Wylie City Council Regular Meeting

May 11, 2021 – 6:00 PM
Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098

CITY OF WYLIE

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

REGULAR AGENDA

1. Consider, and act upon, Ordinance No. 2021-27 of the City Council of the City of Wylie, Texas, canvassing the election returns of the May 1, 2021 General Election; declaring the election results for City Council Place 2 and Place 4; and providing a savings/repealing clause, severability clause and an effective date.

PRESENTATIONS

PR1. Presentation of appreciation to outgoing Councilmember Candy Arrington.

ISSUANCE OF CERTIFICATE OF ELECTIONS & ADMINISTRATION OF OATH OF OFFICE

Councilmembers-elect Dave Strang and Scott Williams.

PRESENTATIONS

PR2. Proclamation Declaring May 9 - May 15, 2021 as Economic Development Week.

PR3. Proclamation Declaring May 2021 as Military Appreciation Month.

PR4. Proclamation declaring May 2021 as Asian Americans and Pacific Islanders Month.

PR5. Nonprofits COVID-19 Assistance.

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 April 27, 2021 Regular City Council Meeting minutes.

B. Consider, and act upon, Resolution No. 2021-11(R), finding that Oncor Electric Delivery Company LLC'S application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

C. Consider, and act upon, a Final Plat for Railroad Addition Lots 3A and 3B, being a replat of Railroad Addition Lot 3, Block 22, to establish two residential lots on .20 acres, property located at 108 South Fourth Street.

D. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Vijay Thangughal regarding the use of building materials for a commercial development on 0.433 acres located at 605 Parker Road.

E. Consider, and act upon, the approval of Wylie Agreement #W2021-78-I for Road & Bridge Repair Expenditures through an Interlocal Cooperation Agreement between the City of Wylie, Texas and Collin County, Texas in the estimated amount of $186,000.00, and authorizing the City Manager to execute any necessary documents.

F. Consider, and act upon, Ordinance No. 2021-27 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

G. Consider, and act upon, the approval of the purchase of playground equipment for Twin Lakes Park from WeBuildFun Inc. in the estimated amount of $62,500 through a cooperative purchasing contract with Buy Board Cooperative, and authorizing the City Manager to execute any necessary documents.

H. Consider, and act upon, authorizing the City Manager to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G21P0032 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 16, 2021 through September 12, 2021 for a sum not to exceed $45,363.36.

I. Consider, and act upon, the approval of the purchase of waterline repair parts in the estimated annual amount of $150,000.00 from various vendors through membership in the Collin County Governmental Purchasing Forum, and authorizing the City Manager to execute any necessary documents.

WORK SESSION

WS1. Alcoholic Beverages on City owned Property and Special Events.

RECONVENE INTO REGULAR SESSION

REGULAR AGENDA

2. Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2021 and ending May 2022.

3. Consider, and act upon, the appointment of a 2021 Board and Commissions City Council Interview Panel to conduct the May 2021 board applicant interviews.

4. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Planned Development 2017-03 (PD-2017-03) to Commercial Corridor (CC), to allow for commercial development on 4.728 acres located at 3010 W. FM 544. (ZC2021-12).

5. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Neighborhood Services (NS) to Planned Development - Townhome (PD-TH), to allow for a townhome development on 10.911 acres, generally located at the southeast corner of Country Club Road and Park Boulevard (ZC2021-04).

6. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Single Family 10/24 (SF 10/24) to Commercial Corridor (CC), to allow for commercial development on 0.433 acres located at 605 Parker Road (ZC2021-08).

7. Consider, and act upon, Ordinance No. 2021-28 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section I (Water and Sewer Fees), Subsection C (Sewage Collection and Treatment Rates).

8. Consider, and act upon, authorizing the City Manager to sign a Development Agreement pending Annexation, between the City of Wylie, Norwood Brown and Jenn Quattrone-Brown (owner Tract 1), Samuel Sims and Ann Sims (owner Tract 2 and 2.1) and Skorberg Retail Corporation (Applicant - Beaver Creek Estates) for the development of a single family planned development generally located on Beaver Creek Road and Green Meadows Way.

WORK SESSION

WS2. Library Department Presentation.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Regency and Steel, State Hwy 78 and Birmingham, State Hwy 78 and 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: 2017-10a, 2020-11b, 2021-4a, 2021-4d, and 2021-5a.

ES3. Deliberation regarding the offer of a financial or other incentive to a business prospect generally located on W. Brown Street, east of Westgate Way.

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 May 7, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

_____ _____

Stephanie Storm, City Secretary *Date Notice Removed*

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

If during the course of the meeting covered by this notice, the 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.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: City Secretary

Subject

Consider, and act upon, Ordinance No. 2021-27 of the City Council of the City of Wylie, Texas, canvassing the election returns of the May 1, 2021 General Election; declaring the election results for City Council Place 2 and Place 4; and providing a savings/repealing clause, severability clause and an effective date.

Recommendation

A motion to approve Ordinance No. 2021-27 of the City Council of the City of Wylie, Texas, canvassing the returns of the May 1, 2021 General Election; declaring the election results for City Council Place 2 and Place 4; and providing a savings/repealing clause, severability clause and an effective date.

Discussion

The unofficial results of the City of Wylie May 1, 2021 General Election, have been presented for review to the Wylie City Council. Council is requested to review the results and take formal action to approve the totals within the proposed Ordinance.

ORDINANCE NO. 2021-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, CANVASSING THE ELECTION RETURNS OF THE MAY 1, 2021 GENERAL ELECTION; DECLARING THE ELECTION RESULTS FOR CITY COUNCIL PLACE 2 AND PLACE 4; AND PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") duly authorized and ordered a general election to be held within the City of Wylie, Texas ("City"), on May 1, 2021 ("Election"), for the purpose of electing two members of the City Council, Place 2 and Place 4, for a full term; and

WHEREAS, the Collin County Elections Administrator administered the Election for Collin County voters, and the City administered the Election for Rockwall County and Dallas County voters; and

WHEREAS, the Collin County Elections Administrator and the City Election Administrator have made the return of the Election results and delivered them to the City Council in the time and manner required by law; and

WHEREAS, Election returns lawfully submitted to the City Council and filed with the City Secretary are set forth in Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the Election was duly called; that notice of the Election was given in accordance with the law and City Charter; that the Election was held in accordance with the law and City Charter; that the Election returns were duly and legally made and delivered; and that there were cast at the Election valid and legal votes; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered is open to the public as required by law, and that the public notice of the time, place and purpose of the meeting was given as required by Chapter 551 of the Texas Government Code, as amended; and

WHEREAS, the City Council, having canvassed the combined early voting and Election Day accumulated totals, finds that the votes cast result in the following:

City Council, Place 2

Dave Strang received 1,493 or 100% of the votes cast.

City Council, Place 4

Scott Williams received 1,403 or 50.63% of the votes cast.
Raymond Perry received 299 or 10.79% of the votes cast.
Mary Harris received 1,069 or 38.58% of the votes cast.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Election Results. The Election returns as set forth herein are declared to be official. Accordingly, Dave Strang is hereby declared elected to City Council Place 2 and Scott Williams is hereby declared elected to City Council Place 4.

SECTION 3: Approval of Elections Results. The City Council hereby finds and determines, as a result of the canvass held on May 11, 2021, that a combined Election Day and early voting total of 2,787 votes were cast in the Election, with 1,737 early votes cast, as indicated by the poll list for the Election held on May 1, 2021. It is hereby declared that the City approves and accepts the results of the Election for City Council Place 2 and Place 4 as set forth in the returns attached hereto as Exhibit A, as determined by the majority vote of the qualified voters of the City.

SECTION 4: Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 5: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance and shall become effective immediately upon its passage.

DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 11th day of May 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

Exhibit A
Certified Election Returns

[22 pages attached hereto]

STATE OF TEXAS §

CANVASS OF THE CITY OF WYLIE GENERAL ELECTION

COUNTY OF COLLIN §

MAY 1, 2021

I, Bruce Sherbet, the undersigned Elections Administrator of Collin County, do hereby certify that I have made an actual check and comparison of all the ballots tabulated as voted with the Return Sheets, and the unused ballots as recorded on the Register of Official Ballots. I, therefore, make the following report of my findings from the May 1, 2021 City of Wylie General Election that was held in Collin County, Texas.

I hereby certify the results to be a full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESS, my hand on this the 7th day of May 2021.

Bruce Sherbet
Elections Administrator
Collin County

City of Wylie
Elections Administrator
Rockwall and Dallas County Voters

I, Stephanie Storm, the undersigned Elections Administrator of the City of Wylie for voters in Rockwall and Dallas County do hereby certify that I have made the actual check and comparison of all the ballots tabulated as voted with Return Sheets, and the unused ballots as recorded on the Register of Official Ballots for Wylie voters in Rockwall and Dallas County. I therefore make the following findings from the May 1, 2021 City of Wylie General Election that was held at the Collin College Wylie Campus, WSC Atrium 1, 391 Country Club Road, Wylie, Texas 75098 (Collin College Wylie Campus).

I, hereby, certify the results to be full, true and correct tabulation, audit and count of the votes cast in the said election.

WITNESSED by my hand, this 7th day of May 2021

Stephanie Storm
City of Wylie Elections Administrator
Wylie voters in Rockwall and Dallas County

CITY OF WYLIE GENERAL ELECTION

SUMMARY OF PRECINCT RETURNS

EARLY VOTING & ELECTION DAY COMBINED

May 1, 2021

UNOFFICIAL

Position	Candidate Name	Dallas/Rockwall	Collin	Total	Percentage
Place 2	Dave Strang	13	1,480	1,493	100.00%
Place 4	Scott Williams	8	1,395	1,403	50.63%
Place 4	Raymond Perry	1	298	299	10.79%
Place 4	Mary Harris	9	1,060	1,069	38.58%

COMBINED EARLY VOTING & ELECTION DAY BALLOTS CAST	2,787
PERCENTAGE OF REGISTERED VOTERS	8.57%
TOTAL NUMBER OF REGISTERED VOTERS	32,530

CITY OF WYLIE GENERAL ELECTION

SUMMARY OF PRECINCT RETURNS

EARLY VOTING ONLY

May 1, 2021

UNOFFICIAL

Position	Candidate Name	Dallas/Rockwall	Collin	Total
Place 2	Dave Strang	4	952	956
Place 4	Scott Williams	4	921	925
Place 4	Raymond Perry	0	164	164
Place 4	Mary Harris	1	640	641

EARLY VOTING BALLOTS CAST	1,737
PERCENTAGE OF REGISTERED VOTERS	5.34%
TOTAL NUMBER OF REGISTERED VOTERS	32,530

ults Report
General and Special Election
May 1, 2021

Final Results
Combined Accumulated Totals
Collin County

Statistics

	TOTAL	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Registered Voters - Total	641,789					
Ballots Cast - Total	94,503	30,610	61,136	2,706	50	1
Voter Turnout - Total	14.72%					

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Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	1,480	100.00%	528	943	9	0	0
Total Votes Cast	1,480	100.00%	528	943	9	0	0
Overvotes	0		0	0	0	0	0
Undervotes	1,289		508	770	10	1	0
Contest Totals	2,769		1,036	1,713	19	1	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	1,395	50.67%	474	916	5	0	0
Raymond Perry	298	10.82%	134	160	4	0	0
Mary Harris	1,060	38.50%	420	630	10	0	0
Total Votes Cast	2,753	100.00%	1,028	1,706	19	0	0
Overvotes	0		0	0	0	0	0
Undervotes	16		8	7	0	1	0
Contest Totals	2,769		1,036	1,713	19	1	0

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Results Report
General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

027

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	112	100.00%	39	73	0	0	0
Total Votes Cast	112	100.00%	39	73	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	103		33	70	0	0	0
Contest Totals	215		72	143	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	116	54.72%	33	83	0	0	0
Raymond Perry	16	7.55%	9	7	0	0	0
Mary Harris	80	37.74%	28	52	0	0	0
Total Votes Cast	212	100.00%	70	142	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	3		2	1	0	0	0
Contest Totals	215		72	143	0	0	0

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General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

056

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	120	100.00%	50	69	1	0	0
Total Votes Cast	120	100.00%	50	69	1	0	0
Overvotes	0		0	0	0	0	0
Undervotes	124		44	79	1	0	0
Contest Totals	244		94	148	2	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	124	51.03%	48	76	0	0	0
Raymond Perry	14	5.76%	7	6	1	0	0
Mary Harris	105	43.21%	39	65	1	0	0
Total Votes Cast	243	100.00%	94	147	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	1		0	1	0	0	0
Contest Totals	244		94	148	2	0	0

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General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

083

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	182	100.00%	77	104	1	0	0
Total Votes Cast	182	100.00%	77	104	1	0	0
Overvotes	0		0	0	0	0	0
Undervotes	162		66	91	5	0	0
Contest Totals	344		143	195	6	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	207	60.53%	80	124	3	0	0
Raymond Perry	36	10.53%	14	21	1	0	0
Mary Harris	99	28.95%	48	49	2	0	0
Total Votes Cast	342	100.00%	142	194	6	0	0
Overvotes	0		0	0	0	0	0
Undervotes	2		1	1	0	0	0
Contest Totals	344		143	195	6	0	0

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General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

133

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	91	100.00%	25	66	0	0	0
Total Votes Cast	91	100.00%	25	66	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	102		48	54	0	0	0
Contest Totals	193		73	120	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	89	46.11%	31	58	0	0	0
Raymond Perry	22	11.40%	6	16	0	0	0
Mary Harris	82	42.49%	36	46	0	0	0
Total Votes Cast	193	100.00%	73	120	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	193		73	120	0	0	0

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153

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	10	100.00%	3	5	2	0	0
Total Votes Cast	10	100.00%	3	5	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	8		3	5	0	0	0
Contest Totals	18		6	10	2	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	10	55.56%	3	7	0	0	0
Raymond Perry	2	11.11%	0	2	0	0	0
Mary Harris	6	33.33%	3	1	2	0	0
Total Votes Cast	18	100.00%	6	10	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	18		6	10	2	0	0

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159

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	96	100.00%	39	57	0	0	0
Total Votes Cast	96	100.00%	39	57	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	96		48	48	0	0	0
Contest Totals	192		87	105	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	76	40.21%	26	50	0	0	0
Raymond Perry	20	10.58%	16	4	0	0	0
Mary Harris	93	49.21%	43	50	0	0	0
Total Votes Cast	189	100.00%	85	104	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	3		2	1	0	0	0
Contest Totals	192		87	105	0	0	0

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174

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	213	100.00%	70	141	2	0	0
Total Votes Cast	213	100.00%	70	141	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	172		67	105	0	0	0
Contest Totals	385		137	246	2	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	194	50.52%	60	133	1	0	0
Raymond Perry	35	9.11%	17	18	0	0	0
Mary Harris	155	40.36%	59	95	1	0	0
Total Votes Cast	384	100.00%	136	246	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	1		1	0	0	0	0
Contest Totals	385		137	246	2	0	0

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175

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	111	100.00%	35	76	0	0	0
Total Votes Cast	111	100.00%	35	76	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	79		27	52	0	0	0
Contest Totals	190		62	128	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	117	61.58%	36	81	0	0	0
Raymond Perry	22	11.58%	11	11	0	0	0
Mary Harris	51	26.84%	15	36	0	0	0
Total Votes Cast	190	100.00%	62	128	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	190		62	128	0	0	0

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General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

195

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	6	100.00%	2	4	0	0	0
Total Votes Cast	6	100.00%	2	4	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	1		0	1	0	0	0
Contest Totals	7		2	5	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	6	85.71%	1	5	0	0	0
Raymond Perry	1	14.29%	1	0	0	0	0
Mary Harris	0	0.00%	0	0	0	0	0
Total Votes Cast	7	100.00%	2	5	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	7		2	5	0	0	0

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ılts Report
General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

196

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	87	100.00%	22	65	0	0	0
Total Votes Cast	87	100.00%	22	65	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	78		31	47	0	0	0
Contest Totals	165		53	112	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	83	50.30%	19	64	0	0	0
Raymond Perry	34	20.61%	16	18	0	0	0
Mary Harris	48	29.09%	18	30	0	0	0
Total Votes Cast	165	100.00%	53	112	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	165		53	112	0	0	0

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217

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	161	100.00%	47	114	0	0	0
Total Votes Cast	161	100.00%	47	114	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	80		27	52	0	1	0
Contest Totals	241		74	166	0	1	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	135	56.49%	33	102	0	0	0
Raymond Perry	14	5.86%	5	9	0	0	0
Mary Harris	90	37.66%	36	54	0	0	0
Total Votes Cast	239	100.00%	74	165	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	2		0	1	0	1	0
Contest Totals	241		74	166	0	1	0

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232

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	137	100.00%	52	85	0	0	0
Total Votes Cast	137	100.00%	52	85	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	139		60	77	2	0	0
Contest Totals	276		112	162	2	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	126	45.82%	52	74	0	0	0
Raymond Perry	33	12.00%	15	18	0	0	0
Mary Harris	116	42.18%	44	70	2	0	0
Total Votes Cast	275	100.00%	111	162	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	1		1	0	0	0	0
Contest Totals	276		112	162	2	0	0

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ılts Report
General and Special Election
May 1, 2021

Final Results
SOVC
Collin County

233

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	65	100.00%	24	41	0	0	0
Total Votes Cast	65	100.00%	24	41	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	64		22	40	2	0	0
Contest Totals	129		46	81	2	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	51	39.53%	23	28	0	0	0
Raymond Perry	25	19.38%	7	18	0	0	0
Mary Harris	53	41.09%	16	35	2	0	0
Total Votes Cast	129	100.00%	46	81	2	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	129		46	81	2	0	0

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237

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	89	100.00%	43	43	3	0	0
Total Votes Cast	89	100.00%	43	43	3	0	0
Overvotes	0		0	0	0	0	0
Undervotes	81		32	49	0	0	0
Contest Totals	170		75	92	3	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	61	36.53%	29	31	1	0	0
Raymond Perry	24	14.37%	10	12	2	0	0
Mary Harris	82	49.10%	35	47	0	0	0
Total Votes Cast	167	100.00%	74	90	3	0	0
Overvotes	0		0	0	0	0	0
Undervotes	3		1	2	0	0	0
Contest Totals	170		75	92	3	0	0

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LB 12

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	0		0	0	0	0	0
Total Votes Cast	0		0	0	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	0		0	0	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	0		0	0	0	0	0
Raymond Perry	0		0	0	0	0	0
Mary Harris	0		0	0	0	0	0
Total Votes Cast	0		0	0	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	0		0	0	0	0	0

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LB24

Councilmember, Place 2 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Dave Strang	0		0	0	0	0	0
Total Votes Cast	0		0	0	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	0		0	0	0	0	0

Councilmember, Place 4 Wylie
Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Ballot By Mail	Provisional Ballots	Limited Ballots
Scott Williams	0		0	0	0	0	0
Raymond Perry	0		0	0	0	0	0
Mary Harris	0		0	0	0	0	0
Total Votes Cast	0		0	0	0	0	0
Overvotes	0		0	0	0	0	0
Undervotes	0		0	0	0	0	0
Contest Totals	0		0	0	0	0	0

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CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: City Secretary

Subject

Nonprofits COVID-19 Assistance

Recommendation

Discussion

Mr. Lon Ricker submitted documents in advance for the May 11, 2021 Citizen Comments to allow the nonprofit agencies report to, and thank the City for their support through grant funding in 2020.


CELEBRATING
IN SYNC
EXOTICS
WILDLIFE RESCUE and EDUCATIONAL CENTER
20 YEARS!


Amazing Grace
FOOD PANTRY
FIGHT HUNGER TOGETHER


WYLIE CHAMBER OF COMMERCE
CBAC
Connecting Business and Community


5
loaves


fbw
FIRST BAPTIST
WYLIE
a church for the cities


WAG
WYLIE ACTING GROUP


SOCIETY of ST. VINCENT de PAUL U.S.A.
Society of
St. Vincent de Paul
NORTH TEXAS


fbw
FIRST BAPTIST
WYLIE

City of Wylie – Nonprofit Funding 2020

- Beginning in May 2020, area nonprofits addressed City Council via emails and Community Comments to share the need of support due to the COVID-19 pandemic ramifications on revenue
- Met with City Manager's Office in June
- City Council/Manager's Office reinstituted Ordinance No. 2005-52 and amended Ordinance No. 2014-11, to budget $301,000 for not-for-profit agencies affected by COVID-019
- Total of 7 nonprofit agencies submitted and presented applications at the July 28th and August 11th City Council Meetings.

The following grants were awarded (alphabetical order)

5 Loaves Food Pantry	$60,000
Amazing Grace Food Pantry	$31,000
First Baptist Wylie/Hope for the Cities	$100,000
In-Sync Exotics Wildlife Rescue & Educational Center	$35,000
St. Vincent de Paul	$30,000
Wylie Acting Group	$20,000
Wylie Chamber of Commerce	$25,000

expanded front of building for new offfice and storage space

building new structure to house new walk-in refrigerator/freezers





Walk-In freezer space





5 loaves

built new coffee production area for students from Achieve Academy life skills class





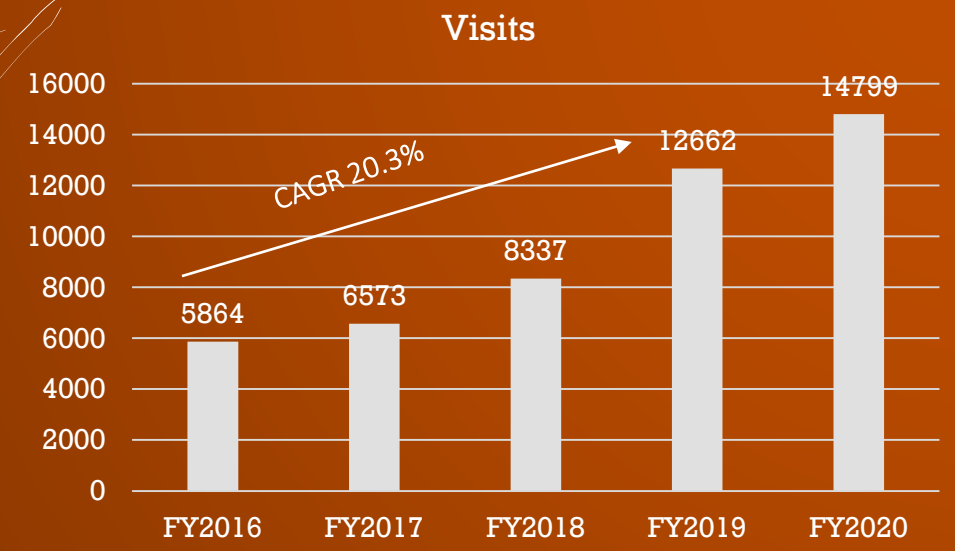


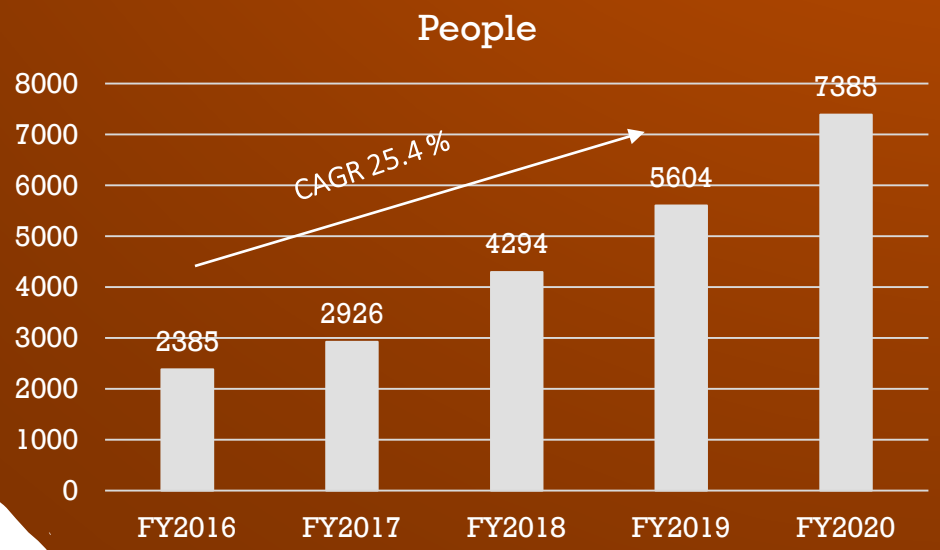
Learning life skills

Amazing Grace FOOD PANTRY
FIGHT HUNGER TOGETHER

About Us

- Founded in 2006
- Identified as 501(c)3 in 2007, became agency partner with NTFB
- Management restructure is 2014
- Compounded annual growth rate (CAGR) of 25.4%% (based on people)
- Assisted 28,290 people over 5.5 years
- Expanded in 2018 to new building, no debt
- Food receipt basically doubles from 740k lbs FY2019 to 1,369k lbs in FY2020, projected FY25 need of over 4m lbs of food
- Old house (pantry) removed and garage (annex) space rebuilt in 2020
- Operate as cash only, no debt
- Great Volunteer base, no paid positions, highly recognized by those coming from other pantries





Expect 76k people over next 5 years

What we did with the Wylie Grant $31K

Old Method Required Handoff Line



Concrete path connects buildings

New Method- Pallet Jack Access



Volunteer parking put in after house removed



Shed purchased for lawn tool storage



Old House Demolished

Future Needs:

- Client parking lot redone
- Driveway entrance as Parker Rd is expanded
- Parking lot lighting
- Backup power

Used the Grant Money for what we committed to

Community Impact Report, May 2021

Feeding Ministry

- We have used $42,157.88 to help provide almost 250,000 meals, regularly serving over 2,600 lunches per week and giving 300 family food boxes every weekend.
- It costs $36 to feed a child 20 lunches per month.
- We deliver to: Southfork, Redwood at the Lake, Wylie Propane, Glen Knoll, & W.A. Allen.
- We also provide meals to the Wylie Senior Center and Wylie ISD online students.

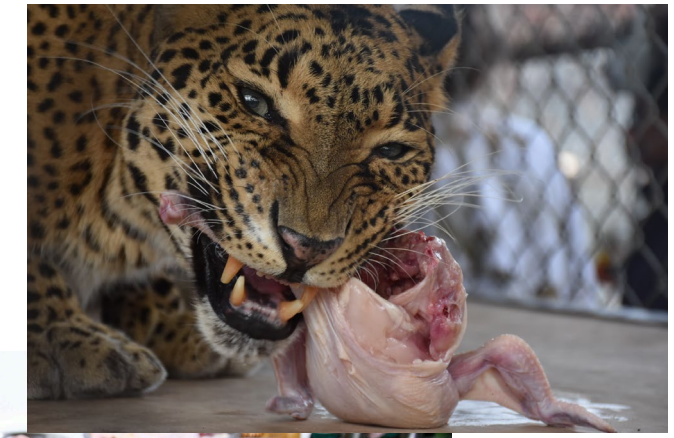
Community Impact Report, May 2021

Financial Assistance

- Eviction prevention: Since August we have been able to help 65 families make rent/mortgage payments, spending $39,681.09.
- Utility bill payments: We have been able to pay 83 different bills bringing relief to the amount of $14,156.55.
- We have been able to help with medical bills, as well as home and vehicle repairs to the amount of $4,043.87.
- Together we are better: thank you for your support!

City of Wylie's impact on In-Sync Exotics

- Due to the pandemic, our gates closed for three months
- Through this closure, the cats still required the same level of care
- Despite the loss of revenue from visitors and merchandise sales, our cats still racked up a large food bill each month!
- Due to the Not-For-Profit Assistance grant, we were able to continue to provide high-quality diets for our animals, despite this unforeseen closure, and keep adhering to our mission to providing the highest quality care for these animals





Thank you

Our impact on Wylie's citizens



Tours for school groups
(photo from before the pandemic)



Feeding tours that demonstrate and educate about proper care and nutrition



Educational booths at events

- We gave guided tours to 742 guests in 2020
- Three daycare tours after re-opening
- Normally, we give school tours as well when schools are doing field trips
- Educational summer camps for kids

Safari Camp 2020

Society of St. Vincent de Paul NORTH TEXAS

St Vincent de Paul Society
Mission Statement

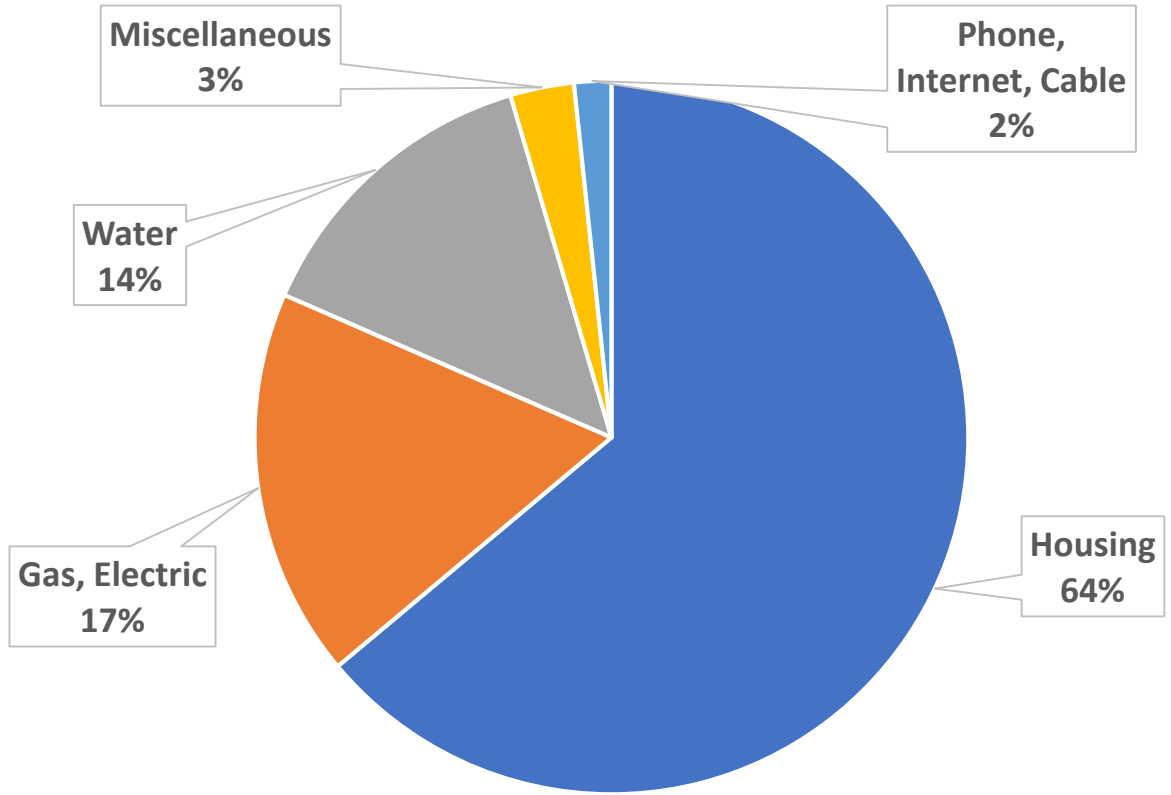
"A network of friends, inspired by Gospel values, growing in holiness and building a more just world through personal relationships with and service to people in need."

Services/Assistance Provided:

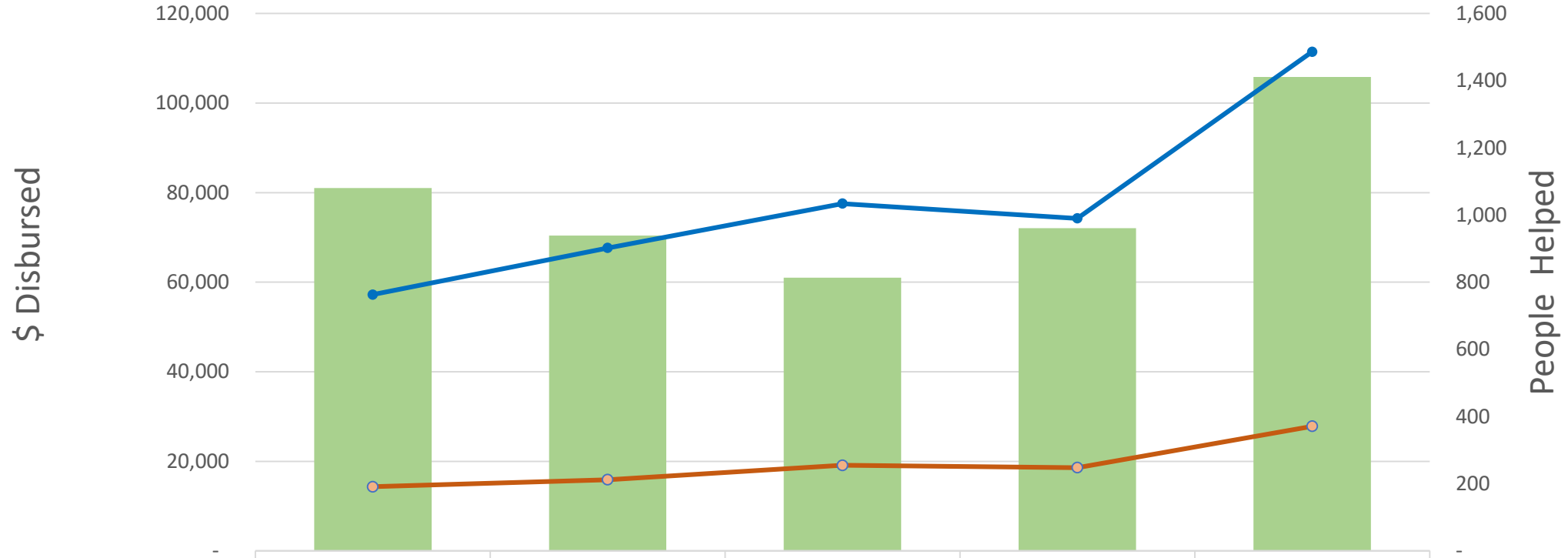
Home Visits
Utilities/Rent/Food
Moving/Temporary Housing/Storage
Home Repairs/Furniture/Clothing
Day Care/School Supplies
Medical/Prescriptions/Dental/Vision
Car Repairs/Transportation/Gas Cards
Mini Loans for Predatory Loans/Emergencies
Collaboration with other Nonprofits/Agencies
Prayer and Emotional Support

City of Wylie $30,000 Grant to St Vincent de Paul Society, Wylie

Assistance	Amount
Housing	$19,175
Gas, Electric	$5,288
Water	$4,166
Miscellaneous	$867
Phone, Internet, Cable	$504
Total	**$30,000**
Families Helped	73
People Helped	242



St Vincent de Paul Society
Annual Assistance



	2016	2017	2018	2019	2020
$ to Those in Need	81,023	70,423	60,991	72,091	105,825
No of Persons Helped	572	690	779	742	1,115
No of Families Visited	191	212	255	248	371

WAG Wylie Acting Group

www.WylieActingGroup.org

Executive Officers

- Josh Hargrove, President
- Nancy Whitney, Secretary
- Melanie Barton, Treasurer

Officers

- Amanda Sturgeon, Vice President
- Tiffany Harrod, Creative Director
- Melissa Harbison, Historian
- Jeff Delaney, Parliamentarian

General Members

- Melissa Irvin, Marketing Chair
- Ed Sustala, Fundraising Chair
- Kristina Murphy, Facilities Chair
- Michelle Smith
- Alan Smith
- Sandy Shaw

COVID Impact:

- WAG canceled our production of "Young Frankenstein"
- WAGs Board and Families develop a strategic plan to reopen
  - COVID Protocols
  - Social Distance Seating
  - Mask Protocols
  - Contact Tracing
- 50% (Covid Restriction) Capacity
  - Robin Hood
  - 7 Brides for 7 Brothers
  - It's a Wonderful Life
  - Elf the Musical

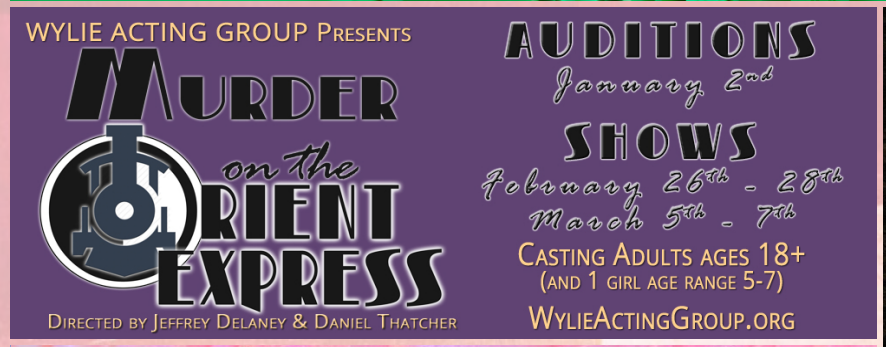
COVID Financial Impact:

- 11,500+ performing arts theaters close across the US.
- WAG 2019: Revenue of $117k
- WAG 2020: Revenue of $83k
  - City of Wylie $20k
  - Special thanks to the students who performed at the council meeting:
    - Maggie Smith
    - Lainee Irvin
    - Wesley Harrigan
    - Jadyn Sustala
    - Savanah Harrod

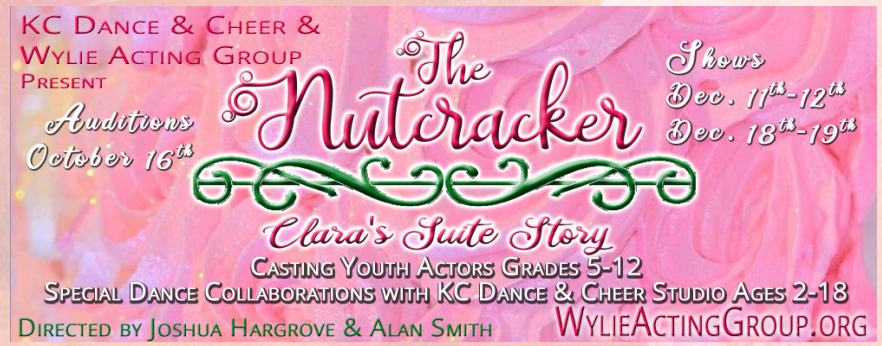
WAG 2021 SEASON

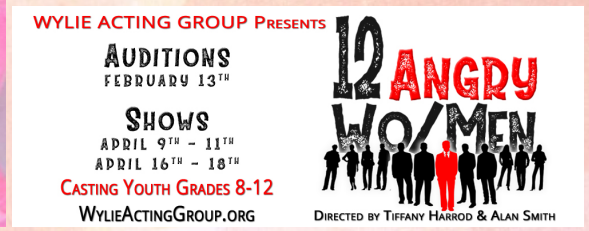


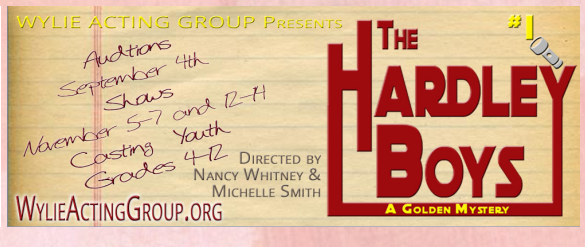












On behalf of our Chamber Board, Staff and (still!) over 400 Members of the Wylie Chamber of Commerce, we express our gratitude for the Care's Act Grant from the City of Wylie.

The $25,000.00 Grant allowed us to maintain staff levels and operations during a difficult time in the Pandemic.

The Grant also allowed us to create sustainable Memberships for our struggling Business Members through payment plans and trades for Gift Cards in lieu of actual dues.

The Gift cards created commerce for our Members that helped sustain them through the difficult times.

Thank You

WYLIE CHAMBER OF COMMERCE
CBAC
Connecting Business and Community

Thank you to the Mayor, City of Wylie, Wylie City Council, and the City Manager's Office for your support of nonprofits in the community.

During 2021 – 2022 Budget Discussions

Please consider reenacting **Ordinance No. 2005-52** and amended by **Ordinance No. 2014-11** to continue supporting the work of local nonprofits

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, approval of April 27, 2021 Regular City Council Meeting minutes.

Recommendation

A motion to approve the April 27, 2021 Regular City Council Meeting minutes.

Discussion

The minutes are attached for your consideration.

Wylie City Council

Minutes

Regular Meeting

April 27, 2021 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

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

Staff present included: City Manager Chris Holsted; Assistant City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Finance Director Melissa Beard; Planning Manager Jasen Haskins; Parks and Recreation Director Rob Diaz; Human Resources Director Lety Yanez; WEDC Executive Director Jason Greiner; Public Works Director Tim Porter; Project Engineer Jenneen Elkhalid; Building Official Bret McCullough; City Secretary Stephanie Storm, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Theresa Evetts led the invocation and Junior Mayor Blackburn led the Pledge of Allegiance.

PRESENTATIONS

PR1. Presentation for Jr. Mayor.
Mayor Porter introduced Junior Mayor Lillian Blackburn, administered the oath of office, and presented a proclamation for Mayor of the Day.

PR2. Proclamation declaring May 9-15, 2021 as National Police Week.
Mayor Porter presented a proclamation proclaiming May 9-15, 2021 as National Police Week in Wylie, Texas. Police Department staff was present to accept the proclamation.

PR3. Proclamation declaring May 2-8, 2021 as Small Business Week.
Mayor Porter presented a proclamation proclaiming May 2-8, 2021 as Small Business Week in Wylie, Texas. WEDC staff and board members, local business owners, members of the Wylie Chamber of Commerce, and Downtown Merchants Association were present to accept the proclamation.

PR4. Proclamation declaring May 2021 as Building Safety Month.
Mayor Porter presented a proclamation proclaiming the month of May as Building Safety Month in Wylie, Texas. Building Inspections Department staff were present to accept the proclamation.

PR5. Proclamation declaring May 16-22, 2021 as National Public Works Week.
Mayor Porter presented a proclamation proclaiming May 16-22, 2021 as National Public Works Week in Wylie, Texas. Public Works Department and Engineering Department staff were present to accept the proclamation.

PR6. Wylie Way Students.
Mayor Porter, Dr. David Vinson, WISD School Superintendent, and Kylie Reising, WISD School Board member, presented medallions to students demonstrating "Shining the Wylie Way." Each nine weeks one student from each WISD campus is chosen as the "Wylie Way Student."

CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizens present wishing to address the Council.

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 April 13, 2021 Regular City Council Meeting minutes.

B. Consider, and act upon, a Final Plat for Woodbridge Phase 22A, to establish 86 residential and two open space lots on 23.993 acres, property generally located on Hensley Lane and Springwell Parkway.

C. Consider, and act upon, a Final Plat for Woodbridge Phase 22B, to establish 62 residential and one open space lots on 14.149 acres, property generally located north of Hensley Lane approximately 1200' west of Springwell Parkway.

D. Consider, and act upon, a Final Plat for Woodbridge Phase 22C, to establish 67 residential and two open space lots on 18.056 acres, property generally located on Springwell Parkway approximately 800' north of Hensley Lane.

E. Consider, and act upon, a Preliminary Plat for Manors at Woodbridge, to establish 90 residential and six open space lots on 12.818 acres, property generally located on Woodbridge Parkway approximately 900' south of Hensley Lane.

F. Consider, and act upon, a Final Plat for Inspiration Phase 2B, being a replat of Inspiration 2B lots 12R2, 13XR2, and 20XR, to establish one residential and two open space lots on 1.226 acres, property generally located on Tenacity Drive at Legendary Reef Way in the City of Wylie's Extraterritorial Jurisdiction.

G. Consider, and act upon, a Final Plat for Inspiration Phase 6, being a replat of Inspiration 6 Lot 2XR, to establish one open space lot on 2.021 acres, property generally located on Huffines Boulevard at Miracle Mile in the City of Wylie's Extraterritorial Jurisdiction.

H. Consider, and act upon, the award of a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of $48,716.72 and authorizing the City Manager to execute any necessary documents.

I. Consider, and act upon, Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date.

J. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2021.

K. Consider, and act upon, the approval of the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of $62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents.

L. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2021.

M. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2021.

N. Consider, and act upon, Resolution No. 2021-09(R), to ratify the emergency purchase of materials and labor for the repairs of the stormwater drainage culvert pipe, and associated soil erosion and road repairs for 6100 Pleasant Valley Road from Moss Utilities, LLC, in the estimated amount of $67,000.00, and authorizing the City Manager to execute any necessary documents.

Staff requested Item H and Mayor Porter requested Items I and K be pulled from the Consent Agenda and be considered individually.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Consent Agenda Items A-G, J, and L-N as presented. A vote was taken and motion passed 7-0.

REGULAR AGENDA

H. Consider, and act upon, the award of a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of $48,716.72 and authorizing the City Manager to execute any necessary documents.

Staff Comments

Purchasing Manager Hayes addressed the Council stating staff requested this item be pulled from consent due to the dollar amount listed on the agenda has changed.

Council Action

A motion was made by Councilman Strang, seconded by Councilwoman Arrington, to approve the award of a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of $49,338.22 and authorizing the City Manager to execute any necessary documents. A vote was taken and motion passed 7-0.

I. Consider, and act upon, Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23

(Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date.

Council Comments
Mayor Porter clarified that the cost for a garage sale permit had been removed earlier in the year and this item removes the need to contact the City to obtain a garage sale permit.

Council Action
A motion was made by Councilman Duke, seconded by Councilwoman Arrington, to approve Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date. A vote was taken and motion passed 7-0.

K. Consider, and act upon, the approval of the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of $62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents.

Council Comments
Mayor Porter clarified that this item is for an electronic sign in Olde City Park and asked who will control the information and advertising on the sign. Parks and Recreation Director Diaz responded that the Parks and Recreation Department will work with Public Information Officer Kelly for the posting of information.

Council Action
A motion was made by Councilman Mize, seconded by Councilman Strang, to approve the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of $62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents. A vote was taken and motion passed 7-0.

Mayor Porter convened the Council into a Work Session at 7:04 p.m.

WORK SESSION

WS1. Lake Lavon Study – Joint work session with Parks and Recreation Board.
Parks and Recreation Director Diaz addressed the Council stating Elizabeth McIlrath and Adam Brewster, representing Dunaway, were in attendance to present the Lake Parks Master Plan: East Fork Park and Avalon Park. McIlrath gave a brief Lake Parks Master Plan presentation including: reviewing the planning process; Lake Lavon market analysis; concept imagery for RV camping; cabin rentals; glamping and retro RV camping; primitive camping; equestrian use; camping support amenities; day use; civic activities lawn; special events; trails; outdoor learning and nature activities; and boating, fishing, and lake access; East Fork Park program details, and proposed Concepts A and B; Avalon Park program details, and proposed Concepts A and B; and next steps.

Parks and Recreation board members present included Vice Chair Gloria Suarez and board member Brett Swendig. Vice Chair Suarez stated she was interested in learning more about the security and parking.

Regarding East Fork Park, McIlrath answered questions from Council regarding flooding concerns, fishing docks, equestrian loop camping, addition of pavilions, location of restrooms, dump station or full-service hookups, the need for 50-amp service at sites, request for 12-14-foot-wide RV slips, suggested more RV sites on the water, potential off-road ATV track, parking location for day use users, and requested beach access on Concept A. The consensus of Council was Concept A.

Regarding Avalon Park, McIlrath answered questions from Council regarding concerns with parking for events, length of nature trail for potential events, total acreage of the parks, lease details with Army Corp of Engineers, additional lighting, security and safety, suggestion of a potential pedestrian bridge to connect East Fork Park to Avalon Park, and adding a full-service restaurant. Councilwoman Arrington, Mayor Porter, Mayor *pro tem* Forrester, and Councilman Wallis preferred Concept B. Councilmen Strang, Mize, and Duke preferred Concept A.

McIlrath stated they will begin working on a preliminary master plan and gathering construction costs and costs to operate to bring back at a future Council meeting.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 8:08 p.m.

1. Hold a Public Hearing, consider, and act upon, a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard. (ZC2021-10)

Staff Comments

Planning Manager Haskins addressed Council stating the applicant withdrew a similar zoning request for Townhome District zoning in February 2021 due in part to public hearing comments requesting landscape screening for neighboring residential properties. The applicant worked with staff and the requirements of the Planned Development (PD) in this request allows for the landscaping screening to be tied to the requirements of the development for the subject property. The HOA CCR's shall require landscaping to be maintained and replaced as needed and an easement shall be provided to facilitate such.

Haskins reported after some discussion and a vote of 3-3 that failed to recommend approval, the Commission reconsidered the item and voted 5-1 to recommend approval with the condition that the number of units be reduced from 16 to 14. Haskins reported 23 notifications were mailed with four responses received in opposition and none in favor of the request.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 8:11 p.m. asking anyone present wishing to address Council to come forward.

Else Thurman, representing the applicant, addressed Council giving a recap of the changes made as a result of the Commission meeting.
Mayor Porter closed the public hearing at 8:13 p.m.

Council Comments

Councilwoman Arrington stated she attended the Commission meeting and the applicant was willing to make changes based on the feedback. She stated she has some concerns with the screening; however, is more in favor of the item after changes were made by the applicant. Councilwoman Arrington did ask about the location of the trash pickup. Haskins reported that it would be in the circular area in the front. Councilman Duke asked if the notifications sent out were recent or from the previous time this item came before Council. Haskins responded they were recent. Mayor *pro tem* Forrester stated he still had concerns with the proposed screening. Haskins responded that the language in the PD conditions has been completed the best it can on a staff level, and falls on the HOA to maintain as there is language included that the CCR's will require the screening to be maintained. Councilman Mize stated he appreciated the applicant's efforts to address the concerns, and asked for clarification on the concerns regarding privacy and proposed screening, and for the average price of each unit. Haskins reported the trees will be evergreens per the PD conditions. Thurman responded the average

price would start at $300,000. Councilman Wallis expressed concerns with the definition of evergreens and asked for a better idea of what type and size of tree will be used for the screening. Thurman responded they can work with staff on the specifics. Mayor Porter confirmed with Haskins the way the PD is written, it just has to be an evergreen. Haskins responded that is correct, it is left up to the applicant to work with their landscape architect to choose landscaping, and if Council desires more specific language, staff would need to work with the applicant to add additional language to the PD.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Duke, to deny with prejudice a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard (ZC2021-10). A vote was taken and motion failed 2-5 with Mayor Porter, Mayor *pro tem* Forrester, Councilwoman Arrington, and Councilmen Wallis and Mize voting against.

A motion was made by Mayor Porter, seconded by Councilman Duke, to deny a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard (ZC2021-10). A vote was taken and motion passed 4-3 with Councilwoman Arrington and Councilmen Wallis and Mize voting against.

2. Consider, and act upon, the award of a professional services project order (PSPO) #W2021-62-E for the 2021-2022 update of the Comprehensive Plan for the City of Wylie to Freese and Nichols, Inc., in the amount of $149,000.00 and authorizing the City Manager to execute any necessary documents.

Staff Comments

Purchasing Manager Hayes addressed Council stating this PSPO is issued under a Master Agreement for Professional and Engineering Services (MAPES). Staff has determined Freese and Nichols, Inc. to be the most qualified firm for this project in Category M General Consulting, Analysis and/or Engineering Studies, in accordance with Government Code 2254.

Council Comments

Mayor Porter asked how the feedback from Council, citizens, business owners, and the Planning and Zoning Commission will be obtained. Haskins responded that one of the requirements staff requested, and is part of the contract, is an extensive public engagement process including the formation of an advisory committee. Haskins stated there will also be at least two meetings with Council to present all of the information.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to award a Professional Services Project Order (PSPO) #W2021-62-E for the 2021-2022 update of the Comprehensive Plan for the City of Wylie to Freese and Nichols, Inc., in the amount of $149,000.00 and authorizing the City Manager to execute any necessary documents. A vote was taken and motion passed 7-0.

3. Consider, and act upon, Ordinance No. 2021-24 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Staff Comments

Finance Director Beard addressed Council stating the mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The items include: the General Fund salary and benefits savings from the first half of the fiscal year which totaled $337,240, and expenses related to the February 2021 Winter Storm which totaled $336,170 for General Fund, $6,020 for 4B Sales Tax Fund, and $38,667 for Utility Fund. Beard added these numbers are net of the

insurance proceeds the City received. The expenditure increase to the General Fund budget, as a result of these amendments, is an increase of $151,198 and the revenue increase is $43,862. This is an overall net increase of $107,336 to the General Fund budget.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Wallis, to approve Ordinance No. 2021-24 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this ordinance. A vote was taken and motion passed 7-0.

4. Consider, and act upon, the approval of a Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. and authorizing the City Manager to execute any necessary documents.

Staff Comments

Fire Chief Blythe addressed Council stating in November 2020 Inspiration approached the Fire Department and asked to renegotiate their 25-year contract for Fire and EMS emergency services with the City of Wylie. Inspiration Communities felt they were being overcharged and paying too much. After careful consideration by staff, it was determined that the contract could be modified to be more amicable and beneficial to both parties using an average home value method. Additionally, the service fee was lowered from 15 to 10 percent to match the other City service fees for outside services. The Fire Department is proposing to issue a new 25-year contract that is more in line with the original intent and spirit of the original agreement where Inspiration Communities pays the exact amount that a City of Wylie resident pays, based on the annual average home value in Inspiration, plus 10 percent.

Council Comments

Mayor Porter asked if the 10 percent administrative fee was comparable to other cities. Blythe replied the other entities we provide services to are charged 10 percent. Mayor Porter and Councilman Wallis expressed concerns with the infrastructure not being included in the cost breakdown for Inspiration residents as Wylie residents are paying for the infrastructure. Blythe responded that in the original agreement, the only capital included was a onetime purchase of the squad and the needed medical equipment for that vehicle; however, on a cost per call basis Inspiration pays more than other surrounding entities that have contracts with the City due to their home values. Blythe added, currently the Fire Department does not receive a lot of calls to the neighborhood, and stated that Inspiration does not own or have a say on the deployment of services. Assistant City Manager Parker added that the response to Inspiration is not taken into consideration for the City's ISO rating, and capital items are not typically included in the agreements with surrounding entities. Blythe added per mutual aid and dispatch agreements, other surrounding entities may respond to Inspiration if Wylie is unable to respond. Councilman Wallis expressed concerns with lowering the percentage before the neighborhood is built out, and asked if language could be added that stipulates the percentage will remain at 15 percent until build out and then will be lowered to 10 percent. Blythe stated he believes like the City is in the best position to respond to Inspiration, rather than other entities, especially with the elementary school located in the neighborhood which accommodates kids from all over Wylie. Mayor *pro tem* Forrester asked if surrounding entities have agreements with Inspiration similar to ours for response. Blythe replied no other entities have agreements with Inspiration, and the surrounding entities responding are handled through the mutual aid agreements with Wylie. Blythe added the City of Lucas has a similar agreement with Seis Lagos and the City of Wylie responds when needed. Mayor *pro tem* Forrester asked if the City does not want to contract with Inspiration, then who would. Blythe responded that a worst-case scenario would be that Inspiration contract with a smaller surrounding entity at a cheaper cost and rely on Wylie for mutual aid on a regular basis. Mayor *pro tem* Forrester confirmed the City could be required to respond to Inspiration for no revenue as mutual aid if the contract was not in place. Blythe confirmed that was correct. Councilwoman Arrington stated her thoughts are the same as Mayor *pro tem* Forrester, if Wylie is going to be the department to respond regardless why would Wylie not want to move forward with this contract, especially with the WISD campus located in the subdivision. Mayor Porter asked if Inspiration would be interested in assisting with costs

associated with renovations and replacement of equipment for Fire Station 2, the district that responds to them. Blythe replied based on previous conversations, they would not be interested as they felt the response times were adequate as response is not guaranteed.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilwoman Arrington, to approve a Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. and authorizing the City Manager to execute any necessary documents. A vote was taken and motion passed 7-0.

5. Consider, and act upon, Ordinance No. 2021-25 of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places); modifying regulations on the possession and consumption of alcoholic beverages in public places; providing a repealing clause, a severability clause, a penalty clause and an effective date.

Staff Comments

City Manager Holsted addressed Council stating the proposed ordinance brings the City's regulations into compliance with state law, and also gives Council the option for the sale, possession, and consumption of an alcoholic beverage, for special events approved by the City Council, or the City Manager or their designee, on the premises of a park, recreational area or other public open space or facility or structure owned, leased or operated by the City.

Citizen Comments

Dr. Kris Segrest, representing First Baptist Church Wylie, addressed Council stating he had concerns with the lack of adequate parking in downtown Wylie for events; therefore, utilizing FBC parking puts liability on the church if something was to happen in their parking lots. Segrest also added he had concerns with putting a policy in place, which could add additional stress and put our peace officers in harm's way. Segrest thanked the Council for their service.

Holsted clarified, based on the proposed ordinance, the events would be on a case by case basis and require approval by the City Council.

Council Comments

Councilman Mize stated he understood the concerns of Segrest and confirmed the events would be on a case by case basis but would allow the opportunity if passed as presented; however, stated he could see a significant need for parking downtown and asked if the City anticipated the parking needs for an event, could paying for the parking that is needed be an option. Segrest replied that is thoughtful but sometimes the church has events that are in conflict with City events. Holsted replied the City strives to be good neighbors with FBC and other businesses and their parking and tries not to overlap events. Mayor Porter replied he understands the concerns put forth, and added it would be on a case by case basis decided by Council to ensure the City is being a good neighbor. Wallis asked if the ordinance could be modified to specify the parks it would be allowed in. Holsted replied the way the ordinance is written it gives Council that option to be selective, but defining a park boundary or area could be possible. Councilwoman Arrington stated she would not vote to have alcohol at family friendly events. Segrest asked if it would be possible to add language to the proposed ordinance to omit the downtown historic district specifically until the parking need can be addressed. Mize stated he hears the concerns from the Councilmembers, but stated there may be future events that may be appropriate that would benefit small businesses downtown and provide potential economic benefits; therefore, he would not like to see an exclusion of the historic downtown area, and supports the ordinance as written. Mayor Porter proposed potentially tabling this item for further discussion as a work session. Mayor *pro tem* Forrester stated if an event is held and outside businesses are brought in, he would be concerned with potentially pulling business away from the small businesses downtown as some of those businesses currently sell alcohol, and added it would be prudent to look at this from a standpoint as items come before Council as the landscape of the City changes, the possibility to include events elsewhere in the City may be something to visit at that time. Duke stated he

liked excluding the downtown historic area from the proposed ordinance. Strang stated based on the discussion he had some concerns as well. Councilman Duke, Wallis, and Strang recommended tabling this item for further discussion. Wallis stated he believes there needs to be protection for the downtown area because it is family friendly, and there are multiple considerations to consider in downtown. Segrest reiterated the largest issue is parking, and stated the Church wants to be a good neighbor, but adding the element of alcohol creates greater liability and other potential issues.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilwoman Arrington, to table the approval of Ordinance No. 2021-25 of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places); modifying regulations on the possession and consumption of alcoholic beverages in public places; providing a repealing clause, a severability clause, a penalty clause and an effective date to the next Council meeting as a work session. A vote was taken and motion passed 6-1 with Councilman Mize voting against.

6. Consider, and act upon, Resolution No. 2021-10(R), approving a Chapter 380 Agreement between the City of Wylie and Hillside Grill, LLC, and authorizing the City Manager to execute the Chapter 380 Agreement.

Staff Comments

City Manager Holsted addressed Council stating at a previous meeting, Council authorized the City Manager and the EDC Director to draft an agreement for a project located at 2600 W. FM 544. The Company obligations include the purchase of the property, construction of the improvements not less than $1,100,000, receive a Certificate of Occupancy (CO) for the remodeled restaurant, and to remain open and continually operating one year from the CO date. The City obligations include a grant up to $200,000 upon completion of the Company obligations as outlined in the Chapter 380 Agreement.

Mayor Porter convened the Council into a break at 9:33 p.m.
Mayor Porter reconvened the Council into Regular Session at 9:41 p.m.

Applicant Comments

Rick Valley, representing Hillside Grill, LLC, addressed Council stating they are currently in negotiations on purchasing The Rock on FM 544. Valley showed renditions of the proposed restaurant and reviewed the menu.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Resolution No. 2021-10(R), approving a Chapter 380 Agreement between the City of Wylie and Hillside Grill, LLC, and authorizing the City Manager to execute the Chapter 380 Agreement. A vote was taken and motion passed 7-0.

7. Hold a Public Hearing, consider, and act upon, a change of zoning to amend PD 2018-05, to allow for additional multi-family residential development in lieu of commercial development on 15.72 acres, generally located on the Northwest Corner of Westgate Way and State Highway 78. (ZC2021-09)

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting to amend the Seventy8 & Westgate Planned Development (PD) Ordinance No. 2018-05 to allow for an additional multi-family building in lieu of the commercial development outlined in the PD. The amended PD conditions and zoning exhibit propose a 30-unit multi-family building with additional parking on approximately 3.5 acres previously reserved for nearly 19,000 square feet of commercial development. With the multi-family building, the proposed zoning exhibit amendments on the south side of the property include additional resident parking to

meet the concerns of the Planning and Zoning Commission (Commission). In addition, an initial proposal for townhomes in the place of the north side restaurant site was removed at the request of the Commission and would retain the original layout. Haskins stated the amendments are reflected in the PD Conditions by increasing the multi-family units per acre to 25 from the existing 24 and Phase II from 1.6 units per acre to 1.8 units per acre. Haskins reported 11 notifications were mailed with no responses received in opposition or in favor of the request. The Commission voted to recommend approval 6-0 with the conditions that the townhomes be removed from the zoning exhibit and additional residential parking be added.

Public Hearing

Mayor Porter opened the public hearing on Item 7 at 9:52 p.m. asking anyone present wishing to address Council to come forward.

Marvin Fuller addressed Council stating he felt the development complemented the area and adds to the nearby retail center. Fuller stated there were many challenges with the property and the developer constructed a nice product and encouraged Council to consider continuing the success of the product they have constructed.
Mayor Porter closed the public hearing at 9:55 p.m.

Applicant Comments

Brian and Steve Rumsey, representing Cross Architects, addressed Council stating they were available for any questions.

Council Comments

Councilwoman Arrington stated she was surprised and disappointed to see this item on the agenda as the developer is requesting to do what the Council was concerned about previously, in which the developer said they would not do. Councilwoman Arrington asked if there was a Chapter 380 Agreement executed previously for this development. Mayor Porter responded there was a Chapter 380 Agreement for $475,000. Rumsey replied there are four locations for commercial use in the proposed plan, and added they have marketed the back corner commercial sites for two years with no interest received. Rumsey stated there is a large demand in Wylie for apartments, and since that has been successful and there has not been a need for the commercial, they are back before Council. Mayor *pro tem* Forrester spoke on public art concerns and the lack of working with public art staff. Rumsey responded that he worked with staff; however, the requested dollar amount for the art was high; therefore, he requested to look at other options for the art source. Rumsey stated the art pieces were approved by staff. Mayor *pro tem* Forrester stated he was concerned with the request for additional high-density products when it was proposed as commercial, and asked what effect this would have on the schools. Rumsey responded that currently the apartment complex has four WISD students. Councilman Wallis stated this was an initial concern of Council and the developer gave their word they would not make this request. Rumsey replied there is a great need for apartments and they are trying to provide a need for Wylie as the demand for commercial has not come to fruition. Councilman Strang asked the price range for the proposed units and how close the units would be to the railroad tracks. Rumsey replied the cost would be about $1.57 a square foot and the units would be about 150 feet from the railroad. Councilman Strang expressed concerns with the railroad being close to the units, the potential impact of the utilities, and felt in time as Wylie continues to grow the commercial demand will come and it's best to stick with the original plan. Mayor Porter stated he was not serving on Council at the time this development was approved, but spoke in opposition at the meetings regarding this property being changed from commercial to apartments, and was concerned that the developer would not develop the commercial in phase two. Mayor Porter stated his opinion is, an agreement was made between the applicant and Council for the commercial sites. Rumsey stated he understands the concerns, and that they are coming before Council with this request because they have had no interest in two years on the commercial sites and there is a need for housing.

Council Action

A motion was made by Councilman Wallis, seconded by Councilman Strang, to deny with prejudice a change of zoning to amend PD 2018-05, to allow for additional multi-family residential development in lieu of commercial development on 15.72 acres, generally located on the Northwest Corner of Westgate Way and

State Highway 78 (ZC2021-09). A vote was taken and motion passed 5-2 with Mayor *pro tem* Forrester and Councilman Mize voting against.

Mayor Porter convened the Council into a Work Session at 10:17 p.m.

WORK SESSION

WS2. Human Resources Department Presentation.
Human Resources Director Yanez addressed Council giving a presentation addressing: department responsibilities, employment data, accidents and injuries data, training overview, COVID-19 statistics, employee engagement during COVID-19, accomplishments for FY2021, and pictures of staff throughout the year.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 10:33 p.m.

Mayor Porter convened the Council into Executive Session at 10:33 p.m.

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

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

ES2. Properties adjacent to McMillen Rd. between McCreary Rd. and Country Club Rd.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.
This chapter does not require a governmental body to conduct an open meeting:
(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-1f, 2021-2b, and 2021-4a.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 11:12 p.m.

READING OF ORDINANCES

City Secretary Storm read the caption to Ordinance No. 2021-23 and 2021-24 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Duke, to adjourn the meeting at 11:13 p.m. A vote was taken and motion passed 7-0.

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Matthew Porter, Mayor

ATTEST:

_____

Stephanie Storm, City Secretary

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: City Manager

Subject

Consider, and act upon, Resolution No. 2021-11(R), finding that Oncor Electric Delivery Company LLC'S application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

Recommendation

Motion to approve Resolution No. 2021-11(R), finding that Oncor Electric Delivery Company LLC'S application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

Discussion

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately $97,826,277.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:
The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 51996.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO. 2021-11(R)

A RESOLUTION OF THE CITY OF WYLIE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Wylie, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase distribution rates by $97,826,277 annually (an approximately $1.35 increase to the average residential customer's bill); and

WHEREAS, the City of Wylie will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny Oncor's DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 50734.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Wylie hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Tab Urbantke, Attorney for Oncor, at Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 11th day of May 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, a Final Plat for Railroad Addition Lots 3A and 3B, being a replat of Railroad Addition Lot 3, Block 22, to establish two residential lots on .20 acres, property located at 108 South Fourth Street.

Recommendation

Motion to approve a Final Plat for Railroad Addition Lots 3A and 3B, being a replat of Railroad Addition Lot 3, Block 22, to establish two residential lots on .20 acres, property located at 108 South Fourth Street.

Discussion

OWNER: Mytri Properties, LLC **APPLICANT: Xavier Chapa Engineering/Surveying**

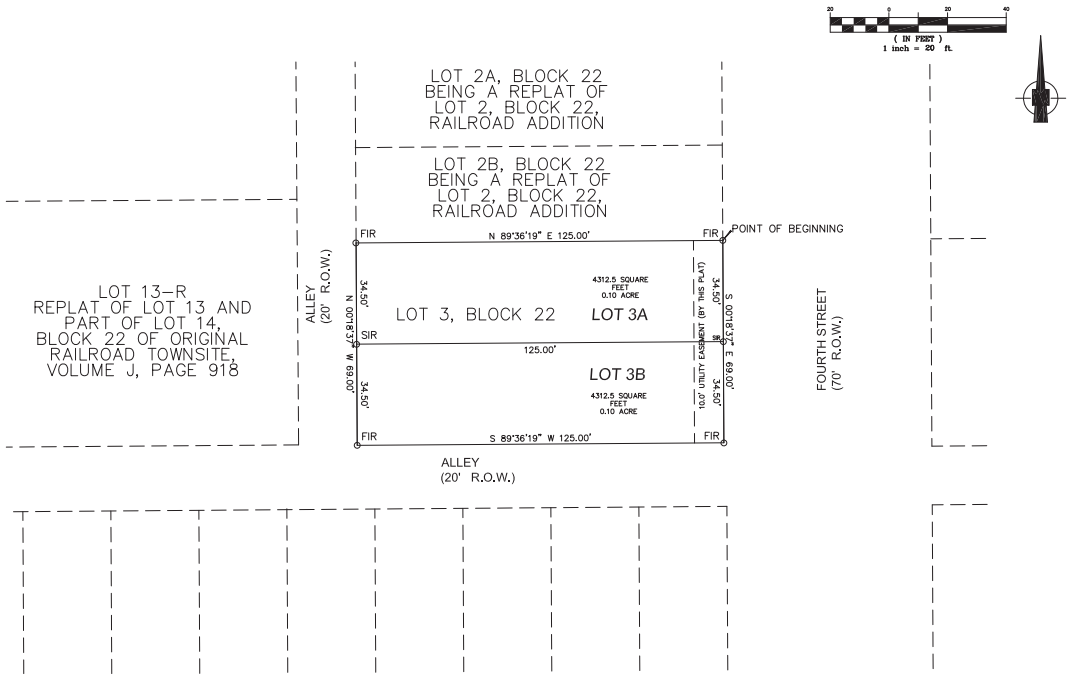
The applicant is proposing to subdivide Lot 3, Block 22 of Railroad Addition into two lots. The property is located at 108 S. Fourth Street and is zoned within a Multi-Family district.

The purpose of the re-plat is to create two lots and allow for two townhome units. Townhomes are an allowed use on the property, which is zoned multi-family district. The proposed lots meet the requirements of the zoning ordinance for townhome development.

Approval is subject to additions and alterations as required by the City Engineering Department.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.



STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, MYTRI PROPERTIES, LLC, is the owner of a 0.19 acre tract of land in the FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688, in the City of Wylie, Collin County, Texas, being Lot 3, Block 22, Railroad Addition, according to the plat recorded in Volume 1, Page 111, of the Map Records of Collin County, Texas, as conveyed by Instrument No. 20200819001365950, of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of Lot 2B of FINAL PLAT OF LOT 2A AND LOT 2B, BLOCK 22, BEING A REPLAT OF LOT 2, BLOCK 22 OF THE RAILROAD ADDITION, recorded in County Clerk File No. 2004-0151873, Official Public Records, Collin County, Texas, same being on the west right of way line of South 4th Street, (70 foot right of way);

THENCE South 00°18' 37" East, along the west right of way line of South 4th Street, 69.00 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 3, at the intersection of the north right of way line of an alley and the west right of way line of said South 4th Street;

THENCE South 89° 36' 19" West, along the north right of way line of said alley, 125.00 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 3, at the intersection of the north right of way line of said alley and the east right of way line of a 20.0 foot alley;

THENCE North 00° 18' 36" West, along the said alley right of way, 65.00 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 2B;

THENCE North 89° 36' 19" East, along the south line of said Lot 2B, 125.00 feet to the point of beginning, and containing 8,625.0 square feet, or 0.20 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT MYTRI PROPETIES, LLC, does hereby adopt this Plat designating therein above described proprty as RAILROAD ADDITION, LOT 3A AND LOT 3B, BLOCK 22, an addition to the City of Wylie, Collin County, Texas, and do hereby dedicate in fee simple, to the public use forever easements and right-of-ways shown hereon. The easements shown hereon are hereby reserved for the purposes as indicated. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements and right-of-ways as shown. Said utility easements being hereby reserved for the mutual use and shall have the full right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which my in any way endanger or interfere with the construction, maintenance or efficiency of its respective sytems on the utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said utility easement for the construction, reconstruction, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

WITNESS MY HAND this_____day of_____, 2021.

BY:

_____
MYTRI PROPERTIES, LLC

_____
Printed Name and Title

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, personally appeared the persons whose names are subscribed to the foregoing instrument and they acknowledged same for the purposes and considerations therein expressed and in the capacity indicated hereon.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2021.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

LEGEND:
DRCCT – DEED RECORDS, COLLIN COUNTY, TEXAS
IRF – IRON ROD FOUND
IRS – IRON ROD SET
R.O.W. – RIGHT-OF-WAY

NOTES:
1. No more than one single family detached dwelling shall be located on each tract of land.

2. None of this property is within the Special Flood Hazard Area According to the Flood Insurance Rate Map, Map Number 48085C0415J dated June 2, 2009

All lot corners are marked with 1/2 inch iron rods found and set with cap stamped "RPLS 4568".

CITY OF WYLIE BENCH MARKS:
CM1–
STATE PLANE COORDINATE LOCATION
NORTHING: 7060922.94
EASTING: 2576974.07
ELEVATION: 530.55

CM3–
STATE PLANE COORDINATE LOCATION
NORTHING: 7053976.54
EASTING: 2559122.00
ELEVATION: 510.77

"Recommended for Approval"

_____ _____
Chairman, Planning and Zoning Commission Date
City of Wylie, Texas

"Approved for Construction"

_____ _____
Mayor, City of Wylie, Texas Date

"ACCEPTED"

_____ _____
Mayor, City of Wylie, Texas Date

The undersigned, The City Secretary of the City of Wylie, Texas, hereby certifes that the foregoing final plat of RAILROAD ADDITION, LOT 3A AND LOT 3B, BLOCK 22, was submitted to the City Council on the _____day of_____, 2021, and the Council, by formal action, then and there accepted the dedication of street, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptanc thereof by signing his name as herein above subscribed.

Witness my hand this _____day of _____, A.D.,2021

_____
City Secretary
City of Wylie, Texas

SURVEYOR'S CERTIFICATE:

I, Xavier Chapa, Registered Professional Land Surveyor, State of Texas, hereby certify that the description and plat hereon are taken from actual measutrements upon the ground and are true and correct to the best of my knowledge and belief, the_____day of _____, 2021.

_____
Xavier Chapa
RPLS No. 2568

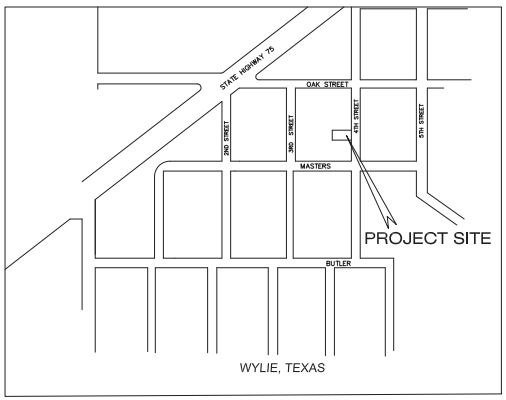
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Xavier Chapa, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this_____day of_____, 2021.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:



VICINITY MAP N.T.S.

SURVEY SOLUTIONS OF TEXAS
FIRM NO. 10194375
Xavier Chapa Engineering/Surveying
A MARANOT SUBSIDIARY
1425 W. PIONEER, SUITE 107
IRVING, TEXAS 75061
FIRM REGISTRATION NUMBER F-9156
TELEPHONE 214-869-9539

OWNER:
MYTRI PROPERTIES, LLC
345 PRAIRIE RIDGE LANE
LEWISVILLE, TEXAS 75056-4542
FEBRUARY, 2021

FINAL PLAT
RAILROAD ADDITION
LOT 3A AND LOT 3B
BLOCK 22
0.20 ACRES
BEING A REPLAT OF LOT 3, BLOCK 22,
RAILROAD ADDITION
FRANCISCO DE LA PINA SURVEY, ABSTRACT 688
CITY OF WYLIE, COLLIN COUNTY TEXAS.

C:\Users\Xavier\Dropbox\2021 projects\108 s. 4th, wylie plat\dwg\C1 PLAT.dwg 3/31/2021 10:12:07 PM CDT

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Vijay Thangughal regarding the use of building materials for a commercial development on 0.433 acres located at 605 Parker Road.

Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Vijay Thangughal regarding the use of building materials for a commercial development on 0.433 acres located at 605 Parker Road.

Discussion

The applicant has requested to enter into a Development Agreement with the City of Wylie regarding the use of building materials for a commercial development located at 605 Parker Road.

In order to maintain the standards of the existing development, and as a part of the overall Development Agreement, the applicant is proposing to add a separate building materials agreement in accordance with Texas State Law Sec 3000.002(d).

The proposed Development Agreement, signed by the applicant, states that the developer will voluntarily abide by the building materials standards of the City of Wylie Zoning Ordinance.

A separate zoning request for this proposed development is on this agenda for consideration. Approval of this authorization is not an approval of any requested zoning change.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Wylie
Attention: City Manager
300 Country Club Road
Wylie, Texas 75098

DEVELOPMENT AGREEMENT AMONG VIJAY THANGUGHAL AND THE CITY OF WYLIE, TEXAS

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and Vijay Thangughal, a Texas resident ("Developer"). Wylie and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of 0.433 acres on subdivision, generally located at 605 Parker Road, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Gregorian Homes"); and

WHEREAS, Developer desires to revert the zoning designation of Gregorian Homes and have asked Wylie to rezone the Property to commercial zoning; and

WHEREAS, Developer and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

WHEREAS, Developer desires to voluntarily consent to complying with Wylie's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Wylie hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Local Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Local Government Code with the full understanding and intent that Wylie will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date of this Agreement; and

WHEREAS, the Wylie City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Wylie and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that he is the sole owner of Gregorian Homes as of the Effective Date of this Agreement.

3. Building Materials Standards.

   (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

   (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.

   (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Local Government Code. Developer voluntarily consents and agrees to such designation. Developer

voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

(a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developer, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:

(i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;

(ii) to terminate this Agreement by providing written notice of termination to Developer;

(iii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;

(iv) to refuse to issue building permits for any building on the Property;

(v) to refuse to issue a Certificate of Occupancy for any building on the Property;

(vi) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or

(vii) to seek specific enforcement of this Agreement.

(b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property, and shall be binding on the Developer and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.

7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Wylie under any ordinance, whether now existing or in the future arising.

8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:
City of Wylie
Attention: City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6000
Facsimile: (972) 516-6026
Email: chris.holsted@wylietexas.gov

with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: [redacted]

If to Developer, addressed to Developer at:
Gregorian Homes
Attention: Vijay Thangughal
605 Parker Road
Wylie, Texas 75098
Telephone: (720) 835-7227

9. Indemnity.

(a) **EACH DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.**

(b) **IN ITS SOLE DISCRETION, WYLIE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING EACH DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WYLIE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WYLIE IN WRITING. WYLIE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WYLIE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WYLIE IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO INDEMNIFY WYLIE PURSUANT TO THIS AGREEMENT. EACH DEVELOPER SHALL RETAIN WYLIE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WYLIE'S WRITTEN NOTICE THAT WYLIE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WYLIE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY WYLIE.**

(c) **THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10. Acknowledgement of Wylie's Compliance with Federal and State Constitutions, Statues and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) **DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

(i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

(A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
(B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
(C) **VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED**
(D) **NUISANCE; OR**
(E) **CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**

(b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

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

16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement, except as expressly set forth herein.

22. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and

(iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.

23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.

24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.

28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF WYLIE, TEXAS,
a home-rule municipality

By: _____
Chris Holsted, City Manager
Date: _____

Attested to by:

_____
Stephanie Storm, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

_____
Notary Public, State of Texas
My Commission Expires:_____

Vijay Thangughal,
a Texas resident

By: _____
Vijay Thangughal
Date: 5/4/2021

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Vijay Thangughal, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 4th day of May, 2020.

JONATHAN D MARTINEZ
Notary Public, State of Texas
Notary ID 12651635-9
My Commission Exp. 05-12-2024

_____
Notary Public, State of Texas
My Commission Expires: May 12, 2024

Exhibit A-1
Legal Description of Gregorian Homes

BEING part of Lot 1, Block A of Gregorian Homes, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page 312 of the Plat Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found on the South line of F.M. Highway No. 2514, and at the Northeast corner of said Lot 1;

THENCE South 00 degrees 39 minutes 32 seconds East (Bearing Basis), 200.00 feet to a point for corner;

THENCE North 89 degrees 29 minutes 19 seconds West, 94.65 feet to a point for corner on the West line of said Lot 1;

THENCE North 00 degrees 30 minutes 29 seconds West, 200.00 feet to a 1/2 inch steel rod found on the South line of said F.M. Highway No. 2514, and at the Northwest corner of said Lot 1;

THENCE South 89 degrees 28 minutes 57 seconds East, 94.12 feet along the South line of said F.M. Highway No. 2514 to the POINT OF BEGINNING, containing 0.433 acres of land.

Exhibit B
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings set forth or referenced in the following:

1. Ordinance No. 2019-23, Zoning Ordinance Section 4.3 (Non-Residential Design Standards), as it exists or may be amended by Wylie in its sole discretion

2. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

3. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

4. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

5. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

6. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

7. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

8. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

9. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion

10. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Purchasing **Account Code:** 100-5411-54990

Prepared By: Glenna Hayes

Subject

Consider, and act upon, the approval of Wylie Agreement #W2021-78-I for Road & Bridge Repair Expenditures through an Interlocal Cooperation Agreement between the City of Wylie, Texas and Collin County, Texas in the estimated amount of $186,000.00, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve Wylie Agreement #W2021-78-I for Road & Bridge Repair Expenditures through an Interlocal Cooperation Agreement between the City of Wylie, Texas and Collin County, Texas in the estimated amount of $186,000.00, and authorizing the City Manager to execute any necessary documents.

Discussion

The City of Wylie signed an interlocal cooperation agreement with Collin County (Court Order #97-576-08-25) dated April 26, 2018 for repairs to county road and bridges that are within the City's limits. The terms of the agreement commit the City to reimburse the County for 30% of the total project cost ($620,000.00), with payment due upon completion of work. Collin County will be responsible for the remaining 70%. Improvements are scheduled for Stone Road from W.A. Allen Drive east to Bennett Road.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:** 121-5622-58150

Prepared By: Melissa Beard

Subject

Consider, and act upon, Ordinance No. 2021-27 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve Ordinance No. 2021-27 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this ordinance.

Discussion

A budget amendment was approved with the mid-year amendment on April 27th to add $60,000 to Parks A&I Central Zone to fund a new playground at Twin Lakes Park. Prior to the mid-year approval by the City Council the vendor quoted the playground at $59,508. Parks staff was subsequently notified by the playground vendor WEBUILIDFUN, that the price for this playground had exceeded the previous quote by $2,910.95 for a total of $62,418.95, due to material price increases. Staff is requesting an additional $2,500 to complete the cost of the new playground.

The balance in the Parks A&I Central Zone will be $252,845 if the amendment is approved.

ORDINANCE NO. 2021-27

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2020-44, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2020-2021; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Ordinance No. 2020-44 setting forth the Budget for Fiscal Year 2020-2021 beginning October 1, 2020, and ending September 30, 2021; 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 2020-2021 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 2020-2021 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2021-27, are, completely adopted and approved as amendments to the said FY 2020-2021 Budget.

SECTION II: All portions of the existing FY 2020-2021 Budget and Ordinance No. 2020-44, 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 on this 11th day of May 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

Budget Amendment

Exhibit A

Twin Lakes Playground - Parks A&I Central Zone

Fund	Department	Account Number	Account Description	Debit	Credit
121	5622	58150	Land Betterments	2,500.00	
				2,500.00	-

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Purchasing **Account Code:** 121-5622-58150

Prepared By: Glenna Hayes

Subject

Consider, and act upon, the approval of the purchase of playground equipment for Twin Lakes Park from WeBuildFun Inc. in the estimated amount of $62,500 through a cooperative purchasing contract with Buy Board Cooperative, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve the purchase of playground equipment for Twin Lakes Park from WeBuildFun Inc. in the estimated amount of $62,500 through a cooperative purchasing contract with Buy Board Cooperative, and authorizing the City Manager to execute any necessary documents.

Discussion

The Parks and Recreation Department is requesting the approval of the purchase of a new playground for Twin Lakes Park. The park does not have an existing playground, and staff has worked with WeBuildFun Inc. to finalize the design and selection of the equipment.

Staff recommends the approval of the purchase of a new playground from WeBuildFun Inc. in the estimated amount of $62,500 as providing the best overall value to the City through the use of an interlocal cooperative purchasing contract with Buy Board. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Buy Board # 529-19 / City of Wylie #W2020-39-I.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Police **Account Code:**

Prepared By: Anthony Henderson

Subject

Consider, and act upon, authorizing the City Manager to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G21P0032 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 16, 2021 through September 12, 2021 for a sum not to exceed $45,363.36.

Recommendation

Motion to approve, authorizing the City Manager to enter into a Cooperative agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G21P0032 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 16, 2021 through September 12, 2021 for a sum not to exceed $45,363.36

Discussion

The U.S. Army Corps of Engineers has awarded the City of Wylie a $45,363.36 contract for extended law enforcement services. The contract requires Officers to concentrate their patrols in the parks and properties deemed in the City of Wylie, Texas jurisdiction and to provide protection and enforce laws and ordinances. The hourly rate of $70.44 charged by the City of Wylie covers all officer overtime wages.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 51
W45XMA10607710-0002	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
W9126G21P0032	19-Mar-2021		W9126G21Q0014	01-Feb-2021

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	MATTHEW S DICKSON	817 886 1110	12:00 PM 01 Mar 2021

9. ISSUED BY CODE W9126G

US ARMY CORPS OF ENGINEERS FORT WORTH
819 TAYLOR ST, CT OFC RM 2A17
FORT WORTH TX 76102-0300

TEL:
FAX: (817) 886-6403

10. THIS ACQUISITION IS

[X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] HUBZONE SMALL BUSINESS
[ ] EDWOSB
NAICS: 922120
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] 8(A)
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 Days

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 967430

LAVON LAKE PROJECT OFFICE
MICHAEL KINARD
3375 SKYVIEW DRIVE
WYLIE TX 75098-5775

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/ OFFEROR CODE 311B5 FACILITY CODE

WYLIE, CITY OF
MIKE ATKISON
300 COUNTRY CLUB RD BLDG 100 1ST FL
WYLIE TX 75098-3000

TELEPHONE NO. 972-442-8164

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE 964145

USACE FINANCE CENTER MILLINGTON
ATTN: CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$45,363.36

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Chris Hokstad

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Paige Stone

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
Chris Hokstad City Manager	3/23/21	PAIGE E STONE / CONTRACTING OFFICER TEL: 817-886-1124 EMAIL: paige.e.stone@usace.army.mil	22-Mar-2021

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/201
Prescribed by GSA – FAR (48 CFR) 53

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 51
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

KO STATEMENT
Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		644	Hours	$70.44	$45,363.36

FY21 Wylie/Lavon Increased Law Enforceme
FFP
FY21 Contract for Increased Law Enforcement (CILE) for Lavon Lake lying within the City of Wylie's jurisdiction for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement.

Period of Performance is 21 MAY 2021 through 11 SEP 2021

FOB: Destination
PURCHASE REQUEST NUMBER: W45XMA10607710-0002
PSC CD: R499

NET AMT	$45,363.36
ACRN AA	$45,363.36

CIN: W45XMA106077100001

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 25402DD12B009580 NA 96412
AMOUNT: $45,363.36

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA106077100001	$45,363.36

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 21-MAY-2021 TO 11-SEP-2021	N/A	LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775 972-442-3141 FOB: Destination	967430

CONTRACTORS QUOTE

TO: U.S. Army Corps of Engineers **DATE: March 4, 2021**

SUBJECT: Contract for Increased Law Enforcement Services 2021
Contract Number: W9126G21Q0014

Labor:

Patrol Officers: 644 hrs. x $55.00 hr. (Average O/T rate for Officers working this contract)	$35,420.00
FICA/Medicare: 0.0765 x $35,420.00	$ 2,709.63
TMRS: 0.1550 x $35,420.00	$ 5,490.10
Worker's Comp: .0435 x $35,420.00	$ 1,540.77
Long Term Disability: .0057 x $35,420.00	$ 201.89
	Total: $ 9,942.39
Total Contract:	**$45,362.39**
Labor: $45,362.39 / 644 hrs.	$ 70.44 per hour

Anthony Henderson

Chief of Police
Wylie Police Department

PWS

PERFORMANCE WORK STATEMENT (PWS)

Wylie PD Law Enforcement Services, Wylie Texas
Lavon Lake
2021

1. GENERAL**:** This is a non-personal services contract to provide increased law enforcement services at Lavon Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Wylie Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within the City of Wylie's jurisdiction for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of East Fork, Avalon, Lavonia, Mallard, Little Ridge, Pebble Beach Parks, Stilling Basin, Dam, and Lavon Headquarters. The contractor shall accomplish enforcement of state and local laws, warnings for Title 36 violations, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. When requested by the Corps of Engineers representative, the Police Department agrees to dispatch an officer or officers, within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 21 May 2021 through 11 September 2021, for a total of 616 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 21 May 2021 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (See Appendices A and B).

1.4 General Information:

1.4.1 Quality Control: (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary (DEAS) in accordance with the attached format (Appendix C) or format accepted by the Quality Assurance Point of Contact (QA POC). In addition, the Contractor will prepare a Daily Patrol Log to include but not limited to; start time of shift, end time of shift, time in/time out of location or action area, location, and description of activities and actions in format currently used by the agency. The DEAS, Patrol logs, and associated Call Reports will be completed daily and submitted at the close of each month to the Corps of Engineers QA POC listed in paragraph 1.4.11 of this plan. Any arrest or serious incident report should be forwarded to the Lavon Lake Office upon completion of the initial report. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A and B).

1.4.4 Hours of Operation: (Not applicable)

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps-administered lands in Wylie Police Department's jurisdiction as specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable. (E.g. officers responding to a call on government property after the scheduled patrol hours, or officers working a call on government property and which requires them to stay past the scheduled patrol time, etc).

1.4.6 Type of Contract: The Government will award a firm fixed price contract.

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start

date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: http://jko.jten.mil/courses/atl1/launch.html; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

1.4.7.2.1 All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.4.7.2.2 Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall **NOT** be duplicated. The Contractor shall develop

procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

(a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Sustainability

1.4.8.1 The contractor must meet the recycled content requirements set forth by the EPA for specified products. The following web site contains a list of EPA designated products: http://www.ssc.nasa.gov/environmental/pdf/AffirPro.pdf. Contractor will ensure compliance of the EPA guidelines under the categories of: non-paper office products, paper and paper products.

1.4.8.2 The contractor shall ensure all deliverables be printed double sided on paper that contains post-consumer fiber (recycled content).

1.4.9 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission on Law Enforcement (TCOLE). TCOLE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.12 the name of each Officer who will be performing scheduled work under this contract.

1.4.10 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, QA POC, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.11 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.12.

1.4.12 Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Michael K. Kinard, Lake Manager, Lavon Lake; Alternate: Stephen Perrin, Lead Park Ranger, Lavon Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.13 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.14 Contractor Travel: (Not applicable):

1.4.15 Data Rights: (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

1.4.17 Invoicing: Contractor shall submit 1 copy of the invoice along with the daily log sheets and call reports no later than the 5th of every month for the previous calendar month. Invoice should be sent to the following address:

US Army Corps of Engineers Lavon Lake
Attn: Michael Kinard
3375 Skyview Drive
Wylie, Texas 75098

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including

insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials: (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): (Not applicable)

1.9 ATTACMENTS/TECHNICAL EXHIBITS AND APPENDICES:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas IAW para 1.2.	The contractor provides visible and verifiable presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

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TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	Number of Copies	Medium / Format	Submit To
Contract manager and alternate designated in writing IAW para 1.4.12	Once within 5 days of contract award	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges IAW para 1.4.17	Submitted to Corps by the 5th of every month, listing contract services performed during the previous calendar month.	One copy of the invoice, submitted to the Corps QA POC	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Daily Enforcement Action Summaries, Daily Logs, and Call Reports IAW para 1.4.2	To Corps with monthly invoice	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2021

BEGINS ON NEXT PAGE

May 2021 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22 1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs
23 1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	24 1800-2200=4 hrs	25	26 1800-2200=4 hrs	27	28 1800-2200=4 hrs	29 1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs
30 1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	**31** **1000-1400= 4hrs** **1400-1800=4 hrs** **1800-2200=4hrs** **1800-2200=4hrs**					**20 shifts x 4 hrs = 80 hrs**

June 2021 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 1800-2200=4hrs	2	3 1800-2200=4hrs	4 1400-1800=4 hrs 1800-2200=4hrs	5 1400-1800=4 hrs 1800-2200=4hrs
6 1400-1800=4 hrs 1800-2200=4hrs	7 1800-2200=4hrs	8	9 1800-2200=4hrs	10	11 1400-1800=4 hrs 1800-2200=4hrs	12 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
13 1400-1800=4 hrs 1800-2200=4hrs	14	15 1800-2200=4hrs	16	17 1800-2200=4hrs	18 1400-1800=4 hrs 1800-2200=4hrs	19 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
20 1400-1800=4 hrs 1800-2200=4hrs	21 1800-2200=4hrs	22	23 1800-2200=4hrs	24	25 1400-1800=4 hrs 1800-2200=4hrs	26 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
27 1400-1800=4 hrs 1800-2200=4hrs	28	29 1800-2200=4hrs	30			**37 shifts x 4 hrs = 148 hrs**

July 2021 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
45 shifts x 4 hrs = 180 hrs				1 1800-2200=4hrs	2 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	3 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
4 1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	5 1800-2200=4hrs	6	7 1800-2200=4hrs	8	9 1400-1800=4 hrs 1800-2200=4hrs	10 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
11 1400-1800=4 hrs 1800-2200=4hrs	12	13 1800-2200=4hrs	14	15 1800-2200=4hrs	16 1400-1800=4 hrs 1800-2200=4hrs	17 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
18 1400-1800=4 hrs 1800-2200=4hrs	19 1800-2200=4hrs	20	21 1800-2200=4hrs	22	23 1400-1800=4 hrs 1800-2200=4hrs	24 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
25 1400-1800=4 hrs 1800-2200=4hrs	26	27 1800-2200=4hrs	28	29 1800-2200=4hrs	30 1400-1800=4 hrs 1800-2200=4hrs	31 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs

August 2021 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 1400-1800=4 hrs 1800-2200=4hrs	2 1800-2200=4hrs	3	4 1800-2200=4hrs	5	6 1400-1800=4 hrs 1800-2200=4hrs	7 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
8 1400-1800=4 hrs 1800-2200=4hrs	9	10 1800-2200=4hrs	11	12 1800-2200=4hrs	13 1400-1800=4 hrs 1800-2200=4hrs	14 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
15 1400-1800=4 hrs 1800-2200=4hrs	16 1800-2200=4hrs	17	18 1800-2200=4hrs	19	20 1400-1800=4 hrs 1800-2200=4hrs	21 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
22 1400-1800=4 hrs 1800-2200=4hrs	23	24 1800-2200=4hrs	25	26 1800-2200=4hrs	27 1400-1800=4 hrs 1800-2200=4hrs	28 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
29 1400-1800=4 hrs 1800-2200=4hrs	30 1800-2200=4hrs	31				**39 shifts x 4 hrs = 156 hrs**

September 2021 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 1800-2200=4hrs	2	3 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	4 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
5 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	6 **1000-1400= 4hrs** **1400-1800=4 hrs** **1800-2200=4hrs** **1800-2200=4hrs**	7 1800-2200=4hrs	8	9 1800-2200=4hrs	10 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	11 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		**20 shifts x 4 hrs = 80 hrs**

Grand Total Hours = 644

APPENDIX B

HOURS BY MONTH
2021

May: 20 shifts X 4 hours = 80 hours
(Includes Memorial Day)

June: 37 shifts X 4 hours = 148 hours

July: 45 shifts X 4 hours = 180 hours
(Includes Independence Day)

August: 39 shifts X 4 hours = 156 hours

September: 20 shifts X 4 hours = 80 hours
(Includes Labor Day)

Total = 644 Hours

APPENDIX C

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Wylie Police Department

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

OFFENCE TITLE	Action A C W V	NOTES Include the name of the park where offense occurred
Vehicle Offense		
Parking		
Speeding		
Reckless		
State Req.		
DWI		
Other		
Total		
Conduct Offense		
Loud/Unruly		
Pubic Intox		
Cont Subst.		
Minor Poss.		
Theft		
Vandal		
Litter		
Weapons		
Assault		
Other		
Total		
TOTALS		

*** For all arrests and evictions include details on back ***

Officer Number:_____ Date:_____ Signature:_____

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic
Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.
7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C.

chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree'' click box or other comparable mechanism (e.g., ``click-wrap'' or ``browse-wrap'' agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (OCT 2020)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor MAY include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/content/regulations

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR Chapter **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at https://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at https://dibnet.dod.mil the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5227
Revision No.: 12
Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin Dallas Denton Ellis Hunt Kaufman Rockwall

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		20.54
01041 - Customer Service Representative I		14.02
01042 - Customer Service Representative II		15.77
01043 - Customer Service Representative III		17.21
01051 - Data Entry Operator I		14.39
01052 - Data Entry Operator II		15.70
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		15.89
01090 - Duplicating Machine Operator		15.89
01111 - General Clerk I		13.63
01112 - General Clerk II		14.87
01113 - General Clerk III		16.69
01120 - Housing Referral Assistant		22.46
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		16.99
01262 - Personnel Assistant (Employment) II		19.01
01263 - Personnel Assistant (Employment) III		21.19
01270 - Production Control Clerk		23.27
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		18.01

01311 - Secretary I	18.01
01312 - Secretary II	20.14
01313 - Secretary III	22.46
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	29.11
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	14.27
01531 - Travel Clerk I	15.19
01532 - Travel Clerk II	16.37
01533 - Travel Clerk III	17.52
01611 - Word Processor I	15.15
01612 - Word Processor II	17.01
01613 - Word Processor III	19.02
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.70
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.16
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	13.78
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.15
07041 - Cook I	12.89
07042 - Cook II	14.81
07070 - Dishwasher	10.52
07130 - Food Service Worker	11.32
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	10.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.54
09040 - Furniture Handler	10.24
09080 - Furniture Refinisher	15.32
09090 - Furniture Refinisher Helper	12.02
09110 - Furniture Repairer Minor	13.78
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.77
11060 - Elevator Operator	11.77
11090 - Gardener	19.56
11122 - Housekeeping Aide	12.12
11150 - Janitor	12.12
11210 - Laborer Grounds Maintenance	14.56
11240 - Maid or Houseman	11.19
11260 - Pruner	12.87
11270 - Tractor Operator	17.89
11330 - Trail Maintenance Worker	14.56
11360 - Window Cleaner	13.72
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	21.21
12012 - Certified Occupational Therapist Assistant	35.61
12015 - Certified Physical Therapist Assistant	35.12
12020 - Dental Assistant	20.20

12025 - Dental Hygienist		39.40
12030 - EKG Technician		30.40
12035 - Electroneurodiagnostic Technologist		30.40
12040 - Emergency Medical Technician		20.65
12071 - Licensed Practical Nurse I		18.96
12072 - Licensed Practical Nurse II		21.21
12073 - Licensed Practical Nurse III		23.64
12100 - Medical Assistant		16.37
12130 - Medical Laboratory Technician		25.58
12160 - Medical Record Clerk		18.40
12190 - Medical Record Technician		20.58
12195 - Medical Transcriptionist		19.66
12210 - Nuclear Medicine Technologist		39.84
12221 - Nursing Assistant I		12.72
12222 - Nursing Assistant II		14.30
12223 - Nursing Assistant III		15.60
12224 - Nursing Assistant IV		17.51
12235 - Optical Dispenser		19.50
12236 - Optical Technician		16.25
12250 - Pharmacy Technician		16.82
12280 - Phlebotomist		16.83
12305 - Radiologic Technologist		29.53
12311 - Registered Nurse I		25.82
12312 - Registered Nurse II		31.58
12313 - Registered Nurse II Specialist		31.58
12314 - Registered Nurse III		38.19
12315 - Registered Nurse III Anesthetist		38.19
12316 - Registered Nurse IV		45.78
12317 - Scheduler (Drug and Alcohol Testing)		26.27
12320 - Substance Abuse Treatment Counselor		22.82
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.65
13012 - Exhibits Specialist II		25.58
13013 - Exhibits Specialist III		31.28
13041 - Illustrator I		24.95
13042 - Illustrator II		30.91
13043 - Illustrator III		36.18
13047 - Librarian		31.56
13050 - Library Aide/Clerk		14.33
13054 - Library Information Technology Systems Administrator		27.42
13058 - Library Technician		16.29
13061 - Media Specialist I		19.78
13062 - Media Specialist II		22.13
13063 - Media Specialist III		24.67
13071 - Photographer I		18.15
13072 - Photographer II		20.31
13073 - Photographer III		25.16
13074 - Photographer IV		30.77
13075 - Photographer V		37.24
13090 - Technical Order Library Clerk		17.28
13110 - Video Teleconference Technician		21.59
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.34
14042 - Computer Operator II		20.50
14043 - Computer Operator III		22.87
14044 - Computer Operator IV		27.14
14045 - Computer Operator V		30.04
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.34
14160 - Personal Computer Support Technician		27.14
14170 - System Support Specialist		39.80
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.04
15020 - Aircrew Training Devices Instructor (Rated)		41.90
15030 - Air Crew Training Devices Instructor (Pilot)		46.09
15050 - Computer Based Training Specialist / Instructor		35.04
15060 - Educational Technologist		34.30
15070 - Flight Instructor (Pilot)		46.09
15080 - Graphic Artist		25.28
15085 - Maintenance Test Pilot Fixed Jet/Prop		45.10
15086 - Maintenance Test Pilot Rotary Wing		45.10
15088 - Non-Maintenance Test/Co-Pilot		45.10
15090 - Technical Instructor		26.98
15095 - Technical Instructor/Course Developer		33.00
15110 - Test Proctor		21.78
15120 - Tutor		21.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.59
16030 - Counter Attendant		10.59
16040 - Dry Cleaner		13.60
16070 - Finisher Flatwork Machine		10.59
16090 - Presser Hand		10.59
16110 - Presser Machine Drycleaning		10.59
16130 - Presser Machine Shirts		10.59
16160 - Presser Machine Wearing Apparel Laundry		10.59
16190 - Sewing Machine Operator		14.43
16220 - Tailor		15.51
16250 - Washer Machine		11.64
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.10
19040 - Tool And Die Maker		25.34
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.95
21030 - Material Coordinator		23.27
21040 - Material Expediter		23.27
21050 - Material Handling Laborer		14.38
21071 - Order Filler		13.57
21080 - Production Line Worker (Food Processing)		16.95
21110 - Shipping Packer		16.13
21130 - Shipping/Receiving Clerk		16.13
21140 - Store Worker I		12.54
21150 - Stock Clerk		18.18
21210 - Tools And Parts Attendant		16.95
21410 - Warehouse Specialist		16.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		38.23
23019 - Aircraft Logs and Records Technician		31.02
23021 - Aircraft Mechanic I		36.48
23022 - Aircraft Mechanic II		38.23
23023 - Aircraft Mechanic III		40.02
23040 - Aircraft Mechanic Helper		26.15
23050 - Aircraft Painter		34.57
23060 - Aircraft Servicer		31.02
23070 - Aircraft Survival Flight Equipment Technician		34.57
23080 - Aircraft Worker		32.80
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		32.80

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 36.48
23110 - Appliance Mechanic 19.52
23120 - Bicycle Repairer 18.50
23125 - Cable Splicer 27.55
23130 - Carpenter Maintenance 18.47
23140 - Carpet Layer 19.04
23160 - Electrician Maintenance 23.75
23181 - Electronics Technician Maintenance I 25.82
23182 - Electronics Technician Maintenance II 27.21
23183 - Electronics Technician Maintenance III 29.34
23260 - Fabric Worker 24.43
23290 - Fire Alarm System Mechanic 22.28
23310 - Fire Extinguisher Repairer 18.50
23311 - Fuel Distribution System Mechanic 21.32
23312 - Fuel Distribution System Operator 16.71
23370 - General Maintenance Worker 19.40
23380 - Ground Support Equipment Mechanic 36.48
23381 - Ground Support Equipment Servicer 31.02
23382 - Ground Support Equipment Worker 32.80
23391 - Gunsmith I 18.50
23392 - Gunsmith II 21.25
23393 - Gunsmith III 23.60
23410 - Heating Ventilation And Air-Conditioning Mechanic 22.55
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) 23.63
23430 - Heavy Equipment Mechanic 24.71
23440 - Heavy Equipment Operator 19.87
23460 - Instrument Mechanic 25.41
23465 - Laboratory/Shelter Mechanic 22.40
23470 - Laborer 14.38
23510 - Locksmith 22.46
23530 - Machinery Maintenance Mechanic 25.26
23550 - Machinist Maintenance 20.24
23580 - Maintenance Trades Helper 16.17
23591 - Metrology Technician I 25.41
23592 - Metrology Technician II 26.64
23593 - Metrology Technician III 27.88
23640 - Millwright 24.70
23710 - Office Appliance Repairer 18.66
23760 - Painter Maintenance 17.32
23790 - Pipefitter Maintenance 26.55
23810 - Plumber Maintenance 25.20
23820 - Pneudraulic Systems Mechanic 23.60
23850 - Rigger 26.09
23870 - Scale Mechanic 21.25
23890 - Sheet-Metal Worker Maintenance 20.11
23910 - Small Engine Mechanic 19.51
23931 - Telecommunications Mechanic I 27.34
23932 - Telecommunications Mechanic II 28.64
23950 - Telephone Lineman 23.54
23960 - Welder Combination Maintenance 18.96
23965 - Well Driller 21.63
23970 - Woodcraft Worker 23.60
23980 - Woodworker 18.50
24000 - Personal Needs Occupations
24550 - Case Manager 18.06
24570 - Child Care Attendant 10.73
24580 - Child Care Center Clerk 13.39
24610 - Chore Aide 9.75
24620 - Family Readiness And Support Services 18.06

Coordinator		
24630 - Homemaker		18.06
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		27.73
25040 - Sewage Plant Operator		20.18
25070 - Stationary Engineer		27.73
25190 - Ventilation Equipment Tender		19.37
25210 - Water Treatment Plant Operator		20.18
27000 - Protective Service Occupations		
27004 - Alarm Monitor		20.64
27007 - Baggage Inspector		14.10
27008 - Corrections Officer		23.01
27010 - Court Security Officer		25.65
27030 - Detection Dog Handler		16.92
27040 - Detention Officer		23.01
27070 - Firefighter		28.28
27101 - Guard I		14.10
27102 - Guard II		16.92
27131 - Police Officer I		31.05
27132 - Police Officer II		34.51
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.21
28042 - Carnival Equipment Repairer		15.54
28043 - Carnival Worker		10.22
28210 - Gate Attendant/Gate Tender		14.18
28310 - Lifeguard		11.19
28350 - Park Attendant (Aide)		15.86
28510 - Recreation Aide/Health Facility Attendant		11.57
28515 - Recreation Specialist		18.53
28630 - Sports Official		12.63
28690 - Swimming Pool Operator		21.99
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.86
29020 - Hatch Tender		25.86
29030 - Line Handler		25.86
29041 - Stevedore I		24.46
29042 - Stevedore II		27.26
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO)	(see 2)	43.00
30011 - Air Traffic Control Specialist Station (HFO)	(see 2)	29.64
30012 - Air Traffic Control Specialist Terminal (HFO)	(see 2)	32.64
30021 - Archeological Technician I		20.07
30022 - Archeological Technician II		22.40
30023 - Archeological Technician III		27.75
30030 - Cartographic Technician		27.75
30040 - Civil Engineering Technician		24.42
30051 - Cryogenic Technician I		26.83
30052 - Cryogenic Technician II		29.63
30061 - Drafter/CAD Operator I		20.07
30062 - Drafter/CAD Operator II		22.40
30063 - Drafter/CAD Operator III		24.97
30064 - Drafter/CAD Operator IV		30.73
30081 - Engineering Technician I		17.56
30082 - Engineering Technician II		19.70
30083 - Engineering Technician III		22.03
30084 - Engineering Technician IV		27.30
30085 - Engineering Technician V		33.40
30086 - Engineering Technician VI		40.41
30090 - Environmental Technician		24.73
30095 - Evidence Control Specialist		24.23
30210 - Laboratory Technician		25.44
30221 - Latent Fingerprint Technician I		26.76

30222 - Latent Fingerprint Technician II		29.57
30240 - Mathematical Technician		30.53
30361 - Paralegal/Legal Assistant I		19.49
30362 - Paralegal/Legal Assistant II		24.15
30363 - Paralegal/Legal Assistant III		29.54
30364 - Paralegal/Legal Assistant IV		35.74
30375 - Petroleum Supply Specialist		29.63
30390 - Photo-Optics Technician		27.75
30395 - Radiation Control Technician		29.63
30461 - Technical Writer I		25.69
30462 - Technical Writer II		31.42
30463 - Technical Writer III		38.01
30491 - Unexploded Ordnance (UXO) Technician I		27.32
30492 - Unexploded Ordnance (UXO) Technician II		33.06
30493 - Unexploded Ordnance (UXO) Technician III		39.62
30494 - Unexploded (UXO) Safety Escort		27.32
30495 - Unexploded (UXO) Sweep Personnel		27.32
30501 - Weather Forecaster I		26.83
30502 - Weather Forecaster II		32.63
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	24.97
30621 - Weather Observer Senior	(see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.06
31020 - Bus Aide		14.54
31030 - Bus Driver		21.23
31043 - Driver Courier		16.94
31260 - Parking and Lot Attendant		10.60
31290 - Shuttle Bus Driver		18.53
31310 - Taxi Driver		12.70
31361 - Truckdriver Light		18.53
31362 - Truckdriver Medium		20.13
31363 - Truckdriver Heavy		22.14
31364 - Truckdriver Tractor-Trailer		22.14
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.12
99030 - Cashier		10.77
99050 - Desk Clerk		11.33
99095 - Embalmer		24.05
99130 - Flight Follower		27.32
99251 - Laboratory Animal Caretaker I		13.18
99252 - Laboratory Animal Caretaker II		14.42
99260 - Marketing Analyst		36.10
99310 - Mortician		24.42
99410 - Pest Controller		22.97
99510 - Photofinishing Worker		14.89
99710 - Recycling Laborer		19.52
99711 - Recycling Specialist		23.99
99730 - Refuse Collector		17.25
99810 - Sales Clerk		13.65
99820 - School Crossing Guard		10.80
99830 - Survey Party Chief		26.65
99831 - Surveying Aide		15.97
99832 - Surveying Technician		20.46
99840 - Vending Machine Attendant		15.50
99841 - Vending Machine Repairer		18.73
99842 - Vending Machine Repairer Helper		15.46

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.54 per hour up to 40 hours per week or $181.60 per week or $786.93 per month

HEALTH & WELFARE EO 13706: $4.22 per hour up to 40 hours per week or $168.80 per week or $731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1)

dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or

disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department:	Purchasing	**Account Code:**	611-5712-52350; 611-5712-54330; 611-5714-54350; 611-5714-54430
Prepared By:	Glenna Hayes		

Subject

Consider, and act upon, the approval of the purchase of waterline repair parts in the estimated annual amount of $150,000.00 from various vendors through membership in the Collin County Governmental Purchasing Forum, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve the purchase of waterline repair parts in the estimated annual amount of $150,000.00 from various vendors through membership in the Collin County Governmental Purchasing Forum, and authorizing the City Manager to execute any necessary documents.

Discussion

Staff recommends the approval of the purchase of waterline repair parts in the estimated annual amount of $150,000.00 through the use of an interlocal cooperative agreement with the Collin County Governmental Purchasing Forum which allows its members to utilize each other's' contracts. The City of Plano, Texas completed a competitive sealed bid processed and awarded an annual contract with renewals to Core & Main LP, Ferguson, and Fortiline. These repairs parts are used by Water and Wastewater departments to maintain the City's waterlines.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. City of Plano #2017-0377; Wylie #W2019-73-I

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: City Secretary

Subject

Alcoholic Beverages on City owned Property and Special Events.

Recommendation

Discussion

At the April 27, 2021 City Council meeting, Council tabled Item 5 and requested staff add a work session for additional discussion on the subject matter on the next City Council agenda.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: City Secretary

Subject

Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2021 and ending May 2022.

Recommendation

Motion to approve the appointment of _____ as Mayor *pro tem* for a term beginning May 2021 and ending May 2022.

Discussion

The Charter states the Mayor *pro tem* shall be a councilman elected by the City Council at the first regular City Council meeting following each regular City election. The Mayor *pro tem* shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: City Secretary

Subject

Consider, and act upon, the appointment of a 2021 Board and Commissions City Council Interview Panel to conduct the May 2021 board applicant interviews.

Recommendation

Motion to appoint, _____, _____, and _____ to serve on the 2021 Boards and Commissions City Council Interview Panel.

Discussion

Each year the City Secretary's Office solicits and compiles applications from Wylie residents wishing to serve on various Wylie Boards and Commissions. These applications are received through the year until mid-May of each calendar year. Additionally, in May of each year, the applications are compiled into appointment timeframes to allow the three-council member panel time to interview each applicant and subsequently choose a list of applicants to recommend to the full Council to serve on the various boards. The terms are staggered so each year approximately half of the members serving on each board and commission are appointed.

Pursuant to Resolution No. 2006-17(R), the procedures for the interview process allows council members, not serving on the panel, an opportunity to address questions and concerns to the panel to be asked of the applicants. The rules and procedures in Resolution No. 2006-17(R) comply with the Texas Open Meetings Act. The Resolution is attached for your review.

Proposed interview meeting dates will be Wednesday May 26, 2021 and Thursday, May 27, 2021, and an alternate (if needed) date of Friday, May 28, 2021 from 5:30 p.m. - 9:00 p.m. each night. Immediately following the final night interviews, the panel will deliberate on recommendations to be submitted to the full Council at the June 8, 2021 Wylie City Council meeting. This timeline for approval by June 8 will allow time for each member to be sworn in at the June 22 City Council meeting, attend orientation on June 24, and begin their terms on July 1, 2021. All Council members will receive the scheduled appointment list and all applications submitted prior to the interview process.

RESOLUTION NO. 2006-17(R)

A RESOLUTION OF THE CITY OF WYLIE, TEXAS ADOPTING PROCEDURES FOR THE WYLIE BOARDS AND COMMISSION INTERVIEW PROCESS AND THE APPOINTMENT OF THE 2006-07 BOARDS AND COMMISSION INTERVIEW PANEL.

WHEREAS, the City of Wylie has nine boards and commissions comprised of a total of 54 members serving staggered two year terms; and

WHEREAS, each year the City of Wylie receives applications from residents for consideration of appointment to City of Wylie Boards and Commissions; and

WHEREAS, applicants for the board and commission members are interviewed by a Selection Panel consisting of three council members; and

WHEREAS, it has been deemed that guidelines be set for the Selection Panel, the application process, the interview process, and the appointment process of the City of Wylie Boards and Commissions.

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

SECTION 1: That the City Council of the City of Wylie will appoint a three (3) member Selection Panel each year comprised of three (3) Council Members.

SECTION 2: That applications and scheduling of applicants to be interviewed by the Selection Panel will be completed by the City Secretary and provided to the City Council.

SECTION 3: That the interview process will be held in the City of Wylie Council Chambers and notifications of the interview dates will be posted for the public to attend.

SECTION 4: That City Council can provide a series of questions to the Selection Panel for the applicants to address during their interview.

SECTION 5: Recommendations by the Selection Panel will be made in open session and the recommendations will be presented to Council for discussion and approval.

DULY PASSED AND APPROVED by the Wylie City Council on this 23rd day of May 2006.

John Mondy, Mayor

ATTEST:

Carole Ehrlich, City Secretary

CITY OF WYLIE SEAL WYLIE, TEXAS

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Planned Development 2017-03 (PD-2017-03) to Commercial Corridor (CC), to allow for commercial development on 4.728 acres located at 3010 W. FM 544. (ZC2021-12).

Recommendation

Motion to approve a request for a change of zoning from Planned Development 2017-03 (PD-2017-03) to Commercial Corridor (CC), to allow for commercial development on 4.728 acres located at 3010 W. FM 544. (ZC2021-12).

Discussion

OWNER: LIDL US Operations, LLC **ENGINEER: Kimley-Horn**

The applicant is requesting to rezone 4.728 acres located on the southeast corner of FM 544 and Springwell Parkway. The property is currently zoned Planned Development 2017-03. The reason for the requested rezoning is to revert the land back to its previous zoning designation of Commercial Corridor.

The reversion in zoning is requested as the existing Planned Development and Zoning Exhibit were designed for a specific grocery store that was not developed, and is incompatible with other future development. The current zoning exhibit is included for reference.

If rezoning is approved, the site will be subdivided to allow for a variety of commercial retail uses. At this time, no final plans have been presented to staff. Platting and Site Plan approvals will be required.

The properties adjacent to the subject property are zoned commercial to the north, east, and west. The property to the south is zoned light industrial. The subject property lies within the General Urban Sector of the Comprehensive Land Use Plan. The proposed zoning is compatible with the Plan.

Notifications/Responses: 19 notifications were mailed; with no responses received in opposition or in favor of the request.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Locator Map

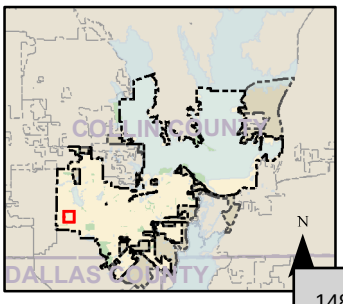


ZC 2021-12; The Shops at Wylie; 3010 FM 544

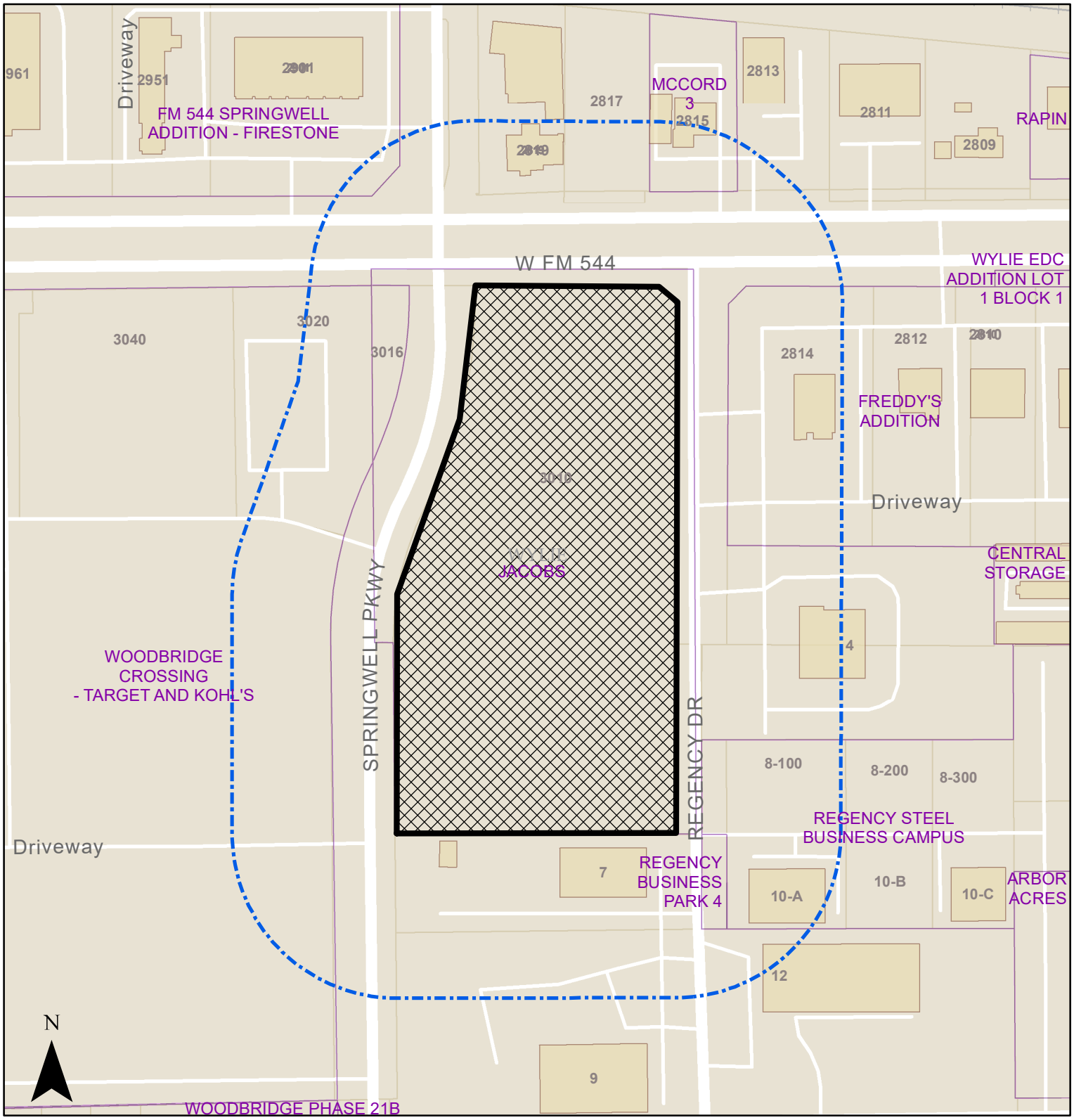
Subject Property

0 145 290 580 870 1,160 Feet

CITY OF WYLIE



Notification Map



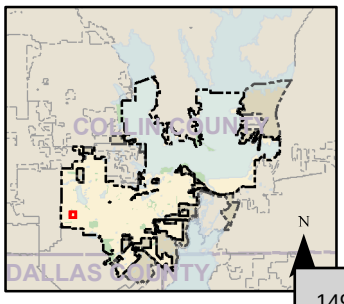
ZC 2021-12; The Shops at Wylie; 3010 FM 544

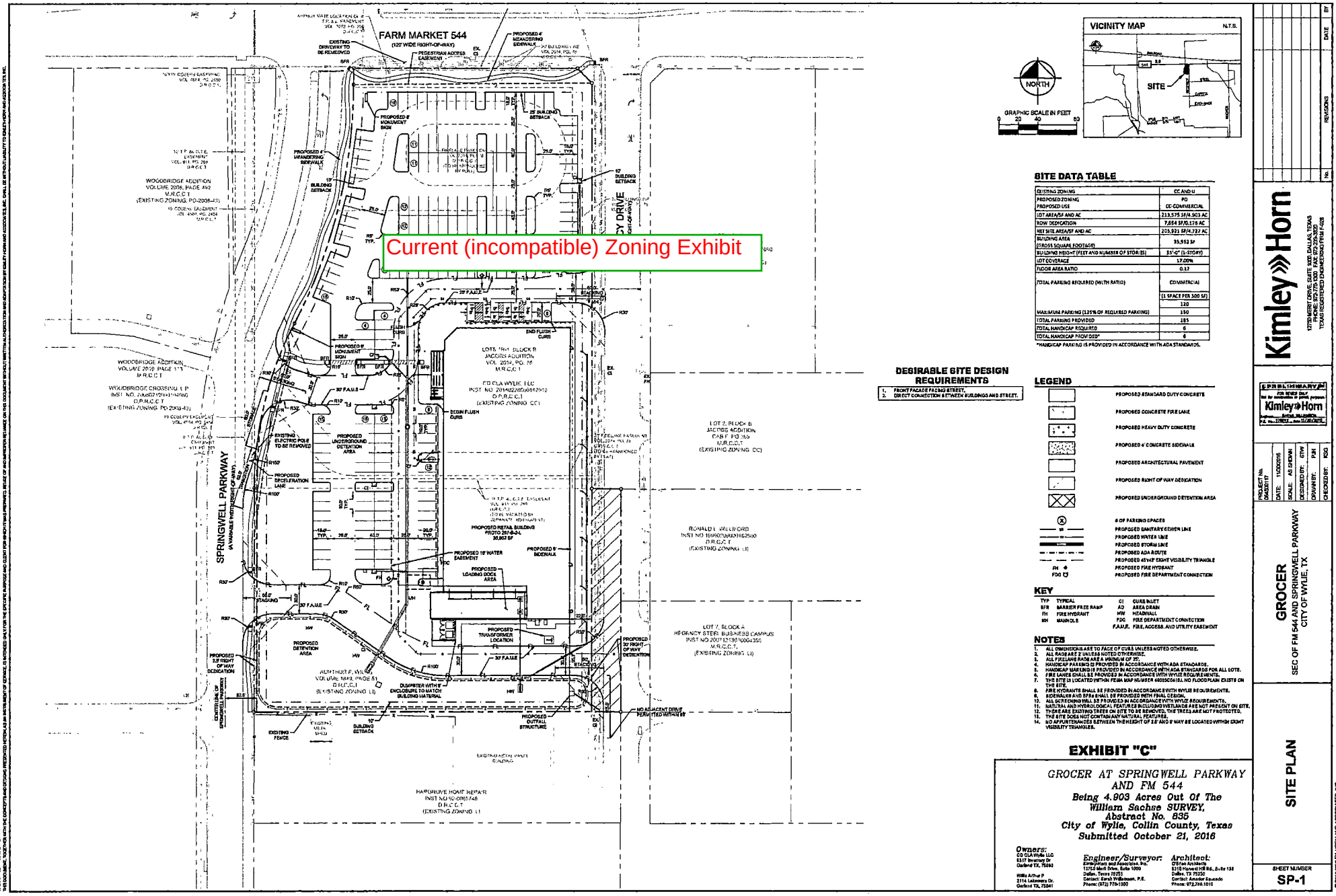
200 Foot Notifcation Buffer

Subject Property

0 80 160 320 480 640 Feet

CITY OF WYLIE





VICINITY MAP N.T.S.

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

SITE DATA TABLE

EXISTING ZONING	CC AND LI
PROPOSED ZONING PROPOSED USE	PD CC-COMMERCIAL
LOT AREA/SF AND AC	213,575 SF/4.903 AC
ROW DEDICATION	7,654 SF/0.176 AC
NET SITE AREA/SF AND AC	205,921 SF/4.727 AC
BUILDING AREA (GROSS SQUARE FOOTAGE)	35,952 SF
BUILDING HEIGHT (FEET AND NUMBER OF STORIES)	25'-0" (1-STORY)
LOT COVERAGE	17.00%
FLOOR AREA RATIO	0.17
TOTAL PARKING REQUIRED (WITH RATIO)	COMMERCIAL (1 SPACE PER 300 SF)
	120
MAXIMUM PARKING (125% OF REQUIRED PARKING)	150
TOTAL PARKING PROVIDED	185
TOTAL HANDICAP REQUIRED	6
TOTAL HANDICAP PROVIDED*	6

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

DESIRABLE SITE DESIGN REQUIREMENTS

1. FRONT FACADE FACING STREET.
2. DIRECT CONNECTION BETWEEN BUILDINGS AND STREET.

LEGEND

- PROPOSED STANDARD DUTY CONCRETE
- PROPOSED CONCRETE FIRE LANE
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED 4' CONCRETE SIDEWALK
- PROPOSED ARCHITECTURAL PAVEMENT
- PROPOSED RIGHT OF WAY DEDICATION
- PROPOSED UNDERGROUND DETENTION AREA
- # OF PARKING SPACES
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM LINE
- PROPOSED ADA ROUTE
- PROPOSED 45'x10' SIGHT VISIBILITY TRIANGLE
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONNECTION

KEY

TYP	TYPICAL	CI	CURB INLET
BFR	BARRIER FREE RAMP	AD	AREA DRAIN
FH	FIRE HYDRANT	HW	HEADWALL
MH	MANHOLE	FDC	FIRE DEPARTMENT CONNECTION
		F.A.U.E.	FIRE, ACCESS, AND UTILITY EASEMENT

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL RADII ARE 2' UNLESS NOTED OTHERWISE.
3. ALL FIRELANE RADII ARE A MINIMUM OF 25'.
4. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
5. HANDICAP MARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS FOR ALL LOTS.
6. FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH WYLIE REQUIREMENTS.
7. THE SITE IS LOCATED WITHIN FEMA MAP NUMBER 48085C0415J. NO FLOOD PLAIN EXISTS ON THE SITE.
8. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH WYLIE REQUIREMENTS.
9. SIDEWALKS AND BFRs SHALL BE PROVIDED WITH FINAL DESIGN.
10. ALL SCREENING WALLS SHALL BE PROVIDED IN ACCORDANCE WITH WYLIE REQUIREMENTS.
11. NATURAL AND HYDROLOGICAL FEATURES INCLUDING WETLANDS ARE NOT PRESENT ON SITE.
12. THERE ARE EXISTING TREES ON SITE TO BE REMOVED. THE TREES ARE NOT PROTECTED.
13. THE SITE DOES NOT CONTAIN ANY NATURAL FEATURES.
14. NO APPURTENANCES BETWEEN THE HEIGHT OF 2.5' AND 9' MAY BE LOCATED WITHIN SIGHT VISIBILITY TRIANGLES.

EXHIBIT "C"

GROCER AT SPRINGWELL PARKWAY AND FM 544
Being 4.903 Acres Out Of The William Sachse SURVEY, Abstract No. 835
City of Wylie, Collin County, Texas
Submitted October 21, 2016

Owners:	Engineer/Surveyor:	Architect:
CO CLA Wylie LLC 5317 Inverrary Dr Garland TX, 75043 Willis Arthur P 2114 Lakeway Dr. Garland TX, 75041	Kimley-Horn and Associates, Inc. 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 Contact: Sarah Williamson, P.E. Phone: (972) 770-1300	OBrien Architects 5110 Harvest Hill Rd., Suite 138 Dallas, TX 75230 Contact: Amador Saucedo Phone: 972.788.1010

Kimley»Horn
1717 MCKINNEY AVENUE, SUITE 1600, DALLAS, TEXAS
PHONE: 972 770 1300 FAX: 972 239 3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
P.E. No. - DATE: - Date 11/30/2016

No.	REVISIONS	DATE	BY

PROJECT No. 063201127
DATE: 11/30/2016
SCALE: AS SHOWN
DESIGNED BY: STW
DRAWN BY: PJH
CHECKED BY: RDG

GROCER
SEC OF FM 544 AND SPRINGWELL PARKWAY
CITY OF WYLIE, TX

SITE PLAN

SHEET NUMBER
SP-1

© 2016 KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Neighborhood Services (NS) to Planned Development - Townhome (PD-TH), to allow for a townhome development on 10.911 acres, generally located at the southeast corner of Country Club Road and Park Boulevard (ZC2021-04).

Recommendation

Motion to approve a request for a change of zoning from Neighborhood Services (NS) to Planned Development - Townhome (PD-TH), to allow for a townhome development on 10.911 acres, generally located at the southeast corner of Country Club Road and Park Boulevard (ZC2021-04).

Discussion

OWNER: Birmingham Land, LTD **ENGINEER: JBI Partners**

The applicant is requesting to rezone 10.911 acres generally located on the southeast corner of Country Club Road and Park Boulevard. The property is currently zoned Neighborhood Services (NS). The purpose for the requested rezoning to a Planned Development is to allow for the construction of 95 townhome units as depicted on the zoning exhibit (Exhibit C), representing a density of 8.7 units per acre.

The Planned Development conditions propose the construction of 34 front entry townhome units with a minimum lot size of 25'X 95' (2,375 sq.ft.) and 61 rear entry townhome units with a minimum lot size of 22'X 75' (1,650 sq.ft.). For comparison, the typical standard minimum lot size of properties located within the base Townhome Zoning District are 3,000 sq.ft for interior lots and 3,500 sq.ft. for exterior lots, representing a 21-53 percent difference in lot size requirements.

Residential lots are typically required to provide 30' of street frontage and can have alley access as a secondary access point. As part of the design for the rear entry lots, the Planned Development is requesting 24' alleys with rear entry instead of 31' streets to allow for open space areas off the front of the townhomes.

The Fire Department has found the proposed layout to be acceptable, with the requirement that all townhome units be constructed with a 13D sprinkler system to be adequate for fire protection and within the 150' hose lay requirement. The originally proposed 20' width was widened to 24' after staff concerns regarding limited maneuvering or parking of larger personal vehicles, utility easements, and traffic flow.

All townhome units are proposed to be constructed with at least 400 sq.ft. of garage space, being a variation from the standard 500 sq.ft. requirement of the zoning ordinance. The applicant has provided an on-street parking exhibit (Exhibit D) that shows an estimated availability of 57 guest parking spaces.

In addition to the residential lots, the development contains open space lots that are to be owned and maintained by the Homeowners Association. The lot located northeast is a drainage retention area with the lot located southeast being an open

space connector lot of approximately 8,500 sq. ft. The retention area was redefined at the P&Z Commission meeting from a strictly detention area to a retention area with a fountain.

The properties adjacent to the subject property are generally zoned single family residential with the exception of the commercial properties on the corner of Country Club Road and Park Boulevard. The subject property lies within the General Urban Sector of the Comprehensive Land Use Plan. The Urban Sector allows for high density residential within a mixed-use development. The proposal doesn't offer a commercial component to complete the mixed-use requirement.

Should the request be approved, the approval of a preliminary plat is required prior to development.

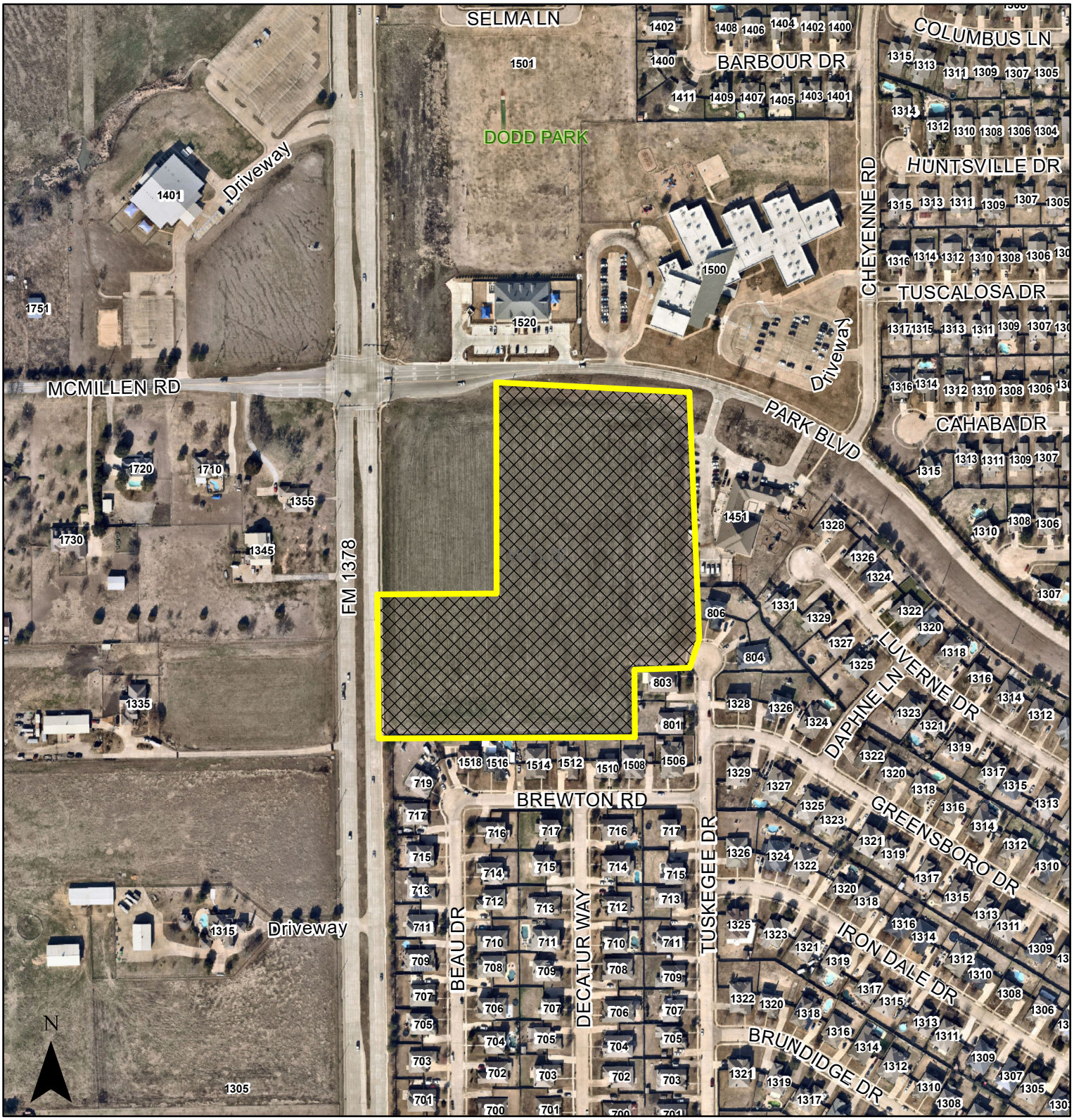
Notifications/Responses: 33 notifications were mailed within the 200' limit as required by State Law; with one response received in opposition and none in favor of the request within the notification area.

One response in opposition was received from a resident outside the notification area, but within the subdivision to the south (Birmingham Ph13A).

P&Z Commission Discussion

After some discussion regarding the detention pond, separation from the Birmingham subdivision to the south, and a lack of direct pedestrian access to commercial property, the Commission voted 5-2 to recommend approval with the conditions the detention pond be a retention pond and a minimum 5' landscape buffer be in place adjacent to all existing residential property.

Locator Map

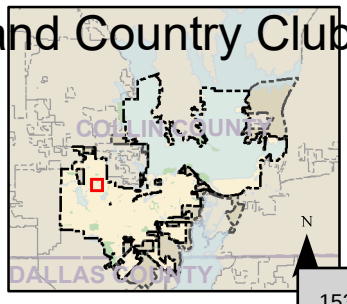


ZC 2021-04; Villas on Park; SE of intersection Park and Country Club

Subject Property

0 155 310 620 930 1,240 Feet

CITY OF WYLIE





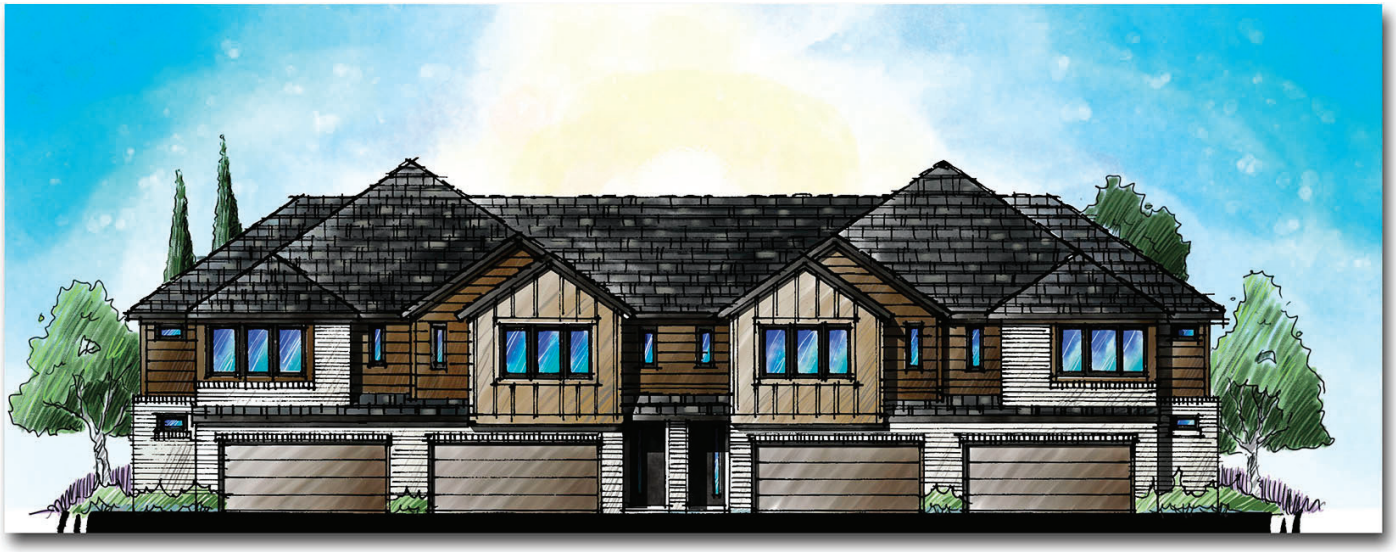
0 30 60 120 N
1"=60'

MAY 4, 2021
FAI002

VILLAS ON PARK

CONCEPT PLAN
WYLIE, TEXAS

JBI PARTNERS



TYPE 1 HOMES



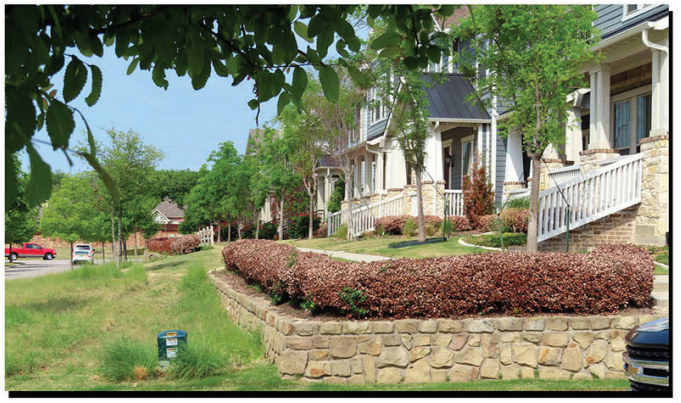


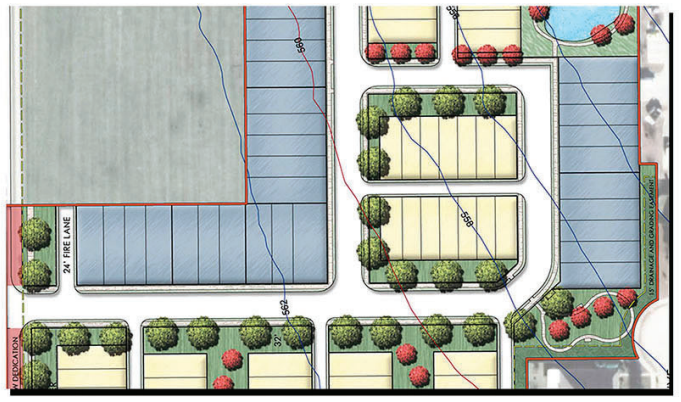
TYPE 2 HOMES

NOTE: The images shown are representative of the homes which will be built in the Villas on Park and the actual designs are subject to change.





APR 14, 2021
FAI002

VILLAS ON PARK

MEWS LOTS
WYLIE, TEXAS
JBI PARTNERS

EXHIBIT B
VILLAS ON PARK

PLANNED DEVELOPMENT STANDARDS

I. PURPOSE

Villas on Park will be a neighborhood of single family attached homes which provides homeowners an opportunity to live in a neighborhood which meets their lifestyle expectations. The homes in the neighborhood will be both front and rear entry so a homebuyer has a variety of home types to choose from. The development standards established below will be used to create the vision depicted on the Concept Plan.

II. GENERAL STANDARDS

A. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
B. All regulations of the underlying Townhouse District, as set forth in Article 3, 5, and 7 of the Comprehensive Zoning Ordinance (adopted as of March 2021) shall apply herein.
C. The design and development of the Villas on Park neighborhood shall take place in general accordance with the Concept Plan (Exhibit C).
D. Permitted uses shall be all principal and accessory uses which are allowed by right in the (TH) Townhouse District, in accordance with Section 5.1 of the Wylie Zoning Ordinance (adopted as of March 2021).
    1. **TYPE 1** lots shown on the Concept plan (Exhibit C) shall allow for 34 front entry homes.
    2. **TYPE 2** lots shown on the Concept plan (Exhibit C) shall allow for 61 rear entry homes.

III. SPECIAL CONDITIONS

A. Figure 3-5 Amended as follows:

DEVELOPMENT STANDARDS

Lot Type	TYPE 1	TYPE 2
LOT SIZE		
Minimum Lot Area (SQ FT)	2375	1650
Minimum Lot Width (FT)	25	22
Minimum Lot Width-Corner Lot (FT)	30	27
Minimum Lot Depth (FT)	95	75
Minimum Lot Depth-DBL Frontage Lot (FT)	NA	NA
DWELLING REGULATIONS		
Minimum Square Footage	1400	1400
YARD REGULATIONS-MAIN STRUCTURE		
Front Yard (FT)	20	10
Side Yard-Interior Lot (FT)	0	0
Side Yard-End Lot (FT)	5	5
Side Yard of Corner (FT)	5	5
Rear Yard (FT)	10	5
Rear Yard-DBL Frontage Lot (FT)	NA	NA
Lot Coverage	75%	75%
HEIGHT OF STRUCTURES		
Main Structure (FT)	40	40
Accessory Structure (FT)	14	14

B. Section 3.4.D Land Design Requirements amended as follows:

1. Perimeter screening for the neighborhood shall be provided in accordance with the Exhibit D. (Landscape Details). All perimeter screening shall be maintained by the Homeowners Association.
2. A minimum of 15% of the land within the Villas on Park neighborhood shall be used as common open space. Open space will be publicly accessible. The open space shall be owned and maintained by a mandatory Homeowners Association. Said HOA owned and maintained property shall also include any perimeter landscape buffers.
   A. Retention pond. The retention pond depicted at the northeast corner of the property on Exhibit C shall be designed and developed as a permanent pond. The purpose of the pond being to capture and confine storm water for an extended time. The pond will be aerated by means of a fountain. Walkways and seating will be provided around the pond as shown in the landscape plans. The pond and surrounding area will be owned and maintained by the HOA and as such, is included in the above referenced open space area calculation.

C. Section 3.4.E Street and Sidewalk Design Standards amended as follows:

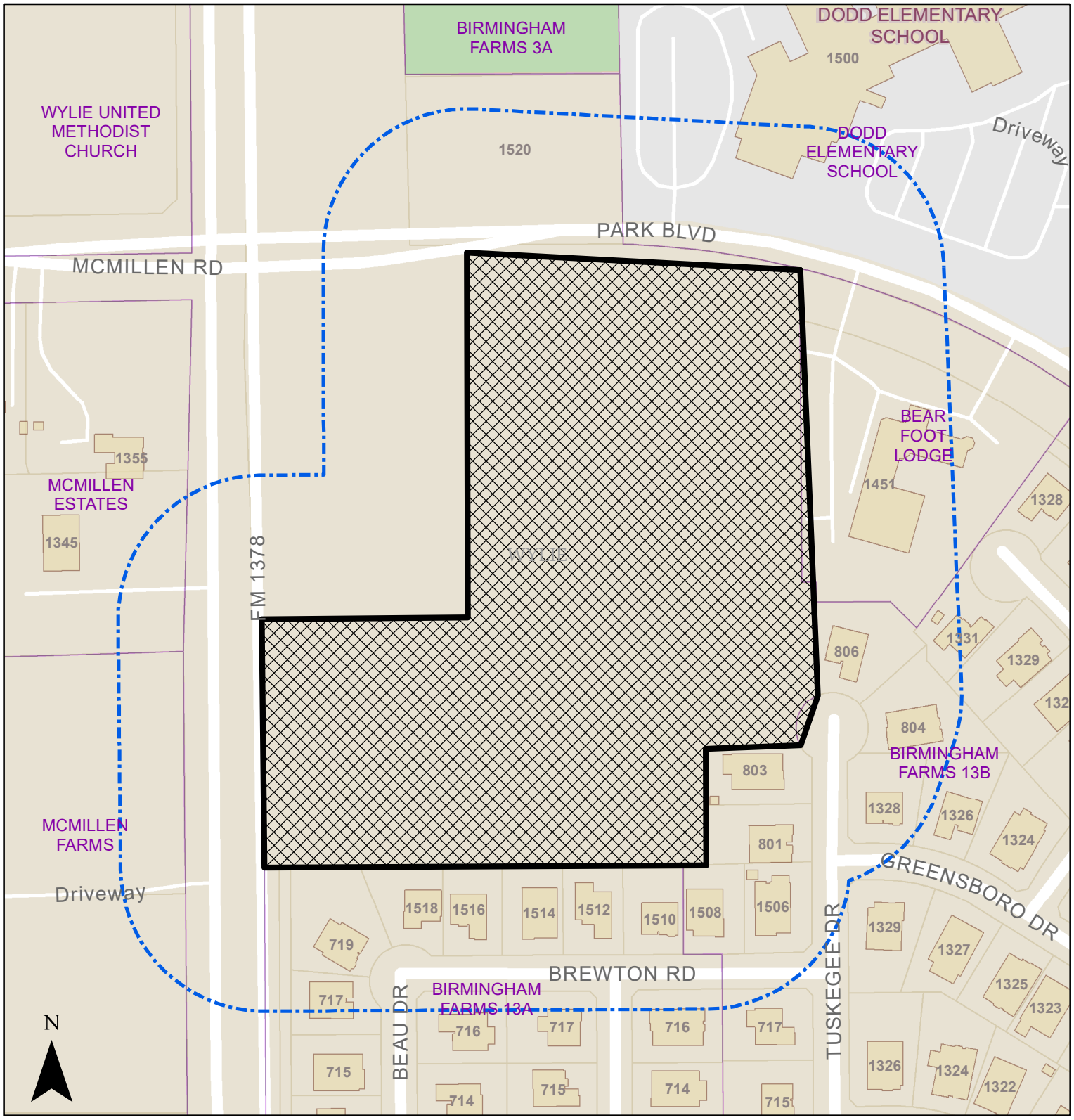
1. Pedestrian Linkages. Pedestrian linkages shall be provided between the Villas on Park neighborhood and the nonresidential area adjacent to the west. The linkages are generally established on the Concept Plan (Exhibit C).

D. Section 3.4.F Architectural Design Standards amended as follows:

1. Building Bulk and Articulation: In order to avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions.
    a) TYPE 1 Homes: At least 20 percent of the façade shall be offset a minimum of 2 feet either protruding from or recessed back from the remainder of the façade. A minimum of 30 percent of the total area shall be on the 1st floor of all 2 story dwellings.
    b) TYPE 2 Homes: At least 20 percent of the façade shall be offset a minimum of 1 foot either protruding from or recessed back from the remainder of the façade. A minimum of 50 percent of the total area shall be on the 1st floor of all 2 story dwellings
2. All single family residential units shall have stone plaque or pin numbers with resident address beside the main entry of the dwelling unit.
3. All single family residential units shall have a minimum of one-hundred (100) percent of the exterior façade composed of kiln-fired clay brick or stone laid masonry units or masonry stucco, or cement siding. A minimum of twenty (20) percent of the exterior façade shall be constructed with stone or decorative brick accent. Wood, vinyl siding and EIFS materials shall not be used for exterior walls.
4. Roofs and Roofing – Roof Pitch: All single family residential units shall have a minimum roof pitch of 8:12, with articulation, dormers or a combination of hip and gable roofing.
5. Roof and Roofing
    a) Roofing Materials: All single family residential units shall have architectural-grade overlap shingles, tile or standing seam metal. Wood shingles are not permitted. Plumbing vents, attic vents, and other rooftop accessories are to be painted to match the roof shingle color.
    b) Roof Eaves: No wood fascia or soffits are permitted.
6. Garage Entry: Each garage shall be a minimum 400 square feet.
7. Dwelling Size: The total square feet of floor space within the outside dimensions of a residential dwelling unit including each floor level, but excluding carports, garages, and breezeways.
8. Fire Sprinklers: Each townhome shall be constructed with a 13D sprinkler system. The sprinkler system shall attain 90% coverage in the garage.
9. Fencing:
    a) Front yard fences shall be permitted with fifty (50) percent transparency constructed of wood or wrought iron.
    b) Side and rear yard fences shall be permitted to a height of 8 feet maximum and constructed of wood or wrought iron.
10. Landscaping: Each residential dwelling shall have an established front lawn with a minimum of 1 tree and 5 shrubs. Lots fronting attached greens shall have the above referenced trees and shrubs incorporated into the attached green.
11. Outdoor Lighting: All residential dwelling units shall have an illuminated standard porch light at the front entry and drive/garage.

12. Conservation/Sustainability: Each residential dwelling unit must comply with the Energy component of the Building Code.

Notification Map



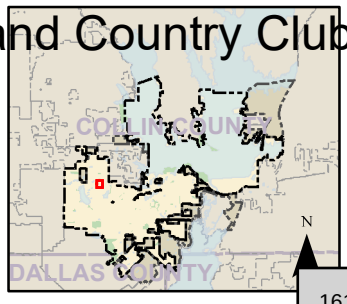
ZC 2021-04; Villas on Park; SE of intersection Park and Country Club

200 Foot Notifcation Buffer

Subject Property

0 90 180 360 540 720 Feet

CITY OF WYLIE



Jasen Haskins <jasen.haskins@wylietexas.gov>

Rezoning at Park and Country Club

A.J. Crahan [redacted] Tue, Apr 20, 2021 at 9:30 PM
To: planning@wylietexas.gov, council@wylietexas.gov

Please don't rezone for apartments/town homes at Park and Country Club. I know I don't technically get a vote in this, but I'm letting you know that if I could vote, I would vote against rezoning.

I imagine that I'm in the same boat as a lot of the home owners around here. I specifically purchased my home in Birmingham Farms because we liked the location and the surrounding (walking distance) area. One of the data sheets our realtor gave us when we bought the home included the zoning restrictions for the surrounding area within walking distance. This weighed HEAVILY on our reasoning for buying our home. If the City Counsel or the Zoning Board rezones the areas around us, I will transition from a happy quiet citizen of Wylie, to being a grouchy outspoken one.

I'm already saddened by the zoning board's total lack of effort put into getting community feedback about this decision. They issued far fewer notices than they should have, and didn't get ANY feedback, which they interpreted as approval to proceed. I interpret that as a very poorly executed survey, and a sign that our zoning board is run by people that are satisfied to meet the absolute minimum requirements and move on. This isn't the kind of people I want representing me, or making zoning decisions for my city. I feel obligated to advocate for a change in representation within our Zoning board members.

I hope that the City Council votes to deny this zoning change being that the Zoning Board approved. If this vote goes through, I'd just take it as a sign that I no longer see eye to eye with my city council representatives either. And my sign that I apparently supported the wrong representatives and need to be more involved in the Wylie elections and work harder to get and keep leadership that we see eye to eye with.

Please help me continue to be a happy quiet citizen of Wylie,
- - A.J.

PUBLIC COMMENT FORM

(Please type or use black ink)

Department of Planning
300 Country Club Road
Building 100
Wylie, Texas 75098

✓ I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-04.

____ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-04.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of Planning & Zoning Commission meeting: Tuesday, April 20, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of City Council meeting: Tuesday,May 11, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name: Michael Jameson
(please print)

Address: 1512 Brenton Rd, Wylie, TX 75098

Signature:

Date: 4/29/2021

COMMENTS:

VILLAS ON PARK

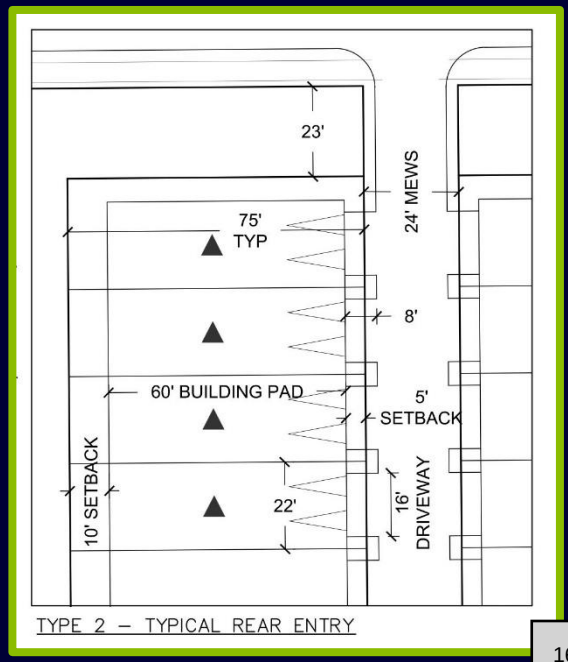
Neighborhood Context



Neighborhood Concept

- 95 Townhomes
- Integrated Design
- Open Spaces Dispersed Throughout Neighborhood (15% of Site-Minimum)
- Mews-Lots Fronting Common Green





Building Architecture



Type 2 Home

Type 1 Home



DEVELOPMENT STANDARDS

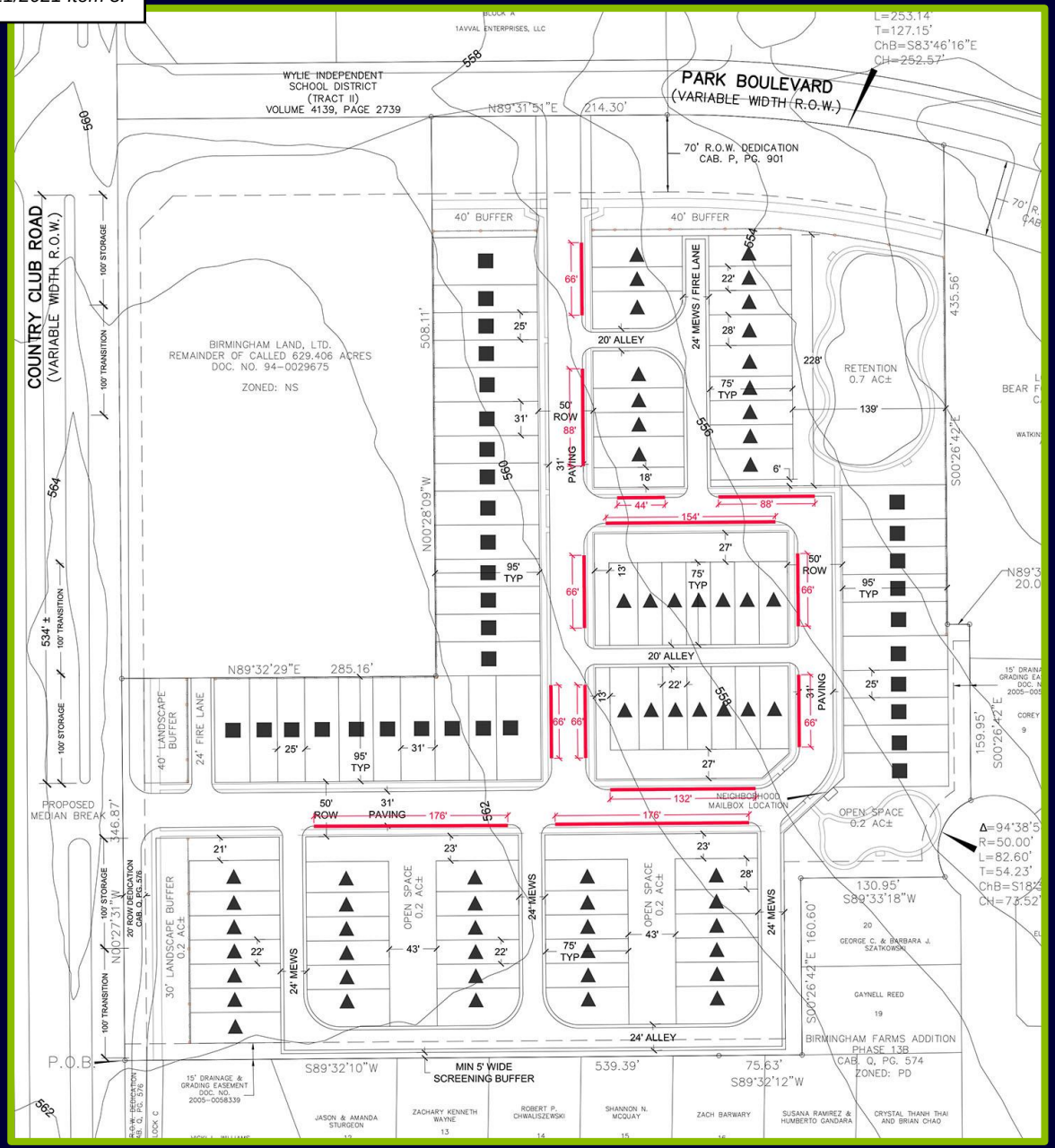


DEVELOPMENT STANDARDS

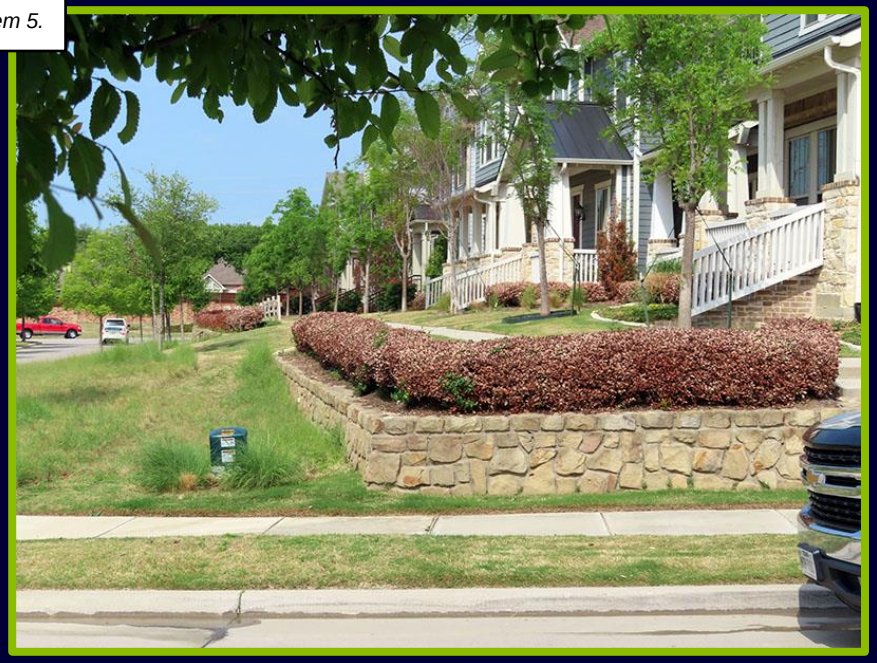
Lot Type	TYPE 1	TYPE 2
LOT SIZE		
Minimum Lot Area (SQ FT)	2375	1650
Minimum Lot Width (FT)	25	22
Minimum Lot Width-Corner Lot (FT)	30	27
Minimum Lot Depth (FT)	95	75
Minimum Lot Depth-DBL Frontage Lot (FT)	NA	NA
DWELLING REGULATIONS		
Minimum Square Footage	1400	1400
YARD REGULATIONS-MAIN STRUCTURE		
Front Yard (FT)	20	10
Side Yard-Interior Lot (FT)	0	0
Side Yard-End Lot (FT)	5	5
Side Yard of Corner (FT)	5	5
Rear Yard (FT)	10	5
Rear Yard-DBL Frontage Lot (FT)	NA	NA
Lot Coverage	75%	75%
HEIGHT OF STRUCTURES		
Main Structure (FT)	40	40
Accessory Structure (FT)	14	14

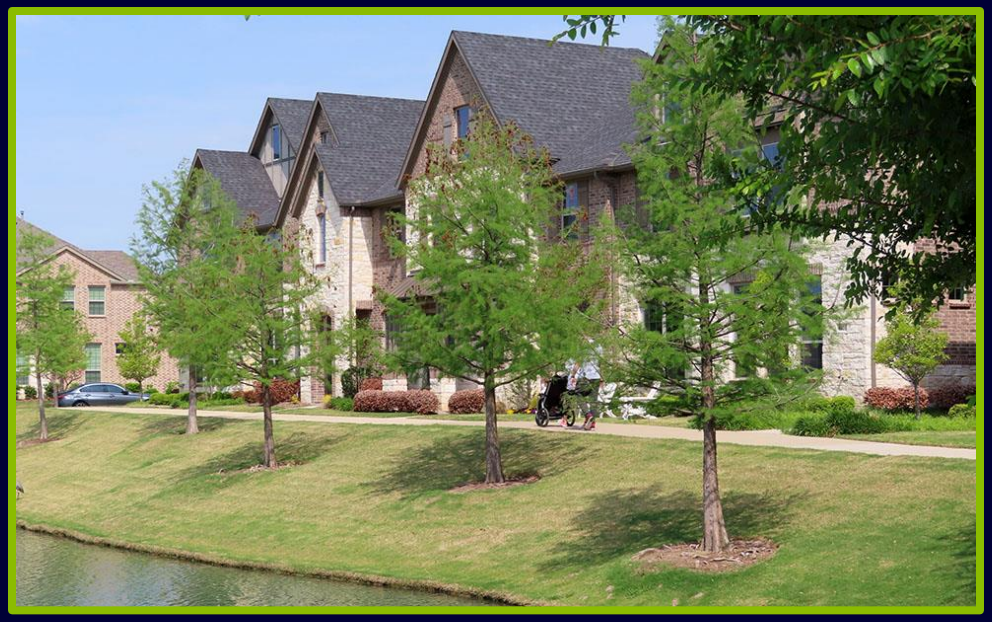
VISITOR PARKING

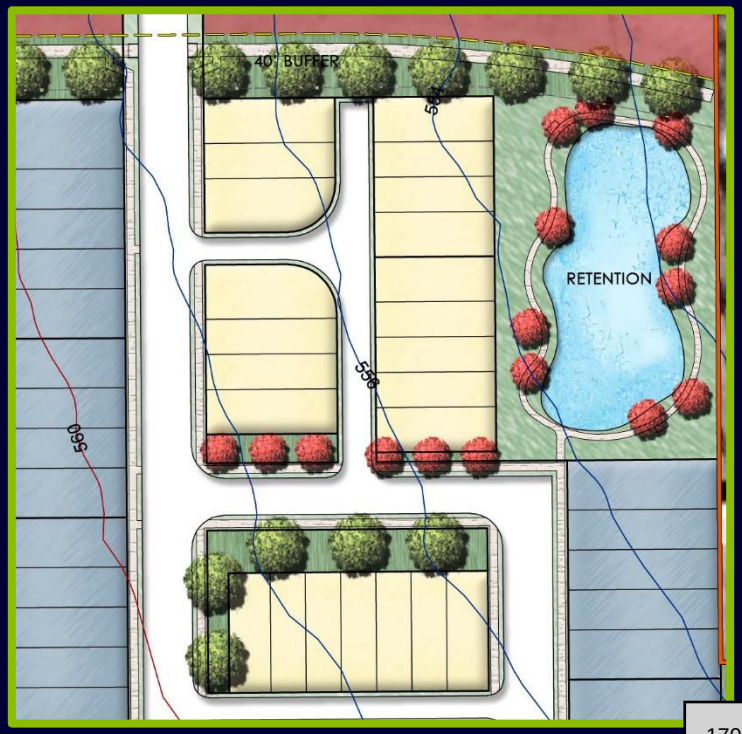
57 ON-STREET VISITOR PARKING SPACES



Attached Greens

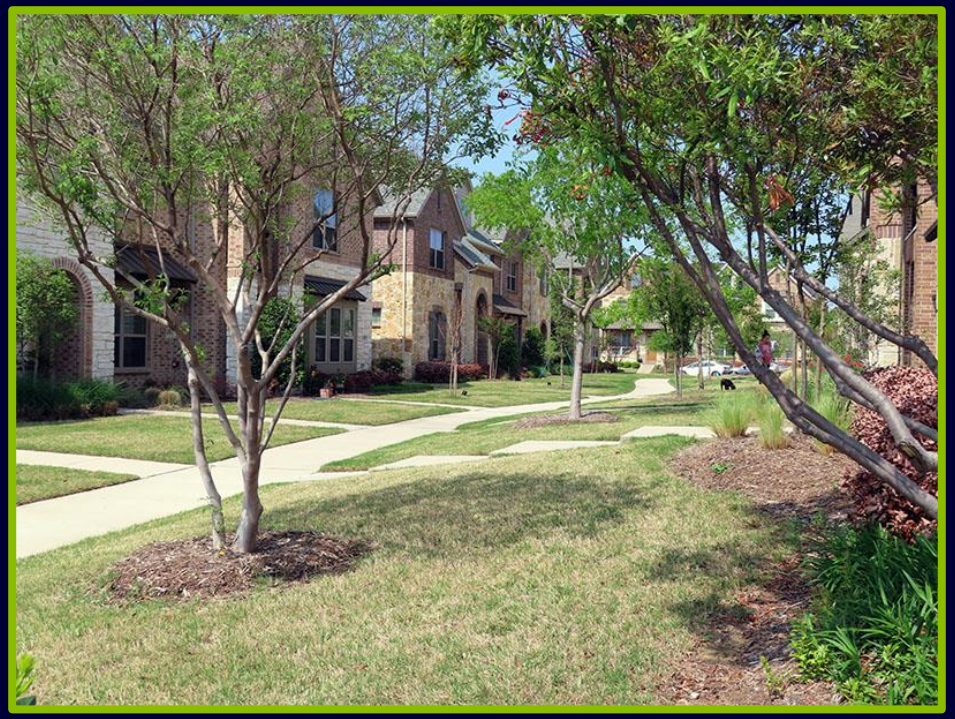


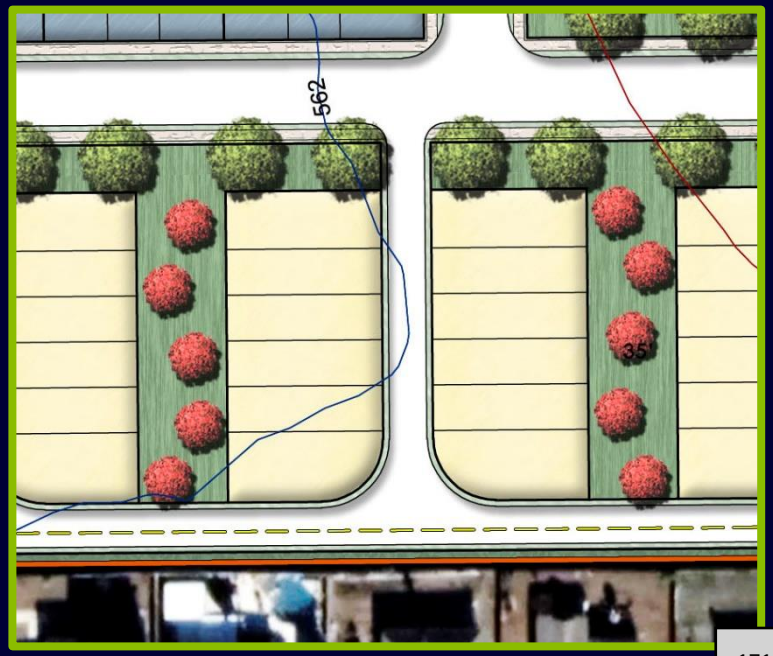




Mews Lots



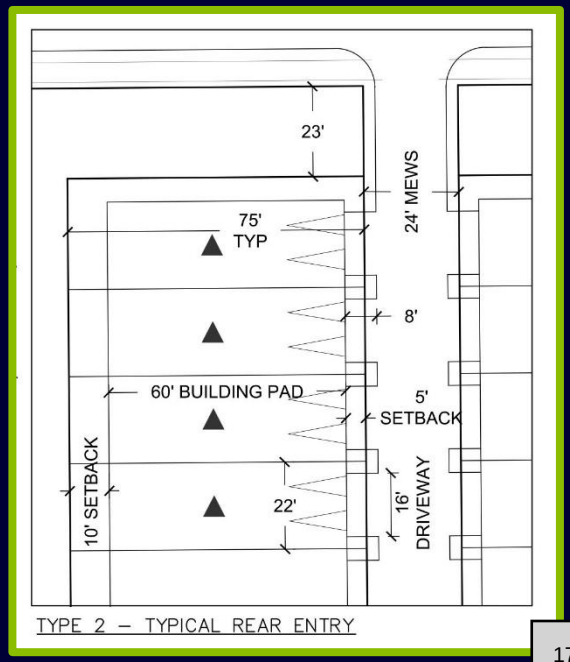




NEIGHBORHOOD CONCEPT



- 95 Townhomes
- Integrated Design
- Open Spaces Dispersed Throughout Neighborhood (15% of Site-Minimum)
- Mews-Lots Fronting Common Green



CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Single Family 10/24 (SF 10/24) to Commercial Corridor (CC), to allow for commercial development on 0.433 acres located at 605 Parker Road (ZC2021-08).

Recommendation

Motion to approve a request for a change of zoning from Single Family 10/24 (SF 10/24) to Commercial Corridor (CC), to allow for commercial development on 0.433 acres located at 605 Parker Road (ZC2021-08).

Discussion

OWNER: Vijay Thangughal **ENGINEER: Boundary Solutions**

The applicant is requesting to rezone 0.433 acres being the front portion of Lot 1, Block A of Gregorian Homes located at 605 Parker Road. The property is currently zoned Single Family 10/24. The reason for the requested rezoning is to allow for an office development to be utilized by the property owner.

In 2019, the applicant requested, and was approved for, rezoning of this property to SF -10/24 to build a single-family home. The zoning exhibit included in that case showed a single-family home set back 350' off of Parker to allow for potential rezoning on the frontage to Commercial. This request to rezone a 200' deep frontage along Parker Road to Commercial is to allow the applicant to build, own, and operate an office use.

A preliminary layout and sample elevations have been included for reference.

If zoning is approved, replatting and site plan approval will be required for the commercial development to commence.

The properties adjacent to the subject property are zoned agricultural to the east, west, and south. The property to the north is located outside of the city limits. The subject property lies within the General Urban Sector of the Comprehensive Land Use Plan. The proposed zoning is compatible with the Plan.

Notifications/Responses: 4 notifications were mailed; with no responses received in opposition or in favor of the request.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Locator Map

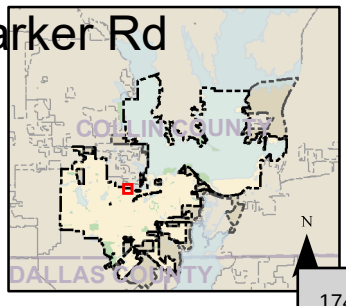


ZC 2021-08; Gregorian (formerly Thanguhal); 605 Parker Rd

Subject Property

0 115 230 460 690 920 Feet

CITY OF WYLIE





Oncor Right-Of-Way
Vol. 573 Pg. 312

96.02' S 87° 05' 03" W

25' R.Y.D.

Proposed
Lot 1A
Block A
1.091 Acres
(Existing zoning)
SF-10/24

Existing Garage

58'-8"
57'-5"
Existing House

10' S.Y.D.

485.82' S 00° 39' 32" E

10' S.Y.D.

501.54' N 00° 30' 39" W

25' F.Y.D.

94.65' S 89° 28' 57" E

10' Landscaping/Screening & Rear Yd.

Called 2.543 Acres
Timothy Whitcomb Bennett
CC# 20080908000883900

Lot 1 Block A
Faith Lutheran
Church Addition

20'-0"
22'-10 1/2"
NEW BUILDING
1,200 S.F.
60'-0"

10' Landscaping/Screening & Side Yd.

200' S 00° 39' 32" E

24' fire lane
HC
B
10' x 20' spaces
2
1
96'-6"

200' N 00° 30' 39" W

Proposed
Lot 1B
Block A
.488 Acres
Proposed
Zoning - CC

25' F. Yd

10' Landscaping/Screening & Side Yd.

20' Util ease

24'-0"

94.12' S 89° 28' 57" E

120 ft to Fire Hydrant

605 Parker Rd

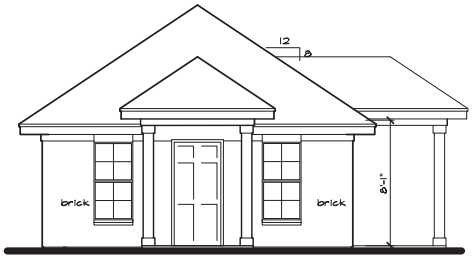
REGISTERED ARCHITECT
STATE OF TEXAS
RMS

creativearchitects
www.creative-architect.com
scott@cra-ar.com
972-530-4872

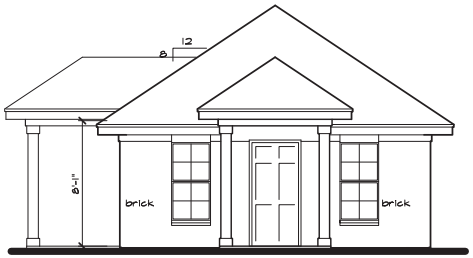
Lot 1 Block A
Gregorian Homes
1.52 Acres
Wylie, Texas

Zoning Exhibit
North
1"=40'

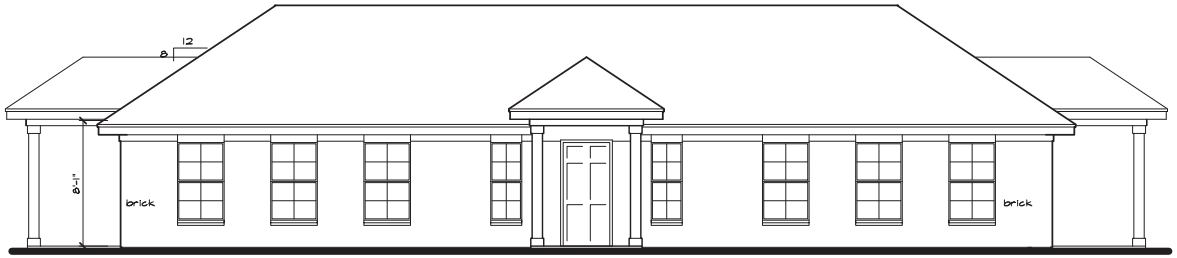
2021710
1/31/21



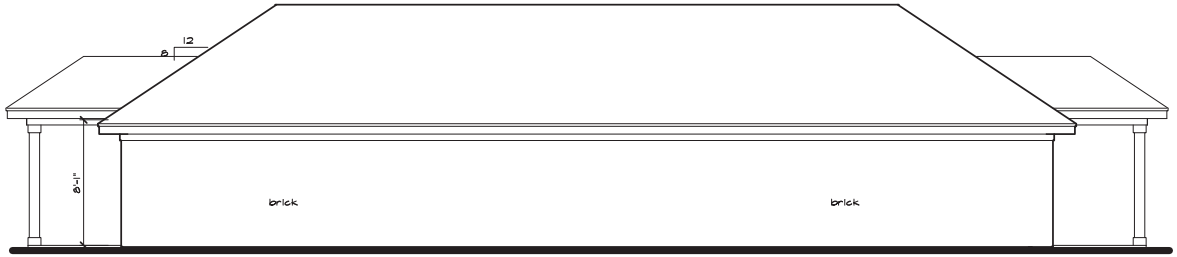
(South) Rear Elev. 1/8" = 1'-0"



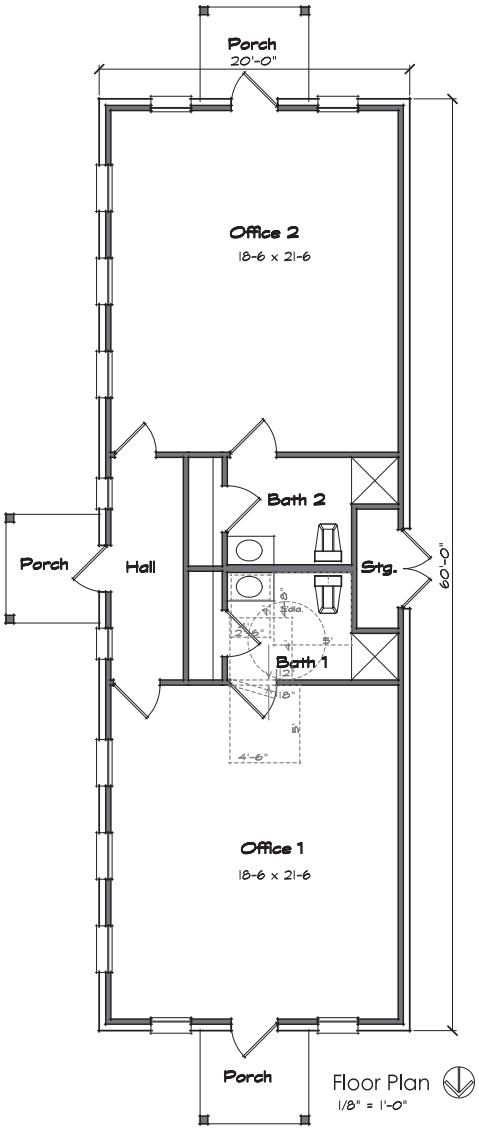
(North) Front Elev. 1/8" = 1'-0"



(East) Left Elev. 1/8" = 1'-0"



(West) Right Elev. 1/8" = 1'-0"



Floor Plan 1/8" = 1'-0" NORTH

revisions:

Preliminary - Not for Construction

Office Building
605 Parker
Wylie, Texas

creativearchitects
scott b. roberts, architect
1026 creekwood drive
garland, texas 75044
972-530-4572
www.creative-architect.com
scott@c-ar.com

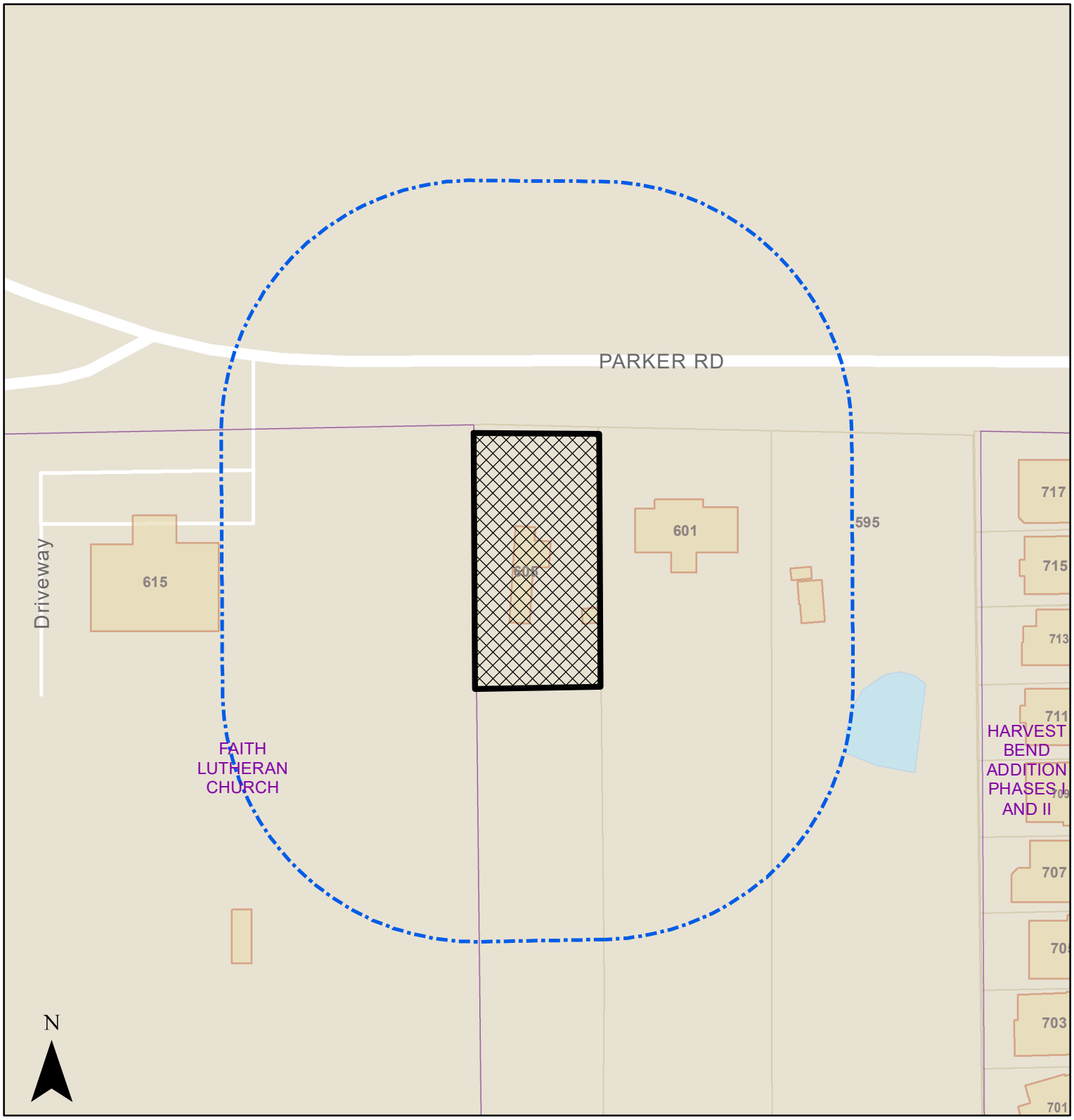
a1

2021710

february 3, 2021

copyright 2021
creative architects

Notification Map



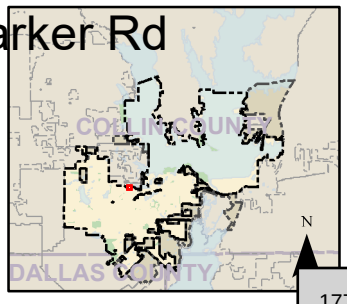
ZC 2021-08; Gregorian (formerly Thanguhal); 605 Parker Rd

200 Foot Notifcation Buffer

Subject Property

0 50 100 200 300 400 Feet

CITY OF WYLIE



CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: Melissa Beard

Subject

Consider, and act upon, Ordinance No. 2021-28 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section I (Water and Sewer Fees), Subsection C (Sewage Collection and Treatment Rates).

Recommendation

Motion to approve Ordinance No. 2021-28 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section I (Water and Sewer Fees), Subsection C (Sewage Collection and Treatment Rates).

Discussion

On December 14, 2020, Council directed the City Manager to explore applying senior sewer rates to utility customers residing in multi-family facilities. Currently, no senior rates are extended to multi-family facilities because traditionally, multi-family facilities are mixed with senior and non-senior occupants. Sewer costs are not billed individually by the City, but to the property management of these facilities based on the number of units in the complex times the regular flat rate of $51.99. The amount subsequently charged to individual occupants of the complex is determined by the property management company, not the City of Wylie.

There is one multi-family facility in the City that is an age restricted senior multi-family facility according to Collin Appraisal District records. Staff recommends amending the Comprehensive Fee Schedule to allow age restricted senior multi-family facilities to be billed for sewer services at the senior sewer flat rate, currently $36.67.

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-17, AS AMENDED, APPENDIX C, WYLIE COMPREHENSIVE FEE SCHEDULE, SECTION I (WATER AND SEWER FEES), SUBSECTION C (SEWAGE COLLECTION AND TREATMENT RATES); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has adopted a comprehensive fee schedule ("Comprehensive Fee Schedule") for the City of Wylie, Texas ("Wylie"), which is codified in Appendix C to the Wylie Code of Ordinances, Ordinance No. 2021-17, as amended ("Code of Ordinances"); and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend the following provisions of the Comprehensive Fee Schedule as provided herein: Section I (Water and Sewer Fees), Subsection C (Sewage Collection and Treatment Rates);

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances. Appendix C (Comprehensive Fee Schedule) of the Code of Ordinances is hereby amended as follows:

C. Sewage Collection and Treatment Rates.

(3) The following monthly sewage collection and treatment rates shall apply to each apartment unit, multiple-family unit, or mobile home space and special areas such as washeteria, swimming pools, etc., where the apartment, multiple-family development or mobile home park is on a master meter for water consumption with the City of Wylie, Texas:

(a)	Age restricted Senior Multiple Family Facility	$36.67
(b)	All other customers	$51.99

SECTION 3: Penalty. Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars ($2,000.00) if the violation relates to the public health and

sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars ($500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Savings/Repealing. All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 11th day of May 2021.

_____
Matthew Porter, Mayor

ATTESTED AND
CORRECTLY RECORDED:

_____
Stephanie Storm, City Secretary

Date to be published in *The Wylie News* – May 19, 2021

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement pending Annexation, between the City of Wylie, Norwood Brown and Jenn Quattrone-Brown (owner Tract 1), Samuel Sims and Ann Sims (owner Tract 2 and 2.1) and Skorberg Retail Corporation (Applicant - Beaver Creek Estates) for the development of a single family planned development generally located on Beaver Creek Road and Green Meadows Way.

Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement pending Annexation, between the City of Wylie, Norwood Brown and Jenn Quattrone-Brown (owner Tract 1), Samuel Sims and Ann Sims (owner Tract 2 and 2.1) and Skorberg Retail Corporation (Applicant - Beaver Creek Estates) for the development of a single family planned development generally located on Beaver Creek Road and Green Meadows Way.

Discussion

The applicant and associated property owners have requested to enter into a Development Agreement with the City of Wylie for the potential annexation of property on the southside of Beaver Creek Road adjacent to the existing Bozman Farms subdivision with the intent to request rezoning of said property as a single-family residential addition to the City of Wylie.

Currently, the property consists of three tracts of land of 17.06 acres, 3.5152 acres, and 8.61 acres, all within Wylie's ETJ.

The Development Agreement states that the owners of Tracts 1, 2, and 2.1 will voluntarily petition the City for annexation and the applicant will request rezoning of the property.

The zoning request will be a Planned Development with a zoning exhibit and development standards similar to those presented in Exhibits 'B' and 'C' of the Development Agreement, respectively.

The applicant is proposing 112 residential lots on ~29 acres, three open space lots, and proposed improvements that may connect to the Bozman trail system. The applicant's stated intent is to maintain the same general development design conditions of Bozman Farms.

The applicant will dedicate right-of-way for the future expansion of Beaver Creek Road and pay impact fees. The second point of access is proposed to be emergency only gated access as Fox Hollow Road is a narrow county-maintained road.

A complete PD amendment will be presented to the Planning and Zoning Commission and City Council for consideration should this agreement and the annexation be approved.

The Development Agreement also addresses building materials as it relates to HB 2439.

The applicant understands that approval of this agreement is not a guarantee of zoning approval.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City Manager
City of Wylie
300 Country Club Road
Wylie, Texas 75098

DEVELOPMENT AGREEMENT
(Beaver Creek Estates)

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and among the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City"), **NORWOOD BROWN & JENN QUATTRONE-BROWN** (collectively, "Tract 1 Owner"), **SAMUEL SIMS & ANN SIMS** (collectively, "Tract 2 & 2.1 Owner" and together with Tract 1 Owner, the "Owners") and **SKORBURG RETAIL CORPORATION**, a Texas Corporation or its Assigns ("Developer"), on the terms and conditions hereinafter set forth. City, Owners and Developer are individually and collectively referred to herein, respectively, as "Party" or "Parties."

WHEREAS, Tract 1 Owner represents and warrants that they are the sole owner of that certain 17.06 +/- acres of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, within the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit A-1, attached hereto and incorporated herein for all purposes ("Tract 1 Property"); and

WHEREAS, Tract 2 & 2.1 Owner represents and warrants that they are the sole owner of that certain 12.1252 +/- acres of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, within the City's ETJ, as more particularly described in Exhibit A-2 and A-2.1, both of which are attached hereto and incorporated herein for all purposes ("Tract 2 & 2.1 Property" and together with the Tract 1 Property, the "Property"); and

WHEREAS, Developer and Owners desire the City to annex and zone the Property to Planned Development – Single Family consistent with the PD Zoning Exhibit, the Development Standards, and Building Materials Standards described herein; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement for property that is currently located in the ETJ of the City; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties desire to agree on the matters set forth in this Agreement pursuant to and in accordance with Section 212.172 of the Texas Local Government Code, and pursuant to Chapter 43, Subchapter C-3, Texas Local Government Code; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a petition

for the voluntary annexation of the Property under the provisions of Subchapter C-3, Chapter 43, Texas Local Government Code, and within ten (10) calendar days of the Effective Date of this Agreement, each Owner and Developer shall submit a complete annexation application ("Annexation Application"), on a form approved by City, with Developer paying all costs associated therewith, voluntarily requesting the City Council annex the Property in accordance with Section 43.0671 of the Texas Local Government Code, and said Annexation Application shall include any and all documents, signatures and/or other information required by Texas law and/or City's ordinances, rules and regulations, as they exist, may be amended or in the future arising, and upon the request of the City, each Owner shall promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law; and

WHEREAS, after submission of a complete Annexation Application by each Owner and Developer, City staff will place the Annexation Applications on the next available City Council agenda for its consideration and possible action, in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, which if approved will annex the Property into the corporate limits of the City after the City completes all applicable procedures and public hearing(s) required by Texas law ("Annexation Ordinance"); and

WHEREAS, provided the City Council adopts the Annexation Ordinance, each Owner and Developer, if necessary, shall, within ten (10) business days of the City Council's adoption of the Annexation Ordinance, submit a zoning application, on a form approved by City, with Developer paying all costs associated therewith, requesting the City Council amend the Zoning Ordinance for the purpose of including the Property in the Zoning Ordinance and further establishing planned development zoning on the Property consistent with the Zoning Exhibit (attached hereto as Exhibit B and incorporated herein for all purposes) as well the Development Standards (attached hereto as Exhibit C and incorporated herein for all purposes) as well the Building Materials Standards (attached hereto as Exhibit D and incorporated herein for all purposes) (the "Zoning Application"). The Zoning Application shall include any and all documents, signatures and/or other information required by City's ordinances, rules and regulations, as they then exist; and

WHEREAS, within 45 days after the submission of the Zoning Application, City staff will place the Zoning Application on a Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action; and

WHEREAS, within 30 days after P&Z takes action on the Zoning Application, City Staff will place the Zoning Application on a City Council agenda for its consideration and possible action, which if approved, will include the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained

herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Council Approval.** This Agreement is strictly contingent on and shall not be effective until the City Council's consideration and approval and the attendant authorization of the City Manager to execute the same (collectively, "City Council Approval").

2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property, including the Tract 1 Property and the Tract 2 & 2.1 Property. Tract 1 Owner represents and warrants that they are the sole owner of the Tract 1 Property. Tract 2 & 2.1 Owner represents and warrants that they are the sole owner of the Tract 2 & 2.1 Property.

3. **Annexation/Enforcement/Waiver and Release/Term.**

   (a) The Property is outside the City's corporate limits and that the City has not identified the Property in its annexation plan, if such a plan exists. The Property is eligible for annexation under Subchapter C-3, Chapter 43 of the Texas Local Government Code, and this Agreement constitutes a petition for annexation of the Property with the consent of the owner thereof in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code. Except as otherwise provided herein, Owner and/or the Developer, at his or its sole cost and expense, shall be required to provide, construct and/or install any and all public improvements necessary to connect the Property to existing City improvements and to serve the Property.

   (b) Within ten (10) calendar days of the Effective Date of this Agreement, each Owner and Developer shall submit an Annexation Application, requesting the City Council to voluntarily annex the Property. Upon the request of the City, each Owner and Developer shall promptly execute all other applications and documentation to petition for annexation as required by Texas law. Owners and Developer represent and warrant that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City staff shall diligently process the Annexation Application in accordance with applicable City ordinances and state law, and each Owner and Developer hereby acknowledges and agrees that City makes no warranties and/or guarantees with regard to the outcome of the Annexation Application. Owners and Developer shall bear all reasonable and necessary costs associated with the Annexation Application.

   (c) Owners and Developer acknowledge and agree that this Agreement meets the requirement set forth in Section 43.016 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to any of the Owners or the Developer under Section 43.016 of the Texas Local Government Code, if applicable.

(d) **UNLESS OTHERWISE EXPRESSLY STATED HEREIN, DEVELOPER AND OWNERS HEREBY WAIVE, RELEASE, DISCHARGE, RELINQUISH AND HOLD HARMLESS THE CITY OF AND FROM ANY AND ALL RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE UNDER SECTIONS 43.056, 43.062, 43.065, OR ANY OTHER PROVISION OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, RESULTING FROM THE CITY'S FAILURE TO PROVIDE ANY ADDITIONAL INDIVIDUAL NOTICE TO DEVELOPER OR OWNERS REGARDING THE ANNEXATION AS CONTEMPLATED IN THIS AGREEMENT. THIS SECTION 3(D) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(e) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement, Developer shall have the right to terminate this Agreement with written notice to the City.

4. **Zoning.** In accordance with the provisions of Section 212.172, Texas Local Government Code, as amended, Owners and Developer agree that from the Effective Date of this Agreement until such time as the Annexation Ordinance is approved and becomes effective in accordance with the City Charter and applicable law, the use and development of the Property shall be subject to all applicable ordinances, rules, and regulations of the City, as they exist, may be amended or in the future arising (collectively, the "Regulations"), including but not limited to the Subdivision Ordinance, the Zoning Ordinance and all building and fire codes. During such time period, the City shall be entitled to enforce the Regulations in the same manner as if the Property was located wholly within the corporate limits of the City. Owners and Developer shall not construct or permit the construction of any buildings on the Property until the part or parcel of the Property has been properly subdivided, annexed into and permanently zoned by the City, subject to the terms of this Agreement. Owners and Developer will not request final approval of any type of plat or other development document for any part or parcel of the Property with Collin County, the City or otherwise until such part or parcel of the Property has been properly annexed into the City. Subject to the terms of this Agreement, the Owners and Developer agree to obtain permits and inspections from the City and pay all related fees to the City. Provided the City Council adopts the Annexation Ordinance, Owners and Developer, if necessary, shall, within thirty (30) days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance in accordance with the Zoning Application. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Agreement, City ordinances and applicable state law, as amended. Notwithstanding anything the contrary herein, the City makes no warranties or guarantees with regard to the outcome of the Zoning Application; provided, however, that if the City fails to approve the Zoning Application or approves, without Developer's prior consent, zoning on the Property that is different than that proposed in the Zoning Application, Developer shall have the right to terminate this Agreement and demand disannexation from the corporate limits of the City. Within thirty (30) days of receipt of such notice, the City shall disannex the Property.

5. **Permits.**

(a) During the term of this Agreement, Developer and Owners, if applicable, must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment and Preliminary Plat, before any development of the Property can occur, unless the City expressly waives such requirement in writing.

(b) **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, PLANNING AND ZONING COMMISSION MEMBERS, OFFICERS, EMPLOYEES AND AGENTS OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS SECTION, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6. **Impact Fees and Credits.** Impact fees and credits relating to the Property and the development thereof shall be in accordance with the City's ordinances and Chapter 395, Texas Local Government Code.

7. **Default/Waiver and Release.**

(a) In the event Developer or Owners fail to comply with the terms and conditions of this Agreement with respect to the obligations of each such party, the City shall have the following remedies with respect to each such party, in addition to City's other rights and remedies:

a. to refuse to issue building permits on each such owner's property;

b. to refuse to approve any engineering plans;

c. to initiate a zoning change on the subject tract;

d. to terminate this Agreement;

e. to disannex the subject tract, if annexed pursuant to this Agreement; and/or

f. to seek specific performance of this Agreement.

(b) In the event City fails to comply with the terms and conditions of this Agreement, Developer or Owners may seek specific performance of this Agreement as its/their sole and exclusive remedy.

8. **Covenant Running with the Land; Expiration.** This Agreement shall be a covenant running with the land and Property and shall be binding on Developer and Owners and their respective successors and assigns. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the

foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement.

9. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the matters expressly set forth herein. Except as otherwise provided herein, this Agreement does not affect, waive, or limit any applicable City ordinance or regulations, including without limitation, those relating to property taxes, utility rates, permit fees, inspection fees, development fees, impact fees, tap fees, pro-rata fees and the like.

10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights in, upon and/or to the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, and nothing in this Agreement provides the City with fair notice of any project of the Developer and/or Owners. **EACH DEVELOPER AND OWNER FURTHER EXPRESSLY WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY RIGHT TO CLAIM THIS AGREEMENT IS A PERMIT UNDER SECTION 212.172 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Condemnation Procedures/Rights Waiver**. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER AND EACH OWNER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER AND EACH OWNER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**

12. **Miscellaneous Provisions.**

a. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of each Owner and Developer.

b. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the Parties hereto. This Agreement may not be assigned by any Owner and/or Developer, in whole or in part, unless the following conditions are satisfied, without which such assignment shall be null and void and of no force and effect:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment");

(ii) the Assignment must expressly contain, among any other reasonable requirements and/or conditions of City, an acknowledgment and agreement

that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, or any portion thereof, contemplated herein, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) the assigning Developer or Owners, as applicable, will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and

(iv) the assigning Developer or Owners, as applicable, shall provide City with a file-marked copy of the Assignment within ten (10) business days of filing the same.

Upon any such assignment as provided above, the assignor shall be released from any further liability hereunder provided the Assignment includes a provision expressly stating that the assignee is accepting and obligating itself for any and all prior duties, obligations, covenants and/or defaults of the assignor.

This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern.

c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:
City of Wylie
Attn: City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6000
Email: chris.holsted@wylietexas.gov

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: [redacted]

If to Tract 1 Owner, addressed to them at:
NORWOOD BROWN & JENN QUATTRONE-BROWN
610 Rivercove Dr
Garland, TX 75044
Phone: 469-366-5140
Email: [redacted]
Email: [redacted]

If to Tract 2 & 2.1 Owner, addressed to them at:
SAMUEL G SIMS & ANN B SIMS
400 Fox Hollow
Wylie, TX 75098
Phone: 214-649-1154
Email: [redacted]

If to Developer, addressed to it at:
SKORBURG REATAIL CORPORATION
8214 Westchester Dr., Ste. 900
Dallas, TX 75225
Phone: 214-522-4945
Email: [redacted]

With a Copy to:
Brad R. Williams
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
214.745.5264
[redacted]

d. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.

e. **Warranties/Representations.** All warranties, representations and covenants made by a Party to any other Party in this Agreement, or in any certificate or other instrument delivered by a Party to any other Party under this Agreement, shall be considered to have been relied upon by the receiving Party.

f. **Entire Agreement.** This Agreement contains the entire agreement of the Parties

with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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

h. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

i. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.

j. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

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

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

m. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

n. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not, in any way affect, limit or waive such Party's right thereafter to enforce and compel

strict compliance.

o. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions; provided, however, the City hereby waives its immunity to suit and liability to the extent necessary for Developer or Owner to pursue the express remedies provided herein. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

p. **Reference to Developer.** When referring to "Developer" herein, this Agreement shall refer to and be binding upon each Developer, and their respective officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Developer is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.

q. **Reference to Owner.** When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Owner is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.

r. **Reference to City.** When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

s. **Survival of Covenants.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

t. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below)

will be deemed the effective date of this Agreement ("Effective Date").

[*signature pages follow*]

CITY:

CITY OF WYLIE, TEXAS
a home-rule municipality

By:_____
Chris Holsted, City Manager
Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, City Manager of the City of Wylie, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

SKORBURG RETAIL CORPORATION, a Texas Corporation

By: _____
Printed Name: ADAM J. BUCZEK
Title: DIRECTOR
Date: 4/29/2021

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 30th day of April, 2021, by Adam Buczek, SKORBURG REATAIL CORPORATION.

HUMBERTO JOHNSON
Notary ID #132479174
My Commission Expires
May 15, 2024

_____
Notary Public, State of Texas

TRACT 1 OWNER:

By: _____
NORWOOD BROWN, Tract 1 Owner
Date: 04/30/21

By: _____
JENN QUATTRONE-BROWN, Tract 1 Owner
Date: 4/30/21

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Norwood Brown & Jenn Quattrone-Brown.

_____
Notary Public, State of Texas

TRACT 2 & 2.1 OWNER:

By: _____
SAMUEL SIMS, Tract 2 & 2.1 Owner
Date: 30 April 2021

By: _____
ANN SIMS, Tract 2 & 2.1 Owner
Date: 30 April 2021

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Samuel Sims and Ann Sims.

_____
Notary Public, State of Texas

Exhibit A-1
Legal Description of the Tract 1 Property

BEING a tract of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, being conveyed to J.S. Freeman LLC as recorded in Volume 5582, Page 277 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Railroad Spike found for corner near the centerline of Fox Hollow (County Road 732), being in the West boundary line of Beaver Creek Estates, Section Two, an addition in Collin County, Texas according to the plat thereof recorded in Cabinet B, Page 202, of the Plat Records of Collin County, Texas, being the Northeast corner of a tract of land conveyed to Samuel and Ann Sims as recorded in Volume 4992, Page 3295 of the Deed Records of Collin County, Texas, and being the Southeast corner of said J. S. Freeman LLC tract;

THENCE South 89 degrees 07 minutes 00 seconds West, passing a 5/8 inch yellow-capped iron rod found for reference at a distance of 30.00 feet, continuing a total distance of 1,028.23 feet to a ½ inch iron rod found for corner in an East line of the City of Dallas Lake Ray Hubbard as described in a deed filed for record in Volume 725, Page 817 of the Deed Records of Collin County, Texas;

THENCE along the Northeasterly line of said City of Dallas tract the following courses and distances: North 35 degrees 11 minutes 14 seconds West, a distance of 35.29 feet to a City of Dallas Concrete Monument No. FF-32-4 found for a common corner; North 53 degrees 33 minutes 27 seconds West, a distance of 300.38 feet to a City of Dallas Concrete Monument No. FF-32-3 found for a common corner; North 66 degrees 22 minutes 39 seconds West, (Directional Control) a distance of 546.42 feet to a ½ inch iron rod found for a common corner; North 65 degrees 24 minutes 39 seconds West, a distance of 166.29 feet to a City of Dallas Concrete Monument No. FF-32-1 found for a common corner; North 16 degrees 24 minutes 21 seconds East, a distance of 20.90 feet to a ½ inch iron rod found for corner near the centerline of Beaver Creek Road (County Road 1105);

THENCE along the centerline of Beaver Creek Road (County Road 1105) adjoining and adjacent to the common boundary line of a tract of land conveyed to Bozman Land Partners, LTD. as recorded in Volume 5085, Page 2320 of the Deed Records of Collin County, Texas; North 88 degrees 56 minutes 59 second East, a distance of 937.07 feet to ½ inch iron rod found for corner; South 88 degrees 10 minutes 26 seconds East, a distance of 592.20 feet to a ½ inch iron rod found for corner; South 88 degrees 00 minutes 20 seconds East continuing along the centerline of said Beaver Creek Road, 399.99 feet to a 60d nail found for corner at the intersection of the centerline of said Beaver Creek Road (County Road 1105) and Fox Hollow (County Road 732), a 5/8 inch yellow-capped iron rod found for reference bears South 45 degrees 59 minutes 08 seconds West, a distance of 41.31 feet;

THENCE South 00 degrees 53 minutes 00 seconds East, a distance of 484.06 feet to the PLACE OF BEGINNING and containing 17.06 acres of land of which approximately 1.38 of an acre lies within said roads.

Exhibit A-2
Legal Description of the Tract 2 Property

All that certain lot, tract or parcel of land situated in the JOHN JOUETT SURVEY, ABSTRACT NO. 475, COLLIN County, Texas, and being a part of that 12.125 acres as described in a Warranty Deed from Arapaho East, Inc. to Eleanor W. Tranchin, dated July 8, 1994 and being recorded in Clerk's file no. 94-0066661 of the Land Records of COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for corner at the Northwest corner of a 1.7 acres tract of land as described in a Warranty deed from Frances Campbell and Audrey Wallace to Diane E. Stone, as recorded in Volume 4831, Page 1123 of the Land Records of COLLIN County, Texas;

THENCE South 00 degrees 17 minutes 25 seconds East along the West line of said 1.7 acres tract, a distance of 247.02 feet to a City of Dallas concrete monument (FF 28-2, FF 32-9) found for corner in the Take line for Lake Ray Hubbard;

THENCE in a Northwesterly direction along said take line, as follows:

North 41 degrees 40 minutes 50 seconds West, a distance of 191.15 feet to City of Dallas concrete monument (FF 32-8) found for corner;

North 25 degrees 57 minutes 51 seconds West, a distance of 93.71 feet to a City of Dallas concrete monument (FF 32-7) found for corner;

North 65 degrees 36 minutes 15 seconds West, a distance of 160.73 feet to a City of Dallas concrete monument (FF 32-6) found for corner;

North 46 degrees 37 minutes 09 seconds West, a distance of 416.19 feet to a City of Dallas concrete monument (FF 32-5) found for corner;

North 35 degrees 11 minutes 14 seconds West, a distance of 96.57 feet to a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 89 degrees 07 minutes 00 seconds East a distance of 567.40 feet to a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 00 degrees 53 minutes 00 seconds West a distance of 215.00 feet to a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 89 degrees 07 minutes 00 seconds East, at 273.91 feet pass a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 303.91 feet to a point for corner in the pavement of County Road 732 (Fox Hollow) and being in the West boundary line of BEAVER CREEK ESTATES, SECTION TWO, an Addition to COLLIN County, Texas, according to the Plat thereof recorded in Volume B, Page 202 of the Map Records of COLLIN County, Texas;

THENCE South 00 degrees 53 minutes 00 seconds East along County Road 732 and with the West boundary line of said Addition, a distance of 635.11 feet to a point for corner;

THENCE South 88 degrees 44 minutes 17 seconds West, at 30.51 feet pass a ½ inch iron rod found for witness and continuing for a total distance of 206.33 feet to the POINT OF BEGINNING and CONTAINING 8.61 acres of land, more or less.

Exhibit A-2.1
Legal Description of the Tract 2.1 Property

All that certain lot, tract or parcel of land situated in the JOHN JOUETT SURVEY, ABSTRACT NO. 475, COLLIN County, Texas, and being a part of that 12.125 acres as described in a Warranty Deed from Arapaho East, Inc. to Eleanor W. Tranchin, dated July 8, 1994 and being recorded in Clerk's file no. 94-0066661, of the Land Records of COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the pavement of County Road 732 (Fox Hollow) at the Northeast corner of said 12.125 acres tract, said point being in the West boundary line of BEAVER CREEK ESTATES, SECTION TWO, an Addition to COLLIN County, Texas, according to the Plat thereof recorded in Volume B, Page 202 of the Map Records of COLLIN County, Texas;

THENCE South 00 degrees 53 minutes 00 seconds East, along County Road 732 and with the West boundary line of said Addition, a distance of 15.00 feet to a point for corner;

THENCE South 89 degrees 07 minutes 00 seconds West, at 30.00 feet pass a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 303.91 feet to a ½ inch iron rod with yellow plastic cap stamped "R.S..C.I. RPLS 5034" set for corner;

THENCE South 00 degrees 53 minutes 00 seconds East, a distance of 215.00 feet to a ½ inch iron with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE South 89 degrees 07 minutes 00 seconds West, a distance of 567.40 feet to a ½ inch iron with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the City of Dallas take line for Lake Ray Hubbard and the West line of said 12.125 acres tract;

THENCE North 35 degrees 11 minutes 14 seconds West along said City of Dallas tract and the West line of said 12.125 acres, a distance of 278.43 feet to a 5/8 inch iron rod found for corner at the Northwest corner of said 12.125 acres tract;

THENCE North 89 degrees 07 minutes 00 seconds East at 998.23 feet pass a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 1028.23 feet to the POINT OF BEGINNING and CONTAINING 3.51 acres of land, more or less.

Exhibit B
Zoning Exhibit

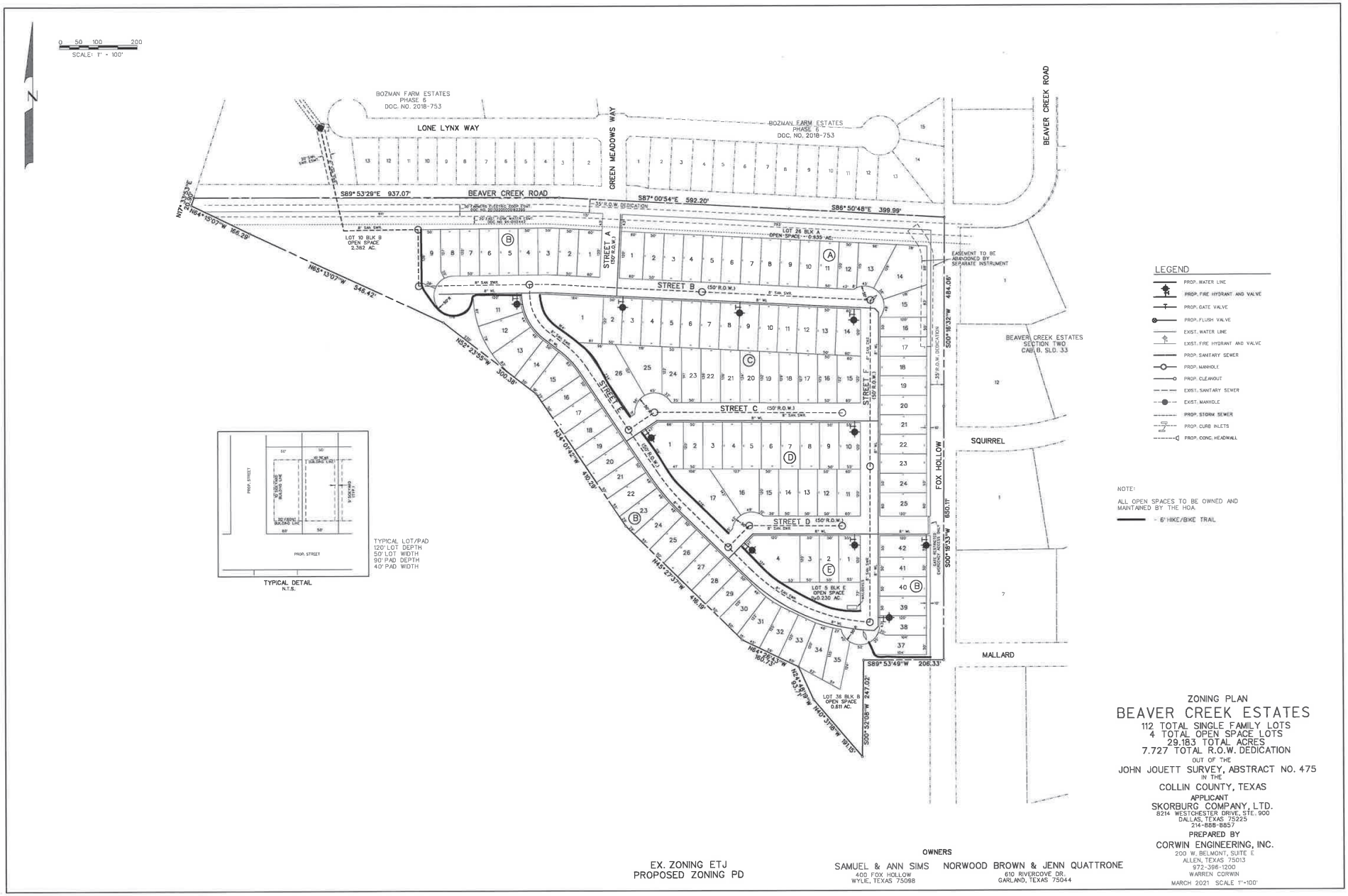

0 50 100 200
SCALE: 1" = 100'
N
BOZMAN FARM ESTATES
PHASE 6
DOC. NO. 2018-753
LONE LYNX WAY
GREEN MEADOWS WAY
BOZMAN FARM ESTATES
PHASE 6
DOC. NO. 2018-753
BEAVER CREEK ROAD
LEASE
S89° 53'29"E 937.07'
BEAVER CREEK ROAD
S87° 00'54"E 592.20'
S86° 50'48"E 399.99'
N17° 33'52"E
N64° 15'07"W 168.29'
N65° 13'07"W 546.42'
N52° 23'35"W 300.38'
N34° 01'42"W 490.28'
N45° 27'37"W 486.19'
N64° 26'43"W 168.73'
N24° 45'17"W 93.71'
N10° 31'58"W 191.15'
LOT 10 BLK B
OPEN SPACE
2.382 AC.
LOT 26 BLK A
OPEN SPACE 0.935 AC.
STREET A (50' R.O.W.)
STREET B (50' R.O.W.)
STREET C (50' R.O.W.)
STREET D (50' R.O.W.)
STREET E
STREET F
35' R.O.W. DEDICATION
EASEMENT TO BE ABANDONED BY SEPARATE INSTRUMENT
BEAVER CREEK ESTATES
SECTION TWO
CAB. B, SLD. 33
S00° 16'32"W 484.08'
FOX HOLLOW
S00° 18'33"W 650.11'
SQUIRREL
MALLARD
S89° 53'49"W 206.33'
S00° 52'08"W 247.02'
LOT 5 BLK E
OPEN SPACE
0.230 AC.
LOT 38 BLK B
OPEN SPACE
0.611 AC.
PROP. STREET
PROP. STREET
TYPICAL LOT/PAD
120' LOT DEPTH
50' LOT WIDTH
90' PAD DEPTH
40' PAD WIDTH
TYPICAL DETAIL
N.T.S.
LEGEND
PROP. WATER LINE
PROP. FIRE HYDRANT AND VALVE
PROP. GATE VALVE
PROP. FLUSH VALVE
EXIST. WATER LINE
EXIST. FIRE HYDRANT AND VALVE
PROP. SANITARY SEWER
PROP. MANHOLE
PROP. CLEANOUT
EXIST. SANITARY SEWER
EXIST. MANHOLE
PROP. STORM SEWER
PROP. CURB INLETS
PROP. CONC. HEADWALL
NOTE:
ALL OPEN SPACES TO BE OWNED AND MAINTAINED BY THE HOA.
- 6' HIKE/BIKE TRAIL
EX. ZONING ETJ
PROPOSED ZONING PD
OWNERS
SAMUEL & ANN SIMS
400 FOX HOLLOW
WYLIE, TEXAS 75098
NORWOOD BROWN & JENN QUATTRONE
610 RIVERCOVE DR.
GARLAND, TEXAS 75044
ZONING PLAN
BEAVER CREEK ESTATES
112 TOTAL SINGLE FAMILY LOTS
4 TOTAL OPEN SPACE LOTS
29.183 TOTAL ACRES
7.727 TOTAL R.O.W. DEDICATION
OUT OF THE
JOHN JOUETT SURVEY, ABSTRACT NO. 475
IN THE
COLLIN COUNTY, TEXAS
APPLICANT
SKORBURG COMPANY, LTD.
8214 WESTCHESTER DRIVE, STE. 900
DALLAS, TEXAS 75225
214-888-8857
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
WARREN CORWIN
MARCH 2021 SCALE 1"=100'

Exhibit C
Planned Development Standards

BEAVER CREEK ESTATES

I. PURPOSE

The intent of Beaver Creek Estates is to establish a long-lasting, high-quality community that contributes to the suburban lifestyle in the City of Wylie. Beaver Creek Estates will provide a seamless transition from the Bozman Farms Estates community to the north.

II. GENERAL CONDITIONS:

1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.

2. All regulations of the Single Family 10/24 set forth in Article 3, Section 3.2 of the Comprehensive Zoning Ordinance (adopted as of 2019) shall apply except for the following:

Figure 3-4 - Planned Development – Single Family (PD – SF)	
Lot Size *(Minimum)*	
Lot Area (sq. ft.)	5,900
Lot Width (feet)	50
Lot width of corner Lots (feet)	55
Lot Depth (feet)	100
Dwelling Regulations	
Minimum Square Footage	
Maximum of 20% of the Lots Maximum of 30% of the Lots Minimum of 50% of the Lots	1,800 2,000 2,200
Design Standards Level of Achievement	See Section IV Design Conditions
Yard Requirements – Main Structures	
Front Yard (feet)	20
Side Yard (feet)	5
Side Yard of Corner Lots (feet)	10
Rear Yard (feet)	10
Lot Coverage	60%
Height of Structures	
Main Structure (feet)	36

III. SPECIAL CONDITIONS:

1. Maximum number of residential lots not to exceed 112 lots.
2. No alleys shall be required within the Planned Development.
3. No detached accessory structures shall be built in the rear yard of any lot within the Planned Development.
4. All homes within the community shall have front entry garages.
5. J-swing garage entries are not required.
6. The second point of access on to Fox Hollow Rd. shall be gate restricted for emergency access only.
7. All open space and common area lots shall be owned and maintained by the Homeowners Association in perpetuity.

IV. DESIGN CONDITIONS:

A. Land Design Standards

1. No public open space easements are required in the Planned Development.
2. There shall be a 10' landscape buffer along Beaver Creek Rd & Fox Hollow Rd planted with evergreen shrubs (3 to 5 foot center) and trees (equaling one tree per 50 feet planted in naturalized groups or rows with 20 to 30 foot spacing).
3. A 6' board on board fence shall be constructed by the home builder along Beaver Creek Rd & Fox Hollow Rd. The perimeter fence shall match the aesthetics of the adjacent Bozman Farms Estates perimeter fence to the north.
4. No perimeter walkway along Beaver Creek Rd & Fox Hollow Rd will be required.
5. There shall be a 6' hike and bike trail through the subdivision as shown on the Zoning Exhibit.

B. Street and Sidewalk Standards

1. No curvilinear streets shall be required in the Planned Development.
2. No architectural features and entry medians shall be required in the Planned Development.
3. A stone monument identifying the subdivision shall be placed in the open space lot adjacent to Beaver Creek Rd. The monument sign shall be made with more than 1 type/color of stone.
4. A 5' sidewalk shall be required throughout the subdivision.
5. All crosswalks within the subdivision shall be 7' wide with distinctive striping connecting to a pedestrian sidewalk system with pedestrian ramps complying with the American with Disabilities Act.
6. A minimum 4' wide, dedicated lead walk, separate from a driveway, shall provide connection between the house and the driveway. This lead walk shall not connect to the street.
7. A mailbox cluster shall be provided in the subdivision in the open space lot as shown on the Zoning Exhibit.
8. Streetlights with decorative poles shall be placed every 350' placed on alternating sides of the street throughout the subdivision.

C. Architectural Standards

1. At least 20% of the façade shall be offset a minimum of 1' either protruding from or recessed back from the remainder of the façade.
2. The minimum masonry percentage shall be 85% overall. The remaining 15% shall be cementitious fiber cement material.
3. 2nd story front elevation set back over brick shall be allowed with cementitious fiberboard.
4. A front-facing hip roof which faces the street, and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
5. Each single-family residential unit shall have a combined patio and/or porch total covered area of a minimum of 150 total square feet of floor area.
6. Roof pitches shall be a minimum of 8:12 on front elevation, except 3:12 roof pitches on porches/patios or dormers.
7. Architectural laminated shingles shall be used. 3-Tab Shingles are prohibited.
8. In order to encourage variety, the exterior facades of houses on the same side of the street shall vary within every 4 houses and every 2 houses across the street, to include the same combination of brick, stone, masonry-like materials, and paint color. This shall be monitored by the Architectural Control Committee.
9. Three car (or more) garages are prohibited.
10. Each garage shall be a minimum of 400 square feet.
11. Each garage shall incorporate at least two of the following architectural features:
    a. Sconce lighting
    b. Decorative banding or molding
    c. Decorative overhangs above garage doors
    d. Eyebrow soldier course over garage doors
    e. Decorative brackets on garage doors
    f. Columns flanking garage doors.
12. A minimum 6' high board on board fence shall be built along the rear lot line by the home builder.
13. Each residential dwelling shall have sodded front, side, and rear yard with a minimum of 2 trees and 5 shrubs in front yard planted by the home builder.
14. All lots shall have an irrigation system.

Exhibit D
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings set forth or referenced in the following:

1. Ordinance No. 2019-23, Zoning Ordinance, including but not limited to Section 3.4 F3a (Architectural Standards – New Residential Requirements), with the exception of, "the minimum masonry percentage shall be 85% and the remaining 15% shall be cementitious fiberboard, and 2nd story front elevation set back over brick shall be allowed with cementitious fiberboard" as stated in the Planned Development zoning ordinance applicable to the Property.

2. The Planned Development zoning ordinance applicable to the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto). In the event that a provision of Ordinance No. 2019-23, Zoning Ordinance, conflicts with a provision of the Planned Development zoning ordinance applicable to the Property, the provision of the Planned Development zoning ordinance applicable to the Property shall govern.

3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.

11. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is

more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Beaver Creek Estates

May 11, 2021

City Council Meeting

Contents

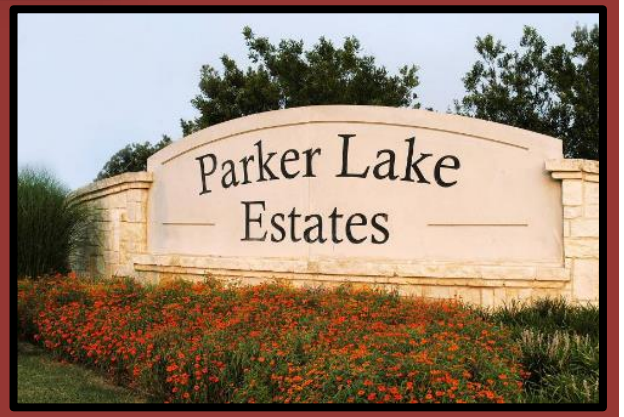
CITY OF WYLIE

SKORBURG COMPANY

- Skorburg Company Background
- Skorburg Company Projects in Wylie
- Subject Property Location
- Steps to Entitlements
- Proposed Zoning Request
- Property Features
- Adjacent Neighbors Concern – Addressed
- Representative Product

Skorburg Company Background





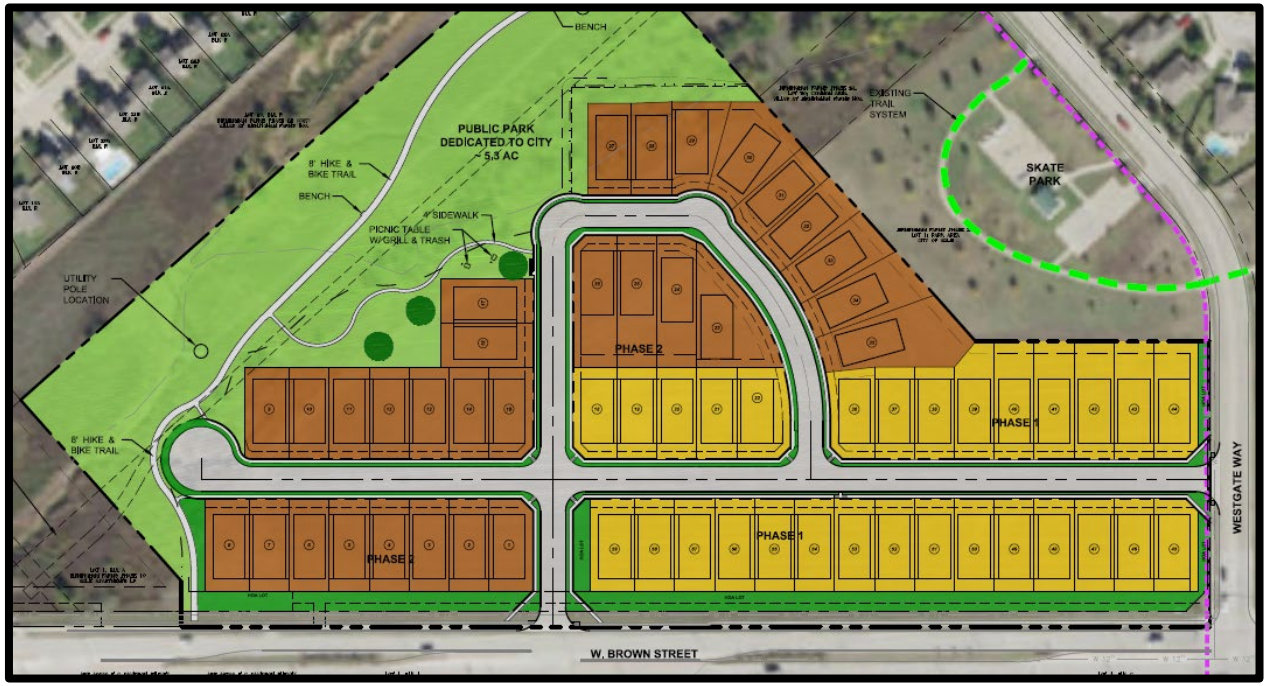
Skorburg Company

- Local, privately owned development firm with 35 years of experience.
- Over 90 development projects in more than 25 different cities around DFW metroplex.
- More than 36 current projects in active development.
- Reputation for building high quality, long lasting communities.
- Projects range from small, infill locations to 400+ acre multi-phase master planned communities.



Skorburg Company Projects In Wylie

Birmingham Bluffs







Birmingham Bluffs Overview

Location: North of W. Brown St. and East of Country Club Rd.

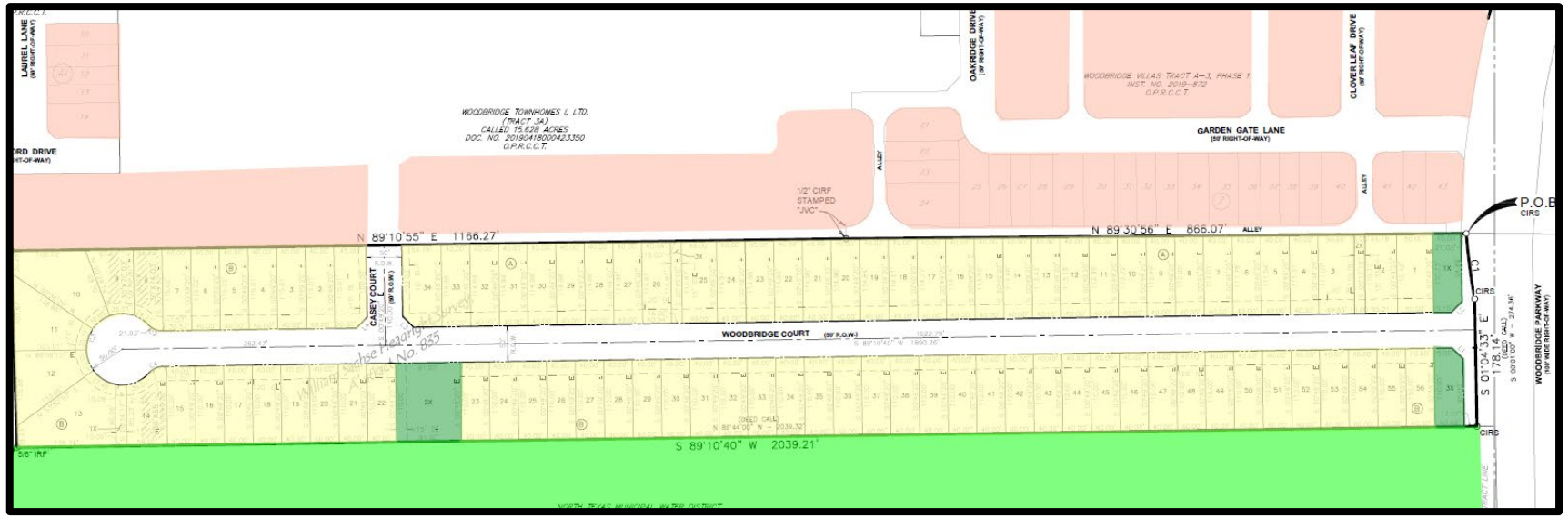
Size: +/- 18 Acres

Zoning: 60 Lots (50' x 115')

Builders: Windsor Homes
Paul Taylor Homes

Status: Currently Selling Homes (Almost Sold Out)

Manors at Woodbridge







Manors at Woodbridge Overview

Location: West of Woodbridge Parkway South of Hensley Ln.

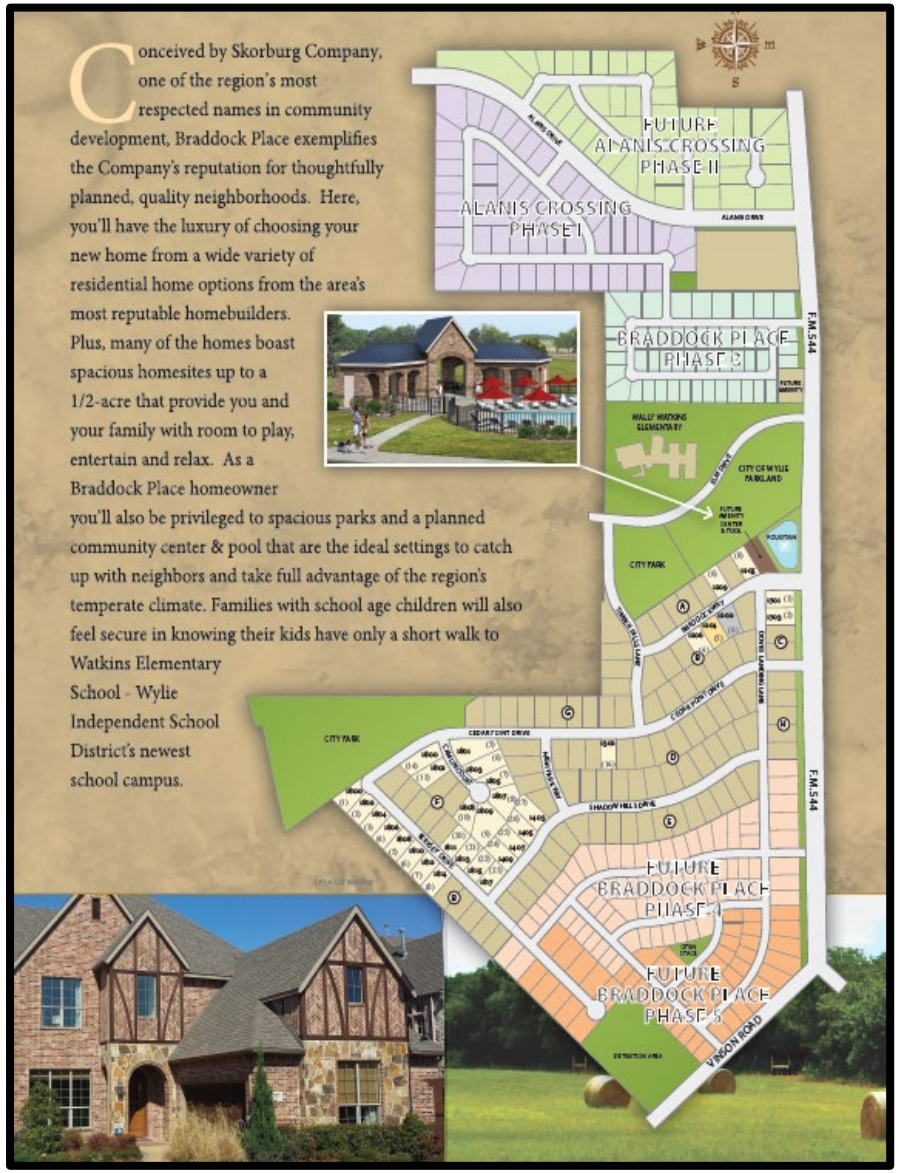
Size: +/- 13 Acres

Zoning: 90 Lots (40’ x 110’)

Builders: Windsor Homes Megatel

Status: Under Construction

Braddock Place







Braddock Place Overview

Location: West of FM 544
South of Watkins Elementary

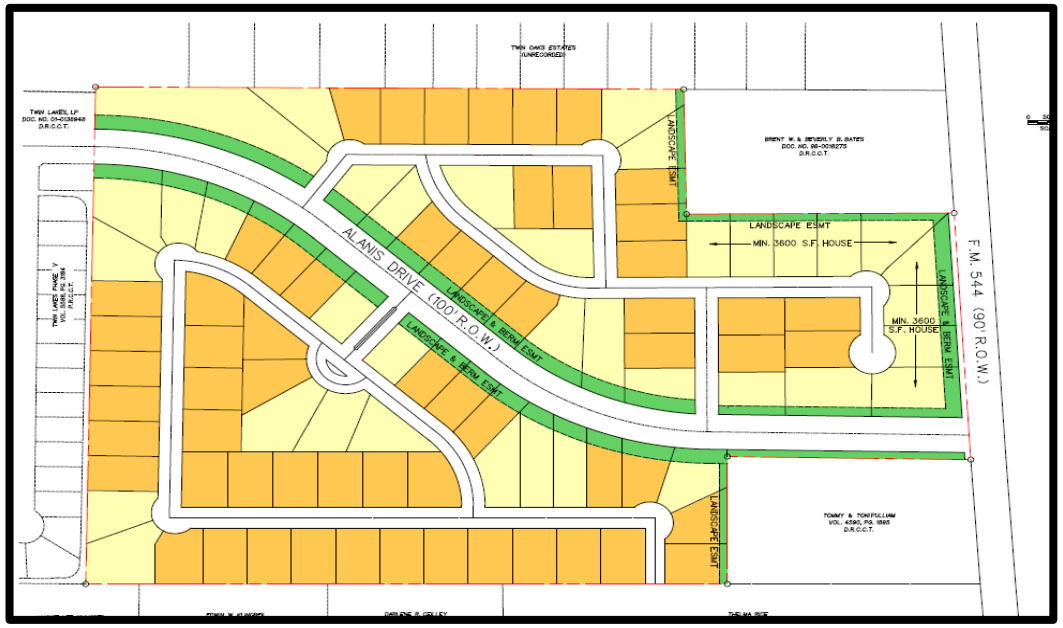
Size: +/- 87 Acres

Zoning: 127 Lots
(100' x 130')

Builders: Windsor Homes
Megatel
DR Horton

Status: Sold Out

Alanis Crossing







Alanis Crossing Overview

Location: FM 544 and Alanis Dr.

Size: +/- 55 Acres

Zoning: 95 Lots
(100’ x 180’)

Builders: Windsor Homes
Paul Taylor Homes

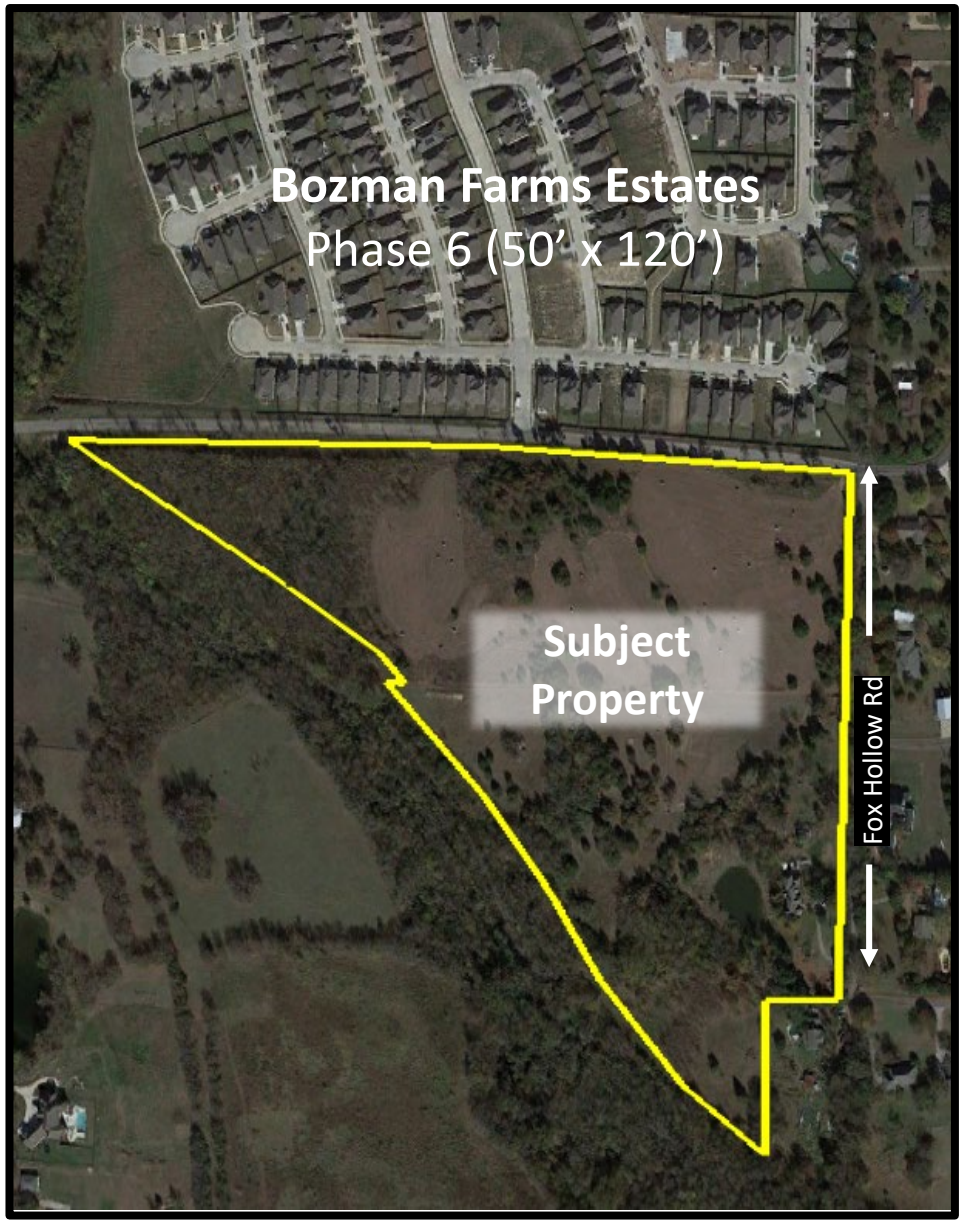
Status: Sold Out

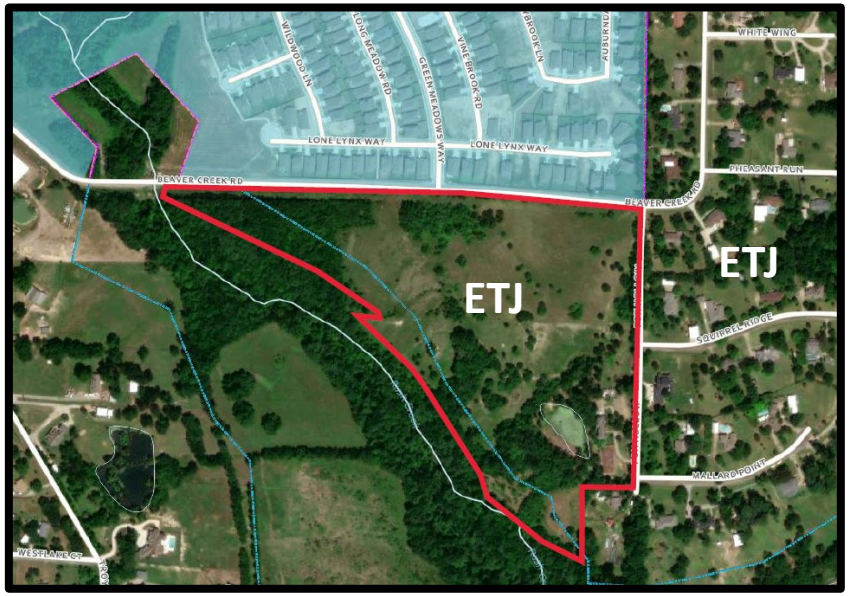
Beaver Creek Estates Property Location

Subject Property Location



Subject Property Location







Subject Property

Location:

South side of Beaver Creek Rd.
West of Fox Hollow Rd.

Size:

+/- 29.185 Acres

Current Designation:

Wylie ETJ

Future Land Use Plan:

Sub-Urban
- SF Residential
- MF Residential
- Neighborhood Services

Steps to Entitlements

Steps to Entitlements

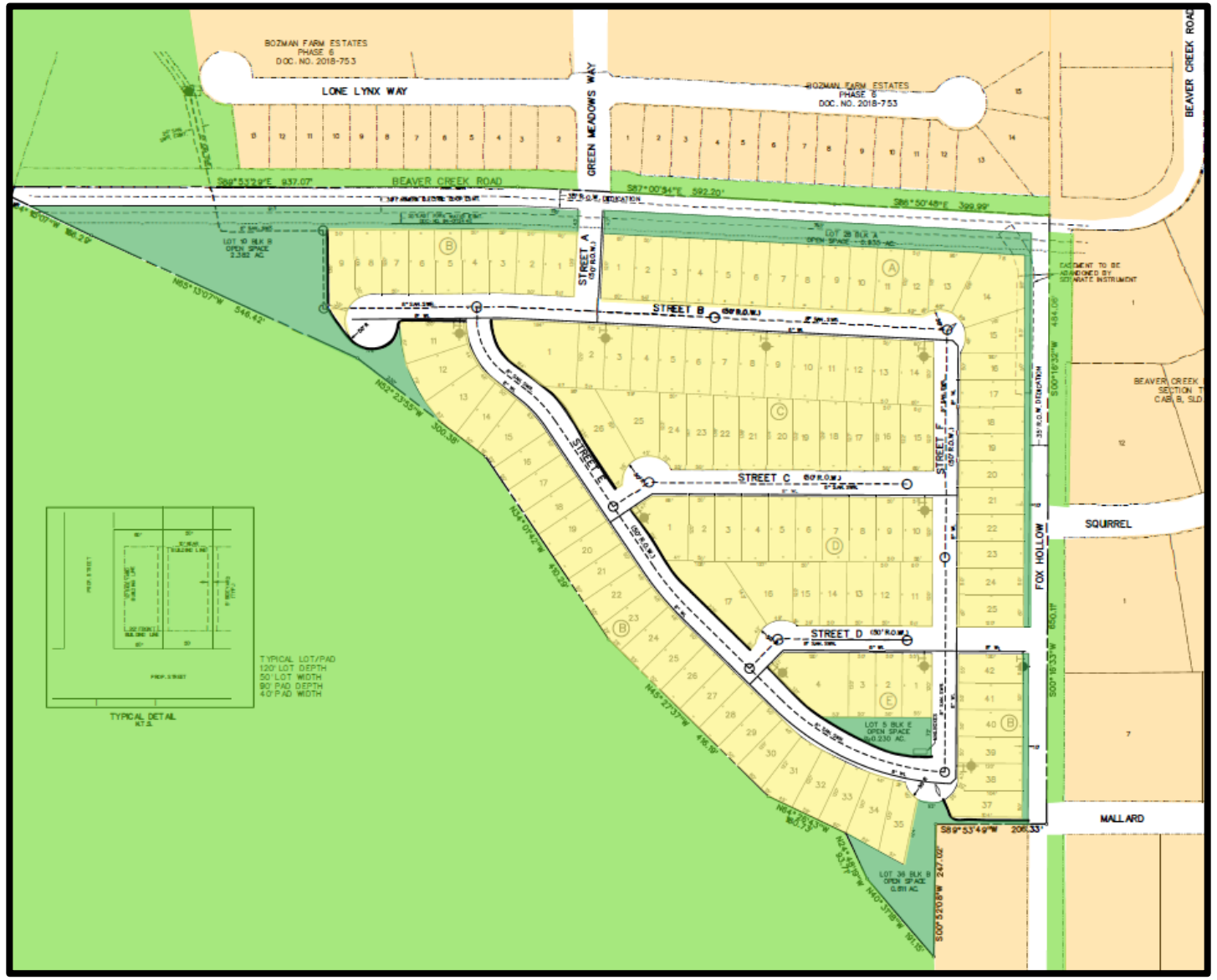
1. Development Agreement – City Council May - 11th
2. Annexation – City Council - June 8th
3. PD Zoning – P&Z - July 20th
4. PD Zoning – City Council - August 10th

CITY OF WYLIE

SKORBURG COMPANY

Proposed Zoning Request

Proposed PD Zoning Request



PD Zoning Request

Lot size:

- Typical – 50’ x 120’

Density:

- 112 Single Family Homes
- 3.8 Units Per Acre

Property Size:

- 29.183 Acres

Open Space:

- 4.158 Acres
- 14.2%
- HOA Maintained

ROW Dedication:

- 7.727 Acres
- 26.4%

Proposed PD Zoning Request (Comparison to Bozman Farms Estates)

	Beaver Creek Estates – PD	Bozman Farms (50's) – PD
Lot Size (minimum)		
Lot Area (sq. ft.)	**5,900**	**6,000**
Lot Width (feet)	**50**	**50**
Lot Width of Corner Lots (feet)	**55**	**55**
Lot Depth (feet)	**100**	**100**
Dwelling Regulations		
Maximum of 20% of the Lots Maximum of 30% of the Lots Minimum of 50% of the Lots (Average Square feet)	**1,800** **2,000** **2,200** **(2,060)**	**1,700 (minimum)**
Yard Requirements – Main Structures		
Front Yard (feet)	**20**	**15**
Side Yard (feet)	**5**	**5**
Side Yard of Corner Lots (feet)	**10**	**8.25**
Rear Yard (feet)	**10**	**20**
Lot Coverage	**60%**	**Not Defined**
Height of Structures		
Main Structure (feet)	**36**	**36**

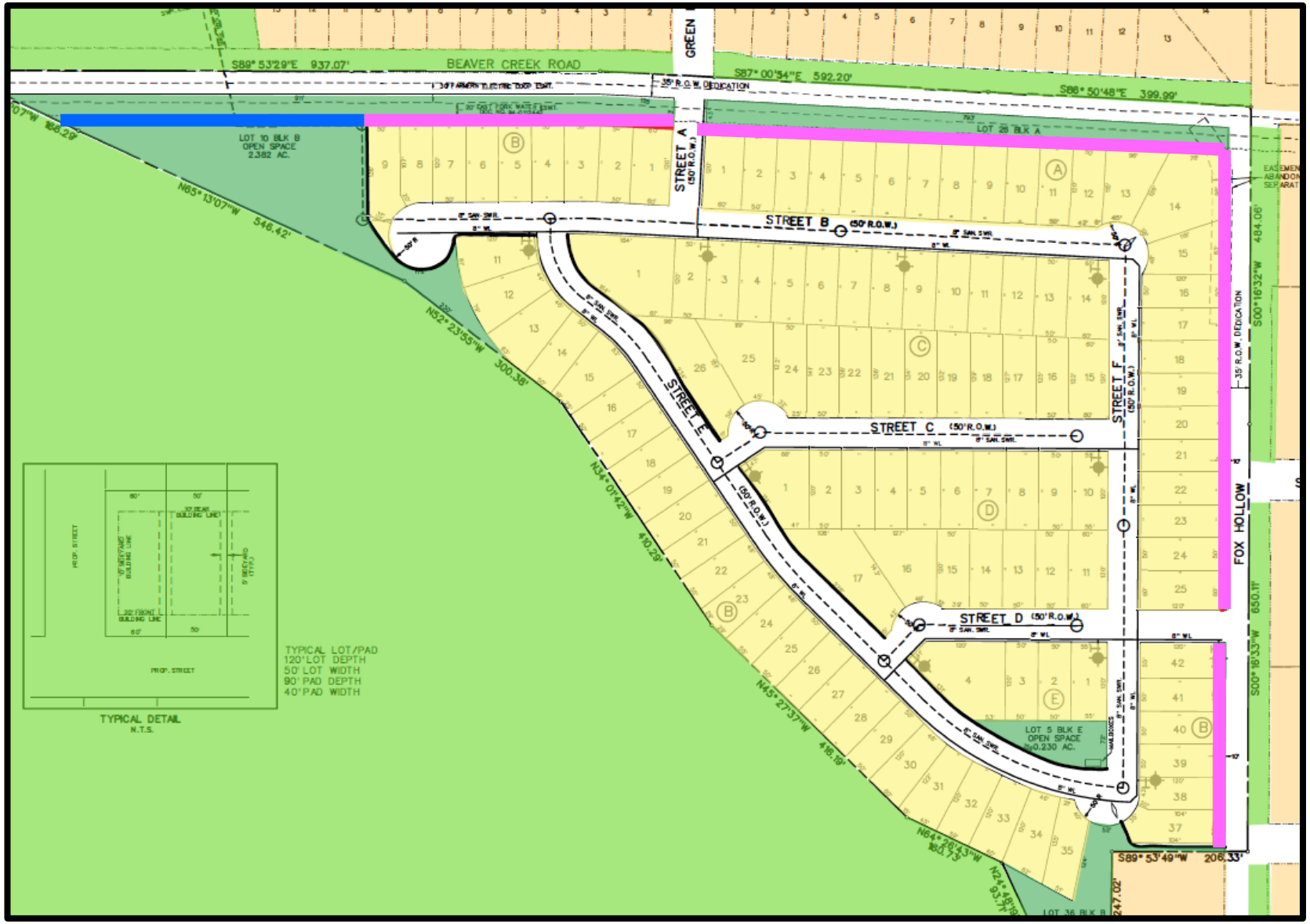
High-Quality & Environmentally Compatible



- Beaver Creek Estates will be a sustainable neighborhood with the intent to provide a long-lasting, high-quality community that blends with the surrounding environment.
- Beaver Creek Estates blends nicely with the surrounding environment and provides a Seamless flow from the Bozman Farms Estates 1,350 single family home master plan community.

Property Features

Beaver Creek Estates - Screening Plan



Screening Plan

- Beaver Creek Estates screening plan is designed to match the aesthetics of the adjacent Bozman Farms Estates.

6’ board on board fencing along beaver creek Rd & Fox Hollow Rd.

Decorative metal fencing





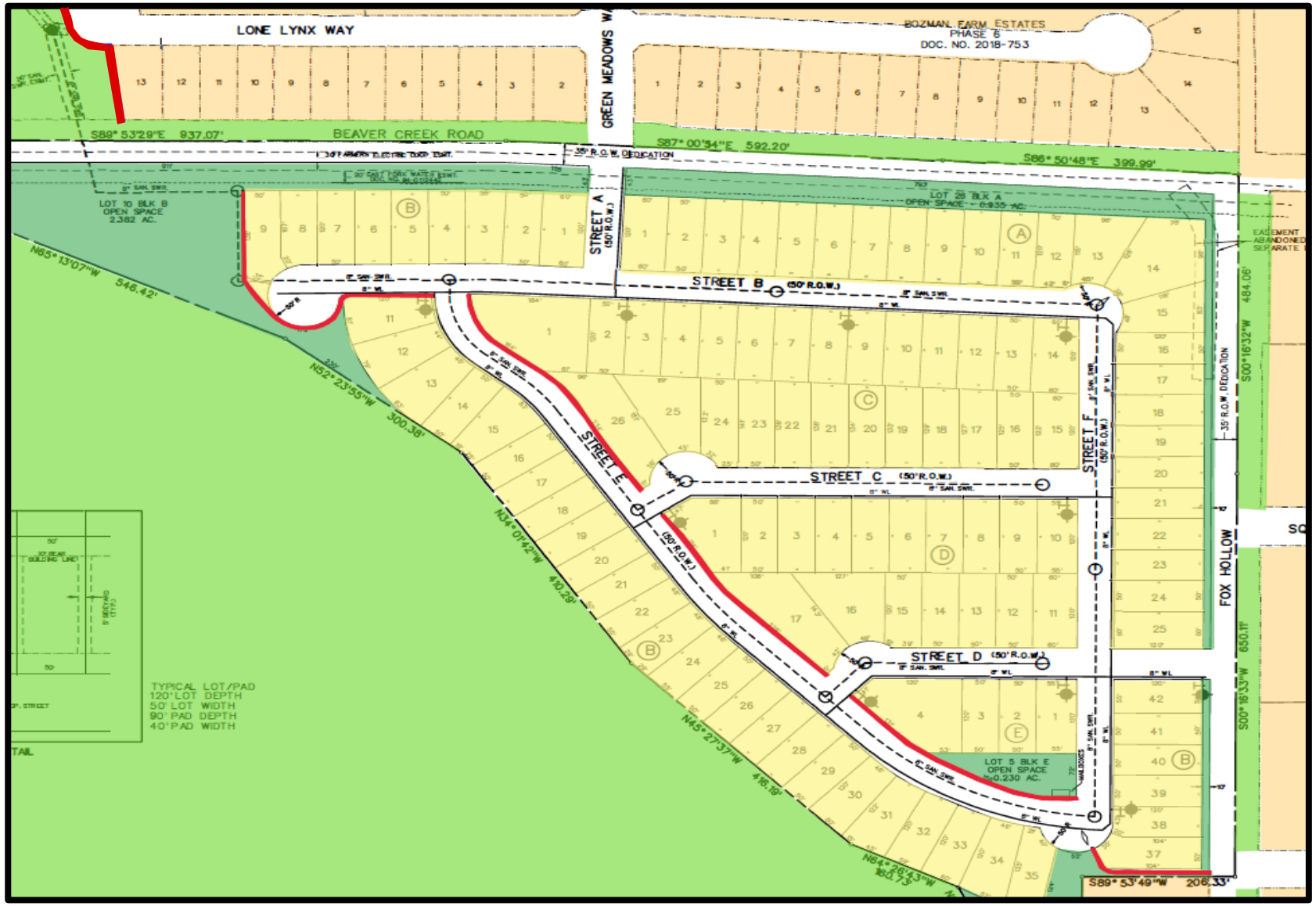
Bozman Farms Estates – Existing Hike & Bike Trail







Beaver Creek Estates - Hike & Bike Trail





- 6’ hike & bike trail through Beaver Creek Estates
- This will be a continuation of the trail throughout the adjacent Bozman Farms Estates and will exit on Fox Hollow Rd to the east.



Adjacent Neighbors Concern – Addressed

Adjacent Neighbors Concern – Addressed



Neighbors Concern

- The subdivisions second point of access on to Fox Hollow Rd.
- To mitigate this concern, the second point of access on to Fox Hollow Rd. will be gate restricted for emergency access only.

Representative Product

High quality 50’ lot product





High quality 50’ lot product





High quality 50’ lot product





END

Appendices

Approximate Tax Calculation

112 lots

x $390,000 (average home price)

= $43,680,000

x .00671979 (City of Wylie Property Tax Rate)

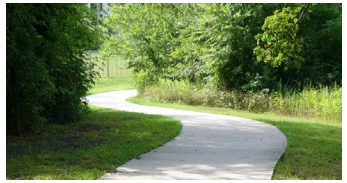
= $293,520 annual tax revenue at build out

x 20 years

= **$5,870,400** in tax revenue over 20 years after buildout

Current tax revenue as Wylie ETJ property - $ 0

Projected Price Points

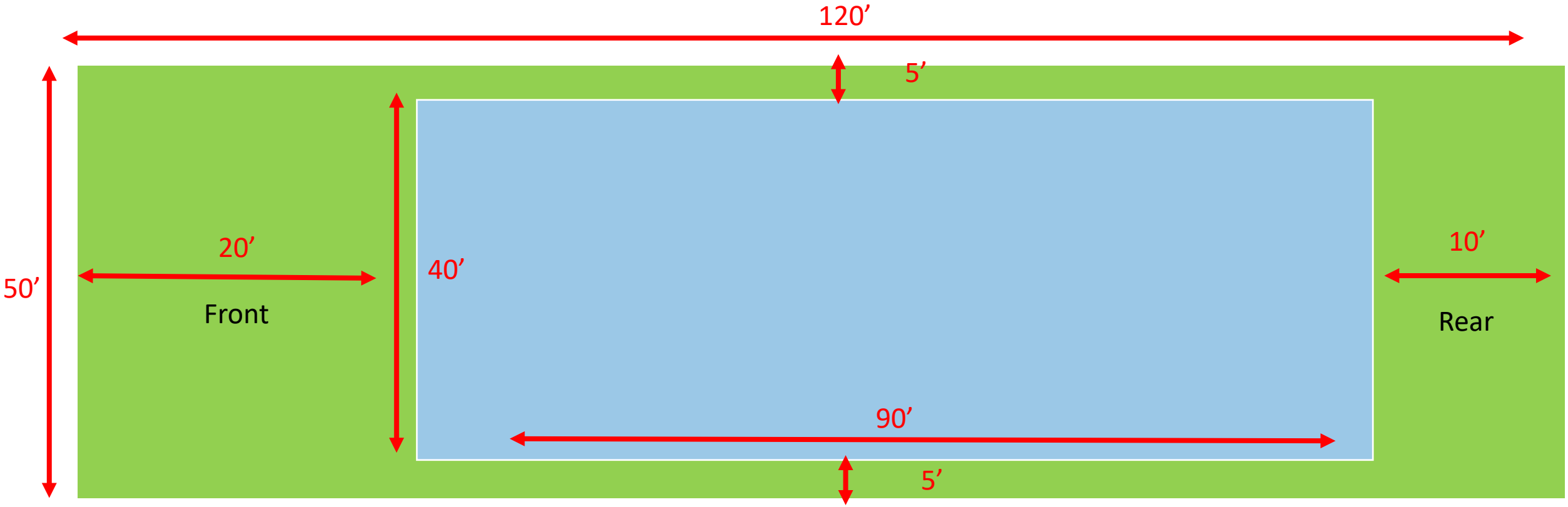




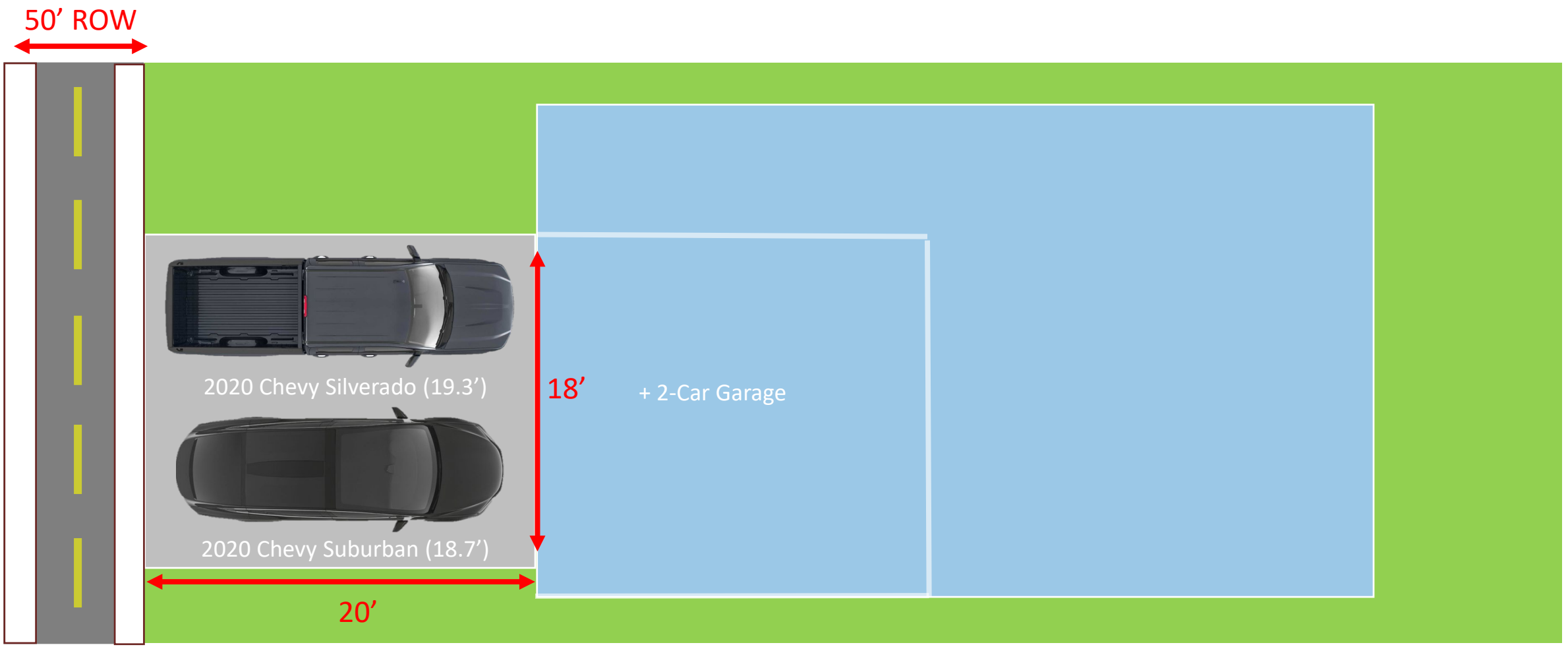


Beaver Creek Estates Projected Home Price	Bozman Farms Current Home Price
$360k - $420k+	$350k - $460k

50’ Lot Typical Dimensions



Typical Driveway Dimensions



Example of Cementitious Fiber Board



CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Library Department **Account Code:**

Prepared By: Ofilia Barrera

Subject

Library Department Presentation.

Recommendation

Discussion

Please see attached presentation.

50 Years
Smith Public LIBRARY

LIBRARY SERVICES

INSPIRE INFORM INTERACT



Library - More Than Books!



- Celebrating 50th Anniversary
- Total number of cardholders: 51,112
- Offer programs for infants to senior citizens!
- 3D Printing
- Online resources like Tutor.com
- Book a Librarian
- Business Card Exchange
- Library Garden
- Community Meeting Space





Library Services

Fiscal Year 2019-2020

- Items Checked Out: 452,220 (including 50,561 digital items)
- Holds Processed: 66,518
- Programs Offered: 502 (In-person and virtual)
- Program Attendance: 166,878







New Services

In response to COVID-19

- Homebound Deliveries: 135 (April 2020)
- Drive-Thru: 6,435 (May 2020)
- Online Borrower Registration: 633 (Aug 2020)
- Virtual Programs
- Virtual Teen Volunteer Program
- Personalized YA Book Bags



A Library Without Walls

Expanding Community Reach

- eBook and audiobook use increased by more than 45%.
- Ancestry.com and genealogy resources tripled in use.
- Enrollment in Gale Courses also increased significantly (35%). Usage this year represents more than $80,000 value to the community.
- Business database Reference Solutions up 160%.

Library and Other City Staff

- Assisted WFR find a virus registration platform
- Assisted City Secretary with History of Wylie Day for Leadership Wylie
- During closure, staff helped in other city departments
- Working with the Rec Center to provide Drive-Thru Summer Kick-Off



FY 20 Accomplishments





- Pandemic management
- Achievement of Excellence Award
- “Whatever it Takes” Award
- Electronic Services Librarian, Randall Cross, won Customer Service Employee of the Year.
- Successfully implemented TSLAC Cares grant (mobile hotspots & Tutor.com)


50 Years
Smith Public
LIBRARY
Thank You!