. As a result, the contractor may identify additional wood members that need replacement. This report identifies the minimum foundation repairs necessary. Please see the repair plan for more information.

Expectations of the Limited Foundation Repairs:

The proposed limited repair plan is intended to provide a reasonable repair to improve the performance of the foundation and is not intended to level the foundation. The contractor shall determine the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows, other re-occurring damages, and noticeable issues may remain following the foundation repairs.

The soils beneath and surrounding the structure are known to shrink and swell as the seasonal soil moisture content fluctuates. Moving forward, we anticipate that some cracks in the interior and exterior walls will surface due to seasonal movement within the soils, even after foundation repair. Periodic repair of this type of cracking may be needed.

Disclaimer:

The fees collected are for this report and inspection only and do not include additional services. Additional engineering services such as construction compliance inspections or post-repair inspections are available at an additional cost. A request for a construction compliance inspection must be made in a timely manner before commencement of repair work. Otherwise, we accept no responsibility for the proper execution of the repairs. Crosstown Engineering will only perform the post-repair inspection if the proper paperwork is provided at the time of the request. The paperwork should include the type of piling installed, the piling installation depth, the final pressure and the final scope of work. If the scope of work is to be altered by the contractor, we must be notified prior to installation.

It is known to educated professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils, etc. This soil movement could possibly cause the foundation to move after the remediation plan has been implemented and may impact the stability of the foundation and cause damage.

We do not warrant the future performance of the subject foundation and the reader is urged to review this entire report. The limit of liability is limited to the fee paid for this opinion. No further agreement shall be made, altered, or varied except by written instrument. Diligent foundation care to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.


Neither Crosstown Engineering, its sub-contractors, nor Adam Green, P.E., are responsible for liability to the owner or others for acts or omissions of the contractor to carry out the repairs in accordance with their agreement or for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The contractor is solely responsible for the warranty of the work performed in accordance with their agreement.

Please see the pier specifications (if provided) and limited repair plan for more information.

Sincerely,

Crosstown Land Development Services
Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA
Professional Engineer (TX #116597)

4/25/22

DISCLOSURE & DISCLAIMER

It is known to knowledgeable professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils etc. This soil movement could possibly cause the foundation to move after the remediation plan within the attached report has been implemented and may impact the stability of the foundation and cause damage.

NO WARRANTY IS EXPRESSED OR IMPLIED BY THIS ENGINEER AS TO THE PERFORMANCE OF THIS FOUNDATION OR THE REPAIRS THERETO. Diligent foundation maintenance to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

REPORT LIMITATIONS

This report is written for informational purposes only and is not intended to be a detailed technical evaluation of the property or an inventory of defects. The opinions expressed in this report are based on a visual evaluation of current conditions observed at the time of the inspection. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THIS ENGINEERING REPORT.

The information in this report supersedes any verbal comments, expressed or implied, made by Crosstown Land Development Services or its principals, agents or employees. The client agrees that neither CLDS nor its employees or owners will be responsible for:

1. Knowledge of the subsurface conditions without extensive geotechnical data obtained from onsite drilling and testing of the recovered samples,
2. Knowledge of cracks, vertical differential displacement of floors without uncovering of the floor by the client; and
3. Any other element such as joists or beams and other structural members that is boxed or otherwise not readily available to CE for viewing, and releases CE from any liability attributable to such knowledge or conditions.

Any prescribed repair or maintenance plan detailed by this report is based on observations of apparent performance of the facility at the time of this structural survey. Compliance with any code or specification other than as expressly noted is specifically excluded.

The provided Floor Map and resulting recommendations are based on conditions as they now exist and DOES NOT IMPLY OR WARRANT THAT OTHER PROBLEMS AND OR AREAS MAY NOT MANIFEST IN THE FUTURE.

This report was prepared expressly for the client and expressly for the purposes indicated by the client. Permission for use by any other person for any purpose, or by the client for different purpose is denied unless otherwise stated in writing by CE.

CE SHALL HAVE NO LIABILITY FOR ACTS OR OMISSIONS BY THE CONTRACTOR OR HIS SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT, OR THE FAILURE OF THE CONTRACTOR TO PERFORM THE WORK IN ACCORDANCE WITH THE REPAIR PLAN. CE IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE OR PROCEDURES OR THE PRECAUTIONS INCIDENTAL THERETO.

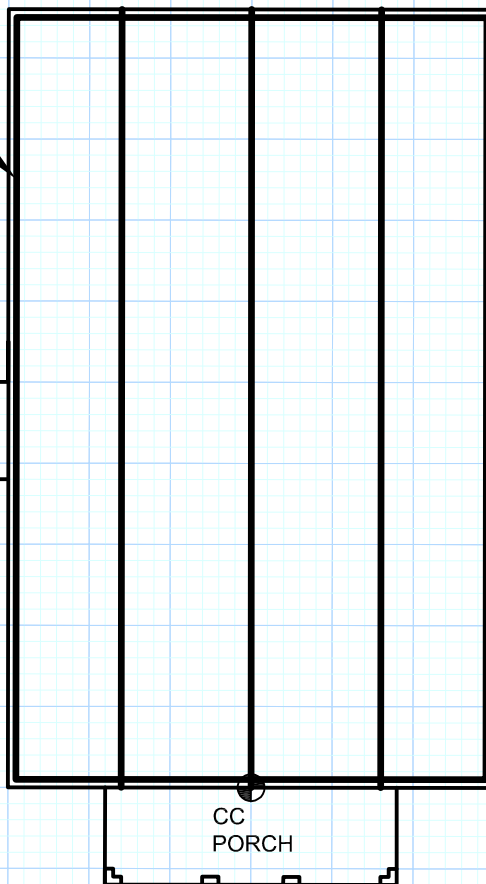
CE expressly DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and the client expressly disclaims that it has contracted for or received any warranty of fitness for a particular purpose with respect to this report. THE REPORT UNDER THIS AGREEMENT IS THE OPINION OF CE AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

CONSTRUCTION NOTE: IF INTERIOR PILING LOCATIONS ARE SHOWN ON THIS MAP THEY ARE APPROXIMATED AND ARE LOCATED WITHOUT KNOWLEDGE OF THE LOCATIONS OF THE INTERIOR GRADE BEAMS. THE CONTRACTOR SHALL MAKE FIELD JUDGEMENTS BASED OFF OF THEIR GRADE BEAM INVESTIGATIONS AND OBSERVED SLAB QUALITIES TO FIELD LOCATE THE FINAL INTERIOR PIER LOCATIONS. FINAL SCOPE CHANGES SHALL BE APPROVED BY THE ENGINEER OF RECORD.

PLEASE NOTE: IF EXISTING PILINGS ARE SHOWN ON THIS MAP, THEIR LOCATION WAS PROVIDED BY THE CLIENT AND IS APPROXIMATE. CE DOES NOT CERTIFY THEIR PERFORMANCE OR EXISTENCE. IF THE READER WOULD LIKE TO DETERMINE IF THEY ARE ACTUALLY PRESENT, THEY MUST CONTACT THE OWNER OR CONTRACTOR TO OBTAIN AN ENGINEERING CERTIFICATE FOR THEM.

ADD
SINGLE
2X6 TO
MAKE
TRIPLE

CC
PORCH



FRONT

- OBTAIN A FRAMING INSPECTION PRIOR TO ANY REPAIRS.
- INSTALL A FULL GUTTERING SYSTEM WITH DOWNSPOUT EXTENSIONS.
- REGRADE THE PERIMETER OF THE STRUCTURE TO PITCH WATER AWAY FROM THE FOUNDATION.
- USE FANS TO DRY THE CRAWLSPACE AREA AFTER THE PERIMETER IS REGRADED.
- INSTALL 300 LF OF BEAM.
- ADD A SINGLE 2X6 TO EXISTING 2(2X6) BEAMS TO MAKE TRIPLE.
- INSTALL 1,152 LF OF JOISTS AT 15" SPACING SO THEY RUN ON TOP OF BEAMS COHESIVELY FROM ONE END TO THE OTHER.
- INSTALL 156 LF OF RIM JOIST.
- RESET/RE-SHIM THE ENTIRE BLOCK AND BASE PORTION OF THE FOUNDATION WITH STEEL TO IMPROVE LEVELING.

LIMITED REPAIR PLAN

NOT TO SCALE - ALL LOCATIONS APPROXIMATE

PRE-LIFT ELEVATIONS BY CE () 0.0

POST-LIFT ELEVATIONS BY CE () (X.X)

LEGEND

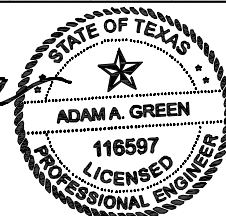
⊕ ELEVATION BASEPOINT
— PROPOSED BEAM
— EXISTING BEAM

■ PROPOSED PAD/BLOCK
■ EXISTING PAD/BLOCK
● PROPOSED PIER

✕ EXISTING PIER
⊙ PROPOSED BREAKOUT PIER
⊗ EXISTING BREAKOUT PIER

Adam Green

4.25.22



CROSSTOWN ENGINEERING
TBPE FIRM F-15944 - WWW.CROSSTOWNENGINEERING.COM
(469)-751-7694 - DALLAS METROPLEX

100 SOUTH COTTONBELT AVENUE, WYLIE, TX



































Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Validus Addition, establishing one industrial lot on 0.620 acres, located west of the intersection of Martinez Lane and Kristen Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Validus LLC

APPLICANT: Barton Chapa Surveying

The applicant has submitted a Preliminary Plat to create Lot 1, Block A of Validus Addition. The property is located on the west side of Martinez Lane at the intersection of Martinez Lane and Kristen Lane. The land is zoned Light Industrial (LI). The purpose of the Preliminary Plat is to create the lot and access easements for a two-building light industrial development.

The plat dedicates a 24' access easement with access from Martinez Lane. A 10' utility easement is also shown along the street frontage of the subject property.

The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

The City Council must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Government Code.

P&Z Recommendation

The Commission voted to recommend approval 5-0.



Wylie City Council

AGENDA REPORT

Department: City Engineer
Prepared By: Tim Porter

Account Code: 100-5411-54990

Subject

Consider, and act upon, Resolution No. 2022-19(R), authorizing the City Manager of the City of Wylie to execute, on behalf of the City Council of the City of Wylie, Texas, the interlocal cooperation agreement between the City of Wylie and the City of Murphy, Texas concerning the construction of McCreary Road at the intersection of FM 544 (TxDOT CSJ# 0619-03-0364).

Recommendation

Motion to approve Item as presented.

Discussion

Improvements to the intersections of FM 544 & McCreary Road and Hwy 78 & E Brown Street were selected to receive funding from the Texas Department of Transportation's (TxDOT) Highway Safety Improvement Program (HSIP), and on May 31, 2022, the City Council approved an Advanced Funding Agreement (AFA) with TxDOT that specifies the terms and conditions of the funding as well as the preliminary project cost.

Based on the location of the City of Murphy City limit boundary, Engineering staff determined that the City of Murphy has responsibility for half of the northern portion of the McCreary Road at FM 544 intersection improvements. Below is a breakdown of amount owed based on the current AFA, which includes both of the above intersections.

DESCRIPTION	TOTAL ESTIMATED COST*	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION (WYLIE)**		LOCAL PARTICIPATION (MURPHY)**	
		%	Cost	%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$ 98,000.00	0%	\$ -	0%	\$ -	72%	\$ 70,560.00	28%	\$ 27,440.00
Construction (by State) 0281-02-075 (Hwy 78 @ Brown)	\$ 515,561.00	90%	\$ 464,004.90	10%	\$ 51,556.10	0%	\$ -	0%	\$ -
Construction (by State) 0619-03-064 (Fm 544 @ McCreary)	\$ 689,048.00	90%	\$ 620,143.20	10%	\$ 68,904.80	0%	\$ -	0%	\$ -
Subtotal	\$ 1,302,609.00		\$ 1,084,148.10		\$ 120,460.90		\$ 70,560.00		\$ 27,440.00
Environmental Direct State Costs	\$ 14,063.81	0%	\$ -	0%	\$ -	72%	\$ 10,125.94	28%	\$ 3,937.87
Right of Way Direct State Costs	\$ 14,063.81	0%	\$ -	0%	\$ -	72%	\$ 10,125.94	28%	\$ 3,937.87
Engineering Direct State Costs	\$ 14,063.81	0%	\$ -	0%	\$ -	72%	\$ 10,125.94	28%	\$ 3,937.87
Utility Direct State Costs	\$ 14,063.81	0%	\$ -	0%	\$ -	72%	\$ 10,125.94	28%	\$ 3,937.87
Construction Direct State Costs (9.34%)	\$ 56,255.24	0%	\$ -	0%	\$ -	72%	\$ 40,503.77	28%	\$ 15,751.47
Subtotal	\$ 112,510.48		\$ -		\$ -		\$ 81,007.55		\$ 31,502.93
Indirect State Cost - 4.77%	\$ 62,134.45	0%	\$ -	100%	\$ 62,134.45	0%	\$ -	0%	\$ -
TOTAL	\$ 1,477,253.93		\$ 1,084,148.10		\$ 182,595.35		\$ 151,567.55		\$ 58,942.93

* Estimated Costs from TxDOT AFA Agreement doc.

** 50% of costs for FM 544 @ McCreary only, based on comparison of construction costs for both projects.

Hwy 78 @ Brown (43% of Total)

FM 544 @ McCreary (57% of Total)

The attached signed Interlocal Agreement, approved at their June 21, 2022 City Council meeting, obligates the City of Murphy to pay the City of Wylie 50% of Local Entity Costs of the McCreary Road at FM 544 intersection, upon TxDOT completion of the project. Staff recommends City Council approval of the attached agreement.

RESOLUTION NO. 2022-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS AND THE CITY OF MURPHY, TEXAS CONCERNING THE CONSTRUCTION OF MCCREARY ROAD AT THE INTERSECTION OF FM 544 (TXDOT PROJECT CSJ# 0619-03-0364).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Interlocal Cooperation Agreement between the City of Wylie and the City of Murphy, Texas concerning the construction of McCreary Road at the intersection of FM 544 (TXDOT CSJ# 0619-03-0364).

SECTION 2: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on the 12th day of July 2022.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

EXHIBIT “A”
Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WYLIE, TEXAS, AND THE CITY OF MURPHY, TEXAS,
CONCERNING THE CONSTRUCTION OF
MCCREARY ROAD AT THE INTERSECTION OF FM 544
(TxDOT PROJECT CSJ# 0619-03-0364)**

This **Interlocal Agreement** ("Agreement") is entered into to be effective on the date that the last approving Party executes the Agreement, under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **City of Wylie, Texas**, a Texas home-rule municipality, ("Wylie"), and the **City of Murphy, Texas**, a Texas home-rule municipality, ("Murphy"). Wylie and Murphy are sometimes referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, Wylie and Murphy desire to make various improvements to FM 544 at McCreary Road, as evidenced by their respective City Council's resolutions, attached for all purposes as Exhibit "A" and on map of Project location attached as Exhibit "B"; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as improving traffic signals, improving pedestrian signals and adding left turn lane.

WHEREAS, the portion of the Project work covered by this Agreement consisting of and identified herein as improving traffic signals, improving pedestrian signals and adding left turn lane at the intersection of FM 544 at McCreary Road (hereinafter "the Project"); and

WHEREAS, Wylie and Murphy have determined that the improvements related to the Project may be constructed most economically by entering into an agreement with the Texas Department of Transportation (TxDOT); and

WHEREAS, TxDOT, through its Highway Safety Improvement Program (HSIP) has identified this project as meeting the qualifications of its highway improvement program; and

WHEREAS, HSIP has determined that, following completion of the Project work, that Wylie has the requisite personnel to effectively and efficiently operate and maintain a signalized intersection, including its traffic signals and traffic signal system; and

WHEREAS, the Parties hereto have investigated and determined that it is in the best interest of each of their respective jurisdictions to enter into this Interlocal Agreement.

NOW, THEREFORE, this Agreement is made and entered into by Wylie and Murphy, upon and for the mutual consideration hereinafter stated, which Parties hereby agree and understand as follows:

Article 1

This Agreement incorporates the recitals for all purposes and is effective when fully executed by the Parties. The Agreement shall renew annually, subject to the availability of funding by the Parties. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties or terminated in accordance with Article 6, Termination.

Article 2 – Wylie’s Responsibilities

Wylie shall fulfill the following responsibilities, obligations and duties pursuant to this Agreement.

Wylie shall:

- (A) Take the lead-entity role with TxDOT, to coordinate design and construction to completion of the Project.
- (B) Enter into an Advanced Funding Agreement (AFA) or any other agreement with TxDOT to complete the project.
- (C) Finance up-front 100% of the Project’s “Local Entity Cost” directly with TxDOT as per the AFA.
- (D) Provide construction inspection services as required for the Project and allowed by TxDOT.
- (E) Provide Murphy with a Final Invoice of shared costs upon TxDOT acceptance of the final Project.

Article 3 – Murphy’s Responsibilities: General

Murphy shall fulfill the following responsibilities, obligations and duties pursuant to this Agreement.

Murphy shall:

- (A) Provide to Wylie 50% of final “Local Entity Cost,” as presented to and requested by TxDOT upon completion and acceptance of the Project.
- (B) Payment of final costs within thirty (30) days of receipt of a final invoice from the City of Wylie.
- (C) Allow access by City of Wylie staff, TxDOT staff and TxDOT’s contractor to construct and inspect that portion of the Project within Murphy’s right-of-way.
- (D) Assume maintenance responsibility of all improvements within Murphy right-of-way, following final acceptance of the Project.

Article 4 – Compensation

Neither Party shall receive compensation for any items set forth under this Agreement.

Article 5 – Independent Contractors; Liability

Wylie and Murphy are not agents, servants, or employees of the other Party and each Party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. Wylie and Murphy further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture or partnership with the other Party to this Agreement.

Article 6 – Termination

This Agreement may be terminated by mutual written agreement and consent of all Parties or by either Party upon thirty (30) days written notice for failure of the other Party to fulfill the terms and conditions of this Agreement.

Article 7 – Notices

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below:

City of Wylie
Attn: City Manager
300 Country Club Road
Wylie, Texas 75098

City of Murphy
Attn: City Manager
206 N. Murphy Road
Murphy, Texas 75094

Article 8 – Transfer of Responsibilities

Wylie shall not transfer its responsibilities for the work under this Agreement unless specifically approved in writing by Murphy.

Article 9 – Amendments

Changes in the character, costs, provisions, attached Exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all Parties.

Article 10 – Severability

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.

Article 11 – Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties respecting the within subject matter.

Article 12 – Current Revenues

Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

Article 13 – Signature Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party they represent.

Article 14 – Independent Parties; Immunity

The Parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

The Parties acknowledge and agree that, in executing and performing this Agreement, neither Party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to either Party against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Article 15 – Governing Law; Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

Article 16 – Recitals

The recitals to this Agreement are incorporated herein.

Article 17 – Exhibits

Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever referred is made to the same.

Article 18 – Headings

The headings to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement

IN WITNESS WHEREOF, the Parties have executed multiple counterparts to effectuate this Agreement. This Agreement becomes effective when it is last signed.

CITY OF WYLIE:

APPROVED BY THE CITY COUNCIL FOR THE CITY OF WYLIE, TEXAS, in its meeting held on the ____ day of _____, 2022, and executed by its authorized representative.

CITY OF WYLIE, TEXAS
a home-rule municipality

By: _____
Brent Parker, City Manager

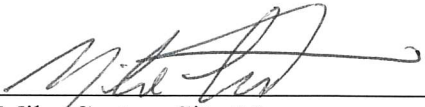
ATTEST:

Stephanie Storm, City Secretary

CITY OF MURPHY:

APPROVED BY THE CITY COUNCIL FOR THE CITY OF MURPHY, TEXAS in its meeting held on the 21st day of June, 2022, and executed by its authorized representative.

CITY OF MURPHY, TEXAS
a home-rule municipality

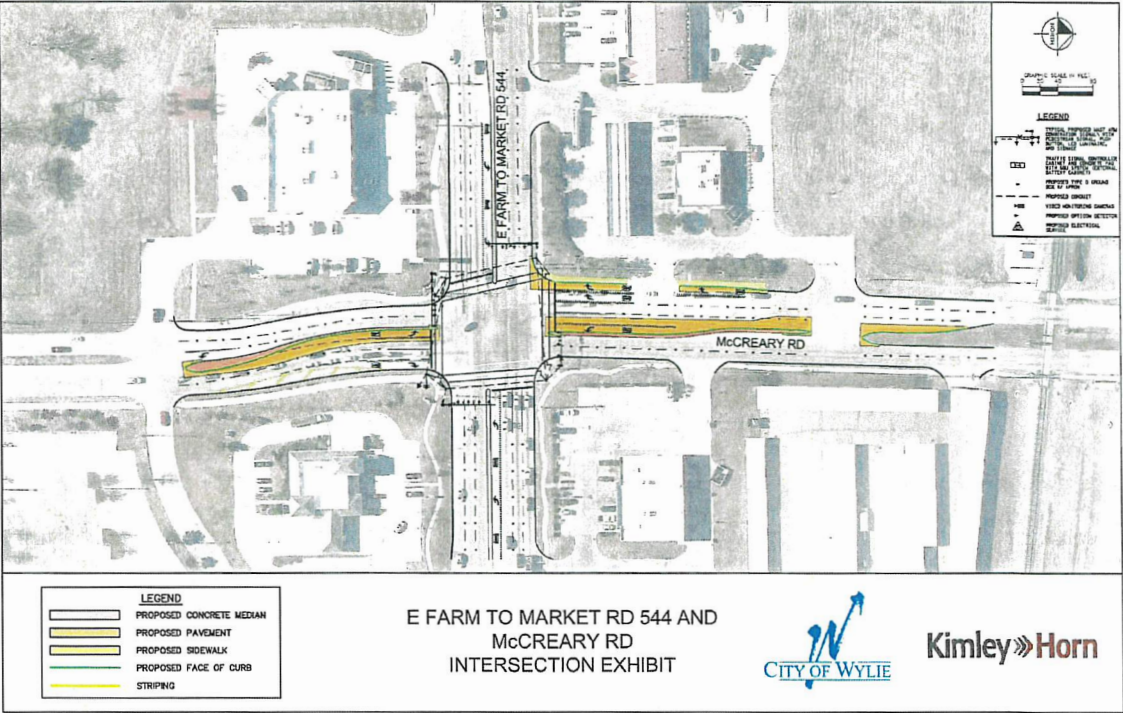
By: 
Mike Castro, City Manager

ATTEST:


Susie Quinn, City Secretary

EXHIBIT A
RESOLUTIONS OF THE CITY OF WYLIE AND THE CITY OF MURPHY

EXHIBIT B
MAP OF PROJECT LOCATION





Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Glenna Hayes

Account Code: 100-5231-54510

Subject

Consider, and act upon, the approval of repairs to Wylie Fire Rescue Quint #141 from Daco Fire Equipment Inc. in the estimated amount of \$92,776.15, and authorizing the City Manager to sign any and all necessary documents.

Recommendation

Motion to approve Item as presented.

Discussion

On June 2, 2022, Wylie Fire Rescue (Rosenbauer Quint #141) was responding to a call for service on Martin Drive. During the response, the aerial ladder struck a low-hanging tree causing significant damage to the aerial ladder (fly and mid sections). This unit is manufactured by Rosenbauer America, and was originally purchased from Daco Fire Equipment Inc.; the sole source sales partner for the north Texas territory, and Rosenbauer's authorized service center for parts and repairs.

Daco Fire has provided a quote in the estimated amount of \$92,776.15 to replace both the fly and mid sections, electrical cables, harnesses, components (including paint, slides and adjustments). The sections will be custom manufactured (estimated lead time is 12 weeks) and shipped to the Daco Fire Equipment for installation.

This item has been submitted to TML-IRP (insurance provider), and the vendor and staff are working with the adjuster. City Council approved a budget transfer at the June 28, 2022 Council meeting to fund the repairs. Staff recommends the approval of the necessary repairs in the estimated amount of \$92,776.15 with Daco Fire Equipment, Inc., the sole source provider for Rosenbauer America.



August 23, 2019

To Whom it may concern,

DACO Fire Equipment, Inc. is the only Rosenbauer distributor for the entire state of Texas. In addition, DACO Fire Equipment, Inc. is the sole source provider of Rosenbauer products, including but not limited to, any Rosenbauer pump, Rosenbauer EZ Foam system, Rosenbauer EXT heavy-duty extruded aluminum body construction, Rosenbauer LCS programmable engine governing systems, and ARFF units.

DACO Fire Equipment is also Rosenbauer's authorized service center and exclusive sole supplier for fire apparatus and ARFF parts for Texas.

Should you have any questions, please contact me at (605) 543-9796

Sincerely,

David Reichman, National Sales Manager
 Rosenbauer America
 PH: 605-543-9796
 M: 330-795-0099

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC
 100 THIRD STREET
 P.O. BOX 57
 LYONS, SOUTH DAKOTA 57041
 P: 605.543.5591

ROSENBAUER MINNESOTA, LLC
 5181 260TH STREET
 P.O. BOX 549
 WYOMING, MINNESOTA 55092
 P: 651.462.1000

ROSENBAUER MOTORS, LLC
 5190 260TH STREET
 P.O. BOX 549
 WYOMING, MINNESOTA 55092
 P: 651.462.1000

ROSENBAUER AERIALS, LLC
 870 SOUTH BROAD STREET
 FREMONT, NEBRASKA 68025
 P: 402.721.7622

Search For Vendors

🔍 Search found 1 vendors , 0 are HUBs ,Includes 0 Inactive Vendors

Search Condition : SearchType=CMBL Only,Section1 Class Code=936,Section2 Class Code=072,Location County=Collin

Vendor ID	Company Name ↑	Contact Person	Mailing Address	City	State	Zip	County	Country	Email	Phone	Website	HUB Eligibility	HUB Gender	Small Business	CMBL Status	HUB Status
14727240800	LW TRANSPORT LLC	Stephanie Cooksey	6710 VIRGINIA PKWY SUITE 215 PMB 55	MCKINNEY	TX	75071	COLLIN	USA	stephanie@lwtouyounovations.com	480-734-6513	http://www.lwtransport.com			Yes	Active	Inactive(X)



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2022-20(R) approving a Resolution of the Wylie Economic Development Corporation to obtain a loan in the principal amount of \$8,108,000.

Recommendation

Motion to approve Item as presented.

Discussion

WEDC staff began the process of evaluating options to borrow additional funds to finance the costs of construction for improvements to City infrastructure in order to promote economic development in the City of Wylie.

WEDC Resolution 2022-01(R) will be considered by the WEDC Board at 8:30 a.m. on July 12, 2022. This resolution authorizes the borrowing of funds for this purpose. Resolution 2022-20(R) of the City Council ratifies this WEDC action.

Loan Terms: 240 months at 4.8% interest rate with a 5-year call restriction. The target funding date is July 20, 2022.

RESOLUTION NO. 2022-20(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

WHEREAS, The Wylie Economic Development Corporation (the “*Corporation*”) has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “*Act*”) by the City of Wylie, Texas (the “*City*”); and

WHEREAS, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any “*project*” defined as such by the Act; and

WHEREAS, the Board of Directors of the Corporation has found and determined that (a) financing the costs of construction of improvements to City infrastructure including without limitation the City’s road system, water and wastewater systems and gas system (the “*Project*”) to promote economic development in the City is authorized under the Act and loan proceeds may be used for such financing pursuant to that certain Loan Agreement, dated as of July 20, 2022, (as amended, restated, supplemented and/or otherwise modified, the “*Loan Agreement*”) in the original principal amount of \$8,108,000.00 (the “*Loan*”) between the Corporation and Government Capital Corporation (the “*Lender*”); and

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of July 20, 2022, (as amended, restated, supplemented and/or otherwise modified, the “*Sales Tax Remittance Agreement*”) with the City; pursuant to, which among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan;

WHEREAS, the Act requires the City Council of the City approve the resolution of the Corporation providing for the execution and delivery of the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

Section 1. The Resolution approving the Loan Agreement and authorizing the issuance of the Series 2022 Note (as defined in the Loan Agreement) authorized by the Corporation (the “*Corporation Resolution*”) on July 12, 2022, and submitted to the City Council this day, is hereby approved in all respects. The Series 2022 Note is being issued to finance the cost of the Project and to pay the Costs of Issuance (as defined in the Loan Agreement).

Section 2. The approvals herein given are in accordance with the Act, and the Series 2022 Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the “State”), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 3. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Series 2022 Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 4. The Sales Tax Remittance Agreement attached hereto as Exhibit A is incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Series 2022 Note is outstanding, is hereby reapproved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this 12th day of July, 2022.

CITY OF WYLIE, TEXAS

By: _____
Matthew Porter, Mayor

ATTEST:

By: _____
Stephanie Storm, City Secretary

EXHIBIT A
Sales Tax Remittance Agreement

SALES TAX REMITTANCE AGREEMENT SERIES 2022 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”) is made to be effective as of July 20, 2022, by and between the **CITY OF WYLIE, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the “City”) and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Corporation”).

R E C I T A L S

WHEREAS, the Corporation on behalf of the City is to finance improvements to the City infrastructure including without limitation the City’s Road System, water and wastewater systems and gas lines, as permitted under the Act (the “Project”); and

WHEREAS, such financing contemplates the issuance of the Corporation’s promissory note in a principal amount of \$8,108,000.00 (the “Series 2022 Note”), and the proceeds are to be used by the Corporation to finance the costs of the Project and pay the costs of issuance of the Series 2022 Note.

A G R E E M E N T

1. **Financing**: For and in consideration of the City’s covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), with Government Capital Corporation (the “Lender”), and to execute the Series 2022 Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of financing the costs of the Project and to pay all costs related thereto.

2. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the “Sales Tax” received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. **Modifications**. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. **Entire Agreement**. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. **Applicable Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

Demond Dawkins, President

ATTEST:

Tim Gilchrist, Treasurer

CITY OF WYLIE, TEXAS

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

CLOSING DOCUMENTS INDEX
\$8,108,000.00 SERIES 2022 NOTE (TAX EXEMPT)

GOVERNMENT CAPITAL CORPORATION
("Lender")
and
WYLIE ECONOMIC DEVELOPMENT CORPORATION
("Corporation")

Dated as of July 20, 2022

<i>Document No.</i>	<i>Document Description</i>
1	Loan Agreement between Lender and Corporation Exhibit A – Form of Note
2	Series 2022 Note executed by Corporation and payable to Lender Schedule I – Payment Schedule
3	Sales Tax Remittance Agreement executed by the Corporation and the City of Wylie, Texas (the “City”)
4	General Certificate of Corporation
5	Resolution of Corporation
6	General Certificate of the City Exhibit A – Resolution/Order Calling Election, Notice of Election and Resolution/Order Canvassing Election Returns
7	Resolution of the City Exhibit A - Sales Tax Remittance Agreement
8	Tax Certificate
9	Form 8038-G

<i>Document No.</i>	<i><u>Document Description</u></i>
10	Parity Certificate
11	Opinion of Counsel
12	Articles of Incorporation of Corporation
13	Certificate of Good Standing for the Corporation from Texas Comptroller
14	Certificate of Fact for the Corporation from Texas Secretary of State

LOAN AGREEMENT

between

GOVERNMENT CAPITAL CORPORATION

and

WYLIE ECONOMIC DEVELOPMENT CORPORATION

\$8,108,000.00

Dated as of July 20, 2022

LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”), dated as of July 20, 2022, is between **GOVERNMENT CAPITAL CORPORATION** (the “Lender”), and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (the “Corporation”), a nonprofit economic development corporation duly established and created pursuant to Chapters 501, 502 and 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (collectively, the “Act”), created by or on behalf of the City of Wylie, Texas (the “City”).

WITNESSETH:

WHEREAS, the City has established, levied, is maintaining and collecting on behalf of the Corporation the Economic Development Sales and Use Tax pursuant to the Act;

WHEREAS, the Corporation has asked the Lender to make a loan to the Corporation for the purpose of (i) financing the construction of improvements to City infrastructure including without limitation the City’s road system, water and wastewater systems and gas system, as permitted under the Act (the “Project”); and (ii) paying costs of issuing the loan, such loan to be secured by and payable from the proceeds of the Economic Development Sales and Use Tax;

WHEREAS, completing the Project is important to the economic growth and development of the City and will benefit the City’s residents by aiding the City’s efforts to encourage economic growth and development, stimulate commerce, promote or develop new or expanded business enterprises, enhance the health, safety, and welfare of the City’s residents and promote long-term debt service savings;

WHEREAS, the Lender is willing to make such loan to the Corporation, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Corporation agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Additional Parity Debt - means: additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the

Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Existing Indebtedness and the Series 2022 Note.

Additional Subordinate Debt - means: Additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the Pledged Revenues that are junior or subordinate to the lien on the Pledged Revenues securing the payment of the Series 2022 Note.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

City - has the meaning ascribed to such term in the first paragraph hereof.

Closing Date - The date that the Series 2022 Note is delivered to the Lender.

Code - The Internal Revenue Code of 1986, as amended, and all applicable regulations and any official rulings and determinations under the above.

Corporation - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Corporation with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Debt Service Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Debt Service Requirement - The amount necessary to pay the principal of and interest due and owing on the Series 2022 Note during each respective fiscal year of the Corporation.

Economic Development Sales and Use Tax - The ½ of 1% sales and use tax authorized to be levied by the City on behalf of the Corporation for the promotion of economic development pursuant to the Act and elections duly held.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

(a) the failure of the Corporation to make any of the Series 2022 Note Payments when due if such failure is not cured within fifteen (15) days after Lender sends the Corporation written notice specifying such failure;

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Corporation acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Corporation by the Lender;

(c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Corporation;

(d) the violation of any representation or warranty made by the Corporation under Section 5.2 hereof; or

(e) the failure of the Corporation to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Existing Parity Indebtedness - means any note, bond or other debt obligations of the Corporation outstanding as of the Closing Date and payable from and secured in whole or in part by liens on the Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Series 2022 Note.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Series 2022 Note.

Lender - Government Capital Corporation, together with its successors and assigns.

Loan - The loan from the Lender to the Corporation made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Series 2022 Note, the Sales Tax Remittance Agreement, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the “*applicable interest rate ceiling*” as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Series 2022 Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

Series 2022 Note Payments - The payments required by Section 2.3 to be made by the Corporation in payment of the principal of and interest on the Series 2022 Note.

Pledged Revenues - 100% of the funds collected by the City from the levy of the Economic Development Sales and Use Tax, without deduction, offset or credit for any administrative charges or expenses incurred by the City or the Corporation in connection with the levy and collection of the Economic Development Sales and Use Tax, other than any amounts due and owing to the Comptroller of Public Accounts of the State for collection costs and other charges.

Principal Amount - \$8,108,000.00.

Project: - shall have the meaning set forth in the preamble of this Agreement.

Resolution - The resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Series 2022 Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Series 2022 Note, and any amendments or supplements thereto.

Sales Tax Remittance Agreement - The Sales Tax Remittance Agreement dated as of even date herewith by and between the Corporation and the City, as same may be amended, restated, supplemented and/or otherwise modified.

State - The State of Texas.

Section 1.2 Interpretative Matters Whenever the context requires:

- (i) references in this Agreement of the singular number shall include the plural and vice versa; and
- (ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 Financing the Loan Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Series 2022 Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Corporation an amount equal to the Principal Amount for the exclusive purpose of financing the costs of the Project and the paying Costs of Issuance.

Section 2.2 Conditions to Closing The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

- (a) The representations of the Corporation herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;
- (b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

- (i) This Agreement executed by an authorized officer of the Corporation;
- (ii) The Series 2022 Note executed by an authorized officer of the Corporation;
- (iii) A certificate, dated the Closing Date, executed by an authorized officer of the Corporation, to the effect that (A) the representations and warranties of the Corporation contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Corporation is not in default with respect to any of its outstanding obligations; and (D) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Series 2022 Note or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Corporation;
- (iv) Certified copies of resolutions of the City and the Corporation authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority;
- (v) True copies of all organizational documents of the Corporation, including all amendments, restatements or supplements thereto;
- (vi) An opinion of counsel to the Corporation which shall specifically provide that (1) the Corporation is a validly existing non-profit corporation created by the City of Wylie pursuant to Chapter 504 of the Act and (2) the Corporation is duly authorized and empowered to execute, deliver and perform the Loan Documents.

Section 2.3 Repayment Terms The Corporation agrees to execute and deliver the Series 2022 Note to the Lender upon the advance of the Principal Amount by the Lender to the Corporation pursuant to Section 2.1.

(b) The Series 2022 Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable in installments on the dates and in the amounts specified in the Series 2022 Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Series 2022 Note.

Section 2.4 Series 2022 Note Payments All Series 2022 Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Corporation pursuant to Section 8.2.

Section 2.5 Series 2022 Note Payments Due on Business Days If the regularly scheduled due date for a Series 2022 Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 Prepayment of Series 2022 Note (a) Voluntary Prepayment. The Corporation may at its option prepay the principal amount of the Series 2022 Note outstanding hereunder, in whole, or in part, on any payment date on or after August 20, 2027. If prepaid in whole, the prepayment price shall be an amount equal to the Early Redemption Value set forth in the Series 2022 Note. The Corporation may, at any time, prepay in part the principal amount of the Series 2022 Note outstanding hereunder so long as such prepaid principal amount is fifty thousand and 00/100 dollars (\$50,000) or greater on any payment date. In the event of a prepayment hereunder, such amount prepaid shall be deducted from the principal amount due under the Series 2022 Note. In the event the Corporation desires to prepay the Series 2022 Note in full as set forth in this Section 2.6 and the Corporation has made one or more partial prepayments of principal prior to such time, the Corporation shall advise the Lender of its desire to prepay the Series 2022 Note in full at least thirty (30) days prior to the payment date and Lender shall notify the Corporation of the Early Redemption Value which shall be due to prepay the Series 2022 Note in full.

Section 2.7 Limited Obligation The obligations of the Corporation hereunder are special limited obligations thereof and neither the Series 2022 Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the Economic Development Sales and Use Tax imposed by Chapter 504 of the Act and pledged hereunder.

Section 2.8 Segregation of Economic Development Sales and Use Tax The Corporation shall or shall cause the City to maintain a separate fund into which shall be deposited the Economic Development Sales and Use Tax and the Corporation shall or shall cause the City to segregate such taxes collected from the general fund of the City.

ARTICLE III

ADDITIONAL DEBT

Section 3.1 Additional Parity Debt

(a) For so long as the Corporation is obligated hereunder and under the Series 2022 Note, the Corporation shall have the right to issue Additional Parity Debt when issued in

compliance with the law and terms and conditions hereinafter appearing, the lien or pledge securing such Additional Indebtedness shall occupy a position of parity and equal dignity with the lien or pledge securing the Notes, so long as prior to doing the same:

(i) the Corporation furnishes to the Lender a signed statement, supported by its audit or other financial presentation acceptable to the Lender, that the Corporation's net revenues for the previous 24 months, prior to incurring such additional debt, are at least 1.15 times the annual debt service payments due on (i) the Series 2022 Note, (ii) any other then outstanding Existing Parity Indebtedness of the Corporation, and (iii) the proposed new debt yet to be incurred. Such statement shall be furnished to the Lender at least 14 days prior to the time any additional debt is incurred;

(ii) Net revenues shall mean the gross revenues of the Corporation, less its operating expenses, as determined by GAAP. Depreciation or amortization costs shall not be counted as operating expenses.

Section 3.2 Additional Subordinate Debt

(a) The Corporation may issue or incur Additional Subordinate Debt without restriction.

ARTICLE IV

SPECIAL AGREEMENTS

Section 4.1 Obligations of Corporation Unconditional The obligation of the Corporation to make the payments required by Section 2.3 shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Corporation may have or assert against the Lender or any other person.

(b) Until such time as the Series 2022 Note is fully paid the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any Series 2022 Note Payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Series 2022 Note will not terminate this Agreement for any cause.

Section 4.2 Agreement as Security Agreement An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The lien, pledge, and security interest of the Lender created in this Agreement shall become effective immediately upon the Closing Date, and the same shall be continuously effective for so long as the Series 2022 Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) The provisions of this section are prescribed pursuant to the Bond Procedures Act of 1981 (Chapter 1204, Government Code), as amended, and other applicable laws of the State. If any other applicable law, in the opinion of counsel to the Corporation or in the opinion, reasonably exercised, of counsel to the Lender, requires any filing or other action additional to the filing pursuant to this section in order to preserve the priority of the lien, pledge, and security interest of the Lender created by this Agreement, the Corporation shall diligently make such filing or take such other action to the extent required by law to accomplish such result.

Section 4.3 Pledge and Source of Payment The Corporation hereby covenants that all Pledged Revenues shall be deposited and paid into the Debt Service Fund established in Section 4.4 hereof, and shall be applied in the manner set out herein, to provide for the payment of principal and interest on the Series 2022 Note and, to the extent permitted, any Existing Parity Indebtedness and Additional Debt and all expenses of paying the same. The obligations of the Corporation under the Series 2022 Note and any Existing Parity Indebtedness and Additional Debt shall be special limited obligations of the Corporation payable solely from, and secured by a first lien on, the Pledged Revenues, and collected and received by the Corporation, which Pledged Revenues shall, in the manner herein provided, be set aside and pledged to the payment of the Series 2022 Note and any Existing Parity Indebtedness and Additional Debt in the Debt Service Fund. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment from sales tax revenues in excess of those collected from the Economic Development Sales and Use Tax.

Section 4.4 Debt Service Fund. The Debt Service Fund (the “*Debt Service Fund*”) is hereby created, and the Debt Service Fund shall be maintained and accounted for as hereinafter provided, so long as the Series 2022 Note remains outstanding. For purposes of this Section 4.4 and this Agreement, the Corporation’s existing general fund may serve as the Debt Service Fund, unless the Corporation elects to establish a separate Debt Service Fund.

Section 4.5 Flow of Funds All Pledged Revenues shall be deposited as collected into the Debt Service Fund. For purposes of this Section 4.5 and this Agreement, the Lender and the Corporation agree that the Corporation’s general fund may be the Debt Service Fund unless the Corporation elects to establish a separate Debt Service Fund. Money from time to time on deposit to the credit of the Debt Service Fund shall be applied as follows in the following order and priority:

(a) First, to pay principal of and interest on the Series 2022 Note and other obligations secured by the Pledged Revenues; and

- (b) Second, to be used by the Corporation for any lawful purpose.

After making any transfers required into any other funds created or any subordinate lien obligations, any money remaining in the Debt Service Fund shall be considered surplus, and may be used by the Corporation for any lawful purpose.

Section 4.6 Investment of Funds; Transfer of Investment Income Money in the Debt Service Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit of commercial banks secured in the manner required by law for public funds and insured by the Federal Deposit Insurance Corporation to the maximum extent permitted by law, or be invested in direct obligations of, or obligations fully guaranteed by, the United States of America, or in any other investments authorized by the laws of the State; provided that all such deposits or investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Any obligation in which money is so invested shall be kept and held in the official depository bank of the Corporation at which the fund is maintained from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Series 2022 Note or any Additional Debt.

All interest and income derived from such deposits and investments shall be transferred or credited as received to the general fund, and shall constitute Pledged Revenues.

Section 4.7 Security for Uninvested Funds All uninvested money on deposit in, or credited to, the Debt Service Fund shall be secured by the pledge of security as provided by the laws of the State.

Section 4.8 Financial Statements and Reports For so long as any amounts remain outstanding under the Series 2022 Note, the Corporation will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Corporation as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Corporation, or if not separately prepared, then of the City, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate Series 2022 Notes and attachments to the financial statements.

Section 4.9 Notice of Contingent Liabilities Within thirty (30) days after the Corporation knows or has reason to know of the occurrence thereof, the Corporation shall give the Lender written notice of any actual or potential contingent liability in excess of \$50,000.00.

Section 4.10 Inspection Rights At any reasonable time and from time to time, the Corporation will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 4.11 Keeping Books and Records The Corporation will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Lender The Lender represents and warrants to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

Section 5.2 Representations by the Corporation The Corporation represents, warrants and covenants to the Lender as follows:

(a) The Corporation is a nonprofit economic development corporation, within the meaning of Chapter 504 (formerly Section 4A) of the Act, has all of the rights, powers, privileges, authority and functions given by the general laws of the State to nonprofit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, except as otherwise provided in Section 501.054(a) of the Act (formerly Section 23(a) of the Act), and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Corporation is duly organized, validly existing, and in good standing under the laws of the State. The Corporation has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Corporation which is required for the execution, delivery, performance and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) The Corporation has duly approved the borrowing of funds from the Lender and has received the approval of the City therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Series 2022 Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Corporation, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Series 2022 Note or the collection of any Pledged Revenues to pay the Series 2022 Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution and delivery of this Agreement and the Series 2022 Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Series 2022 Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Series 2022 Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Corporation's books and records properly reflect the financial condition of the Corporation and, to the best of the Corporation's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Corporation since the effective date of the Corporation's most recent financial statements.

Section 5.3 Tax Matters

(a) The Corporation covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on which is not includable in “gross income” for federal income tax purposes. In furtherance thereof, the Corporation specifically covenants as follows:

(i) To refrain from taking any action which would result in the Series 2022 Note being treated as “private activity bonds” within the meaning of Section 141(a) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Series 2022 Note or the projects financed therewith are used for any “private business use,” as defined in Section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the Corporation with respect to such private business use, do not under the terms of this Agreement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Series 2022 Note, in contravention of Section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the “private business use” described in paragraph (ii) hereof exceeds 5% of the proceeds of the Series 2022 Note or the projects financed therewith, then the amount in excess of 5% is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than 5% of the proceeds of the Series 2022 Note is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Series 2022 Note being “federally guaranteed” within the meaning of Section 149(b) of the Code;

(vi) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Series 2022 Note, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Note;

(vii) To otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Series 2022 Note, as may be necessary, so that the Note does not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the issue date of the Note an amount that is at least equal to 90% of the “Excess Earnings,” within the meaning of Section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code; and

(ix) To maintain such records as will enable the Corporation to fulfill its responsibilities under this subsection and Section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Series 2022 Note.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Note, the Corporation will not be required to comply with any covenant contained herein to the extent that such noncompliance, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Note under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2022 Note, the Corporation agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code.

(b) Proper officers of the Corporation charged with the responsibility of issuing the Series 2022 Note are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Corporation, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2022 Note.

(c) Notwithstanding any other provision in this Agreement, to the extent necessary to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Series 2022 Note.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The Corporation covenants that the Corporation will regulate the use of the property financed, directly or indirectly, with the proceeds of the Series 2022 Note and will not sell, lease (other than to the Corporation’s contracted service provider), or otherwise dispose of such property unless (i) the Corporation takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code or (ii) the Corporation seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

(e) The representations above shall be deemed to be made on and as of the date hereof and as of the date of the Series 2022 Note.

ARTICLE VI

REMEDIES SECTION

Section 6.1 Remedies Available So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Series 2022 Note Payments is not available as a remedy under this Agreement.

Section 6.2 Application of Money Collected Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 6.3 Restoration of Rights If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

Section 6.4 Non-Exclusive Remedies No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 6.5 Delays No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 6.6 Limitation on Waivers If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VII

DISCHARGE BY PAYMENT

When the Series 2022 Note has been paid in full or when the Corporation has made payment to the Lender of the whole amount due or to become due under the Series 2022 Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Term of Agreement This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Series 2022 Note have been fully paid.

Section 8.2 Notices (a) All notices, certificates, or other communications required by or made pursuant to this Series 2022 Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Government Capital Corporation
345 Miron Drive
Southlake, TX 76092

(ii) if to the Corporation:

Wylie Economic Development Corporation
250 South Highway 78
Wylie, Texas 75098
Attention: Demond Dawkins, Board President

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 8.3 Binding Effect, Assignment (a) This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Series 2022 Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

Section 8.4 Expenses, Fees, Etc The Corporation hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 8.5 Severability If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 8.6 Counterparts This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 8.7 Applicable Law This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 8.8 Jurisdiction All actions or proceedings with respect to, and the performance of, the Series 2022 Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Collin County, Texas, and by execution and delivery of this Agreement, the Corporation and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 8.9 Notice of Final Agreement **THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

GOVERNMENT CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

**WYLIE ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Tim Gilchrist, Treasurer

EXHIBIT A**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER
AND IS NOT A REGISTERED OBLIGATION**

\$8,108,000.00

July 20, 2022

**WYLIE ECONOMIC DEVELOPMENT CORPORATION
SERIES 2022 NOTE**

WYLIE ECONOMIC DEVELOPMENT CORPORATION (the “*Corporation*”) for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092 the principal sum of EIGHT MILLION ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$8,108,000.00).

All capitalized terms which are used but not defined in this Series 2022 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon monthly beginning on August 20, 2022, and continuing on the 20th day of each month thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 4.80%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 360 day year and the actual number of days elapsed.

Principal of and interest on this Series 2022 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2022 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2022 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2022 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF WYLIE, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2022 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2022 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2022 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2022 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Series 2022 Note has been duly executed effective as of the date first written above.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Demond Dawkins, President

ATTEST:

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Tim Gilchrist, Treasurer

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	8/20/2022	\$52,617.47	\$32,432.00	\$20,185.47	N/A
2	9/20/2022	\$52,617.47	\$32,351.26	\$20,266.21	N/A
3	10/20/2022	\$52,617.47	\$32,270.19	\$20,347.28	N/A
4	11/20/2022	\$52,617.47	\$32,188.80	\$20,428.67	N/A
5	12/20/2022	\$52,617.47	\$32,107.09	\$20,510.38	N/A
6	1/20/2023	\$52,617.47	\$32,025.05	\$20,592.42	N/A
7	2/20/2023	\$52,617.47	\$31,942.68	\$20,674.79	N/A
8	3/20/2023	\$52,617.47	\$31,859.98	\$20,757.49	N/A
9	4/20/2023	\$52,617.47	\$31,776.95	\$20,840.52	N/A
10	5/20/2023	\$52,617.47	\$31,693.59	\$20,923.88	N/A
11	6/20/2023	\$52,617.47	\$31,609.89	\$21,007.58	N/A
12	7/20/2023	\$52,617.47	\$31,525.86	\$21,091.61	N/A
13	8/20/2023	\$52,617.47	\$31,441.49	\$21,175.98	N/A
14	9/20/2023	\$52,617.47	\$31,356.79	\$21,260.68	N/A
15	10/20/2023	\$52,617.47	\$31,271.75	\$21,345.72	N/A
16	11/20/2023	\$52,617.47	\$31,186.37	\$21,431.10	N/A
17	12/20/2023	\$52,617.47	\$31,100.64	\$21,516.83	N/A
18	1/20/2024	\$52,617.47	\$31,014.57	\$21,602.90	N/A
19	2/20/2024	\$52,617.47	\$30,928.16	\$21,689.31	N/A
20	3/20/2024	\$52,617.47	\$30,841.40	\$21,776.07	N/A
21	4/20/2024	\$52,617.47	\$30,754.30	\$21,863.17	N/A
22	5/20/2024	\$52,617.47	\$30,666.85	\$21,950.62	N/A
23	6/20/2024	\$52,617.47	\$30,579.05	\$22,038.42	N/A
24	7/20/2024	\$52,617.47	\$30,490.89	\$22,126.58	N/A
25	8/20/2024	\$52,617.47	\$30,402.39	\$22,215.08	N/A
26	9/20/2024	\$52,617.47	\$30,313.52	\$22,303.95	N/A
27	10/20/2024	\$52,617.47	\$30,224.31	\$22,393.16	N/A
28	11/20/2024	\$52,617.47	\$30,134.74	\$22,482.73	N/A
29	12/20/2024	\$52,617.47	\$30,044.81	\$22,572.66	N/A
30	1/20/2025	\$52,617.47	\$29,954.51	\$22,662.96	N/A
31	2/20/2025	\$52,617.47	\$29,863.86	\$22,753.61	N/A
32	3/20/2025	\$52,617.47	\$29,772.85	\$22,844.62	N/A
33	4/20/2025	\$52,617.47	\$29,681.47	\$22,936.00	N/A
34	5/20/2025	\$52,617.47	\$29,589.73	\$23,027.74	N/A
35	6/20/2025	\$52,617.47	\$29,497.62	\$23,119.85	N/A
36	7/20/2025	\$52,617.47	\$29,405.14	\$23,212.33	N/A
37	8/20/2025	\$52,617.47	\$29,312.29	\$23,305.18	N/A
38	9/20/2025	\$52,617.47	\$29,219.07	\$23,398.40	N/A
39	10/20/2025	\$52,617.47	\$29,125.47	\$23,492.00	N/A
40	11/20/2025	\$52,617.47	\$29,031.50	\$23,585.97	N/A
41	12/20/2025	\$52,617.47	\$28,937.16	\$23,680.31	N/A
42	1/20/2026	\$52,617.47	\$28,842.44	\$23,775.03	N/A
43	2/20/2026	\$52,617.47	\$28,747.34	\$23,870.13	N/A
44	3/20/2026	\$52,617.47	\$28,651.86	\$23,965.61	N/A

45	4/20/2026	\$52,617.47	\$28,556.00	\$24,061.47	N/A
46	5/20/2026	\$52,617.47	\$28,459.75	\$24,157.72	N/A
47	6/20/2026	\$52,617.47	\$28,363.12	\$24,254.35	N/A
48	7/20/2026	\$52,617.47	\$28,266.10	\$24,351.37	N/A
49	8/20/2026	\$52,617.47	\$28,168.70	\$24,448.77	N/A
50	9/20/2026	\$52,617.47	\$28,070.90	\$24,546.57	N/A
51	10/20/2026	\$52,617.47	\$27,972.72	\$24,644.75	N/A
52	11/20/2026	\$52,617.47	\$27,874.14	\$24,743.33	N/A
53	12/20/2026	\$52,617.47	\$27,775.16	\$24,842.31	N/A
54	1/20/2027	\$52,617.47	\$27,675.79	\$24,941.68	N/A
55	2/20/2027	\$52,617.47	\$27,576.03	\$25,041.44	N/A
56	3/20/2027	\$52,617.47	\$27,475.86	\$25,141.61	N/A
57	4/20/2027	\$52,617.47	\$27,375.29	\$25,242.18	N/A
58	5/20/2027	\$52,617.47	\$27,274.33	\$25,343.14	N/A
59	6/20/2027	\$52,617.47	\$27,172.95	\$25,444.52	N/A
60	7/20/2027	\$52,617.47	\$27,071.18	\$25,546.29	N/A
61	8/20/2027	\$52,617.47	\$26,968.99	\$25,648.48	\$6,716,599.02
62	9/20/2027	\$52,617.47	\$26,866.40	\$25,751.07	\$6,690,847.95
63	10/20/2027	\$52,617.47	\$26,763.39	\$25,854.08	\$6,664,993.87
64	11/20/2027	\$52,617.47	\$26,659.98	\$25,957.49	\$6,639,036.38
65	12/20/2027	\$52,617.47	\$26,556.15	\$26,061.32	\$6,612,975.06
66	1/20/2028	\$52,617.47	\$26,451.90	\$26,165.57	\$6,586,809.49
67	2/20/2028	\$52,617.47	\$26,347.24	\$26,270.23	\$6,560,539.26
68	3/20/2028	\$52,617.47	\$26,242.16	\$26,375.31	\$6,534,163.95
69	4/20/2028	\$52,617.47	\$26,136.66	\$26,480.81	\$6,507,683.14
70	5/20/2028	\$52,617.47	\$26,030.73	\$26,586.74	\$6,481,096.40
71	6/20/2028	\$52,617.47	\$25,924.39	\$26,693.08	\$6,454,403.32
72	7/20/2028	\$52,617.47	\$25,817.61	\$26,799.86	\$6,427,603.46
73	8/20/2028	\$52,617.47	\$25,710.41	\$26,907.06	\$6,400,696.40
74	9/20/2028	\$52,617.47	\$25,602.79	\$27,014.68	\$6,373,681.72
75	10/20/2028	\$52,617.47	\$25,494.73	\$27,122.74	\$6,346,558.98
76	11/20/2028	\$52,617.47	\$25,386.24	\$27,231.23	\$6,319,327.75
77	12/20/2028	\$52,617.47	\$25,277.31	\$27,340.16	\$6,291,987.59
78	1/20/2029	\$52,617.47	\$25,167.95	\$27,449.52	\$6,264,538.07
79	2/20/2029	\$52,617.47	\$25,058.15	\$27,559.32	\$6,236,978.75
80	3/20/2029	\$52,617.47	\$24,947.92	\$27,669.55	\$6,209,309.20
81	4/20/2029	\$52,617.47	\$24,837.24	\$27,780.23	\$6,181,528.97
82	5/20/2029	\$52,617.47	\$24,726.12	\$27,891.35	\$6,153,637.62
83	6/20/2029	\$52,617.47	\$24,614.55	\$28,002.92	\$6,125,634.70
84	7/20/2029	\$52,617.47	\$24,502.54	\$28,114.93	\$6,097,519.77
85	8/20/2029	\$52,617.47	\$24,390.08	\$28,227.39	\$6,069,292.38
86	9/20/2029	\$52,617.47	\$24,277.17	\$28,340.30	\$6,040,952.08
87	10/20/2029	\$52,617.47	\$24,163.81	\$28,453.66	\$6,012,498.42
88	11/20/2029	\$52,617.47	\$24,049.99	\$28,567.48	\$5,983,930.94
89	12/20/2029	\$52,617.47	\$23,935.72	\$28,681.75	\$5,955,249.19
90	1/20/2030	\$52,617.47	\$23,821.00	\$28,796.47	\$5,926,452.72
91	2/20/2030	\$52,617.47	\$23,705.81	\$28,911.66	\$5,897,541.06
92	3/20/2030	\$52,617.47	\$23,590.16	\$29,027.31	\$5,868,513.75
93	4/20/2030	\$52,617.47	\$23,474.06	\$29,143.41	\$5,839,370.34
94	5/20/2030	\$52,617.47	\$23,357.48	\$29,259.99	\$5,810,110.35

95	6/20/2030	\$52,617.47	\$23,240.44	\$29,377.03	\$5,780,733.32
96	7/20/2030	\$52,617.47	\$23,122.93	\$29,494.54	\$5,751,238.78
97	8/20/2030	\$52,617.47	\$23,004.96	\$29,612.51	\$5,721,626.27
98	9/20/2030	\$52,617.47	\$22,886.51	\$29,730.96	\$5,691,895.31
99	10/20/2030	\$52,617.47	\$22,767.58	\$29,849.89	\$5,662,045.42
100	11/20/2030	\$52,617.47	\$22,648.18	\$29,969.29	\$5,632,076.13
101	12/20/2030	\$52,617.47	\$22,528.30	\$30,089.17	\$5,601,986.96
102	1/20/2031	\$52,617.47	\$22,407.95	\$30,209.52	\$5,571,777.44
103	2/20/2031	\$52,617.47	\$22,287.11	\$30,330.36	\$5,541,447.08
104	3/20/2031	\$52,617.47	\$22,165.79	\$30,451.68	\$5,510,995.40
105	4/20/2031	\$52,617.47	\$22,043.98	\$30,573.49	\$5,480,421.91
106	5/20/2031	\$52,617.47	\$21,921.69	\$30,695.78	\$5,449,726.13
107	6/20/2031	\$52,617.47	\$21,798.90	\$30,818.57	\$5,418,907.56
108	7/20/2031	\$52,617.47	\$21,675.63	\$30,941.84	\$5,387,965.72
109	8/20/2031	\$52,617.47	\$21,551.86	\$31,065.61	\$5,356,900.11
110	9/20/2031	\$52,617.47	\$21,427.60	\$31,189.87	\$5,325,710.24
111	10/20/2031	\$52,617.47	\$21,302.84	\$31,314.63	\$5,294,395.61
112	11/20/2031	\$52,617.47	\$21,177.58	\$31,439.89	\$5,262,955.72
113	12/20/2031	\$52,617.47	\$21,051.82	\$31,565.65	\$5,231,390.07
114	1/20/2032	\$52,617.47	\$20,925.56	\$31,691.91	\$5,199,698.16
115	2/20/2032	\$52,617.47	\$20,798.79	\$31,818.68	\$5,167,879.48
116	3/20/2032	\$52,617.47	\$20,671.52	\$31,945.95	\$5,135,933.53
117	4/20/2032	\$52,617.47	\$20,543.73	\$32,073.74	\$5,103,859.79
118	5/20/2032	\$52,617.47	\$20,415.44	\$32,202.03	\$5,071,657.76
119	6/20/2032	\$52,617.47	\$20,286.63	\$32,330.84	\$5,039,326.92
120	7/20/2032	\$52,617.47	\$20,157.31	\$32,460.16	\$5,006,866.76
121	8/20/2032	\$52,617.47	\$20,027.47	\$32,590.00	\$4,974,276.76
122	9/20/2032	\$52,617.47	\$19,897.11	\$32,720.36	\$4,941,556.40
123	10/20/2032	\$52,617.47	\$19,766.23	\$32,851.24	\$4,908,705.16
124	11/20/2032	\$52,617.47	\$19,634.82	\$32,982.65	\$4,875,722.51
125	12/20/2032	\$52,617.47	\$19,502.89	\$33,114.58	\$4,842,607.93
126	1/20/2033	\$52,617.47	\$19,370.43	\$33,247.04	\$4,809,360.89
127	2/20/2033	\$52,617.47	\$19,237.44	\$33,380.03	\$4,775,980.86
128	3/20/2033	\$52,617.47	\$19,103.92	\$33,513.55	\$4,742,467.31
129	4/20/2033	\$52,617.47	\$18,969.87	\$33,647.60	\$4,708,819.71
130	5/20/2033	\$52,617.47	\$18,835.28	\$33,782.19	\$4,675,037.52
131	6/20/2033	\$52,617.47	\$18,700.15	\$33,917.32	\$4,641,120.20
132	7/20/2033	\$52,617.47	\$18,564.48	\$34,052.99	\$4,607,067.21
133	8/20/2033	\$52,617.47	\$18,428.27	\$34,189.20	\$4,572,878.01
134	9/20/2033	\$52,617.47	\$18,291.51	\$34,325.96	\$4,538,552.05
135	10/20/2033	\$52,617.47	\$18,154.21	\$34,463.26	\$4,504,088.79
136	11/20/2033	\$52,617.47	\$18,016.36	\$34,601.11	\$4,469,487.68
137	12/20/2033	\$52,617.47	\$17,877.95	\$34,739.52	\$4,434,748.16
138	1/20/2034	\$52,617.47	\$17,738.99	\$34,878.48	\$4,399,869.68
139	2/20/2034	\$52,617.47	\$17,599.48	\$35,017.99	\$4,364,851.69
140	3/20/2034	\$52,617.47	\$17,459.41	\$35,158.06	\$4,329,693.63
141	4/20/2034	\$52,617.47	\$17,318.77	\$35,298.70	\$4,294,394.93
142	5/20/2034	\$52,617.47	\$17,177.58	\$35,439.89	\$4,258,955.04
143	6/20/2034	\$52,617.47	\$17,035.82	\$35,581.65	\$4,223,373.39
144	7/20/2034	\$52,617.47	\$16,893.49	\$35,723.98	\$4,187,649.41

145	8/20/2034	\$52,617.47	\$16,750.60	\$35,866.87	\$4,151,782.54
146	9/20/2034	\$52,617.47	\$16,607.13	\$36,010.34	\$4,115,772.20
147	10/20/2034	\$52,617.47	\$16,463.09	\$36,154.38	\$4,079,617.82
148	11/20/2034	\$52,617.47	\$16,318.47	\$36,299.00	\$4,043,318.82
149	12/20/2034	\$52,617.47	\$16,173.28	\$36,444.19	\$4,006,874.63
150	1/20/2035	\$52,617.47	\$16,027.50	\$36,589.97	\$3,970,284.66
151	2/20/2035	\$52,617.47	\$15,881.14	\$36,736.33	\$3,933,548.33
152	3/20/2035	\$52,617.47	\$15,734.19	\$36,883.28	\$3,896,665.05
153	4/20/2035	\$52,617.47	\$15,586.66	\$37,030.81	\$3,859,634.24
154	5/20/2035	\$52,617.47	\$15,438.54	\$37,178.93	\$3,822,455.31
155	6/20/2035	\$52,617.47	\$15,289.82	\$37,327.65	\$3,785,127.66
156	7/20/2035	\$52,617.47	\$15,140.51	\$37,476.96	\$3,747,650.70
157	8/20/2035	\$52,617.47	\$14,990.60	\$37,626.87	\$3,710,023.83
158	9/20/2035	\$52,617.47	\$14,840.10	\$37,777.37	\$3,672,246.46
159	10/20/2035	\$52,617.47	\$14,688.99	\$37,928.48	\$3,634,317.98
160	11/20/2035	\$52,617.47	\$14,537.27	\$38,080.20	\$3,596,237.78
161	12/20/2035	\$52,617.47	\$14,384.95	\$38,232.52	\$3,558,005.26
162	1/20/2036	\$52,617.47	\$14,232.02	\$38,385.45	\$3,519,619.81
163	2/20/2036	\$52,617.47	\$14,078.48	\$38,538.99	\$3,481,080.82
164	3/20/2036	\$52,617.47	\$13,924.32	\$38,693.15	\$3,442,387.67
165	4/20/2036	\$52,617.47	\$13,769.55	\$38,847.92	\$3,403,539.75
166	5/20/2036	\$52,617.47	\$13,614.16	\$39,003.31	\$3,364,536.44
167	6/20/2036	\$52,617.47	\$13,458.15	\$39,159.32	\$3,325,377.12
168	7/20/2036	\$52,617.47	\$13,301.51	\$39,315.96	\$3,286,061.16
169	8/20/2036	\$52,617.47	\$13,144.24	\$39,473.23	\$3,246,587.93
170	9/20/2036	\$52,617.47	\$12,986.35	\$39,631.12	\$3,206,956.81
171	10/20/2036	\$52,617.47	\$12,827.83	\$39,789.64	\$3,167,167.17
172	11/20/2036	\$52,617.47	\$12,668.67	\$39,948.80	\$3,127,218.37
173	12/20/2036	\$52,617.47	\$12,508.87	\$40,108.60	\$3,087,109.77
174	1/20/2037	\$52,617.47	\$12,348.44	\$40,269.03	\$3,046,840.74
175	2/20/2037	\$52,617.47	\$12,187.36	\$40,430.11	\$3,006,410.63
176	3/20/2037	\$52,617.47	\$12,025.64	\$40,591.83	\$2,965,818.80
177	4/20/2037	\$52,617.47	\$11,863.28	\$40,754.19	\$2,925,064.61
178	5/20/2037	\$52,617.47	\$11,700.26	\$40,917.21	\$2,884,147.40
179	6/20/2037	\$52,617.47	\$11,536.59	\$41,080.88	\$2,843,066.52
180	7/20/2037	\$52,617.47	\$11,372.27	\$41,245.20	\$2,801,821.32
181	8/20/2037	\$52,617.47	\$11,207.29	\$41,410.18	\$2,760,411.14
182	9/20/2037	\$52,617.47	\$11,041.64	\$41,575.83	\$2,718,835.31
183	10/20/2037	\$52,617.47	\$10,875.34	\$41,742.13	\$2,677,093.18
184	11/20/2037	\$52,617.47	\$10,708.37	\$41,909.10	\$2,635,184.08
185	12/20/2037	\$52,617.47	\$10,540.74	\$42,076.73	\$2,593,107.35
186	1/20/2038	\$52,617.47	\$10,372.43	\$42,245.04	\$2,550,862.31
187	2/20/2038	\$52,617.47	\$10,203.45	\$42,414.02	\$2,508,448.29
188	3/20/2038	\$52,617.47	\$10,033.79	\$42,583.68	\$2,465,864.61
189	4/20/2038	\$52,617.47	\$9,863.46	\$42,754.01	\$2,423,110.60
190	5/20/2038	\$52,617.47	\$9,692.44	\$42,925.03	\$2,380,185.57
191	6/20/2038	\$52,617.47	\$9,520.74	\$43,096.73	\$2,337,088.84
192	7/20/2038	\$52,617.47	\$9,348.36	\$43,269.11	\$2,293,819.73
193	8/20/2038	\$52,617.47	\$9,175.28	\$43,442.19	\$2,250,377.54
194	9/20/2038	\$52,617.47	\$9,001.51	\$43,615.96	\$2,206,761.58

195	10/20/2038	\$52,617.47	\$8,827.05	\$43,790.42	\$2,162,971.16
196	11/20/2038	\$52,617.47	\$8,651.88	\$43,965.59	\$2,119,005.57
197	12/20/2038	\$52,617.47	\$8,476.02	\$44,141.45	\$2,074,864.12
198	1/20/2039	\$52,617.47	\$8,299.46	\$44,318.01	\$2,030,546.11
199	2/20/2039	\$52,617.47	\$8,122.18	\$44,495.29	\$1,986,050.82
200	3/20/2039	\$52,617.47	\$7,944.20	\$44,673.27	\$1,941,377.55
201	4/20/2039	\$52,617.47	\$7,765.51	\$44,851.96	\$1,896,525.59
202	5/20/2039	\$52,617.47	\$7,586.10	\$45,031.37	\$1,851,494.22
203	6/20/2039	\$52,617.47	\$7,405.98	\$45,211.49	\$1,806,282.73
204	7/20/2039	\$52,617.47	\$7,225.13	\$45,392.34	\$1,760,890.39
205	8/20/2039	\$52,617.47	\$7,043.56	\$45,573.91	\$1,715,316.48
206	9/20/2039	\$52,617.47	\$6,861.27	\$45,756.20	\$1,669,560.28
207	10/20/2039	\$52,617.47	\$6,678.24	\$45,939.23	\$1,623,621.05
208	11/20/2039	\$52,617.47	\$6,494.48	\$46,122.99	\$1,577,498.06
209	12/20/2039	\$52,617.47	\$6,309.99	\$46,307.48	\$1,531,190.58
210	1/20/2040	\$52,617.47	\$6,124.76	\$46,492.71	\$1,484,697.87
211	2/20/2040	\$52,617.47	\$5,938.79	\$46,678.68	\$1,438,019.19
212	3/20/2040	\$52,617.47	\$5,752.08	\$46,865.39	\$1,391,153.80
213	4/20/2040	\$52,617.47	\$5,564.62	\$47,052.85	\$1,344,100.95
214	5/20/2040	\$52,617.47	\$5,376.40	\$47,241.07	\$1,296,859.88
215	6/20/2040	\$52,617.47	\$5,187.44	\$47,430.03	\$1,249,429.85
216	7/20/2040	\$52,617.47	\$4,997.72	\$47,619.75	\$1,201,810.10
217	8/20/2040	\$52,617.47	\$4,807.24	\$47,810.23	\$1,153,999.87
218	9/20/2040	\$52,617.47	\$4,616.00	\$48,001.47	\$1,105,998.40
219	10/20/2040	\$52,617.47	\$4,423.99	\$48,193.48	\$1,057,804.92
220	11/20/2040	\$52,617.47	\$4,231.22	\$48,386.25	\$1,009,418.67
221	12/20/2040	\$52,617.47	\$4,037.67	\$48,579.80	\$960,838.87
222	1/20/2041	\$52,617.47	\$3,843.36	\$48,774.11	\$912,064.76
223	2/20/2041	\$52,617.47	\$3,648.26	\$48,969.21	\$863,095.55
224	3/20/2041	\$52,617.47	\$3,452.38	\$49,165.09	\$813,930.46
225	4/20/2041	\$52,617.47	\$3,255.72	\$49,361.75	\$764,568.71
226	5/20/2041	\$52,617.47	\$3,058.27	\$49,559.20	\$715,009.51
227	6/20/2041	\$52,617.47	\$2,860.04	\$49,757.43	\$665,252.08
228	7/20/2041	\$52,617.47	\$2,661.01	\$49,956.46	\$615,295.62
229	8/20/2041	\$52,617.47	\$2,461.18	\$50,156.29	\$565,139.33
230	9/20/2041	\$52,617.47	\$2,260.56	\$50,356.91	\$514,782.42
231	10/20/2041	\$52,617.47	\$2,059.13	\$50,558.34	\$464,224.08
232	11/20/2041	\$52,617.47	\$1,856.90	\$50,760.57	\$413,463.51
233	12/20/2041	\$52,617.47	\$1,653.85	\$50,963.62	\$362,499.89
234	1/20/2042	\$52,617.47	\$1,450.00	\$51,167.47	\$311,332.42
235	2/20/2042	\$52,617.47	\$1,245.33	\$51,372.14	\$259,960.28
236	3/20/2042	\$52,617.47	\$1,039.84	\$51,577.63	\$208,382.65
237	4/20/2042	\$52,617.47	\$833.53	\$51,783.94	\$156,598.71
238	5/20/2042	\$52,617.47	\$626.39	\$51,991.08	\$104,607.63
239	6/20/2042	\$52,617.47	\$418.43	\$52,199.04	\$52,408.59
240	7/20/2042	\$52,617.47	\$208.88	\$52,408.59	\$0.00

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER
AND IS NOT A REGISTERED OBLIGATION**

\$8,108,000.00

July 20, 2022

**WYLIE ECONOMIC DEVELOPMENT CORPORATION
SERIES 2022 NOTE**

WYLIE ECONOMIC DEVELOPMENT CORPORATION (the “*Corporation*”) for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092 the principal sum of EIGHT MILLION ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$8,108,000.00).

All capitalized terms which are used but not defined in this Series 2022 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon monthly beginning on August 20, 2022, and continuing on the 20th day of each month thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 4.80%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 360-day year and the actual number of days elapsed.

Principal of and interest on this Series 2022 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2022 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2022 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised

Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2022 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF WYLIE, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2022 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2022 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2022 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2022 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2022 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Series 2022 Note has been duly executed effective as of the date first written above.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Tim Gilchrist, Treasurer

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	8/20/2022	\$52,617.47	\$32,432.00	\$20,185.47	N/A
2	9/20/2022	\$52,617.47	\$32,351.26	\$20,266.21	N/A
3	10/20/2022	\$52,617.47	\$32,270.19	\$20,347.28	N/A
4	11/20/2022	\$52,617.47	\$32,188.80	\$20,428.67	N/A
5	12/20/2022	\$52,617.47	\$32,107.09	\$20,510.38	N/A
6	1/20/2023	\$52,617.47	\$32,025.05	\$20,592.42	N/A
7	2/20/2023	\$52,617.47	\$31,942.68	\$20,674.79	N/A
8	3/20/2023	\$52,617.47	\$31,859.98	\$20,757.49	N/A
9	4/20/2023	\$52,617.47	\$31,776.95	\$20,840.52	N/A
10	5/20/2023	\$52,617.47	\$31,693.59	\$20,923.88	N/A
11	6/20/2023	\$52,617.47	\$31,609.89	\$21,007.58	N/A
12	7/20/2023	\$52,617.47	\$31,525.86	\$21,091.61	N/A
13	8/20/2023	\$52,617.47	\$31,441.49	\$21,175.98	N/A
14	9/20/2023	\$52,617.47	\$31,356.79	\$21,260.68	N/A
15	10/20/2023	\$52,617.47	\$31,271.75	\$21,345.72	N/A
16	11/20/2023	\$52,617.47	\$31,186.37	\$21,431.10	N/A
17	12/20/2023	\$52,617.47	\$31,100.64	\$21,516.83	N/A
18	1/20/2024	\$52,617.47	\$31,014.57	\$21,602.90	N/A
19	2/20/2024	\$52,617.47	\$30,928.16	\$21,689.31	N/A
20	3/20/2024	\$52,617.47	\$30,841.40	\$21,776.07	N/A
21	4/20/2024	\$52,617.47	\$30,754.30	\$21,863.17	N/A
22	5/20/2024	\$52,617.47	\$30,666.85	\$21,950.62	N/A
23	6/20/2024	\$52,617.47	\$30,579.05	\$22,038.42	N/A
24	7/20/2024	\$52,617.47	\$30,490.89	\$22,126.58	N/A
25	8/20/2024	\$52,617.47	\$30,402.39	\$22,215.08	N/A
26	9/20/2024	\$52,617.47	\$30,313.52	\$22,303.95	N/A
27	10/20/2024	\$52,617.47	\$30,224.31	\$22,393.16	N/A
28	11/20/2024	\$52,617.47	\$30,134.74	\$22,482.73	N/A
29	12/20/2024	\$52,617.47	\$30,044.81	\$22,572.66	N/A
30	1/20/2025	\$52,617.47	\$29,954.51	\$22,662.96	N/A
31	2/20/2025	\$52,617.47	\$29,863.86	\$22,753.61	N/A
32	3/20/2025	\$52,617.47	\$29,772.85	\$22,844.62	N/A
33	4/20/2025	\$52,617.47	\$29,681.47	\$22,936.00	N/A
34	5/20/2025	\$52,617.47	\$29,589.73	\$23,027.74	N/A
35	6/20/2025	\$52,617.47	\$29,497.62	\$23,119.85	N/A
36	7/20/2025	\$52,617.47	\$29,405.14	\$23,212.33	N/A
37	8/20/2025	\$52,617.47	\$29,312.29	\$23,305.18	N/A
38	9/20/2025	\$52,617.47	\$29,219.07	\$23,398.40	N/A
39	10/20/2025	\$52,617.47	\$29,125.47	\$23,492.00	N/A
40	11/20/2025	\$52,617.47	\$29,031.50	\$23,585.97	N/A
41	12/20/2025	\$52,617.47	\$28,937.16	\$23,680.31	N/A
42	1/20/2026	\$52,617.47	\$28,842.44	\$23,775.03	N/A
43	2/20/2026	\$52,617.47	\$28,747.34	\$23,870.13	N/A
44	3/20/2026	\$52,617.47	\$28,651.86	\$23,965.61	N/A

45	4/20/2026	\$52,617.47	\$28,556.00	\$24,061.47	N/A
46	5/20/2026	\$52,617.47	\$28,459.75	\$24,157.72	N/A
47	6/20/2026	\$52,617.47	\$28,363.12	\$24,254.35	N/A
48	7/20/2026	\$52,617.47	\$28,266.10	\$24,351.37	N/A
49	8/20/2026	\$52,617.47	\$28,168.70	\$24,448.77	N/A
50	9/20/2026	\$52,617.47	\$28,070.90	\$24,546.57	N/A
51	10/20/2026	\$52,617.47	\$27,972.72	\$24,644.75	N/A
52	11/20/2026	\$52,617.47	\$27,874.14	\$24,743.33	N/A
53	12/20/2026	\$52,617.47	\$27,775.16	\$24,842.31	N/A
54	1/20/2027	\$52,617.47	\$27,675.79	\$24,941.68	N/A
55	2/20/2027	\$52,617.47	\$27,576.03	\$25,041.44	N/A
56	3/20/2027	\$52,617.47	\$27,475.86	\$25,141.61	N/A
57	4/20/2027	\$52,617.47	\$27,375.29	\$25,242.18	N/A
58	5/20/2027	\$52,617.47	\$27,274.33	\$25,343.14	N/A
59	6/20/2027	\$52,617.47	\$27,172.95	\$25,444.52	N/A
60	7/20/2027	\$52,617.47	\$27,071.18	\$25,546.29	N/A
61	8/20/2027	\$52,617.47	\$26,968.99	\$25,648.48	\$6,716,599.02
62	9/20/2027	\$52,617.47	\$26,866.40	\$25,751.07	\$6,690,847.95
63	10/20/2027	\$52,617.47	\$26,763.39	\$25,854.08	\$6,664,993.87
64	11/20/2027	\$52,617.47	\$26,659.98	\$25,957.49	\$6,639,036.38
65	12/20/2027	\$52,617.47	\$26,556.15	\$26,061.32	\$6,612,975.06
66	1/20/2028	\$52,617.47	\$26,451.90	\$26,165.57	\$6,586,809.49
67	2/20/2028	\$52,617.47	\$26,347.24	\$26,270.23	\$6,560,539.26
68	3/20/2028	\$52,617.47	\$26,242.16	\$26,375.31	\$6,534,163.95
69	4/20/2028	\$52,617.47	\$26,136.66	\$26,480.81	\$6,507,683.14
70	5/20/2028	\$52,617.47	\$26,030.73	\$26,586.74	\$6,481,096.40
71	6/20/2028	\$52,617.47	\$25,924.39	\$26,693.08	\$6,454,403.32
72	7/20/2028	\$52,617.47	\$25,817.61	\$26,799.86	\$6,427,603.46
73	8/20/2028	\$52,617.47	\$25,710.41	\$26,907.06	\$6,400,696.40
74	9/20/2028	\$52,617.47	\$25,602.79	\$27,014.68	\$6,373,681.72
75	10/20/2028	\$52,617.47	\$25,494.73	\$27,122.74	\$6,346,558.98
76	11/20/2028	\$52,617.47	\$25,386.24	\$27,231.23	\$6,319,327.75
77	12/20/2028	\$52,617.47	\$25,277.31	\$27,340.16	\$6,291,987.59
78	1/20/2029	\$52,617.47	\$25,167.95	\$27,449.52	\$6,264,538.07
79	2/20/2029	\$52,617.47	\$25,058.15	\$27,559.32	\$6,236,978.75
80	3/20/2029	\$52,617.47	\$24,947.92	\$27,669.55	\$6,209,309.20
81	4/20/2029	\$52,617.47	\$24,837.24	\$27,780.23	\$6,181,528.97
82	5/20/2029	\$52,617.47	\$24,726.12	\$27,891.35	\$6,153,637.62
83	6/20/2029	\$52,617.47	\$24,614.55	\$28,002.92	\$6,125,634.70
84	7/20/2029	\$52,617.47	\$24,502.54	\$28,114.93	\$6,097,519.77
85	8/20/2029	\$52,617.47	\$24,390.08	\$28,227.39	\$6,069,292.38
86	9/20/2029	\$52,617.47	\$24,277.17	\$28,340.30	\$6,040,952.08
87	10/20/2029	\$52,617.47	\$24,163.81	\$28,453.66	\$6,012,498.42
88	11/20/2029	\$52,617.47	\$24,049.99	\$28,567.48	\$5,983,930.94
89	12/20/2029	\$52,617.47	\$23,935.72	\$28,681.75	\$5,955,249.19
90	1/20/2030	\$52,617.47	\$23,821.00	\$28,796.47	\$5,926,452.72
91	2/20/2030	\$52,617.47	\$23,705.81	\$28,911.66	\$5,897,541.06
92	3/20/2030	\$52,617.47	\$23,590.16	\$29,027.31	\$5,868,513.75
93	4/20/2030	\$52,617.47	\$23,474.06	\$29,143.41	\$5,839,370.34
94	5/20/2030	\$52,617.47	\$23,357.48	\$29,259.99	\$5,810,110.35

95	6/20/2030	\$52,617.47	\$23,240.44	\$29,377.03	\$5,780,733.32
96	7/20/2030	\$52,617.47	\$23,122.93	\$29,494.54	\$5,751,238.78
97	8/20/2030	\$52,617.47	\$23,004.96	\$29,612.51	\$5,721,626.27
98	9/20/2030	\$52,617.47	\$22,886.51	\$29,730.96	\$5,691,895.31
99	10/20/2030	\$52,617.47	\$22,767.58	\$29,849.89	\$5,662,045.42
100	11/20/2030	\$52,617.47	\$22,648.18	\$29,969.29	\$5,632,076.13
101	12/20/2030	\$52,617.47	\$22,528.30	\$30,089.17	\$5,601,986.96
102	1/20/2031	\$52,617.47	\$22,407.95	\$30,209.52	\$5,571,777.44
103	2/20/2031	\$52,617.47	\$22,287.11	\$30,330.36	\$5,541,447.08
104	3/20/2031	\$52,617.47	\$22,165.79	\$30,451.68	\$5,510,995.40
105	4/20/2031	\$52,617.47	\$22,043.98	\$30,573.49	\$5,480,421.91
106	5/20/2031	\$52,617.47	\$21,921.69	\$30,695.78	\$5,449,726.13
107	6/20/2031	\$52,617.47	\$21,798.90	\$30,818.57	\$5,418,907.56
108	7/20/2031	\$52,617.47	\$21,675.63	\$30,941.84	\$5,387,965.72
109	8/20/2031	\$52,617.47	\$21,551.86	\$31,065.61	\$5,356,900.11
110	9/20/2031	\$52,617.47	\$21,427.60	\$31,189.87	\$5,325,710.24
111	10/20/2031	\$52,617.47	\$21,302.84	\$31,314.63	\$5,294,395.61
112	11/20/2031	\$52,617.47	\$21,177.58	\$31,439.89	\$5,262,955.72
113	12/20/2031	\$52,617.47	\$21,051.82	\$31,565.65	\$5,231,390.07
114	1/20/2032	\$52,617.47	\$20,925.56	\$31,691.91	\$5,199,698.16
115	2/20/2032	\$52,617.47	\$20,798.79	\$31,818.68	\$5,167,879.48
116	3/20/2032	\$52,617.47	\$20,671.52	\$31,945.95	\$5,135,933.53
117	4/20/2032	\$52,617.47	\$20,543.73	\$32,073.74	\$5,103,859.79
118	5/20/2032	\$52,617.47	\$20,415.44	\$32,202.03	\$5,071,657.76
119	6/20/2032	\$52,617.47	\$20,286.63	\$32,330.84	\$5,039,326.92
120	7/20/2032	\$52,617.47	\$20,157.31	\$32,460.16	\$5,006,866.76
121	8/20/2032	\$52,617.47	\$20,027.47	\$32,590.00	\$4,974,276.76
122	9/20/2032	\$52,617.47	\$19,897.11	\$32,720.36	\$4,941,556.40
123	10/20/2032	\$52,617.47	\$19,766.23	\$32,851.24	\$4,908,705.16
124	11/20/2032	\$52,617.47	\$19,634.82	\$32,982.65	\$4,875,722.51
125	12/20/2032	\$52,617.47	\$19,502.89	\$33,114.58	\$4,842,607.93
126	1/20/2033	\$52,617.47	\$19,370.43	\$33,247.04	\$4,809,360.89
127	2/20/2033	\$52,617.47	\$19,237.44	\$33,380.03	\$4,775,980.86
128	3/20/2033	\$52,617.47	\$19,103.92	\$33,513.55	\$4,742,467.31
129	4/20/2033	\$52,617.47	\$18,969.87	\$33,647.60	\$4,708,819.71
130	5/20/2033	\$52,617.47	\$18,835.28	\$33,782.19	\$4,675,037.52
131	6/20/2033	\$52,617.47	\$18,700.15	\$33,917.32	\$4,641,120.20
132	7/20/2033	\$52,617.47	\$18,564.48	\$34,052.99	\$4,607,067.21
133	8/20/2033	\$52,617.47	\$18,428.27	\$34,189.20	\$4,572,878.01
134	9/20/2033	\$52,617.47	\$18,291.51	\$34,325.96	\$4,538,552.05
135	10/20/2033	\$52,617.47	\$18,154.21	\$34,463.26	\$4,504,088.79
136	11/20/2033	\$52,617.47	\$18,016.36	\$34,601.11	\$4,469,487.68
137	12/20/2033	\$52,617.47	\$17,877.95	\$34,739.52	\$4,434,748.16
138	1/20/2034	\$52,617.47	\$17,738.99	\$34,878.48	\$4,399,869.68
139	2/20/2034	\$52,617.47	\$17,599.48	\$35,017.99	\$4,364,851.69
140	3/20/2034	\$52,617.47	\$17,459.41	\$35,158.06	\$4,329,693.63
141	4/20/2034	\$52,617.47	\$17,318.77	\$35,298.70	\$4,294,394.93
142	5/20/2034	\$52,617.47	\$17,177.58	\$35,439.89	\$4,258,955.04
143	6/20/2034	\$52,617.47	\$17,035.82	\$35,581.65	\$4,223,373.39
144	7/20/2034	\$52,617.47	\$16,893.49	\$35,723.98	\$4,187,649.41

145	8/20/2034	\$52,617.47	\$16,750.60	\$35,866.87	\$4,151,782.54
146	9/20/2034	\$52,617.47	\$16,607.13	\$36,010.34	\$4,115,772.20
147	10/20/2034	\$52,617.47	\$16,463.09	\$36,154.38	\$4,079,617.82
148	11/20/2034	\$52,617.47	\$16,318.47	\$36,299.00	\$4,043,318.82
149	12/20/2034	\$52,617.47	\$16,173.28	\$36,444.19	\$4,006,874.63
150	1/20/2035	\$52,617.47	\$16,027.50	\$36,589.97	\$3,970,284.66
151	2/20/2035	\$52,617.47	\$15,881.14	\$36,736.33	\$3,933,548.33
152	3/20/2035	\$52,617.47	\$15,734.19	\$36,883.28	\$3,896,665.05
153	4/20/2035	\$52,617.47	\$15,586.66	\$37,030.81	\$3,859,634.24
154	5/20/2035	\$52,617.47	\$15,438.54	\$37,178.93	\$3,822,455.31
155	6/20/2035	\$52,617.47	\$15,289.82	\$37,327.65	\$3,785,127.66
156	7/20/2035	\$52,617.47	\$15,140.51	\$37,476.96	\$3,747,650.70
157	8/20/2035	\$52,617.47	\$14,990.60	\$37,626.87	\$3,710,023.83
158	9/20/2035	\$52,617.47	\$14,840.10	\$37,777.37	\$3,672,246.46
159	10/20/2035	\$52,617.47	\$14,688.99	\$37,928.48	\$3,634,317.98
160	11/20/2035	\$52,617.47	\$14,537.27	\$38,080.20	\$3,596,237.78
161	12/20/2035	\$52,617.47	\$14,384.95	\$38,232.52	\$3,558,005.26
162	1/20/2036	\$52,617.47	\$14,232.02	\$38,385.45	\$3,519,619.81
163	2/20/2036	\$52,617.47	\$14,078.48	\$38,538.99	\$3,481,080.82
164	3/20/2036	\$52,617.47	\$13,924.32	\$38,693.15	\$3,442,387.67
165	4/20/2036	\$52,617.47	\$13,769.55	\$38,847.92	\$3,403,539.75
166	5/20/2036	\$52,617.47	\$13,614.16	\$39,003.31	\$3,364,536.44
167	6/20/2036	\$52,617.47	\$13,458.15	\$39,159.32	\$3,325,377.12
168	7/20/2036	\$52,617.47	\$13,301.51	\$39,315.96	\$3,286,061.16
169	8/20/2036	\$52,617.47	\$13,144.24	\$39,473.23	\$3,246,587.93
170	9/20/2036	\$52,617.47	\$12,986.35	\$39,631.12	\$3,206,956.81
171	10/20/2036	\$52,617.47	\$12,827.83	\$39,789.64	\$3,167,167.17
172	11/20/2036	\$52,617.47	\$12,668.67	\$39,948.80	\$3,127,218.37
173	12/20/2036	\$52,617.47	\$12,508.87	\$40,108.60	\$3,087,109.77
174	1/20/2037	\$52,617.47	\$12,348.44	\$40,269.03	\$3,046,840.74
175	2/20/2037	\$52,617.47	\$12,187.36	\$40,430.11	\$3,006,410.63
176	3/20/2037	\$52,617.47	\$12,025.64	\$40,591.83	\$2,965,818.80
177	4/20/2037	\$52,617.47	\$11,863.28	\$40,754.19	\$2,925,064.61
178	5/20/2037	\$52,617.47	\$11,700.26	\$40,917.21	\$2,884,147.40
179	6/20/2037	\$52,617.47	\$11,536.59	\$41,080.88	\$2,843,066.52
180	7/20/2037	\$52,617.47	\$11,372.27	\$41,245.20	\$2,801,821.32
181	8/20/2037	\$52,617.47	\$11,207.29	\$41,410.18	\$2,760,411.14
182	9/20/2037	\$52,617.47	\$11,041.64	\$41,575.83	\$2,718,835.31
183	10/20/2037	\$52,617.47	\$10,875.34	\$41,742.13	\$2,677,093.18
184	11/20/2037	\$52,617.47	\$10,708.37	\$41,909.10	\$2,635,184.08
185	12/20/2037	\$52,617.47	\$10,540.74	\$42,076.73	\$2,593,107.35
186	1/20/2038	\$52,617.47	\$10,372.43	\$42,245.04	\$2,550,862.31
187	2/20/2038	\$52,617.47	\$10,203.45	\$42,414.02	\$2,508,448.29
188	3/20/2038	\$52,617.47	\$10,033.79	\$42,583.68	\$2,465,864.61
189	4/20/2038	\$52,617.47	\$9,863.46	\$42,754.01	\$2,423,110.60
190	5/20/2038	\$52,617.47	\$9,692.44	\$42,925.03	\$2,380,185.57
191	6/20/2038	\$52,617.47	\$9,520.74	\$43,096.73	\$2,337,088.84
192	7/20/2038	\$52,617.47	\$9,348.36	\$43,269.11	\$2,293,819.73
193	8/20/2038	\$52,617.47	\$9,175.28	\$43,442.19	\$2,250,377.54
194	9/20/2038	\$52,617.47	\$9,001.51	\$43,615.96	\$2,206,761.58

195	10/20/2038	\$52,617.47	\$8,827.05	\$43,790.42	\$2,162,971.16
196	11/20/2038	\$52,617.47	\$8,651.88	\$43,965.59	\$2,119,005.57
197	12/20/2038	\$52,617.47	\$8,476.02	\$44,141.45	\$2,074,864.12
198	1/20/2039	\$52,617.47	\$8,299.46	\$44,318.01	\$2,030,546.11
199	2/20/2039	\$52,617.47	\$8,122.18	\$44,495.29	\$1,986,050.82
200	3/20/2039	\$52,617.47	\$7,944.20	\$44,673.27	\$1,941,377.55
201	4/20/2039	\$52,617.47	\$7,765.51	\$44,851.96	\$1,896,525.59
202	5/20/2039	\$52,617.47	\$7,586.10	\$45,031.37	\$1,851,494.22
203	6/20/2039	\$52,617.47	\$7,405.98	\$45,211.49	\$1,806,282.73
204	7/20/2039	\$52,617.47	\$7,225.13	\$45,392.34	\$1,760,890.39
205	8/20/2039	\$52,617.47	\$7,043.56	\$45,573.91	\$1,715,316.48
206	9/20/2039	\$52,617.47	\$6,861.27	\$45,756.20	\$1,669,560.28
207	10/20/2039	\$52,617.47	\$6,678.24	\$45,939.23	\$1,623,621.05
208	11/20/2039	\$52,617.47	\$6,494.48	\$46,122.99	\$1,577,498.06
209	12/20/2039	\$52,617.47	\$6,309.99	\$46,307.48	\$1,531,190.58
210	1/20/2040	\$52,617.47	\$6,124.76	\$46,492.71	\$1,484,697.87
211	2/20/2040	\$52,617.47	\$5,938.79	\$46,678.68	\$1,438,019.19
212	3/20/2040	\$52,617.47	\$5,752.08	\$46,865.39	\$1,391,153.80
213	4/20/2040	\$52,617.47	\$5,564.62	\$47,052.85	\$1,344,100.95
214	5/20/2040	\$52,617.47	\$5,376.40	\$47,241.07	\$1,296,859.88
215	6/20/2040	\$52,617.47	\$5,187.44	\$47,430.03	\$1,249,429.85
216	7/20/2040	\$52,617.47	\$4,997.72	\$47,619.75	\$1,201,810.10
217	8/20/2040	\$52,617.47	\$4,807.24	\$47,810.23	\$1,153,999.87
218	9/20/2040	\$52,617.47	\$4,616.00	\$48,001.47	\$1,105,998.40
219	10/20/2040	\$52,617.47	\$4,423.99	\$48,193.48	\$1,057,804.92
220	11/20/2040	\$52,617.47	\$4,231.22	\$48,386.25	\$1,009,418.67
221	12/20/2040	\$52,617.47	\$4,037.67	\$48,579.80	\$960,838.87
222	1/20/2041	\$52,617.47	\$3,843.36	\$48,774.11	\$912,064.76
223	2/20/2041	\$52,617.47	\$3,648.26	\$48,969.21	\$863,095.55
224	3/20/2041	\$52,617.47	\$3,452.38	\$49,165.09	\$813,930.46
225	4/20/2041	\$52,617.47	\$3,255.72	\$49,361.75	\$764,568.71
226	5/20/2041	\$52,617.47	\$3,058.27	\$49,559.20	\$715,009.51
227	6/20/2041	\$52,617.47	\$2,860.04	\$49,757.43	\$665,252.08
228	7/20/2041	\$52,617.47	\$2,661.01	\$49,956.46	\$615,295.62
229	8/20/2041	\$52,617.47	\$2,461.18	\$50,156.29	\$565,139.33
230	9/20/2041	\$52,617.47	\$2,260.56	\$50,356.91	\$514,782.42
231	10/20/2041	\$52,617.47	\$2,059.13	\$50,558.34	\$464,224.08
232	11/20/2041	\$52,617.47	\$1,856.90	\$50,760.57	\$413,463.51
233	12/20/2041	\$52,617.47	\$1,653.85	\$50,963.62	\$362,499.89
234	1/20/2042	\$52,617.47	\$1,450.00	\$51,167.47	\$311,332.42
235	2/20/2042	\$52,617.47	\$1,245.33	\$51,372.14	\$259,960.28
236	3/20/2042	\$52,617.47	\$1,039.84	\$51,577.63	\$208,382.65
237	4/20/2042	\$52,617.47	\$833.53	\$51,783.94	\$156,598.71
238	5/20/2042	\$52,617.47	\$626.39	\$51,991.08	\$104,607.63
239	6/20/2042	\$52,617.47	\$418.43	\$52,199.04	\$52,408.59
240	7/20/2042	\$52,617.47	\$208.88	\$52,408.59	\$0.00

SALES TAX REMITTANCE AGREEMENT SERIES 2022 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”) is made to be effective as of July 20, 2022, by and between the **CITY OF WYLIE, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the “City”) and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Corporation”).

R E C I T A L S

WHEREAS, the Corporation on behalf of the City is to finance improvements to the City infrastructure including without limitation the City’s Road System, water and wastewater systems and gas lines, as permitted under the Act (the “Project”); and

WHEREAS, such financing contemplates the issuance of the Corporation’s promissory note in a principal amount of \$8,108,000.00 (the “Series 2022 Note”), and the proceeds are to be used by the Corporation to finance the costs of the Project and pay the costs of issuance of the Series 2022 Note.

A G R E E M E N T

1. **Financing**: For and in consideration of the City’s covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), with Government Capital Corporation (the “Lender”), and to execute the Series 2022 Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of financing the costs of the Project and to pay all costs related thereto.

2. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the “Sales Tax” received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. **Modifications**. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. **Entire Agreement**. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. **Applicable Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

Demond Dawkins, President

ATTEST:

Tim Gilchrist, Treasurer

CITY OF WYLIE, TEXAS

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

GENERAL CERTIFICATE OF CORPORATION
SERIES 2022 NOTE

We, the undersigned duly authorized officers of the Board of Directors of the WYLIE ECONOMIC DEVELOPMENT CORPORATION (the “Corporation”) acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of July 20, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) by and between Corporation and Government Capital Corporation authorizing the Corporation’s Series 2022 Note (as defined in the Loan Agreement), as follows:

1. That the Corporation is a nonprofit economic development corporation, validly created by the City of Wylie, Texas (the “City”) under Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. That as of the date of approval of the Loan Agreement by the Corporation, the following named persons constitute the members of the Board of Directors of Corporation:

<u>NAME</u>	<u>TITLE</u>
Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Brent Parker	City Manager, Ex-Officio Member

3. The proceeds of the Series 2022 Note will be used to finance the construction of improvements to City infrastructure including without limitation the City’s Road system, water and wastewater systems and gas system, as permitted under the Act (the “Project”).

4. The Board of Directors of the Corporation duly adopted by a majority vote a resolution (the “Resolution”) authorizing and approving the entering into the Loan Agreement, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas. The Resolution was considered and approved by the City Council of the City by resolution on July 12, 2022.

5. The following described instruments (collectively, the “Instruments”), as executed and delivered or authorized by the Corporation, are in substantially the same form and

text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Corporation, and which the officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation:

- (a) the Loan Agreement;
- (b) the Series 2022 Note in the principal amount of \$8,108,000.00; and
- (c) the Sales Tax Remittance Agreement.

6. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

7. The representations and warranties of the Corporation contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

8. No litigation is pending or, to the best of Corporation's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Tim Gilchrist, Treasurer

CERTIFICATE FOR RESOLUTION

On July 12, 2022, we, the undersigned officers of Wylie Economic Development Corporation (the "Corporation"), hereby certify as follows:

1. The Board of Directors of the Corporation convened in Regular Meeting on July 12, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to wit:

Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Brent Parker	City Manager, Ex-Officio Member

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "Aye" except as shown below.

NOES: _____

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and

personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of the Board of Directors of the Corporation has approved and hereby approves the aforesaid Resolution; that the President and the Treasurer of said Corporation have duly signed said Resolution; and that the President and the Corporation Treasurer of said Corporation hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

Tim Gilchrist
Treasurer

Demond Dawkins
President, Board of Directors

RESOLUTION #2022-01(R)**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.00.**

WHEREAS, The WYLIE ECONOMIC DEVELOPMENT CORPORATION ("Borrower") proposes to enter into a Loan Agreement dated as of July 20, 2022 (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement"), with Government Capital Corporation, as lender ("Lender") to enable the Corporation to (1) finance the construction of improvements and extensions of the public road system water and wastewater systems and gas systems (the "Project") in the City of Wylie, Texas (the "City") for economic develop purposes, and (2) pay costs of issuing the loan, and as security for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its Economic Development Sales and Use Tax. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

WHEREAS, the proposed form of the Loan Agreement, the Series 2022 Note (as defined in the Loan Agreement) and the Sales Tax Remittance Agreement (as defined in the Loan Agreement) have been presented to this meeting.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Board of Directors agrees to enter into the Loan Agreement, Series 2022 Note and the Sales Tax Remittance Agreement to finance the cost of the Property in the amount of \$8,108,000.00 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the execution of the Series 2022 Note, the Loan Agreement and the Sales Tax Remittance Agreement and, in order to secure the principal and interest on the Series 2022 Note, to pledge its Economic Development Sales and Use Tax.

Section 2. That any one or more of the Authorized Officers of the Borrower listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto, the Series 2022 Note and the Sales Tax Remittance Agreement. The Loan Agreement, Series 2022 Note and Sales Tax Remittance Agreement shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement, Series 2022 Note and Sales Tax Remittance Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 3. That for the purpose of this resolution, the following persons, or the persons holding the following positions, are “*Authorized Officers*” duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Borrower:

<u>Name</u>	<u>Title</u>
Demond Dawkins	President
Melisa Whitehead	Vice-President
Tim Gilchrist	Treasurer
Gino Mulliqi	Secretary
Blake Brininstool	Board Member

Section 4. That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto, the Series 2022 Note and the Sales Tax Remittance Agreement in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 5. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this ____ day of _____, 2022.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Tim Gilchrist, Treasurer

GENERAL CERTIFICATE OF CITY
SERIES 2022 NOTE

We, the undersigned duly authorized officers of the CITY OF WYLIE, TEXAS ("City") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of July 20, 2022, (as same may be amended, restated, supplemented and/or otherwise modified, the "Loan Agreement") by and between the WYLIE ECONOMIC DEVELOPMENT CORPORATION ("Corporation") and GOVERNMENT CAPITAL CORPORATION ("Lender") authorizing a loan in the principal amount of \$8,108,000.00, as follows:

1. All capitalized terms used herein shall have the meaning set forth for such term in the Loan Agreement unless the context clearly indicates otherwise.
2. The City is a duly incorporated home rule city, operating and existing under the Constitution and the laws of the State of Texas.
3. The City has duly authorized the creation of the Corporation under the Act.
4. Attached hereto as Exhibit "A" are true, correct, and full copies of the proceedings pertaining to the levy of the Economic Development Sales and Use Tax and the election at which the Economic Development Sales and Use Tax was approved by the voters of the City.
5. No Litigation is pending or, to the best of their knowledge, threatened against the City with respect to the issuance by the Corporation of the Note, the Loan Agreement or the Sales Tax Remittance Agreement, the creation of the Corporation or the title or authority of the governing body or director of the Corporation.

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IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

CITY OF WYLIE, TEXAS

By: _____
Matthew Porter, Mayor

ATTEST:

By: _____
Stephanie Storm, City Secretary

EXHIBIT A

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF WYLIE §

I, the undersigned, City Secretary of the City of Wylie, Texas DO HEREBY CERTIFY as follows:

1. On July 12, 2022, a regular meeting of the City Council of the City of Wylie, Texas, was held at a meeting place within the City; the duly constituted members of the Council being as follows:

Matthew Porter	Mayor
Jeff Forrester	Mayor Pro-Tem
Dave Strang	Council Member
David R. Duke	Council Member
Scott Williams	Council Member
Timothy T. Wallis D.V.M.	Council Member
Garrett Mize	Council Member

and all of said persons were present at said meeting, except the following: _____.
Among other business considered at said meeting, the attached resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS ("CITY"), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the City Council shown present above voted "Aye", except as noted below,

NOES: _____

ABSTAIN: _____

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

Stephanie Storm, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

WHEREAS, The Wylie Economic Development Corporation (the “Corporation”) has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) by the City of Wylie, Texas (the “City”); and

WHEREAS, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any “project” defined as such by the Act; and

WHEREAS, the Board of Directors of the Corporation has found and determined that (a) financing the costs of construction of improvements to City infrastructure including without limitation the City’s road system, water and wastewater systems and gas system (the “Project”) to promote economic development in the City is authorized under the Act and loan proceeds may be used for such financing pursuant to that certain Loan Agreement, dated as of July 20, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) in the original principal amount of \$8,108,000.00 (the “Loan”) between the Corporation and Government Capital Corporation (the “Lender”); and

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of July 20, 2022, (as amended, restated, supplemented and/or otherwise modified, the “Sales Tax Remittance Agreement”) with the City; pursuant to, which among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan;

WHEREAS, the Act requires the City Council of the City approve the resolution of the Corporation providing for the execution and delivery of the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

Section 1. The Resolution approving the Loan Agreement and authorizing the issuance of the Series 2022 Note (as defined in the Loan Agreement) authorized by the Corporation (the “Corporation Resolution”) on July 12, 2022, and submitted to the City Council this day, is hereby approved in all respects. The Series 2022 Note is being issued to finance the cost of the Project and to pay the Costs of Issuance (as defined in the Loan Agreement).

Section 2. The approvals herein given are in accordance with the Act, and the Series 2022 Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the “State”), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 3. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Series 2022 Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 4. The Sales Tax Remittance Agreement attached hereto as Exhibit A is incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Series 2022 Note is outstanding, is hereby reapproved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this 12th day of July, 2022.

CITY OF WYLIE, TEXAS

By: _____
Matthew Porter, Mayor

ATTEST:

By: _____
Stephanie Storm, City Secretary

EXHIBIT A
Sales Tax Remittance Agreement

NO ARBITRAGE AND TAX CERTIFICATE

This Certificate is given for the benefit of all persons interested in the Wylie Economic Development Corporation Series 2022 Note (the “Issue” or the “Note”). There are sections herein dealing with:

1. The Issue
2. Proceeds of the Issue and How They Are Used
3. Issue Not “Private Activity Bonds”
4. General Restrictions on Tax-exempt Bonds
5. Issue Not Arbitrage Bonds
6. Rebate
7. Miscellaneous

The Issue is being issued by Wylie Economic Development Corporation, the “Issuer.” The Issuer is a Texas Economic Development Corporation, corporation created under Chapter 504 of the *Texas Local Government Code* (formerly Article 5190.6, Section 4A, Texas Rev. Civ. Stat.).

The Issuer is a duly constituted authority acting on behalf of the City of Wylie, Texas, for purposes of federal tax law related to the issuance of tax exempt bonds pursuant to Revenue Ruling 57-187. Reference is made to the following chart which shows the requirements of Revenue Ruling 57-187, and those provisions of the *Texas Local Government Code* regarding the Issuer which meet such requirements:

57-187 requires:

Governmental body approving incorporation	504.003
Specific law, not just nonprofit act	Chpt. 504
Board elected by governmental body	504.051(b)
General “project” powers	504.151
City not liable on debt	501.207
Both the board and its bonds are exempt from state tax	501.075
Nonprofit	501.053(a)
No earnings inure to any private person	501.053
Property to city on dissolution	505.354

The Issuer hereby certifies that the following are its reasonable expectations as of the Issue date of the Issue regarding the amount and use of the gross proceeds of the issue. The section on “Rebate” is not based on reasonable expectations but on the actual facts that occur with regard to the Issue, and is included solely to help the Issuer determine its rebate liability, if any.

1. What is the Issue?

(a) The Issue is not to be aggregated with any other issue. There is no other issue of obligations being sold at substantially the same time, pursuant to the same plan of financing, and reasonably expected to be payable from substantially the same source of funds. [Reg. 1.150-1(c)]

(b) No other issue of obligations will be, or has been, sold by the Issuer within fifteen (15) days of the date of sale of the Issue. [Reg. 1.150-1(c)(i)]

2. Proceeds of the Issue and How They Are Used.

(a) The following are the proceeds of the issue:¹

(1)	Sale Proceeds [Reg. 1.148-1(b)]	\$8,108,000.00
(2)	Investment Proceeds [Reg. 1.148-1(b)]	\$0
(3)	Transferred Proceeds [Reg. 1.148-1(b)]	\$0
(4)	Replacement Proceeds [Reg. 1.148-1(c)]	\$0

“Replacement proceeds” are included in determining “gross proceeds.”

(b) The proceeds are to be used as follows:

(1) \$108,000 is to be used to pay costs of issuance.

(2) \$0 of the proceeds are to be deposited into a bona fide debt service fund. Payments of the Issue shall be used to achieve a proper matching of such payment with principal and interest payments due on the Issue during each year, to be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on such fund for the immediately preceding bond year or (ii) 1/12th of the principal and interest payments on the issue for the immediately preceding bond year. [Reg. 1.148-1(b)]

(3) \$0 is to be placed in a reserve fund, reasonably expected to be used directly or indirectly to pay principal or interest on the issue. [Reg. 1.148-1(c)(2)] [There is no reserve fund.]

¹As further defined in Section 5(d) hereof.

(4) \$8,000,000.00 is to be deposited into the Special Services or Incentives Fund to finance the construction of improvements to City infrastructure including without limitation the City's road system, water and wastewater systems and gas lines, as permitted under the Act (the "Project"), of the City of Wylie, Texas (the "City").

The amounts received from the sale of the Issue or from the investment thereof do not exceed the anticipated costs of acquiring the Project, and the costs of issuing the Issue.

3. Issue Not a Private Activity Bond. The project financed with the proceeds of the note will be owned and operated by the Issuer. The sole users of the proceeds of the Issue will be the Issuer, the City and members of the public. There is no management contract for the Project and the City will manage the Project. No person has any obligation whatsoever in regard to repayment of the Issue other than the Issuer. In particular:

(a) Not more than ten percent (10%) of the proceeds of the Issue are to be used for any private business use, being a trade or business carried on by any person other than a governmental unit. [Section 141(b)(1) and 141(b)(6)] For purpose of this section, any activity carried on by any person other than a natural person shall be treated as a trade or business. [Section 141(b)(6)(B)]

(b) The project is not being leased to anyone or being occupied by anyone other than the Issuer.

(c) The payment of the principal of, or the interest on, more than ten percent (10%) of the proceeds of the Issue is not directly or indirectly secured by any interest in property used or to be used for any private business use, payments in respect of such property, or to be derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use. The payment of principal and interest shall be paid solely from the sales tax revenues of the Issuer. [Section 141(b)(2)]

(e) Not more than five percent (5%) of the proceeds of the Issue are to be used for any unrelated private business use, or any disproportionate business use. [Section 141(b)(3)]

(f) Not more than the lesser of (i) five percent (5%) of the proceeds of the Issue, or (ii) \$5,000,000 are being used to make loans to persons other than governmental units. [Section 141(c)]

(g) There is no private business that has a special legal entitlement to beneficial use of the Project (Reg. 1.141-3(b)(7)(i)).

(h) There is no special economic benefit derived by any private business from use of the Project (Reg. 1.141-3(b)(7)(ii)).

(Examples of special economic benefit include (i) a functional relationship or physical proximity of the Project to other private business use property; (ii) a small number of private businesses receiving the special economic benefit; and (iii) the cost of the Project being depreciable by a private business.)

(i) For the project, the amount of non-permitted private business use is anticipated to be 0%.

4. General Requirements Applicable to All Tax Exempt Obligations.

(a) The Issue is not required to be in registered form, being a Note which may only be sold to financial institutions and not sold or offered for sale to members of the general public. [Section 149(a)]

(b) The Issue is not federally guaranteed. In particular, (i) payment of the principal or interest with respect to such Issue is not guaranteed, either directly or indirectly, in whole or in part by the United States or any agency or instrumentality thereof; (ii) five percent (5%) or more of the proceeds of the Issue are not to be used in making loans the payment of principal or interest with respect to which are to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof; and (iii) five percent (5%) or more of the proceeds of the Issue are not to be invested, directly or indirectly, in federally insured accounts. [Section 149(b)]

(c) The Issuer agrees to file the information reporting requirements (Form 8038-G) required by Section 149(e) no later than the 15th day of the second calendar month after the close of the calendar quarter in which the Issue are issued.

(d) The Issue is not “pooled financing bonds.” Not more than \$5,000,000 of the proceeds of the Issue are reasonably expected at the time of issuance to be used (or are intentionally used) directly or indirectly to make or finance loans to two or more ultimate borrowers. [Section 149(f)]

(e) The Issue is not a hedge bond. The Issuer reasonably expects that eighty-five percent (85%) of the spendable proceeds of the Issue will be used to carry out the governmental purposes of the Issue within the three (3) year period beginning on the date the Issue is issued, and not more than fifty percent (50%) of the proceeds of the issue are invested in non-purpose investments having a substantially guaranteed yield for four (4) years or more. [Section 149(g)]

5. Issue Not Arbitrage Bonds.

(a) Issue Price.

The “Issue price” of the Issue, being the price paid for the Issue in a privately placed sale is \$8,108,000.00. [Section 148(h); Reg. 1.148-1(b)], see Issue Price Certificate of Purchaser attached hereto as Exhibit A.

(b) Yield. The “yield” on the Issue, being the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal, interest and fees for qualified guarantees on the Issue, and amounts reasonably expected to be paid as fees for qualified guarantees on the Issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Bonds, of the issue as of the issue date is 4.9070 per annum. [Reg. 1.148-4(a) and (b)]

(c) What Is “Materially Higher” Yield? The amount by which yield on the acquired obligations (i.e., those in which the gross proceeds of the Issue are invested) may exceed the yield on the Issue is 1/8th of one percent (1%). [Reg. 1.148-2(d)(2)(i)]. For replacement proceeds, “Materially higher” means 1/1000 of one percent (1%). [Reg. 1.148-2(d)(2)(ii)]

(d) What Are the “Gross Proceeds” Subject to Arbitrage Restriction? [Reg. 1.148-2(a)]

(1) Sale Proceeds of the Issue, being all amounts actually or constructively received from the sale of the Issue, including amounts used to pay costs of issuance and accrued interest are \$8,108,000.00. [Reg. 1.148-1(b)]

(2) Transferred Proceeds. This is not a refunding so there are no transferred proceeds. [Reg. 1.148-9]

(3) Investment Proceeds, being all amounts actually or constructively received from investing proceeds of an Issue, are estimated to be \$0. [Reg. 1.148-1(b)]

(4) Replacement Proceeds, being amounts that have a sufficient direct nexus to the issue or the governmental purpose of the Issue to conclude that such amounts would have been used for the governmental purpose of the Issue if the Issue were not used or to be used for such purpose, are \$0. [Reg. 1.148-1(c)] Such amounts include all sinking funds, pledge funds or other such funds held by or derived from a “substantial beneficiary of the issue,” to the extent reasonably expected to be used, [Id.] for example:

(i) debt service funds (payments are only made on the Note when due)

(ii) redemption funds (none)

(iii) reserve funds (none)

(iv) funds which are pledged directly or indirectly to pay principal or interest on the issue. (none)

Mere availability or preliminary earmarking of amounts to fund the Project do not, in themselves, establish sufficient nexus to cause those amounts to be replacement proceeds.

There are no negative pledges related to the Issue. No amounts are pledged to pay principal or interest on the Issue and held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of the holders of the Issue. [Reg. 1.148-1(c)(3)(ii)]

The Issue is not outstanding too long, thereby giving rise to “other replacement proceeds” under Reg. 1.148-1(c)(4). The weighted average maturity of the Issue does not exceed 120% of the average reasonably expected economic life of the Project.

(e) The Issuer hereby represents that none of the gross proceeds of the Issue are reasonably expected to be invested in materially higher yield “investment type property” other than as part of a reasonably required reserve or replacement fund or for a “Temporary Period” as defined below.

(1) Reserve Fund. [See Reg. 1.148-2(f)] There is no reserve fund for the Issue.

(2) Bona Fide Debt Service Fund. Payments on the Note will only be made when due.

(3) Proceeds of the Note will be used at closing to finance the purchase of the project.

(f) No Overissuance or Other Abusive Device. The Issuer certifies it has taken no action to enable it to exploit the difference between taxable and tax-exempt interest rates to obtain a material financial advantage, or to overburden the tax-exempt bond market. [Reg. 1.148-10(a)(2)] In particular, the Issuer has not issued a larger Issue, issued the Issue earlier, or allowed the Issue to stay outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Issue, based on all the facts and circumstances. [Reg. 1.148-10(a)(4)] The proceeds of the Bonds are not reasonably expected to exceed by more than a “minor portion” (the lesser of 5% of the sale proceeds or \$100,000) the amount necessary to accomplish the governmental purposes of the Issue. [Id.; Reg. 1.148-2(g)]

6. Rebate. To the extent required by applicable law, the Issuer agrees to rebate to the United States of America the excess of amounts earned on all non-purpose investments over the amounts that would have been earned if those investments had a yield equal to the yield on the Issue, plus any income attributable to such excess. [Section 148(f), Reg. 1.148-3(a) and (b)]

7. Miscellaneous.

(a) The Issuer is executing and delivering this Certificate pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 as amended to the date hereof, and Treasury Regulations Sections 1.103-13, 1.103-14, 1.103-15, 1.148-0 through 1.148-11, 1.149(d)-1, and 1.150-1 (the “Regs”). The Issuer hereby elects to apply the Regs to the Issue.

(b) This Certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Issue against the payment by the initial purchasers thereof. On the basis of such facts and estimates, I expect that the future events described herein will occur. To the best of my knowledge and belief, the expectations set forth herein are reasonable.

(c) No receipts from the sale of the Issue or amounts received from the investment thereof will be used to pay the principal of or interest on any presently outstanding obligations of the Issuer other than the Issue.

(d) Approximately \$0 of the proceeds of the Note will be used to reimburse the Issuer for Project expenditures made by it from its own funds prior to the date hereof. With respect to such reimbursement, if any, the Issue adopted an official intent for the original expenditures (except possibly for “preliminary expenditures” as defined in section 1.150-2(f)(2) of the Regulations) not later than 60 days after payment of the original expenditures, and a copy of the Issuers official intent is attached to this No Arbitrage and Tax Certificate. Except for expenditures meeting the preliminary expenditures exception set forth in section 1.150-2(f)(2) of the Regulations, the Note is being issued and the reimbursement allocation is hereby being made not later than 18 months after the later of (i) the date the original expenditures were paid, or (ii) the date the Project is placed in service or abandoned. The original expenditures were capital expenditures, and in connection with this allocation, the Issuer has not employed any abusive

arbitrage device under section 1.148-10 of the Regulations to avoid the arbitrage restrictions or to avoid restrictions under section 142 through 147 of the Code.

WYLIE ECONOMIC DEVELOPMENT
CORPORATION
(THE “ISSUER”)

By: _____

Name: Demond Dawkins

Title: Board President

DATE: _____, 2022

**EXHIBIT A
ISSUE PRICE CERTIFICATE**

**\$8,108,000.00
WYLIE ECONOMIC DEVELOPMENT CORPORATION
SERIES 2022 NOTE**

CERTIFICATE OF GOVERNMENT CAPITAL CORPORATION

The undersigned, on behalf of Government Capital Corporation (the “Purchaser”), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the “Note”).

1. ***Purchase of the Note.*** On the date of this certificate, the Purchaser is purchasing the Note for the amount of \$8,108,000.00. The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

(a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the No Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Naman Howell Smith & Lee, bond counsel, in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038 G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

GOVERNMENT CAPITAL CORPORATION, as
Purchaser

By: _____

Name: _____

Dated: _____, 2022

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>Wylie Economic Development Corporation</u>		2 Issuer's employer identification number (EIN) <u>75-6000719</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<u>250 South Hwy 78</u>		<u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Wylie, Texas 75098</u>		7 Date of issue <u>July 20, 2022</u>	
8 Name of issue <u>Series 2022 Note</u>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Jason Greiner, Executive Director</u>		10b Telephone number of officer or other employee shown on 10a <u>972-442-7901</u>	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>07/20/2042</u>	<u>\$ 8,108,000.00</u>	<u>\$ 8,108,000.00</u>	<u>11.61454</u> years	<u>4.80</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	<u>0</u>	<u>00</u>
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>8,108,000</u>	<u>00</u>
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>108,000</u>	<u>00</u>
25	Proceeds used for credit enhancement	25	<u>0</u>	<u>00</u>
26	Proceeds allocated to reasonably required reserve or replacement fund	26	<u>0</u>	<u>00</u>
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	<u>0</u>	<u>00</u>
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	<u>0</u>	<u>00</u>
29	Total (add lines 24 through 28)	29	<u>108,000</u>	<u>00</u>
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>8,000,000</u>	<u>00</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Signature of issuer's authorized representative	_____ Date	► Demond Dawkins, President Type or print name and title
--	---------------	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. _____			

CERTIFICATE REGARDING PARITY DEBT

I the undersigned officer hereby certify as follows with regard to anyone interested in the \$8,108,000 Wylie Economic Development Corporation ("EDC") Series 2022 Promissory Note dated July 20, 2022 (the "Series 2022 Note") now in the process of issuance:

1. According to the books and records of the EDC, the EDC's net revenues for the previous 24 months, prior to incurring the Series 2022 Note, are at least 1.15 times the annual debt service payments due on (i) the Series 2022 Note and (ii) any other now outstanding Existing Parity Indebtedness of the EDC.

2.

SIGNED to be effective as of the ____ day of _____, 2022

By: _____

Name: Demond Dawkins

Title: Board President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____
(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, an appointment to the Animal Shelter Advisory Board to fill a board vacancy for a term to begin July 1, 2022 and end June 30, 2024.

Recommendation

Motion to appoint _____ to the Animal Shelter Advisory Board to fill a board vacancy for a term to begin July 1, 2022 and end June 30, 2024.

Discussion

Article 8, Section 1A of the City Charter authorizes the City Council to appoint members to serve on boards, commissions and committees to help carry out the functions and obligations of the City and to make recommendations to the City Council. The City Council has prescribed the purpose, composition, function, duties, accountability, and the tenure of each board, commission, and committee.

Mayor *pro tem* Jeff Forrester currently serves in this role on the Animal Shelter Advisory Board.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2022-49 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages) to add Section 10-22 to authorize extended hours for the sale or delivery of alcoholic beverages in accordance with Chapter 105 of the Texas Alcoholic Beverage Code.

Recommendation

Motion to approve Item as presented.

Discussion

Staff has received various inquiries over the years regarding extended alcohol sales hours at restaurants and other businesses such as gas stations. (In cities and counties that have “extended hours,” certain types of alcoholic beverages can be sold, delivered and/or consumed between the hours of midnight and 2 a.m. under rules enforced by the Texas Alcoholic Beverage Code.) In past conversations with TABC they have opined that to allow extended sale hours in Wylie, the City Council must adopt an ordinance. With the 2020 federal census being complete, Dallas and Collin Counties exceed the 800,000 population mark as stated in subsection (c) below, which would then allow extended sale hours under state law without an ordinance. With Wylie being located in two counties that fall under that criteria and one county that does not, TABC declined to offer guidance on whether extended hour sales would be allowed in the portions of Wylie located in Dallas and Collin Counties, but not Rockwall County, without an ordinance passed by Council. Attached is an ordinance for Council review and consideration. Approval of this ordinance would allow extended hours for sale, delivery and/or consumption within the City limits, subject to TABC rules and regulations.

Chapter 105, Sections 105.03, 105.05, and 105.06 of the Texas Alcoholic Beverage Code state:

HOURS OF SALE: MIXED BEVERAGES.

- (a) No person may sell or offer for sale mixed beverages at any time not permitted by this section.
- (b) A mixed beverage permittee may sell and offer for sale mixed beverages between 7 a.m. and midnight on any day except Sunday. On Sunday he may sell mixed beverages between midnight and 1:00 a.m. and between 10 a.m. and midnight, except that an alcoholic beverage served to a customer between 10 a.m. and 12 noon on Sunday must be provided during the service of food to the customer.
- (c) In a city or county having a population of 800,000 or more, according to the last preceding federal census, or 500,000 or more, according to the 22nd Decennial Census of the United States, as released by the Bureau of the Census on March 12, 2001, a holder of a mixed beverage permit who holds a retailer late hours certificate may also sell and offer for sale mixed beverages between midnight and 2 a.m. on any day.
- (d) In a city or county other than a city or county described by Subsection (c), the extended hours prescribed in Subsection (c) are effective for the sale of mixed beverages and the offer to sell them by a holder of a mixed beverage permit who holds a retailer late hours certificate:
 - (1) in the unincorporated areas of the county if the extended hours are adopted by an order of the commissioner's court; and

(2) in an incorporated city or town if the extended hours are adopted by an ordinance of the governing body of the city or town.

(e) A violation of a city ordinance or order of a commissioner's court adopted pursuant to Subsection (d) of this section is a violation of this code.

HOURS OF SALE: MALT BEVERAGES.

(a) A person may sell, offer for sale, or deliver malt beverages only at a time permitted by this section.

(b) A person may sell, offer for sale, or deliver malt beverages between 7 a.m. and midnight on any day except Sunday. On Sunday a person may sell malt beverages between midnight and 1:00 a.m. and between noon and midnight, except that:

(1) permittees or licensees authorized to sell for on-premise consumption may sell malt beverages between 10:00 a.m. and noon if the malt beverages are served to a customer during the service of food to the customer; and

(2) holders of a retail dealer's on-premise license or a retail dealer's off-premise license may also sell malt beverages for off-premise consumption between 10:00 a.m. and noon.

(c) In a city or county having a population of 800,000 or more, according to the last preceding federal census, or 500,000 or more, according to the 22nd Decennial Census of the United States, as released by the Bureau of the Census on March 12, 2001, a holder of a retail dealer's on-premise license who holds a retailer late hours certificate may also sell, offer for sale, and deliver malt beverages between midnight and 2 a.m. on any day.

(d) In a city or county other than a city or county described by Subsection (c), the extended hours prescribed in Subsection (c) or any part of the extended hours prescribed in Subsection (c) are effective for the sale, offer to sell, and delivery of malt beverages by a holder of a retail dealer's on-premise license who holds a retailer late hours certificate:

(1) in the unincorporated areas of the county if the extended hours are adopted by an order of the commissioner's court; and

(2) in an incorporated city or town if the extended hours are adopted by an ordinance of the governing body of the city or town.

(e) A violation of a city ordinance or order of a commissioner's court adopted pursuant to Subsection (d) is a violation of this code.

HOURS OF CONSUMPTION.

(a) In this section:

(1) "Extended hours area" means an area subject to the extended hours of sale provided in Section 105.03 or 105.05 of this code.

(2) "Standard hours area" means an area which is not an extended hours area.

(a-1) For the purposes of this section, a licensed or permitted premises is a public place.

(b) Except as provided by Subsection (f), in a standard hour's area, a person commits an offense if the person consumes or possesses with intent to consume an alcoholic beverage in a public place at any time on Sunday between 1:15 a.m. and 12 noon or on any other day between 12:15 a.m. and 7 a.m.

(c) Except as provided by Subsection (f), in an extended hours area, a person commits an offense if the person consumes or possesses with intent to consume an alcoholic beverage in a public place at any time on Sunday between 2:15 a.m. and 12 noon and on any other day between 2:15 a.m. and 7 a.m.

(d) Proof that an alcoholic beverage was possessed with intent to consume in violation of this section requires evidence that the person consumed an alcoholic beverage on that day in violation of this section.

(e) An offense under this section is a Class C misdemeanor.

(f) A person who is a registered guest of a hotel may consume or possess alcoholic beverages in the hotel bar, as defined by Section 105.091, at any time.

ORDINANCE NO 2022-49

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 10 (ALCOHOLIC BEVERAGES), TO ADD SECTION 10-22 TO AUTHORIZE EXTENDED HOURS FOR THE SALE OR DELIVERY OF ALCOHOLIC BEVERAGES IN ACCORDANCE WITH CHAPTER 105 OF THE TEXAS ALCOHOLIC BEVERAGE CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A CRIMINAL PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. That Chapter 10 of the Code of Ordinances of the City of Wylie, Texas be and the same is hereby amended in part to add section 10-22, to read as follows:

“Sec. 10-22. Extended Hours.

The City hereby adopts extended hours for the sale or delivery of alcoholic beverages pursuant to Texas Alcoholic Beverage Code, Sections 105.03(d) and 105.05(d), such that the holder of a retailer late hours certificate issued by the Texas Alcoholic Beverage Commission may sell, offer for sale and/or deliver alcoholic beverages between midnight and 2:00 a.m. on any day, subject to compliance with applicable law.”

SECTION 2. That all provisions of the ordinances of the City of Wylie in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other provisions of the ordinances of the City of Wylie not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudicated or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That any offense committed before the effective date of this Ordinance is governed by the prior law and provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former laws continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Wylie as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and publication of caption as a law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on the 12th day of July 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: July 20, 2022 in the Wylie News



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Discuss proposed development of 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road.

Recommendation

Discussion

The applicant has submitted a presentation and requests a work session to discuss the proposed development of 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road, commonly known as the Monroe Property.

MONROE FARMS

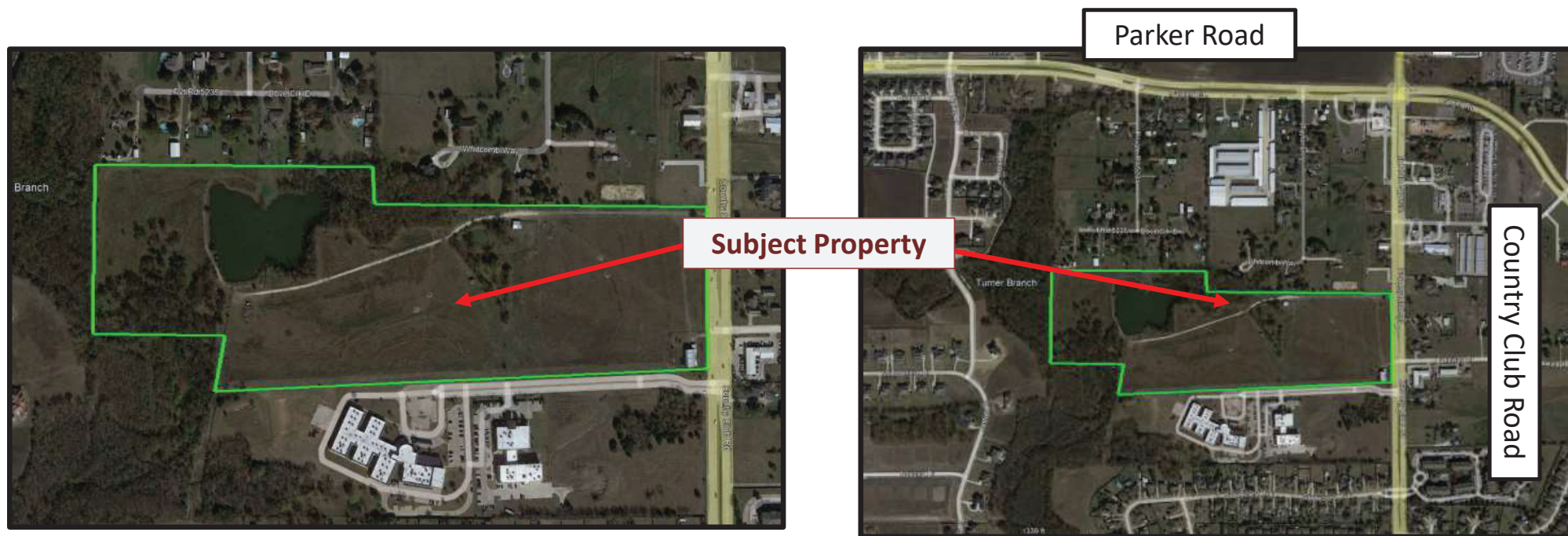
City Council Work Session

July 12, 2022

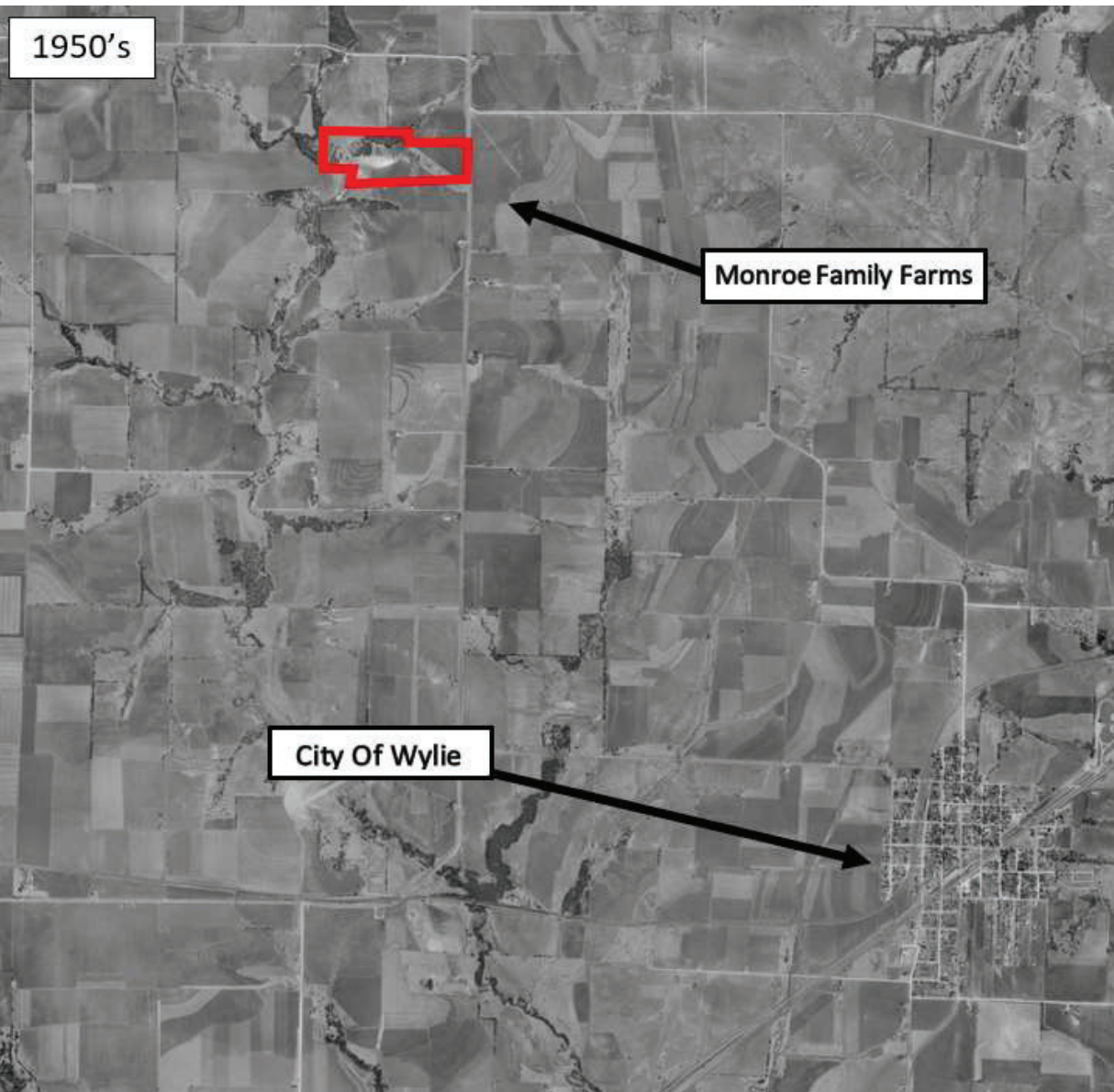


Subject Property

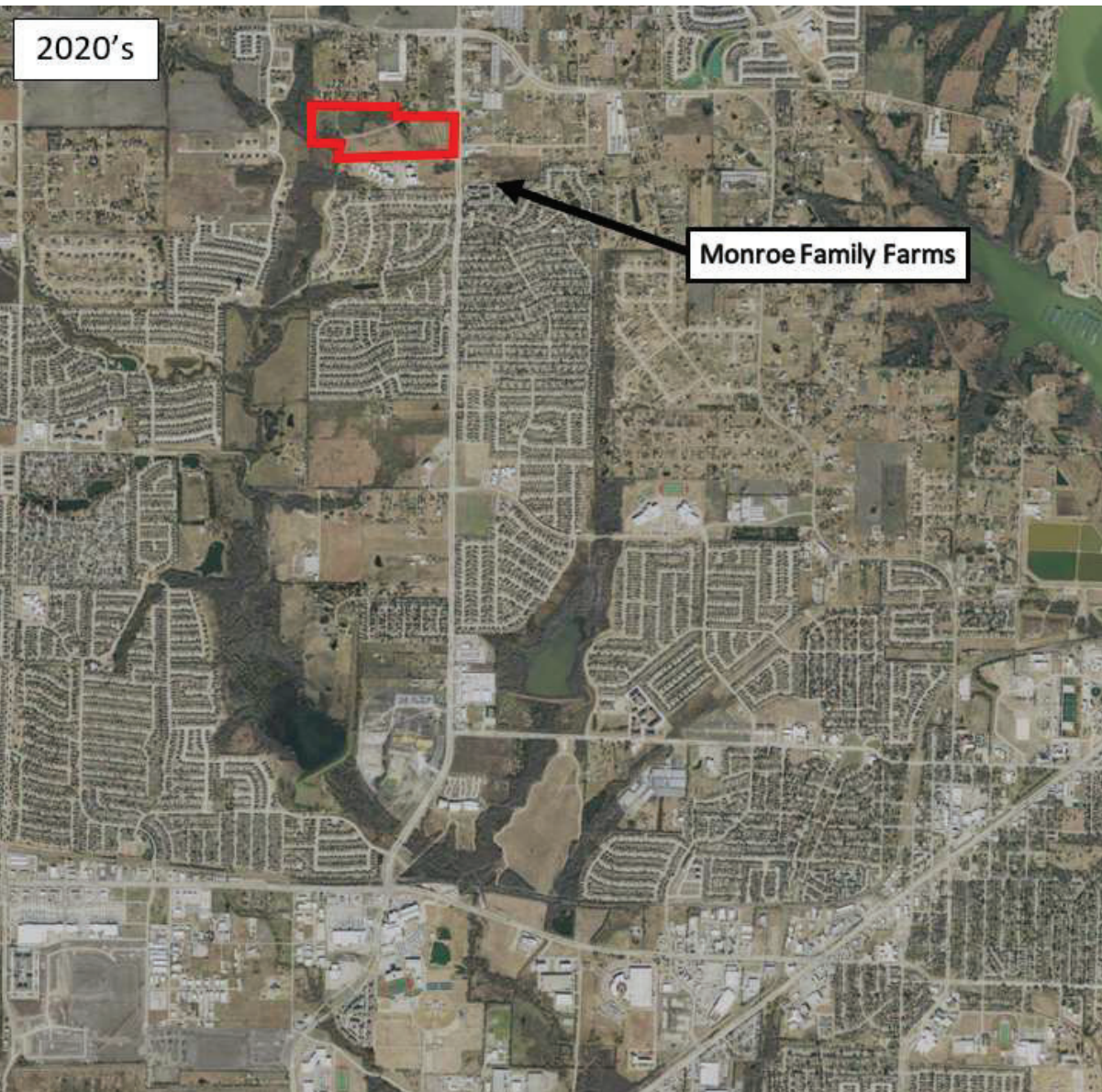
Subject Property Location



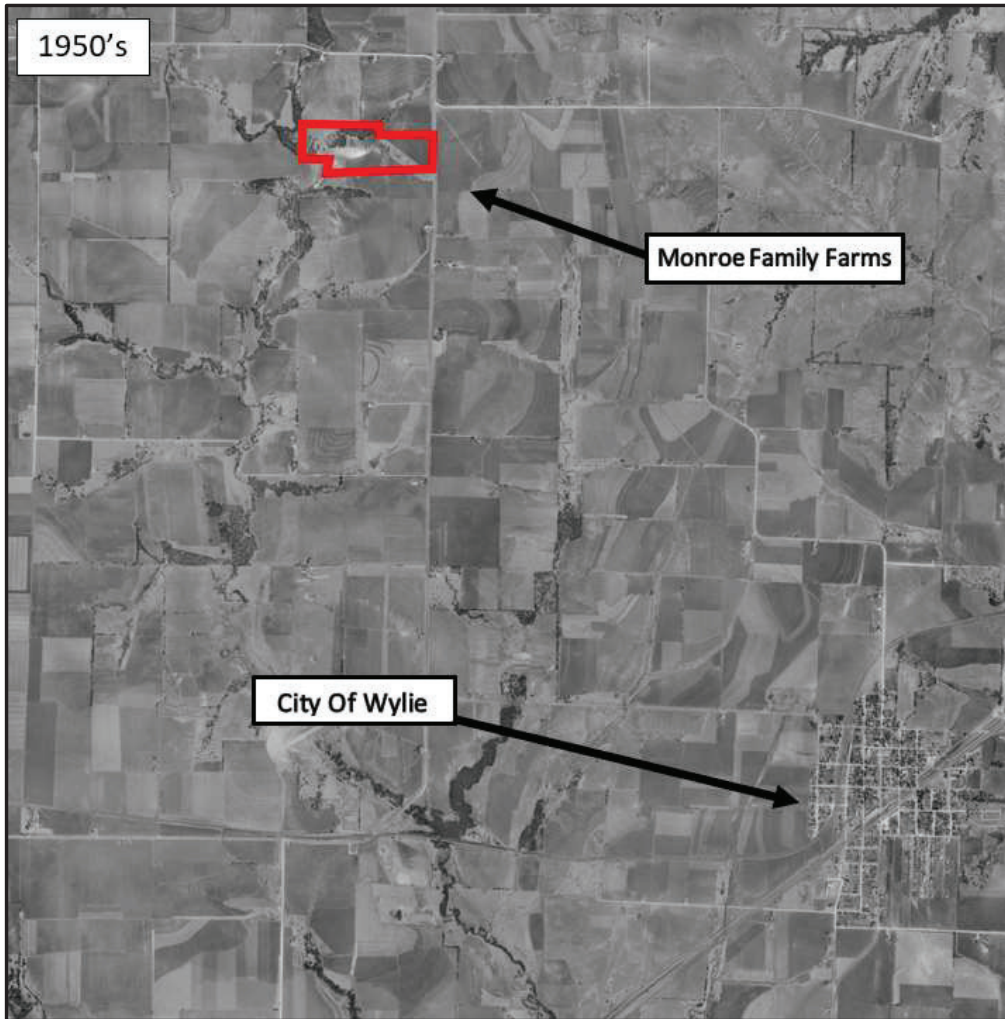
History Of The Monroe Family Farm



- The Monroe's father purchased the property on a G.I. Bill after WWII in the 1950's
- 1950's Wylie, TX Population – Approximately 1,295

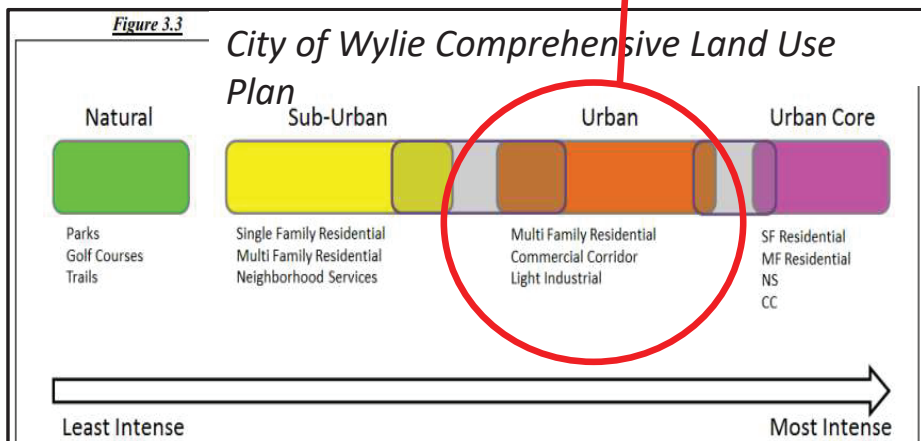
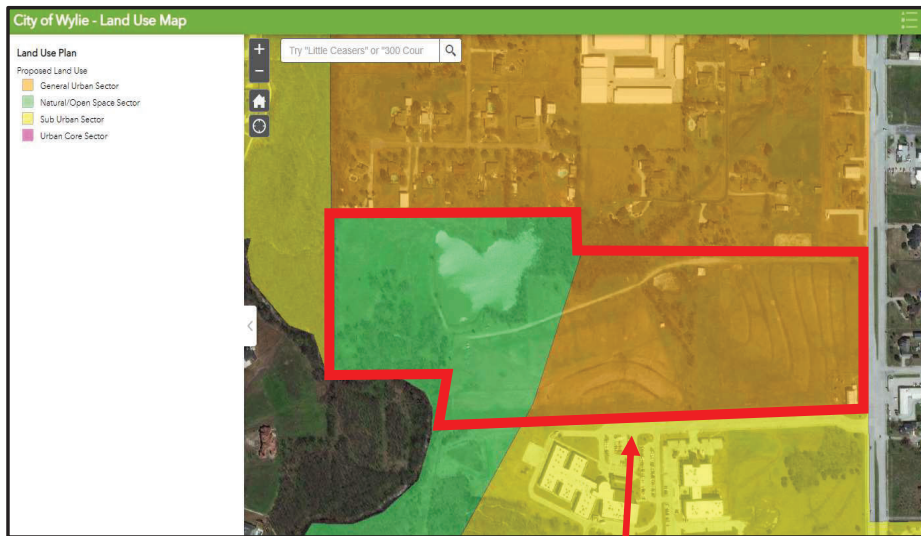


- The property has been in the Monroe's family for over 70 years
- Current Wylie, TX Population – Approximately 59,259



Previous Zoning History

Previous Zoning History



- **2019 – Under Contract to Multi-Family Developer**
 - Multi-Family Development with Parkland Dedication
 - Approved by Parks Board & Planning and Zoning Commission
 - Denied by City Council
- **2020 – Under Contract to For-Rent Townhome Developer**
 - For-Rent Townhome Development with Parkland Dedication
 - Approved by Parks Board & Planning and Zoning Commission
 - Denied by City Council

Current Zoning History

Issues Discussed & Resolved



Issues Discussed & Resolved

Issues:

- Monroe Lake
- Water Service & CCN Exchange
- Secondary Access

Current Zoning History



■ 2021 to Present –

- Single-Family Development with Parkland Dedication
- Approved by Parks & Recreation Board at 2 Meetings
- Attended a P&Z Work session
- Attended a City Council Work Session
- Revised Development Plan Based on P&Z and City Council's Feedback
 - ☑ Increased Lot Size
 - ☑ Reduced Lot Count by 33 Lots
 - ☑ Shifted County Club Rd Entrance North
 - ☑ Increased Commercial Frontage & Shifted South
- Approved by P&Z Commission
- Denied by City Council

New Zoning Plan

New Zoning Plan

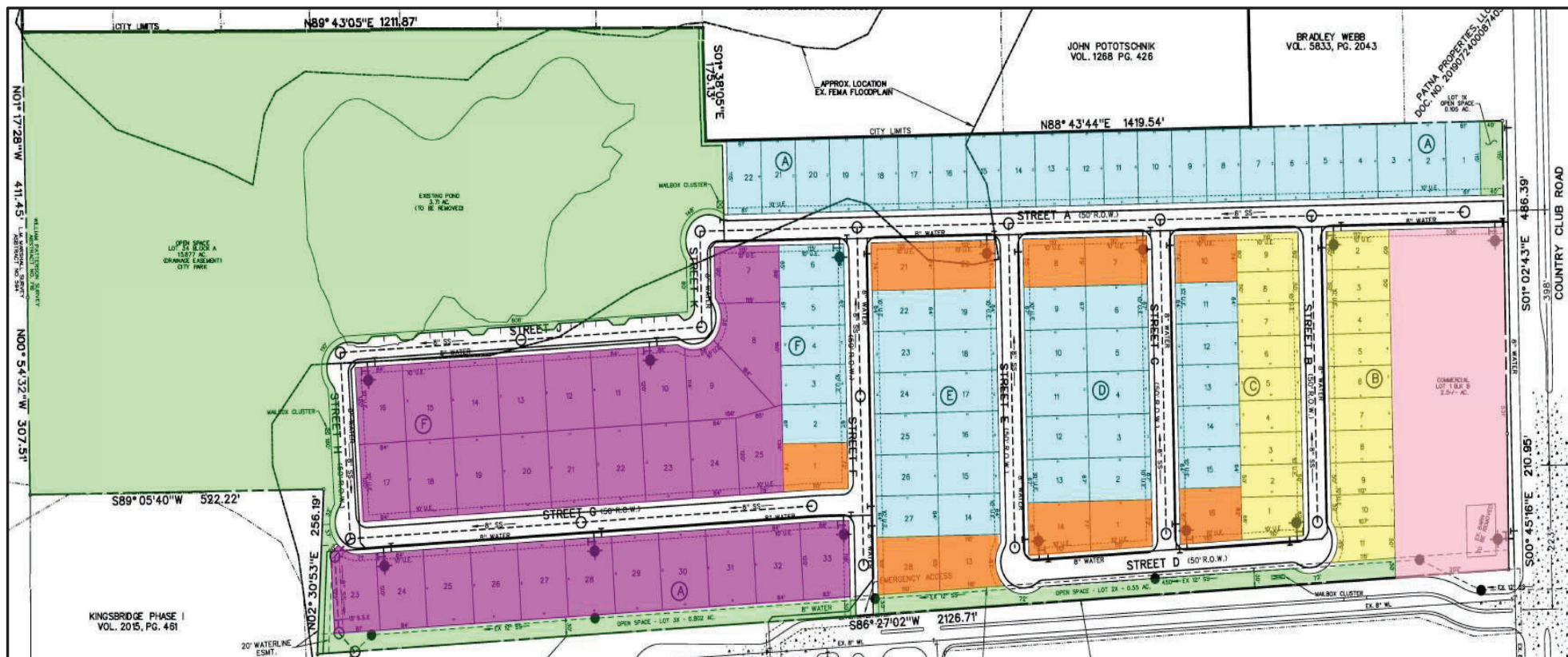


Lot Mix by Square Footage

	19 (5,500 – 7,000 SF)
	54 (7,001 – 8,000 SF)
	11 (8,001 – 9,999 SF)
	30 (10,000 SF +)

Monroe Farms – Revised Zoning Plan

- **Number of Units:** 114 Single Family Homes
- **Typical Lot Size:**
 - 50' x 110' (5,500 sf)
 - 61' x 115' (7,015 sf)
 - 84' x 120' (10,080 sf)
- +/- 2.5 Acres - Future Commercial
- +/- 15.9 Acres - Park



Lot Mix by Square Footage

- 19 (5,500 – 7,000 SF)
- 54 (7,001 – 8,000 SF)
- 11 (8,001 – 9,999 SF)
- 30 (10,000 SF +)



END



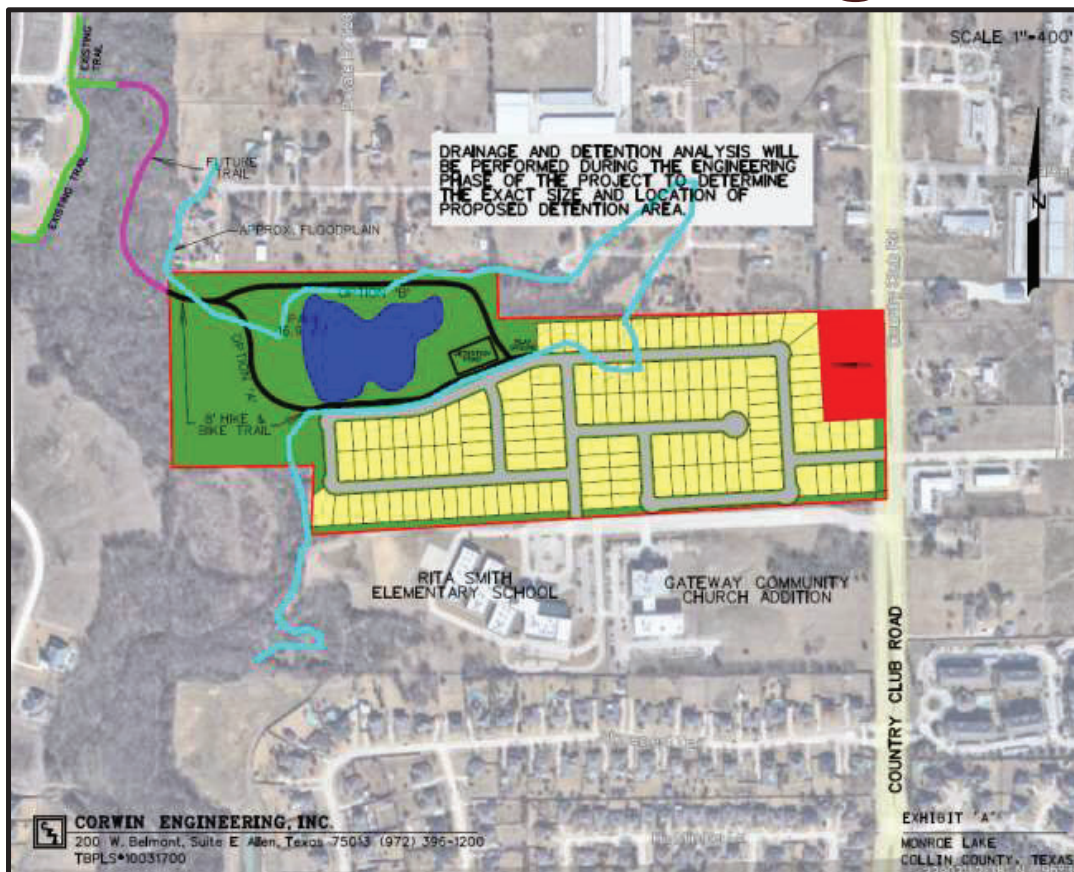
Appendices

Original Zoning Plan

Monroe Farms – Original PD Zoning Plan

- **Number of Units:** 146 Single Family Homes
- **Lot Size:** 50' x 110' (5,500 sf)
- +/- 2.09 Acres - Future Commercial
- +/- 16.9 Acres - Park

Parks & Recreation Board Meeting



Monroe Farms – Parks & Recreation Board Meeting

- Obtained Parks & Recreation Board Approval on December 13th for approximately 16.9 acres of Land and an estimated \$400,000 of improvements
- Vote was unanimous 7-0
- Discussion Points Approved at Meeting:
 - Improvements and Value of Improvements
 - Land Dedication
 - Removal of Monroe Lake

Wylie ISD Approval

Consideration for the Access Easement

- Remove the existing chain link fence and install an ornamental fence along the property line.
- Construct a sidewalk to allow students access from the property to Rita Smith Elementary School.
- Make a donation in the amount of \$20,000 to the Wylie ISD playground maintenance and equipment fund.

Monroe Farms – Secondary Access

- Obtained Wylie ISD Board approval for an executed Access Agreement & Access Easement at the 6/20 meeting
 - Vote was unanimous 6-0

P&Z Commission's Concerns

P&Z Commission's Concerns

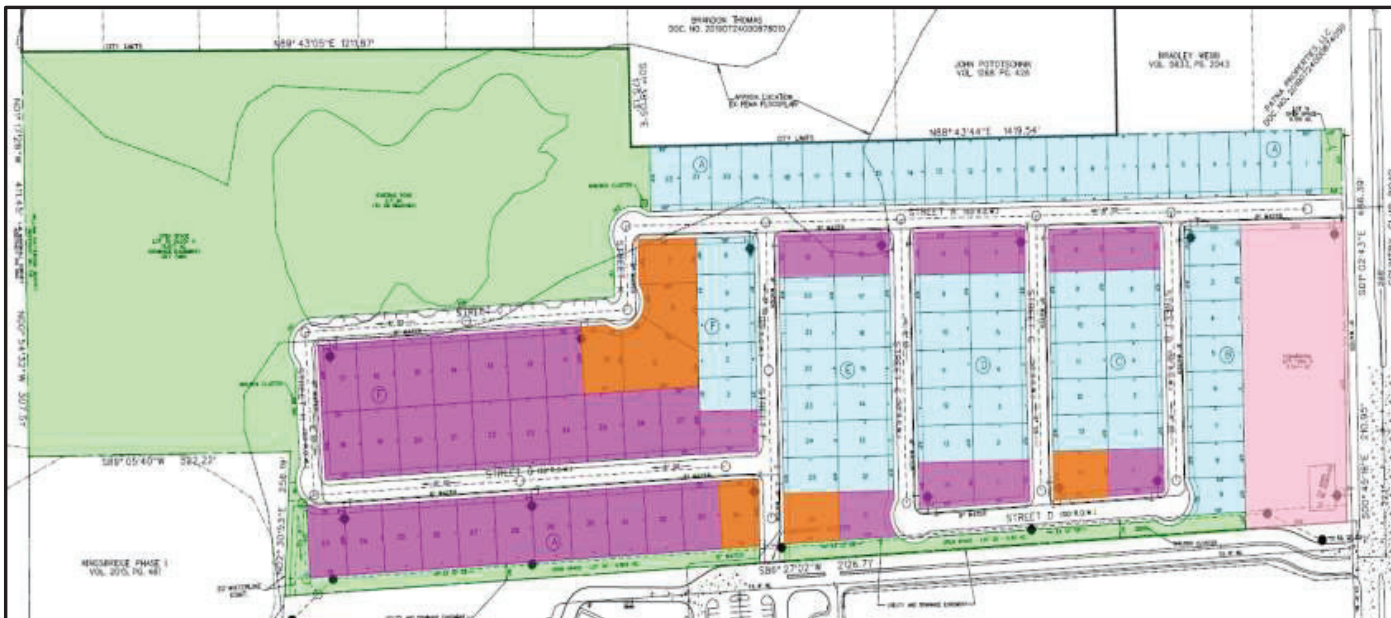
- ☐ Location of the Country Club Rd entrance too close to the School's entrance.
- ☐ Would like to see more 60' lots within the development.

City Council's Concerns

City Council's Concerns

- ☐ Location of the Country Club Rd entrance too close to the School's entrance.
- ☐ Additional Commercial frontage along Country Club Rd.
- ☐ Lot Size. Would like to see bigger lots.

Revised Zoning Plan



Lot Mix by Square Footage

- 67 (7,000 – 8,000 SF)
- 39 (8,001 – 9,000 SF)
- 7 (9,001 – 10,000 SF)

Monroe Farms – Revised Zoning Plan

- **Number of Units:** 113 Single Family Homes
- **Typical Lot Size:**
 - 80 – 62' x 113' (7,000 sf)
 - 33 – 75' x 120' (9,000 sf)
- +/- 2.5 Acres - Future Commercial
- +/- 15.9 Acres - Park

NEW PLAN

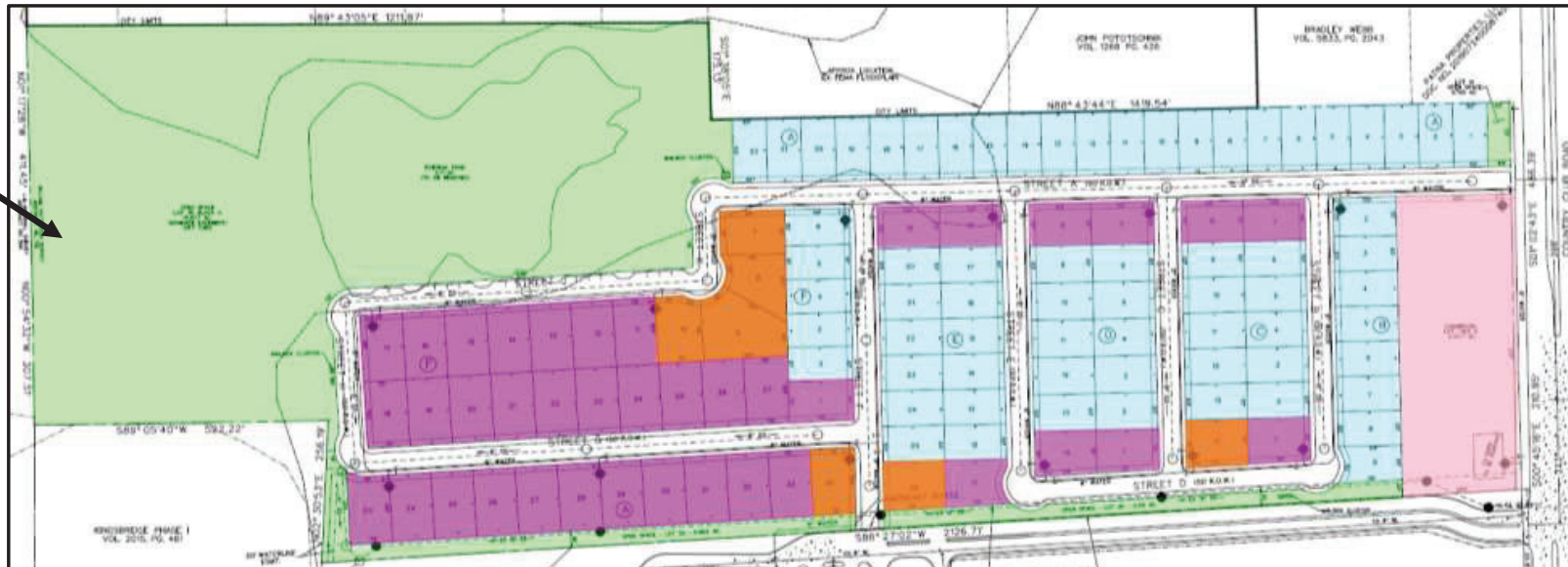
113 Lots

67 (7,000 – 8,000 SF)

39 (8,001 – 9,000 SF)

7 (9,001 – 10,000 SF)

Increased Commercial
+/- 2.5 ac

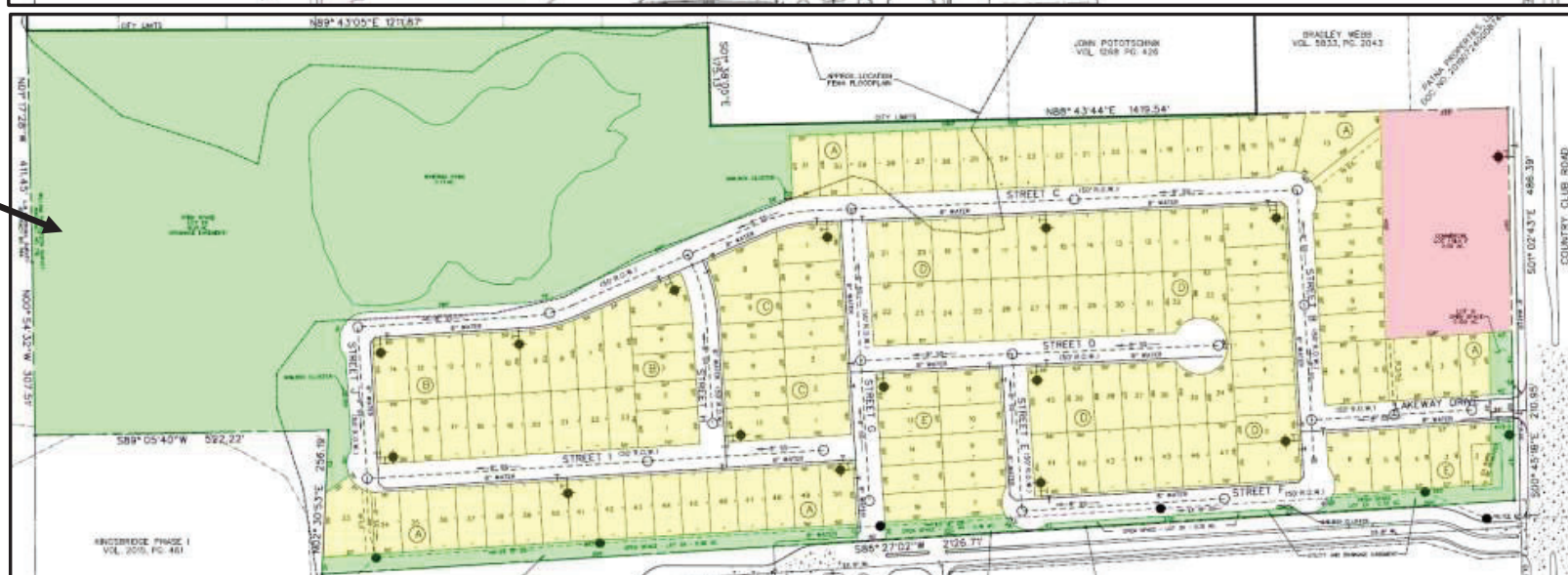


VS

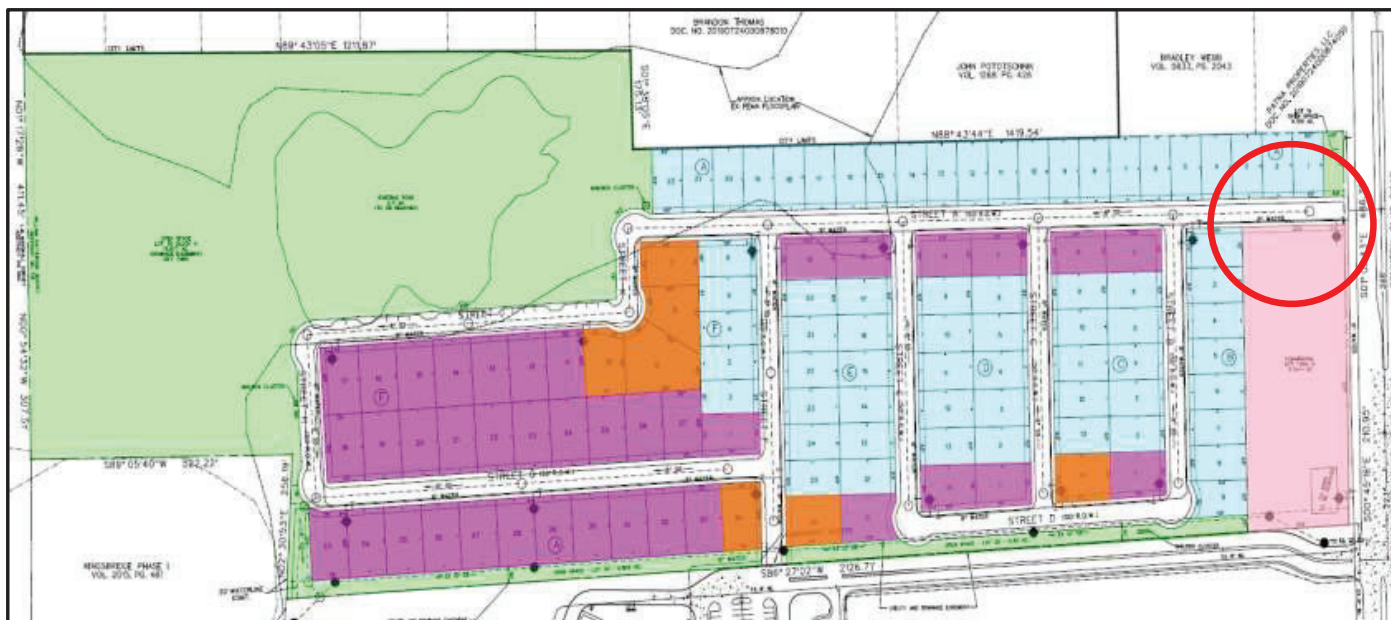
OLD PLAN

146 Lots
(5,500 SF)

Commercial
+/- 2 ac



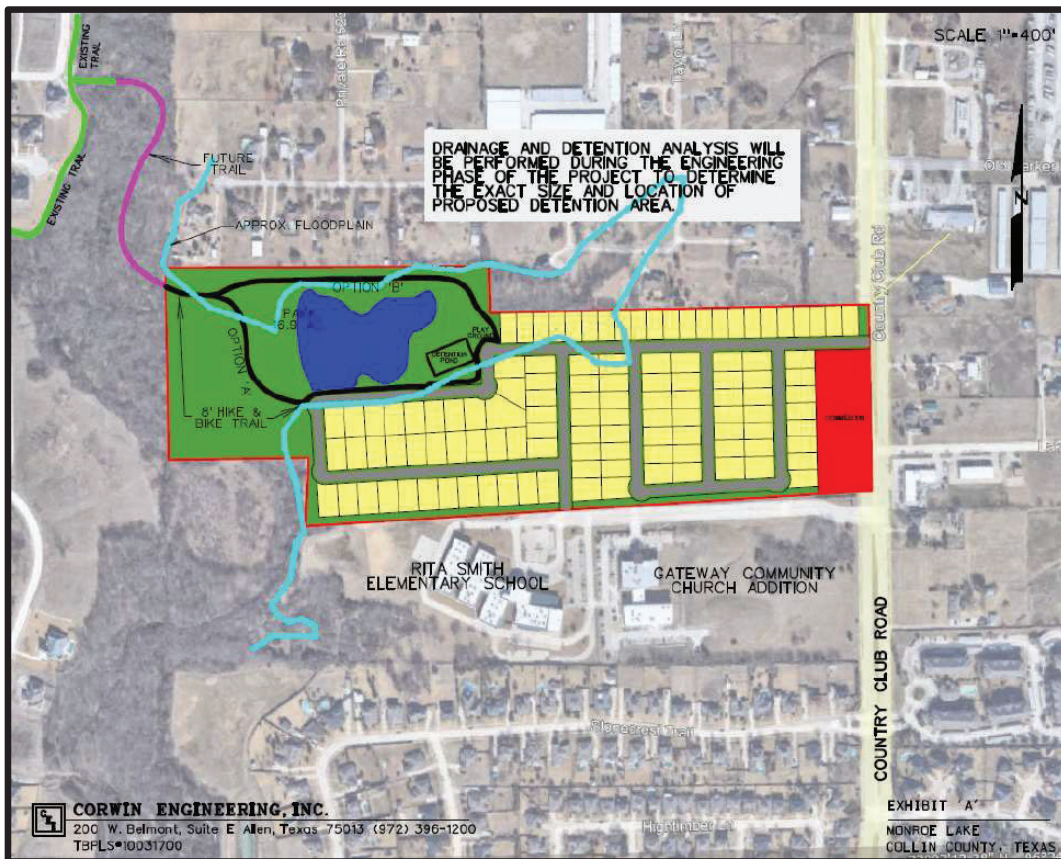
Concerns Addressed



City Council's & P&Z Commission's Concerns Addressed

- ✓ Moved the Country Club Rd entrance north and shifted the commercial south.
- ✓ Provided additional commercial frontage along Country Club Rd.
- ✓ Increased lot size from all 50' lots to a mix of 62' & 75' lots.
- ✓ Reduced the lot count by 33 Lots.

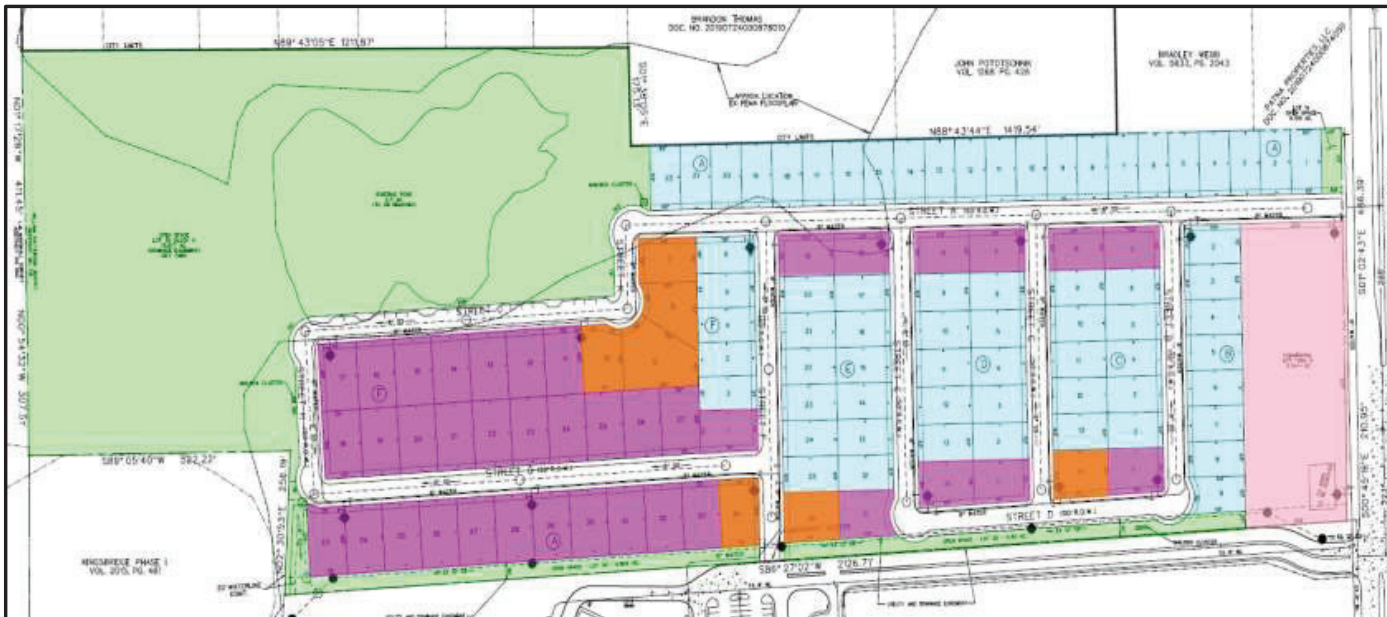
Parks & Recreation Board Meeting



Monroe Farms – Parks & Recreation Board Meeting

- Obtained Parks & Recreation Board Approval on April 13th for approximately 15.9 acres of Land, an estimated \$300,000 of improvements, and 18 parallel parking spaces.
- Vote was unanimous 4-0

Planning & Zoning Meeting



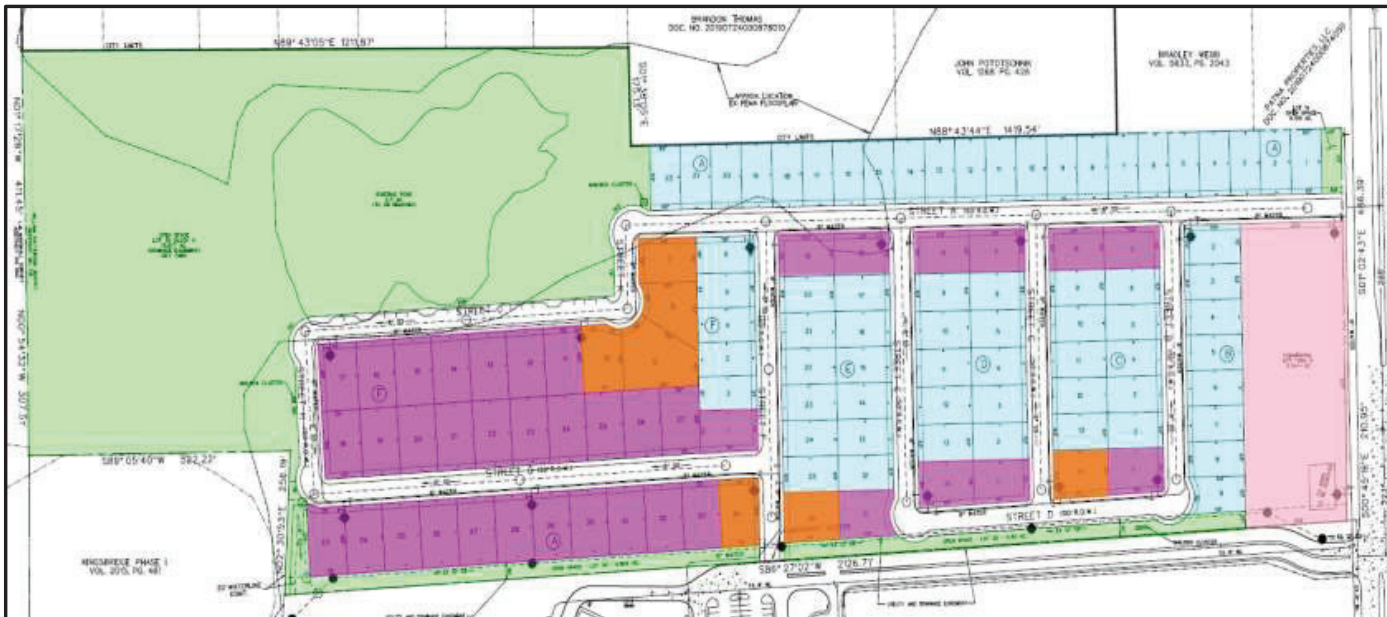
Lot Mix by Square Footage

- 67 (7,000 – 8,000 SF)
- 39 (8,001 – 9,000 SF)
- 7 (9,001 – 10,000 SF)

Monroe Farms – Planning & Zoning Meeting

- Approved by P&Z at the April 5th meeting
- With the addition of parallel parking along the park
- Vote was unanimous 6-0

City Council Meeting



Lot Mix by Square Footage

- 67 (7,000 – 8,000 SF)
- 39 (8,001 – 9,000 SF)
- 7 (9,001 – 10,000 SF)

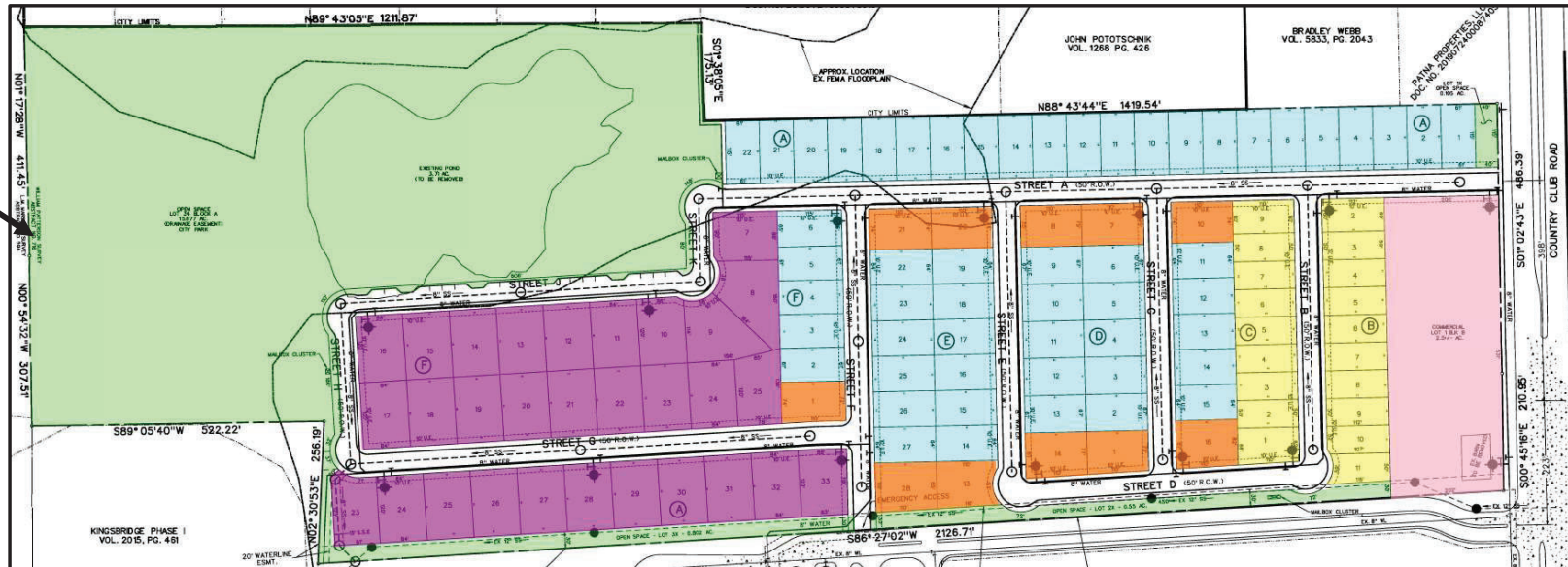
Monroe Farms – City Council Meeting

- Denied by City Council at the April 26th meeting
 - To many variances
 - Property Should be a park with commercial on the front
 - Vote was 6-1

NEW PLAN

114 Lots

- 19 (5,500 – 7,000 SF)
- 39 (7,001 – 8,000 SF)
- 7 (8,001 – 9,999 SF)
- 30 – (10,000 +)

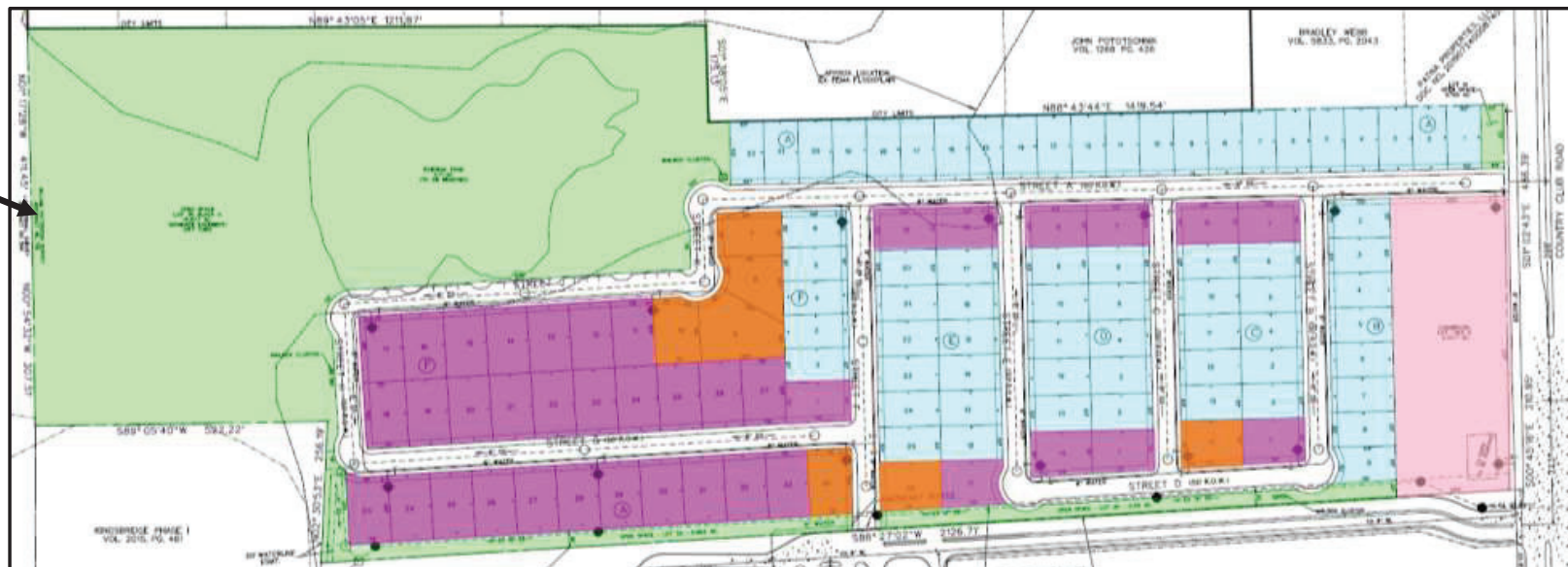


VS

OLD PLAN

113 Lots

- 67 (7,000 – 8,000 SF)
- 39 (8,001 – 9,000 SF)
- 7 (9,001 – 10,000 SF)



Emerald Vista PD Variances

	SF – 10/24	Emerald Vista – PD	Variances
Lot Size (minimum)			
Lot Area (sq. ft.)	10,000	6,325	☑
Lot Width (feet)	75	1/3 – 55 1/3 – 60 1/3 – 65	☑
Lot Width of Corner Lots (feet)	90	60	☑
Lot Depth (feet)	100	100	
Dwelling Regulations			
Maximum Square Footage	2,400	2,000	☑
Yard Requirements – Main Structures			
Front Yard (feet)	25	20	☑
Side Yard (feet)	10	5	☑
Side Yard of Corner Lots (feet)	25	10	☑
Rear Yard (feet)	25	15	☑
Lot Coverage	45%	50%	☑
Height of Structures			
Main Structure (feet)	40	40	

Birmingham Bluffs PD Variances

	SF – 10/24	Birmingham Bluffs – PD	Variances
Lot Size (minimum)			
Lot Area (sq. ft.)	10,000	5,500	✓
Lot Width (feet)	75	50	✓
Lot Width of Corner Lots (feet)	90	55	✓
Lot Depth (feet)	100	100	
Dwelling Regulations			
Maximum Square Footage	2,400	Max 20% - 1,800 Min 30% - 2,000 Min 50% - 2,200	✓
Yard Requirements – Main Structures			
Front Yard (feet)	25	20	✓
Side Yard (feet)	10	5	✓
Side Yard of Corner Lots (feet)	25	10	✓
Rear Yard (feet)	25	Min 90% - 15 Max 10% - 10	✓
Lot Coverage	45%	65%	✓
Height of Structures			
Main Structure (feet)	40	40	

Monroe Farms PD Variances

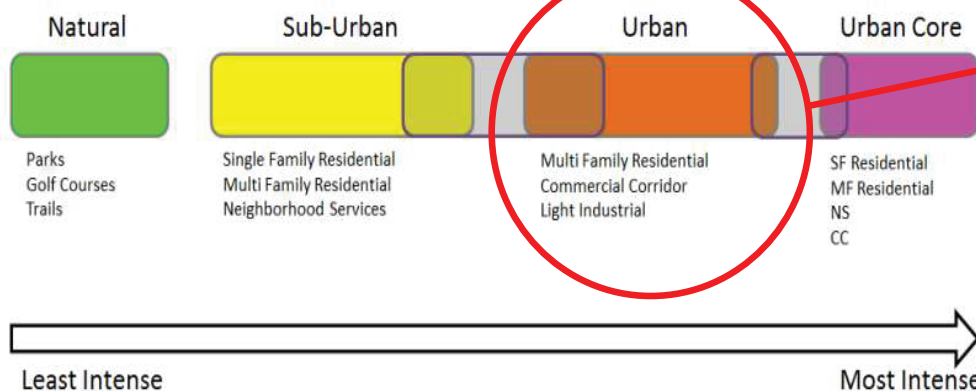
	SF – 10/24	Monroe Farms – PD	Variances
Lot Size (minimum)			
Lot Area (sq. ft.)	10,000	7,000	☑
Lot Width (feet)	75	60	☑
Lot Width of Corner Lots (feet)	90	65	☑
Lot Depth (feet)	100	100	
Dwelling Regulations			
Maximum Square Footage	2,400	Max 20% - 1,800 Min 30% - 2,000 Min 50% - 2,200	☑
Yard Requirements – Main Structures			
Front Yard (feet)	25	20	☑
Side Yard (feet)	10	5	☑
Side Yard of Corner Lots (feet)	25	10	☑
Rear Yard (feet)	25	10	☑
Lot Coverage	45%	75%	☑
Height of Structures			
Main Structure (feet)	40	36	

Current Future Land Use

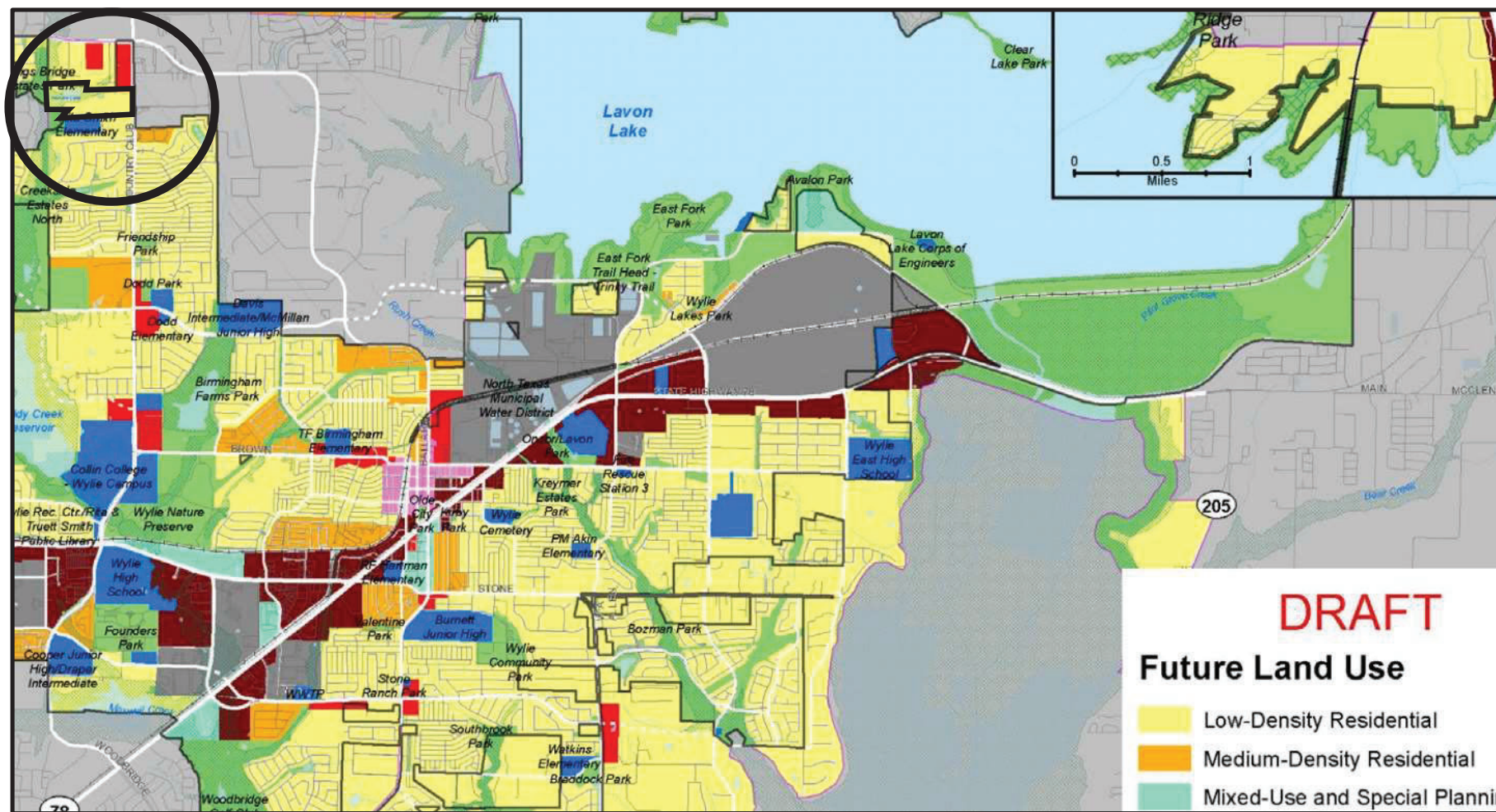


Figure 3.3

City of Wylie Comprehensive Land Use Plan



Revised New Future Land Use Draft



Representative Product



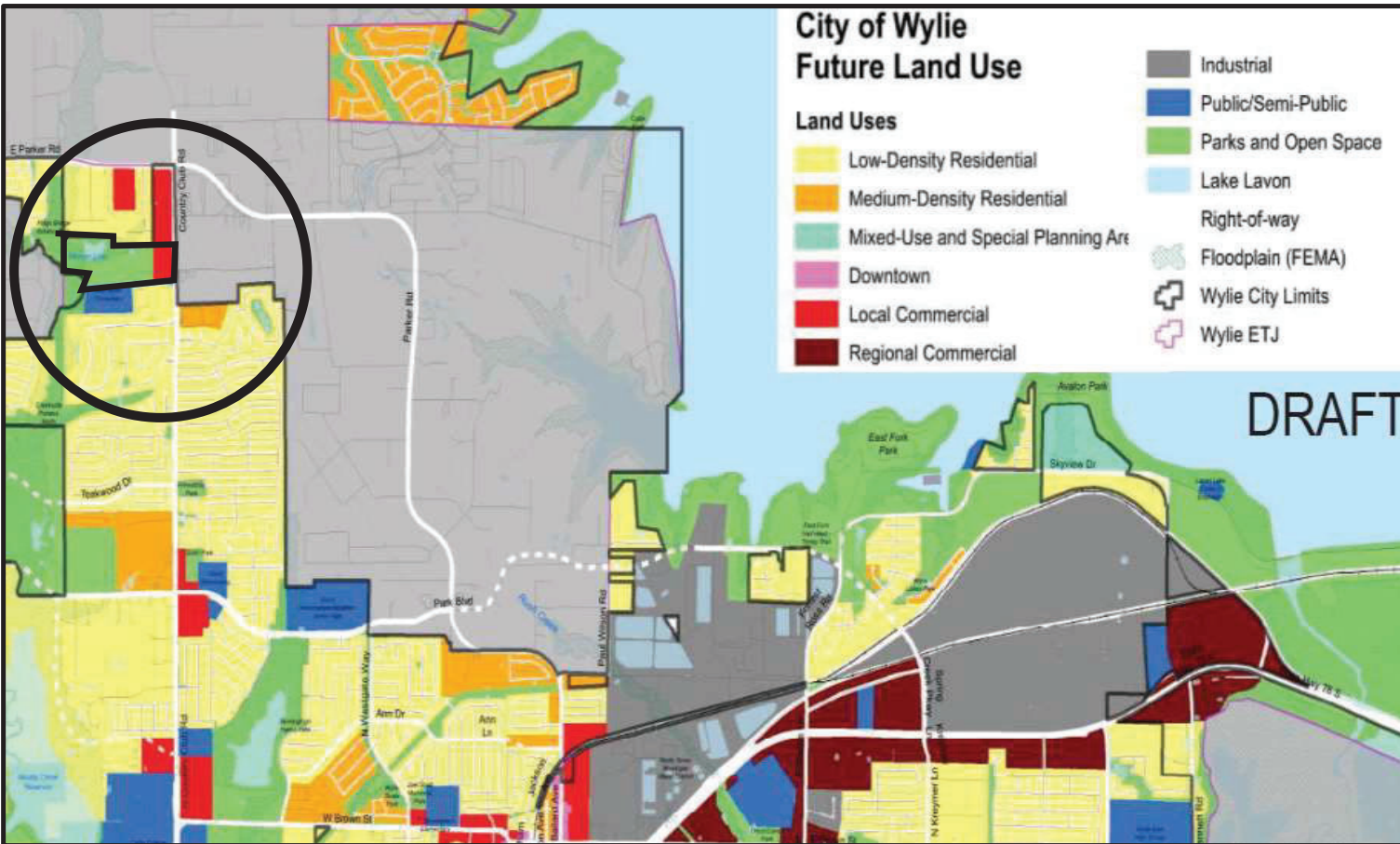
Representative Product



Representative Product



New Future Land Use Draft



- Monroe Family & Developer not aware of new future land use changing

Projected Price Points

Projected Price Points: Starting in the low \$500k's – mid \$600k's

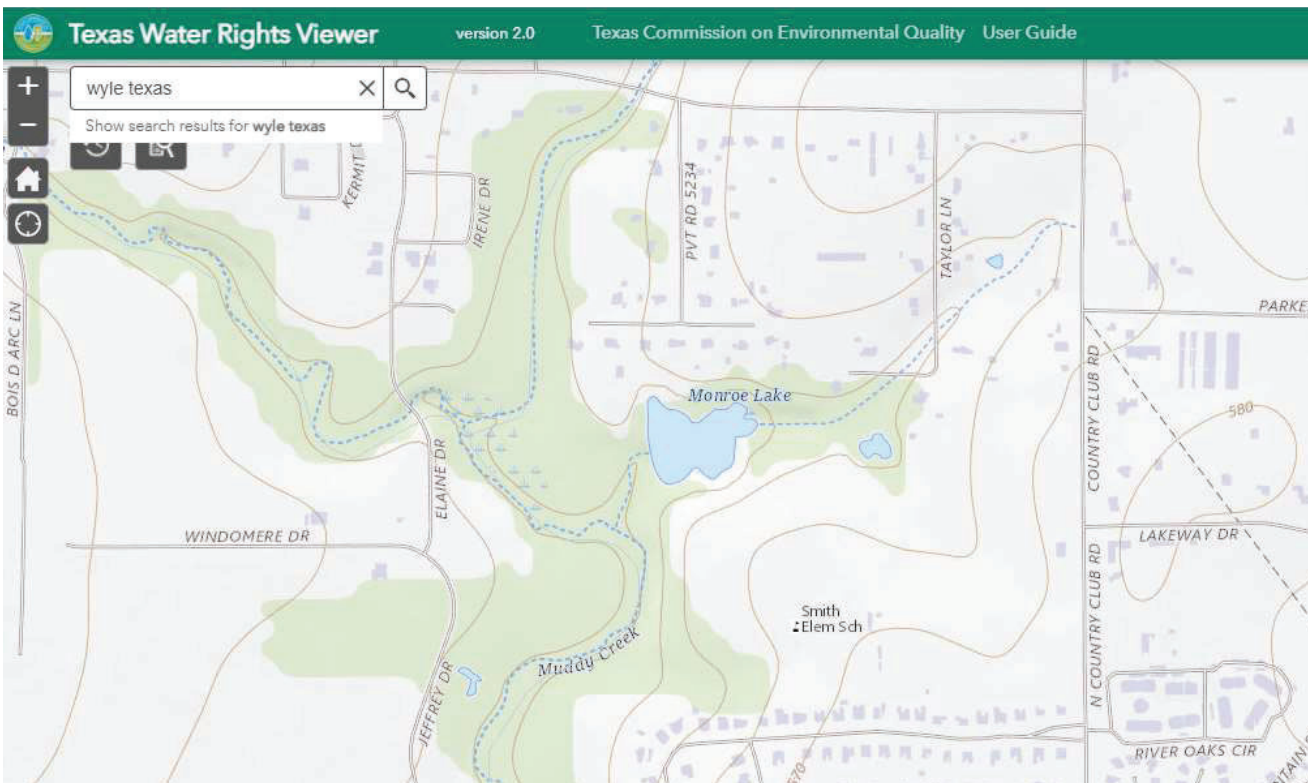
SQFT Range: Max of 20 % of the lots – 1,800 sf

Min of 30% of the lots – 2,000 sf

Min of 50 % of the lots – 2,200 sf

Monroe Lake

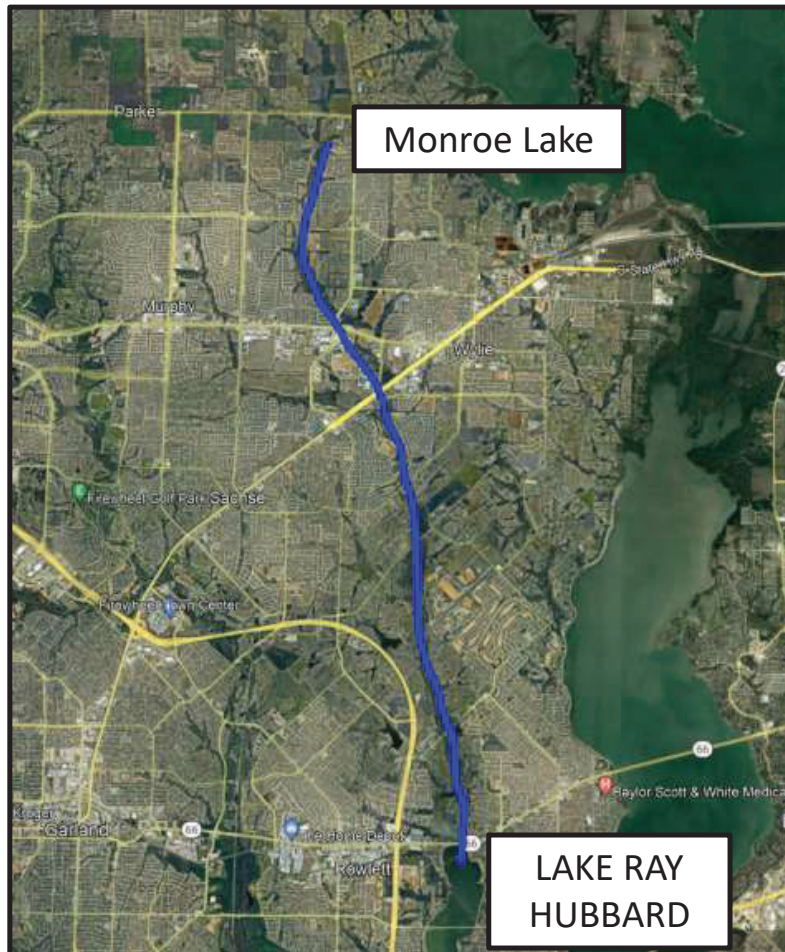
Monroe Lake History



Lake History

- Built in Mid-1950's
- Constructed by Alfred Monroe (Father of Current Land-Owners)
- Built for Water Source for Cattle
- According to his Children, Alfred Monroe had help with cost, engineering and design from Federal sources.

Water Impoundment Rights



Water Impoundment Rights

- Monroe Lake was Constructed Prior to City of Dallas having water Rights over the area
- If Property Changes Hands or Changes Use, Owner or New Owner Must Apply for Impoundment Rights

Water Impoundment Rights

Water Impoundment Rights

RE: Monroe Lakes Wylie Texas



Qualls, Denis <denis.qualls@dallascityhall.com>

To: John Arnold
Cc: Mike Gavin

Reply Reply All Forward

Wed 12/8/2021 4:08 PM



Mr. Arnold:

Based on the information you have provided, it appears that the Monroe Lake would require a water rights permit from the Texas Commission on Environmental Quality (TCEQ). Assuming that the you pursue a water rights permit the City of Dallas, because the City has senior water rights below the Monroe Lake, will request special conditions in the water right permit to protect Dallas' senior water rights. Attached is a Water Supply Protection White Paper that describes several options for special conditions that have been approved in other water rights. The special conditions within the document are not an exhaustive list. Other special conditions can be proposed, which will be evaluated on a case by case basis.

An alternative to obtaining a water rights permit would be removing Lake Monroe. If it is decided to remove Lake Monroe, there are not specific issues with Dallas' water rights. However, I would be concerned how the removal takes place to insure sediment from the removal is not transported downstream to Lake Ray Hubbard.

Please let me know if you have any questions.

Denis Qualls, P.E.



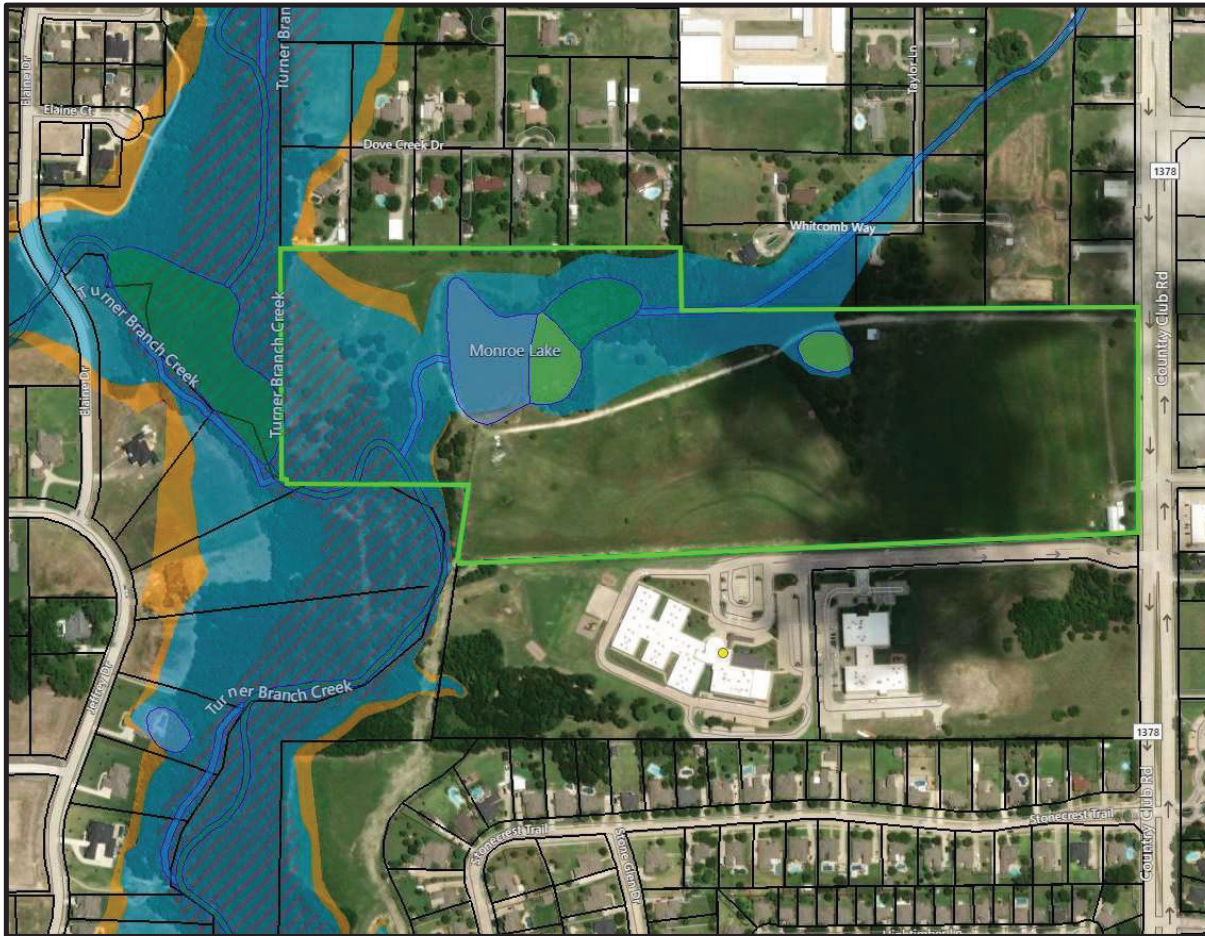
Denis W. Qualls, P.E., D. WRE.
Senior Program Manager, Planning
City of Dallas | DallasCityNews.net
Dallas Water Utilities
1500 Marilla Street, 4AS
Dallas, TX 75201
O: (214) 670-3843
denis.qualls@dallascityhall.com



****OPEN RECORDS NOTICE: This email and responses may be subject to the Texas Open Records Act and may be disclosed to the public upon request. Please respond accordingly.****

- The City of Dallas will Protest according to City of Dallas Senior Program Manager of Water and Utilities
- To satisfy City of Dallas's Protest, Lake Monroe must keep a constant level of water and be provided with a second source of water at all times.

Option 1 : Keep Lake



Monroe Lake Option 1:

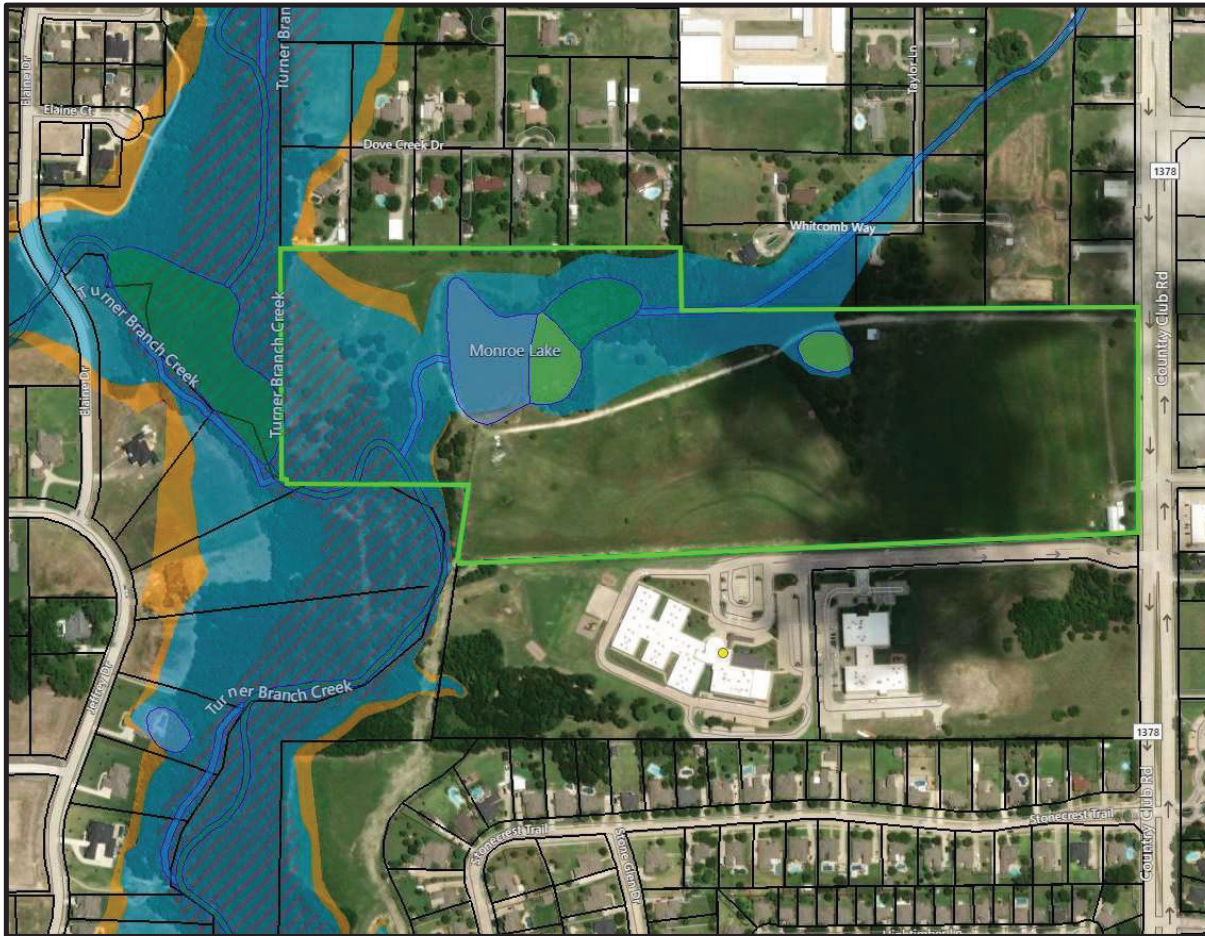
- Impoundment Process
- Legal Fees
- Dam Analysis
- Provide 2nd Water Source
 - NTMWD and Dallas Not Options
 - Drill Water Well
- Cost to Convert Lake
- Future Maintenance Cost

Cost to Convert & Maintain Lake

Estimated Cost to Convert (Average Depth Well)	2021 Estimated Cost
Design and Dam Analysis	\$30,000.00
3rd Party Consultant Fees (TCEQ and WOTUS)	\$15,000.00
Legal Fees	\$60,000.00
Dam Improvements	\$45,000.00
Cost To Drill Well 12,000' - 14,000' Depth	\$250,000.00
Irrigation Pump	\$15,000.00
Fountain	\$25,000.00
Water Level Control Device	\$15,000.00
Electricity (Fountain, Well, Water Level, and Irrigation)	\$22,500.00
Total	\$477,500.00

Similar Project Master Well Expenses (No Water Control Device)	2021	2020	2019	2018	2017	2016
Design, Legal, and Permitting						
Pump inspection and Repairs	24,424.48					
Minor Surface Repairs and Cleaning		2,100.00		6,700.77		
Maintenance						
Pump inspection and Repairs	24,424.48					
Minor Surface Repairs and Cleaning		2,100.00		6,700.77		
Average Water Bill Estimated	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
North Texas Groundwater District						
Electricity (Fountain, Well, and Irrigation)	24,000.00	22,203.29	28,419.11	20,614.44	28,280.35	21,063.82
Total	51,924.48	27,803.29	31,919.11	30,815.21	31,780.35	24,563.82
6 Year Average Cost	\$33,134.38					

Option 2 : Breach Dam



Monroe Lake Option 2:

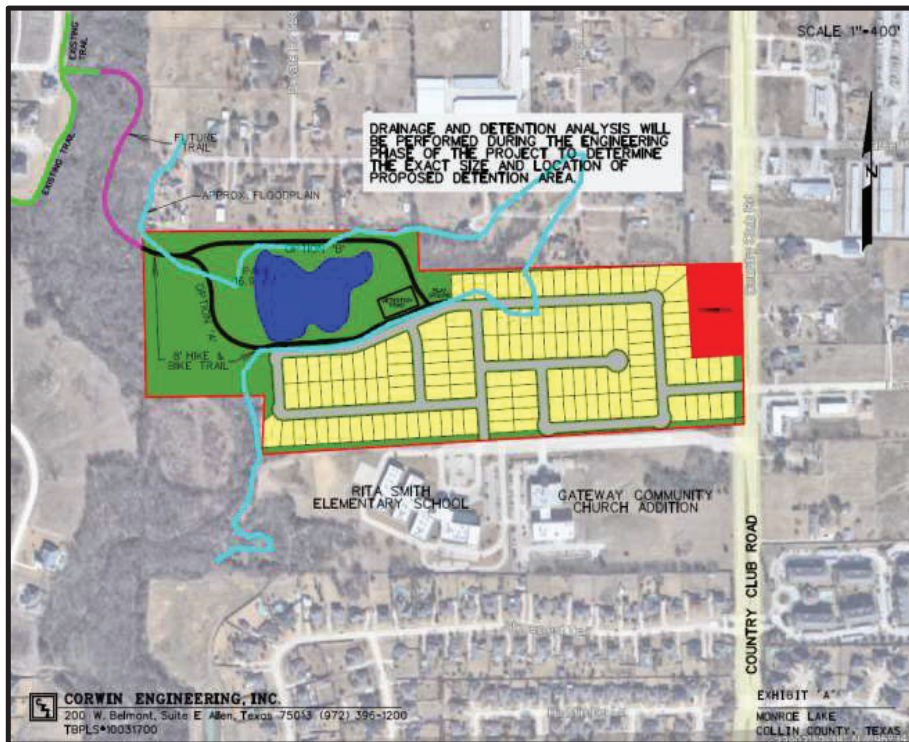
- Park is dedicated immediately
- Avoid Legal Cost and Process
- Additional 3 acres of Land
- Conversion and Maintenance Savings
- No Risk of Fines from Breaching Impoundment Rules

Water Service & CCN Exchange



- Already servicing Rita Smith and Gateway Church
- Parker is billing per service agreement
- Connection is at Property Line
- City will get revenue from service

Dedication and Improvements in Lieu of Fee



PARK DEDICATION & IMPROVEMENTS

Date: 3-21-2022

Cost of Park Improvements (Trail and Playground) \$ 301,750

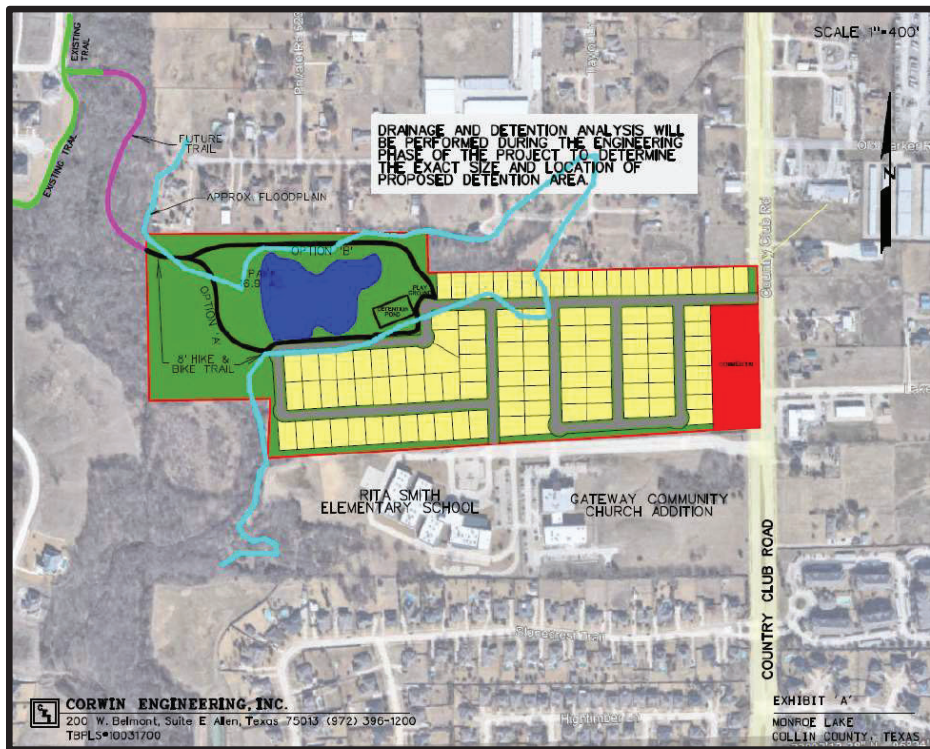
Park Land Dedication	2.8	Acres
Park Land Dedication in Flood Plain	13.1	Acres
Total Park Land Dedication	15.9	Acres
Total Park Land Dedication	15.9	Acres
City Required Park Dedication	5.6	Acres
Total Park Land Dedication in Excess of Requirement	10.3	Acres

Note:

Developer to install park and trail improvements

City to be responsible for water and maintenance upon completion of the improvements

Projected Improvement Value



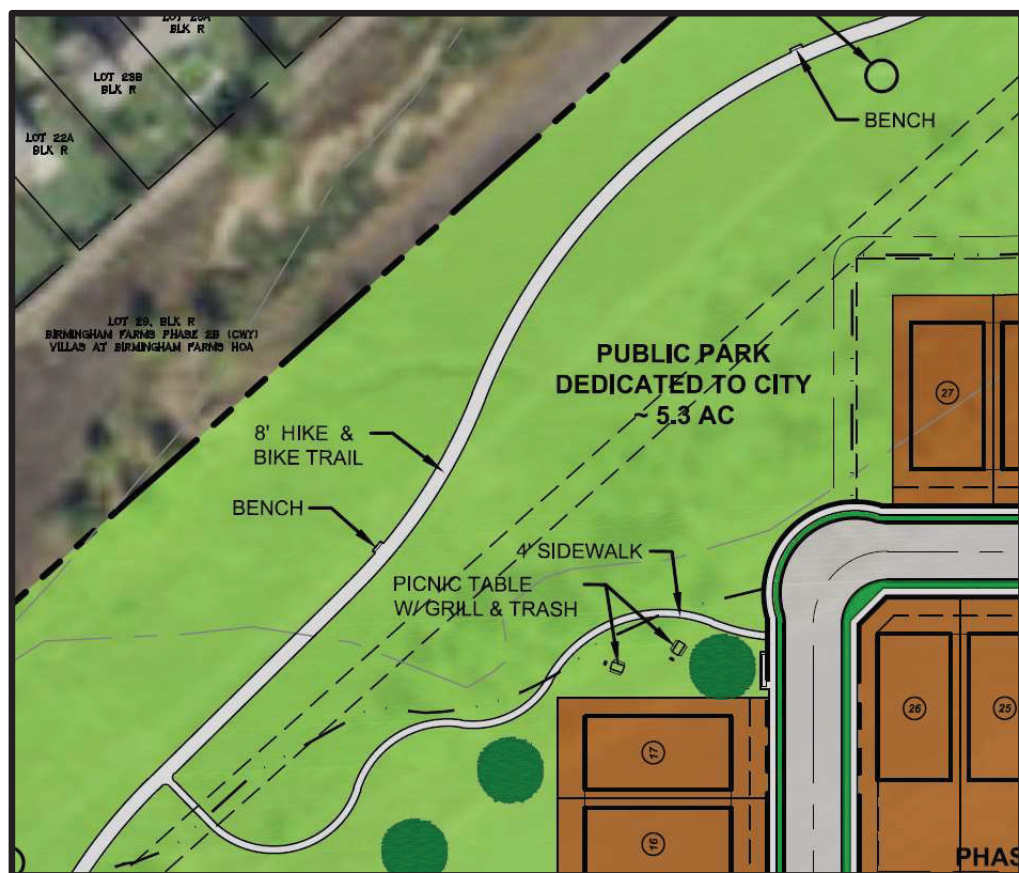
MONROE PARK & TRAIL COST PROJECTION							
Date: 3/21/2022							
DESCRIPTION	Quantity	UNIT	PRICE	TOTAL COST			
6" Concrete Hike and Bike Trail 8' Wide - 1,250 LF Max	10,000	SQ. FT.	\$ 6.50	\$ 65,000			
6" Concrete Pads for Benches and Tables along Trail	500	SQ. FT.	\$ 6.50	\$ 3,250			
Handicap Ramps	1	EA.	\$ 2,000.00	\$ 2,000			
Low Water Crossing	1	EA.	\$ 15,000.00	\$ 15,000			
Lake Draining and Dam Breach	1	EA.	\$ 40,000.00	\$ 40,000			
Play Ground							
Playground Structure and Swing Set (Mulch Base)	1	EA.	\$ 65,000.00	\$ 65,000			
Hardscape (Sidewalks, Pads, and Play Ground Border)	1	EA.	\$ 22,500.00	\$ 22,500			
Playground Drainage	1	EA.	\$ 12,500.00	\$ 12,500			
Park & Trail Improvements							
Picnic Table	2	EA.	\$ 2,000.00	\$ 4,000			
Park Trail Bench	4	EA.	\$ 1,250.00	\$ 5,000			
Trash Receptacle	4	EA.	\$ 1,250.00	\$ 5,000			
Park Trail Mileage Markers							
6" Posts	2	EA.	\$ 1,000.00	\$ 2,000			
ID Placards	2	EA.	\$ 500.00	\$ 1,000			
Installation	2	EA.	\$ 1,500.00	\$ 3,000			
General Site Prep and Grading	1	LS.	\$ 20,000.00	\$ 20,000			
Seeded Areas							
Bermuda Hydromulch for 8' Trail Buffer and Playground Area	4.0	AC.	\$ 3,500.00	\$ 14,000			
Irrigation							
Irrigation Design and Install for Seeding	1	LS.	\$ 22,500.00	\$ 22,500			
Irrigation Stamped Plan for Permit	1	LS.	\$ 1,500.00	\$ 1,500			
TOTAL				\$ 301,750			

Birmingham Park Dedication

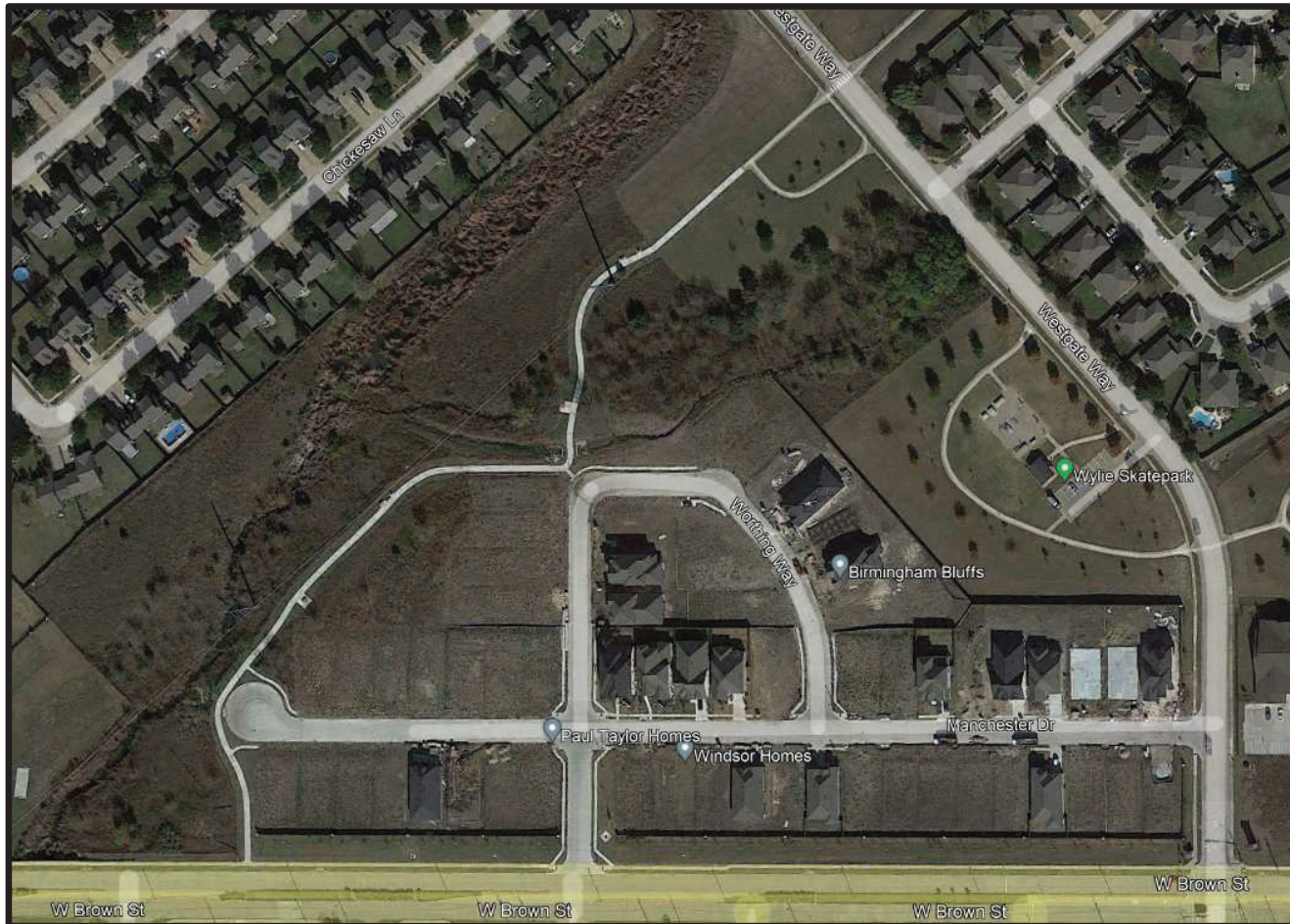


- 5.3 Acres of Dedication
- Developer to Build and Pay for 8' Trail Connection and Improvements
- Proposed Estimated \$144,000 Improvements in Lieu of \$118,000 Park Fees
- Unanimous Parks Board Recommendation of Approval 11/13/2017

Birmingham Park Dedication



Birmingham Park Final Trail Layout





Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Budget Work Session.

Recommendation

Discussion

Budget Work Session

Budget Work Session Fiscal Year 2022-2023

July 12, 2022

General Fund Summary

Audited General Fund Unassigned Ending Balance 09/30/21	\$ 30,403,003
Projected '22 Revenues	<u>49,026,908</u>
Available Funds	79,429,911
Projected '22 Expenditures	<u>(57,086,890)</u>
Estimated Ending Fund Balance 09/30/22	\$ 22,343,021
 Estimated Beginning Fund Balance - 10/01/22	 \$ 22,343,021
Proposed Revenues '23	51,425,695
Proposed Expenditures '23	(51,425,695)
Use of Fund Balance - Woodbridge/Hensley Signal Light	<u>(350,000)</u>
Estimated Ending Fund Balance 09/30/23	\$ 21,993,021 a)

a) Fund balance is 42.5% of expenditures.

Proposed Expenditures

	<u>Amount</u>
Includes a 5% increase in health insurance	\$159,248
Includes an adjustment to the General Pay Plan (COLA effective 10-1-22)	\$519,744
Includes a 2% average merit increase for the General Employees (effective January 2023)	\$189,000
Includes annual step increase for Public Safety personnel	\$109,000

Recurring Recommendations - General Fund

Personnel

Dept	Description	Amount
Police	Two Sworn Officers (2)	\$ 232,874
Police	Officer Upgrade to Sergeant	\$ 25,286
Police	Mental Health Coordinator - Upgrade to Full Time	\$ 51,046
Police	Two Crossing Guards (2)	\$ 10,958
Police	Crossing Guard Supervisor	\$ 9,294
Fire	Six Firefighters (6)	\$ 656,233
Fire	Upgrade Fire Prevention Clerk to Fire Records Analyst	\$ 4,979
Total		\$ 990,670

Non-Personnel

Dept	Description	Amount
Finance	Budget and Transparency Software	\$ 56,000
Facilities	Trane Building Management Software Upgrade	\$ 7,500
Fire	3rd Full Time Ambulance 1/2 Year	\$ 315,000
Code Enforcement	Code Enforcement Software	\$ 8,293
Planning	Zoning Ordinance Hosting	\$ 10,000
Total		\$ 396,793

Total Recurring Recommendations \$ 1,387,463

Non-recurring Recommendations - General Fund

Dept	Description	Amount
Finance	Budget and Transparency Software Implementation	\$25,000
Facilities	Scissor Lift	\$25,000
IT	Security Camera System Replacement	\$60,000
Animal Services	Keycard Access Control	\$58,000
Streets	Sand/Salt Spreader for Dump Truck	\$43,000
Streets	Mini Track Loader	\$25,500
Streets	Angle Broom 84"	\$9,200
Streets	Paint Striper Replacement	\$28,000
Streets	Woodbridge Pkwy and Hensley Ln Signal Construction	\$350,000 **
Total Non Personnel		\$623,700
Police	Two New CID Vehicles (2)	\$92,800
Police	FY2024 Replacement Vehicles (4)	\$149,000
Streets	Unit #324 Replacement 1 Ton Utility Truck	\$51,000
Streets	Traffic Signal Technician Crew Leader Vehicle	\$51,000
Total Vehicle New/Replacements		\$343,800
Total Non Personnel and Vehicle New/Replacements		\$967,500

** Use of Fund Balance

Utility Fund Summary

Audited General Fund Unassigned Ending Balance 09/30/21	\$ 20,956,639
Projected '22 Revenues	<u>25,211,725</u>
Available Funds	46,168,364
Projected '22 Expenditures	<u>(25,738,001)</u> a)
Estimated Ending Fund Balance 09/30/22	\$ 20,430,363
 Estimated Beginning Fund Balance - 10/01/22	 \$ 20,430,363
Proposed Revenues '23	26,027,619 b)
Proposed Expenditures '23	(24,166,877) c)
New/Replacement Fleet & Equipment & One Time Uses	<u>(657,600)</u>
Estimated Ending Fund Balance 09/30/23	\$ 21,633,505 d)

a) Includes a budget amendment for \$1.2mm for two advanced funding agreements with TxDot to move water lines.

b) Assumes 7.25% water rate increase and 2.75% sewer rate increase per the 2020 rate study.

c) Includes 5% increase in Healthcare, 2% Average Merit and Adjustments to the Pay Plan. Also includes most recent NTMWD estimated costs, up \$161,000 from the previous presentation.

d) Policy requirement is 90 days of operating expenditures. This ending fund balance is 318 days.

Recommended Additions to Budget

Utility Fund

Dept	Description	Amount
Water	Lead and Copper Rule Revision	\$ 190,000
Water	SCADA Pack/PLC and Radio Replacement	\$ 72,000
Water	Sample Stations Replacement	\$ 9,200
Water	Backhoe Replacement with Mid Size Excavator	\$ 133,000
Water	Portable Parallel Analyzer Hach SL1000 (Backup)	\$ 5,400
Water	Cold Climate Automatic Flushers/De-Chlorinators	\$ 136,000
Water	Utility Line Locator	\$ 4,000
Water	Hydraulic Chainsaw	\$ 8,000
Engineering	Dogwood Drive Waterline Replacement Design	\$ 70,000
Wastewater	Wastewater Pump Replacement	\$ 30,000
Total Equipment		\$ 657,600

4B Sales Tax Fund Summary

	Existing Rates	Proposed Rate Changes
Audited 4B Sales Tax Revenue Fund Ending Balance 09/30/21	\$ 5,121,099	\$ 5,121,099
Projected '22 Revenues	<u>4,589,466</u>	<u>4,589,466</u>
Available Funds	9,710,565	9,710,565
Projected '22 Expenditures	<u>(4,571,940)</u>	<u>(4,571,940)</u>
Estimated Ending Fund Balance 09/30/22	\$ 5,138,625	\$ 5,138,625
 Estimated Beginning Fund Balance - 10/01/22	 \$ 5,138,625	 \$ 5,138,625
Proposed Revenues '23	4,941,346 a)	5,091,346 d)
Proposed Expenditures '23	(4,005,210) b)	(4,005,210)
Recommended Requests (One Time Uses and Equipment)	<u>(352,800)</u>	<u>(352,800)</u>
Estimated Ending Fund Balance 09/30/23	\$ 5,721,961 c)	\$ 5,871,961

a) Total includes sales tax revenue and revenue from the Recreation Center.

b) Includes 5% increase in Healthcare, 2% Average Merit and Adjustments to the Pay Plan.

c) Policy requirement is 25% of budgeted sales tax revenue (\$4,124,146 x 25% = \$1,031,037).

d) FY 2023 Proposed has been increased by \$150,000 based on new Rec Pass rates that will become effective October 1, 2022. Staff will be monitoring this account closely and make mid-year adjustments based on the performance of the new rates.

Rec Center Pass Rates

	<u>Seniors</u>	<u>Kids</u>	<u>Teens</u>	<u>Adults</u>	<u>Family</u>
<u>Resident Rate</u>					
Auto Renew	\$10	\$16	\$20	\$24	\$48
1 Year	\$105	\$216	\$264	\$312	\$600
1 Month	\$10	\$20	\$24	\$28	\$52
<u>Non-Resident Rate</u>					
Auto Renew	\$14	\$20	\$24	\$28	\$52
1 Year	\$135	\$264	\$312	\$360	\$648
1 Month	\$14	\$24	\$28	\$32	\$56

<u>Day Passes</u>	
Senior	\$5
Kid	\$10
Teen	\$12
Adult	\$14
Group of 15+	\$6 per person

Recommended Additions to Budget

4B Sales Tax Fund

Dept	Description	Amount
4B Parks	Irrigation Technician	\$ 65,392
	Total Personnel	\$ 65,392
4B Parks	Replacement of Birmingham Farms Park Playground	\$ 60,000
4B Parks	New Rear Discharge Zero Turn Mower	\$ 15,000
4B Parks	Drainage Flume areas for Founders Park	\$ 55,000
4B Parks	2 Sets of Soccer Goals for Dodd Park	\$ 8,800
4B Parks	Parks HVAC Replacement	\$ 30,000
4B Parks	Pour and Play Surfacing for Olde City Park	\$ 160,000
4B Parks	Holiday Yard Decorations for Olde City Park	\$ 24,000
	Total Equipment and One Time Uses	\$ 352,800
	Total Recommendations	\$ 418,192

Parks A & I Fund Summary

Audited Park A&I Fund Ending Balance 09/30/21	\$ 568,319
Projected '22 Revenues	400
Available Funds	568,719
Projected '22 Expenditures	(192,419)
Estimated Ending Fund Balance 09/30/22	<u>\$ 376,300</u>
 Estimated Beginning Fund Balance - 10/01/22	 \$ 376,300
Proposed Revenues '23	511,480
Proposed Expenditures '23	(96,931) a)
Estimated Ending Fund Balance 09/30/23	<u>\$ 790,849</u>

a) West Zone - Concrete additions for Community Garden and Trail

East Zone - Backstop Replacement for Avalon Park

WEDC Fund Summary

Audited Wylie Economic Development Corp Ending Balance 09/30/21	\$ 2,951,908
Projected '22 Revenues	<u>20,372,472</u> a)
Available Funds	23,324,380
Projected '22 Expenditures	<u>(13,502,693)</u>
Estimated Ending Fund Balance 09/30/22	\$ 9,821,687
 Estimated Beginning Fund Balance - 10/01/22	 \$ 9,821,687
Proposed Revenues '23	8,180,146 b)
Proposed Expenditures '23	<u>(16,142,650)</u>
Estimated Ending Fund Balance 09/30/23	\$ 1,859,183

a) Includes loan proceeds of \$16.2 million; \$8.1 million to fund in July

b) Proposed Sales Tax is an 8.8% increase over the FY 2022 Projected and Projected FY 2022 is 100% of budgeted amount (7 month actuals at 61%); includes \$3.9 million in anticipated sale of properties