

Wylie Economic Development Corporation

Board Regular Meeting

January 18, 2023 – 7:30 AM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider and act upon approval of Minutes from the December 21, 2022 Regular Meeting of the WEDC Board of Directors.
- B. Consider and act upon approval of the December 2022 WEDC Treasurer's Report.

REGULAR AGENDA

- 1. **Tabled from 12-21-2022**
Remove from table and consider

Consider and act upon a First Amendment to the Purchase and Sale Agreement between WEDC and MLKJ Investments LLC.

- 2. **Tabled from 12-21-2022**
Remove from table and consider

Consider and act upon a commercial lease for Lots 2, 3, and 4 of Wyndham Estates, Phase III located on Squire Dr.

- 3. Consider and act upon a Performance Agreement between WEDC and CLF II LI Wylie Owner, LLC.
- 4. Consider and act upon a Real Estate Sales Contract between WEDC and Glen Echo Brewing LLC.
- 5. Consider and act upon issues surrounding the 2022 WEDC Annual Report.
- 6. Consider and act upon issues surrounding the Election of Officers for the WEDC Board of Directors.

7. Consider and act upon the appointment of Board members to the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation.

DISCUSSION ITEMS

DS1. Discussion regarding ICSC events.

DS2. Staff report: WEDC Property Update, Temporary Access Agreements, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.

EXECUTIVE SESSION

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

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

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

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES2. Evaluation of WEDC Executive Director.

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

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2013-9a, 2017-6a, 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9f, 2021-11a, 2022-1b, 2022-4d, 2022-7b, 2022-7c, 2022-8b, 2022-9f, 2022-10d, 2022-11a, 2022-12a, 2023-1a, 2023-1b, and 2023-1c.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

FUTURE AGENDA ITEMS

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on January 13, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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

Minutes
Wylie Economic Development Corporation
Board of Directors Meeting
December 21, 2022 – 7:30 A.M.
WEDC Offices – Conference Room
250 S Hwy 78 – Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum

President Demond Dawkins called the meeting to order at 7:35 a.m. Board Members present were Melisa Whitehead, Gino Mulliqi, Tim Gilchrist, and Blake Brininstool.

Ex-Officio Member Mayor Matthew Porter and Deputy City Manager Renae' Ollie were present.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Angel Wygant gave the invocation and Blake Brininstool led the Pledge of Allegiance.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider and act upon approval of Minutes from the November 15, 2022 Regular Meeting and November 22, 2022 Special Called Meeting of the WEDC Board of Directors.**
- B. Consider and act upon approval of the November 2022 WEDC Treasurer's Report.**

Board Action

A motion was made by Melisa Whitehead, seconded by Blake Brininstool, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 5-0.

REGULAR AGENDA

- 1. Consider and act upon an Agreement for Professional Services between WEDC and Vasquez Engineering, LLC.**

Staff Comments

Staff referred the Board to the Agenda Report provided in the packet for information and the next steps regarding an Agreement for Professional Services between WEDC and Vasquez Engineering, LLC.

Board Action

A motion was made by Blake Brininstool, seconded by Tim Gilchrist, to approve an Agreement for Professional Services between WEDC and Vasquez Engineering, LLC. in the amount of \$73,950 and further authorize the Executive Director to execute any and all necessary documents. A vote was taken, and the motion passed 5-0.

2. **Consider and act upon a First Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC.**
3. **Consider and act upon a commercial lease for Lots 2, 3, and 4 of Wyndham Estates, Phase III located on Squire Dr.**

Staff Comments

Staff recommended that the Board table Item 2 and Item 3 until the next WEDC Board Meeting.

Board Action

A motion was made by Tim Gilchrist, seconded by Melisa Whitehead, to table Item 2 and Item 3 until the next WEDC Board Meeting. A vote was taken, and the motion passed 5-0.

DISCUSSION ITEMS

- DS1. Update from the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation.**

Staff Comments

Staff will provide an update regarding the Subcommittee's progress when there is an update available from legal counsel.

- DS2. Discussion regarding WEDC Annual Report.**

Staff Comments

As per the WEDC Bylaws, the WEDC must present an updated annual report to the Wylie City Council. Staff and the Board reviewed the 2022 Goals and Objectives including Downtown Revitalization and Expansion, 544 Gateway Property, Industrial Development on Alanis, partnering with KCS for Wylie Logistics Park, and Expanding/Promoting BRE and Workforce Programs. The Board noted focusing on finishing current projects that need to be completed and identifying opportunities for 2023 Goals and Objectives. Staff will provide a draft of the 2023 Goals and Objectives to the Board at the next WEDC Board meeting.

- DS3. Staff report: WEDC Property Update, Temporary Access Agreements, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.**

Staff Comments

Staff referred the Board to the Agenda Report provided in the packet for all updates related to WEDC Property Update, Temporary Access Agreements, Downtown Parking, Engineering Report, Upcoming Events, and WEDC Activities/Programs.

EXECUTIVE SESSION

Recessed into Closed Session at 8:02 a.m. in compliance with Section 551.001, et. seq. Texas Government Code, to wit:

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

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

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

ES2. Evaluation of WEDC Staff.

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

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: 2013-9a, 2017-6a, 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9f, 2021-11a, 2022-1b, 2022-4d, 2022-7b, 2022-7c, 2022-8b, 2022-9f, 2022-10d, 2022-11a, and 2022-12a.

Deputy City Manager Renae' Ollie and Board Member Tim Gilchrist left at 8:50 a.m.

RECONVENE INTO OPEN SESSION

Take any action as a result of the Executive Session.

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

Board Action

A motion was made by Gino Mulliqi, seconded by Blake Brininstool, to authorize Wylie EDC to enter into a Performance Agreement with Project 2021-11a in an amount not to exceed \$30,000, subject to City Council approval. A vote was taken, and the motion passed 4-0.

FUTURE AGENDA ITEMS

There were no Items requested for inclusion on future agendas.

ADJOURNMENT

With no further business, President Dawkins adjourned the WEDC Board meeting at 9:48 a.m.

Demond Dawkins, President

ATTEST:

Jason Greiner, Executive Director



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 18, 2023 Item Number: B
Prepared By: Jason Greiner Account Code:
Date Prepared: January 13, 2023 Exhibits: 6

Subject

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

Recommendation

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

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

Finance is working on final adjustments to accrue appropriate expenditures back to FY21-22. Staff anticipates that numbers will be settled soon.

REVENUES:

Sales Tax Revenue earned in October allocated in December, was \$338,726.54, an increase of 28.51% over the same period in 2022.

EXPENSES:

Land Purchase

\$345,441 Lot 2R Helmberger Industrial Park- Purchase

01/18/2023 Item B.

WYLIE ECONOMIC
DEVELOPMENT

December Rev/Exp Report
Account Summary

For Fiscal: 2022-2023 Period Ending: 12/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	4,124,241.00	4,124,241.00	338,726.54	338,726.54	-3,785,514.46	91.79 %
Category: 400 - Taxes Total:		4,124,241.00	4,124,241.00	338,726.54	338,726.54	-3,785,514.46	91.79%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	26,102.17	66,534.84	60,534.84	1,108.91 %
Category: 460 - Interest Income Total:		6,000.00	6,000.00	26,102.17	66,534.84	60,534.84	1,008.91%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	134,220.00	134,220.00	36,267.68	38,167.68	-96,052.32	71.56 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	3,915,685.00	3,915,685.00	0.00	0.00	-3,915,685.00	100.00 %
Category: 480 - Miscellaneous Income Total:		4,049,905.00	4,049,905.00	36,267.68	38,167.68	-4,011,737.32	99.06%
Revenue Total:		8,180,146.00	8,180,146.00	401,096.39	443,429.06	-7,736,716.94	94.58%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	310,346.40	310,346.40	35,231.74	72,012.27	238,334.13	76.80 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	541.76	-541.76	0.00 %
111-5611-51140	LONGEVITY PAY	914.00	914.00	0.00	916.00	-2.00	-0.22 %
111-5611-51310	TMRS	48,245.30	48,245.30	5,519.82	11,446.78	36,798.52	76.27 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	51,987.17	51,987.17	4,099.36	12,504.07	39,483.10	75.95 %
111-5611-51420	LONG-TERM DISABILITY	1,768.97	1,768.97	0.00	52.87	1,716.10	97.01 %
111-5611-51440	FICA	19,298.12	19,298.12	2,078.21	4,245.15	15,052.97	78.00 %
111-5611-51450	MEDICARE	4,513.27	4,513.27	486.05	992.86	3,520.41	78.00 %
111-5611-51470	WORKERS COMP PREMIUM	854.85	854.85	0.00	970.21	-115.36	-13.49 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00 %
Category: 510 - Personnel Services Total:		439,008.08	439,008.08	47,415.18	103,681.97	335,326.11	76.38%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	296.97	386.66	4,613.34	92.27 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	32.90	32.90	267.10	89.03 %
111-5611-52810	FOOD SUPPLIES	3,000.00	3,000.00	293.96	315.11	2,684.89	89.50 %
Category: 520 - Supplies Total:		8,300.00	8,300.00	623.83	734.67	7,565.33	91.15%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	0.00	0.00	7,650.00	100.00 %
Category: 540 - Materials for Maintenance Total:		10,150.00	10,150.00	0.00	0.00	10,150.00	100.00%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	3,209,183.00	3,209,183.00	0.00	37,069.00	3,172,114.00	98.84 %
111-5611-56040	SPECIAL SERVICES	34,770.00	34,770.00	7,715.00	11,177.38	23,592.62	67.85 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	276,300.00	276,300.00	2,995.42	4,593.84	271,706.16	98.34 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTURE	8,375,000.00	8,375,000.00	7,886.58	9,281.46	8,365,718.54	99.89 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	3,181.75	13,839.52	115,260.48	89.28 %
111-5611-56090	COMMUNITY DEVELOPMENT	54,950.00	54,950.00	12,572.36	18,444.70	36,505.30	66.43 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	765.20	942.16	6,957.84	88.07 %
111-5611-56180	RENTAL	27,000.00	27,000.00	4,500.00	6,750.00	20,250.00	75.00 %
111-5611-56210	TRAVEL & TRAINING	73,000.00	73,000.00	4,136.02	9,619.63	63,380.37	86.82 %
111-5611-56250	DUES & SUBSCRIPTIONS	57,824.00	57,824.00	7,126.81	35,532.07	22,291.93	38.55 %
111-5611-56310	INSURANCE	6,303.00	6,303.00	0.00	6,146.31	156.69	2.49 %
111-5611-56510	AUDIT & LEGAL SERVICES	23,000.00	23,000.00	3,035.00	4,245.00	18,755.00	81.54 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	87,500.00	13,420.00	13,420.00	74,080.00	84.66 %

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Budget Report

For Fiscal: 2022-2023 Period Ending: 12/31/2022

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56610 UTILITIES-ELECTRIC	2,400.00	2,400.00	0.00	461.31	1,938.69	80.78 %
Category: 560 - Contractual Services Total:	12,364,230.00	12,364,230.00	67,334.14	171,522.38	12,192,707.62	98.61%
Category: 570 - Debt Service & Capital Replacement						
111-5611-57410 PRINCIPAL PAYMENT	575,973.97	575,973.97	47,423.90	141,787.10	434,186.87	75.38 %
111-5611-57415 INTEREST EXPENSE	656,023.67	656,023.67	55,242.57	166,212.31	489,811.36	74.66 %
Category: 570 - Debt Service & Capital Replacement Total:	1,231,997.64	1,231,997.64	102,666.47	307,999.41	923,998.23	75.00%
Category: 580 - Capital Outlay						
111-5611-58110 LAND-PURCHASE PRICE	2,090,000.00	2,090,000.00	340,441.57	345,441.57	1,744,558.43	83.47 %
111-5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	-345,441.57	-345,441.57	345,441.57	0.00 %
Category: 580 - Capital Outlay Total:	2,090,000.00	2,090,000.00	-5,000.00	0.00	2,090,000.00	100.00%
Expense Total:	16,143,685.72	16,143,685.72	213,039.62	583,938.43	15,559,747.29	96.38%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35	98.24%
Report Surplus (Deficit):	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35	98.24%

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01/18/2023 Item B.

Budget Report

For Fiscal: 2022-2023 Period Ending: 12/31/2022

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	4,124,241.00	4,124,241.00	338,726.54	338,726.54	-3,785,514.46	91.79%
460 - Interest Income	6,000.00	6,000.00	26,102.17	66,534.84	60,534.84	1,008.91%
480 - Miscellaneous Income	4,049,905.00	4,049,905.00	36,267.68	38,167.68	-4,011,737.32	99.06%
Revenue Total:	8,180,146.00	8,180,146.00	401,096.39	443,429.06	-7,736,716.94	94.58%
Expense						
510 - Personnel Services	439,008.08	439,008.08	47,415.18	103,681.97	335,326.11	76.38%
520 - Supplies	8,300.00	8,300.00	623.83	734.67	7,565.33	91.15%
540 - Materials for Maintenance	10,150.00	10,150.00	0.00	0.00	10,150.00	100.00%
560 - Contractual Services	12,364,230.00	12,364,230.00	67,334.14	171,522.38	12,192,707.62	98.61%
570 - Debt Service & Capital Replacement	1,231,997.64	1,231,997.64	102,666.47	307,999.41	923,998.23	75.00%
580 - Capital Outlay	2,090,000.00	2,090,000.00	-5,000.00	0.00	2,090,000.00	100.00%
Expense Total:	16,143,685.72	16,143,685.72	213,039.62	583,938.43	15,559,747.29	96.38%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35	98.24%
Report Surplus (Deficit):	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35	98.24%

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Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35
Report Surplus (Deficit):	-7,963,539.72	-7,963,539.72	188,056.77	-140,509.37	7,823,030.35

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

Assets

Cash and cash equivalents	\$ 10,966,162.22	
Receivables	\$ 40,000.00	Note 1
Inventories	\$ 16,616,937.10	
Prepaid Items	<u>\$ -</u>	
Total Assets	<u>\$ 27,623,099.32</u>	

Deferred Outflows of Resources

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

Accounts Payable and other current liabilities	\$ 8,170.14	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 496,350.97	Note 3
Due in more than one year	<u>\$ 15,681,473.23</u>	

Total Liabilities	<u>\$ 16,187,194.34</u>
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Deferred Inflows of Resources

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

Net investment in capital assets	\$ -
Unrestricted	<u>\$ 11,466,150.12</u>
Total Net Position	<u>\$ 11,466,150.12</u>

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

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 12/31/2022

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	10,964,162.22
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	40,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,616,937.10
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	683,934.00
	Total Assets:	28,307,033.32
		<u>28,307,033.32</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	5,590.11
111-2000-20117	TMRS PAYABLE	0.00
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	2,437.44
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	0.01
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	130.58
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	78,912.61
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	683,934.00
111-2000-20810	DUE TO GENERAL FUND	0.00

As Of 12/31/2022

Balance Sheet

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
	Total Liability:	772,216.75

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,675,325.94
	Total Beginning Equity:	27,675,325.94
Total Revenue		443,429.06
Total Expense		583,938.43
Revenues Over/Under Expenses		-140,509.37
	Total Equity and Current Surplus (Deficit):	27,534,816.57
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>28,307,033.32</u>

Balance Sheet

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
922-1000-10312	GOVERNMENT NOTES	0.00
922-1000-18110	LOAN - WEDC	0.00
922-1000-18120	LOAN - BIRMINGHAM	0.00
922-1000-18210	AMOUNT TO BE PROVIDED	0.00
922-1000-18220	BIRMINGHAM LOAN	0.00
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	39,535.29
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	3,027.00
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	-37,953.52
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	71,021.78
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-44,574.41
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-811.00
	Total Assets:	30,245.14
		<u>30,245.14</u>
Liability		
922-2000-20310	COMPENSATED ABSENCES PAYABLE	2,264.95
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	32,300.82
922-2000-21410	ACCRUED INTEREST PAYABLE	29,863.28
922-2000-28205	WEDC LOANS/CURRENT	434,186.87
922-2000-28220	BIRMINGHAM LOAN	0.00
922-2000-28230	INWOOD LOAN	0.00
922-2000-28232	ANB LOAN/EDGE	0.00
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00
922-2000-28235	ANB LOAN	0.00
922-2000-28236	ANB CONSTRUCTION LOAN	0.00
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
922-2000-28238	ANB LOAN/BUCHANAN	0.00
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
922-2000-28240	HUGHES LOAN	0.00
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	0.00
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	0.00
922-2000-28246	GOVCAP LOAN/KIRBY	7,551,644.87
922-2000-28247	JARRARD LOAN	112,611.20
922-2000-28248	GOVCAP LOAN/SERIES 2022	7,817,937.04
922-2000-28250	CITY OF WYLIE LOAN	0.00
922-2000-28260	PRIME KUTS LOAN	0.00
922-2000-28270	BOWLAND/ANDERSON LOAN	0.00
922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00
922-2000-28290	HOBART/COMMERCE LOAN	0.00
922-2000-29150	NET PENSION LIABILITY	185,989.17
922-2000-29151	SDBF LIABILITY	11,026.00
	Total Liability:	16,177,824.20
Equity		
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-16,169,102.16
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00
	Total Beginning Equity:	-16,289,366.16
Total Revenue		0.00
Total Expense		-141,787.10
Revenues Over/Under Expenses		141,787.10
	Total Equity and Current Surplus (Deficit):	-16,147,579.06
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>30,245.14</u>

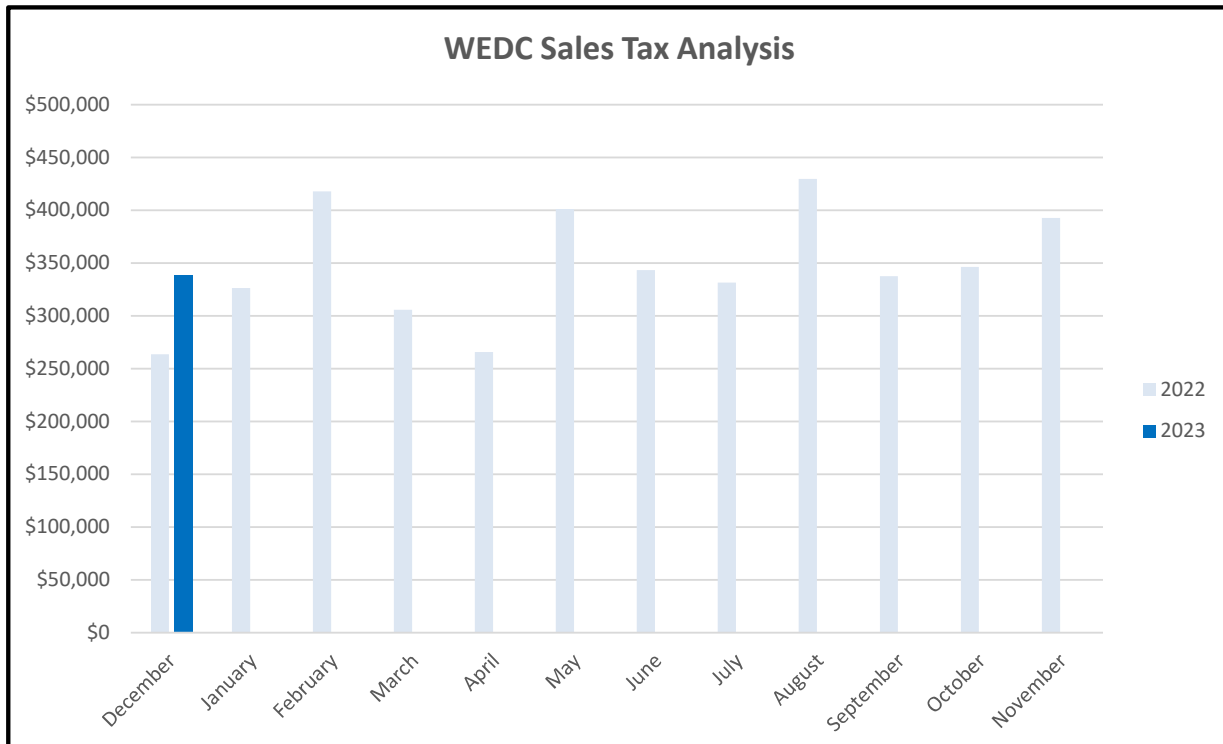
Wylie Economic Development Corporation

SALES TAX REPORT

December 31, 2022

BUDGETED YEAR

MONTH	FY 2020	FY 2021	FY 2022	FY 2023	DIFF 22 vs. 23	% DIFF 22 vs. 23
DECEMBER	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 75,148.88	28.51%
JANUARY	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92			
FEBRUARY	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79			
MARCH	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50			
APRIL	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80			
MAY	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20			
JUNE	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26			
JULY	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86			
AUGUST	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16			
SEPTEMBER	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61			
OCTOBER	\$ 249,357.02	\$ 326,382.38	\$ 346,236.36			
NOVEMBER	\$ 384,953.89	\$ 411,813.32	\$ 392,790.84			
Sub-Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 338,726.54	\$ 75,148.88	28.51%
Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 338,726.54	\$ 75,148.88	28.51%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: December SlsTx Revenue is actually October SlsTx and is therefore the 1st allocation in FY23.

Wylie Economic Development Corporation

Inventory Subledger (Land)
December 31, 2022

	Property	Purchase Date	Address	Acreage	Improvements	Cost Basis	Sub-totals	
Cooper St.	McMasters	7/12/05	709 Cooper	0.4750	\$ - n/a	\$ 202,045.00		
	Heath	12/28/05	706 Cooper	0.4640	\$ 32,005.00 3,625	\$ 186,934.22		
	Perry	9/13/06	707 Cooper	0.4910	\$ - n/a	\$ 200,224.00		
	Bowland/Anderson	10/9/07	Cooper Dr.	0.3720	\$ - n/a	\$ 106,418.50		
	Duel Products	9/7/12	704 Cooper Dr.	0.5000	\$ - n/a	\$ 127,452.03		
	Randack	10/23/12	711-713 Cooper Dr.	1.0890	\$ 217,500.00 8,880	\$ 400,334.00		
	Lot 2R3	7/24/14	Cooper Dr.	0.9500	\$ - n/a	\$ 29,056.00	\$ 1,252,463.75	
Regency Dr.	Regency Pk.	6/4/10	25 Steel Road	0.6502	\$ - n/a	\$ 25,170.77		
	Steel/Hooper	12/29/22	Lot 2R Helmberger Industrial Park	3.6885	n/a	\$ 345,441.57	\$ 370,612.34	
Commerce Dr.	Hobart Investments	11/12/13	Commerce	1.6000	\$ - n/a	\$ 156,819.50		
	Hobart	1/6/14	605 Commerce	1.0650	\$ 396,263.00 20,000	\$ 386,380.00		
	Dallas Whirlpools	11/22/16	900-908 Kirby	4.7600	\$ 128,925.00 9,000	\$ 2,182,080.30		
	City of Wylie	10/22/21	802 Kirby	4.7900	\$ - n/a	\$ 3,000,000.00	\$ 5,725,279.80	
Downtown	Heath	3/17/14	104 N. Jackson	0.1720	\$ - n/a	\$ 220,034.00		
	Udoh	2/12/14	109 Marble	0.1700	\$ - n/a	\$ 70,330.00		
	Pedicord	12/12/14	100 W. Oak St	0.3481	\$ 155,984.00 4,444	\$ 486,032.00		
	City Lot	12/12/14	108/110 Jackson	0.3479	\$ - n/a			
	Jones (K&M)	9/3/15	106 N. Birmingham	0.2100	\$ 42,314.00 4,125	\$ 190,596.10		
	Pawn Shop/All The Rave	1/7/22	104 S. Ballard	0.0860	\$ 5,420.00 1,885	\$ 475,441.20		
	FBC Lot	6/15/16	111 N. Ballard St	0.2000	\$ - n/a	\$ 150,964.00		
	FFA Village	1/7/18	102 N. Birmingham	0.1700	\$ - n/a	\$ 99,804.00		
	Boyd	7/28/21	103 S. Ballard	0.0760	\$ 49,231.00 Demo	\$ 328,792.20		
	Keefer	10/27/21	401 N Keefer Dr	0.4890	\$ 83,084.00 Demo	\$ 237,951.39		
	Parupia	8/19/22	200 W Brown	0.0770	\$ - Demo	\$ 159,325.57		
UP Lot	9/30/22	UP Lot	0.4760	\$ - 832	\$ 82,126.92	\$ 2,501,397.38		
Alanis Dr.	White Property	12/12/14	Alanis	6.6328	\$ - n/a	\$ 420,336.00	\$ 420,336.00	
South Ballard	Birmingham Trust	6/3/15	505 - 607 S. Ballard	1.1190	\$ - n/a	\$ 409,390.00		
	Murphy	3/7/19	701 S. Ballard	0.2000	\$ 115,724.00 1,312	\$ 172,487.04		
	Marlow	3/31/22	305 S. Ballard	0.1865	\$ - 1,008	\$ 185,457.52		
	Braley	7/22/19	503 S. Ballard	0.2558	\$ - n/a	\$ 177,397.96	\$ 759,275.00	
Squire Dr.	Gallagher	3/14/18	Squire-lot 2-4	2.6720	\$ 100,404.00 6,000	\$ 573,844.35	\$ 573,844.35	
Brown & 78	Turner	12/5/18	504 E. Brown	1.0220	\$ - n/a	\$ 308,179.81		
	Wallace	12/18/18	502 E. Brown	0.1870	\$ 24,637.00 Demo	\$ 204,775.00		
	Karan	12/28/18	300 E. Brown	2.3866	\$ - n/a	\$ 1,250,391.20		
	O'Donald	1/7/19	410 E. Brown	0.1870	\$ 64,421.00 Demo	\$ 177,043.75		
	Weatherford	2/12/19	303 Marble	2.1740	\$ - n/a	\$ 757,488.00		
	Brothers JV	2/26/19	306 & 308 N. 2nd Street	0.3770	\$ - n/a	\$ 145,923.04		
	Pulliam	2/27/19	300 N. 2nd Street	0.2570	\$ 122,764.00 1,364	\$ 218,472.20		
	Swayze	4/18/19	208 N. 2nd Street	0.2580	\$ - n/a	\$ 187,501.40		
	Swayze	5/9/19	204 N. 2nd Street	0.2580	\$ - n/a	\$ 187,658.20		
	Kreymer	10/9/19	302 N. 2nd Street	0.1290	\$ 72,609.00 1,386	\$ 187,941.76		
	KCS	11/22/19	Hwy 78 Frontage	2.5363	\$ - n/a	\$ 674,110.20		
	City of Wylie	5/14/20	ROW Purchase/Alleys	1.8800	\$ - n/a	\$ 81,713.00		
	Collin County	5/7/20	SWC Hwy 78 & Marble	0.3590	\$ - n/a	\$ 75,964.20		
	Collin County	5/7/20	414 S. 2nd Street (NWC Hwy 78 &	1.2260	\$ - n/a	\$ 296,152.20		
	TxDOT	2/21/21	SWC Hwy 78 & Brown	0.2209	\$ - n/a	\$ 78,540.00	\$ 4,831,853.96	
	Total				48.2406	\$ 1,611,285.00	63,861	\$ 16,620,520.10

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

December 31, 2022

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2022	FY 2023	FY 2024	FY 2025	FY 2026				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 154,548.56	\$ 29,377.51	\$ -	\$ -	\$ -	\$ 29,377.51	\$ 916,073.93	\$ 1,100,000.00	A
BALLERS ELITE- THE LAB, LLC	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
DW WYLIE	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	
CBC PROPERTY HOLDINGS	\$ 50,000.00	\$ 13,140.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 38,140.34	
SAVANNAH WOODBRIDGE	\$ 90,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 90,000.00	
CARDINAL STRATEGIES	\$ 106,800.00	\$ 16,933.00	\$ 24,934.00	\$ -	\$ -	\$ -	\$ 24,934.00	\$ 49,433.00	\$ 91,300.00	
AVANTI, LLC	\$ 120,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 60,000.00	\$ 120,000.00	
GDA INVESTMENTS	\$ 30,500.00	\$ 20,000.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -	\$ 30,500.00	
LUV-ROS	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 10,000.00	B
AMERICAN ENTITLEMENTS I	\$ 33,000.00	\$ 33,000.00	---	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000.00	C
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 40,000.00	\$ 60,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	\$ 46,500.00	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,500.00	\$ -	\$ 65,000.00	
FUEL CITY	\$ 500,000.00	\$ -	\$ 500,000.00	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00	
AMERICAN ENTITLEMENTS II	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	
	\$ 2,295,300.00	\$ 419,121.90	\$ 664,061.51	\$ 29,250.00	\$ -	\$ -	\$ 693,311.51	\$ 1,155,506.93	\$ 2,232,940.34	

Deferred Out Flow \$ 683,934.00

A. SLSTX Reimbursement Qrtly Pmnts

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

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



Wylie Economic Development
Board

AGENDA REPORT

Meeting Date:	<u>January 18, 2023</u>	Item Number:	<u>1</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>January 13, 2023</u>	Exhibits:	<u></u>

Subject

Consider and act upon a First Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC.

Recommendation

Motion to TABLE the First Amendment to the Purchase and Sale Agreement between the WEDC and MLKJ Investments LLC.

Discussion

Tabled from 12-21-2022

Remove from table and consider

Staff will lead the discussion about this item.

AGENDA REPORT

Meeting Date:	January 18, 2023	Item Number:	3
Department:	WEDC		<i>(Staff Use Only)</i>
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	January 13, 2023	Exhibits:	1

Subject

Consider and act upon a Performance Agreement between the WEDC and CLF II LI Wylie Owner, LLC.

Recommendation

Motion to approve a Performance Agreement between the WEDC and CLF II LI Wylie Owner, LLC providing for a maximum incentive of \$1.3 MM and further authorizing the WEDC Executive Director to execute said Agreement.

Discussion

As the Board will recall, WEDC staff initially presented Project 2021-12a back in December of 2021. After further analysis and Board direction, staff took the project to City Council on March 22, 2022. In accordance with Resolution No. 2019-17(R), the Wylie City Council authorized the WEDC to formalize negotiations with CLF II LI Wylie Owner, LLC and enter into a Performance Agreement with the same.

Lovett Industrial originally requested assistance from the WEDC specifically related to the construction of a large distribution facility Hwy 78 between Anson Pkwy and Wylie East Boulevard, just across the highway from the KCS Intermodal. The overall project will create four commercial lots and accommodate the construction of a new 274,000 square foot distribution facility. CLF II LI plans to invest over \$30 million on the project which is anticipated to be complete by mid-2024. Infrastructure included in the project includes three TxDOT deceleration lanes, one signal relocation, the reconstruction of Anson Parkway and median improvements on Wylie East. Additionally, the project is also tied to the installation of natural gas that will be extended up Wylie East and throughout the site to better serve the future tenants of those commercial pad sites. These improvements will add value to the neighboring tracts of land and maximize the buildable square footage on the adjacent properties.

The attached Agreement outlines a \$1,300,000 infrastructure reimbursement incentive and the Performance Measures are identified as follows:

Incentive No. 1 – \$650,000

- Proof of Certificate of Completion (CC) 18 months after the effective date; and
- Proof of installation (and acceptance) of the Qualified Infrastructure
 - TxDOT Decel Lanes, Anson Pkwy Improvements, Gas Main Extension
- Proof Company is current on all ad valorem taxes

Incentive No. 2 –\$650,000

- Proof of continuous ownership 12 months after CC
 - Or proof that they conveyed ownership of the property, and that the new owner has maintained ownership through the first anniversary of the CC.
- Proof Company is current on all ad valorem taxes

Economic Impact Analysis (EIA): While this project plans to invest \$30MM, the estimated valuation is roughly \$20MM. With the WEDC's Infrastructure Reimbursement of \$1,300,000, this project will generate an estimated \$4.4MM in overall tax revenue for the City of Wylie over the next 10 years. For every \$1 that the WEDC invests, this developer is investing \$3.38 in our community. It is important to note that all of our financial assistance is going toward offsite infrastructure and that we are investing Sales Tax to eliminate the future need of the City to improve Anson Parkway utilizing Property Taxes.

Additional estimates of tax revenue generated includes \$598k for Collin County, \$5MM for WISD, and \$273k for Collin College over the next 10 years.

PERFORMANCE AGREEMENT
Between
Wylie Economic Development Corporation
And
CLF II LI Wylie Owner, LLC

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

RECITALS

WHEREAS, Company owns a certain tract of property located within the corporate limits of the City of Wylie, Texas (the "City"), being Lots 1-3, Block A, LI 78 Logistics Center, in the City of Wylie, Collin County, Texas, as more fully described in the attached **Exhibit A** (the "Property"); and

WHEREAS, the Company desires to construct an industrial and/or warehouse facility containing approximately 274,416 square feet of space on the Property with an estimated capital investment of \$30,000,000.00 (the "Facility") in accordance with the site plan attached hereto and incorporated herein as **Exhibit B**; and

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

WHEREAS, Company has executed the statement attached hereto as **Exhibit D**; and

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

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

WHEREAS, the WEDC has found that the Qualified Infrastructure is necessary to promote or develop new or expanded business enterprises in the City and the WEDC has concluded that, (i) the Qualified Infrastructure constitutes a "project", as that term is defined in the Act, (ii) WEDC is willing to provide Company with economic assistance as hereinafter set forth on the terms and

subject to the conditions as stated herein, and (iii) Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

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

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

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

1. Economic Assistance. Subject to the terms of this Agreement and provided Company is not in default, the WEDC will provide Company economic assistance in the form of performance reimbursement incentives (the "Reimbursement Incentives") upon completion of the Performance Criteria set forth below. The total amount of economic assistance and/or incentives to be paid to the Company by WEDC, including the Reimbursement Incentives, shall not exceed the cumulative sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

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

A. **Incentive One.** A maximum Reimbursement Incentive of Six Hundred Fifty Thousand Dollars (\$650,000.00) will be paid to the Company by WEDC upon completion of the following Performance Criteria for Incentive One:

i. Company shall construct or cause to be constructed on the Property the Facility, as evidenced by a Certificate of Completion or letter from the City's Chief Building Official (a "Certificate of Completion") for the Facility, no later than eighteen (18) months after the Effective Date, as extended for the duration of any event of force majeure (the "Facility CC Deadline"). The issuance date of the Certificate of Completion for the Facility will become the "Facility Completion Date." For purposes of this paragraph, "force majeure" include without limitation of the generality thereof, acts of nature, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other event causing delay of performance in meeting the Facility Completion Date, whether similar to those enumerated or otherwise, which are not within the control of the Company, and which Company could not have avoided by the exercise of due diligence and care;

ii. Company shall supply documentation to the WEDC that the Qualified Infrastructure has been completed and accepted by the City and that the hard and soft costs of constructing the Qualified Infrastructure was at least One Million Three Hundred Thousand Dollars (\$1,300,000.00) no later than the Facility CC Deadline;

iii. Company shall be current on all ad valorem taxes on the Property and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and

B. **Incentive Two.** A maximum Reimbursement Incentive of Six Hundred Fifty Thousand Dollars (\$650,000.00) will be paid to the Company upon completion of the following Performance Criteria for Incentive Two:

i. Company shall be current on all ad valorem taxes due on the Property and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC.

ii. Company shall provide to WEDC documentation acceptable to WEDC confirming either (A) that Company has maintained continuous ownership of the Property from the Effective Date through the first (1st) anniversary of the Facility Completion Date or (B) that Company conveyed ownership of the Property to a third party, naming the third party and setting forth the date on which the conveyance occurred, and that such third party has owned the Property through the first (1st) anniversary of the Facility Completion Date. If Company has conveyed title to the Property prior to the first (1st) anniversary of the Facility Completion Date, Company shall have notified WEDC of such conveyance in advance and, if the new owner of the Property is a permitted assignee under Section 7(c) below, Company shall have provided notice of whether this Agreement has been assigned to the new owner.

3. **WEDC Payment of Reimbursement Incentives.** Subject to the terms and conditions of this Agreement, including Company's satisfaction of the applicable Performance Criteria for a Reimbursement Incentives payment, payment shall be made by WEDC to the Company within thirty (30) days after the applicable documentation for achievement of the Performance Criteria for such Reimbursement Incentives payment has been provided to WEDC.

4. **Default.** The WEDC's obligation to make a payment of the Reimbursement Incentives to Company will terminate or be reduced if Company defaults by not completing the Performance Criteria applicable to such Reimbursement Incentives payment as set forth in Section 2 of this Agreement and Company does not cure such default within 30 days after written notice from WEDC. In the event Company fails to meet any of the Performance Criteria for Incentive One in Section 2 of this Agreement, the Reimbursement Incentives shall not be paid to the

Company and WEDC shall have the right, but not the obligation, in WEDC's sole discretion, to terminate this Agreement.

If during the Term of this Agreement, Company, or a branch, division or department of Company, is convicted of a violation under 8 U.S.C. §1324a(f), Company shall repay the amount of the Reimbursement Incentives provided under this Agreement to Company plus three percent (3.0%) simple interest, not later than the 120th day after the date the City notifies Owner of the violation

5. Termination of Agreement. This Agreement may be terminated by mutual written consent of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in this Agreement and the other failing to cure such failure within thirty (30) days after a notice of the failure to fulfill the obligation provided by the other party, or as otherwise provided in this Agreement.

6. Economic Assistance Termination. Notwithstanding the terms of this Agreement, to the extent this Agreement is not earlier terminated, the WEDC's obligation to pay a portion or all of the Reimbursement Incentives to Company will expire upon the earlier of (i) the full payment of the Reimbursement Incentives, (ii) thirty (30) days after the first (1st) anniversary of the Facility Completion Date if Company has not by such time provided documentation to WEDC that it has met the Performance Requirements for Incentive Two, or (iii) December 31, 2025.

7. Miscellaneous.

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

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

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

d. Any notice required or permitted to be given under this Agreement shall be deemed delivered by hand delivery or depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any party hereto might specify in writing:

WEDC: Mr. Jason Greiner
Executive Director
Wylie Economic Development Corporation

250 South Highway 78
Wylie, TX 75098

With copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Chris Zillmer

COMPANY: CLF II LI Wylie JV, LLC
1902 Washington Avenue
Suite A
Houston, TX 77007
Attn: Sara Bloom

With copy to: Jackson Walker L.L.P.
2323 Doss Avenue, Suite 600
Dallas, Texas 75201
Attn: William Dahlstrom

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

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

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

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

i. Time is of the essence in this Agreement.

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

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

[SIGNATURE PAGE FOLLOWS]

WEDC Board approved this _____ day of _____, _____ (the “Effective Date”).

WEDC:

WYLIE ECONOMIC DEVELOPMENT CORPORATION, a Texas Corporation

By: _____
Jason Greiner, Executive Director

COMPANY:

CLF II LI WYLIE OWNER, LLC, a Delaware limited liability company

By: CLF II LI Wylie JV, LLC, a Delaware limited liability company, its Manager

By: _____
Name: _____
Title: _____

Exhibits:

- Exhibit A - Legal Description of the Property
- Exhibit B - Site Plan of the Facility
- Exhibit C - The Qualified Infrastructure
- Exhibit D - Statement Regarding Undocumented Workers

EXHIBIT A

Description of the Property

Lots 1-3, Block A, LI 78 Logistics Center, an addition to the City of Wylie, Collin County, Texas, according to the Final Plat thereof recorded October 21, 2022, in Volume 2022, Page 760, Plat Records, Collin County, Texas.

DRAFT

EXHIBIT B

Site Plan of the Facility

[SEE ATTACHED]

DRAFT

EXHIBIT C

The Qualified Infrastructure OPCC & Exhibit



General Contractor	TBD
Date	11-Oct-22

Project Name	Lovett Wylie
City	Wylie
State	TX

1 2 3 4 5

	Units	Anson Parkway (Remove & Replace)	Right Hand Turn Lane to Anson Pkwy	TxDOT Turn Lanes	Wylie East Drive Median Cut	Gas Main Extension
01-100- GENERAL CONDITIONS						
General Conditions		8,242.92	7,743.71	4,946.43	2,385.60	none
Sub Total		8,242.92	7,743.71	4,946.43	2,385.60	-
02-000- SITE WORK COMPLETE						
Survey						
Termite						
Traffic Control		22,943.63	5,736.00	10,070.00		
Demolition & Haul Off						
Stabilization						
Site Grading and Fill/ Stabilization		72,400.00	45,600.00	50,100.00	47,000.00	
Building Pad						
Temp Access Drives and Staging/ Ring Road						
Spills Removal						
Erosion Control/ SWPPP						
Utilities - Sanitary						
Utilities - Fire & Water						
Utilities - Storm			64,370.00			
Detention						
Site Electric						
Site Sleeves						
Site Concrete, Paving, Curbs, Walks		179,000.00	59,000.00	108,000.00	31,000.00	
Asphalt Paving						
Screenwall						
Striping and Signage		15,900.00	6,000.00	6,000.00	6,000.00	
Traffic Signals			91,960.00			
Landscape and Irrigation						
Sub Total		290,243.63	272,666.00	174,170.00	84,000.00	-
03-000- Concrete						
04-000- MASONRY AND STONE WORK						
05-000- STEEL SUPPLY AND ERECTION						
06-000- INTERIOR FINISHES						
07-000- THERMAL AND MOISTURE						
08-000- DOORS METAL / WOOD / AUTOMATIC						
08-500- STOREFRONT GLASS, DOORS AND WINDOWS						
09-000- EXTERIOR FINISHES						
10-000- PURCHASES						
11-000- EQUIPMENT						
15-000- Gas Main Extension (by Atmos)						
6" gas main parallel to Wylie East	720.00	-	-	-	-	108,000.00
4" gas main extension onto industrial site	680.00	-	-	-	-	68,000.00
2" gas main lateral service to retail & warehouse	674.00	-	-	-	-	48,750.00
Sub Total		-	-	-	-	224,750.00
15-400- Plumbing						
15-700- HVAC						
16-000- ELECTRICAL						
SUB-TOTAL		298,486.55	280,409.71	179,116.43	86,385.60	224,750.00
Builders Risk Insurance	0.15%	447.73	420.61	268.67	129.58	-
Insurance	1.15%	3,432.60	3,224.71	2,059.84	993.43	-
Fee	3.50%	10,582.84	9,941.93	6,350.57	3,062.80	-
Sales Tax	0.00%	Included	Included	Included	Included	-
P&P Bond	3.0%	8,954.60				-
TOTAL		321,904.31	293,996.97	187,795.51	93,162.98	224,750.00

Total Improvements						1,121,610
Testing on Items 1-4 (Direct Cost & GC's Only)	3.0%		844,398			25,332
Contingency on Items 1-5 plus testing	15.0%		1,146,942			172,041
Total Reimbursable Costs						1,318,983

EXHIBIT C (Continued)

The Qualified Infrastructure OPCC & Exhibit

DRAFT

EXHIBIT D

Statement Regarding Undocumented Workers

[SEE ATTACHED]

DRAFT

Statement Regarding Hiring of Undocumented Workers

The undersigned certifies to the best of his or her knowledge and belief, that:

- _____ (the "Business") or a branch, division, or department of the business, certifies does not and will not knowingly employ undocumented workers. For purposes of this verification, "Undocumented worker" means an individual who, at the time of employment, is not:
 - lawfully admitted for permanent residence to the United State; or
 - authorized under law to be employed in that manner in the United States.
- If, after receiving one or more Public Subsidies (defined below), the Business or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Business shall repay the amount of the Public Subsidy with interest, at the rate and according to the terms provided in the agreement for public subsidies per V.T.C.A. Government Code§ 2264.053 (Vernon 2007), not later than the 120th day after the date the City notifies the Business of the violation. "Public Subsidies" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements.

This statement is made pursuant to Texas. Government Code §2264.

BUSINESS:

By: _____

Title _____

AGENDA REPORT

Meeting Date:	January 18, 2023	Item Number:	4
Department:	WEDC		<i>(Staff Use Only)</i>
Prepared By:	Jason Greiner	Account Code:	
Date Prepared:	January 13, 2023	Exhibits:	1

Subject

Consider and act upon issues surrounding a Purchase and Sale Agreement between the WEDC and Glen Echo Brewing LLC.

Recommendation

Motion to approve a Real Estate Sales Contract between the WEDC and Glen Echo Brewing LLC. for the sale of a .2100-acre property and further authorize WEDC President Dawkins to execute all documentation necessary to effectuate the transaction.

Discussion

The attached Real Estate Sales Contract between Glen Echo Brewing LLC and the WEDC is for the .2100-acre lot at 106 N. Birmingham, formerly K&M Automotive, purchased by the WEDC on September 3, 2015.

Analysis:

- Lot Size: .2100 acres or 9,148 square feet
- Sales Price: \$290,000
 - \$190,000 Cash to Close
 - \$100,000 Promissory Note
- Feasibility Period: 90 Days
- Closing Date: 30 Days

As negotiated within the Contract, the WEDC will draft the necessary documents to facilitate the closing and promissory note. If approved, Glen Echo will get started on their feasibility and inspections of the property in early February. WEDC Staff anticipates that Glen Echo will close as soon possible, given that initial HRC, Planning/Zoning and City Council approvals have already been received. Realistically, Glen Echo could open to the public in mid-2023.

REAL ESTATE SALES CONTRACT

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a Texas corporation, of 250 State Highway 78 South, Wylie, Texas 75098 ("Seller") and **GLEN ECHO BREWING LLC**, a Texas limited liability company ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01 Seller hereby sells and agrees to convey by Special Warranty Deed with Vendor's Lien (the "Deed"), and Purchaser hereby purchases and agrees to pay for, that certain real estate, and any improvements located thereon, being Lot R-1, Block 2 of a Replat of Part of Lot 9 and Part of Lot 10, Block 2, of W.J. Keller's First Addition, an Addition to the City of Wylie, Collin County, Texas, according to the map or plat thereof recorded in Volume F, Page 574, Plat Records of Collin County, Texas, and commonly known as 106 N. Birmingham Street, Wylie, Texas, 75098 (the "Land").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, and including all rights to all oil, gas and other minerals, together with any improvements, fixtures, and personal property situated on and attached to the Property, (all of such Land, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price (herein called the "Purchase Price") for the Property shall be the sum of *Two Hundred Ninety Thousand and No/100 Dollars* (\$290,000.00).

Payment of Purchase Price

2.02 The Purchase Price shall be payable as follows:

(a) Cash at Closing in the amount of *One Hundred Ninety Thousand and No/100 Dollars* (\$190,000.00) (the "Cash Portion of the Purchase Price"); and

(b) Seller Financing: The balance of the Purchase Price will be in the form of a promissory note (the "Seller Note") from Purchaser to Seller in the amount of *One Hundred Thousand and No/100 Dollars* (\$100,000.00), bearing interest at zero percent (0.00%) per annum, secured by a Vendor's Lien and a Deed of Trust, with the Seller Note being due and payable in annual installments of interest and principal with the first payment being due and payable upon the earlier of (i) the issuance of a Certificate of Occupancy from the City of Wylie for the remodel of a 4,125 square foot building on the Property, or (ii) six (6) months after the Closing Date, with the remaining two (2) annual installments being due twelve (12) and twenty-four (24) months following the first installment, subject to the terms of the Performance Agreement; PROVIDED, HOWEVER, that all or a portion of the Seller Note may be released without payment thereon in the event Purchaser complies with the performance requirements set forth in a Performance Agreement described in Article II, Section 2.02(c) hereinafter set forth.

(c) Seller and Purchaser shall enter into a Performance Agreement (the “Performance Agreement”) whereby Seller agrees to make available to Purchaser a financial economic grant equal to the amounts owed under the Seller Note in the event Purchaser meets certain economic criteria in the form set forth in the Performance Agreement attached hereto, marked **Exhibit A**, and made a part hereof for all purposes.

(d) The Seller Note and the Deed of Trust lien securing it shall be second and inferior to the promissory note and lien to be executed by Purchaser and payable to a third-party lender for the construction of the proposed improvements on the Property. Seller agrees to execute a Subordination Agreement with Lender in a form approved by all parties.

ARTICLE III

PURCHASER’S OBLIGATIONS

Conditions to Purchaser’s Obligations

3.01 The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02 Within twenty (20) days after the execution date of this Contract, Seller, at Purchaser’s sole cost and expense, shall have caused Lawyers Title Company (Baron Cook), 250 Highway 78 South, Wylie, Texas 75098 (the “Title Company”) to issue a preliminary title commitment (the “Title Commitment”), accompanied by true, correct and legible copies of all recorded documents relating to the Property referred to in the Title Commitment (the “Title Documents”). Purchaser shall give Seller written notice on or before twenty (20) days following

receipt of the later of the Title Commitment, Title Documents, and Survey of any objections Purchaser may have to such Title Commitment, Title Documents, and Survey. Any exceptions listed in Schedule C of the Title Commitment shall be deemed objectionable to Purchaser. Purchaser hereby agrees that zoning ordinances (unless Purchaser's intended use of the Property violates or is improper under the current applicable zoning ordinances), the lien for current taxes, and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions and Purchaser shall not be entitled to object to the status of title or avoid the closing on account of such permitted exceptions. In the event Seller is unable or unwilling to cure Purchaser's objections, then within ten (10) days after receipt of Purchaser's written notice, Seller shall notify Purchaser of the same and this Contract, any Options granted hereunder and the Performance Agreement shall thereupon be null and void at Purchaser's option for all purposes, and the Escrow Deposit shall be forthwith returned by the Title Company to Purchaser. Purchaser's failure to give Seller written notice of such objections as provided herein shall constitute Purchaser's acceptance thereof.

Survey

3.03 Within twenty (20) days after the execution of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser and the Title Company a current plat of survey ("Survey") of the Property, prepared by a duly licensed Texas land surveyor. The Survey shall be in a form acceptable to the Title Company in order to allow the Title Company to delete the survey exception at Purchaser's expense (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the

Federal Insurance Administration, easements, and rights-of-way on or adjacent to the Property and shall set forth the number of total square feet comprising the Property.

Feasibility Period

3.04 Purchaser shall have ninety (90) days following the effective date of this Contract, in which to inspect the Property and determine if the same is suitable for Purchaser's intended use (the "Feasibility Period"). In the event Purchaser notifies Seller in writing on or before 5:00 p.m. on the last day of the Feasibility Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Contract shall terminate. In the event Purchaser fails to so notify Seller in writing prior to the expiration of the Feasibility Period of Purchaser's election to terminate this Contract, this Contract shall continue in full force and effect.

3.05 Seller hereby grants to Purchaser and Purchaser's representatives, contractors and agents the right to enter upon the Property and conduct such tests as Purchaser deems necessary. Purchaser shall indemnify and hold harmless Seller from all claims, actions or causes of action which might occur as a result of the negligence of Purchaser, Purchaser's representatives, contractors or agents while entering upon or testing of the Property and provided further that Purchaser shall be responsible for all damages occasioned to the Property arising out of the negligence of Purchaser during its occupation. Notwithstanding anything herein to the contrary, Purchaser shall not be liable in any way or form due to any damages arising out of the sole negligence or intentional acts of Seller.

Due Diligence

3.06 Within fifteen (15) days from the effective date of this Contract, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports,

tests, environmental studies, license agreements, management agreements, and other information related to the Property in Seller's possession. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

ARTICLE IV

CLOSING

4.01 The closing shall be at the Title Company, on or before thirty (30) days following the expiration of the Feasibility Period (which date is herein referred to as the "Closing Date").

4.02 At the closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(1) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(2) Any exceptions approved by Purchaser pursuant to this Contract;
and

(3) Any exceptions approved by Purchaser in writing.

(b) Deliver to Purchaser, at Purchaser's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, together with the value of any proposed Improvements (additional coverage at Purchaser's expense), subject only to those title exceptions listed in this Contract, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, at the expense of the Purchaser, except as to shortages in area.

(c) Deliver to Purchaser the executed Performance Agreement.

(d) Deliver to Purchaser possession of the Property.

4.03 At the closing, Purchaser shall:

(a) Deliver to Seller the Cash Portion of the Purchase Price.

(b) Deliver to Seller the executed Performance Agreement.

(c) Deliver to Seller the execute Seller Note.

(d) Deliver to Seller the executed Deed of Trust.

4.04 All state, county, and municipal taxes for the then current year relating to the Property, if any, shall be assumed by the Purchaser. Any rollback taxes that may be assessed against the Property shall be the responsibility of the Purchaser.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

4.05 Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase of the Property shall be borne and paid by the Purchaser.

ARTICLE V**REAL ESTATE COMMISSIONS**

5.01 Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. Each party hereto indemnifies and agrees to defend and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Contract insofar as such claims shall be based upon alleged

arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Contract.

ARTICLE VI

ESCROW DEPOSIT

6.01 Upon the full execution of this Contract and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to the Title Company, a check in the amount of \$5,000.00 as the Escrow Deposit which shall apply toward the Purchase Price at closing.

ARTICLE VII

CASUALTY

7.01 All risks of loss to the Property shall remain upon Seller prior to the Closing.

ARTICLE VIII

REPRESENTATIONS

8.01 As a material inducement to the Seller and Purchaser to execute and perform its obligations under this Contract, the Seller and Purchaser hereby represent and warrant to each other as of the date of the execution of this Contract, and through the date of the closing as follows:

- (a) Seller is the owner in fee of the Property;
- (b) To the best of Seller's knowledge, there are no actions, suits, or proceedings (including condemnation) pending or threatened against the Property, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is the Seller aware of any facts which to its knowledge might result in any such action, suit, or proceeding.

(c) The Property is not in a water district.

(d) **“AS IS”. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER’S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER’S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN**

REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

ARTICLE IX

OPTIONS TO PURCHASE

9.01 Purchaser hereby grants to Seller (from and after the Closing Date) the exclusive right and option to purchase the Property (the "Option") on the following terms and subject to the following precedent:

(a) The Seller will have the Option to re-purchase the Property in the event the Purchaser fails to commence construction of the Improvements on or before _____ days following Closing;

(b) The purchase price of the Property shall be equal to the Purchase Price which shall be paid either in the form of cash and/or as a credit against Seller's Note, less any sums that must be paid to any affiliate or third parties to clear any liens or encumbrances to the Property.

(c) Seller must close upon exercise of the option within thirty (30) days of the exercise of the option.

(d) Seller's right to exercise the Option is conditioned upon Purchaser failing to commence construction of the Improvements as defined in and by the date described in the Performance Agreement.

(f) The Option shall be subordinate to any third party financing for the construction of improvements upon the Property.

(g) Seller's failure to give written notice to Purchaser of the exercise of this Option on or before fifteen (15) months from the date of Closing shall automatically and immediately terminate all of Seller's rights under this Section 9.01.

9.02 The parties agree to execute a memorandum of option that may be recorded by the parties in the Land Records of Collin County, Texas.

9.03 The provisions of Article IX shall survive closing and not be merged therein.

ARTICLE X

BREACH BY SELLER

10.01 In the event Seller shall fail to fully and timely perform any of Seller's obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may pursue specific performance, as its sole and exclusive remedy.

ARTICLE XI

BREACH BY PURCHASER

11.01 In the event Purchaser shall fail to fully and timely perform any of Purchaser's obligations hereunder or shall fail to consummate the purchase of the Property for any reason, except Seller's default, and Seller not being in default hereunder, may pursue specific performance, as its sole and exclusive remedy.

ARTICLE XII

MISCELLANEOUS

Survival of Covenants

12.01 Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, shall survive the closing and shall not be merged therein.

Notice

12.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the address set forth herein above.

Texas Law to Apply

12.03 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

Parties Bound

12.04 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Contract is not assignable by the Purchaser without the written consent of the Seller.

Nondisclosure

12.05 Neither party shall disclose to any person or entity, except for the parties' attorneys, accountants or other professionals, the terms of this Agreement or the identity of the parties and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

12.06 In case any one or more of the provisions contained in this Contract 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 hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

12.07 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting

the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

12.08 Time is of the essence of this Contract.

Attorney's Fees

12.09 Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

12.10 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

12.11 Upon the request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

12.12 In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance.

Effective Date of Contract

12.13 The term "effective date of this Contract" as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by

their signatures below, which later date shall be the date of final execution and agreement by the parties.

[Signature Page Follows]

Executed on the dates set forth at the signatures of the parties hereto.

Seller:

Wylie Economic Development Corporation, a Texas corporation

By: _____
Demond Dawkins, President

Date of Execution: _____

Purchaser:

Glen Echo Brewing LLC, a Texas Limited Liability Company

By: _____
_____, _____

Date of Execution: _____

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the Earnest Money on _____, 202____, and accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

Lawyers Title Company

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Exhibit A
Form of Performance Agreement



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 18, 2023
Prepared By: Jason Greiner
Date Prepared: January 13, 2023

Item Number: 5
Account Code:
Exhibits:

Subject
Consider and act upon issues surrounding the 2022 WEDC Annual Report.

Recommendation
Staff recommends that the WEDC Board of Directors approve the 2022 WEDC Annual Report and present the same to the Wylie City Council for their review.

Discussion
As per the WEDC Bylaws, the WEDC must present an annual report to the Wylie City Council no later than January 31st of each year. The report must include but is not limited to, a review of all expenditures made by the Board, a review of accomplishments, and a review of other than direct economic development.
WEDC Staff will lead the discussion and make any necessary amendments to ensure that the report is presented to the Wylie City Council on January 25, 2022.



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 18, 2023 Item Number: 6
Prepared By: Jason Greiner Account Code:
Date Prepared: January 13, 2023 Exhibits: 1

Subject

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

Recommendation

Staff recommends that the WEDC Board of Directors elect officers to address a vacancy on the Board.

Discussion

Due to the resignation of WEDC Board Member and Treasurer, Tim Gilchrist, effective January 18, 2023, the Wylie EDC Board of Directors must elect new officers to address the pending vacancy of the Treasurer position.

Provided for the Board's review is Section V- Officers of the WEDC Bylaws. Section V provides for the selection of officers and the duties of the same.

Current WEDC Board Officers are:

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

Attachment:
WEDC Bylaws, Section V

4.14 Board's Relationship with Administrative Departments of the City

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

SECTION V
OFFICERS

5.01 Officers of the Corporation

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

5.02 Selection of Officers

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

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

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

5.03 Vacancies

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

5.04 President

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

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

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

5.05 Vice President

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

5.06 Secretary

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

5.07 Treasurer

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

5.08 Assistant Secretaries and Assistant Treasurers

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

5.09 Director of Economic Development

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

5.10 Other Employees

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

5.11 Contracts for Services

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

AGENDA REPORT

Meeting Date:	<u>January 18, 2023</u>	Item Number:	<u>7</u>
Prepared By:	<u>Jason Greiner</u>	Account Code:	<u></u>
Date Prepared:	<u>January 13, 2023</u>	Exhibits:	<u>1</u>

Subject

Consider and act upon issues surrounding the appointment of Board members to the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation.

Recommendation

Staff recommends that the WEDC Board of Directors appoint a new member to the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation to address a pending vacancy on the Subcommittee.

Discussion

Staff will lead a discussion on this item.

Due to the resignation of WEDC Board Member and Treasurer, Tim Gilchrist, effective January 18, 2023, the Wylie EDC Board of Director must appoint a new member to the Subcommittee of the Board to review and recommend any modifications to the existing bylaws of the Corporation to address a pending vacancy on the Subcommittee.

Current Subcommittee Members are Melisa Whitehead and Tim Gilchrist.

Attachment:
WEDC Bylaws, Section VI

SECTION VI
COMMITTEES

6.01 Qualifications for Committee Membership

Members of committees shall be appointed by the President, and approved by the Board. Committee members need not be members of the Wylie Economic Development Corporation unless required by these Bylaws or Board resolution.

6.02 Standing Committees

The President shall have authority to appoint the following standing committees of the Board and such other committees as the Board may deem appropriate in the future:

- 1. Budget, Finance and Audit Committee: This committee shall have the responsibility of working with the Director, or the contractual entity performing as Director as the case may be, in the formation and promotion of the annual budget of the Board. The Committee shall present such budget to the Board and, upon approval, shall present, in accordance with these Bylaws, said budget to the City Council. In addition to the preparation of the budget, the committee shall keep the Board advised in such matters. The Committee shall further have the responsibility to oversee and work with auditors of the City or outside auditors when audits of the Board are being performed.
- 2. Committee for Business Retention and Expansion: This committee shall work with the Director of Economic Development and shall keep the Board informed of all development and activities concerning business retention and expansion.
- 3. Committee for New Business Attraction and Recruitment: This committee shall work with the Director of Economic Development and shall keep the Board informed of all developments and activities concerning business attraction and recruitment.

6.03 Special Committees

The President may determine from time to time that other committees are necessary or appropriate to assist the Board of Directors, and shall designate, subject to Board approval, the members of the respective committees.

No such committee shall have independent authority to act for or instead of the Board of Directors with regard to the following matters: amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or Officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking the proceedings thereof; adopting a plan

for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee.

The designation and appointment of any such committee and delegation to that committee of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or on him/her by law or these Bylaws.

6.04 Term of Committee Members

Each member of a committee shall continue as such until the next appointment of the Board of Directors and until his or her successor on the committee is appointed, unless the committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors, or unless such member be removed from such committee.

Any committee member may be removed from committee membership by the President, with Board approval, whenever in their judgment the best interests of the Corporation would be served by such removal.

6.05 Vacancies on Committees

Vacancies in the membership of any committee may be filled in the same manner as provided with regard to the original appointments to that committee.

6.6 Ex-Officio Members

The City Manager or his designee and the Mayor or his designee may attend all meetings of the Board of Directors or Committees. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meeting is accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Corporation.

SECTION VII FINANCIAL ADMINISTRATION

The Corporation may contract with the City for financial and accounting services. The Corporation's financing and accounting records shall be maintained according to the following guidelines:



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 18, 2023
Prepared By: Jason Greiner
Date Prepared: January 13, 2023

Item Number: DS1
Account Code:
Exhibits:

Subject
Discussion regarding ICSC events.

Recommendation
No action is requested by staff for this item.

Discussion
Staff will lead a discussion about the ICSC Red River on January 18-20, 2023.
Create connections and catalyze deals with the innovators, dealmakers and changemakers driving the marketplaces industry forward in your region. Advance your business goals and experience the latest trends shaping the spaces where consumers shop, dine, work, play, and gather.
Schedule At-a-Glance
Wednesday, January 18
2:00 – 7:00 pm • Badge Pickup & Registration
Thursday, January 19
7:00 am – 5:00 pm • Badge Pickup & Registration
9:00 am – 5:00 pm • Dealmaking & Retailer Central
Friday, January 20
7:00 am – 12:00 pm • Badge Pickup & Registration
9:00 am – 12:00 pm • Dealmaking & Retailer Central



Wylie Economic Development Board

AGENDA REPORT

Meeting Date: January 18, 2023; Item Number: DS2; Prepared By: Jason Greiner; Account Code: ; Date Prepared: January 13, 2023; Exhibits: 4

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

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

Discussion: WEDC Property Update: Property Management (Notice to vacate letters...), Property- UP Lot/N Keefer (City Council approved...), Property- 200 W Brown (Closing took place...), Downtown Parking (Meeting held 1/17/23...)

Engineering Report:

Design & Engineering - FM 544/Cooper – Kimley Horn (KH)

- Zoning update and Preliminary/Final Plat submitted 1/10/23 – awaiting City comments.
- Plan production on infrastructure improvements is underway and includes a 24’ private fire lane with public utilities in an easement.
- Plans will be submitted to the City and TxDOT for review.
- Completion Date: early 2023

Water Line Relocation- State Hwy 78/Brown – Dowager Construction

- Project will be completed within the week.

Environmental- State Hwy 78 & Brown – Elm Creek (EC)

- EC has received testing results which confirmed that all contaminated soil above commercial limits has been removed from the site. The excavated soil is still stored on-site.
- EC is preparing the response to TCEQ comments on the APAR and will also submit the Response Action Completion report detailing the soil removal done at the site. Reports are anticipated to be completed by the end of January.
- Only onsite work remaining is to plug and abandon the remaining groundwater monitoring wells and complete a survey of where soil was removed to commercial limits.
- Completion Date: EOY or early 2023

ROW - State Hwy 78/Brown – Kimley Horn (KH)

- ROW exhibits showing 3 options were submitted 12/2022.
- Meeting held 1/17/23 to discuss with City and Juan Vasquez.

Planned Development- Cooper Plaza - State Hwy 78 & Brown

- Public Hearing for the proposed zoning change from Commercial Corridor to Planned Development- Commercial Corridor took place on 11-15-22 at P&Z and 12-13-22 at City Council.
- City Council approved the PD with the following amendments: remove by-right for restaurants with drive-in or drive-thru service, change Lot 6 to Lots 2-6, and require the elevation/site plans to come back before Council.

Flood Study- Hooper/Steel (KH)

- IPO for updated drainage study is being prepared and will be submitted this week.

Flood Study, Tree Survey, Water & Sewer Extension - State Hwy 78/Alanis (KH)

- Ongoing coordination underway with NTMWD and the adjacent property owners on the proposed drainage and sanitary sewer easement.
- Construction plans for water line and sanitary sewer line will be submitted to the City and NTMWD (expected 1/20/23 pending receipt of ARCO/Stealth Finishing wastewater usage numbers).
- Tree inventory completed and provided to ARCO.

BRE Updates:

- Staff conducted one BRE visit.
- Wylie ISD CTE Advisory Meeting: Electrical pathway was adopted by Wylie ISD and work has begun to identify the pre-apprenticeship/dual-credit classes for the electrical trade. Introductory courses were accepted into the curriculum, and they will enroll students for the 2023/2024 school year.
- Wylie Made Christmas Basket: The basket contained items from 8 entities: Carmie’s Kitchen, Coventry Reserve, City of Wylie’s Small Business Center, Dallas Caramel, Deanan Gourmet Popcorn, The Blend, Panaderia de la Esperanza, and Wylie ISD Café 544.

- Holiday Gift Guide: The program ran through December and was well received by merchants. Engagement was high and drove traffic through to businesses.

WEDC Activities/Programs in Review:

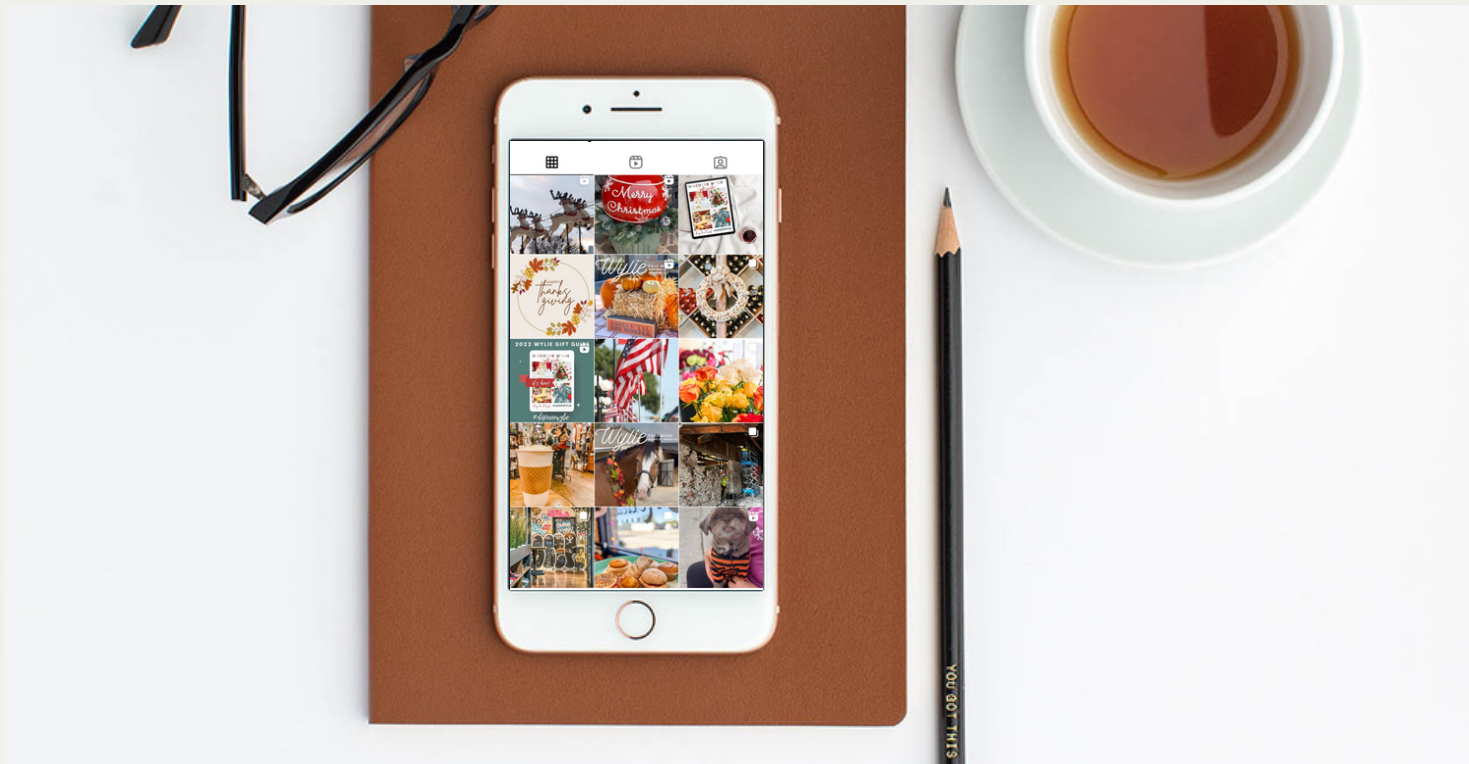
- TWC Conference- Nov 30-Jan 2- aw
- Collin County Business Alliance Luncheon- Dec 1- jg/rh
- Chamber of Commerce Gala- Dec 1- jg/aw/mb
- P&Z- Zoning Change: Keefer – Dec 6- jg
- Leadership Wylie: County Gov’t- Dec 8- rh
- Wylie CTE Advisory Meeting- Dec 13- aw
- Wylie Made Christmas Basket Distribution- Dec 16- jg/aw/rh
- Sales tax revenues for the month of January are up 12.93%.

Upcoming Events:

- ICSC Red River- January 18-20
- Wylie Days in Austin- February 6-7
- Please see the attached Marketing Calendar for the full list of upcoming events.

DISCOVER WYLIE

2022 *annual report*



  @DISCOVERWYLIE
1/1/2022 - 12/31/2022

OVERVIEW & STRATEGIES

@DiscoverWylie

Report Time Period: 01/01/2022 - 12/31/2022

Goals for this Year

- > Continue to grow and strengthen a social media presence on Instagram.
- > Increase engagement and shares.
- > Start TikTok
- > Start Discover Wylie blog
- > Discover Wylie Gift Guide

STRATEGIES APPLIED THIS QUARTER

- Started a TikTok
- Continued posting original reels.
- Shared local historical photos and facts.
- Engaged with followers through polls, questions, and quizzes in stories.
- Shared relevant follower content to stories (for example, resharing reels or posts created by locals who tagged the @DiscoverWylie account)
- Shared and promoted Discover Wylie Gift Guide
- Holiday promotion that benefited WDMA (Grinch)

STRATEGIES TO APPLY NEXT YEAR

- Continue posting stories with opportunities for followers to engage.
- Continue sharing local history and interesting Wylie facts to the feed and stories.
- Encourage followers to tag @DiscoverWylie and use #DiscoverWylie hashtag so we can share their content.
- Grow blog
- Start using Facebook stories
- Continue to grow TikTok

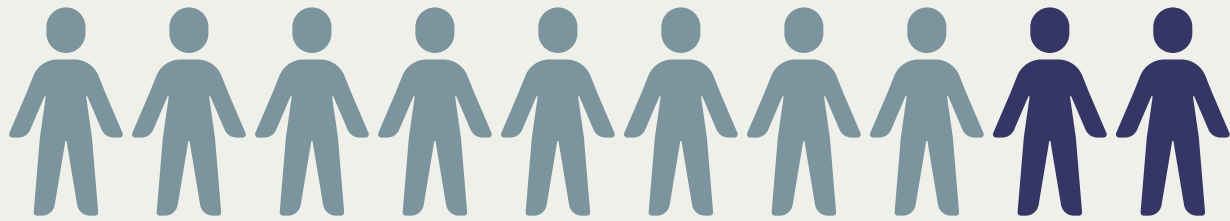
INSTAGRAM REPORT

@DiscoverWylie

Report Time Period: 01/01/2022 - 12/31/2022

338 FOLLOWERS 1/1	1025 FOLLOWERS 12/31	2021	2022	GROWTH	
687 NEW FOLLOWERS		REACH	1,746	58,156	+3,231 %
+203% GROWTH		CONTENT INTERACTIONS	1,075	8,918	+729%

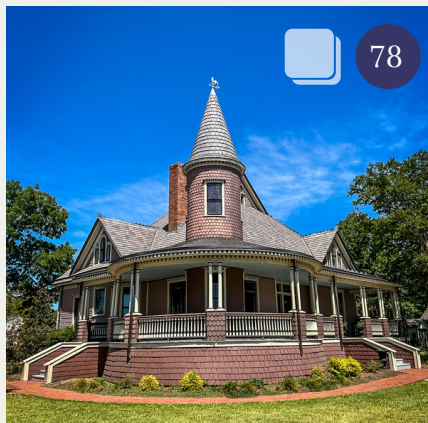
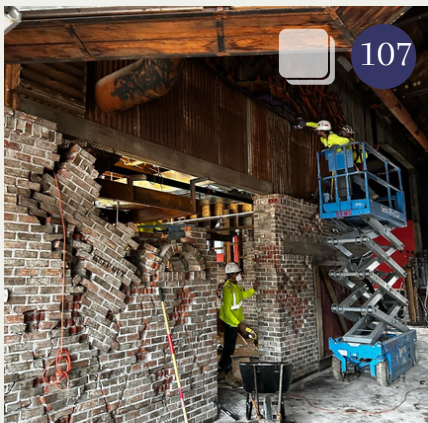
AUDIENCE FEMALE / MALE



AUDIENCE LOCATION

- WYLIE 47%
- SACHSE 7%
- MURPHY 4%
- DALLAS 4%
- NEVADA 4% REMAINING AUDIENCE SPREAD ACROSS OTHER CITIES, STATES, AND COUNTRIES

TOP POSTS BY LIKES

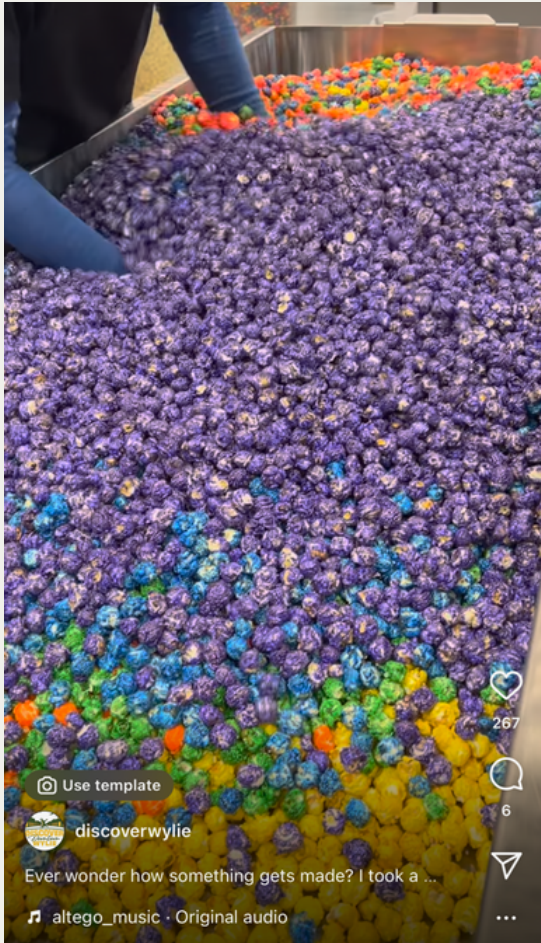


INSTAGRAM REPORT

@DiscoverWylie

Report Time Period: 01/01/2022 - 12/31/2022

THE REEL REPORT



Our most popular reel this year was the behind-the-scenes reel at Deanan Popcorn. It received 267 likes and was seen by more than 7,000 NON-FOLLOWER accounts.

Reels received: 78,031 views in 2022

FACEBOOK REPORT

@DiscoverWylie

Report Time Period: 01/01/2022 - 12/31/2022

18,763 FOLLOWERS 6/1	19,341 FOLLOWERS 12/31
284 NEW FOLLOWERS	
+3% GROWTH	



COMMENTS: 1607
 POST SHARES: 987
 REACTIONS: 9,619

AUDIENCE FEMALE / MALE



TOP PERFORMING POSTS

10,861 People reached | 1,314 Engagements | \uparrow +6.5x higher Distribution score

93 reactions | 19 Comments | 51 Shares

Total reach: 10,928
 Total reactions: 665
 Total comments: 55
 Total shares: 52

10,419 People reached | 1,923 Engagements

180 reactions | 33 Comments | 35 Shares

Total reach: 10,454
 Total reactions: 482
 Total comments: 99
 Total shares: 37

9,308 People reached | 1,921 Engagements

67 reactions | 45 comments | 56 Shares

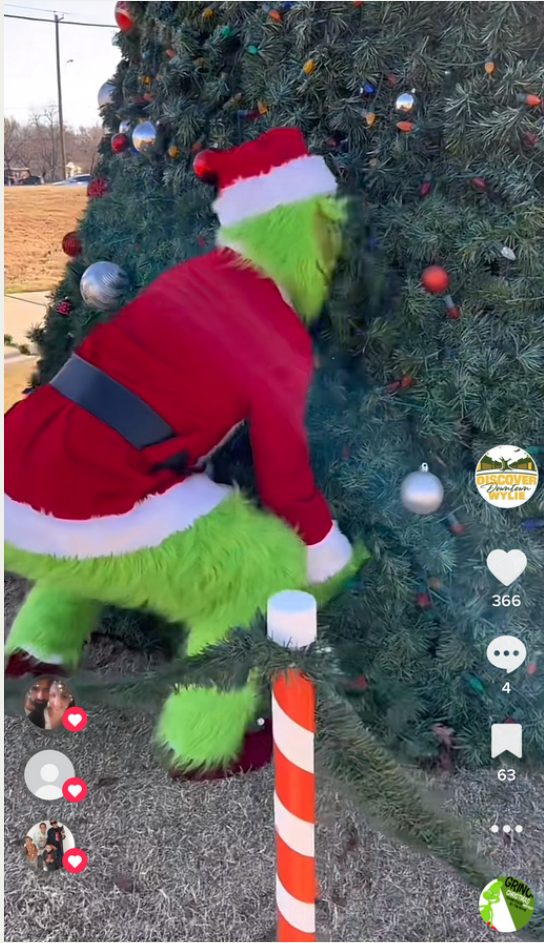
Total reach: 9,308
 Total reactions: 247
 Total comments: 160
 Total shares: 49

TIKTOK REPORT

@DiscoverWylie

Report Time Period: 12/01/2022 - 12/31/2022

0 FOLLOWERS 12/1	166 FOLLOWERS 12/31	TOTAL VIEWS	111,662
166 NEW FOLLOWERS			



Our most popular TikTok this year was the Grinch getting arrested. It received 366 likes, 63 saves, and was seen by 44,000 people!

GRINCH REPORT

@DiscoverWylie

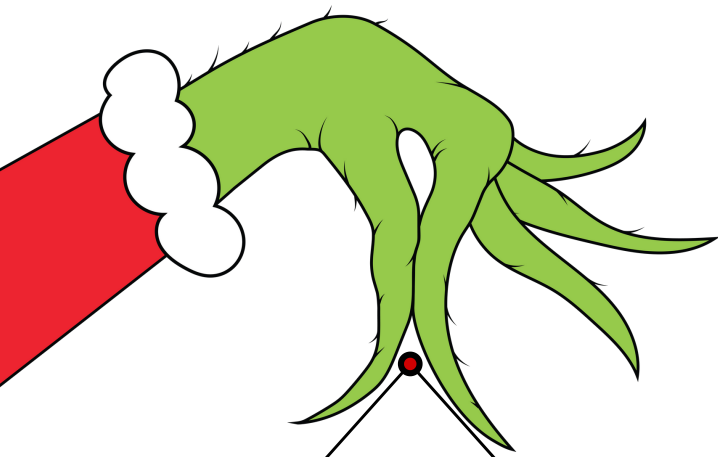
24 PIECES OF CONTENT (VIDEOS, PHOTOS)

SHARED ON INSTAGRAM, FACEBOOK, TIKTOK

109,173 VIEWS

7,469 ENGAGEMENTS

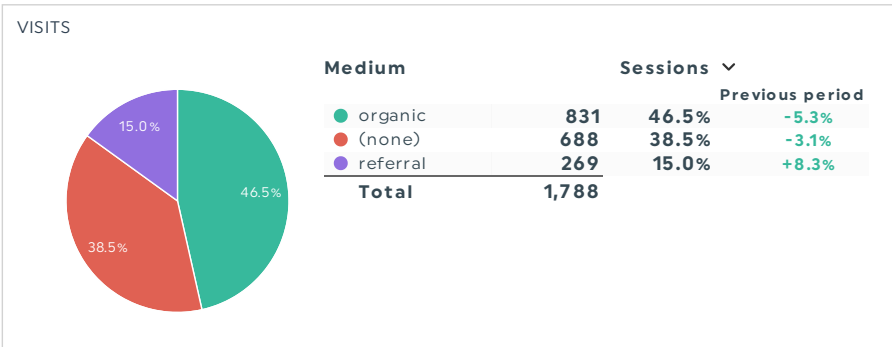
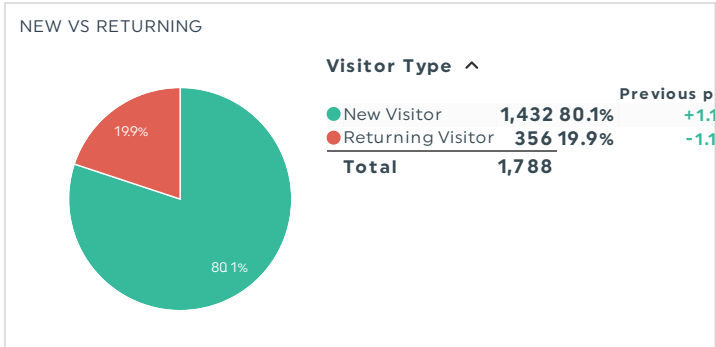
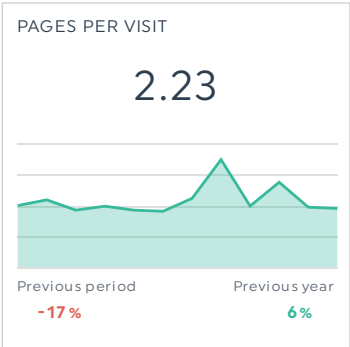
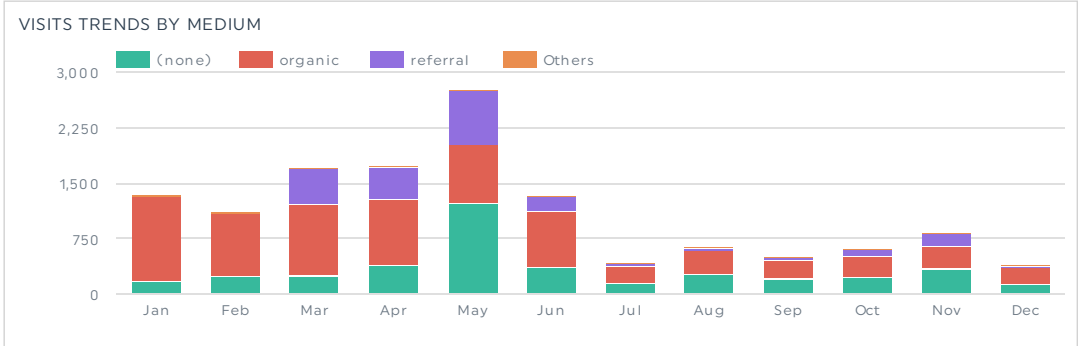
436 NEW FOLLOWERS



SEE YOU
NEXT YEAR!



WEBSITE TRAFFIC OVERVIEW



TOP SOURCES/MEDIUM (VISITS)

Source / Medium	Visits
google / organic	759
(direct) / (none)	688
m.facebook.com / referral	115
bing / organic	49
lm.facebook.com / referral	34
l.facebook.com / referral	21
discoverwylie.com / referral	18
facebook.com / referral	15
baidu / organic	14
wylieedc.giswebtechguru.com / refer...	14

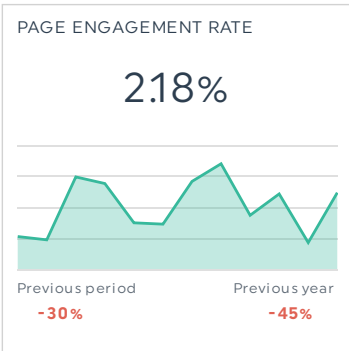
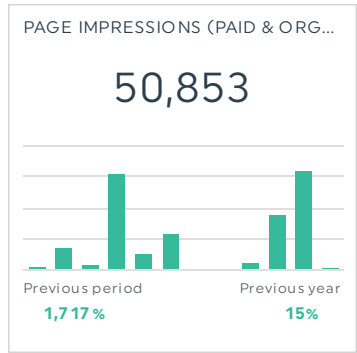
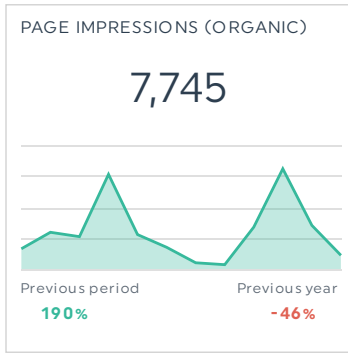
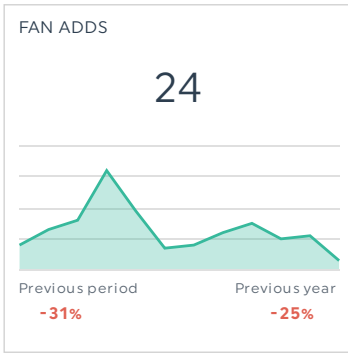
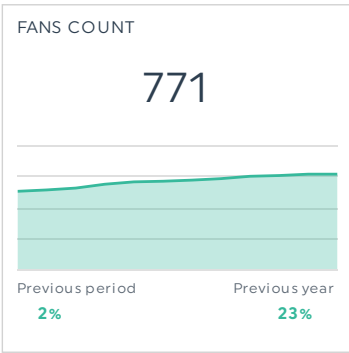
TOP CITIES (VISITS)

City	Sessions
Wylie	330
Dallas	273
(not set)	181
Boardman	87
Columbus	78
Ashburn	56
Longview	55
Plano	38
Richardson	31
Garland	23

TOP PAGES BY PAGEVIEWS

Page Path	Pageviews
/	803
/about-us/meet-the-staff	195
/site-selection/recent-developments	185
/business-resources/tax-rates	117
/about-us/latest-news	115
/about-us/latest-news/entrepreneurs-expo	115
/properties/kcs-intermodal	111
/site-selection/demographics	103
/site-selection/major-employers	100
/site-selection/retail-in-wylie	97

FACEBOOK INSIGHTS



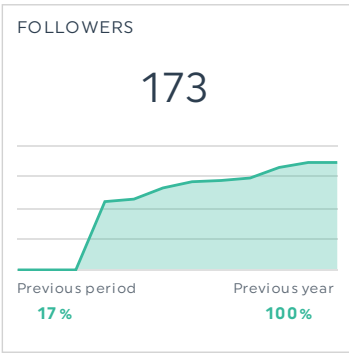
TOP POSTS BY IMPRESSIONS

Post	Impressions
Attn: Entrepreneurs! The Entrepreneurs Expo is a conference dedicated to meeting the needs...	16,612
Looking for good employees? Take a moment to sign up for the Workforce Solutions of North C...	8,564
The Wylie CTE Program provides students with real-world experience. When it comes to teaching ...	4,786
Are you an entrepreneur? The 1st Annual Wylie Entrepreneur's Expo is next week (Nov. 15)! Are y...	932
Wylie Career and Technical Education students (CTE) gathered at the Birmingham Ag Barn to kic...	301
Small businesses are the backbone of our community. #ShopSmallSaturday They are our neighb...	280
We had a great luncheon yesterday spotlighting the Wylie manufacturing partnerships between ...	276
In celebration of Manufacturing Month (and day!), get a little insight on one of Wylie's manufact...	267
So great to see Wylie ISD #MFGDay22 tours going throughout October! (id: 153940454642753_52...	262
Registration is officially open for the 1st Annual Wylie Entrepreneur's Expo! We're hosting this FR...	220

TOP POSTS BY ENGAGEMENT RATE (WITH IMAGE)

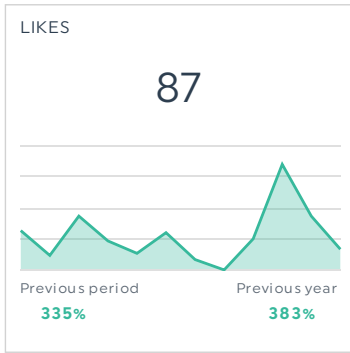
Post With Image	Engagement Rate	Total Reactions	Post Comments	Post Shares
Save the date! We're hosting the 1st annual Wylie Entrepreneur's Expo on November 15th. This FREE event is a great way to get connected with local experts as you plan, launch, and grow your	20.27%	8	1	0
Wylie Career and Technical Education students (CTE) gathered at the Birmingham Ag Barn to kick off Manufacturing Day 2022 - an opportunity for our nearly 400 CTE students to tour Wylie	13.73%	17	1	0
We had a great luncheon yesterday spotlighting the Wylie manufacturing partnerships between Wylie Manufacturers and Wylie ISD! #MFGDay22 It was nice hearing from Jason Hudson and Dr. Kim	10.42%	7	0	4
Happy Thanksgiving, from the Wylie EDC! (id: 153940454642753_559765699492811)	8.40%	11	0	0
In celebration of Manufacturing Day 2022, the Wylie Chamber of Commerce, in cooperation with the Wylie ISD and the Wylie Economic Development Corporation (Wylie EDC), is hosting	8.26%	6	0	0
Looking for good employees? Take a moment to sign up for the Workforce Solutions of North Central Texas Career Fair! Visit https://bit.ly/3SjMBAA today to register. (id: 153940454642753_589597303176317)	6.99%	69	1	25
Merry Christmas, Wylie! We hope everyone gets to spend time with loved ones during the holiday. (id: 153940454642753_589597303176317)	6.62%	6	1	0
There are millions of modern manufacturing jobs coming online in the next decade — opportunities to create, contribute and connect. Help us build the future of the industry during #MFGDay22!	6.49%	5	0	0

INSTAGRAM INSIGHTS



FOLLOWERS BY AGE GENDER

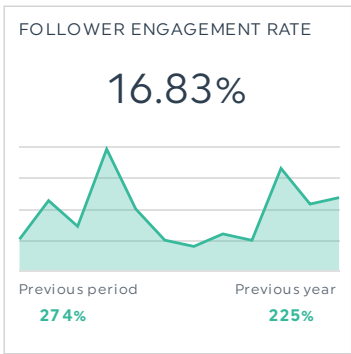
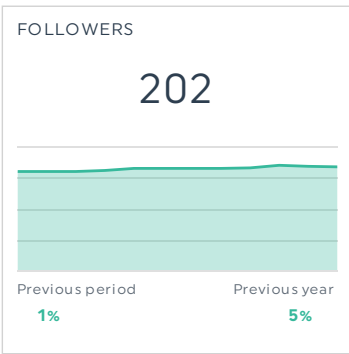
Age Gender	Followers
F.35-44	29
U.35-44	25
M.35-44	23
F.25-34	14
F.45-54	13
F.55-64	12
U.45-54	9
M.45-54	7
U.25-34	7
M.25-34	5



PERFORMANCE BY POST

Post Name	Engagement	Impressions	Reach	Engagement Rate
Wylie Career and Technical Education students (CTE) @Wyliecte gathered at the Birmingham Ag Barn to kick off Manufacturing Day 2022 - an opportunity for our nearly 400 CTE students to tour Wylie manufacturers and get a look at the many career opportunities. Mayor Matthew Porter, joined by Dr. David Vinson, Director of CTE Jason Hudson, and Todd Pickens and Terry Downs with Manufacturing Day is tomorrow, but in Wylie we'll celebrate all month long! Wylie ISD student tours will be happening throughout October at our local manufacturing business! Follow Wylie ISD CTE for all the fun! We get to team up with the Wylie ISD CTE program for activities all month long! #ProudSponsor #MFGDay22 #wylieCTE	9	67	52	13.43%
Are you an entrepreneur? The 1st Annual Wylie Entrepreneur's Expo is next week (Nov. 15)! Are you going? We're hosting this FREE 'Come & Go' event as a fantastic way to learn from and meet local entrepreneurs who have "Been There/Done That." A few things they will be discussing: <input checked="" type="checkbox"/> Business Planning <input checked="" type="checkbox"/> Business Management <input checked="" type="checkbox"/> Planning & Code Compliance <input checked="" type="checkbox"/> Mistakes to Avoid <input checked="" type="checkbox"/>	7	49	47	14.29%
Total	88	985	861	8.93%

TWITTER INSIGHTS

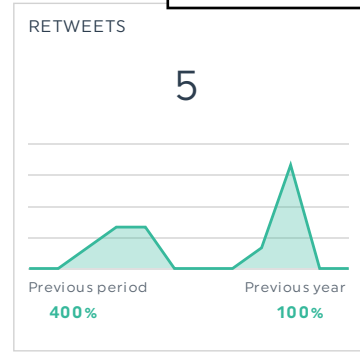
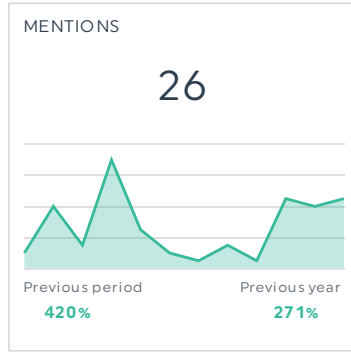


TOP MENTIONS BY FOLLOWERS COUNT

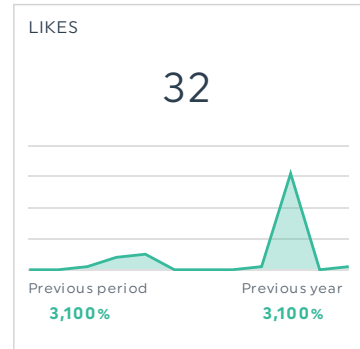
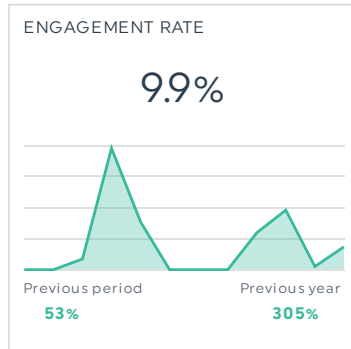
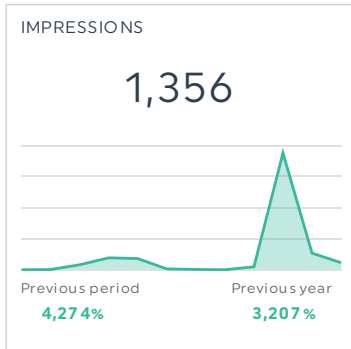
Post	Count
@WylieEDC Wylie is boring as hell (By @_Hooper27)	132
Popcorn in blue & white for the Hanukkah season. ...	130
All the colors of the rainbow! 🌈🌈 @GOTEXAN @dallas...	130
Oh so sweet! 🍫🍫 @GOTEXAN @dallaskosher @WylieEDC ...	129
All I want for Christmas is POPCORN! 🍫🍫 @GOTEXAN @...	129
It's beginning to look a lot like Christmas! 🍫🍫 @GOTEX...	129
All the colors of the rainbow! 🌈🌈 @GOTEXAN @dallas...	128
Blessings of Hanukkah! @GOTEXAN @dallaskosher @Wyl...	128

TOP RETWEETED POSTS






Post	Count
Wylie Career & Technical Education students (CTE) ...	3
In celebration of Manufacturing Day 2022, the Wylie Cha...	1
RT @TexasEconDev: Happy #TexasChambersWeek2022! T...	1
The Wylie CTE Program provides students with real-worl...	1



LINKEDIN INSIGHTS



TOP POSTS BY ENGAGEMENT RATE (WITH IMAGE)

Post with image	Engagement Rate	Likes	Clicks
 <p>Wylie Career and Technical Education students (CTE) gathered at the Birmingham Ag Barn to kick off Manufacturing Day 2022 - an opportunity for our nearly 400 CTE students to tour Wylie manufacturers and get a look at the many career opportunities. Mayor Matthew Porter, ...</p>	32.8%	8	57
 <p>In celebration of Manufacturing Month (and day!), get a little insight on one of Wylie's manufacturers who makes JET PARTS for the F-16, F-22, F-35 and C-130, Savage Precision - https://bit.ly/3rXNPqO #MFGDAY</p>	8.3%	0	1
 <p>Yesterday, Wylie ISD Engineering students toured Raytheon Intelligence & Space for another successful Manufacturing Day! We are grateful for the opportunity companies like Raytheon give to our students! The students spent the day learning from Raytheon employees! #MFGDAY</p>	7.8%	17	34
 <p>The Wylie CTE Program provides students with real-world experience. When it comes to teaching an industry skill, who better to learn from than a professional in that field, right? Read more about what WISD is doing to help the next generation - https://bit.ly/3rzHGAW</p>	6.3%	4	2
 <p>Did you attend the 1st Annual Entrepreneurs Expo on Tuesday? If so, we'd love to hear your feedback. Click here to leave it - https://bit.ly/3V6em1J</p>	6.3%	0	1
Total	10.3%	32	96

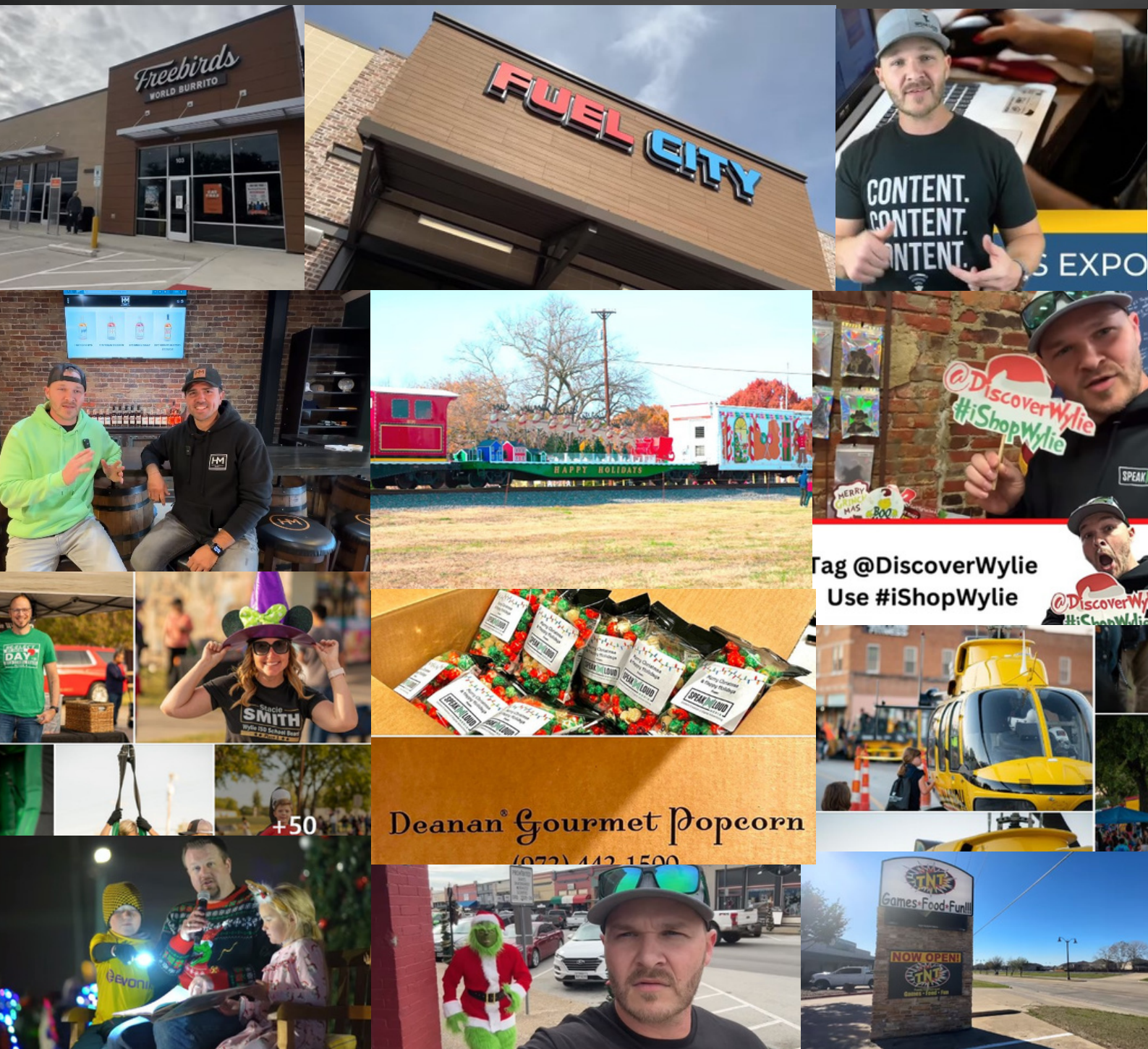


OCTOBER- DEC 2022

Q4 REPORT



THE CONTENT



Tag @DiscoverWylie
Use #iShopWylie

Deanan® Gourmet Popcorn
(972) 442-1500



THE NUMBERS

1400 PODCAST DOWNLOADS

163,315 UNIQUE ORGANIC IMPRESSIONS

45K AVERAGE PEOPLE REACHED PER MONTH - ORGANIC

7,223 ACTIONS TAKEN TO BUSINESS PAGES

TOP PERFORMERS

01/18/2023 Item DS2.



New Business



Growing Business



Event Promo

THE BUZZ

"Our vendors were thanking us for the video, we had to tell them it wasn't us! We appreciate you guys greatly for helping us get a solid start"

Thank you for coming out! We reshared your video on our page. We had a good turn out over the weekend! Thank you again, we really appreciate it!

Thank you for the reminder! The holidays are so crazy and I almost forgot the parade was this weekend! We have never checked out the arts and crafts event but we are taking the family down..

2022 December **Board Meeting – 21st**

Day	Time	Meeting/Event
1	6:00 pm	Chamber of Commerce Winter Wonderland Elfin Gala
3	9am-4pm	Wylie Arts Festival- The Cross Event Center
3	4:00 pm	KCS Holiday Express – Christmas Train
4	6:00 pm	Christmas Parade and Tree Lighting
6	8:30 am	WDMA Meeting- aw/jg
6	6:00 pm	P&Z- Zoning Change: Keefer
8		Leadership Wylie- County Gov't/CAC- rh
13	6:00 pm	City Council
21	7:30 am	WEDC- Board Meeting
23, 26	CLOSED	Christmas Holiday

2023 January **Board Meeting – 18th**

Day	Time	Meeting/Event
2	CLOSED	New Year's Day Holiday
3	8:30 am	WDMA Meeting – aw/jg
5	11:30 am	Annual Employee Banquet
10	6:00 pm	City Council – UP Lot/N Keefer final review
12		Leadership Wylie- City of Wylie/WEDC
16	CLOSED	Martin Luther King Jr. Holiday
18	7:30 am	WEDC – Board Meeting
18-20		ICSC Red River- Dallas
24	6:00 pm	City Council – Annual Report, Work Session & Executive Session
29-31		IEDC Leadership Summit - Tucson

2023 February **Board Meeting – 15th**

Day	Time	Meeting/Event
6-7		Wylie Days in Austin – mw/gm/jg/aw/rh
7	7:30 am	WDMA Meeting - aw
14	6:00 pm	City Council – WEDC Work Session with Council - Downtown Projects
15	7:30 am	WEDC Board Meeting
21		Project U in Burlison
22-24		TEDC 2023 Legislative Conference – Austin, TX - JG
25		Collin College Education Foundation - Stetson and Stiletto – McKinney
27		Wylie/Lovett Industrial Groundbreaking (Tentative Feb 27 or March 6)
28	6:00 pm	City Council

Around the Corner...

- Wylie/Lovett Industrial Groundbreaking (Tentative Feb 27 or March 6)
- WISD Education Foundation Boots 'N BBQ Gala, March 18