

# Wylie City Council Regular Meeting

November 08, 2022 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## PRESENTATIONS & RECOGNITIONS

PR1. The Coventry Reserve 20 year Anniversary.

PR2. Veteran's Day.

PR3. Small Business Saturday.

PR4. National Apprenticeship Week.

PR5. National Entrepreneur's Day.

PR6. Community Waste Disposal (CWD) Presentation of the STAR (State of Texas Alliance for recycling) Award for Environmental Leadership.

PR7. Lung Cancer Awareness Month.

## COMMENTS ON NON-AGENDA ITEMS

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

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of October 25, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2022-68 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- C. Consider, and act upon, a Final Plat of Whitley Road Estates, being a replat for Lot 4 establishing three lots on seven acres in the City of Wylie Extra Territorial Jurisdiction, located at 3387 Whitley Road.
- D. Consider, and act upon, Resolution No. 2022-31(R) authorizing the City Manager to execute an Interlocal Agreement between the City of Wylie and Dallas County for county road and bridge improvements that are located within City limits in accordance with the "Master Interlocal Agreement between Dallas County and

the City of Wylie pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Wylie."

- E. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.
- F. Consider, and act upon, approval of the Park Event Application from the Wylie Community Christian Care Center, a non-profit organization, for their annual bake sale fundraiser at the Olde City Park Pavilion on November 23, 2022.
- G. Consider, and act upon, approval of the Park Event Application from Wally W. Watkins PTA, a non-profit organization, for their annual Jingle Bell Jog 5K and Fun Run/Walk at Founders Park on December 3, 2022.

## **WORK SESSION**

WS1. Presentation of the Community Waste Disposal (CWD) Annual Report.

WS2. Discuss WWTP Demolition.

WS3. Discuss proposed amendments to the City Ordinance and Zoning Ordinance regarding Code Enforcement policies and Zoning Uses.

## **RECONVENE INTO REGULAR SESSION**

## **EXECUTIVE SESSION**

### **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.

ES1. Discuss the performance of the City Manager.

## **RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

## **READING OF ORDINANCES**

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

## **ADJOURNMENT**

## **CERTIFICATION**

I certify that this Notice of Meeting was posted on November 4, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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

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

Texas Government Code Section:

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



# Wylie City Council

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## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, approval of October 25, 2022 Regular City Council Meeting minutes.

### Recommendation

Motion to approve Item as presented.

### Discussion

The minutes are attached for your consideration.



# Wylie City Council Regular Meeting Minutes

October 25, 2022 – 6:00 PM

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



## CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:05 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang (7:01), Mayor *pro tem* Jeff Forrester, Councilman Timothy T. Wallis (6:07), and Councilman Garrett Mize. Councilman Scott Williams was absent.

Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Police Chief Anthony Henderson; Finance Director Melissa Beard; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Public Works Director Tommy Weir; City Engineer Tim Porter; City Secretary Stephanie Storm; Parks and Recreation Director Carmen Powlen; Municipal Court Administrator Lisa Mangham; Community Services Director Jasen Haskins; Wylie Economic Development Executive Director Jason Greiner; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation and Councilman Duke led the Pledge of Allegiance.

## PRESENTATIONS & RECOGNITIONS

### PR1. Arbor Day.

Councilman Wallis took his seat at the dais at 6:07 p.m.

Mayor Porter proclaimed November 4, 2022, as Arbor Day in Wylie, Texas. Members of the Parks and Recreation Department were present to accept the proclamation.

### PR2. Municipal Court Week.

Mayor Porter proclaimed the week of November 7-11, 2022 as Municipal Court Week in Wylie, Texas. Members of the Wylie Municipal Court department were present to accept the proclamation.

### PR3. Hunger and Homelessness Awareness Week.

Mayor Porter proclaimed the week of November 12-20, 2022 as Hunger and Homelessness Awareness Week in Wylie, Texas. Members from St. Vincent de Paul Society, Community Resources Group, Hope for the Cities, Wylie Christian Care Center, Collin County Homeless Coalition, Rock the Socks, Amazing Grace Food Pantry, and 5 Loaves Food Pantry were present to accept the proclamation.

### PR4. Term 1 Shining the Wylie Way Students (K-12).

Mayor Porter and WISD School Board President Stacie Smith presented medallions to students demonstrating “Shining the Wylie Way.” Every nine weeks one student from each WISD campus is chosen as the “Wylie Way Student.”

Mayor Porter recessed the Council into a break at 7:01 p.m.

Councilman Strang took his seat at the dais at 7:01 p.m.

Mayor Porter reconvened the Council into Regular Session at 7:07 p.m.

**PR5. Woman Owned Business Month.**

Mayor Porter recognized the month of October 2022 as Woman-Owned Business Month in Wylie, Texas.

**COMMENTS ON NON-AGENDA ITEMS**

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Cherie Privett, representing Rock the Socks, addressed the Council inviting the public to join them the first Saturday of the month from 8:30 a.m. to 10:00 a.m. at Napoli's to help make hope bags. Privett encouraged attendees to bring packages of men's white crew socks, small snacks, and travel-size hygiene items. Privett also spoke about an upcoming event, Rockout Homelessness 5K Fun Run on Saturday, November 12th at New Hope Church.

Phil Gilbert addressed Council with concerns regarding soliciting throughout the City and requested enforcement and an application/permit process.

Lon Ricker addressed the Council inviting the public to a fundraising event on Monday, November 21 honoring Pastor Jeff Denton and his wife Deana which will include a dinner and comedy show featuring a "roast" of Pastor Jeff Denton to be held at The Cross Church. Ricker stated additional information will come out shortly.

**CONSENT AGENDA**

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

- A. Consider, and act upon, approval of October 11, 2022, Regular City Council Meeting minutes.**
- B. Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective December 1, 2022, setting terms and stipend of service.**
- C. Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Presiding Municipal Court Judge for the City of Wylie effective November 1, 2022, setting terms and stipend of service.**
- D. Consider, and act upon, a Final Plat for Woodlake Village, Lots 3-6, Block A, being a Replat of Lot 1, of Woodlake Village, establishing four commercial lots on 7.788 acres, generally located on State Highway 78 being 1000' east of Eubanks Lane.**
- E. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2022.**
- F. Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2022.**
- G. Consider, and act upon, Ordinance No. 2022-67 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings, and severability clauses; and providing for an effective date of this ordinance.**
- H. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2022.**

### **Council Action**

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

### **REGULAR AGENDA**

- 1. Hold a Public Hearing, consider, and act upon, a change in zoning from Agricultural District (AG/30) to Planned Development - Single Family (PD-SF) to allow for a single-family residential development with three open space lots and a commercial tract on 32.288 acres, generally located on Country Club Road approximately 2000' south of Parker Road (ZC 2022-14).**

### **Staff Comments**

Community Services Director Jasen Haskins addressed the Council stating the applicant is requesting to rezone 32.288 acres from AG/30 to a Planned Development (PD) with 78 single-family lots, three open space lots, and one commercial tract. As presented, the requested PD allows for 78 single-family homes on a minimum of 10,000 square foot lots with home sizes of a minimum of 2,400 square feet which match the density requirements of the SF 10/24 zoning district. The applicant has presented variance requests primarily regarding setbacks and lot coverage within the PD. The HOA will be responsible for maintaining the open space areas, and Haskins reported the Monroe Farms property owner has decided to not include the land where an existing pond is currently located due to the complex difficulties of impoundment water rights by the City of Dallas. The four-acre commercial tract shall comply with the design and use standards of the Neighborhood Service District as regulated in the Zoning Ordinance, and a site plan shall be required for the commercial tract development. The surrounding properties to the north, east, and west are a mix of residential and commercial uses both in and outside of City limits whereas properties to the south consist of an elementary school and church. Six notifications were mailed per state law with one response returned in favor and none in opposition to the request. The Commissioners, after some discussion regarding the details of the developer's agreement with the school, the plans for the commercial property, and various PD Conditions, voted 6-0 to recommend approval with the condition that the repetition of elevations be at least six.

### **Applicant Comments**

John Arnold, representing Skorburg Company, addressed Council giving a presentation on Monroe Farms including the subject property location; zoning history; old zoning plan; City Council work session and feedback; the new zoning plan including 78 10,000+ square foot lots with the breakdown of eight (10,000 – 10,100 square feet), 10 (10,100 – 10,800 square feet), 31 (10,800 – 11,250 square feet), and 29 (11,250+ square feet); how City Council's feedback was addressed; and representative product renderings.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 1 at 7:33 p.m. asking anyone present wishing to address Council to come forward.

Aleksandra Rolfson addressed the Council speaking against the proposed Monroe Farms as it does not complement the surrounding neighborhoods, contains no amenities, has property in the flood zone, contains only one access point in and out of the neighborhood, and expressed concerns with traffic and parking.

Kelly Hankey addressed the Council with concerns regarding security and access concerning the fencing and the adjacent properties to the north, flooding, and increased traffic.

Mayor Porter closed the public hearing at 7:40 p.m.

### **Council Comments**

Mayor Porter asked if the PD addressed the fencing between the green space lot and the Monroe Property, and asked what is the applicant's plan for drainage to prevent flooding on neighboring properties. Haskins replied there is nothing in the PD regarding the fence as they have not requested any variances from what the Zoning Ordinance requires, which is wrought iron or wood fencing. Arnold replied they can add verbiage in the PD about the fence

along the Monroe's property as they have to re-fence it to separate the two properties. Arnold added they were planning on installing a livestock-type fence separating the two properties in the open space area, and the backyards of the homes that face the green space will have a wrought iron style fence. Haskins replied to the drainage concern, that Engineering did a review and that the stormwater system near this property is capable of handling the stormwater, and added there are state law requirements that the applicant would have to meet as well. Arnold replied they have done preliminary studies and will have a flood study done at a later date that FEMA has to approve, and added they are not allowed to increase the flow but if the study shows that they will, they will add a detention pond. Porter confirmed they had no current plans for the commercial property. Arnold replied they have a commercial investor that they have previously worked with that is currently looking at purchasing it and potentially developing it as soon as the infrastructure is in and rooftops are started. Porter asked for additional information regarding the desirable design standards listed in the variances. Haskins replied they are required to pick a certain number of desirables for each home that allows for architectural and floor plan variations. In this particular situation, they are requesting the garage desirable which the standard is 500 square feet to 600 square feet with at least 200 square feet determined as storage. The applicant does not want their homebuilders to have to designate the 200 square feet of storage space on the floor plan; therefore, they are proposing 600 square feet garages. Councilman Mize stated he was sad to see the access to the pond go, and asked what the access to the elementary school would look like. Arnold replied that Street B will connect to the school but will be for emergency access only but it will allow for open walking access. He added they will perform sidewalk and crosswalk improvements for the school at that location, they will replace the fence along the property line with a wrought iron type fence, and will make a donation for improvements and maintenance to the school playground as well as add fencing around that area. Porter stated they are requesting several variances but do not see any amenities being offered to the residents. Arnold replied they are offering a playground at Smith Elementary through an agreement with the ISD and playgrounds are what typically are included in neighborhoods of this size but if Council would like a playground installed in the neighborhood they can do that. Porter asked what existing structures are to the north of the four yellow lots. Haskins replied they are zoned commercial but do not currently contain any structure. Porter expressed concern with putting the four lots abutting commercial to the front and back yard. Arnold replied those are designated as residential lots as they are too small for commercial use, and added that they will be deep lots. Councilman Strang asked what the target size of homes was. Arnold replied about 3,200 to 3,600 square feet consisting of one-story homes too with the larger one-story homes needing the wider setbacks. Strang confirmed that is why they are requesting larger setbacks, and Arnold replied that was correct. Strang expressed concerns about having a location to store lawn equipment without the designated storage, and added regarding the commercial property, residents would like to see a good restaurant and not another strip center. Arnold replied the commercial will have to come before the Council, and at this time he does not know what will go there. Strang asked where the stormwater would drain to, and Arnold replied it will drain south to the City drainage easement. Strang expressed concerns about traffic and asked how far the subdivision entrance is from the entrance to the school and church. Arnold replied there are about 600 feet of frontage on their property so the entrances are about 400 feet apart. Strang asked if they had any stacking concerns and Arnold replied no. Strang expressed on-street parking concerns and asked if there was any way to mitigate that. Haskins replied the plan does meet the criteria for a fire truck to get through, and added with the proposed size lots he does not think there will be as much on-street parking. Arnold added the house would set back about 34 feet and allow room for two cars and if there is a three-car garage there would be room for up to six vehicles.

### **Council Action**

A motion was made by Councilman Mize, to approve Item 1 as presented. With no second received, the motion died for the lack of a second.

Arnold requested Council provide feedback if there is something additional they are looking for and to allow them to come back with those changes without denying it.

A motion was made by Councilman Wallis, to table Item 1 to the December 13, 2022, City Council meeting. With no second received, the motion died for the lack of a second.

Arnold asked if there were issues, and if so, requested they be voiced. Porter replied he had issues with variances not listed such as starting work without a CLOMR. Arnold replied they can remove that variance and wait six months. Forrester stated he was not satisfied with the reply regarding drainage and traffic concerns as the residents

would not be able to turn left, but would have to instead turn right which will create a traffic issue. Arnold replied they can put an opening there so that residents can turn left, and regarding the drainage, they will not increase flow to the nearby residents and will create a pond if needed. Wallis stated he wished it was one to two-acre lots but did appreciate the work put in to meet the SF 10-24, and added his main concern is the commercial sites not developing and asked if there is a way to tie the residential development to the occupancy of the commercial buildings. Arnold replied they have received feedback for 10-24 lots thus far, and with a subdivision of this size they cannot tie the commercial development with the building of residential homes. Wallis added there is no designated park or green space, and added in the visible areas where barriers have to be made along the Monroe's property he recommended installing a steel pipe fence instead of a barbed wire fence. Arnold replied with larger lots residents typically have their own amenities in their backyards and stated they can install a park and trail if requested, can install a pipe fence instead of barbed wire, and requested that Council provide a list of wants.

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

**2. Consider, and act upon, the acceptance of the resignation of Brett Swendig and the appointment of a new board member to the City of Wylie Parks and Recreation Board to fill the term of October 2022 to June 30, 2023.**

**Staff Comments**

City Secretary Storm stated when the 2022 Board and Commission interviews were held, Council approved a designated replacement for the Parks and Recreation Board should a vacancy occur during the year. Staff reached out to the replacement to see if they would still be interested in serving on the board and they replied they no longer had the availability to serve. Staff reached out to the eligible 2022 applicants that expressed interest in the Parks and Recreation Board and five applicants replied that they are still interested and willing to serve. Listed in the agenda report is the preference that they chose for the Parks and Recreation Board on their application, their name, and the board they were appointed to and currently serve on.

**Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang to accept the resignation of Brett Swendig and the appointment of Randall Zabochnik as a new board member to the City of Wylie Parks and Recreation Board to fill the term of October 2022 to June 30, 2023. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

Mayor Porter recessed the Council into a break at 8:35 p.m.

Mayor Porter reconvened the Council into Regular Session at 8:43 p.m.

**WORK SESSION**

Mayor Porter convened the Council into a Work Session at 8:43 p.m.

**WS1. Discuss Voluntary Flag Retirement Program.**

Councilman Mize addressed the Council stating he would like to look at options of what the City can provide as a resource or opportunity to help retire flags within the City. In researching other cities, they work with Boy Scouts and provide a donation box which is hosted at a City building to allow residents to place their flags so they know it will be properly retired. Mize added he would like to empower residents with the ability to participate and respectfully retire their flags. Mayor *pro tem* Forrester added as a veteran he appreciated the concern of the flag of our country, and there are events where the flags are properly retired. Forrester added he thought offering a location to collect the flags is an awesome idea and would like to see staff disseminate information to the community so that they know there is a resource and proper way to retire the flags.

The consensus of the Council was to give staff direction to identify public places in the City where donation boxes could be placed and to disseminate information to the public.

## **RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 8:54 p.m.

## **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive session at 8:56 p.m.

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

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

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

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

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

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

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2013-9a, 2017-6a, 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9f, 2021-11a, 2021-12a, 2022-1b, 2022-4d, 2022-7b, 2022-7c, and 2022-9f.**

## **RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

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

### **Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to authorize Wylie EDC to enter into a Performance Agreement with Project 2021-12a in an amount not to exceed \$1,500,000. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

## **READING OF ORDINANCES**

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

City Secretary Storm read the caption to Ordinance No. 2022-67 into the official record.

**ADJOURNMENT**

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

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**Matthew Porter, Mayor****ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

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## AGENDA REPORT

**Department:** Finance

**Prepared By:** Melissa Beard

**Account Code:** See Exhibit A

### Subject

Consider, and act upon, Ordinance No. 2022-68 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Item as presented.

### Discussion

The police department is requesting the use of the State Seizure Funds in the amount of \$174,258. The amount of seizure funds requested will be used to purchase drones, a utility vehicle and trailer, Knox Box equipment for all police vehicles, and a digital forensics workstation replacement. All items will be used for law enforcement purposes in accordance with Chapter 59 of the Texas Code of Criminal Procedures.

This will increase the General Fund budget by \$174,258. The Unassigned Fund Balance will not be affected, but the Assigned Fund Balance for Law Enforcement will be reduced by this same amount.



## **ORDINANCE NO. 2022-68**

### **AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2022-56, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2022-56 setting forth the Budget for Fiscal Year 2022-2023 beginning October 1, 2022, and ending September 30, 2023; and,

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; see Exhibit A; and,

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2022-2023 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WYLIE, TEXAS:**

**SECTION I:** The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-68, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

**SECTION II:** All portions of the existing FY 2022-2023 Budget and Ordinance No. 2022-56, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION III:** Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

**SECTION IV:** This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

**SECTION V:** That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

**SECTION VI:** The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue,

nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 8th day of November, 2022.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

**Budget Amendment**  
**Use of State Seized Funds**

**Exhibit A**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
100	5211	52130	Tools and Equipment	153,008.00	
100	5211	58510	Motor Vehicles	21,250.00	
			Total	174,258.00	0.00



# Wylie City Council

## AGENDA REPORT

**Department:** Planning

**Prepared By:** Jasen Haskins, AICP

**Account Code:** \_\_\_\_\_

### Subject

Consider, and act upon, a Final Plat of Whitley Road Estates, being a replat for Lot 4 establishing three lots on seven acres in the City of Wylie Extra Territorial Jurisdiction, located at 3387 Whitley Road.

### Recommendation

Motion to approve Item as presented.

### Discussion

**OWNER: Adriana Munoz**

**APPLICANT: Adams Surveying Company, LLC**

The applicant is proposing to divide Lot 4 of Whitley Road Estates into three lots being Lot 4R-1, 4R-2, and 4R-3 of Whitley Road Estates. The purpose of the replat is to subdivide the existing 7-acre lot to allow for the construction of two new single-family homes on Lot 4R-2 and 4R-3. The property contains an existing single-family home on Lot 4R-1.

The property is located outside of the City limits within the Extra Territorial Jurisdiction in the county of Dallas at 3387 Whitley Road.

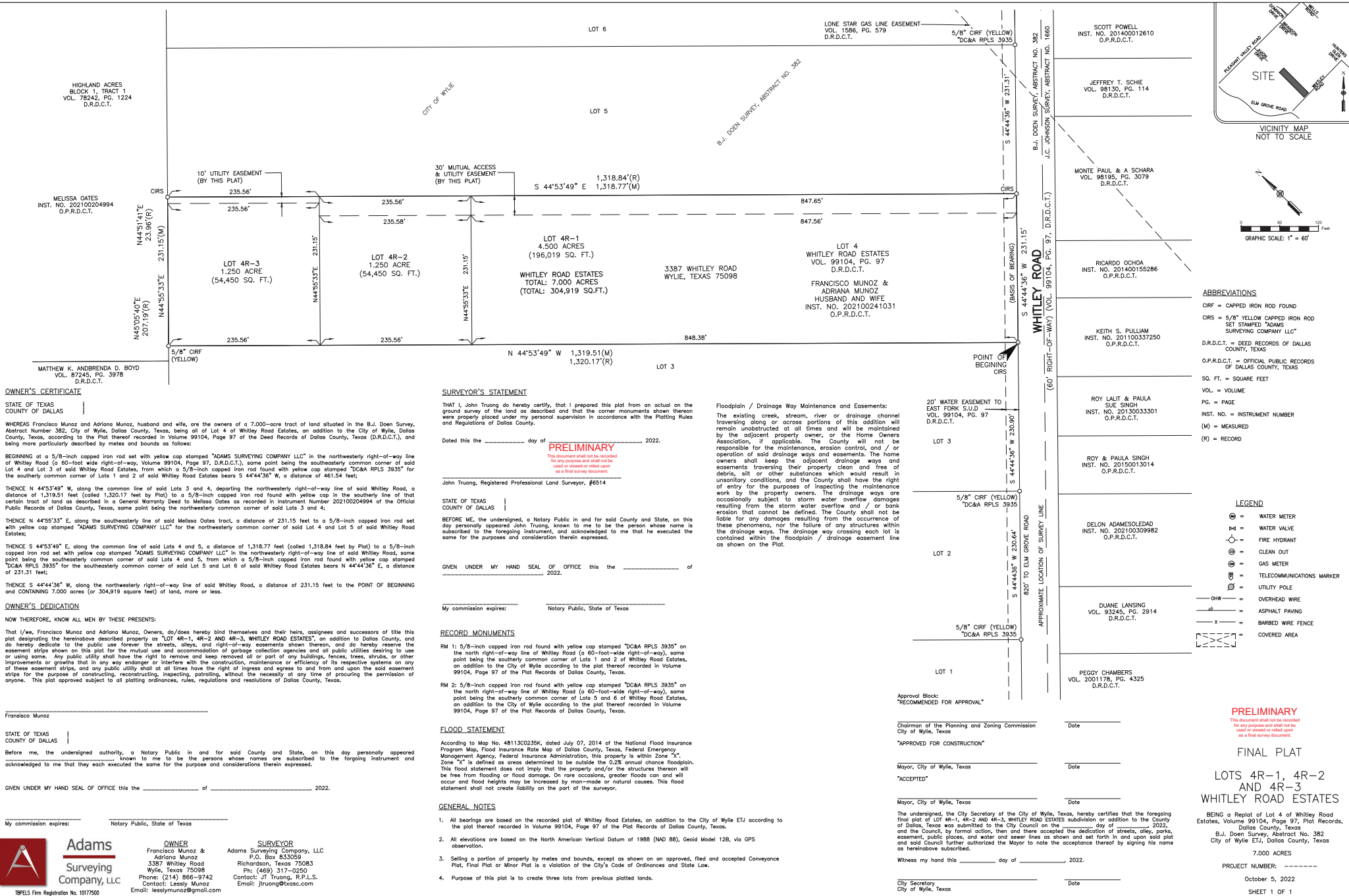
The plat shall dedicate a 30' mutual access and utility easement for access to all of the proposed lots from Whitley Road.

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

The City Council must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

### P&Z Recommendation

The Commission voted 7-0 to recommend approval.





# Wylie City Council

## AGENDA REPORT

Department: Public Works  
Prepared By: Tommy Weir

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, Resolution No. 2022-31(R) authorizing the City Manager to execute an Interlocal Agreement between the City of Wylie and Dallas County for county road and bridge improvements that are located within City limits in accordance with the "Master Interlocal Agreement between Dallas County and the City of Wylie pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Wylie."

### Recommendation

Motion to approve Item as presented.

### Discussion

The City of Wylie currently has an Interlocal Agreement with Dallas County for repairs to county roads and bridges that are within the City's limits that expires on December 31, 2022. Allowing the City Manager to sign the agreement will enable the City of Wylie to enter into a new agreement with Dallas County that will expire on December 31, 2027, unless terminated by either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII, Paragraph E of this Master Agreement.

**RESOLUTION NO. 2022-31(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS, AND DALLAS COUNTY, TEXAS FOR COUNTY ROAD AND BRIDGE IMPROVEMENTS LOCATED WITHIN CITY LIMITS IN ACCORDANCE WITH MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF WYLIE PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF WYLIE.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Interlocal Cooperation Agreement between the City of Wylie and Collin County, Texas concerning county road and bridge improvements located within city limits in accordance with “Master Interlocal Agreement between Dallas County and the City of Wylie pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Wylie.”

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Wylie, Texas this 8th day of November, 2022.

\_\_\_\_\_  
Matthew Porter, Mayor

**ATTEST TO:**

\_\_\_\_\_  
Stephanie Storm, City Secretary

**MASTER INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND THE CITY OF WYLIE PERTAINING TO  
ROAD AND BRIDGE TRANSPORTATION-RELATED IMPROVEMENTS AND/OR  
MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED  
WITHIN THE TERRITORIAL LIMITS OF THE CITY OF WYLIE**

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City/Town of Wylie, Texas, hereinafter (“City/Town” refers to the applicable City or Town, which is a party to this Master Interlocal Agreement) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

**WHEREAS**, pursuant to Court Order \_\_\_\_\_, dated \_\_\_\_\_, County Commissioners Court approved participation in transportation projects within the City/Town of Wylie;

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the County that are on public right-of-way;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City/Town;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the City/Town;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges and drainage facilities, which are situated wholly within the territorial limits of the City/Town;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City/Town authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts; roadway debris removal; and the like, which services do not fall squarely



within the purview of “Type B” or “Type “E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, this collaboration between the County and the City/Town is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City/Town is also consistent with the County’s Vision Statement to improve people’s lives.

**NOW THEREFORE, THIS MASTER AGREEMENT** is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

### **ARTICLE I. PURPOSE**

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the County that are on public right-of-way, which projects shall be duly qualified “Type “A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges and drainage facilities for the City/Town; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the City/Town, said roadways being of significance and benefit to the County.

Each roadway improvements and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only. Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters. See Tex. Gov’t Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section

102-5 (e) regarding minor maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

## **ARTICLE II. DEFINITIONS**

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

## **ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT**

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV. of this Master Agreement.

## **ARTICLE IV. TERMINATION AND FORCE MAJEURE**

### **A. TERMINATION**

- a. This Master Agreement may be terminated by any of the following conditions:
  1. By expiration of the Period/Term of the Master Agreement.
  2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII., Paragraph E. of this Master Agreement.

- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a. through c. of this Article IV, Section A, shall survive the termination of this Master Agreement.

## **B. FORCE MAJEURE**

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

## **ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS**

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

## **ARTICLE VI. CITY/TOWN'S FUNDING CONTRIBUTION**

For “Type A” projects, the City/Town shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified “Type B” and “Type C” projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County’s labor, equipment and/or materials.

For “Type E” projects and all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City/Town and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

## **ARTICLE VII. CITY/TOWN’S OBLIGATIONS**

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement (“Master Agreement”). Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town’s consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences on a project, the City/Town and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City/Town, describe the type of project to be undertaken; identify the project’s location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City/Town shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City/Town. The County may not accept and the City/Town may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City/Town, and shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County’s commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County’s benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full

once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City/Town agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the city/town on an as-needed basis, during the term of this Master Agreement.

### **ARTICLE VIII. COUNTY'S CONTRIBUTION**

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense at one hundred percent (100%).

## **ARTICLE IX. COUNTY'S OBLIGATIONS**

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I. as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Master Agreement.

## **ARTICLE X. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

## **ARTICLE XI. ORPHAN ROAD POLICY**

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the

municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the County that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- G. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- H. The Director of the County’s Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the

County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).

- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

## **ARTICLE XII. SMALL WATERSHED DAMS**

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

## **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's governmental and/or sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.



B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City/Town Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:  
 Director of Public Works  
 Records Building  
 500 Elm Street, Suite 5300  
 Dallas, Texas 75202

CITY/TOWN:  
 City of Wylie  
 City Manager Brent Parker  
 300 Country Club Road, Building 100  
 Wylie, Texas 75098

Either party may change its address for notice by giving the other party written notice thereof.

F. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies

set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the “Effective Date”).
- M. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City/Town of Wylie, Texas.

*(the remainder of this page intentionally left blank)*

The City/Town of Wylie, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the 8th day of November, 2022.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_day of \_\_\_\_\_, 2022.

**CITY/TOWN OF WYLIE:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
BRENT PARKER  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
STEPHANIE STORM  
CITY SECRETARY

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:\***  
JOHN CREUZOT  
DISTRICT ATTORNEY

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



# Wylie City Council

## AGENDA REPORT

Department: Animal Services  
Prepared By: Shelia Patton

Account Code: \_\_\_\_\_

### Subject

Consider, and place on file, the Animal Shelter Advisory Board report to City Council.

### Recommendation

Motion to approve Item as presented.

### Discussion

The ASAB met on October 19, 2022. The attached minutes, inspections, and statistical reports were considered, approved, and placed on file. This report is being submitted as required by city ordinance.



# Animal Shelter Advisory Board

## **Minutes**

### **Regular Meeting**

**September 14, 2022 – 6:00 pm**

**Wylie Municipal Complex – Council Chambers**

**300 Country Club Road, Bldg. 100**

**Wylie, TX 75098**

### **CALL TO ORDER**

*Announce the presence of a Quorum.*

Dr. Brad Abraham called to order the Animal Shelter Advisory Board meeting at 6:08 pm. Board members present Shelia Patton, Amber Porter, Susan Cranford, and Jeff Forrester. Quorum is present.

Staff Liaison Lt. Matt Miller is also present.

### **INVOCATION**

The invocation was given by Jeff Forrester.

### **CITIZENS COMMENTS ON NON-AGENDA ITEMS**

*Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate, or take action on any matter presented during citizen participation.*

### **REGULAR AGENDA**

- 1. Consider and act upon an Animal Shelter Advisory Board Chair appointment for a term ending June 2023. (ASAB Chair)**

**Board Action**

A motion was made by Amber Porter to appoint Dr. Brad Abraham as Animal Shelter Advisory Board Chair for a term ending June 2023. Jeff Forrester seconded the motion to appoint Dr. Brad Abraham as Animal Shelter Advisory Board Chair for a term ending June 2023. A vote was taken, and the motion passed unanimously.

- 2. Consider and act upon an Animal Shelter Advisory Board Vice Chair appointment for a term ending June 2023. (ASAB Chair)**

**Board Action**

A motion was made by Jeff Forrester to appoint Amber Porter as Animal Shelter Advisory Board Vice-Chair for a term ending June 2023. Dr. Brad Abraham seconded the motion to appoint Amber Porter as Animal Shelter Advisory Board Vice-Chair for a term ending June 2023. A vote was taken, and the motion passed unanimously.

- 3. Consider and act upon approval of the Animal Shelter Advisory Board minutes of December 08, 2021. (ASAB Chair)**

**Board Action**

A motion was made by Jeff Forrester to accept the Animal Shelter Advisory Board minutes of December 08, 2021, as presented. Dr. Brad Abraham seconded to accept the Animal Shelter Advisory Board minutes of December 08, 2021, as presented. A vote was taken, and the motion passed unanimously.

- 4. Consider and place on file the 2021 State Quarantine Facility Vet Inspection. (ASAB Chair)**

**Board Action**

A motion was made by Jeff Forrester to accept and place on file the 2021 State Quarantine Facility Vet Inspection, as presented. Dr. Brad Abraham seconded to accept and place on file the 2021 State Quarantine Facility Vet Inspection, as presented. A vote was taken, and the motion passed unanimously.

**5. Consider and place on file the 2022 State Inspection. (ASAB Chair)**

**Board Action**

A motion was made by Amber Porter to accept and place on file the 2022 State Inspection, as presented. Dr. Brad Abraham seconded to accept and place on file the 2022 State Inspection, as presented. A vote was taken, and the motion passed unanimously

**6. Consider and place on file 2021 statistical information for shelter operations. (ASAB Chair)**

**Board Action**

A motion was made by Amber Porter to accept and place on file the 2021 statistical information for shelter operations as presented. Dr. Brad Abraham seconded the motion to accept and place on file the 2021 statistical information for shelter operations as presented. A vote was taken, and the motion passed unanimously.

**7. Consider and place on file 2022 first and second quarter statistical information for shelter operations. (ASAB Chair)**

**Board Action**

A motion was made by Amber Porter to accept and place on file the 2022 first and second quarter statistical information for shelter operations as presented. Dr. Brad Abraham seconded the motion to accept and place on file the 2022 first and second quarter statistical information for shelter operations as presented. A vote was taken, and the motion passed unanimously.

**WORK SESSION**

---

**WS1. Discussion to add two additional board members to Animal Shelter Advisory Board and provide a recommendation to council.**

Staff liaison Lt. Matt Miller states city leaders are seeking recommendations for adding two additional board members. These two additional positions will be citizens of Wylie-held positions. The purpose of the addition is to assist with quorum purposes and reach outside the

legal purpose of the board to comply with the health and safety code. The addition will help give ideas toward upcoming possible items for discussion.

Jeff Forrester has two questions. Will the additional positions be voting members? Will there be any requirements such as in the current health and safety code?

Matt Miller confirmed the only requirement would be that the member is a citizen of the City of Wylie. The positions will be voting positions.

Amber Porter questions when the positions would be added. Matt Miller states the addition would possibly be done this month.

Amber Porter expressed concern that the addition now would cause a complete roll of all member's terms of the board. Matt Miller states that is a concern as all terms will expire, and all members will roll off the board during the same term.

Jeff Forrester inquires what the recommendation is for staggering vacancies of the board.

Shelia Patton makes a recommendation to wait until next year's session of the election committee. This will stagger the board member positions. This will make the placement of members more public, as it will be done when other city boards are being filled. However, the board does need to address current bylaws and establish operation procedures of the board to meet current needs. These will address ordinance changes and requirements of the current board.

Brad Forrester, Amber Porter, Susan Cranford, and Dr. Brad Abraham agree with adding additional members for quorum purposes and a more diverse group of input but recommend waiting to add the members until next term.

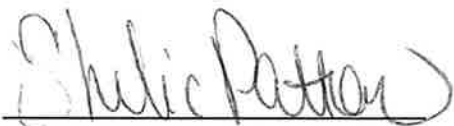
## ADJOURNMENT

Motion was made by Dr. Brad Abraham and seconded by Amber Porter to adjourn the meeting. With no further business before the board, the board's consensus was to adjourn at 6:28 pm.



ASAB Chair

## ATTEST:



Shelia Patton, ASAB member



# Animal Shelter Advisory Board Report

July thru September 2022

	Dogs	Cats	Others	Total
Impounds	141	55	91	287
Owner Surrender	3	0	0	3
Stray	105	31	29	165
Quarantine	19	1	0	20
Safe Keeping	3	0	0	3
DOA	10	19	28	57
Trapped by resident	1	4	34	39
Born at Shelter	0	0	0	0

Dispositions	Dogs	Cats	Others	Total
Return to Owner	88	6	3	97
Adopted	36	34	3	73
Rescued	0	0	13	13
Euthanized	6	2	4	12
Other	2	2	41	45

## Euthanasia Reason

Behavioral	2	0	0	2
Medical	3	2	1	6
Policy- H.R.R.C	1	0	3	4
Wild Animal	0	0	0	0

Euthanasia for dogs 4.00%

Euthanasia for cats 3.57%

Euthanasia for dogs & cats total 3.88%

Dogs at facility at end of report: 18

Dogs at facility at beginning of report: 19

Cats at facility at end of report: 12

Cats at facility at beginning of report: 20

1 chicken

**Euthanasia Rate for Facility July 1, 2022 thru September 30, 2022: 3.88%**

**Euthanasia Rate for Facility January 1, 2022 thru September 30, 2022: 3.32%**



# Wylie City Council

## AGENDA REPORT

**Department:** Parks and Recreation  
**Prepared By:** Brent Stowers

**Account Code:** \_\_\_\_\_

### Subject

Consider, and act upon, approval of the Park Event Application from the Wylie Community Christian Care Center, a non-profit organization, for their annual bake sale fundraiser at the Olde City Park Pavilion on November 23, 2022.

### Recommendation

Motion to approve Item as presented.

### Discussion

This is an annual event for Wylie Community Christian Care Center, a non-profit organization, requested by Mary Warkentine, to hold a bake sale fundraiser at the Olde City Park Pavilion on Wednesday, November 23, 2022. The organization plans to sell donated, wrapped homemade food items. Ms. Warkentine forwarded an email to staff from Collin County Environmental Services which stated the event does not require an event food service/health permit.

The Parks and Recreation Board approved this application at the October 29<sup>th</sup> board meeting.



**Parks & Recreation Department**  
 949 Hensley Lane, Building 200  
 972-516-6340 | Parks@wylietexas.gov

## Park Event Application

*Submission of this Park Event Application is required for special public non-profit and for-profit events, 5K/run runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and is recommended a minimum of twelve weeks in advance. Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. Please call the Parks Administration at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.*

### Applicant Information

**Name of Organization \***

WYLIE COMUNITY CHRISTIAN CARE CE

**Website**

wyliecommunitycarecenter.org

**Are you a non profit? \***

☒ Yes ☐ No

**Please upload 501c3 Documents**

### Contact Information

**Primary Contact Name \***

Mary Warkentine

### Event Information

**Event Name/Title \***

Wylie Community Christian Care Annual Bake Sale

**Event Type \***

Fundraiser

**Purpose of event \***

Raise funds for the Christian Care Center

**Event Location \***

Olde City Park

**Proposed Event Date \***

11/23/2022

**Alternative Event Date \***

11/23/2022

**Start Time\***

07:00:00 AM

Include Setup

**End Time\***

12:00:00 PM

Include Cleanup

**Do you plan to sell items of any kind?**

example: drinks, food items, t-shirts, snow cones, memberships, registrations etc.

☒ Yes ☐ No**Please specify all items you plan to sell**

wrapped baked donated goods

**Will there be food items provided?**☒ Yes ☐ No**Please specify the types of food items to be provided**

Baked desserts

**Who is providing the food?**☐ Applicant☐ Food Vendor☒ Other members of the community**Anticipated number of Participating Vendors\***

1

**Anticipated Event Attendance\***

200

**Event Target Audience\***

Wylie area people

**Event Details\***

Annual bake sale with items provided by area people. All items will be pre-packaged, ready for sale. Items are cakes, pies, other baked dessert items.

**Event Announcement and/or Flyers****NOTE:**

If food is prepared on site or off-site and brought to the event location to be offered to the public, free or at cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 972-548-5528 or 972-548-5585. The Collin County website is [www.collincountytx.gov](http://www.collincountytx.gov).

Sec. 78-105 of the City Code of Ordinances states: It shall be unlawful for any person to solicit for sale, vend, peddle, sell or offer to sell any cold drinks, cigars, tobacco, cigarettes, fruits, candies, goods, wares or merchandise of any kind or nature whatsoever within the municipal parks or recreation or community center facility; provided, however, that this section shall not apply to any person, organization, firms or corporations, or the agents of any person, or organization, firm or corporation, or employee of any person who are recommended by the Parks and Recreation Board and approved by the City Council to operate a concession or concessions for the sale of specified goods, wares, and merchandise within the municipal parks or recreation or community center facilities of the city.

Signature

*Mary Warkentine*

Date\*

10/05/2022



# Wylie City Council

## AGENDA REPORT

**Department:** Parks and Recreation  
**Prepared By:** Brent Stowers

**Account Code:** \_\_\_\_\_

### Subject

Consider, and act upon, approval of the Park Event Application from Wally W. Watkins PTA, a non-profit organization, for their annual Jingle Bell Jog 5K and Fun Run/Walk at Founders Park on December 3, 2022.

### Recommendation

Motion to approve Item as presented.

### Discussion

This is an annual event for the Wally W. Watkins PTA, a non-profit organization, requested by Brittney Williamson, to hold a 5K/Walk Event at Founders Park on Saturday, December 3, 2022. The organization plans to sell 5K registrations, spirit sticks, food, and beverages such as cookies, pastries, hot chocolate, and coffee. Three participating vendors are expected to attend the event. Staff has requested the applicant to provide documentation and/or food service/health permits from Collin County Environmental Services.

The Parks and Recreation Board approved this application at the October 29<sup>th</sup> board meeting.



**Parks & Recreation Department**  
 949 Hensley Lane, Building 200  
 972-516-6340 | Parks@wylietexas.gov

## Park Event Application

*Submission of this Park Event Application is required for special public non-profit and for-profit events, 5K/fun runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and is recommended a minimum of twelve weeks in advance. Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. Please call the Parks Administration at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.*

### Applicant Information

**Name of Organization \***

Wally W Watkins PTA

**Website**

**Please upload 501c3 Documents**

**Are you a non profit? \***

☒ Yes ☐ No

TaxExemptionCertificate\_2021- 89.71KB  
 2022.pdf

### Contact Information

**Primary Contact Name \***

Brittney Williamson

### Event Information

**Event Name/Title \***

Jingle Bell Jog 5K & Fun Run/ Walk

**Event Type \***

5k/Walk

**Purpose of event \***

5k & Fun Run/ Walk

**Event Location \***

Founders Park

851 Hensley Lane

**Proposed Event Date \***

12/03/2022

**Alternative Event Date \***

12/03/2022

**Start Time\***

05:00:00 AM

Include Setup

**End Time\***

01:00:00 PM

Include Cleanup

**Do you plan to sell items of any kind?**

example: drinks, food items, t-shirts, snow cones, memberships, registrations etc.

☒ Yes ☐ No**Please specify all items you plan to sell**

Day of Registration; Spirit Sticks; Food and Beverages

**Will there be food items provided?**☒ Yes ☐ No**Please specify the types of food items to be provided**

Cookies; Hot Chocolate; Coffee; Breakfast Pastries

**Who is providing the food?**☐ Applicant☐ Food Vendor☒ Other Both Applicant & Food Vendor**Anticipated number of Participating Vendors\***

3

**Anticipated Event Attendance\***

600

**Event Target Audience\***

Wylie Community

**Event Details\***

Wally Watkins Annual 5k & Fun Run/ Walk to kick off the holiday season and promote healthy lifestyles for our students and families.

**Event Announcement and/or Flyers**

JINGLE BELL JOG FLYER - Preliminary.pdf

70.72KB

**NOTE:**

If food is prepared on site or off-site and brought to the event location to be offered to the public, free or at cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 972-548-5528 or 972-548-5585. The Collin County website is [www.collincountytx.gov](http://www.collincountytx.gov).

Sec. 78-105 of the City Code of Ordinances states: It shall be unlawful for any person to solicit for sale, vend, peddle, sell or offer to sell any cold drinks, cigars, tobacco, cigarettes, fruits, candies, goods, wares or merchandise of any kind or nature whatsoever within the municipal parks or recreation or community center facility; provided, however, that this section shall not apply to any person, organization, firms or corporations, or the agents of any person, or organization, firm or corporation, or employee of any person who are recommended by the Parks and Recreation Board and approved by the City Council to operate a concession or concessions for the sale of specified goods, wares, and merchandise within the municipal parks or recreation or community center facilities of the city.



Signature

BRITTNEY WILLIAMSON

Date\*

09/17/2022



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
Prepared By: Stephanie Storm

Account Code: \_\_\_\_\_

### Subject

Presentation of the Community Waste Disposal (CWD) Annual Report.

### Recommendation

### Discussion

Robert Medigovich, CWD Municipal Coordinator, will be present to give their annual report to the City Council.



# Wylie City Council

## AGENDA REPORT

Department: City Engineer  
Prepared By: Tim Porter

Account Code: \_\_\_\_\_

### Subject

Discuss Wastewater Treatment Plant Demolition.

### Recommendation

### Discussion

Please see the attached presentation.



*Honoring our past; Embracing  
our present; Planning our future*



## Wastewater Treatment Plant Demolition Options

**CITY COUNCIL MEETING**  
**NOVEMBER 8, 2022**

Clayton C. Barnard, PE

# Agenda

- Current Status
- NTMWD Facilities
- WW Interceptor Improvement Option
- Demolition Options
- Questions



# Current Status – Permit Closed

- Received TCEQ cancellation notification on August 2, 2021
- Closed as a “clean site”

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



CANCELLATION OF

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PERMIT NO. WQ0010384001

EPA ID: TX0025950

ISSUED TO: North Texas MWD

ISSUED January 30, 2018

The holder of Permit No. WQ0010384001 has consented to the cancellation of the permit. The permit was issued to Wylie Wastewater Treatment Plant, located at 806 Alans Drive, in Collin County, Texas. The activities authorized by the registration have terminated, as confirmed by the staff of the Texas Commission on Environmental Quality.

### THEREFORE:

1. Pursuant to the provisions of 30 Texas Administrative Code Section 305.67, Permit No. WQ0010384001 is revoked.
2. A copy of this revocation shall be sent to the holder of this permit.

Effective Date: August 2, 2021

A handwritten signature in black ink, appearing to be "T. B. ...", written over a horizontal line.

For The Commission



# Current Status – NTMWD Injection



# Current Status – NTMWD Injection





# Demolition Options – No Demo

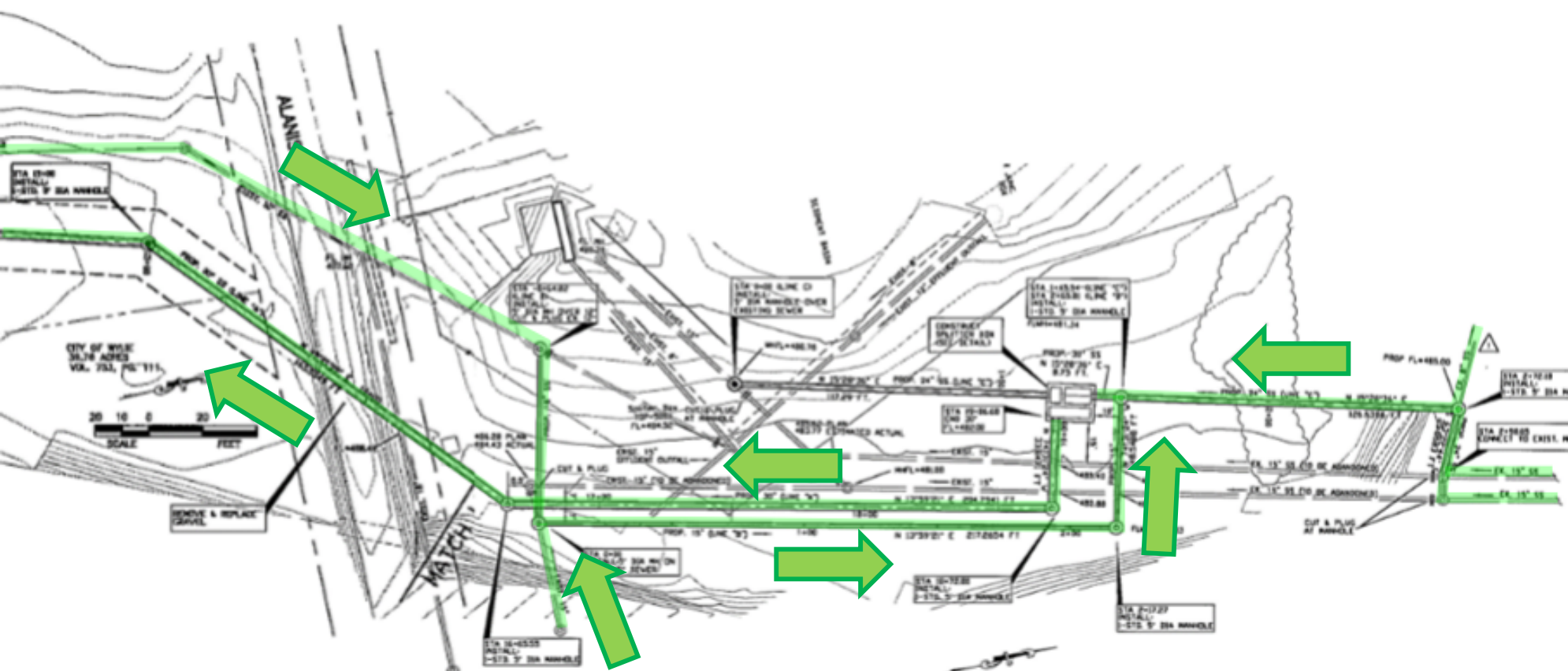


# Demolition Options – WW Interceptor with no Demo

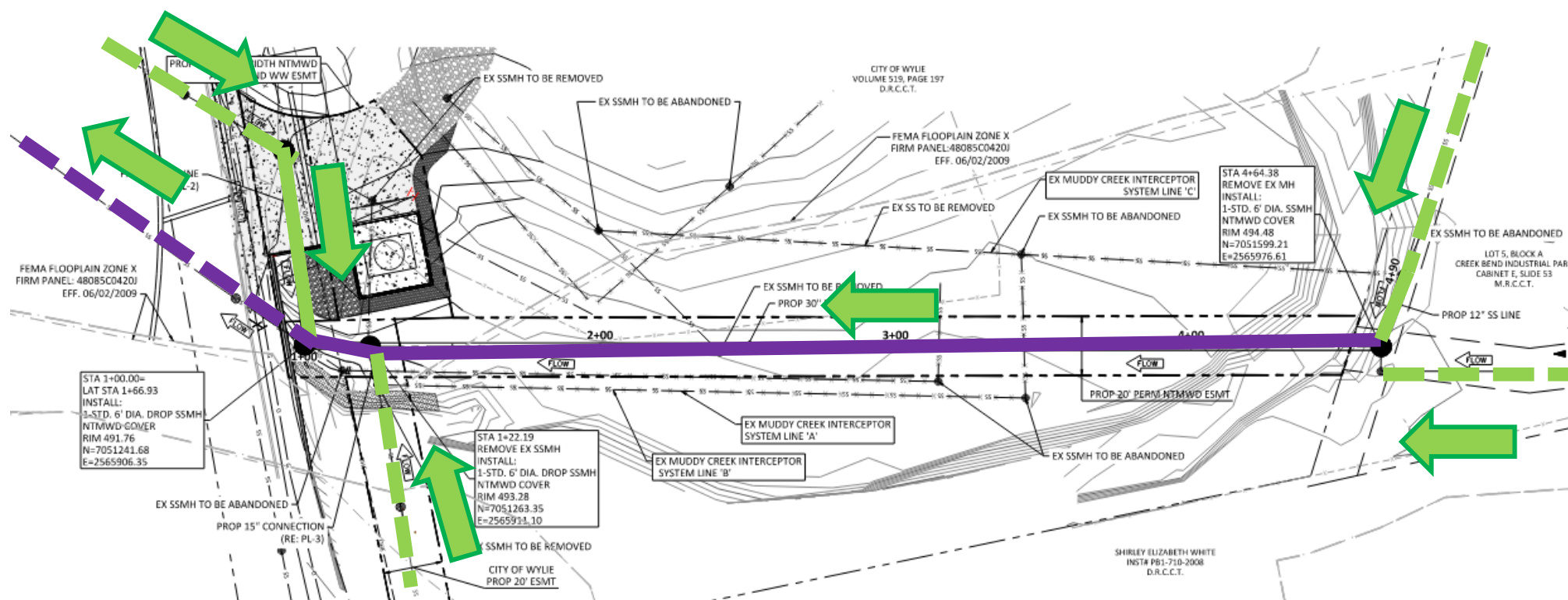




# Demolition Options – WW Interceptor with no Demo



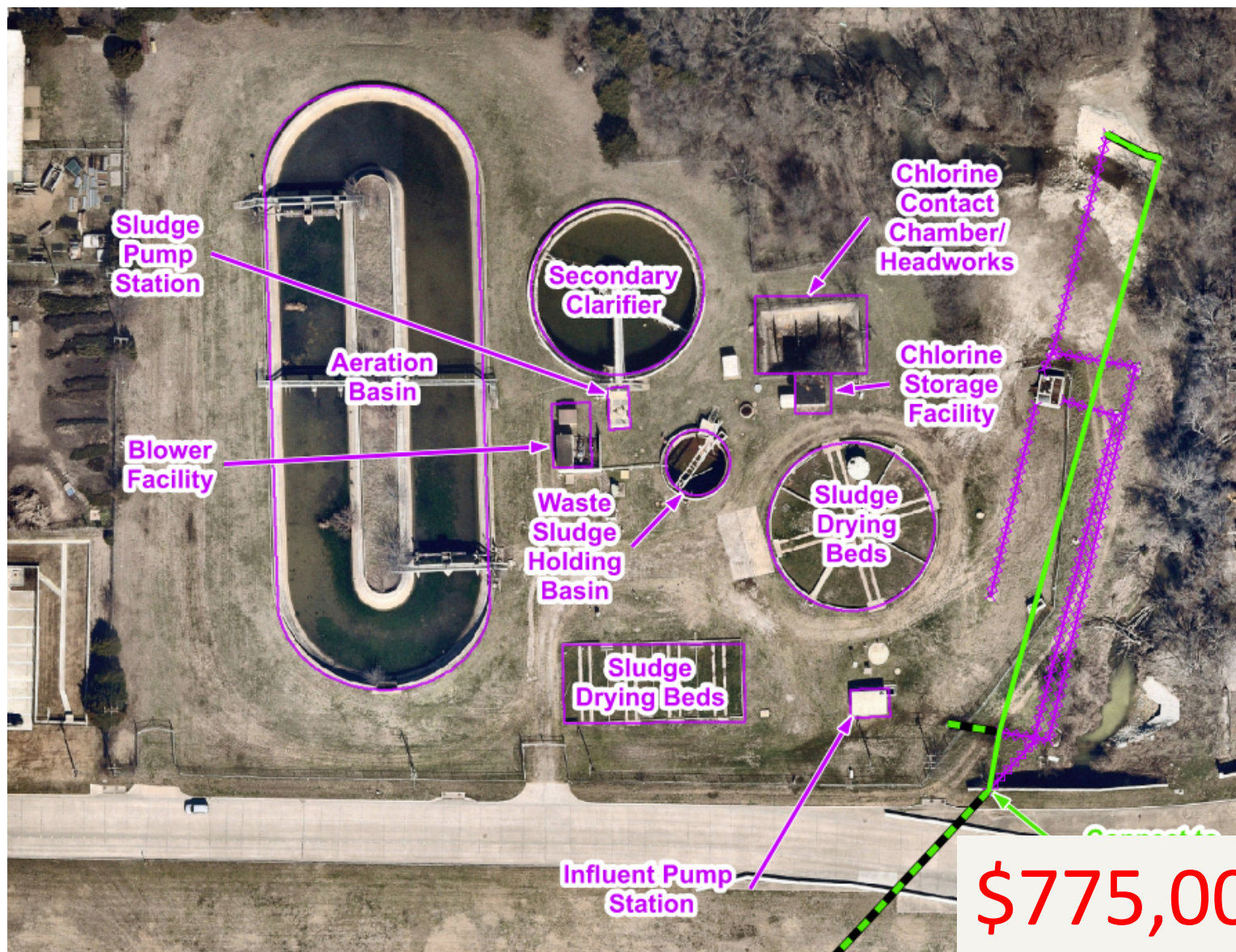
# Demolition Options – WW Interceptor with no Demo



- Existing City of Wylie
- Proposed City of Wylie
- Existing NTMWD
- Proposed NTMWD

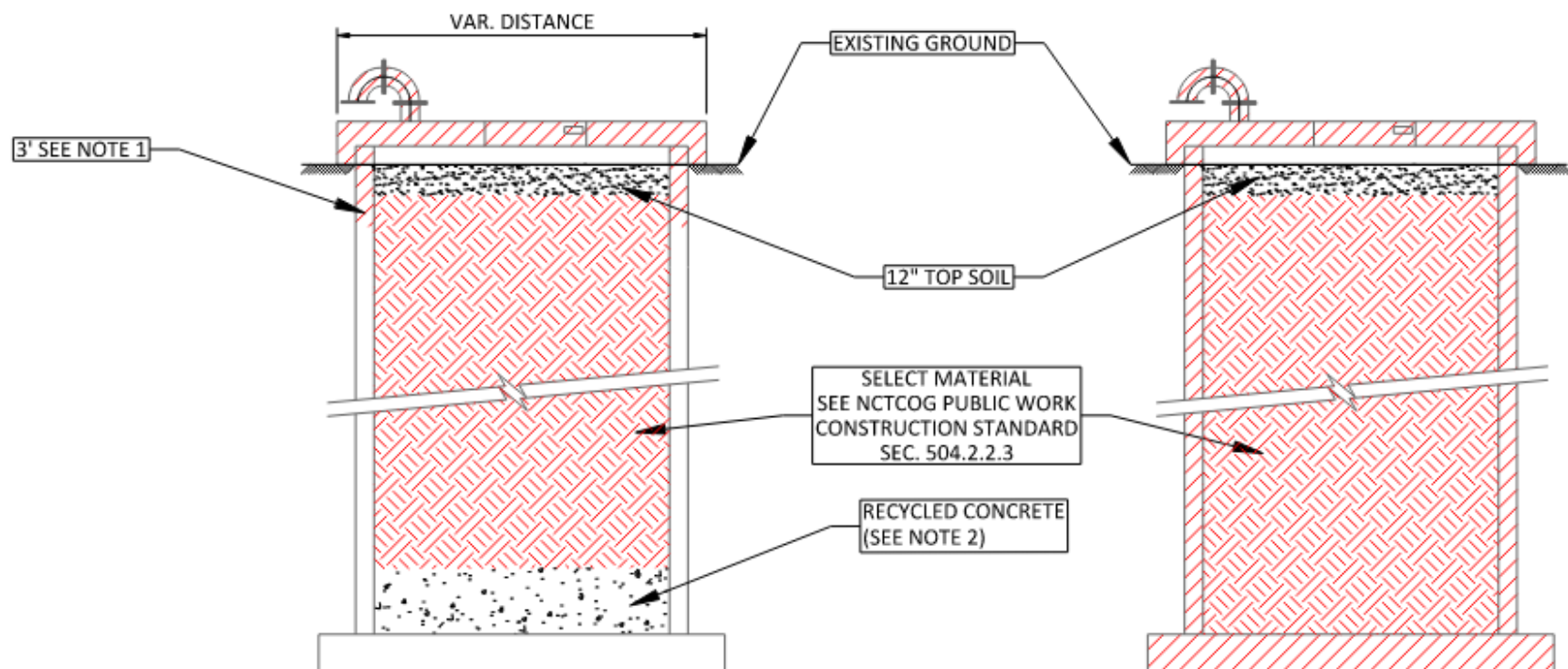


# Demolition Options – WW Interceptor with no Demo



**\$775,000**

# Demolition Options



Option 1 – Top Removal

Option 2 – Full Removal



# Demolition Options – Basin Removal



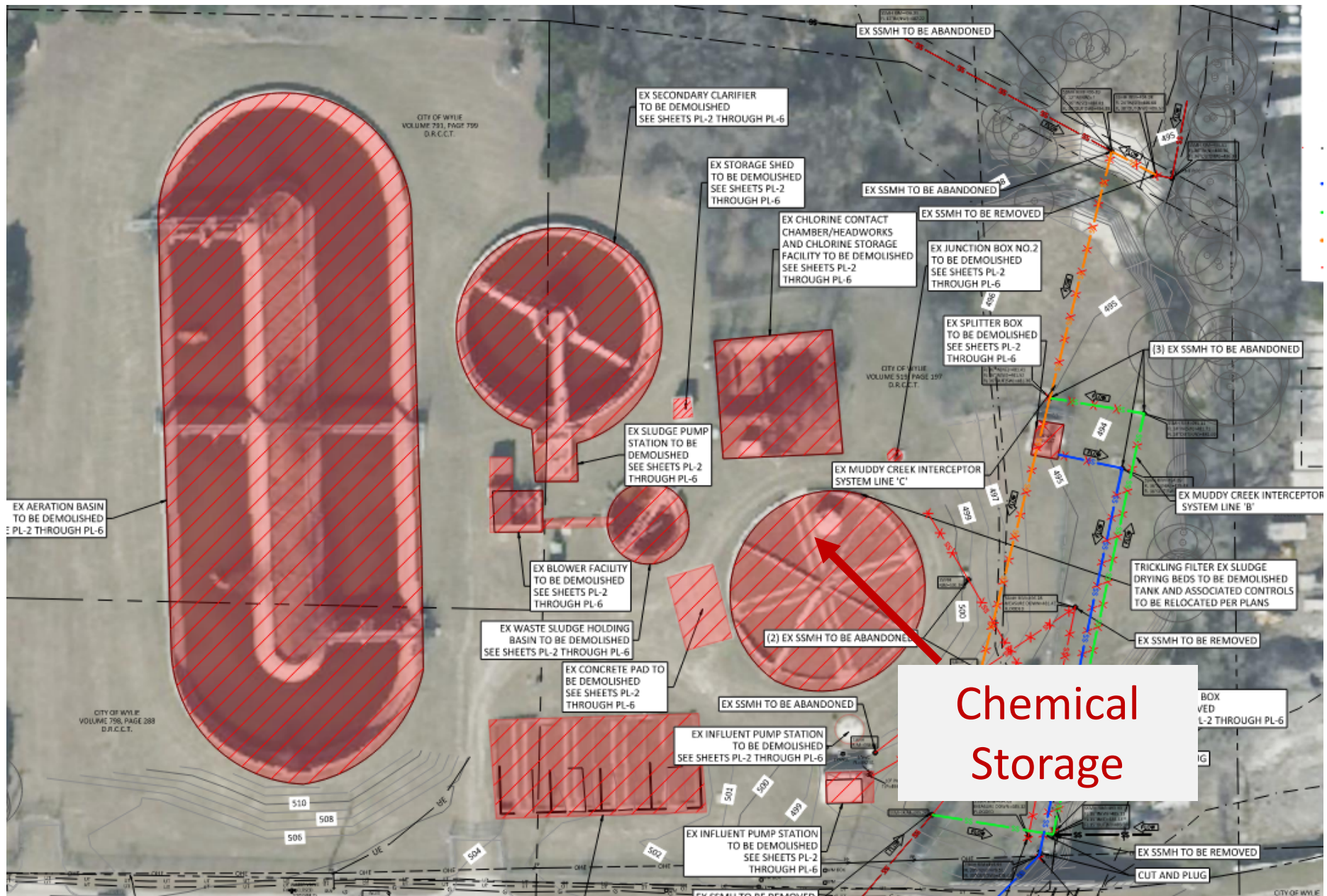
# Demolition Options – Basin Removal



Top Removal - \$1,952,000  
Full Removal - \$4,630,000

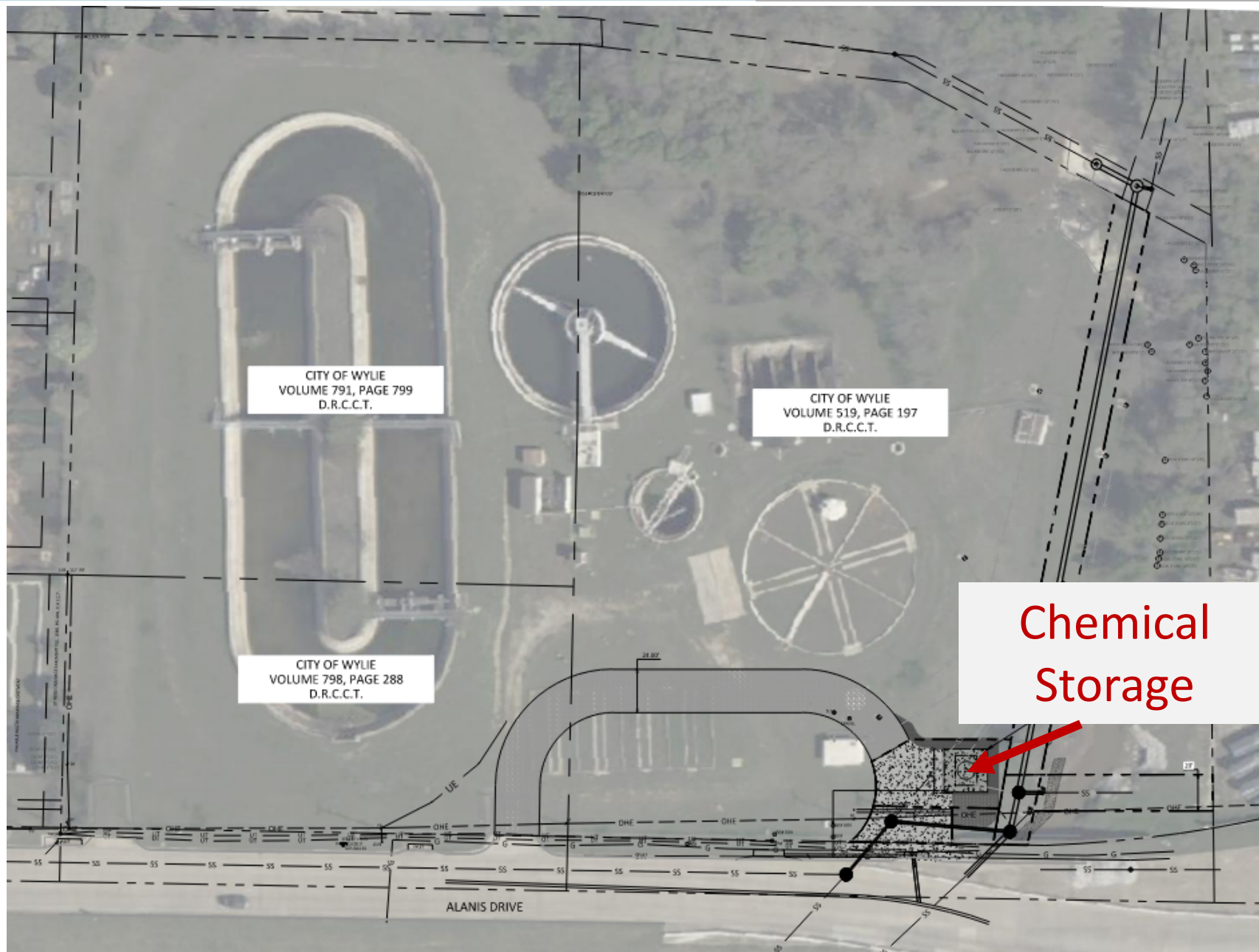


# Demolition Options – Removal All structures



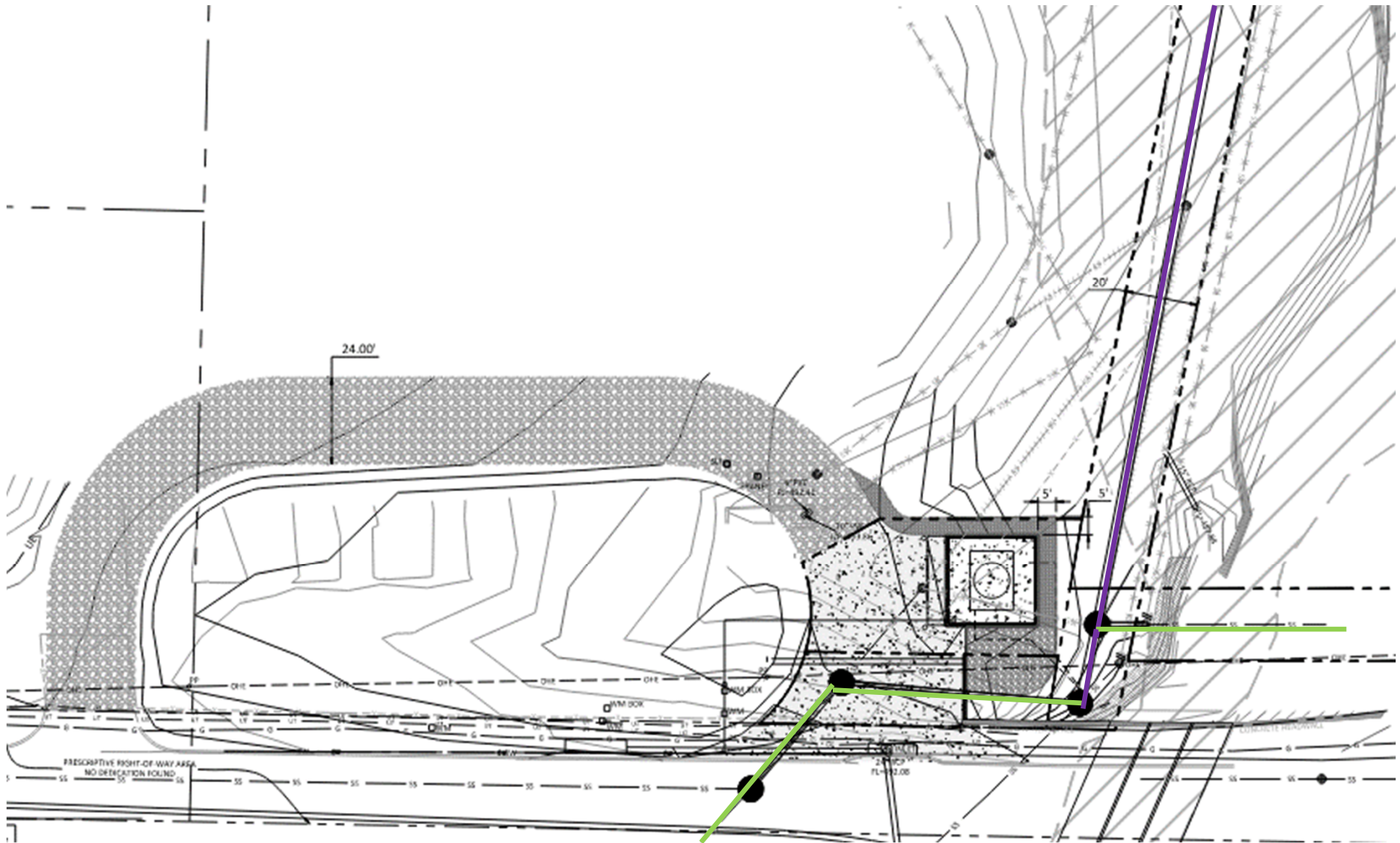
**Chemical  
Storage**

# Demolition Options – Removal All structures





# Demolition Options – Removal All structures



# Demolition Options – Removal All structures – Proposed Easements



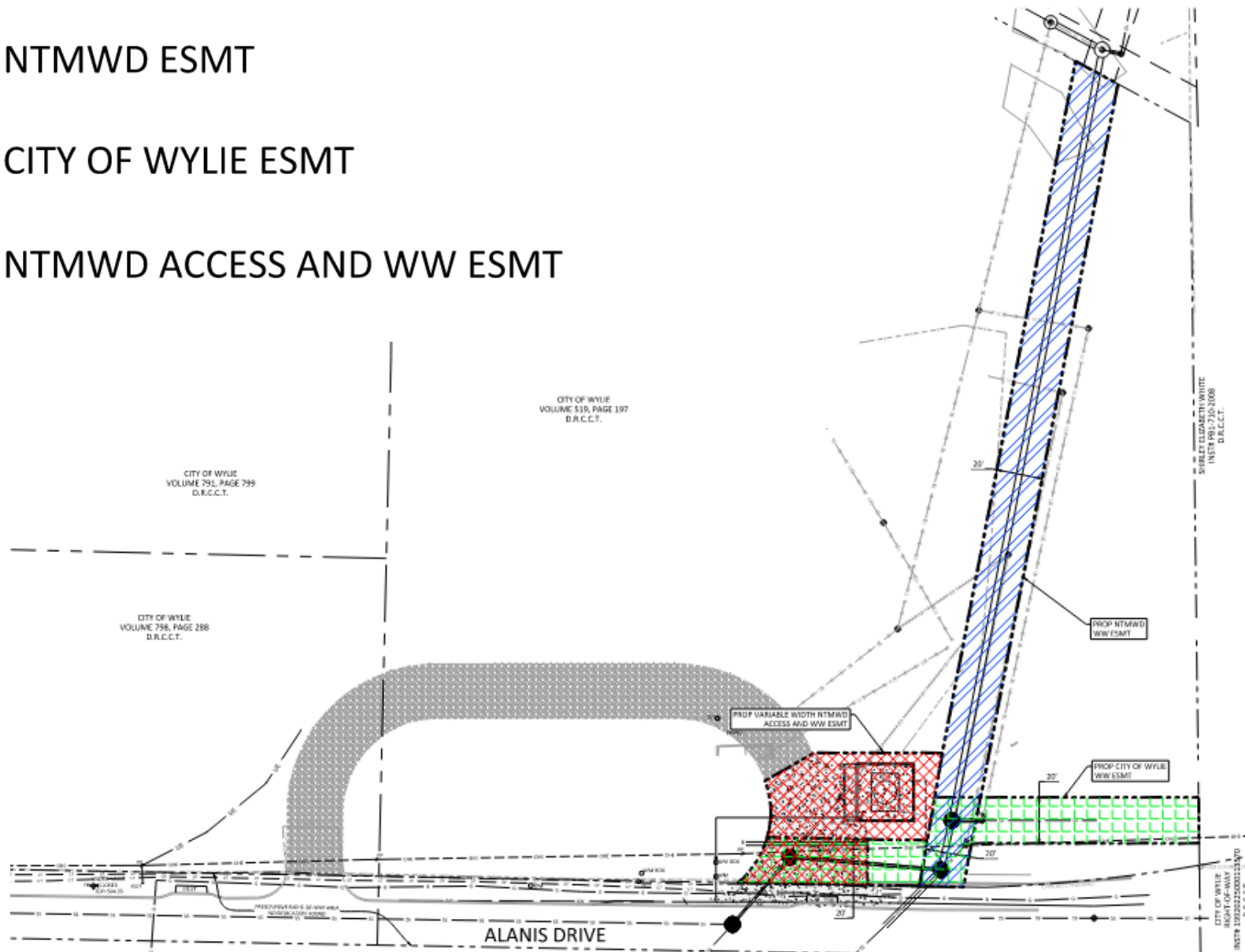
NTMWD ESMT



CITY OF WYLIE ESMT

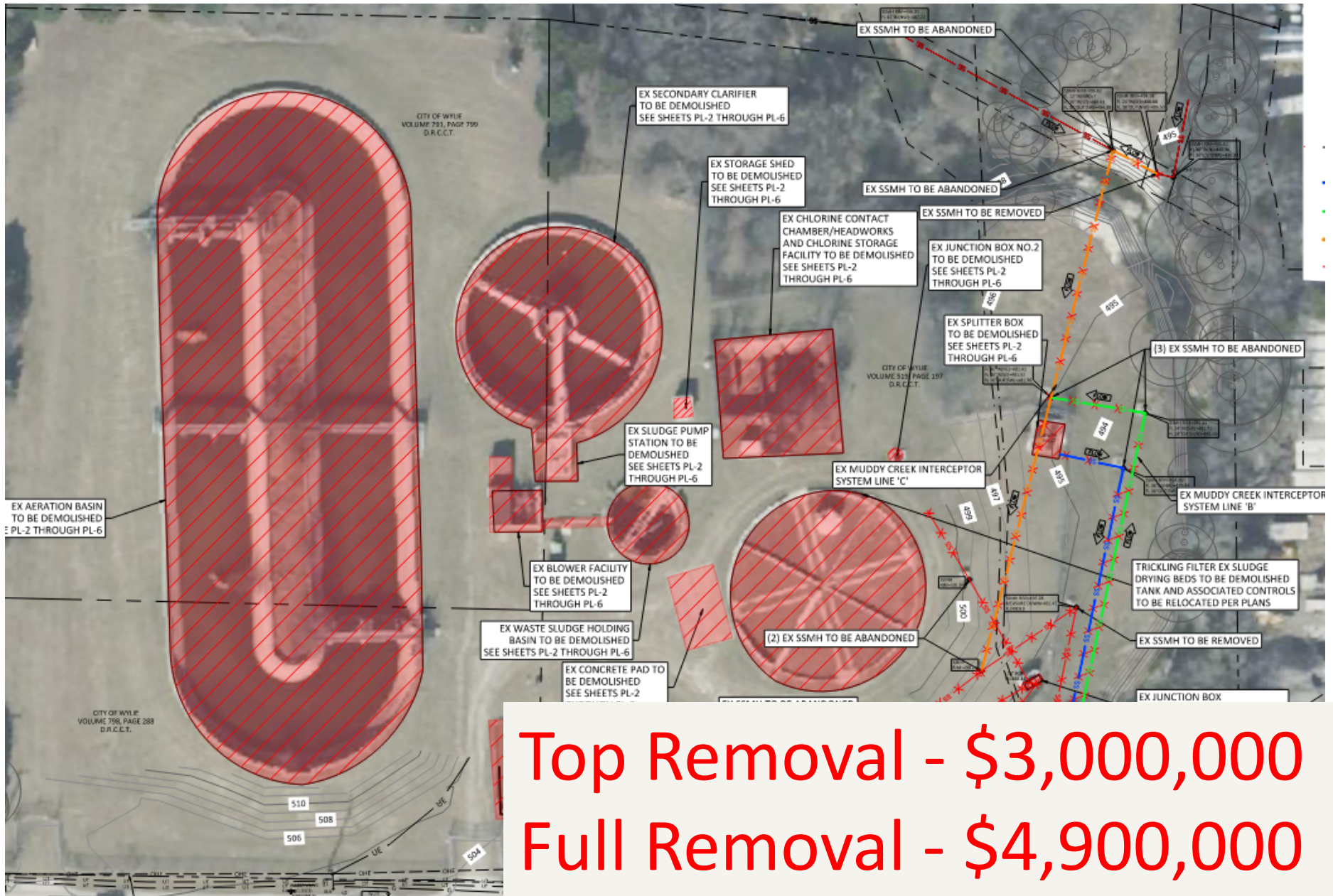


NTMWD ACCESS AND WW ESMT





# Demolition Options – Removal All structures



Top Removal - \$3,000,000  
Full Removal - \$4,900,000

# Demolition Options – Summary

**NO DEMOLITION/ REMAIN AS IS - \$0**

**WW INTERCEPTOR IMPROVEMENTS - \$775,000**

**BASIN DEMOLITION – TOP REMOVAL - \$1,952,000**

**BASIN DEMOLITION – FULL REMOVAL - \$4,630,000**

**BASIN AND STRUCTURE DEMOLITION – TOP REMOVAL - \$3,000,000**

**BASIN AND STRUCTURE DEMOLITION – FULL REMOVAL - \$4,900,000**



*Honoring our past; Embracing  
our present; Planning our future*



## Wastewater Treatment Plant Demolition Options

QUESTIONS





# Wylie City Council

## AGENDA REPORT

Department: Planning

Account Code: \_\_\_\_\_

Prepared By: Jasen Haskins, AICP

### Subject

Discuss proposed amendments to the City Ordinance and Zoning Ordinance regarding Code Enforcement policies and Zoning Uses.

### Recommendation

Discussion.

### Discussion

Staff is presenting proposed amendments to both the City Ordinance and Zoning Ordinance to strengthen and clarify staff's ability to enforce public nuisance violations.

The amendments to the City's Code of Ordinances, Article IV, Section 54 propose to align the City's Code Enforcement with state law changes (Sec 54-63), to allow for the city to immediately abate violations at the property owners expense for repeat offenders (Sec 54-66.a.4), and simplify the lien filing process to align with state law (Sec 54-66(c)).

The proposed amendments to the City Code are included for reference.

The amendments to the Zoning Ordinance include the proposed addition of a Donation Box Use. The use is being proposed under both an Accessory Use and a Temporary Use. The difference between the two types of uses being the duration and requirements for application. An accessory donation box use will require a site plan or site plan amendment, while a temporary donation box use will require a temporary use permit. The accessory use shall allow the donation box indefinitely, while the TUP would limit the use to 90 days.

Both types of uses require a staff approval process and set rules and regulations for placement, upkeep, and penalties for non-compliance.

The proposed amendments, being new additions to the Zoning Ordinance, are included for reference.



PART II - CODE OF ORDINANCES  
Chapter 54 - HEALTH AND SANITATION  
ARTICLE IV. WEEDS, RUBBISH, INSANITARY MATTER

## **ARTICLE IV. WEEDS, RUBBISH, INSANITARY MATTER<sup>1</sup>**

### **Sec. 54-61. Definitions.**

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Brush* means scrub vegetation or dense undergrowth.

*Carion* means the dead and putrefying flesh of any animal, fowl or fish.

*Enforcement officer* means the city code and environmental inspector, or such other persons designated by the city manager.

*Filth* means any matter in a putrescent state.

*Garbage* means all decayable wastes.

*Impure or unwholesome matter* means any putrescible or non-putrescible condition, object or matter which tends to, may or could produce injury, death or disease to human beings.

*Junk* means all worn out, worthless or discarded material, including, but not limited to, odds and ends, old iron or other material; glass; cordage; refrigerators and appliances, if outside buildings.

*Objectionable, unsightly or insanitary matter* means any matter, condition or object which is or should be objectionable, unsightly or insanitary to a person of ordinary sensitivities.

*Owner* means a person having the title to real property.

*Refuse* means a heterogeneous accumulation of worn-out, used up, broken, rejected or worthless materials and includes garbage, rubbish, paper or litter and other decayable or ~~non-decayable~~ ~~nondecayable~~ waste.

*Rubbish* means trash, debris, rubble, stone, useless fragments of building materials, refrigerators and appliances, or other miscellaneous useless waste or rejected matter.

*Weeds* means vegetation that because of its height is objectionable, unsightly or insanitary, but excluding:

- (1) Shrubs, bushes, and trees;
- (2) Cultivated flowers; and
- (3) Cultivated crops.

- (b) Any word not defined in subsection (a) of this section shall be construed in the context used and by ordinary interpretations, not as a word of art.

(Code 1997, § 54-111; Code 2005, § 54-61; Ord. No. 92-14, § I(2.01), 12-8-1992)

### **Sec. 54-62. Penalty for violation of article.**

<sup>1</sup>State law reference(s)—Municipal power concerning weeds and other insanitary matter, Texas Health and Safety Code § 342.004.

PART II - CODE OF ORDINANCES  
Chapter 54 - HEALTH AND SANITATION  
ARTICLE IV. WEEDS, RUBBISH, INSANITARY MATTER

Any person who commits an offense under the provisions of this article shall be subject to the penalty provided for in section 1-13.

(Code 1997, § 54-112; Code 2005, § 54-62; Ord. No. 92-14, § I(2.07), 12-8-1992)

**Sec. 54-63. Property within city to be free of conditions constituting public nuisances; enumeration of conditions.**

A person owning, claiming, occupying or having supervision or control of any real property, occupied or unoccupied, within the city limits, ~~and outside the city limits for a distance of 5,000 feet,~~ commits an offense if such person permits or allows any stagnant or unwholesome water, sinks, filth, carrion, weeds, rubbish, brush, refuse, junk or garbage, or impure or unwholesome matter of any kind, or other public nuisance as defined by the State of Texas Health and Safety Code Section 343.011 to accumulate or objectionable, unsightly matter of whatever nature to accumulate or remain on such real property or within any easement area on such real property or upon any adjacent right-of-way for streets and alleys between the property line of such real property and where the paved surface of the street or alley begins. Such conditions are hereby defined as public nuisances.

(Code 1997, § 54-113; Code 2005, § 54-63; Ord. No. 92-14, § I(2.02), 12-8-1992)

**Sec. 54-64. Weeds of height greater than 12 inches constitutes offense.**

A person, owner, tenant, agent or person responsible for any premises within the city, occupied or unoccupied, commits an offense if such person permits or allows weeds to grow on the premises to a greater height than 12 inches. Such premises shall include, but not be limited to, the parkway between sidewalk and the curb; the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the centerline of such right-of-way; or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property. The city may abate, without notice weeds higher than 48 inches.

(Code 1997, § 54-114; Code 2005, § 54-64; Ord. No. 92-14, § I(2.03), 12-8-1992)

**Sec. 54-65. Cultivated and uncultivated agricultural properties; height limitations.**

With respect to uncultivated agricultural properties, a person, owner, tenant, agent or person responsible for such property commits an offense if such person permits or allows weeds to grow to a greater height than 12 inches within 150 feet from any adjacent property under different ownership or any street right-of-way. However, on cultivated agricultural properties where the distance between the growing crop and abutting property under different ownership or street right-of-way is less than 150 feet, the person, owner, tenant, agent or person responsible for such property commits an offense if such person permits or allows weeds to grow to a greater height than 12 inches between such growing crop and such property or street right-of-way, so long as no traffic visibility obstruction will exist.

(Code 1997, § 54-115; Code 2005, § 54-65; Ord. No. 92-14, § I(2.04), 12-8-1992)

**Sec. 54-66. Notice of violation; delivery of notice; abatement by city; charges; collection; lien; perfection of lien.**

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- (a) If any person violates the provisions of this article, the enforcement officer or ~~their his~~ designee shall give notice to such person setting forth the noncompliance with this article. Such notice shall be given in any one of the following ways:
- (1) Personal delivery in writing;
  - (2) By letter addressed to such person at his post office address, and which shall be deemed to have been received five days from the date of mailing;
  - (3) If personal service cannot be obtained, or the owner's post office address is unknown:
    - a. By publication at least ~~oncetwice within ten consecutive days~~;
    - b. By posting the notice on or near the front door of each building on the property to which the violation relates; or
    - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.
  - (4) ~~The notice shall also state that should another such violation of the same kind or nature occur, on or before the first anniversary of the date of the notice, the city, without further notice, may correct the violation at the property owner's expense.~~
- (b) If such person fails or refuses to comply with the demand for compliance in the notice within ten days of such notice or publication, the city may do such work or cause such work to be done to bring the real property into compliance with this article. The costs, charges and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and the personal liability of such person, called charges. The charges to be collected by the city under this article shall include, in addition to the costs and expenses of mowing or correcting a condition upon a tract of land, a sum specified in the fee schedule in Appendix A to this Code, which sum is hereby found to be the cost to the city of administering the terms of this article.
- (c) If a notice, as provided in this section, is delivered to the owner of such real property, and ~~they he~~ fails or refuses to comply with the demand for compliance within the applicable time period, as provided in this subsection, the costs, charges and expenses shall be, in addition to a charge to and personal liability of the owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon. In order to perfect such lien, the enforcement officer or his designee shall first give such owner written notice of demand for payment of such charges. Such written notice may be given by any one of the methods provided for the initial notice requiring compliance. If the owner fails or refuses to make complete payment of the charges within 20 days of such notice, the ~~mayorenforcement officer~~ or ~~their his~~ designee shall file a written statement of such charges with the county clerk of the county in which the real property is located for filing in the county land records. The statement shall be sufficient if it contains the following:
- (1) The name of the owner, if known;
  - (2) A legal description of the real property;
  - (3) The amount of the charges including interest thereon;
  - (4) ~~A statement that all prerequisites required by this article for the imposition of the charges and the affixing of the lien have been met; and~~
  - (5) ~~A statement signed by the enforcement officer or his designee, under oath, that the statements made therein are true and correct.~~

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The statement may also contain such other information deemed appropriate by the enforcement officer or his designee. All charges shall bear interest at the rate of ten percent per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided in this section, or certified copy of such statement, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible, as provided in this section, shall be jointly and severally liable for the charges.

(Code 1997, § 54-116; Code 2005, § 54-66; Ord. No. 92-14, § I(2.05), 12-8-1992)

State law reference(s)—Assessment of expenses, lien, Texas Health and Safety Code § 342.007.

**Sec. 54-67. Enforcement of article.**

The provisions of this article shall be enforced by representatives of the city's code enforcement department. Notwithstanding any provisions of this article to the contrary, the enforcement officer has authority to issue immediate citations to persons violating any provision of this article in the presence of such official. It shall be unlawful for any person to interfere with the enforcement officer, his designee or an environmental health specialist, in the exercise of their duties under this article.

(Code 1997, § 54-117; Code 2005, § 54-67; Ord. No. 92-14, § I(2.06), 12-8-1992)



## ZONING ORDINANCE

Permitted Uses	Residential Districts							Non-Residential Districts							Parking
	Low Density		High Density					Commercial				Industrial		Mixed-Use	
J. Accessory Uses	AG/30	SF-ED	SF-20/26	SF-10/24	TH	MF	MH	NS	CR	CC	BG	L I	H I	DTH	SBO
11. Accessory Donation Box								P	P	P					None

P=Permitted P\*=Permitted with additional requirements when located in this district.

S=Special Use Permit T=Temporary Use Permit (L)=Loading spaces are required

Permitted Uses	Residential Districts							Non-Residential Districts							Parking
	Low Density		High Density					Commercial				Industrial		Mixed-Use	
K. Temporary Uses	AG/30	SF-ED	SF-20/26	SF-10/24	TH	MF	MH	NS	CR	CC	BG	L I	H I	DTH	SBO
2. Donation Box															

P=Permitted P\*=Permitted with additional requirements when located in this district.

S=Special Use Permit T=Temporary Use Permit (L)=Loading spaces are required

## SECTION 5.2 LISTED USES

All permitted districts, required parking, and loading are outlined in Section 5.1 Land Use Charts.

## H. Accessory Uses

### 11. Accessory Donation Box

- a. **Definition:** Donation Box means a container for the collection of household items generally accepted as resalable or reusable. The container may be manned or unmanned.
- b. **Additional Provisions:** Donation Boxes shall meet the following standards:
  - (1) Donation Boxes are permitted only in areas designated on the site plan filed with the City. The City Planner shall have the authority to approve or disapprove the addition of Donation Boxes exhibits when presented as an amendment to an approved site plan of the primary use. The City Planner may waive this authority and require consideration of the amendment by the Planning and Zoning Commission.
  - (2) No more than one (1) donation box may be permitted for placement on any one lot. In the case of a shopping center or office development that consists of multiple platted lots, the City Planner shall treat the shopping center or office development as if it is one contiguous lot.
  - (3) A decal to allow a Donation Box to be placed and used at a designated location shall be issued by Community Services at the time of the approval of the Site Plan or amendment. The decal shall be placed on the Donation Box in a visible location to identify the Donation Box as an allowed use on the property, the operator's name and contact information, and that all donations must fit into and be placed within the Donation Box.
  - (4) The maximum dimensions of a Donation Box shall be ten (10) feet in width, twelve (12) feet in depth and seven (7) feet in height. If the Donation Box is a manned trailer the depth and height may be increased to twenty-four (24) feet and eight (8) feet, respectively.
  - (5) Donation Boxes shall not be located in a required parking or loading space, designated landscaping or open space, or required setbacks.
  - (6) Donation Boxes shall not be placed in the rear of a site, and if placed in the side of a site must not be further back than the midpoint.
  - (7) The operator of each Donation Box shall keep the real property situated within twenty-five (25) feet of the location of a Donation Box clean and free of trash, debris, coat hangers, clothes, clothing accessories or excess donations. The Donation Box shall be kept in good condition, free from damage and graffiti.
  - (8) A violation of any of these provisions shall constitute a public nuisance, and the City shall have the authority to issue a violation notice, issue a ticket, or abate any such violation as such as allowed under Article IV Section 54-66 of the City of Wylie's Code of Ordinances. This provision does not exclude or limit the use of any other remedy available to the City under this Ordinance, the Code of Ordinances or the laws of the State of Texas.



- (9) The requirements of this Subsection shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any Donation Boxes existing on the effective date of these regulations shall come into compliance with the requirements of this Subsection 5.2.H.11(1-6) not later than six (6) months after the effective date of these regulations. Donation Boxes existing on or before the effective date of these regulations shall have no legally existing non-conforming rights and shall comply with the requirements of SubSections 5.2.H.11(7-9) immediately.

## I. Temporary Uses

### 3. Temporary Donation Box

- a. **Definition:** Donation Box means a container for the collection of household items generally accepted as resalable or reusable. The container may be manned or unmanned.
- b. **Additional Provisions:** Donation Boxes shall meet the following standards:
- (1) Donation Boxes are permitted only in areas designated on the application filed with the City.
  - (2) No more than one (1) donation box may be permitted for placement on any one lot. In the case of a shopping center or office development that consists of multiple platted lots, the City Planner shall treat the shopping center or office development as if it is one contiguous lot.
  - (3) A decal to allow a Donation Box to be placed and used at a designated location shall be issued by Community Services at the time of the approval of the Temporary Use Permit. The decal shall be placed on the Donation Box in a visible location to identify the Donation Box as an allowed use on the property, the operator's name and contact information, and that all donations must fit into and be placed within the Donation Box.
  - (4) The maximum dimensions of a Donation Box shall be ten (10) feet in width, twelve (12) feet in depth and seven (7) feet in height. If the Donation Box is a manned trailer the depth and height may be increased to twenty-four (24) feet and eight (8) feet, respectively.
  - (5) Donation Boxes shall not be located in a required parking or loading space, designated landscaping or open space, or required setbacks.
  - (6) Donation Boxes shall not be placed in the rear of a site, and if placed in the side of a site must not be further back than the midpoint.
  - (7) The operator of each Donation Box shall keep the real property situated within twenty-five (25) feet of the location of a Donation Box clean and free of trash, debris, coat hangers, clothes, clothing accessories or excess donations. The Donation Box shall be kept in good condition, free from damage and graffiti.
  - (8) A violation of any of these provisions shall constitute a public nuisance, and the City shall have the authority to issue a violation notice, issue a ticket, or abate any such violation as such as allowed under Article IV Section 54-66 of the



City of Wylie's Code of Ordinances. This provision does not exclude or limit the use of any other remedy available to the City under this Ordinance, the Code of Ordinances or the laws of the State of Texas.

- (9) The requirements of this Subsection shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any Donation Boxes existing on the effective date of these regulations shall come into compliance with the requirements of this Subsection 5.2.H.11(1-6) not later than three (3) months after the effective date of these regulations. Donation Boxes existing on or before the effective date of these regulations shall have no legally existing non-conforming rights and shall comply with the requirements of SubSections 5.2.H.11(7-9) immediately.