

# Wylie City Council Regular Meeting

October 11, 2022 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## PRESENTATIONS & RECOGNITIONS

- PR1. Fire Prevention Week.
- PR2. Domestic Violence Awareness Month.
- PR3. Wylie Wisecrackers Toastmasters Month.
- PR4. National Dyslexia Awareness Month.
- PR5. Chamber of Commerce Week.
- PR6. Rail Safety Week.
- PR7. Breast Cancer Awareness Month.

## COMMENTS ON NON-AGENDA ITEMS

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

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of September 27, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2022-65 setting the time and place for all regular City Council Meetings in the 2023 calendar year.
- C. Consider, and act upon, the approval for construction of a new Residential structure in accordance with Ordinance No. 2022-34. Property located at 100 S. Cottonbelt St. within the Downtown Historic District.
- D. Consider, and act upon, a Final Plat of Lots 1, 2 and 3, Block A of LI 78 Logistics Center, establishing three lots on 22.052 acres, generally located on the southwest corner of State Highway 78 and Wylie East Drive.
- E. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.

- F. Consider, and act upon, approval of the Park Event Application from the Wylie P.O.L.I.C.E. Club, a non-profit organization, to hold their annual Wylie P.O.L.I.C.E. Club Co-Ed Softball Tournament fundraiser event in Founders Park on November 5, 2022.
- G. Consider, and act upon, Ordinance No. 2022-66 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- H. Consider, and act upon, the approval of the purchase of Streaming Equipment, Installation and Streaming Services (#W2022-98-I) from Swagit Productions LLC in the amount of \$99,089.00 through a cooperative purchasing contract with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute any necessary documents.

## **REGULAR AGENDA**

- 1. Consider, and act upon, a recommendation by the Public Art Advisory Board for the final artist, design, and contract to commission art for the entrance to the Municipal Walking Trails, not to exceed \$85,000.

## **WORK SESSION**

WS1. Discuss Downtown Traffic Analysis Results - Parking and Sidewalks.

WS2. Discuss updates to dog park and splash pad schematic designs.

WS3. Discuss the status of the creation of Tax Increment Reinvestment Zones within the City of Wylie.

## **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/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Ballard, and State Hwy 78/Brown.

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

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

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

- ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Project 2021-12a.

## **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 October 7, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

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



# Wylie City Council

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## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of September 27, 2022 Regular City Council Meeting minutes.

### Recommendation

Motion to approve Item as presented.

### Discussion

The minutes are attached for your consideration.



# Wylie City Council Regular Meeting Minutes

September 27, 2022 – 6:00 PM

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



## CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:01 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang (7:02), Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Timothy T. Wallis (6:11), and Councilman Garrett Mize.

City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Police Chief Anthony Henderson; Finance Director Melissa Beard; Fire Chief Brandon Blythe; Interim Director of Community Services Jasen Haskins; Public Information Officer Craig Kelly; Public Works Director Tommy Weir; City Engineer Tim Porter; Project Engineer Jenneen Elkhaid; Purchasing Manager Glenna Hayes; City Secretary Stephanie Storm; Animal Control Manager Shelia Patton; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

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

## PRESENTATIONS & RECOGNITIONS

### PR1. Manufacturing Day 2022.

Mayor Porter presented a proclamation proclaiming October 1, 2022, as Manufacturing Day in Wylie, Texas. Members of the Wylie Chamber of Commerce, Downtown Merchants Association, WEDC staff, and board members, WISD staff, CNC Innovation, Deanan Gourmet Popcorn, Barco Pump, SAF-Holland, and Savage Precision Fabrication were present to accept the Proclamation.

Councilman Wallis took his seat at the dais at 6:11 p.m.

### PR2. Hispanic Heritage Month.

Mayor Porter presented a proclamation proclaiming September 15 through October 15, 2022, as Hispanic Heritage Month in Wylie, Texas.

## COMMENTS ON NON-AGENDA ITEMS

Bob Heath addressed Council with concerns regarding the beautification of Wylie regarding the solicitation signs, not political or garage sale signs, along the roadways in the City.

## 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, the approval of the September 13, 2022 Regular City Council Meeting minutes.
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2022.
- C. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2022.
- D. Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2022.
- E. Consider, and act upon, Resolution No. 2022-27(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A - Authorized Investments for Governmental Entities.
- F. Consider, and act upon, approving the Debt Management Policy.
- G. Consider, and act upon, approving the Financial Management Policies.
- H. Consider, and act upon, a Preliminary Plat for Jericho Village, Lot 1, Block A, establishing one lot on 2.472 acres, located at 511 West Brown Street.
- I. Consider, and act upon, a Final Plat for Price Addition, being Lot 1, Block A, establishing one lot on 5.856 acres in the City of Wylie Extra Territorial Jurisdiction, located south of 2065 E. FM 544.
- J. Consider, and act upon, a Final Plat for the Brown and Burns Addition, being a replat of Lot 1 and 2, Block 1, establishing two lots on 0.169 acres, located at 129 and 131 N. Ballard Avenue.
- K. Consider, and act upon, approval of the demolition of a residential structure in accordance with Ordinance No. 2022-34, property located at 407 N. Ballard within the Downtown Historic District.
- L. Consider, and act upon, Resolution No. 2022-28(R) of the City Council of the City of Wylie, Texas, to approve the submittal of McMillen Drive, E. FM 544, and Park Boulevard Improvements Projects to Collin County for consideration for their 2022 Collin County Call for City Projects.
- M. Consider, and act upon, Resolution No. 2022-29(R) of the City of Wylie, Texas finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to change rates within the City should be denied; 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.
- N. Consider, and act upon, the approval of the 2023 Procurement Manual.

Councilman Williams requested Item I be pulled from the Consent Agenda and considered individually.

#### **Council Action**

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

#### **REGULAR AGENDA**

- I. Consider, and act upon, a Final Plat for Price Addition, being Lot 1, Block A, establishing one lot on 5.856 acres in the City of Wylie Extra Territorial Jurisdiction, located south of 2065 E. FM 544.

**Council Comments**

Councilman Williams confirmed that in approving the plat, this does not annex the property into the City limits. Haskins replied that was correct.

- 1. Consider, and act upon, Resolution No. 2022-30(R) authorizing the City Manager of the City of Wylie, Texas, to execute adoption of the Collin County Hazard Mitigation Action Plan.**

**Staff Comments**

Fire Chief Blythe addressed Council stating this item is for the City to adopt the most current Collin County Hazard Mitigation Action Plan in order to identify the hazards the City is vulnerable to and to implement measures to reduce vulnerability to these hazards. This Plan also allows the City to get funds from FEMA if needed. The City originally adopted the Hazard Mitigation Action Plan in 2011 and updated it in 2016.

**Council Comments**

Councilman Mize asked if the stakeholders were limited to three, and would Collin College be a beneficial stakeholder to include in the future. Blythe replied that staff will look into adding more stakeholders in the future. Councilman Duke noted First Baptist Church Wylie, noted on page 120 of the agenda packet, should be changed to The Cross Church. Blythe noted the change.

**Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Item 1 as presented with the amendment of changing the reference to First Baptist Church Wylie to The Cross Church. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

- 2. Consider, and act upon, Ordinance No. 2022-61; amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 18 (Animals), Article I (General), to add Section 18-16 (Trap-Neuter-Release Feral Cat Program).**

**Staff Comments**

Police Chief Henderson addressed Council stating staff has been requested to add a Trap-Neuter-Release (TNR) Feral Cat Program into the Code that gives information on the procedures of the program.

**Citizen Comments**

Sandra Stone addressed Council with concerns regarding the feral cats on her property and in her neighborhood and stated she has been in constant contact with the City with concerns. Stone reported that 14 cats have been picked up thus far and do not feel it is appropriate for the cats to be able to run wild when all other animals have to be registered with the City. Stone asked questions regarding the proposed ordinance regarding the management of feral cats and who will be policing that. Stone requested the feral cats not be released back into her neighborhood but released elsewhere.

Mandy Wilson addressed Council stating she is Stone's neighbor and has been in communication with City about the feral cat issue in their neighborhood. She expressed concerns with the verbiage in the proposed ordinance stating the caregivers are responsible to contact the City and added she did not want children in their neighborhood to be bit by a feral cat that could potentially be carrying diseases.

**Staff Comments**

Henderson responded that in the specific neighborhood spoken on tonight a resident was feeding the cats on the porch, staff spoke with the resident, and they are assisting Animal Services by notifying them if a cat is trapped as the traps have to be checked within a certain amount of time. Patton addressed Council stating that the proposed ordinance speaks to proper vaccination, assisting with transport, assisting in covering the cost, no feeding on the ground, and humane trapping. Patton added residents can contact Animal Services with any concerns.

### **Council Comments**

Councilman Williams asked what was the best way to control the feral cats as he does not see a solution between the proposed ordinance and the problem, asked how the City can regulate the feral cat issue, and can the City release them elsewhere. Patton replied that TNR is an accepted practice, stated euthanizing will not fix the situation, added the lifespan of an outdoor feline is seven years; and therefore, the best option is to sterilize to control the number and vaccinate. Patton responded that taking the cats to another location is a very complicated issue and not humane, and added it would be adding more to another colony. Patton stated the proposed ordinance puts stipulations on the caregivers to ensure they are doing it correctly and responsibly. Regarding the mentioned neighborhood, the howling should start decreasing as this program continues. Councilman Wallis added people confuse a runaway or outdoor cat with a feral cat, and they are not the same, feral cats are wild animals. Wallis stated if you move them over time they revert to survival ways. Caregivers are overseeing them and need to have resources to help take care of them and TNR is an excellent reduction plan. Wallis asked staff about cats that test positive for a virus and what will happen to those cats. Patton replied they just started the testing process and so far, have not had a positive in a colony, but if they receive a positive virus test the feral cat will be humanely put down. Wallis added some diseases do not have cures and are contagious and it is responsible to try to manage that to maintain a healthy population, and added the program is a positive step. Mayor *pro tem* Forrester confirmed the proposed ordinance is for the entire City and asked about a solution for an individual problem. Patton replied the proposed ordinance is for the entire City, and staff will continue to monitor and work with Ms. Stone to get the feral cats in her area under control. Mayor Porter stated there was a colony that someone was feeding and encouraged staff to continue to watch that and work with the neighbors. Porter added the goal is to be proactive and stop replicating throughout the City. Porter stated he did not see language in the proposed ordinance that stated those caring for a colony must register with the City. Patton replied that verbiage is not currently included but does want to expand the program in the future. Mayor *pro tem* Forrester added an educational piece that would be helpful to provide to caregivers so they know what resources are available to them and also to inform them of their responsibility as a caregiver. Henderson added the current process takes so long due to the number of TNRs that can be done at a set time. Patton stated TNR sterilization is limited by resources and added staff has to transport the cats to Allen or Garland where the facilities are limited to 12 a day, or Kaufman County which takes six a day. Currently, SPCA is not currently allowing for TNR appointments, and staff has access to about three TNR runs in a single cage for the City. The City has reached out to these entities to see if the City can schedule appointments and currently that is not allowed, it is on a first come first serve basis.

### **Council Action**

A motion was made by Councilman Williams, seconded by Mayor *pro tem* Forrester, to approve Item 2 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

3. **Consider, and act upon, Ordinance No. 2022-62; amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 74 (Offenses and Miscellaneous Provisions) by adding Article XIII (Possession of Catalytic Converter); defining terms for the article and prohibiting the possession of catalytic converters.**

### **Staff Comments**

Police Chief Henderson addressed Council stating this item is to amend Chapter 74 Section by adding Article XIII Possession of Catalytic Converter. On September 1, 2021, HB 4110 was passed due to the number of catalytic converters being stolen across the nation. The City had 24 stolen in 2021 and seven so far for 2022. Henderson stated the issue with the HB is that it only deals with individuals that are trying to sell or buy, but not the people in possession of the catalytic converters. Staff is requesting approval of this Ordinance which gives officers the ability to act if someone is in possession of stolen catalytic converters.

### **Council Comments**

Mayor *pro tem* Forrester asked what is this similar to in nature regarding enforcement, how the City solves this situation and stops it from occurring, and will this Ordinance give PD enough teeth to stop the situation. Henderson replied this Ordinance gives more teeth than what we currently have in place.

Councilman Strang took his seat at the dais at 7:02 p.m.

Henderson stated PD will stop potential violators, ask them questions, and listen to their answers. Forrester asked what is the value of a catalytic converter. Henderson replied several hundred dollars. Forrester asked if the penalty listed in the Ordinance is enough to make it a deterrent to someone. Henderson replied he did not think there is a deterrent, as a criminal asks what are the odds of them being caught. Henderson stated there are tools available to law enforcement at metal salvage yards. Councilman Williams suggested that the verbiage on page 2 under Section 74-201(a) of the proposed Ordinance be amended to remove "or metal recycler" so that a criminal could not claim to be a metal recycler. Henderson replied that his interpretation is that this is for a documented recycling entity so that they can have possession of these, but not individuals. Mayor Porter stated he agreed with Williams' suggestion as he thinks that statement as is could be challenged. Councilman Strang stated he noticed in Section 4, the penalty provision, states each day a violation shall constitute a separate offense and asked if there is any way to determine how many days they have had the catalytic converter in their possession. Henderson replied that this particular section is trying to encompass different scenarios that may occur on different days. Strang asked if a metal recycler would have to be permitted or licensed, or can anyone claim that. Henderson replied that he does not have concerns with the proposed verbiage as the individual in possession would have to prove how they have it and the investigators will investigate. Henderson added he has full confidence in the officers to ask the right questions and make the right decision. Parker stated that the City did model this Ordinance from the City of Frisco, which was approved by the City Attorney's Office. Councilman Mize stated Metal Recycling Entities are defined in the definitions section on page one of the ordinance and suggested to provide clarification the word entities could be added after metal recycler. Councilman Wallis asked if metal recyclers are registered with the State, and suggested adding the word registered before recycling entities. Parker added after doing a quick search online it does look like recycling entities are registered with DPS.

#### **Council Action**

A motion was made by Councilman Williams, seconded by Councilman Wallis, to approve Item 3 as presented with the amendment in Section 74-201(a) to change the verbiage to ...other than registered metal recycling entities... A vote was taken and the motion passed 7-0.

- 4. Consider, and act upon, Ordinance No. 2022-63 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

#### **Staff Comments**

Finance Director Beard addressed the Council stating a budget increase of \$287,000 is requested for the General Fund. The request will increase the line item used to pay the monthly trash disposal fee to CWD. FY 2022 budgeted numbers were based on the FY 2021 budget with no increase. The budget amount should have taken into account customer growth and a rate increase for CWD which was approved in January 2022. The overall effect of this amendment is to increase the General Fund budget by \$287,000 and decrease the fund balance by the same amount.

#### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Wallis, to approve Item 4 as presented. A vote was taken and the motion passed 7-0.

- 5. Consider, and act upon, Ordinance No. 2022-64 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

#### **Staff Comments**

Finance Director Beard addressed the Council stating TxDOT is widening FM 2514 (Parker Road) from FM 1378 to Brown Street. During engineering design, it was discovered that a City waterline main conflicts with the proposed improvements. To capitalize on the economy of scale involving this large project, the City elected to have the relocation of the City's impacted waterline included in the construction of TxDOT's project. To cover the full amount for the City's waterline relocation, TxDOT is requesting the remaining \$260,172 in funding. The funding will come from the City's Utility Fund.

### **Council Comments**

Councilman Williams confirmed that TxDOT has handled all of the bids and the City is not in control of the bids or process. Beard confirmed that was correct. Mayor Porter added the City is required to participate in this project as TxDOT is widening the roadway and the City water lines have to be moved.

### **Council Action**

A motion was made by Councilman Williams, seconded by Councilman Wallis, to approve Item 5 as presented. A vote was taken and the motion passed 7-0.

Mayor Porter recessed the Council into a break at 7:23 p.m.

Mayor Porter reconvened the Council at 7:29 p.m.

## **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive session at 7:30 p.m.

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

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

### **ES4. WS1. Discuss Downtown Traffic Analysis Results - Pedestrian and Traffic Analysis.**

### **RECONVENE INTO OPEN SESSION**

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

Mayor Porter reconvened the Council into Open Session at 7:55 p.m.

## **WORK SESSION**

Mayor Porter convened the Council into a Work Session at 7:55 p.m.

### **WS1. Discuss Downtown Traffic Analysis Results - Pedestrian and Traffic Analysis.**

Public Works Director Porter introduced the design engineers Joseph Short and Josh Smith with Lee Engineering. Smith addressed Council giving a presentation on the Wylie Downtown Traffic Study including: The Study purpose, the Study progress, the Study methodology, and recommended options.

The Study methodology included the collected data on pedestrian and traffic counts, estimated future traffic, demand, modeled traffic, operations (pedestrian and vehicle delay) for each option including weekday (AM and PM) and Saturday peak hours, eliminated poor alternative combos, re-assigned traffic for new roadway capacity (TxDOT and City), utilized street light probe data to estimate bypass diversion, assumed new trips for future development, City and EDC owned parcels, other downtown redevelopment, estimated 550,000 square foot of new or redeveloped land downtown by 2045, coordinated trip generation and assignment with zoning, re-assigned trips to new traffic patterns, one-way streets, manual reassignment (labor intensive) included: 26 intersections x 12 movements each x 9 options x 3 peak hours (AM, PM, Sat) x many origins and destinations each = 100,000+ data points to consider, assumed improvements where needed and practical, curb bump-outs, crosswalks, Rectangular Rapid-Flashing Beacons (RRFB) sign assemblies for pedestrians, most downtown core, intersections signalized by 2045, evaluated operations for future conditions including: 2024 medium-term design year with Parker Road widening and Park Boulevard extension, future (2045) long-term design year with increased business density downtown, and with and without one-way street conversions.

Smith presented the following options: Option 1: existing conditions with two-way traffic on Birmingham, two-way traffic on Jackson, and two-way traffic on Ballard; Option 2: existing conditions with curb bump-outs and two-way traffic on all streets; Option 3: Jackson-Ballard (one-way pair) with two-way traffic on Birmingham, one-way southbound traffic on Jackson, one-way northbound traffic on Ballard; Option 3a: north transition via Brown and south transition via College; Option 3b: same as 3a but without Birmingham extension; Option 3c: same as 3a but with south transition via Butler; Option 4: Birmingham-Ballard (one-way pair) with one way southbound traffic, two-way traffic on Jackson, one-way northbound traffic on Ballard; Option 4a: north transition via Brown and south transition via College; Option 4b: same as 4a but without Birmingham extension (transition via Brown, Jackson, and Marble); Option 4c: same as 4a except north transition via Jackson extension and Marble; and Option 4d: same as 4a but south transition via Oak.

Smith's presentation also included the Level of Service, Pedestrian Analysis, and Vehicular Capacity Analysis.

Porter added at the next Council meeting the presentation will address parking arrangements.

### **Citizen Comments**

Bob Heath addressed Council stating he appreciates what Council is doing and appreciates the open communication with the Downtown merchants and owners.

Jeremy Meier, representing the Downtown Merchants Association, addressed Council stating the widening of the sidewalks would interfere with the traffic flow and in speaking with the downtown merchants the consensus is that they would like to see downtown be more pedestrian friendly for outdoor dining, entertainment, and walking, and are okay with losing some parking spaces to accommodate that.

Jon Lewis, representing the Birmingham Land Trust, addressed Council stating he really likes the thought of Birmingham being extended to the north to connect to Ballard and would like to see Council consider it.

### **Council Comments**

Council direction included to move forward with bringing back information on Option 4a and look further at the extension of Birmingham Street.

## **RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 8:33 p.m.

## **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive session at 8:34 p.m.

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

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

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

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

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

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of

the governmental body and with which the governmental body is conducting economic development negotiations;  
or  
(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects 2013-9a, 2017-6a, 2020-11b, 2021-2d, 2021-4a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-4d, 2022-7a, 2022-7b, 2022-7c, 2022-9a, and 2022-9b.**

**Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.**

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

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

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

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

**ES3. Discuss the evaluation of the City Manager.**

**RECONVENE INTO OPEN SESSION**

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

Mayor Porter reconvened the Council into Open Session at 10:20 p.m.

**READING OF ORDINANCES**

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

City Secretary Storm read the captions to Ordinance Nos. 2022-61, 2022-62, 2022-63, and 2022-64 into the official record.

**ADJOURNMENT**

A motion was made by Councilman Strang, seconded by Councilman Duke, to adjourn the meeting at 10:22 p.m. A vote was taken and the motion passed 7-0.

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**Matthew Porter, Mayor**

**ATTEST:**

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





# Wylie City Council

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## AGENDA REPORT

**Department:** City Secretary  
**Prepared By:** Stephanie Storm

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

### Subject

Consider, and act upon, Ordinance No. 2022-65 setting the time and place for all regular City Council Meetings in the 2023 calendar year.

### Recommendation

Motion to approve Item as presented.

### Discussion

Article III, Section 9 of the City of Wylie Home Rule Charter states that the City Council shall hold at least one regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City. The City Council shall fix, by ordinance, the date and time of the regular meetings. Special meetings of the City Council shall be held on the call of the mayor or a majority of the City Council members.

By this Ordinance, the dates and times of all regular meetings in 2023 will be set. During the months of November and December one meeting per month has been scheduled due to the holidays. Upon request of the Council, special called meetings and work sessions can be scheduled at any times designated by the City Council and posted in accordance with the Texas Open Meetings Act.

**ORDINANCE NO. 2022-65**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY SETTING THE REGULAR CITY COUNCIL MEETING DATES FOR CALENDAR YEAR 2023 FOR THE CITY OF WYLIE, TEXAS; PROVIDING FOR SAVINGS, REPEALING AND SEVERANCE CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, the City Council normally meets on the 2nd and 4th Tuesday of each month; and

**WHEREAS**, the City Charter requires the City Council to meet at least once each month; and

**WHEREAS**, many citizens, City employees and elected officials take vacations or are unavailable during the holidays; and

**WHEREAS**, the City Council finds it will be beneficial and in the best interests of the public to set forth its regular meeting dates for the calendar year 2023.

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

**SECTION 1:** The City Council of the City of Wylie, Texas, hereby determines that regular meetings will be held on the 2nd and 4th Tuesdays for the first ten months of 2023 (January through October) and on the 2nd Tuesday in November and December 2023, which shall be on the following dates:

January 10 and 24, 2023	July 11 and 25, 2023
February 14 and 28, 2023	August 8 and 22, 2023
March 14 and 28, 2023	September 12 and 26, 2023
April 11 and 25, 2023	October 10 and 24, 2023
May 9 and 23, 2023	November 14, 2023
June 13 and 27, 2023	December 12, 2023

**SECTION 2:** Nothing herein shall prohibit the City Council from canceling or changing the regular meeting dates established herein or from holding special or other meetings as allowed by law.

**SECTION 3:** The City Council's regular meetings shall generally begin at 6:00 p.m. and are usually held at 300 Country Club Road, Building #100, Wylie, Texas in the City Council Chambers in City Hall; however, the exact time and location for each meeting shall be posted in accordance with the Texas Open Meetings Act.

**SECTION 4: Savings/ Repealing Clause.** All provisions of any Ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting 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. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or

phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this the 11th day of October, 2022.

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

**ATTEST TO:**

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

# 2023 Wylie City Council Yearly Calendar

## January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2023 Council Dates



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Renae' Ollie

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

### Subject

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

### Recommendation

Motion to approve the Item as presented.

### Discussion

**Owner: Rick and Helen Pearce**

**Applicant: Arnulfo Perez**

The Owner/Applicant is proposing to construct a new residential dwelling on a single lot. In accordance with Ordinance No. 2022-34, any development proposing new construction or substantial renovation requires special oversight by the Commission to ensure preservation of the historic and architectural character of the area.

The applicant is proposing to construct a 1,516 s.f. single story residential dwelling on 0.23 acres (10,019 sf). The single-family dwelling will conform to the design standards of Article 6.3 as well as other City ordinances and guidelines.

The proposed style includes an open front gable roof with an 8:12 pitch with vinyl single-hung and fixed windows. The primary exterior material shall be horizontal wood 5" siding in accordance with Section 6.3.E.5.f. The selected paint colors will be from an Historic Palette.

The design incorporates a covered front wood porch, as well as a covered rear wood patio. A 6' cedar picket fence will replace the existing chain link fence around the perimeter of the property.

#### HRC Discussion

The Commission discussed architectural grade roof shingle vs. three-tab. Staff quoted the ordinance, which requires architectural grade shingles for single family construction. The Commission further discussed the style of porch support. The applicant stated the supports will be square 1x4 or 4x4. The Commission voted 7-0 to recommend approval as presented with the stipulation that 4 to 6 mullions be added to the windows.

PLANS AND PERMITS  
DALLAS



8500 N STEMONS FREEWAY  
DALLAS - TEXAS  
Serving the metroplex  
214-2131418

THESE PLANS ARE INTENDED TO PROVIDE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY BUILD THIS STRUCTURE. THESE PLANS MUST BE VERIFIED AND CHECKED BY THE BUILDER, HOMEOWNER, AND ALL CONTRACTORS OF THIS JOB PRIOR TO CONSTRUCTION. BUILDER SHOULD OBTAIN COMPLETE ENGINEERING SERVICES, HVAC, AND STRUCTURAL BEFORE BEGINNING CONSTRUCTION OF ANY KIND. NOTE: ALL FEDERAL, STATE, AND LOCAL CODES AND RESTRICTIONS TAKE PRECEDENCE OVER ANY PART OF THESE PLANS.

GREAT CARE AND EFFORT HAVE GONE INTO THE CREATION OF THESE BLUEPRINTS. HOWEVER, BECAUSE OF THE VARIANCE IN GEOGRAPHIC LOCATIONS, WILL NOT ASSUME LIABILITY FOR ANY DAMAGES DUE TO ERRORS, OMISSIONS, OR DEFICIENCIES ON THESE PLANS. OWNER/BUILDER MUST COMPLY WITH LOCAL BUILDING CODES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE PURCHASE OF THESE PLANS ENTITLES THE BUYER TO CONSTRUCT THIS HOUSE ONLY ONCE. ANY COPYING, TRACING, OR ALTERING OF THESE PLANS IS NOT PERMITTED. VIOLATORS WILL BE SUBJECT TO PROSECUTION UNDER COPYRIGHT LAWS.

PROJECT

NEW RESIDENCIAL  
CONSTRUCTION

ADDRESS

100 S COTTONBELT AVE,  
WYLIE, TX 75098

LEGAL DESCRIPTION:

KELLERS #2 (CWY), BLK 12,  
LOT 14; (FKA BLK)

OWNER

DRAWN BY: J. LAINEZ

SCALE: 1 = 200

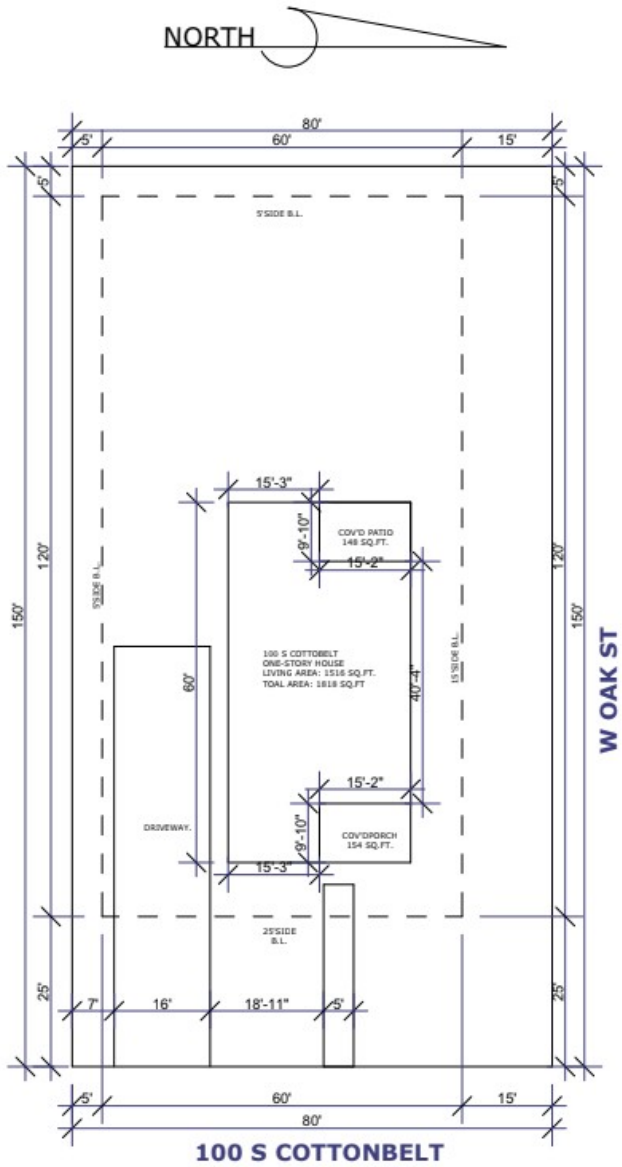
DATE: 07-06-2022

SHEET NAME

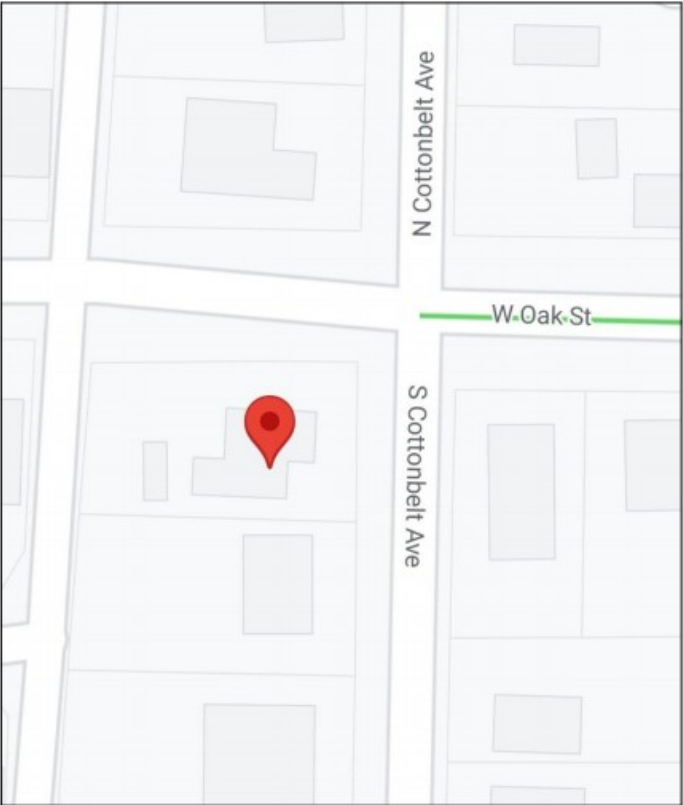
SITE PLAN

SHEET

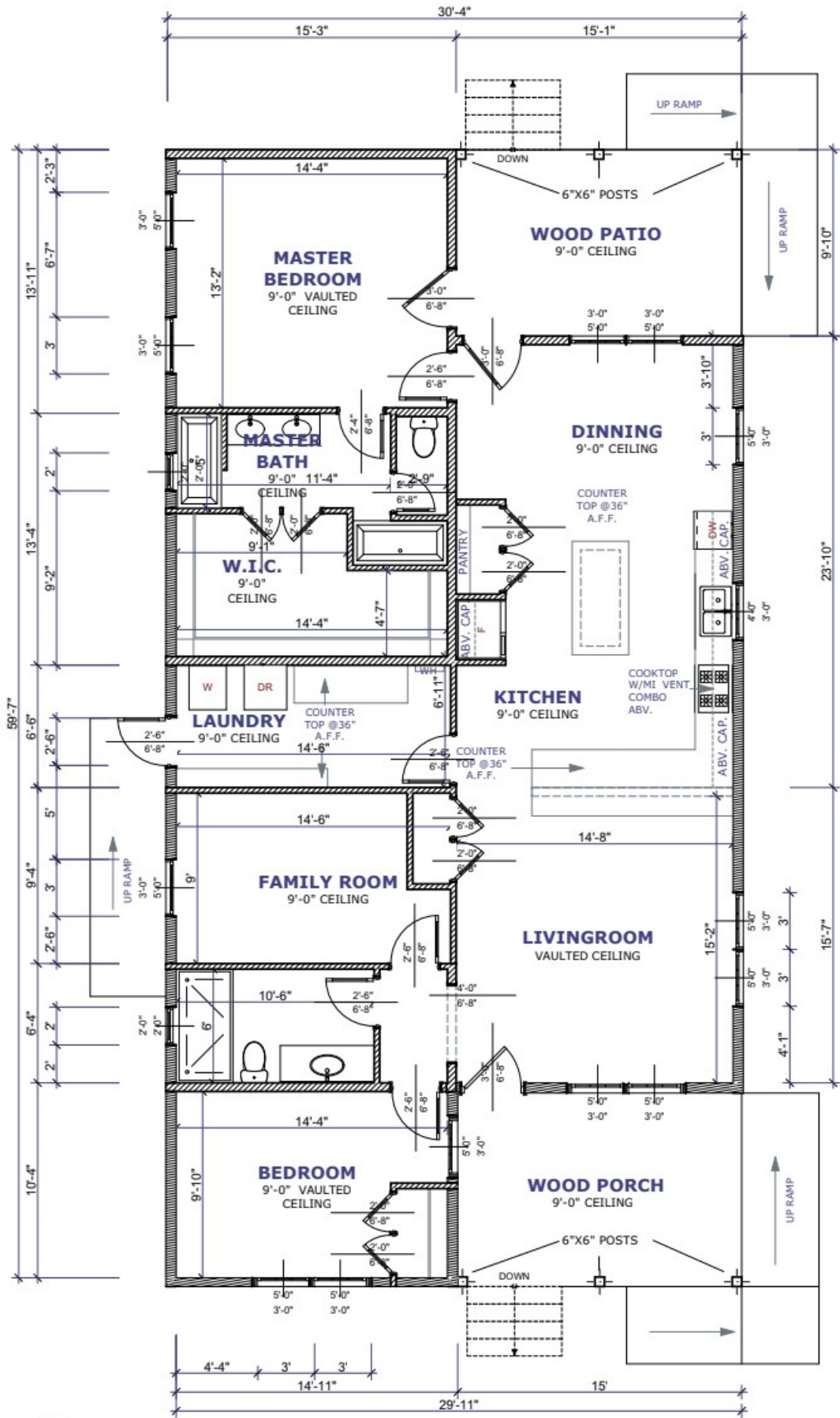
01



SITE PLAN  
SCALE: 1/32" = 1'-0"



SQUARE FOOTAGE	
FLOOR	AREA
LIVING	1516 sq.ft.
PORCH	154 sq.ft.
PATIO	148 sq.ft.
	1818 sq.ft.




1 First Floor Plan  
SCALE: 1/8" = 1'-0"

WINDOW SCHEDULE		
WINDOW SIZE		
TYPE	SIZE	QTY.
SH	3'-0" X 5'-0"	13
FX	2'-0" X 2'-0"	2
FX	4'-0" X 3'-0"	1

DOOR SCHEDULE		
DOOR SIZE		
SIZE		QTY.
2'-4" X 6'-8"		1
3'-0" X 6'-8"		3
2'-6" X 6'-8"		6
2'-0" X 6'-8"		9

SQUARE FOOTAGE	
FLOOR	AREA
LIVING	1516 sq.ft.
PORCH	154 sq.ft.
PATIO	148 sq.ft.
1818 sq.ft.	

PLANS AND PERMITS  
DALLAS



8500 N STEMONS FREEWAY  
DALLAS - TEXAS  
Serving the metroplex  
214-2131418

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PROJECT

NEW RESIDENCIAL  
CONSTRUCTION

ADDRESS

100 S COTTONBELT AVE,  
WYLIE, TX 75098

OWNER

DRAWN BY: J. LAINEZ

SCALE: 1/8" = 1'-0"

DATE: 07-06-2022

SHEET NAME

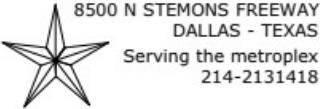
FIRST FLOOR PLAN

SHEET

02



PLANS AND PERMITS  
DALLAS



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PROJECT

NEW RESIDENTIAL  
CONSTRUCTION

ADDRESS

100 S COTTONBELT AVE,  
WYLIE, TX 75098

OWNER

DRAWN BY: J. LAINEZ

SCALE: 1/8" = 1'-0"

DATE: 07-06-2022

SHEET NAME

FACADE

SHEET

03



1

FRONT ELEVATION

SCALE: 1/8" = 1'-0"



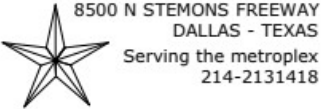
2

RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



PLANS AND PERMITS  
DALLAS



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PROJECT

NEW RESIDENCIAL  
CONSTRUCTION

ADDRESS

100 S COTTONBELT AVE,  
WYLIE, TX 75098

OWNER

DRAWN BY: J. LAINEZ

SCALE: 1/8" = 1'-0"

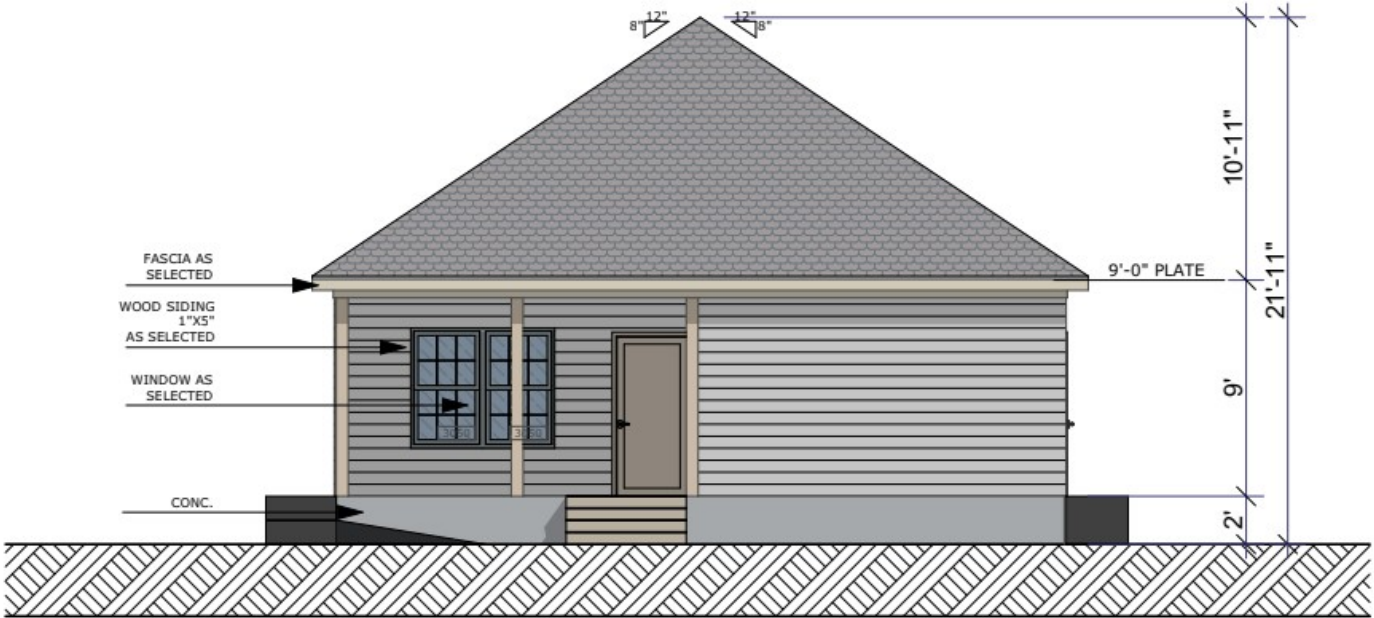
DATE: 07-06-2022

SHEET NAME

FACADE

SHEET

04



1

REAR ELEVATION (1)  
SCALE: 1/8" = 1'-0"



2

LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a Final Plat of Lots 1, 2, and 3, Block A of LI 78 Logistics Center, establishing three lots on 22.052 acres, generally located on the southwest corner of State Highway 78 and Wylie East Drive.

### Recommendation

Motion to approve Item as presented.

### Discussion

#### OWNER: LI Wylie TX Investor LP

#### APPLICANT: Kimley-Horn

The applicant has submitted a Final Plat to establish Lots 1, 2, and 3, Block A of LI 78 Logistics Center. The property is located on the southwest corner of State Highway 78 and Wylie East Drive. The 22.052-acre tract was approved by the City Council as Planned Development (PD 2022-33) in April 2022. The Preliminary Plat was approved in August 2022. The purpose of the Final Plat is to establish two commercial lots, one industrial lot, and the access drives for the development of a warehouse development.

This plat is dedicating access, fire, and utility easements for the Warehouse development located on Lot 1, Block A of LI 78 Logistics Center. One Access point is provided from Anson Parkway, one from Wylie East Drive, and two from State Highway 78. The two remaining commercial lots will require amended plats for access and utility easements at the time of their individual developments.

Two detention easements are provided on the east side of Lot 1 for the construction of detention ponds that shall serve the entire 22.052 tract.

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

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

#### P&Z Recommendation

The Commission voted 6-0 to recommend approval.



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°07'16"E	120.68'	L23	N00°52'44"E	9.90'	L45	S89°07'16"E	1007.00'	L67	S00°52'44"W	5.00'
L2	N00°52'44"E	129.40'	L24	N89°07'16"W	246.36'	L46	S00°52'44"W	109.60'	L68	S89°07'16"E	7.63'
L3	N89°07'16"W	8.00'	L25	N00°52'44"W	80.00'	L47	S89°07'16"E	8.00'	L69	N89°07'16"W	29.76'
L4	N00°52'44"E	10.00'	L26	N00°52'44"E	80.00'	L48	N00°52'44"E	10.00'	L70	N00°52'44"E	2.60'
L5	S89°07'16"E	8.00'	L27	N89°07'16"W	20.50'	L49	N89°07'16"W	8.00'	L71	N89°07'16"W	1945.14'
L6	N00°52'44"E	206.10'	L28	S00°52'44"W	10.00'	L50	S00°52'44"W	174.00'	L72	S45°52'44"W	87.12'
L7	S89°07'16"E	117.88'	L29	N89°07'16"W	10.00'	L51	N89°07'16"W	1007.00'	L73	S00°52'44"W	77.00'
L8	S89°09'16"E	7.34'	L30	N00°52'44"E	10.00'	L52	S44°07'16"E	100.10'	L74	S00°52'44"W	65.20'
L9	S89°07'16"E	426.87'	L31	N89°07'16"W	130.12'	L53	S89°07'16"E	294.75'	L75	S89°07'16"E	35.26'
L10	S12°03'50"E	37.47'	L32	S45°52'44"W	35.36'	L54	N00°52'44"E	2.50'	L76	S02°29'40"E	276.40'
L11	S89°07'16"E	176.30'	L33	N89°07'16"W	44.14'	L55	S89°07'16"E	267.70'	L77	N89°07'16"W	41.50'
L12	N00°52'44"E	22.87'	L34	N44°07'16"W	35.36'	L56	N89°07'16"W	267.70'	L78	N00°52'44"E	275.92'
L13	N44°07'16"E	16.21'	L35	N89°07'16"W	245.73'	L57	N00°52'44"E	2.50'	L79	S89°07'16"E	99.31'
L14	S89°07'16"E	130.21'	L36	S00°52'44"W	10.00'	L58	N89°07'16"W	803.94'	L80	S00°52'44"W	160.00'
L15	N89°07'16"W	138.52'	L37	N89°07'16"W	10.00'	L59	N44°07'16"W	100.97'	L81	N89°07'16"W	5.00'
L16	S00°52'44"W	31.49'	L38	N00°52'44"E	10.00'	L60	N40°52'44"E	24.64'	L82	N89°07'16"W	72.68'
L17	S00°52'44"W	253.81'	L39	N89°07'16"W	218.76'	L61	N00°52'44"E	77.00'	L83	N89°07'16"W	5.00'
L18	S89°07'16"E	147.92'	L40	S00°52'44"W	10.10'	L62	N40°52'44"E	58.60'	L84	N00°52'44"E	159.93'
L19	N89°07'16"W	147.91'	L41	N89°07'16"W	10.00'	L63	S89°07'16"E	1053.38'	L85	S00°52'44"E	25.12'
L20	S00°52'44"W	88.68'	L42	N00°52'44"E	10.10'	L64	N00°52'44"E	2.50'			
L21	S00°52'44"W	9.97'	L43	N89°07'16"W	240.44'	L65	S89°07'16"E	17.77'			
L22	N89°07'16"W	10.00'	L44	N00°52'44"E	343.50'	L66	N00°52'44"E	5.00'			

CURVE TABLE					CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH
C1	38°24'40"	30.00'	19.07'	S79°54'32"E	18.70'	C14	38°19'24"	30.00'	19.02'
C2	90°00'00"	30.00'	47.12'	N45°52'44"E	42.43'	C15	90°00'00"	30.00'	47.12'
C3	90°00'00"	80.00'	125.86'	N45°52'44"E	113.14'	C16	90°00'00"	30.00'	47.12'
C4	68°39'40"	30.00'	35.90'	N69°32'52"E	33.84'	C17	90°00'00"	30.00'	47.12'
C5	54°47'42"	10.00'	9.50'	N65°10'52"W	9.20'	C18	90°00'00"	30.00'	47.12'
C6	22°10'19"	30.00'	11.09'	N42°44'22"W	11.61'	C19	80°13'30"	25.00'	37.76'
C7	18°57'19"	30.00'	9.02'	S03°00'01"W	9.68'	C20	80°22'27"	25.00'	42.74'
C8	82°36'00"	30.00'	43.26'	S47°47'42"E	39.62'	C21	90°00'00"	25.00'	39.27'
C9	88°11'44"	50.00'	85.69'	N41°48'52"E	75.58'	C22	90°00'00"	25.00'	39.27'
C10	77°03'44"	50.00'	67.25'	S50°35'24"E	62.29'	C24	80°00'00"	25.00'	39.27'
C11	32°05'24"	80.00'	44.81'	S73°04'34"E	44.22'	C25	90°00'00"	20.00'	31.42'
C12	44°02'55"	80.00'	61.50'	S21°08'43"E	60.00'	C26	90°00'00"	20.00'	31.42'
C13	88°42'50"	60.00'	92.90'	S48°12'41"W	83.89'				

STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS, LI WYLIE INVESTOR, LP, is the Owner of a tract of land situated in the Francisco De La Pina Survey, Abstract No. 686, City of Wylie, Collin County, Texas, and being a portion of a called 22.052 acre tract of land described in the Special Warranty Deed to LI WYLIE TX Investor, LP recorded in Instrument No. 202200088639, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east line of Anson Parkway (a called 60-foot right-of-way) for the southwest corner of said 22.052 acre tract and the northwest corner of Lot 1, Block A of Cimaron Estates Phase II, an addition to the City of Wylie, Texas, according to the plat thereof recorded in Volume O, Page 362, Official Public Records, Collin County, Texas;

THENCE with said east right-of-way line, North 00°52'44" East, a distance of 573.60 feet to a 3-1/4" aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT" found at the intersection of said east right-of-way line of Anson Parkway and the south right-of-way line of State Highway No. 78 (a variable width right-of-way), at the beginning of a non-tangent curve to the left with a radius of 5,797.42 feet, a central angle of 05°36'42", and a chord bearing and distance of North 84°53'08" East, 567.59 feet.

THENCE with said south right-of-way line of State Highway No. 78, the following courses and distances:

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 567.81 feet to a 5/8" iron rod found for corner.

South 89°05'13" East, a distance of 443.19 feet to a 1/2" iron rod found for corner at the beginning of a non-tangent curve to the right with a radius of 1,195.96 feet, a central angle of 07°06'01", and a chord bearing and distance of North 42°34'55" East, 148.11 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 148.20 feet to a 1/2" iron rod found for corner at the beginning of a tangent curve to the right with a radius of 5,797.08 feet, a central angle of 02°50'34", and a chord bearing and distance of North 72°00'40" East, 287.60 feet.

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 287.63 feet to a Mag nail with washer stamped "KHA" found at the intersection of said south right-of-way line of State Highway No. 78 and the west right-of-way line of Wylie East Drive (a 100-foot wide right-of-way).

THENCE with said west right-of-way line of Wylie East Drive, the following courses and distances:

South 16°43'44" East, a distance of 11.77 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found for corner at the beginning of a tangent curve to the right with a radius of 1,900.00 feet, a central angle of 17°39'04", and a chord bearing and distance of South 07°54'12" East, 583.02 feet.

In a southeasterly direction, with said tangent curve to the right, an arc distance of 585.33 feet to a 5/8" iron rod with red plastic cap stamped "WAI 5714" found for corner;

South 00°58'51" West, a distance of 234.42 feet to a 5/8" iron rod with red cap stamped "WAI 5714" found for the southwest corner of said 22.052 acre tract and the northeast corner of Lot 22, Block A of said Cimaron Estates Phase II;

THENCE with the common line of said 22.052 acre tract and said Cimaron Estates Phase II, North 89°07'16" West, a distance of 1,475.01 feet to the POINT OF BEGINNING and containing a computed area of 960.576 square feet or 22.052 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, LI WYLIE TX INVESTOR, LP, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as LI 78 LOGISTICS CENTER, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown hereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof. The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_  
Authorized Signature of Owner

Printed Name and Title

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Colby Everett, Owner, 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 \_\_\_\_\_, 2022.

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That I, Craig D. Bartosh, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT 9/2/2022  
Signature of Registered Public Land Surveyor Registration No. 6458 Date

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Craig D. Bartosh, 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 \_\_\_\_\_, 2022.

Notary Public in and for the State of Texas

My Commission Expires On: \_\_\_\_\_

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & 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 certifies that the foregoing final plat of the subdivision or addition to the City of Wylie was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and the Council, by formal action, then and there accepted the dedication of streets, 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 acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

City Secretary City of Wylie, Texas

FINAL PLAT  
LI 78 LOGISTICS CENTER  
LOTS 1, 2 & 3, BLOCK A  
22.052 ACRES  
BEING ALL OF A CALLED 22.052 ACRE TRACT  
RECORDED IN INST. NO. 202200088639, O.P.R.C.T.  
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 225  
CITY OF WYLIE, COLLIN COUNTY, TEXAS

Kimley»Horn

SURVEYOR:  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, TWO GALLERIA OFFICE  
HOUSTON, TEXAS 77056  
DALLAS, TEXAS 75240  
CONTACT: CRAIG BARTOSH, RPLS  
PHONE: 972-770-1300  
CRAIG.BARTOSH@KIMLEY-HORN.COM

OWNER:  
LI WYLIE TX INVESTOR, LP  
1902 WASHINGTON AVENUE, SUITE A  
HOUSTON, TEXAS 77056  
CONTACT: COLBY EVERETT  
PHONE: 214-691-4900  
COLBY.EVERETT@LOVETINDUSTRIAL.COM

13455 Noel Road, Two Galleria Office  
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300  
Fax No. (972) 258-3820  
Scale Drawn by Checked by Date Project No. Sheet No.  
N/A MRW CDB Sep. 2022 069225654 2 OF 2



# Wylie City Council

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## AGENDA REPORT

Department: Animal Services  
Prepared By: Shelia Patton

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

### Subject

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

### Recommendation

Motion to approve Item as presented.

### Discussion

The ASAB met on September 14, 2022. The attached minutes, inspections, and statistical reports were considered, approved, and placed on file. This report is being submitted as required by city ordinance.





# Animal Shelter Advisory Board

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## Minutes

### Regular Meeting

**December 08, 2021 – 6:00 pm**

**Wylie Municipal Complex – Council Conference Room**

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

**Wylie, TX 75098**

### **CALL TO ORDER**

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*Announce the presence of a Quorum.*

Dr. Brad Abraham called to order the Animal Shelter Advisory Board meeting at 6:10 pm. Board members present Shelia Patton, Amber Porter, and Jeff Forrester. Quorum is present. Staff Liaison Lt. Matt Miller is also present.

### **INVOCATION & PLEDGE OF ALLEGIANCE**

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The invocation was given by Jeff Forrester. Jeff Forrester led the pledge of allegiance.

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

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

### **REGULAR AGENDA**

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- 1. Consider and act upon approval of the Animal Shelter Advisory Board minutes of November 17, 2021. (ASAB Chair)**

**Board Action**

A motion was made by Brad Abraham to accept the Animal Shelter Advisory Board minutes of November 17, 2021, as presented. Jeff Forrester seconded to accept the Animal Shelter Advisory Board minutes of November 17, 2021, as presented. A vote was taken, and the motion passed unanimously.

**WORK SESSION**

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**WS1. Shelter events and status November 18, 2021, thru December 8, 2021. (S. Patton, ASAB Board Member)**

Shelia Patton reports two items were presented by the board at the meeting held on November 17, 2021. Both items were presented by Jeff Forrester.

The city website has been updated to reflect Texas Coalition for Animal Protection, providing a quarterly low-cost vaccination program at the shelter. The department information has been updated with the schedule of the events as well as information for visitors of the event, such as English and Spanish versions of shot schedule suggestions and requirements of pet owners attending clinics at the facility.

The division presentation will be done at the same council meeting as the WPD presentation. This is currently scheduled for Jan 25, 2022 and will immediately follow Chief Henderson's presentation.

Patton asks if the board has any suggestions as to items they would like to see included in the presentation. Suggestions are given to include statistical information and areas that would increase the positive public perception of animal services and the valuable work that is done. Information related to community involvement, rescue, and foster program participation should be considered. Consider relating information beyond normal daily activities such as enforcement.

The annual state-required veterinarian inspection has been completed. The inspection was successful and compliant, as reported by Brad Abraham. The written inspection report will be included in the next packet as the inspection fell out of the time frame to include due to posting requirements.

Patton reports that the Home for the Holidays event will be held beginning December 13, 2021, and will run through the season. At this time, there are only four canines available. Three are large pitbull mixes and one very hyper German Shepard mix. One will be having skin tags removed that are believed to be hindering adoption. They are non-cancerous but do cause potential adopter's concern. There is a fifth adult at the facility. We are seeking rescue assistance as this is an unaltered 88-pound deaf and blind Akita mix.

The staff continues to be below full staffing. Qualified applicants are not applying. New hires will take months to fully field and in-house train. State testing and state-required training must be completed at this same time. Staff Liason Matt Miller reports discussion is taking place to consider what adjustments to the position could be made to widen the applicant pool. Chief Henderson is looking into options to assist the division with the assistance of Brent Parker.

Operations continue as limited during the extreme staffing shortage. Adoptions continue to be done by appointment and show to continue being a successful method.

#### **ADJOURNMENT**

Motion was made by Dr. Brad Abraham and seconded by Amber Porter to adjourn the meeting. With no further business before the board, the board's consensus was to adjourn at 6:43 pm.

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**Brad Abraham, ASAB Chair**

**ATTEST:**

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**Shelia Patton, ASAB member**



# Inspection for Rabies Quarantine Facilities and Impoundment/Shelter Facilities

10/11/2022 Item E.

Date 12/6/2021 Name of Manager Shelia Patton Registration No. 03.025  
 Name of Establishment City of Wylie Animal Control Inspector Bud Abraham DVM  
 Location of Establishment 949 Hensley Lane Mailing Address 949 Hensley Lane  
 City Wylie State TX Zip Code 75098  
 Phone 972-429-8047 County \_\_\_\_\_

**Note to Inspector: Put Yes, No, or N/A (Not Applicable) in the columns to the right of the question.**

A. General - [Section 169.26(a)]			
<i>Structural Strength</i>		<i>Records (cont.)</i>	
1. Is the facility structurally sound and maintained in good repair in order to protect the animals from injury, contain them, and prevent transmission of diseases?	Y	13. Do records document animal description, impoundment and disposition dates, and method of disposition?	Y
<i>Water and Electric Power</i>		<i>Heating</i>	
2. Does the facility have reliable and adequate electricity to comply with other requirements?	Y	14. Are animals protected from cold and inclement weather and direct effects of wind, rain, and snow?	Y
3. Does the facility have potable water?	Y	15. Is auxiliary heat or bedding provided if temperature is below 50°F?	Y
<i>Storage</i>		<i>Cooling and Ventilation</i>	
4. Are food and bedding stored to protect them against infestation or contamination by vermin?	Y	16. Are animals protected from any form of overheating and from direct rays of sun?	Y
5. Is a refrigerator available for perishable foods?	Y	17. Is there adequate ventilation to minimize drafts, odors, and moisture condensation, plus fresh air provided?	Y
<i>Waste Disposal</i>		18. Is extra ventilation, such as fans or air conditioning, provided in indoor facilities if temperature is 85°F or above?	Y
6. Are there provisions for the removal and disposal of animal and food wastes, bedding, dead animals, and debris?	Y	<i>Lighting</i>	
7. Are disposal facilities operated in a manner that minimizes vermin infestations, odors, and disease hazards?	Y	19. Is lighting adequate to permit routine inspection and cleaning?	Y
8. Is there a suitable method for rapidly and safely removing water and other liquid wastes?	Y	20. Are primary enclosures situated to protect the animals from excessive illumination (man-made or natural)?	Y
<i>Washrooms and Sinks</i>		<i>Construction</i>	
9. Are there facilities (washrooms, basins, or sinks) for employees to wash their hands?	Y	21. Is the facility constructed to protect the animals and not create a health risk or public nuisance?	Y
<i>Management</i>		22. Are building surfaces constructed of nonabsorbent materials that can be readily sanitized?	Y
10. For facilities located in a county with a population of 75,000 or over (only), in accordance with Chapter 823.003		23. Is the floor made of durable, nonabsorbent material?	Y
a. Are animals separated by species and by sex?	Y	<i>Primary Enclosures</i>	
b. Are animals of relatively the same size sharing cages/pens?	Y	24. Are primary enclosures maintained in good repair, impervious to moisture, and readily sanitized?	Y
c. Are sick or injured animals segregated from healthy animals?	Y	25. Do primary enclosures enable the animal to remain dry and clean and protect the animal's feet and legs from injury?	Y
11. For facilities located in a county with a population of 75,000 or over (only), in accordance with Chapter 823.005		26. Do the cages and kennels provide enough space for each animal to be in comfortable positions?	Y
Has the governing body of the city or county in which the shelter is located established an advisory committee to assist in compliance with Chapter 823?	Y	<b>B. Feeding - [Section 169.26(b)]</b>	
<i>Records</i>		27. Are dogs and cats fed at least once a day, except as directed by a veterinarian? Are other animals fed as described on packaging of a commercial, species-specific food or as directed by a veterinarian (see #32 for ferret requirements)?	Y
12. Does the facility keep records on each animal?	Y	28. Is food wholesome, palatable, free from contamination, of sufficient nutritive value, and accessible to animals?	Y

Inspector Initials: BA Date: 12/6/2021

<b>Feeding (cont.)</b>		<b>Rabies Quarantine Facilities (Completed by DSHS)</b> [Section 169.27(a)]	
29. Are food pans kept clean and sanitary, and if disposable food pans are used, are they discarded after each feeding?	Y	37. Is there documentation of twice-daily observations of quarantined animals?	Y
<b>C. Watering - [Section 169.26(c)]</b>		<b>Rabies Quarantine Facilities (Completed by DSHS Only) - [Section 169.28(a)]</b>	
30. Do animals have convenient access to fresh water and is it offered at least twice daily for at least an hour?	Y	38. Does the facility have a written Standard Operating Procedure (SOP)?	Y
31. Are the water bowls clean and sanitary?	Y	39. Is the SOP specific for the facility?	Y
32. Do domestic ferrets have 24-hour access to water in a drinking bottle and to food?	Y	40. Is the SOP posted or otherwise readily available to all employees?	Y
<b>D. Sanitation - [Section 169.26(d)]</b>		41. Is the SOP designed to ensure effective and safe quarantine procedures?	Y
33. Are excreta removed from primary enclosures often enough to prevent contamination of the animals (at least once a day)?	Y	42. Do enclosures have solid walls to prevent physical contact between animals?	Y
34. Are primary enclosures maintained in a sanitary condition?	Y	43. Do enclosures have tops to prevent escape?	Y
35. Are the building and premises kept clean?	Y	44. Do quarantine runs, cages, or rooms have "Rabies Quarantine" signs posted?	Y
<b>E. Pest Control - [Section 169.26(e)]</b>		<b>For Facilities Subject to Chapter 829 (Located in Non-exempt County) - (Sections 829.002 and 829.007)</b>	
36. Is there a regular program in place for control of insects, ectoparasites, and other pests and is the facility free from visible signs of vermin?	Y	45. This standard is for purposes of meeting requirements set forth in Chapter 829 only. Are all employees whose primary job is to enforce animal control laws in compliance with training requirements (Sec. 829.002)? If so, this inspection form serves as a certificate of compliance per Section 829.007.	Y

This facility has approximately 24 cat cages and 41 dog cages/pens.

When the facility was inspected today, it was housing approximately 6 cats and 7 dogs.

**Inspector Comments:**

☐ Check here if additional inspector comments are attached

**Facility Rating:** Satisfactory ✓ Unsatisfactory \_\_\_\_\_ Probation \_\_\_\_\_

If applicable, timeline for probationary period \_\_\_\_\_

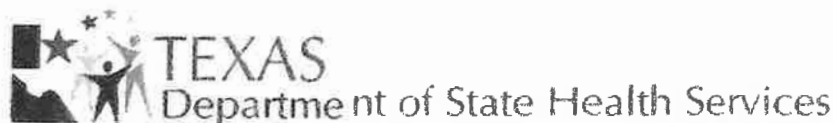
As the inspector, I certify that I have personally inspected this facility and that it conforms to the statements above.

[Signature]  
Inspector  
[Signature]  
Manager

12/6/2021  
Date  
12/6/2021  
Date

\_\_\_\_\_  
Regional Veterinarian

\_\_\_\_\_  
Date



Zoonosis Control  
6/08 Stock No. Z-3

Facility: Wyle Animal ShelterRegistration No: 03-025

**Texas Department of State Health Services  
Inspection for Rabies Quarantine Facilities and  
Impoundment/Shelter Facilities  
Z-3 Supplemental for Additional Comments**

Inspector comments continued:

Inspector Initials: DA Date: 12/06/2021

## Inspection for Animal Shelter, Impoundment, and Rabies Quarantine Facilities

Date 2/18/22 Name of Manager Shelia Patton Registration No. 03-025  
 Name of Establishment Wylie Animal Control Inspector Jessica Kirkland  
 Location of Establishment 949 Hensley In building 100 Mailing Address \_\_\_\_\_  
 City Wylie State TX Zip Code 75098  
 Phone 972-429-8047 County Collin

Note to Inspector: Put Yes, No, or N/A (Not Applicable) in the columns to the right of the question.

A. General - [TAC Section 169.26(a)]		Heating	
Structural Strength		14. Are animals protected from cold and inclement weather and direct effects of wind, rain, and snow?	Yes
1. Is the facility structurally sound and maintained in good repair in order to protect the animals from injury, contain them, and prevent transmission of diseases?	Yes	15. Is auxiliary heat or bedding provided if the temperature is below 50°F when animals are present?	Yes
Water and Electric Power		Cooling and Ventilation	
2. Does the facility have reliable and adequate electricity to comply with other requirements?	Yes	16. Are animals protected from any form of overheating and from direct rays of the sun?	Yes
3. Does the facility have fresh, clean water available?	Yes	17. Are fresh air and adequate ventilation to minimize drafts, odors, and moisture condensation provided?	Yes
Storage		18. Is extra ventilation, such as fans or air conditioning, provided in indoor facilities if the temperature is 85°F or above when animals are present?	Yes
4. Are food and bedding stored to protect them against infestation or contamination by vermin?	Yes	Lighting	
5. Is a refrigerator available for perishable foods?	Yes	19. Is lighting adequate to permit routine inspection and cleaning?	Yes
Waste Disposal		20. Are primary enclosures situated to protect the animals from excessive illumination (man-made or natural)?	Yes
6. Are there provisions for the removal and disposal of animal and food wastes, bedding, dead animals, and debris?	Yes	Construction	
7. Are disposal facilities operated in a manner that minimizes vermin infestations, odors, and disease hazards?	Yes	21. Is the facility constructed to protect the animals and not create a health risk or public nuisance?	Yes
8. Is there a suitable method for rapidly and safely removing water and other liquid wastes?	Yes	22. Are building surfaces constructed and maintained so that they are impervious to moisture and can be readily sanitized?	Yes
Washrooms and Sinks		23. Is the floor made of durable, nonabsorbent material?	Yes
9. Are there facilities (such as washrooms, basins, or sinks) for employees to wash their hands?	Yes	Primary Enclosures	
Management		24. Are primary enclosures structurally sound, maintained, and constructed with surfaces that are impervious to moisture and can be readily sanitized?	Yes
10. For facilities located in a county with a population of 75,000 or over (only), in accordance with THSC Section 823.003:		25. Do primary enclosures enable the animal to remain dry and clean and protect the animal's feet and legs from injury?	Yes
a. Are animals separated by species and by sex?	Yes	26. Do the cages and kennels provide enough space for each animal to make normal postural adjustments without touching the top of the enclosure, including turning freely, standing easily, sitting, stretching, moving its head, lying in a comfortable position with limbs extended, and moving and assuming a comfortable posture for feeding, drinking, urinating, and defecating?	Yes
b. If not related to one another, are animals of relatively the same size sharing cages/pens?	Yes	B. Feeding - [TAC Section 169.26(b)]	
c. Are sick or injured animals segregated from healthy animals?	Yes	27. Are dogs and cats fed at least once a day or more often as appropriate for the age and condition of the animal, except as directed by a veterinarian? Are other animals fed as described on packaging of a commercial, species-specific food or as directed by a veterinarian (see #32 for ferret requirements)?	Yes
11. For facilities located in a county with a population of 75,000 or over (only), in accordance with THSC Section 823.005:			
Has the governing body of the city or county in which the shelter is located established an advisory committee to assist in compliance with THSC Chapter 823?	Yes		
Records			
12. Does the facility keep records on each animal?	Yes		
13. Do records document animal description, impoundment and disposition dates, and method of disposition?	Yes		

TAC=Texas Administrative Code, THSC=Texas Health and Safety Code

Inspector Initials: JLK

Date: 2/18/22

Facility: Wyle Animal controlRegistration No: 03-025

<b>Feeding (cont.)</b>		<b>Rabies Quarantine Facilities (Completed by DSHS Only) - [TAC Section 169.27(a)]</b>	
28. Is food wholesome, palatable, free from contamination, of sufficient nutritive value to meet daily requirements, and accessible to animals?	<u>yes</u>	38. Is there documentation of twice-daily observations of quarantined animals?	<u>yes</u>
29. Are food pans kept clean and sanitary, and if disposable food pans are used, are they discarded after each feeding?	<u>yes</u>	<b>Rabies Quarantine Facilities (Completed by DSHS Only) - [TAC Section 169.28(a) and THSC Section 826.042(g)]</b>	
<b>C. Watering - [TAC Section 169.26(c)]</b>		39. Does the facility have a written Standard Operating Procedure (SOP)?	<u>yes</u>
30. Do animals have convenient access to fresh water and is it offered at least twice daily for at least an hour (except as directed by a veterinarian)?	<u>yes</u>	40. Is the SOP specific for the facility?	<u>yes</u>
31. Are the water bowls clean and sanitary?	<u>yes</u>	41. Is the SOP posted or otherwise readily available to all employees?	<u>yes</u>
32. Do domestic ferrets have 24-hour access to water in a drinking bottle and to food?	<u>yes</u>	42. Is the SOP designed to ensure effective and safe quarantine procedures?	<u>yes</u>
<b>D. Sanitation - [TAC Section 169.26(d)]</b>		43. Do enclosures have solid walls to prevent physical contact between animals?	<u>yes</u>
33. Are excreta removed from primary enclosures often enough to prevent contamination of the animals (at least once a day)?	<u>yes</u>	44. Are the primary enclosures enclosed on all sides, including the top, to prevent escape?	<u>yes</u>
34. Are cages, rooms, and pens maintained in a sanitary condition?	<u>yes</u>	45. Does each quarantine run, cage, and kennel containing a quarantined animal have a "Rabies Quarantine" placard/sign posted on it?	<u>yes</u>
35. Are the building and premises kept clean?	<u>yes</u>	<b>For Facilities Subject to THSC Chapter 829 (Located in Non-exempt County) - (Sections 829.002 and 829.007)</b>	
<b>E. Pest Control - [TAC Section 169.26(e)]</b>		46. This standard is for purposes of meeting requirements set forth in THSC Chapter 829 only. Are all employees whose primary job is to enforce animal control laws in compliance with training requirements (Sec. 829.002)? If so, this inspection form serves as a certificate of compliance per Section 829.007.	<u>yes</u>

This facility has approximately 17 cat cages and 39 dog cages/pens.When the facility was inspected today, it was housing approximately 2 cats and 5 dogs.

Inspector Comments:

☐ Check here if additional inspector comments are attachedFacility Rating: Satisfactory ✓

Unsatisfactory \_\_\_\_\_

Probation \_\_\_\_\_

If applicable, timeline for probationary period \_\_\_\_\_

As the inspector, I certify that I have personally inspected this facility and that it conforms to the statements above.

Inspector Signature [Signature]Date 2/18/22

The signatures below acknowledge completion and receipt of the inspection form:

Manager (retain pink copy after signature) [Signature]Date 2/18/22Regional Zoonosis Control (ZC) Veterinarian [Signature]Date 3/30/22

White original and yellow copy to DSHS Regional Office after Inspector's and Manager's signatures. Regional Office retains yellow copy after ZC Veterinarian's signature and returns original with all signatures to facility.

TAC=Texas Administrative Code, THSC=Texas Health and Safety Code



TEXAS  
Health and Human  
Services

Texas Department of State  
Health Services  
Zoonosis Control

# Animal Shelter Advisory Board Report

January thru December 2021

	Dogs	Cats	Others	Total
Impounds	449	142	223	814
Owner Surrender	6	5	0	11
Stray	329	83	90	502
Quarantine	67	6	0	73
Safe Keeping	19	2	0	21
DOA	28	36	106	170
Trapped by resident	0	10	27	37
Born at Shelter	0	0	0	0

Dispositions	Dogs	Cats	Others	Total
Return to Owner	323	19	38	380
Adopted	73	69	8	150
Rescued	7	2	13	22
Euthanized	9	13	18	40
Other	4	2	19	25

## Euthanasia Reason

Behavioral	7	0	0	7
Medical	2	13	14	29
Policy- H.R.R.C	0	0	4	4
Wild Animal	0	0	0	0

Euthanasia for dogs 2.11%

Euthanasia for cats 12.04%

Euthanasia for dogs & cats total 4.11%

Dogs at facility at end of report: 11

Dogs at facility at beginning of report: 6

Cats at facility at end of report: 3

Cats at facility at beginning of report: 2

**Euthanasia Rate for Facility January 1, 2021 thru December 31, 2021: 4.11%**

# Animal Shelter Advisory Board Report

January thru March 2022

	Dogs	Cats	Others	Total
Impounds	99	26	40	165
Owner Surrender	0	0	0	0
Stray	75	10	10	95
Quarantine	10	1	0	11
Safe Keeping	6	2	0	8
DOA	7	12	27	46
Trapped by resident	1	1	3	5
Born at Shelter	0	0	0	0

Dispositions	Dogs	Cats	Others	Total
Return to Owner	75	3	3	81
Adopted	14	10	0	24
Rescued	3	0	0	3
Euthanized	0	4	3	7
Other	0	0	7	7

## Euthanasia Reason

Behavioral	0	0	0	0
Medical	0	4	3	7
Policy- H.R.R.C	0	0	0	0
Wild Animal	0	0	0	0

Euthanasia for dogs 0.00%

Euthanasia for cats 23.53%

Euthanasia for dogs & cats total 3.33%

Dogs at facility at end of report: 11

Dogs at facility at beginning of report: 11

Cats at facility at end of report: 0

Cats at facility at beginning of report: 3

**Euthanasia Rate for Facility January 1, 2022 thru March 31, 2022: 3.33%**

**Euthanasia Rate for Facility January 1, 2022 thru March 31, 2022: 3.33%**

# Animal Shelter Advisory Board Report

April thru June 2022

	Dogs	Cats	Others	Total
Impounds	145	58	74	277
Owner Surrender	6	1	0	7
Stray	100	35	15	150
Quarantine	26	2	0	28
Safe Keeping	4	3	0	7
DOA	8	14	48	70
Trapped by resident	1	3	11	15
Born at Shelter	0	0	0	0

Dispositions	Dogs	Cats	Others	Total
Return to Owner	105	6	1	112
Adopted	23	14	0	37
Rescued	1	0	2	3
Euthanized	2	3	5	10
Other	0	1	17	18

## Euthanasia Reason

Behavioral	2	0	0	2
Medical	0	3	4	7
Policy- H.R.R.C	0	0	1	1
Wild Animal	0	0	0	0

Euthanasia for dogs 1.35%

Euthanasia for cats 6.82%

Euthanasia for dogs & cats total 2.60%

Dogs at facility at end of report: 17

Dogs at facility at beginning of report: 11

Cats at facility at end of report: 20

Cats at facility at beginning of report: 0

1 chicken

**Euthanasia Rate for Facility April 1, 2022 thru June 30, 2022: 2.60%**

**Euthanasia Rate for Facility January 1, 2022 thru June 30, 2022: 2.99%**





# Wylie City Council

## AGENDA REPORT

Department: Parks and Recreation  
Prepared By: Brent Stowers

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

### Subject

Consider, and act upon, approval of the Park Event Application from the Wylie P.O.L.I.C.E. Club, a non-profit organization, to hold their annual Wylie P.O.L.I.C.E. Club Co-Ed Softball Tournament fundraiser event in Founders Park on November 5, 2022.

### Recommendation

Motion to approve Item as presented.

### Discussion

This is an annual fundraiser event, requested by applicant Michael Stewart, to hold a Co-Ed softball tournament at Founders Park, with the goal to raise money for their club. This club is run by the Wylie Police Department. The applicant plans to set up tables to sell pre-packaged food items and drinks and the softball tournament will consist of 18 teams in a double elimination style.

The Parks and Recreation Board approved this application at the September 12<sup>th</sup> board meeting.



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

## Park Event Application

*This application must be submitted a minimum of eight weeks prior to your event date. Special events, meetings, and gatherings (other than typical parties or picnics) will require submission of a Park Event Application prior to reservation approval. Please call the Parks Administration at 972-516-6340 if you have any questions pertaining to the Park Event Application.*

### Applicant Information

**Name of Organization \***

Wylie P.O.L.I.C.E. Club

**Website**

[https://www.wylietexas.gov/community2/youth\\_programs/police\\_club.php](https://www.wylietexas.gov/community2/youth_programs/police_club.php)

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

☒ Yes ☐ No

**Please upload 501c3 Documents**

### Contact Information

**Primary Contact Name \***

Michael Stewart

### Event Information

**Event Name/Title \***

Wylie P.O.L.I.C.E. Club Co-Ed Softball Tournament

**Event Type \***

Fundraiser

**Purpose of event \***

Fundraiser for Wylie P.O.L.I.C.E. Club

**Event Location \***

Founders Park

851 Hensley Lane

**Proposed Event Date \***

11/05/2022

**Alternative Event Date \***

11/12/2022

**Start Time \***

07:00:00 AM

Include Setup

**End Time \***

10:00:00 PM

Include Cleanup

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

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

☒ Yes ☐ No

**Please specify all items you plan to sell**

The P.O.L.I.C.E. Club will set up tables to sell packaged food items and drinks as part of the fundraiser.

**Will there be food items provided?**

☒ Yes ☐ No

**Please specify the types of food items to be provided**

prepackaged food items and drinks

**Who is providing the food?**

☒ Applicant  
☐ Food Vendor  
☐ Other

**Anticipated number of Participating Vendors \***

1

**Anticipated Event Attendance \***

500

**Event Target Audience \***

Wylie Community

**Event Details \***

The Wylie P.O.L.I.C.E. Club which is run by the Wylie Police Department is hosting a Co-Ed Softball Tournament. The main purpose of the event is a fundraiser for the P.O.L.I.C.E. club. The event will consist of 18 teams in a double elimination style tournament.

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

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

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

**Signature**

*Michael Stewart*

**Date \***

08/11/2022



# Wylie City Council

## AGENDA REPORT

**Department:** Finance  
**Prepared By:** Melissa Beard

**Account Code:** See Exhibit A

### Subject

Consider, and act upon, Ordinance No. 2022-66 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Item as presented.

### Discussion

This request is to provide funds for installation of artificial turf for the home plate and pitching mound circles at Community Park. The Wylie Baseball Softball Association will donate the money to reimburse the expense once we know the exact amount needed. This budget amendment is to add \$50,000 as a donation and \$50,000 for the work to be done. This amount is an estimate.

This is a budget neutral amendment.

**ORDINANCE NO. 2022-66****AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2022-56, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION I:** The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-66, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

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

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 11th day of October, 2022.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

**Budget Amendment**  
**Parks A&I Donation for Community Park Improvements**

**Exhibit A**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
121	4000	48440	Contributions/Donations		50,000.00
121	5622	58150	Land Betterments	50,000.00	
Total				50,000.00	50,000.00



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 100-5155-58810  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the approval of the purchase of Streaming Equipment, Installation and Streaming Services (#W2022-98-I) from Swagit Productions LLC in the amount of \$99,089.00 through a cooperative purchasing contract with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve Item as presented.

### Discussion

The City's current streaming hardware has become outdated, and staff can no longer source replacement parts. The City's current vendor, Swagit, completed a site survey and submitted a proposal through the use of a cooperative contract. The scope of work includes updates to the necessary streaming requirements and hardware to accommodate current technology, and includes a basic closed captioning system. The new system will improve the video quality for citizens watching the live stream as well as past meetings on the City's website. The system is designed for future expansion if the City chooses to do so.

Staff recommends the one-time purchase of hardware and installation in the amount of \$74,549.00, and annual streaming services support and closed captioning basic services in the estimated annual amount of \$24,540.00 from Swagit Productions LLC through a TIPS cooperative contract as providing the best overall value to the City. Approval of this item will establish an annual agreement for services with renewals.

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.

TIPS #200105 / Wylie #W2022-98-I





# Wylie City Council

## AGENDA REPORT

Department: Public Art

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

Prepared By: C. Ehrlich

### Subject

Consider and act upon, a recommendation by the Public Art Advisory Board for the final artist, design, and contract to commission art for the entrance to the Municipal Walking Trails, not to exceed \$85,000.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Public Arts Advisory Board issued a Call for Artists for the entrance to the Municipal Complex Walking Trails located behind City Hall. The total budget for this project is \$85,000 including materials, artist fees, fabrication, and other related to the contract.

The theme chosen for the project is “The History of the Blackland Prairie.” This will be a multi-year project with sculptures dedicated to the history of the area. It will include indigenous people that lived and hunted in the prairie, animals that roamed the prairies, and insects and plant species that were natural to the areas. The board received 68 submissions and chose three semi-finalists to visit the City to view the site and tour the City and existing art. They also attended a Public Art Input meeting to hear from the public regarding art for this site. On September 15, 2022 the artists completed their proposals and presented them to both the Selection Panel and the Public Arts Advisory board. Selection Panel members included: Pat Bentine (artist-citizen); Cheryl Mabry, (artist); Joshua Smith (citizen); Anita Jones (citizen); Steve Shank (PAAB representative); and Gloria Suarez (Parks Board member).

Katy Antill was unanimously chosen as the final artist for the project at an artist fee of \$85,000. The panel and board felt her proposal “The Revery” best fit the site-specific needs, the theme, and the intent of the project. The proposed artwork is a free standing sculpture grounded and framed using stained and sealed Carbon Steel. The piece includes over 160 square feet of hand-cut, detailed mosaic, using exterior grade ceramic tile, vitreous glass, mirror and LED lighting. Additional materials will include VersaBond Flex Mortar, Prism Grout, and Siloxane water-repellent. Images in the mosaic will include plants, insects, and animals that were part of the Blackland Prairie years ago and many that still exist today.

Artist Katy Antill is present to give a short presentation and answer any questions Council may have.

The contract attached has been reviewed by the City Attorney’s Office prior to presentation.

**AGREEMENT**

**BETWEEN**

**THE CITY OF WYLIE, TEXAS**

**AND**

**KATY ANTILL, ARTIST**  
**dba LEGACY MOSAIC, LLC**

**FOR**

**THE FABRICATION AND INSTALLATION OF THE PROPOSED**  
**WYLIE MUNICIPAL WALKING TRAILS ENTRY, ART PROJECT**  
**300 COUNTRY CLUB ROAD, WYLIE, TEXAS 75098**

Made as of the 11 day of October, 2022.

Between City:  
City of Wylie, Texas  
300 Country Club Road  
Wylie, Texas 75098  
Telephone (972) 516-6000  
-

and Artist(s):  
Kathryn B. Antill  
dba Legacy Mosaic  
3411 Gannett Street  
Houston, Texas 77025  
Telephone 713-459-3430

Project: Fabrication and Installation of the proposed public art title **“THE REVERY”**

This Agreement (“Agreement”) is made and entered by and between the **City of Wylie, Texas**, a home-rule municipality (“City”), and Kathryn B. Antill (“Artist”), to be effective from and after the date as provided herein. City and Artist are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, City desires to engage the services of Artist to fabricate and install a 360-degree sculpture measuring 8’-6” high x 7’-6” wide x 13’-6” long as designed and depicted in Exhibit A (“Artwork”) as described in Exhibit A, in connection with the Public Art Project at Wylie Municipal Complex Walking Trails, which shall be installed in the location designated by City on property located at 300 Country Club Road, Wylie, Texas Walking Trails Entry Art (“Project”);

WHEREAS, Artist desires to render all services necessary for the Project on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1 ARTIST'S SERVICES

**1.1 Employment of Artist** — City hereby agrees to retain Artist to provide the Services as set forth herein in connection with the Project. Artist agrees to perform such Services in accordance with the terms and conditions of this Agreement.

**1.2 Scope of Services** — The parties agree that Artist shall provide the services and deliverables that are set forth and described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (“Scope of Services”), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the Services and deliverables as specified by the terms and conditions of this Agreement (collectively, the “Services”). The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City (“Change Orders”). Artist shall not perform any “extra” work and/or additional services without a duly executed, written change order issued by the Wylie City Manager or authorized designee.

**1.3 Schedule of Work** — Artist agrees to commence work immediately upon execution of this Agreement and receipt of first payment, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget, attached hereto as Exhibit “B” and incorporated herein by reference for all purposes. Notwithstanding anything herein to the contrary, fabrication of the Artwork shall be completed no later than July 15, 2023. The Artwork shall be delivered and installed on or before August 1, 2023 or reasonably promptly thereafter, as determined by City in its sole discretion. The Artwork shall not be delivered to the Wylie Municipal Complex (Walking Trails) site before the City is notified by written notice from the Artist of the delivery date (“Notice of Delivery”) and after all portions of the base construction and lighting infrastructure have been completed by Artist. Delivery and full installation of the Artwork shall be completed within fourteen (14) days of the Notice of Delivery.

## ARTICLE 2 CITY'S RESPONSIBILITIES

**2.1 Project Data** — If reasonably requested by Artist, City shall furnish required information that it has in its possession as of the date of the request, and Artist shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

**2.2 City Project Manager** — City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project (“Project Manager”). City or the Project Manager shall examine the documents submitted by Artist and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Services. Artist understands

and agrees that the Project Manager and his or her authorized representative are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

### **ARTICLE 3 ARTIST’S COMPENSATION**

**3.1 Compensation for Artist’s Services** — As described in Article 1, Artist’s Services of this Agreement, compensation for this Project shall be on a milestone basis, in an amount not to exceed Eighty-Five Thousand and No/100 Dollars (\$85,000.00) (“Artist’s Fee”), and will cover all Services to be rendered and materials to be provided in accordance with this Agreement. Artist’s Fee shall be paid in accordance with this Article 3 and the Completion Schedule/ Project Billing /Project Budget as set forth in Exhibit “B”. The final fifteen (15) percent of the Artist’s Fee, or Twelve Thousand Seven Hundred Fifty and No/100 Dollars, (\$12,750.00) (“Final Payment”), shall not be paid to Artist until Artist has completed, delivered and installed, as applicable, all of the Artwork, Services and tasks described in Exhibits “A” and “B” to City’s satisfaction.

**3.2 Invoices** — No payment to Artist shall be made until Artist tenders an invoice to City. Payments are payable to Artist within thirty (30) days from the date of invoice as long as the invoice is mailed to City within three (3) days of the date of the invoice. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit “A”. If any invoice remains outstanding and unpaid for more than sixty (60) days from the date of invoice, and Artist has fully performed its obligations as set forth herein, Artist has the option upon written notice to City, to suspend all work specified under this Agreement until the account is brought current. Continued performance and/or completion of work by Artist under this Agreement shall resume upon the payment of the earned fees by City.

**3.3 Failure to Pay** — Failure of City to pay an invoice, for a reason other than cause, within sixty (60) days from the date of the invoice shall grant Artist the right, in addition to any and all other rights provided, to, upon written notice to City, refuse to render further Services to City and such act or acts shall not be deemed a breach of this Agreement. City shall not be required to pay any invoice submitted by Artist if Artist breached any provision(s) herein.

**3.4 Adjusted Compensation** — If the Scope of Services for the Project or if the Services are materially changed by written change order, the amounts of the Artist’s Fee shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Artist as a result of any material change to the Scope of Services for the Project shall be agreed upon in writing by both parties before the Services are performed.

**3.5 Project Suspension** — If the Project is suspended or abandoned, in whole or in part, by City for more than three (3) months, Artist shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Artist shall deliver to City all finished or unfinished Artwork, documents, data, studies, surveys, drawings, maps, models, reports, photographs and /or any other items prepared by Artist in connection with this Agreement prior to Artist receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Artist’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Artist after the Project is resumed shall be agreed upon in writing by both parties before the Services are performed.

## ARTICLE 4 OWNERSHIP AND COPYRIGHT

**4.1 Ownership of Work** — Upon completion, the Artwork and the Project shall be the sole property of City, and Artist shall not make any duplicate work of the same or substantially similar size, nor shall Artist grant permission to others to do so except with the written permission of City. City shall be entitled to copies of the plans and the maquette which are prepared by Artist in connection with the development and fabrication of the Project under this Agreement. The ownership of the Artwork is automatically transferred to and vested in City upon full payment of the Artist's Fee as set forth in Article 3.1 of this Agreement.

**4.2 Ownership of Copyright** — Artist shall retain the copyright to the Artwork. Artist shall take all steps, at his own expense, to protect the copyright of the Artwork.

**4.3 License to City** — Artist irrevocably licenses City, its employees, representatives, officers and agents, the right to make photographs, two dimensional reproductions, and adaptations of the work for educational, public relations, arts promotional and other non - commercial purposes. For the purposes of this Agreement, the following, among others, are deemed to be reproductions and/or adaptations for non-commercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, books, art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations.

**4.4 Copyright Notice** — City undertakes to use its reasonable efforts to include in any reproductions which it makes of the Artwork a copyright notice in the following form: Copyright Kathryn B Antill, Artist.

**4.5 Representations and Warranties Regarding Copyright** — Artist represents and warrants that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party. Artist represents and warrants that the Artwork is an edition of 1, unless otherwise agreed upon with the City.

## ARTICLE 5 FABRICATION

**5.1 Specifications** — Artist will fabricate the Artwork, or cause it to be fabricated, in substantial conformity with the design approved by City as set forth in Exhibit "A".

**5.2 Changes** — Any significant changes to the Artwork by either Artist or as requested by City will be approved in writing by the other party. For purposes of this Agreement, a significant change will mean any change, including but not limited to, a change in the scope, design, color, size or material of the Artwork, which affects cost, installation, site preparation, maintenance and concept as represented in the design described in Exhibit "A". If Artist wishes to make a significant change to the Artwork, he/she must request written approval from City of the change in writing at the address provided in Section 14. City will provide a written response within thirty (30) calendar days.

**5.3 Review of the Artwork** — City will be given access to the Artwork during reasonable business hours at Artist's or fabricator's studio in order to review the Artwork and Artist's or fabricator's progress with fabrication of the Artwork. Alternatively, City may request, and shall be given photographic documentation of Artist's progress.

**5.4 Notification of Fabrication Completion** — Artist shall notify City in writing pursuant to Section 14 when the Artwork is completed and ready for delivery. Designated representatives of City will have the opportunity to inspect the Artwork under Section 5.3 for conformity with the design and structural requirements prior to delivery and to give written approval or disapproval of the Artwork for thirty (30) business days following notice from the Artist. As an alternative to the studio inspection, photographic documentation may be submitted to City upon completion of the Artwork. City will be responsible for providing electrical connection to the site; Artist is responsible for preparation of site, base construction, lighting, and all other specifics regarding the installation of the Artwork at the site.

**5.5 Warranty of Craftsmanship** — Artist warrants that the Artwork will be free of defects in workmanship and materials. In the event that any defects become apparent in the workmanship or materials within five (5) years of the execution of this Agreement, Artist will remedy any defects at Artist's sole cost and expense provided that City has followed and documented the maintenance procedures detailed in Exhibit "A".

## **ARTICLE 6 STORAGE**

**6.1 Storage** — Artist shall be solely responsible for any and all necessary storage and transportation costs associated with this Agreement as provided by the mutually agreed delivery and installation timetable. If, for reasons outside the control of Artists, there is a delay in installation, City will store the Artwork at a secure City facility. If the delay in installation is caused by Artist, Artist will be responsible for the costs of storage. Artist will be on site at time of delivery of the Artwork.

## **ARTICLE 7 FINAL APPROVAL OF ARTWORK**

**7.1 Final Approval** — Within ten (10) business days after the permanent installation of the Artwork, City will inspect the Artwork to determine whether it conforms to all of the requirements of this Agreement. If City finds that any aspect of the Artwork is not in conformance with this Agreement, City will notify Artist in writing within seven (7) business days of the inspection. Artist will have an opportunity to address and cure any defects, requests or concerns of City within fifteen (15) days of the date of City's notice provided pursuant to this Article 7. All of the foregoing is without prejudice to any other remedies available to City under this Agreement or at law.

## **ARTICLE 8 INTEGRITY OF THE WORK**

**8.1 Repairs and Maintenance** - City shall exercise reasonable care to protect, repair, and maintain the work. Artist agrees to cooperate with and advise the City in connection with any such non-routine maintenance, including, without limitation, damage by acts of God, vandalism, conservation and/or replacement of any portion of the Artwork to the extent that he or she is able to do so.

During Artist's lifetime, City will not undertake any non-routine maintenance on the Artwork without attempting to consult with the Artist or his or her authorized representative unless an emergency requires the City to do so.

**8.2 Relocation of the Work** – To the extent that the Artwork is capable of being relocated, the City shall have the right to do so. If feasible, the City shall attempt to consult with the Artist concerning the relocation of the Artwork prior to any such relocation; however, the Artist's approval is not required for the relocation, if any. If the Artist is not pleased with such relocation, he or she shall have the right to renounce credit for the Artwork. If Artist renounces credit for his Artwork, this would include, among other things, relinquishment and abandonment of the copyrights described herein.

**8.3 Credit** – City agrees, at its own expense, to prepare and install at or near the Project a public notice, the form and exact location of which shall be solely determined by City, giving Artist credit for the creation of the Artwork.

## **ARTICLE 9 INSURANCE COVERAGE**

**9.1 Required Insurance** — Artist shall, at Artist's sole cost and expense, procure and maintain the types and amounts of insurance set forth herein for and during all aspects and phases of this Project. Artist shall be required to provide and maintain general liability insurance with a minimum of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate. In addition, Artist shall procure and maintain insurance for loss (including theft, fire and damage) and employee health and disability insurance, as well as any statutorily required workers' compensation insurance. All insurance and certificate (s) of insurance shall contain the following provisions:

1. Name City, its officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.
2. Provide for at least thirty (30) days prior written notice to City for cancellation, non - renewal or material change of the insurance.
3. Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**9.2 Insurance Company Qualification** — All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

**9.3 Certificate of Insurance** — A certificate of insurance and endorsement (s) evidencing the required insurance shall be submitted no later than the date of the execution of this Agreement. If this Agreement is renewed or extended by the City, a certificate of insurance and endorsement(s) shall also be provided to the City prior to the date the Agreement is renewed or extended.



## ARTICLE 10

### AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Artist agrees that at any time during normal business hours and as often as City may deem necessary, Artist shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Artist agrees that he or she is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit attached hereto as Exhibit “C” and incorporated herein by reference for all purposes, and will abide by the same. Further, Artist shall execute the CIQ Affidavit attached hereto as Exhibit “D”. Artist understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Artist agrees that he or she is further aware of the vendor disclosure requirements set forth in Chapter 176, LOCAL GOV’ T CODE, as amended, and will abide by the same.

## ARTICLE 11

### TERMINATION OF AGREEMENT/REMEDIES

**11.1 Artist Default** — Failure or refusal of Artist to perform any act herein required, unless mutually agreed to in writing by City and Artist, shall constitute a default under this Agreement. In the event of a default, in addition to any other remedy available to City, this Agreement may be terminated by City upon ten (10) days’ written notice. Such notice does not waive any other legal remedies available to City. Should termination occur due to Artist default, Artist will refund any payments received, in addition to any other remedies available to City under this Agreement or at law. In the event of any termination under this article, Artist shall deliver to City all work, entirely or partially completed, in addition to any other remedies available to City under this Agreement or at law.

**11.2 Conditions for Termination of Agreement Other than Artist’s Default** — If City deems, in its sole discretion, the Project design is inappropriate or unworkable for the site, or if the deadlines specified herein are not met due, in whole or in part, to the Artist’s actions and/or omissions, or if cost estimates indicate that the Project cannot be completed within the Project budget, City retains the right to terminate this Agreement and is released from the obligation to enter into fabrication and installation of Artist’s design concept for the Project.

In the event of any termination under this Section 11.2, Artist shall deliver to City all work, entirely or partially completed. Artist shall receive as compensation, full payment for Services satisfactorily performed, as solely determined by City, as outlined in Exhibit “B”, as applicable, to the date of the termination notice received. City shall make this final payment within thirty (60) days of notifying the Artist. Any payment not timely made under this Section 11.2 is subject to interest charges as described in Section 3.1.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

## **ARTICLE 12 DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

## **ARTICLE 13 INDEMNITY**

**ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES ( INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES INCLUDING LOSS OF USE), CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND /OR PROPRIETARY CLAIM, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY' S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND /OR OMISSION OF ARTIST, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM ARTIST IS LEGALLY RESPONSIBLE, IN ITS /THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY ARTIST PURSUANT TO THIS AGREEMENT HEREINAFTER ("CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL. IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN ARTIST AND HIS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR' S OR EMPLOYEE' S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH ARTIST, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO**

**RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ARTIST IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.**

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

#### **ARTICLE 14 NOTICES**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the 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 to any courier service that provides a return receipt showing the date of actual delivery of the 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 City, addressed to it at:  
Brent Parker, City Manager  
Carole Ehrlich, Public Arts Coordinator  
City of Wylie  
300 Country Club Road, Bldg. 100  
Wylie, Texas 75098

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 -4054

If to Artist, addressed to him at:

**Agreement for Walking Trails Entry- Public Art Project, Kathryn Antill, Artists, dba Legacy Mosaic, LLC**

Kathryn B. Antill, Artist  
3411 Gannett Street  
Houston, TX 77025

## ARTICLE 15 MISCELLANEOUS

**15.1 Complete Agreement** — This Agreement, including the exhibits hereto labeled “A” through “D”, all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented and/or modified except by written agreement, duly executed by both parties. To the extent that any provision of this Agreement should conflict with the provisions of an exhibit, the provisions of this Agreement shall prevail. The following exhibits are attached and made part of this Agreement:

**Exhibit “A”**, Scope of Services.

**Exhibit “B”**, Compensation Schedule/ Project Billing/ Project Budget.

**Exhibit “C”**, Affidavit.

**Exhibit “D”**, Conflict of Interest Questionnaire, Form CIQ.

**15.2 Assignment and Subletting** — Artist agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City, except for transportation, delivery and foundry services. Artist further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Artist of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Artist, and there shall be no third party billing.

**15.3 Attorney’s Fees** — If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Artist, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable and necessary attorneys’ and experts’ fees and litigation expenses to be fixed by the court both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOVT CODE §271.153, as it exists or may be amended, if applicable.

**15.4 Successors and Assigns** — City and Artist, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**15.5 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.

15.6 **Venue** — This entire Agreement is performable in Collin County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regard to Texas' choice of law provisions. The exclusive venue for any action arising out of the parties' performance under this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

15.7 **Execution/Consideration** — This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

15.8 **Authority** — The individuals executing this Agreement on behalf of the respective parties below represent to each other 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 affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

15.9 **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.

15.10 **Headings** — The headings of the various sections of this Agreement are included solely for the convenience of reference and are not to be full or accurate descriptions of the content thereof.

15.11 **Multiple Counterparts** — This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

15.12 **Immunity** — The parties acknowledge and agree that, in executing and performing this Agreement, City 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.

15.13 **Representations** — Each signatory represents his Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

15.14 **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.

15.15 **Death of Artist** — In the event the Artist dies or becomes incapacitated during the term of this Agreement, the fabrication, delivery and installation of the Artwork shall be completed pursuant to the Artist's design, conception and plans by: Name: Patty Larkin, Address: 4311 La Mont Circle Bellaire, TX, 77401 Telephone: 832-215-6056, E-mail: pblarkin1118@yahoo.com.

15.16 **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.

15.17 **Reference to Artist** — When referring to “Artist,” this Agreement shall refer to and be binding upon Artist, and his partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Artist is legally responsible.

15.18 **Reference to City** — When referring to “City,” 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.

15.19 **No Joint Enterprise** — The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of either of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

*(Signature page follows.)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

**CITY:**

**City of Wylie, Texas**  
a home-rule municipality

**ARTIST:**

**Kathryn Antill, Artist**  
**dba Legacy Mosaic, LLC**

By: \_\_\_\_\_  
Brent Parker, City Manager

By:  \_\_\_\_\_  
Kathryn B. Antill, Artist

**Approved as to Form:**

By: \_\_\_\_\_  
Abernathy, Roeder, Boyd & Hullett, P.C.  
Ryan Pittman, City Attorneys

STATE OF TEXAS §  
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for this State of Texas, on this day personally appeared **BRENT PARKER**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

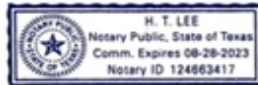
Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Notary Public in and For the State of Texas

STATE OF Texas §  
 COUNTY OF Harris §

BEFORE ME, the undersigned authority, a Notary Public in and for this State of Texas, on this day personally appeared **KATHRYN B. ANTILL**, Artist, 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 consideration expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3<sup>rd</sup> day of October, 2022.



\_\_\_\_\_  
 Notary Public in and For the State of Texas



## EXHIBIT “A” SCOPE OF SERVICES

### Project Description

#### (“REVERY” Public Art Project)

To fabricate and install a 360-degree sculpture measuring 8’-6” high x 7’-6” wide x 13’-6” long as designed and depicted in Exhibit A (“Artwork”) as described in Exhibit A, in connection with the Public Art Project at Wylie Municipal Complex Walking Trails Entrance, at 300 Country Club Road, Wylie Texas 75098.

- A) Following a site visit, submit final schematic drawings of the proposal, based upon submitted maquette to City staff and the Public Arts Advisory Board for their review and approval within sixty (60) days of the receipt of this agreement. These drawings will include:
- Detailed information of every physical feature of the construction of the Artwork and its integration with the site with any proposed changes to the previously submitted concept highlighted. (Final Design).
  - A description of any issues involved in the construction, integration and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
  - A final project budget breakdown not to exceed \$85,000.
  - An installation timeline.
- B) Following formal approval by the Public Arts Advisory Board, and the Wylie City Council, the Artist shall submit drawings stamped by an engineer, located and licensed by the State of Texas and paid for by the Artist, for certification that the Artwork, foundation, and its connection will be structurally sound.
- C) Artist shall fabricate and install the Artwork in substantial conformity with the approved design. Any significant changes in the concept, as defined in Article 5.2, must be approved by the City. It is the responsibility of the Artist to coordinate with the City, the Project Landscape Architect, and Contractor to ensure that the site is prepared to receive the Artwork. Artist will be responsible for preparation of the site, including installation of the foundation base, risers, sculptures and lighting. City will be responsible for landscaping around the space and electrical power to the site.
- D) Upon completion of the permanent installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance, as provided in this Agreement. Artist will complete City’s maintenance worksheet and submit it to the City within ten (10) days of City’s final acceptance of the Artwork.

## MAINTENANCE PROCEDURES

Materials and Care Information Sheet (to be filled out by the artist and submitted upon completion of the project prior to final payment.)

Artist: Katy Antill

Date: 10/03/22

Title of Work: **“REVERY”**

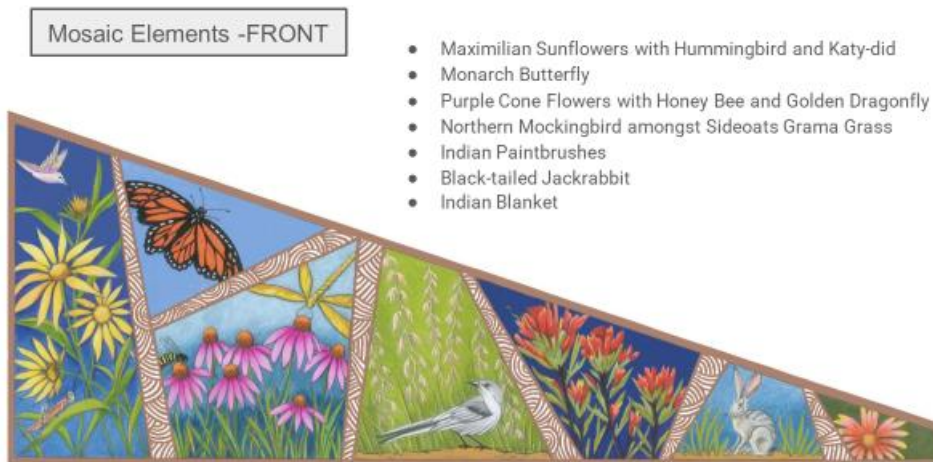
Media: Mixed media of ceramic tile, glass and steel

Specific materials used (Brand name and type of all materials, i.e. type of paper and fiber content, metal alloy, chemical composition of patina, etc.) see attached product sheets.

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.): laser cutting of steel; welding; thin setting and grouting of mosaic sections

Fabricator name and address (if other than artist): Renfrow and Co. 37 Lyerly St. Houston, Tx. 77022 \_

Installation materials and techniques (Attach as-built drawings as appropriate):  
Concrete footings; thin setting and grouting of tiles; securing lighting.



Mosaic Elements -BACK

- Prairie Field Mouse
- Zebra Longwing
- Evening Primrose with Cloudless Sulphur butterfly
- White-tailed Deer with the native prairie grass, Blazing Star
- Mexican Hat flowers with small insects to be added during fabrication
- Red Shouldered Hawk
- American Bison



**Recommended Maintenance procedures:**

*see attached document*

**Cautions regarding maintenance, handling, etc:**

*See attached document*

# Materials

## THE MOSAIC

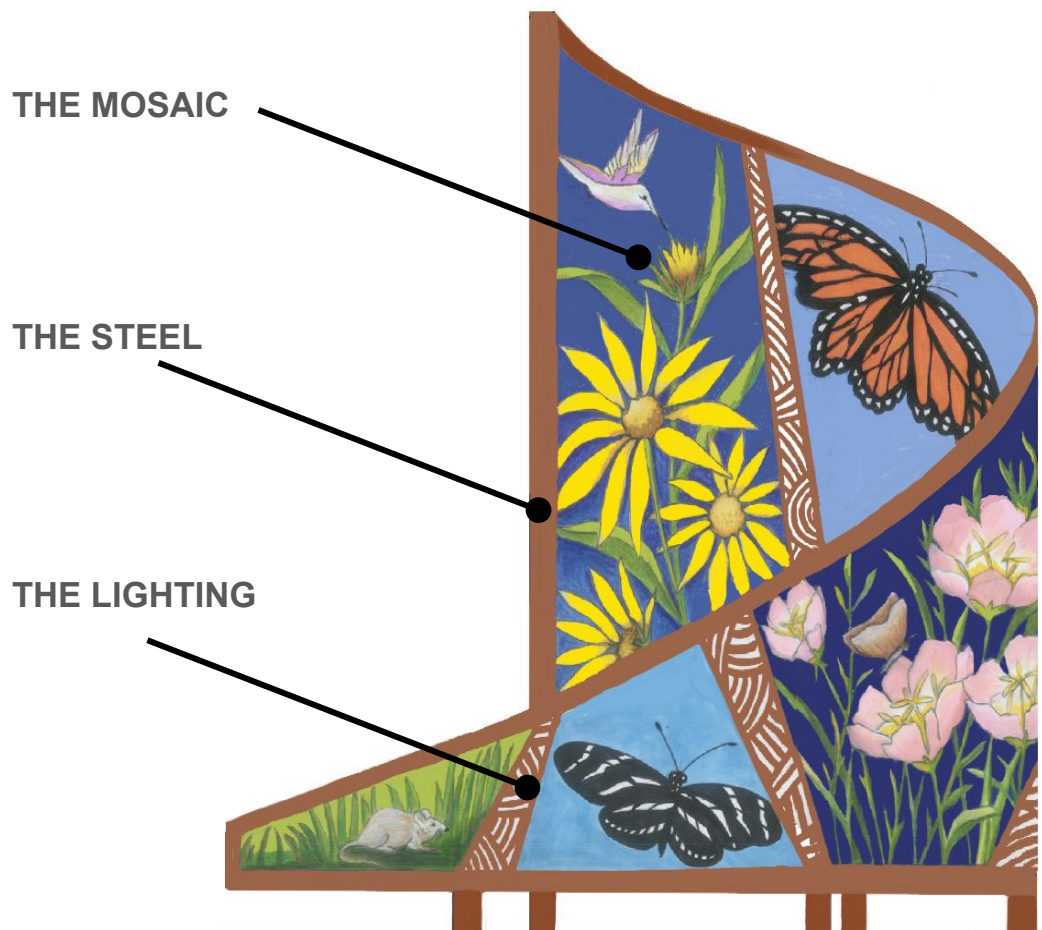
- The piece includes over 160 square feet of hand-cut, detailed mosaic, using exterior grade, frost proof colorful tiles manufactured in the USA by Natural Hues in Washington state.
- Accents of Vitreous Glass and reflective mirror will appear throughout the piece
- Mosaic work will be fabricated in sections in studio, then installed and grouted on site during installation

## THE STEEL

- The structure is grounded and framed using stained and sealed Carbon Steel
- CNC plates will be laser cut (in studio) with design for the sunlight to glow through and the LED lighting to shine through in the evening
- Channel cap for top, bottom and sides, with angle iron to support mosaic backer boards
- All manufacturing of steel frame and decorative plates will be done in studio and installed in sections on site

## THE LIGHTING

- Removable and replaceable weatherproof LED flex tube lighting will be secured inside the laser cut steel sections on site during installation
- The lighting will illuminate the piece and create interactive ground shadows 360 degrees around the piece.







FLOOR | WALL

**NATURAL HUES™**  
ECO-BODY CERAMIC

 **daltile®**  
IMAGINE WHAT'S POSSIBLE™





Cover photo features a mosaic mural using Natural Hues™ glazed tiles, smooth and abrasive.  
Above photo features Natural Hues™ glazed tiles on the backsplash.

## Create Personalized Designs to Meet Your Natural Style

For variety, color options, and versatility in design, no tile can outdo Natural Hues. With this tile, you can create customized murals, borders and patterns. Choose from a smooth finish or abrasive styles, depending on the look or effect desired.

- **NATURAL VERSATILITY**
  - Available in over 50 colors
  - Offered in various shapes and sizes, ranging from 2 x 2 to 12 x 24
  - Coordinating trim available
- **DISTINCTIVE DESIGNS**
  - Ideal for creating customized murals, borders and patterns
  - Further personalize your design by choosing between a smooth finish or abrasive surface for DCOF  $\geq$  0.60.



**PRE-CONSUMER  
RECYCLED MATERIALS**



**MADE IN THE U.S.A.**

All or select items within this series meet the requirements for these qualifications. For more information visit [daltile.com](http://daltile.com).

### USAGE

Floors

Walls

Countertops

F

W

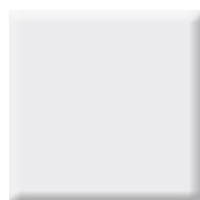
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SPECIAL ORDER

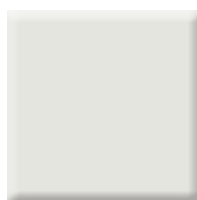
# NATURAL HUES™

ECO-BODY CERAMIC

## FLOOR TILE



PEARL WHITE  
QH63 (2)



CARNATION  
QH48\* (2)



IVORY  
QH24 (1)



VANILLA  
QH23 (1)



ALMOND  
QH02 (1)



MICA PINPOINT  
QH81 (1)



ROSE BEIGE  
QH19 (1)



SPICE  
QH20 (1)



MUSHROOM  
QH16 (1)



PEBBLE  
QH18 (1)



BIRCH  
QH84 \*(1)



BUTTERCREAM  
QH06 (1)



LACE  
QH83\*(1)



DAISY  
QH97 (2)



DIJON  
QH73 (2)



BUTTERSCOTCH  
QH07 (1)



SUNSET  
QH94\*(2)



ORANGE POPPY  
QH95\*(2)



MANGO  
QH71 (2)



CINNAMON  
QH50 (1)



LATTE  
QH26 (1)



CHOCOLATE  
QH27 (1)



ESPRESSO  
QH85 (1)



MIST  
QH15 (1)



MINT  
QH58 (2)



ASPEN  
QH42 (2)



JADE  
QH55 (2)



HONEYDEW  
QH86 (1)



KIWI  
QH30 (1)



FERN  
QH80 (2)



SWEET PEA  
QH28 (1)



EVERGLADE  
QH52 (2)



PEACOCK  
QH62 (2)



PINE  
QH64 (2)



SPRING GREEN  
QH29 (1)



PAPRIKA  
QH72 (2)

All colors available with abrasive content upon request.  
 \*Recommended for walls only. May exhibit crazing.  
 (1) and (2) indicate price group, (1) being the least expensive.

(Colors continued on next page)

FLOOR | WALL

**NATURAL HUES™**

ECO-BODY CERAMIC

SPECIAL ORDER

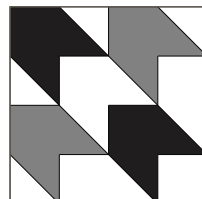
## FLOOR TILE

CANDY APPLE  
QH93\*(2)ROMA RED  
QH96 (2)TUSCANY  
QH74 (2)CAYENNE  
QH49 (2)BURGUNDY  
QH47 (2)WISTERIA  
QH70 (2)GRAPE  
QH54 (2)EGGPLANT  
QH51 (2)ICEBERG  
QH82 (1)STARLIGHT  
QH68 (1)AZURE  
QH44 (2)AEGEAN  
QH41 (1)ATLANTIS  
QH43 (2)PACIFIC  
QH61 (2)REGENCY BLUE  
QH67\* (2)PERIWINKLE  
QH31 (1)BLUEBERRY  
QH46 (2)MIDNIGHT BLUE  
QH57 (2)REAL TEAL  
QH66 (2)CINDER  
QH08 (1)STEEL  
QH21 (1)RAVEN  
QH65\* (2)BLACK  
QH45 (1)

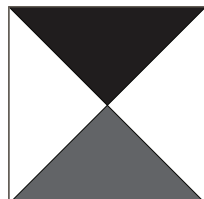
All colors available with abrasive  
content upon request.  
\*Recommended for walls only.  
May exhibit crazing.  
(1) and (2) indicate price group,  
(1) being the least expensive.

## VISION ON NATURAL HUES™

Patterns offered in Core Program:



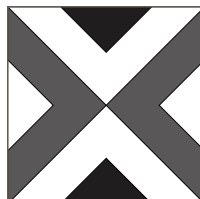
ARROWS



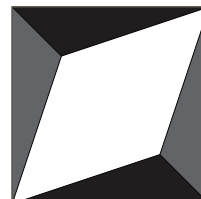
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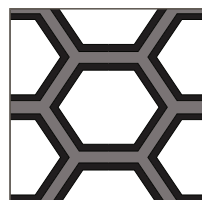
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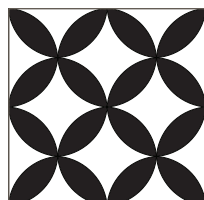
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CUBE



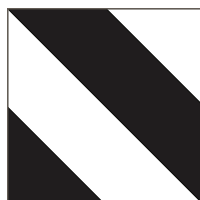
HONEYCOMB



PETALS



STEEL



2 STRIPES

















Vision available in 8 x 8 and 12 x 12 only. Specify Natural Hues Color # and Vision Pattern.



# NATURAL HUES™

ECO-BODY CERAMIC

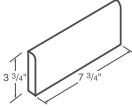
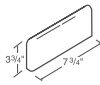


## SIZES

			Thickness	Sq. Ft./ Carton	Pieces/ Carton
	12 x 24 Floor Tile	(11-7/8" x 23-7/8") (30.16 cm x 60.64 cm)	5/16"	16.00	8
	12 x 12 Floor Tile	(11-7/8" x 11-7/8") (30.16 cm x 30.16 cm)	5/16"	15.00	15
	6 x 12 Floor Tile	(5-7/8" x 11-7/8") (14.92 cm x 30.16 cm)	5/16"	9.00	18
	3 x 9 Floor Tile	(2-7/8" x 8-7/8") (7.30 cm x 22.54 cm)	5/16"	6.75	36
	8 x 8 Floor Tile	(7-7/8" x 7-7/8") (20.00 cm x 20.00 cm)	5/16"	12.00	27
	8" Hex	(7-7/8" x 7-7/8") (20.00 cm x 20.00 cm)	5/16"	9.00	27
	4 x 8 Floor Tile	(3-7/8" x 7-7/8") (9.84 cm x 20.00 cm)	5/16"	12.00	54
	2 x 8 Floor Tile	(1-7/8" x 7-7/8") (4.76 cm x 20.00 cm)	5/16"	12.00	108
	6 x 6 Floor Tile	(5-7/8" x 5-7/8") (14.92 cm x 14.92 cm)	5/16"	11.00	44
	3 x 6 Floor Tile	(2-7/8" x 5-7/8") (7.30 cm x 14.92 cm)	5/16"	11.00	88
	4 x 4 Floor Tile*	(3-7/8" x 3-7/8") (9.84 cm x 9.84 cm)	5/16"	12.00	108
	2 x 4 Floor Tile	(1-7/8" x 3-7/8") (4.76 cm x 9.84 cm)	5/16"	12.00	216
	3 x 3 Floor Tile*	(2-7/8" x 2-7/8") (7.30 cm x 7.30 cm)	5/16"	11.00	176
	2 x 2 Floor Tile*	(1-7/8" x 1-7/8") (4.76 cm x 4.76 cm)	5/16"	11.00	396
	3 x 9 Oval	(2-7/8" x 8-7/8") (7.30 cm x 22.54 cm)	5/16"	4.88	26
	3 x 6 x 8 EL Hex	(2-7/8" x 5-7/8" x 7-7/8") (7.30 cm x 14.92 cm x 20.00 cm)	5/16"	12.00	48
	3 x 6 Bevel	(2-7/8" x 5-7/8") (7.30 cm x 14.92 cm)	5/16"	10.00	80

Vision available in 8 x 8 and 12 x 12 only.



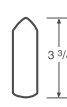
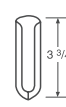

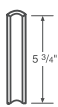
\* Sizes available sheet-mounted and in custom patterns upon request.  
All colors are available with abrasive surface upon request.

## TRIM

	Number	Size	Number	Size
Surface Bullnose Runners   Q-1485 Illustrated	Q-1225	2 x 2	Q-1485	4 x 8
	Q-1335	3 x 3	Q-1845	8 x 4
	Q-1245	2 x 4	Q-1665	6 x 6
	Q-1425	4 x 2	Q-1885	8 x 8
	Q-1285	2 x 8	Q-11265	12 x 6
	Q-1825	8 x 2	Q-16125	6 x 12
	Q-1365	3 x 6	Q-1365 Bevel	3 x 6
	Q-1635	6 x 3	Q-1635 Bevel	6 x 3
	Q-1395	3 x 9	Q-1395 Oval	3 x 9
	Q-1935	9 x 3	Q-1935 Oval	9 x 3
	Q-1445	4 x 4		
Universal Bullnose Corners   QC-1485 Illustrated	QC-1225	2 x 2	QC-1665	6 x 6
	QC-1335	3 x 3	QC-1885	8 x 8
	QC-1445	4 x 4		
Cove Base Flat Top   Q-3666 Illustrated	Q-3666	5-3/8 x 6		
	Q-3686	5-3/8 x 8		
	Q-36126	6 x 12		
Cove Base Round Top   Q-3685 Illustrated	Q-3665	6 x 6		
	Q-3685	6 x 8		
	Q-36125	6 x 12		

Left and Right Corners are also available for most bullnose and cove base items.

## CORNER TRIM

Outside Corners		Eagle Beaks Out/Inside		Quarter Rounds Out/Inside	
					
QC-3666 6" Flat Top	QC-3665 6" Round Top	QC-104	QB-104	Q-106*	Q-107*

# NATURAL HUES™

## ECO-BODY CERAMIC

### APPLICATIONS

	Target DCOF Wet	Suitable
Dry & Level – Interior Floor	N/A	✓
Wet & Level – Interior Floor	≥ 0.42	✓*
Shower Floors (Residential or Light Commercial)	≥ 0.42	✓**
Exterior Floor Applications (including pool decking & other wet areas with minimal footwear)	≥ 0.60	✓*
Ramps & Inclines	≥ 0.65	
Walls/Backsplashes	N/A	✓
Countertops	N/A	✓
Pool Linings	N/A	✓***

A DCOF value of ≥ 0.42 is the standard for tiles specified for level interior spaces expected to be walked upon when wet, as stated in ANSI A137.1-2012, Section 9.6. For more information about DCOF and the DCOF AcuTest™, visit [daltile.com/DCOF](http://daltile.com/DCOF).

#### APPLICATION NOTES:

Suitable for exterior applications in freezing and non-freezing climates, when proper installation methods are followed.


High Gloss colors are recommended for wall applications only.

\* Abrasive surface only

\*\* 2 x 2 and 3 x 3 sizes only

\*\*\* 6 x 6 maximum size

### INSTALLATION

Grout Joint Recommendation	Shade Variation
1/4" 2 x 2 & 2 x 4: 1/8"	 Low (V1)

### PERFORMANCE CHARACTERISTICS

	ASTM#	Result
Water Absorption	C373	< 6.0%
Breaking Strength	C648	> 250 lbs
Scratch Hardness	MOHS	5.0-7.0
Chemical Resistance	C650	Resistant
Abrasion Resistance	C1027	3

For additional information on test results, visit us at:  
[daltile.com/information/TestResults](http://daltile.com/information/TestResults).

### NOTES

Since there are variations in all fired ceramic and natural products, tile and trim supplied for your particular installation may not match samples. Final confirmation should be made from actual tiles and trim prior to installation. Manufactured in accordance with ANSI A137.1 standards.

Not for use on ramps. Water, oil, grease, improper drainage and certain footwear can create slippery conditions. Floor applications expected to be exposed to these conditions require extra caution in product selection.

For additional information refer to "Factors to Consider" at: [daltile.com/Factors](http://daltile.com/Factors).



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CREDITS. For more detailed information,  
visit [daltilegreenworks.com](http://daltilegreenworks.com).

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## SAFETY DATA SHEET

### CERAMIC TILE

**Tile Series:** **Natural Hues**

#### 1. PRODUCT IDENTIFICATION

**Common Name:** Ceramic Tile (For purposes of this SDS, the term "ceramic" encompasses all types of tile products manufactured/sourced by Dal-Tile Corporation.)

**Synonyms:** Ceramic Tile and Wares

**Manufacturer Name:** Dal-Tile Corporation

**Address:** Headquarters Office  
7834 C.F. Hawn Freeway, Dallas, TX 75217

**Emergency Assistance:** Environmental, Health and Safety Department  
Richard Ray - (214) 309-4295  
1-800-933-TILE; (214) 398-1411 (24-hour number)

**Recommended Use:** Building Material - Tile products manufactured/sourced by Dal-Tile Corporation are environmentally preferable building materials when compared to other floor/wall coverings. As defined by guidelines issued by the Environmental Protection Agency, the American Society for Testing & Materials, and the Federal Trade Commission, Tile is one of the most environmentally friendly building materials you can buy today. Should you desire additional information, please direct your inquiry to the address above.

This document has been prepared in accordance with the Occupational Safety and Health Administration (OSHA) Hazard Communication standard, 29 Code of Federal Regulations (CFR) 1910.1200(g), Safety Data Sheets.

#### 2. HAZARDS IDENTIFICATION

Tile products are mixtures of predominantly clays, silica sand, and other natural occurring minerals that have been mixed with water and fired in a high temperature kiln. The finished, fired tiles are odorless, stable, non-flammable, and pose no immediate hazard to health. Respiratory, hand and eye protection may be needed to prevent excess exposure to airborne particulates if dust is produced by cutting tiles during installation or if dust is produced by any other operations, including demolition/removal projects.

Emergency Overview: Danger! Lung injury and Cancer Hazard

GHS Classification (Global Harmonized Standard Classification):



Carcinogenicity Category 1A (H350)

Specific target organ toxicity, single exposure; Respiratory tract irritation - Category 3 (H335)

Specific target organ toxicity, repeated exposure - Category 1A (H372)

GHS Label, Hazards and Precautionary Statements

GHS Pictogram:

Crystalline Silica:		Category 3 (Respiratory tract irritation) (H335)
		Categories 1A(Carcinogenicity)(H372)

Label Signal Word: Danger

Hazard Statements:

(H350) May cause CANCER (inhalation)

(H335) May cause respiratory irritation

(H372) Causes damage to organs (lung/respiratory) through prolonged or repeated exposure (inhalation)

## 2. HAZARDS IDENTIFICATION (CONT)

### Precautionary Statements:

Do not handle until all safety precautions have been read and understood. (P202)  
 Do not breathe dust/spray. (P260 + P261)  
 Wash skin thoroughly after handling. (P264)  
 Do not eat, drink or smoke when using this product. (P270)  
 Wear protective gloves, protective clothing, eye protection, face protection. (P280)

### Potential Health Effects:

Inhalation: Do not breathe dust. See "Health Hazards" in Section 11 for more details.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

Tile products are mixtures of predominately Clays, Silica Sand and other naturally-occurring minerals, that have been mixed with water and fired in a high temperature kiln.

Tiles are manufactured in various shapes, sizes, and colors.

These products do not contain asbestos.

Under normal conditions these products do not release hazardous materials after installation and are not considered hazardous waste should disposal be necessary.

Composition	CAS# / EINECS#	Estimated % by Wt.	EU Class
Crystalline silica as quartz	CAS: 14808-60-7 EINECS: 238-878-4	0-30	(67/548/EEC) Xn R48/20
Clays	CAS: 1332-58-7 EINECS: 265-064-6	20-55	(67/548/EEC) Xi R36/37/38
Nepheline syenite	CAS: 37244-96-5 EINECS: N/A	0-50	(67/548/EEC) Xi R36/37/38
Talc	CAS: 14807-96-6 EINECS: 238-877-9	0-40	(67/548/EEC) Xi R36/37/38
Feldspar	CAS: 68476-25-5 EINECS: 270-666-7	0-15	(67/548/EEC) Xi R36/37/38
Biotite	CAS: 12001-26-2 EINECS: 215-479-3	0-5	(67/548/EEC) Xi R36/37/38

## 4. FIRST AID MEASURES

Eyes: Immediately flush eyes with large amounts of water for at least 15 minutes if dust gets in eyes. Get medical attention if irritation persists.  
 Skin: Wash thoroughly after working with tiles.  
 Inhalation: Remove to fresh air if exposed to large amounts of tile dust. Administer artificial respiration if breathing has stopped. Keep victim at rest. Call for prompt medical attention.  
 Ingestion: Not applicable for intact tiles.

Have emergency eyewash station available in area where tiles are cut.

## 5. FIRE-FIGHTING MEASURES AND INFORMATION

Flash Point (Method Used): Not applicable  
 Autoignition Temperature: Not applicable  
 Flammable Limits (% by Volume in Air): LEL - not applicable  
 UEL - not applicable  
 Fire Extinguishing Media: None required Non-flammable  
 Special Fire Fighting Procedures: None required  
 Fire and Explosion Hazards: None

## 6. ACCIDENTAL RELEASE MEASURES

Avoid creating excessive dust. Clean up dust with a vacuum system with a High-efficiency particulate (HEPA) air filter vacuum or damp sweeping. See Section 8 of this SDS concerning PPE information for clean-up.

## 7. HANDLING AND STORAGE

When cutting, grinding or removing, use equipment with integral dust collection and/or use local exhaust ventilation. Use wet cutting methods to reduce generation of dust. Use respiratory protection in the absence of effective engineering controls.

Do not store near acids. If tiles contact some acids, damage/discoloration to the surface may occur.

Shelf life is unlimited.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

### 8.1 Exposure Table

Composition	OSHA PEL	NIOSH IDLH	ACGIH TLV*	Units
Crystalline silica as quartz -respirable fraction	10 %SiO <sub>2</sub> +2	0.05	0.025	mg/m <sup>3</sup>
-total dust	30 %SiO <sub>2</sub> +2	N.E.	N.E.	mg/m <sup>3</sup>
Clays -respirable fraction	5	N.E.	2	mg/m <sup>3</sup>
-total dust**	15	N.E.	10	mg/m <sup>3</sup>
Nepheline syenite -respirable fraction**	5	N.E.	N.E.	mg/m <sup>3</sup>
-total dust**	15	N.E.	N.E.	mg/m <sup>3</sup>
Talc -respirable fraction	2	2	2	mg/m <sup>3</sup>
-total dust**	15	10	10	mg/m <sup>3</sup>
Feldspar -respirable fraction	N.E.	N.E.	N.E.	mg/m <sup>3</sup>
-total dust**	15	N.E.	N.E.	mg/m <sup>3</sup>
Biotite -respirable fraction**	5	15	3	mg/m <sup>3</sup>
-total dust**	15	N.E.	N.E.	mg/m <sup>3</sup>

\* 2006 Edition, respirable fraction to be determined as per Appendix D of ACGIH TLV.

\*\* Covered as particles not otherwise regulated per OSHA and particles not otherwise classified per ACGIH.

N.D. - Not determined

N.E. - Not established

### 8.2 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Ventilation:** Use adequate ventilation to keep exposure to dust below recommended exposure levels. Avoid inhalation of dust. The highest probability of silica exposure occurs during installation using dry cutting methods or during removal of installed tile. Wet cutting methods are recommended.

**Respiratory Protection:** Use of a properly fitted NIOSH/MSHA approved particulate respirator is recommended when cutting tiles for installation or during the removal of installed tile.

**Eye Protection:** Use dust-proof goggles or safety glasses with side shields. Contact lenses may absorb irritants. Do not wear contact lenses in work areas.

**Skin Protection:** Cotton or leather work gloves should be worn when cutting this product to minimize skin exposure to dust and/or cuts. Wash hands prior to eating, drinking, or smoking, and at the end of the work shift, after cutting operations are conducted.

NOTE: Personal protection information in Section 8 is based on general information for normal uses and conditions. Where special or unusual uses or conditions exist, it is suggested that the assistance of an industrial hygienist or other qualified professional be obtained.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Brittle solid; color may vary
Odor:	Odorless
Melting Point:	Not Available (>2200 °F)
Boiling Point:	Not applicable
Vapor Pressure:	Not applicable
Vapor Density (Air = 1):	Not applicable
Solubility in Water:	Insoluble
Specific Gravity (H <sub>2</sub> O = 1):	1.6 to 2.1
Percent Volatile by Volume:	Not applicable
Evaporation Rate (Ethyl Ether = 1):	Not applicable
Viscosity:	Not applicable
Volatility:	0 g/L Volatile Organic Compounds (VOCs)

## 10. STABILITY AND REACTIVITY

Stability:	Stable in current form.
Conditions to Avoid:	Avoid contact with acids (e.g., acetic, hydrofluoric, etc.)
Incompatibility (Materials to Avoid):	Avoid contact with acids (e.g., acetic, hydrofluoric, etc.)
Hazardous Polymerization:	Will not occur.
Hazardous Decomposition Products:	None.

## 11. TOXICOLOGICAL INFORMATION

### Potential Health Effects

#### **Primary Routes of Exposure**

None for intact tile. Inhalation and potential exposure to eyes, hands, or other body parts if contact is made with broken tile, and/or during procedures involving the cutting of tiles, and/or for operations involving the removal of installed tiles.

#### **Acute Effects**

No acute effects from exposure to intact tile are known. Working with broken or cut tile produces a potential for cuts to the hands and exposed body parts. Acute effects such as eye irritation may occur if associated with high dust operations such as dry cutting tile or during the removal of installed tile. In very rare cases, symptoms of acute silicosis, a form of silicosis (a nodular pulmonary fibrosis) associated with exposure to respirable crystalline silica, may develop following acute exposure to extremely dusty environments caused by generation of tile dust. Signs such as labored breathing and early fatigue may indicate silicosis; however, these same symptoms can arise from many other causes.

#### **Chronic Effects**

No chronic effects are known for exposure to intact tile. Long-term, continual exposure to respirable crystalline silica at or above established permissible occupational exposure limits may lead to the development of silicosis, a nodular pulmonary fibrosis (NPF). NPFs are also associated with pulmonary tuberculosis, bronchitis, emphysema, and other airway diseases. This type of chronic exposure to silica dust may also result in the development of autoimmune disorders, chronic renal disease, and other adverse health effects. Recent epidemiologic studies demonstrate that workers exposed to elevated silica concentrations have a significant risk of developing chronic silicosis. Signs such as labored breathing and early fatigue may indicate silicosis; however, these same symptoms can also arise from many other causes.

#### **Potential Adverse Interactions**

Silicosis may be complicated by severe mycobacterial or fungal infections and result in tuberculosis (TB). Epidemiologic studies have established that silicosis is a risk factor for developing TB. Any existing respiratory or pulmonary diseases may be complicated by exposure to respirable crystalline silica. Smoking may increase the risk of adverse effects if done in conjunction with occupational exposure to silica dust at or above permissible exposure limits.

#### **Carcinogen Status**

Respirable crystalline silica is classified by the International Agency for Research on Cancer (IARC) as a Group I Carcinogen (carcinogenic to humans). The National Toxicology Program (9th Report) lists respirable crystalline silica as "Known to be a Human Carcinogen". USDOL/OSHA and NIOSH have recommended that crystalline silica be considered a potential occupational carcinogen.

#### **Overview of Animal Testing**

Short term experimental studies of rats have found that intratracheal instillation of quartz particles leads to the formation of discrete silicotic nodules in rats, mice and hamsters.

#### **Oral (silica) Lethality**

- LD50 Rat oral >22,500 mg/kg
- LD50 Mouse oral >15,000 mg/kg
- LC50 Carp >10,000 mg/l (per 72 hr.)

**12. ECOLOGICAL INFORMATION**

No information available at this time.

**13. DISPOSAL CONSIDERATIONS**

Waste should be disposed of in a landfill certified to accept such materials in accordance with federal, state, and local regulations.

**14. TRANSPORTATION INFORMATION**

D.O.T Shipping Name: Not applicable  
 Hazard Class: Non-regulated (for disposal purposes material is non-hazardous Class III regulated material)  
 ID Number: Not applicable  
 Marking: Not applicable  
 Label: None  
 Placard: None  
 Hazardous Substance/RQ: Not applicable  
 Shipping Description: Porcelain/Ceramic Tiles  
 Packaging References: None

**15. REGULATORY INFORMATION**

This product and/or its components have been previously introduced into U.S. commerce and is listed in the Toxic Substances Control Act (TSCA) Inventory of Chemicals in Commerce. Hence, it is subject to all applicable provisions and restrictions under TSCA 40 CFR Section 721 and 723.250.

This tile contains <1 percent by weight each of the following elements, which are SARA 313 Recordable: Antimony, Arsenic, Barium, Beryllium, Cadmium, Cobalt, Chromium, Copper, Manganese, Mercury, Nickel, Lead, Silver, Thallium, Tin, Titanium, Vanadium, and Zinc.

Title 22 Division 2, California Code of Regulation Chapter 3 (Proposition 65): This product contains a chemical or chemicals known to the State of California to cause cancer and/or birth defects or other reproductive harm.

This product or its components meets the following hazard definition(s) as defined by the Occupational Safety and Health Hazard Communication Standard (29 CFR Section 1910.1200):

<input type="checkbox"/> Combustible Liquid	<input type="checkbox"/> Flammable Aerosol	<input type="checkbox"/> Oxidizer
<input type="checkbox"/> Compressed Gas	<input type="checkbox"/> Explosive	<input type="checkbox"/> Pyrophoric
<input type="checkbox"/> Flammable Gas	<input checked="" type="checkbox"/> Health Hazard (Sections 3 & 11)	<input type="checkbox"/> Unstable
<input type="checkbox"/> Flammable Liquid	<input type="checkbox"/> Organic Peroxide	<input type="checkbox"/> Water Reactive
<input type="checkbox"/> Flammable Solid		

☐ Based on information presently available, this product does not meet any of the hazard definitions of 29 CFR Section 1910.1200.

Note: The information in this data sheet provides information related to the potential hazards associated with dusts which may be produced during cutting or otherwise changing the shape of the tile during installation and/or removal.

**16. ADDITIONAL INFORMATION**

Global Harmonization Identification System

GHIS: Health: 3 Fire: 4 Reactivity: 4

Hazardous Material Identification System

HMIS: Health: 0 Fire: 0 Reactivity: 0

National Fire Protection Association

NFPA: Health: 0 Fire: 0 Reactivity: 0

# VersaBond Flex® Professional Thin-Set Mortar

## 1 Product Name

VersaBond Flex® Professional Thin-Set Mortar

## 2 Manufacturer

Custom Building Products  
 Technical Services  
 10400 Pioneer Boulevard, Unit 3  
 Santa Fe Springs, CA 90670  
 Customer Support: 800-272-8786  
 Technical Services: 800-282-8786  
 Fax: 800- 200-7765  
 Email: [contactus@cbpmail.net](mailto:contactus@cbpmail.net)  
[custombuildingproducts.com](http://custombuildingproducts.com)

## 3 Product Description

A professional formula, all-purpose mortar with high flexibility and bond strength. With outstanding adhesion to plywood subfloors, this mortar can also be used for porcelain and glass tile installations. Use it for interior or exterior floors, countertops and walls.

### Key Features

- Good bond strength and flexibility
- Strong adhesion to plywood subfloors

### Suitable Tile Types

- Vitreous, semi-vitreous or non-vitreous tile: ceramic, mosaic, quarry, cement body tile
- Impervious porcelain and glass tile
- Brick and thin brick
- Cement-based precast terrazzo
- Natural stone tile

### Suitable Substrates

- Concrete, mortar beds, masonry, Portland cement plaster
- [WonderBoard® Lite cement backerboard](#)
- Liquid applied waterproofing membranes such as [RedGard®](#) and [Custom® 9240](#)
- Crack prevention sheet membranes such as [Crack Buster® Pro](#)
- Uncoupling membranes such as [RedGard® Uncoupling Mat](#)
- Surfaces treated with [MBP Multi-Surface Bonding Primer](#)
- Exterior Grade Plywood (interior residential and light commercial dry areas)
- Gypsum wallboard (interior dry areas)
- Existing ceramic tile (scarified)
- Fully-bonded sheet vinyl flooring (scarified)
- Plastic laminates (scarified)
- Cutback adhesive (see preparation instructions)



### Benefits of Product in the Installation

- High bond strength and flexibility
- Excellent adhesion to plywood subfloors
- Excellent for porcelain and glass tile installations
- Excellent handling characteristics through extended open and adjustment times
- Approved for industry-recommended interior and exterior applications
- Exceeds ANSI A118.4E and A118.11 standards without the need for additives

### Limitations to the Product

- Do not bond directly to hardwood, Luan plywood, particle board, parquet, cushion or sponge-back vinyl flooring, metal, fiberglass, plastic or OSB panels.
- Not recommended for interior and exterior pools and water features. CUSTOM recommends MegaLite® Crack Prevention Mortar, MegaFlex® Crack Prevention Mortar and ProLite® Large Tile and Stone Mortar for the installation of ceramic and porcelain tile in submerged applications. For additional information, contact Custom Technical Services.
- When setting moisture sensitive natural stone, cement or agglomerate tile use EBM-Lite™ Epoxy Bonding Mortar 100% Solids or CEG-Lite™ 100% Solids Commercial Epoxy Grout.
- Do not use to install resin-backed stone; use EBM-Lite™ Epoxy Bonding Mortar 100% Solids, CEG-Lite™ 100% Solids Commercial Epoxy Grout or contact Custom's® Technical Services for recommendations.
- For clear or translucent glass, CUSTOM recommends Glass Tile Premium Thin-Set Mortar. When setting glass tile larger than 6" x 6" (15 x 15 cm), contact Custom's® Technical Services for recommendations.
- When setting dimensional stone larger than 12" x 12" (30 x 30 cm), contact Custom's® Technical Services for recommendations regarding subfloor deflection requirements.

### Packaging

- 50 lb (22.68 kg) and 25 lb (11.34 kg) bags
- Gray or white





# VersaBond Flex® Professional Thin-Set Mortar

## 4 Technical Data

### Applicable Standards

American National Standards Institute (ANSI) — ANSI A108.5, A118.4E and A118.11 of the American National Standards for the Installation of Ceramic Tile ASTM International (ASTM)

- ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or [50-mm] Cube Specimens)
- ASTM C627 Standard Test Method for Evaluating Ceramic Floor Tile Installation Systems Using the Robinson-Type Floor Tester

Resilient Floor Covering Institute - (RFCI) Recommended Work Practices for Removal of Resilient Floor Coverings  
Tile Council of North America (TCNA) - TCNA Handbook for Ceramic Tile Installation, TCNA Method EJ171  
ISO 13007-2

### Technical Chart

Property	Test Method	Requirement	Typical Results
Pot Life			4 Hours
Open Time (E)	A118.4 Section 5.3	E = 30 minutes	Pass
4 Week Shear Bond Strength			
Glazed Wall Tile	A118.4 Section 5.1.5	> 300 psi	500 - 600 psi (35.2 - 42.2 kg/cm <sup>2</sup> )
Porcelain Tile	A118.4 Section 5.2.4	> 200 psi	350 - 450 psi (24.6 - 31.6 kg/cm <sup>2</sup> )
Quarry Tile to Plywood	A118.11 Section 4.1.2	> 150 psi	200 - 300 psi (14.1 - 21.1 kg/cm <sup>2</sup> )

### Environmental Consideration

Custom® Building Products is committed to environmental responsibility in both products produced and in manufacturing practices. Use of this product can contribute towards LEED® v3 certification:

- Up to 2 points towards MR Credit 5, Regional Materials
- Up to 2 points towards MR Credit 4, Recycled Content
- Up to 1 point towards IEQ Credit 4.1, Low-Emitting Materials – Adhesives & Sealants

## 5 Instructions

### General Surface Prep

USE CHEMICAL-RESISTANT GLOVES, such as nitrile, when handling product.

Surfaces must be structurally sound. Remove all grease, oil, dirt, curing compounds, sealers, adhesives or any other contaminant that would prevent a good bond. Glossy or painted surfaces must be sanded, or abraded, and stripped of all contaminants. Concrete must be cured 28 days and accept water penetration. Concrete must be free of efflorescence and not subject to hydrostatic pressure. Concrete slabs should have a coarse finish to enhance the bond. Plywood flooring including those under resilient flooring must be structurally sound and meet all ANSI and deflection requirements. For questions about proper subfloor installation, call Technical Services. Smooth concrete surfaces, existing glazed tile, terrazzo, or polished stone should be scarified. Sheet vinyl must be well bonded and stripped of old finish. Roughen the surface by sanding or abrading, then rinse and allow to dry. Expansion joints should never be bridged with setting material. Do not sand flooring materials containing asbestos. Ambient temperature should be maintained above 50° F (10° C) or below 100° F (38° C) for 72 hours to achieve proper bond.

### Bonding to Concrete Surfaces

Concrete or plaster must be fully cured and must accept water penetration. Test by sprinkling water on various areas of the substrate. If water penetrates, then a good bond can be achieved; if water beads, surface contaminants are present, and loss of adhesion may occur. Contaminants should be mechanically removed before installation. Concrete must be free of efflorescence and not subject to hydrostatic pressure. Concrete slabs should have a coarse finish to enhance the bond. Smooth concrete slabs must be mechanically abraded to achieve proper bond.

### Bonding to Lightweight Cement and Gypsum Surfaces

Lightweight or gypsum based underlayments must obtain a minimum 2000 psi (13.8 MP) compressive strength. The underlayment must be sufficiently dry and properly cured to the manufacturer's specifications for permanent, non-moisture permeable coverings. Surfaces to be tiled must be structurally sound and subject to deflection not to exceed the current ANSI Standards. Surfaces shall be free of all grease, oil, dirt, dust, curing compounds, waxes, sealers, efflorescence, or any other foreign matter.

All Lightweight cement or Gypsum surfaces should be primed with a properly applied sealer or a primer coat of [RedGuard](#), consisting of 1 part RedGuard diluted with 4 parts clean, cool water. Mix in a clean bucket at low speed to obtain a lump free solution. The primer can be brushed, rolled or sprayed to achieve an even coat. Apply the primer coat to the floor at a rate of 300 sq. ft./l (7.5 sq. m/L). Drying time depends on site conditions, but is normally less than 1 hour. Extremely porous surfaces may require 2 coats. At this point, RedGuard can be applied to the primed lightweight or gypsum based surface. Refer to the individual product data sheet or packaging directions for application instructions. Expansion joints must be installed in accordance with local building codes and ANSI/TCNA guidelines. Refer to TCNA EJ171.

### Bonding to Plywood Surfaces

Plywood floors, including those under resilient flooring, must be structurally sound and must meet all ANSI A108.01 Part 3.4 requirements. Maximum allowable deflection: L/360 tile L/720 stone. See TCNA F150-13 Tile Installations, TCNA F141-13 and F250-13 for Stone. For questions about proper subfloor installation requirements, call Custom technical services.



# VersaBond Flex® Professional Thin-Set Mortar

## Bonding to Backerboards

As an alternative to an additional layer of plywood, WonderBoard backerboard may be installed over plywood subfloors for ceramic tile installations. Refer to TCNA F144-13 tile installations, TCNA F250-13 stone installations. Call Custom technical services when installing natural stone over plywood subfloor.

## Bonding to Existing Surfacing Material

Existing Ceramic Tile, Resilient Flooring or Plastic Laminates: Resilient flooring or plastic laminates must be well bonded, as well as clean and free of all contaminants. Roughen the surface by sanding or scarifying; rinse and allow to dry. Do not sand flooring that contains asbestos. For existing well bonded ceramic tile, mechanically abrade the surface. Rinse and allow to dry. When sanding, an approved respirator should be used.

## Bonding to Cutback Adhesive

Adhesive layers must be removed, as they reduce mortar bond strength to cement surfaces. Use extreme caution; adhesives may contain asbestos fibers. Do not sand or grind adhesive residue, as harmful dust may result. Never use adhesive removers or solvents, as they soften the adhesive and may cause it to penetrate into the concrete. Adhesive residue must be wet scraped to the finished surface of the concrete, leaving only the transparent staining from the glue. To determine desirable results, do a test bond area before starting. Refer to the RFCI Pamphlet, "Recommended Work Practices for Removal of Resilient Floor Coverings" for further information.

## Movement Joint Placement

Movement joints are required for perimeters and other changes of plane in all installations. Expansion joints and cold joints, as described in ANSI A108.01, should never be bridged with setting material. They must be brought through the tile work and filled with an appropriate elastomeric sealant, such as [Custom's 100% Silicone](#). Contact Custom's Technical Services for the proper treatment of control or saw cut joints. Refer to TCNA EJ171, F125 & F125A.

## Mixing Ratios

Mix 6 qts (5.67 L) clean water per 50 lb (22.68 kg) bag of mortar.

## Mixing Procedures

Mix by hand or use a low 150 – 200 rpm speed 1/2" (13 mm) drill to achieve a smooth, paste-like consistency. Let the mixture slake or stand 5 – 10 minutes; stir again and use. Stir occasionally, but do not add more water. When properly mixed, troweled ridges will stand without slump.

## Application of Product

Installation must conform to ANSI A108.5. Use a properly-sized notch trowel to ensure proper coverage under tiles. Using the flat side of the trowel, apply a skim coat of mortar to the surface. With the notch side of the trowel held at a 45° angle, apply additional mortar to the surface, combing in one direction. Press the tile firmly into place in a perpendicular motion across ridges, moving back and forth. The perpendicular motion flattens ridges and closes valleys, allowing maximum coverage. With some tile, back-buttering is advisable. Adjust the tile promptly and beat it in with a beating block and rubber mallet. Mortar can be applied up to 1/4" (6 mm) thick after beat in. Periodically pull up a tile and check the back to ensure proper adhesive coverage. If the material has skinned over (not sticky to the touch), recomb with the notch trowel; if too dry, remove and replace the dry material with fresh material.

## Curing of Product

Curing time is affected by ambient and surface temperatures and humidity. Use the following as a guideline. Allow 24 hours before grouting and light traffic, and 7-10 days before heavy or vehicular traffic. Before exposure to heavy or vehicular traffic, assure assembly is rated "Heavy or Extra Heavy" per TCNA Service Requirements. As necessary, use plywood or other load distributing protection when moving heavy equipment across tiled assembly.

## Cleaning of equipment

Clean with water before the material dries.

## Storage

Store in a cool dry area.

## Health Precautions

This product contains Portland cement and free silica. Avoid eye contact or prolonged contact with skin. Wash thoroughly after handling. If eye contact occurs, flush with water for 15 minutes and consult a physician. Do not breathe dust; wear a NIOSH approved respirator.

## Conformance to Building Codes

Installation must comply with the requirements of all applicable local, state and federal code jurisdictions.

## 6 Availability & Cost

Location	Item Code	Size	Color	Package
USA	VBFG25	25 lb (11.34 kg)	Gray	Bag
USA	VBFW25	25 lb (11.34 kg)	White	Bag
USA	VBFG50	50 lb (22.68 kg)	Gray	Bag
USA	VBFW50	50 lb (22.68 kg)	White	Bag
Canada	CVBFG50	50 lb (22.68 kg)	Gray	Bag
Canada	CVBFW50	50 lb (22.68 kg)	White	Bag

## 7 Product Warranty

Obtain the applicable **LIMITED PRODUCT WARRANTY** at [www.custombuildingproducts.com/product-warranty](http://www.custombuildingproducts.com/product-warranty) or send a written request to Custom Building Products, Inc., Five Concourse Parkway, Atlanta, GA 30328, USA. Manufactured under the authority of Custom Building Products, Inc. © 2017 Quikrete International, Inc.

When VersaBond Flex® Fortified Thin-Set Mortar is used as a part of a qualifying full installation system of CUSTOM products, the installation can qualify for up to a 15 year system warranty. CUSTOM will repair and/or replace, at its discretion, the affected area of the system. For more information, find details and limitations to this warranty at [custombuildingproducts.com](http://custombuildingproducts.com).

## 8 Product Maintenance

Properly installed product requires no special maintenance.



# VersaBond Flex® Professional Thin-Set Mortar

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## 9 Technical Services Information

For technical assistance, contact Custom technical services at 800-282-8786 or visit [custombuildingproducts.com](http://custombuildingproducts.com).

## 10 Filing System

Additional product information is available from the manufacturer upon request.

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### Expected Wear

Properly installed tile will last for more than 60 years.

### Related Products

Polyblend® Sanded Grout

**CUSTOM®**

# VersaBond Flex® Professional Thin-Set Mortar

## Coverage

SQUARE FOOT COVERAGE PER 50 LB BAG (SQUARE METER PER 22.68 KG)

Trowel Size	Min Coverage	Max Coverage
Longest side of tile less than 8" use 1/4" x 1/4" x 1/4" (6 x 6 x 6 mm) Square-Notch	90 sq. ft. (8.4 M <sup>2</sup> )	100 sq. ft. (9.3 M <sup>2</sup> )
Longest side of tile 8" to 15" use 1/4" x 3/8" x 1/4" (6 x 9.5 x 6 mm) Square-Notch	63 sq. ft. (5.9 M <sup>2</sup> )	70 sq. ft. (6.5 M <sup>2</sup> )

Recommended minimum coverage (80% for dry areas and 95% for wet areas and exteriors). Back buttering may be necessary.

Note that mortar coverage does not include backbuttering tiles. When backbuttering, consider the tile underside pattern and depth to estimate thickness and usage to add to your estimate.

Chart for estimating purposes. Coverage may vary based on installation practices and jobsite conditions. For more sizes, use the material calculator at [CustomBuildingProducts.com](http://CustomBuildingProducts.com) or contact CUSTOM Technical Services at 800-282-8786.



# CUSTOM®

# Prism® Ultimate Performance Grout

## 1 Product Name

Prism® Ultimate Performance Grout

## 2 Manufacturer

Custom Building Products  
Technical Services  
10400 Pioneer Boulevard, Unit 3  
Santa Fe Springs, CA 90670  
Customer Support: 800-272-8786  
Technical Services: 800-282-8786  
Fax: 800- 200-7765  
Email: [contactus@cbpmail.net](mailto:contactus@cbpmail.net)  
[custombuildingproducts.com](http://custombuildingproducts.com)

## 3 Product Description

Prism® Ultimate Performance Grout sets a new standard in cement-based grout technology. Prism's calcium Aluminate cement based formula offers consistent color with no shading regardless of tile type, temperature or humidity. And it will not effloresce. The rapid setting formula results in high early strength and dense joints for the highest stain resistance in grout joints up to 1/2". A unique blend of lightweight recycled glass and fine aggregate sand allows for a smooth consistency that is easy to spread and clean.

### Key Features

- Uniform consistent color
- Won't mottle or shade regardless of tile type, temperature or humidity
- Produces stain resistant, dense grout joints
- No efflorescence
- Lightweight for superior handling
- Fast setting, walkable in four hours
- 17 lbs. (7.71 kg) box covers the same area as a typical 25 lb. bag of conventional grout
- No sealer required

### Uses

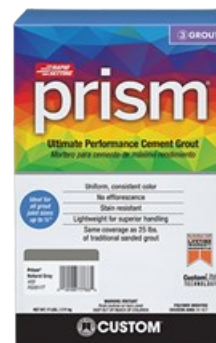
- Use to fill joint widths up to 1/2" (13 mm)
- May be used for both floor and wall installations
- Interior and exterior applications
- Residential and commercial applications
- Countertops, tub surrounds, showers and high traffic areas
- Submerged conditions (swimming pools, spas, water features and fountains)

### Suitable Tile Types

- Vitreous, semi-vitreous or non-vitreous tile
- Impervious porcelain and glass tile
- Brick and thin brick
- Precast terrazzo
- Natural stone tile

### Composition of Product

Prism® grout is a blend of specialty cements, recycled aggregates and chemicals.



### Benefits of Product in the Installation

- Hard, dense grout joints
- Resists shrinking, cracking, powdering and wear
- Consistent color without shading or efflorescence
- Cures quickly, developing high early strength
- 32% lighter than typical grouts; excellent handling characteristics
- Contains 15% (by weight) post-consumer recycled material

### Limitations to the Product

- Should not be installed when ambient or surface temperature is lower than 50°F (10°C) or higher than 100°F (38°C).
- Some ceramic, glass, metal, marble or stone tiles can be scratched or damaged by the lightweight aggregate filler. Perform a test on a small area prior to use. [Polyblend® NonSanded Grout](#) may be appropriate for joints up to 1/8" or for tile not suited for sanded grout.
- Tile or stone with high absorption, surfaces that are porous or rough, textured surfaces and some types of porcelain tile may require sealing prior to grouting to prevent possible staining. Use [Aqua Mix® Grout Release](#) or [Tilelab® SurfaceGard® Sealer](#) to prevent staining when required.
- Not for use in either industrial applications or in areas subjected to harsh or continuous chemicals, high heat or high-pressure cleaning. For heavy industrial tile installations, use [CEG-IG 100% Solids Epoxy Grout](#).
- Chemicals in salt-based pool filtration systems can cause a reaction with blue, green and red grouts. Contact Technical Services for recommendations.
- Not for use in movement joints or changes of plane in the tile installation. In these areas, use an appropriate caulk or sealant such as [Commercial 100% Silicone Caulk](#) or [Ceramic Tile Caulk](#).

### Packaging

- 17 lb (7.71 kg) box containing two (2) 8.5 lb (3.85 kg) sealed bags
- Available in 40 standard colors. Color matching is available.



# Prism® Ultimate Performance Grout

## 4 Technical Data

### Applicable Standards

American National Standards Institute (ANSI) ANSI A108.10 & A118.7 of the American National Standards for the Installation of Ceramic Tile  
ASTM International (ASTM)

- ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens)
- ASTM C531 Standard Test Method for Linear Shrinkage
- ASTM C580 Standard Test method for Flexural Strength

### Approvals

Prism® Ultimate Performance Grout meets ANSI A118.6 and A118.7 standards.

### Technical Chart

Property	Test Method	Requirement	Typical Results
Pot Life			60-90 Minutes
Shrinkage	A118.7 Section 3.3	< 0.20%	<0.2%
Water Absorption	A118.7 Section 3.4	< 5%	<5%
Compressive Strength	A118.7 Section 3.5	> 3000 psi	>3000 psi (209.4 kg/cm sq.)
Tensile Strength	A118.7 Section 3.6	> 500 psi	>500 psi (35.2 kg/cm sq)
Flexural Strength	A118.7 Section 3.7	> 1000 psi	>1000 psi (70.5 kg/cm sq.)

### Environmental Consideration

Custom® Building Products is committed to environmental responsibility in both products produced and in manufacturing practices. Use of this product can contribute towards LEED® v3 certification:

- Up to 2 points towards MR Credit 5, Regional Materials
- Up to 2 points towards MR Credit 4, Recycled Content
- Up to 1 point towards IEQ Credit 4.1, Low-Emitting Materials – Adhesives & Sealants

## 5 Instructions

### General Surface Prep

**USE CHEMICAL-RESISTANT GLOVES, such as nitrile, when handling product.**

Tile or stone must be firmly bonded to a sound substrate, and setting material must be cured a minimum 24-48 hours before cement grout is applied, unless rapid-setting mortars are used. See the corresponding data sheet for the bonding mortars used in your application. Remove spacers and ensure that the grout joints are uniform in depth and width and free of loose debris, contaminants and excess mortar. Use [TileLab® SurfaceGard® Sealer](#) or [Aqua Mix® Grout Release](#) to seal tile or stone subject to staining or when using a grout that contrasts with the color of the tile.

### Mixing Ratios

Mix 4-5 pt (1.89-2.36 L) clean water to 17 lb (7.71 kg) box. Mix only with cool, potable water.

Published Date: 1/31/2020

## Mixing Procedures

When installing more than 1 container of grout at a time, blend dry powders prior to mixing with water. Mix with a trowel or low speed mixer (less than 300 rpm) to achieve a smooth, lump-free consistency. Let the mixture stand (slake) for 5 minutes, and then remix and use. Periodically remix to keep the mixture workable, but do not add water, which can weaken the grout, cause color variation and possible cause shrinkage, cracks and pinholes. Discard grout when it becomes too stiff to work.

## Application of Product

Installation must conform to ANSI A108.10. Lightly dampen absorptive, highly porous tile with clean, cool water, but leave no standing water in the joints. Holding a rubber grout float at a 45° angle, completely fill the joints. Holding the edge of the float at a 90° angle, remove excess grout. At 70° F, do not spread more grout than can be cleaned within 30 minutes of the grout firming and use as little water as possible for grout clean-up (higher temperatures may shorten this time frame). Using a damp, small pore grout sponge in a circular motion, smooth and level joints and remove excess grout. Change the water and rinse the sponge frequently. Haze can be removed after 3 hours with cheesecloth or wrung-out sponge. If haze persists, the installation can be washed after three days with [Aqua Mix NanoScrub](#) or after ten days with [Aqua Mix® Sulfamic Acid Crystals](#), [TileLab® Sulfamic Acid Cleaner](#) or [Aqua Mix® Cement Grout Haze Remover](#). Perform a test in an inconspicuous area prior to complete application. Movement joints are required for perimeters and other changes of plane in all installations. See TCNA Detail EJ171 for recommendations.

## Curing of Product

Curing time is affected by ambient and surface temperatures and humidity. Use the following as a guideline. For exterior applications in hot, dry and windy conditions, it is recommended that the installation is periodically misted with clean, cool water for 3 days. Can be subjected to intermittent water exposure after 3 days. For submerged applications, allow grout to cure for 14 days before filling the area with water.

Exterior applications must be protected from rain, snow and other wet conditions for at least 7 days with temperature above 50° F (10° C). If inclement weather is expected, protect the work area with tenting at least 1 foot (30 cm) above the finished surface to allow air flow. Enclose and protect installations and maintain >50° F (10° C) temperatures for at least 72 hours for proper cure.

## Sealing of Grout

When enhanced stain protection is desired, use a pH-neutral, water-based sealer such as AquaMix Sealer's Choice Gold or TileLab SurfaceGard. Allow grout to cure at least 48 hours prior to sealing.

## Cleaning of equipment

Clean tools and hands with water before the material dries.



# Prism® Ultimate Performance Grout

## Health Precautions

This product contains Portland cement. Avoid eye contact or prolonged contact with skin. Wash thoroughly after handling. If eye contact occurs, flush with water for 15 minutes and consult a physician. Use with adequate ventilation; do not breathe dust and wear a NIOSH approved respirator. If ingested, do not induce vomiting; call a physician immediately.

## Conformance to Building Codes

Installation must comply with the requirements of all applicable local, state and federal code jurisdictions.

## 6 Availability & Cost

Location	Item Code	Size	Grout Color	Package
USA	PG0917T	17 lb (7.71 kg)	#9 Natural Gray	Box
USA	PG1017T	17 lb (7.71 kg)	#10 Antique White	Box
USA	PG1117T	17 lb (7.71 kg)	#11 Snow White	Box
USA	PG1917T	17 lb (7.71 kg)	#19 Pewter	Box
USA	PG2217T	17 lb (7.71 kg)	#22 Sahara Tan	Box
USA	PG4517T	17 lb (7.71 kg)	#45 Summer Wheat	Box
USA	PG5017T	17 lb (7.71 kg)	#50 Nutmeg	Box
USA	PG5217T	17 lb (7.71 kg)	#52 Tobacco Brown	Box
USA	PG5917T	17 lb (7.71 kg)	#59 Saddle Brown	Box
USA	PG6017T	17 lb (7.71 kg)	#60 Charcoal	Box
USA	PG9517T	17 lb (7.71 kg)	#95 Sable Brown	Box
USA	PG10117T	17 lb (7.71 kg)	#101 Quartz	Box
USA	PG10517T	17 lb (7.71 kg)	#105 Earth	Box
USA	PG11517T	17 lb (7.71 kg)	#115 Platinum	Box
USA	PG12217T	17 lb (7.71 kg)	#122 Linen	Box
USA	PG13517T	17 lb (7.71 kg)	#135 Mushroom	Box
USA	PG14517T	17 lb (7.71 kg)	#145 Light Smoke	Box
USA	PG15617T	17 lb (7.71 kg)	#156 Fawn	Box
USA	PG16517T	17 lb (7.71 kg)	#165 Delorean Gray	Box
USA	PG17217T	17 lb (7.71 kg)	#172 Urban Putty	Box
USA	PG18017T	17 lb (7.71 kg)	#180 Sandstone	Box
USA	PG18317T	17 lb (7.71 kg)	#183 Chateau	Box
USA	PG18517T	17 lb (7.71 kg)	#185 New Taupe	Box



# Prism® Ultimate Performance Grout

USA	PG18617T	17 lb (7.71 kg)	#186 Khaki	Box
USA	PG33317T	17 lb (7.71 kg)	#333 Alabaster	Box
USA	PG33517T	17 lb (7.71 kg)	#335 Winter Gray	Box

USA	PG37017T	17 lb (7.71 kg)	#370 Dove Gray	Box
USA	PG38017T	17 lb (7.71 kg)	#380 Haystack	Box
USA	PG38117T	17 lb (7.71 kg)	#381 Bright White	Box
USA	PG38217T	17 lb (7.71 kg)	#382 Bone	Box
USA	PG38617T	17 lb (7.71 kg)	#386 Oyster Gray	Box
USA	PG40117T	17 lb (7.71 kg)	#540 Truffle	Box
USA	PG54117T	17 lb (7.71 kg)	#541 Walnut	Box
USA	PG54217T	17 lb (7.71 kg)	#542 Graystone	Box
USA	PG54317T	17 lb (7.71 kg)	#543 Driftwood	Box
USA	PG54417T	17 lb (7.71 kg)	#544 Rolling Fog	Box
USA	PG54517T	17 lb (7.71 kg)	#545 Bleached Wood	Box
USA	PG54617T	17 lb (7.71 kg)	#546 Cape Gray	Box
USA	PG54717T	17 lb (7.71 kg)	#547 Ice Blue	Box
USA	PG54817T	17 lb (7.71 kg)	#548 Surf Green	Box

Canada	CPG0917	17 lb (7.71 kg)	#09 Natural Gray	Box
Canada	CPG10117	17 lb (7.71 kg)	#101 Quartz	Box
Canada	CPG1017	17 lb (7.71 kg)	#10 Antique White	Box
Canada	CPG10517	17 lb (7.71 kg)	#105 Earth	Box
Canada	CPG1117	17 lb (7.71 kg)	#11 Snow White	Box
Canada	CPG11517	17 lb (7.71 kg)	#115 Platinum	Box
Canada	CPG12217	17 lb (7.71 kg)	#122 Linen	Box
Canada	CPG13517	17 lb (7.71 kg)	#135 Mushroom	Box
Canada	CPG14517	17 lb (7.71 kg)	#145 Light Smoke	Box
Canada	CPG15617	17 lb (7.71 kg)	#156 Fawn	Box
Canada	CPG16517	17 lb (7.71 kg)	#165 Delorean Gray	Box
Canada	CPG17217	17 lb (7.71 kg)	#172 Urban Putty	Box
Canada	CPG18017	17 lb (7.71 kg)	#180 Sandstone	Box
Canada	CPG18317	17 lb (7.71 kg)	#183 Chateau	Box
Canada	CPG18517	17 lb (7.71 kg)	#185 New Taupe	Box
Canada	CPG18617	17 lb (7.71 kg)	#186 Khaki	Box
Canada	CPG1917	17 lb (7.71 kg)	#19 Pewter	Box
Canada	CPG2217	17 lb (7.71 kg)	#22 Sahara Tan	Box
Canada	CPG33317	17 lb (7.71 kg)	#333 Alabaster	Box
Canada	CPG33517	17 lb (7.71 kg)	#335 Winter Gray	Box
Canada	CPG37017	17 lb (7.71 kg)	#370 Dove Gray	Box
Canada	CPG38017	17 lb (7.71 kg)	#380 Haystack	Box
Canada	CPG38117	17 lb (7.71 kg)	#381 Bright White	Box
Canada	CPG38217	17 lb (7.71 kg)	#382 Bone	Box



# CUSTOM®



# Prism® Ultimate Performance Grout

Canada	CPG38617	17 lb (7.71 kg)	#386 Oyster Gray	Box
Canada	CPG4517	17 lb (7.71 kg)	#45 Summer Wheat	Box
Canada	CPG5017	17 lb (7.71 kg)	#50 Nutmeg	Box
Canada	CPG5217	17 lb (7.71 kg)	#52 Tobacco Brown	Box
Canada	CPG54017	17 lb (7.71 kg)	#540 Truffle	Box
Canada	CPG54117	17 lb (7.71 kg)	#541 Walnut	Box
Canada	CPG54217	17 lb (7.71 kg)	#542 Graystone	Box
Canada	CPG54317	17 lb (7.71 kg)	#543 Driftwood	Box
Canada	CPG54417	17 lb (7.71 kg)	#544 Rolling Fog	Box
Canada	CPG54517	17 lb (7.71 kg)	#545 Bleached Wood	Box
Canada	CPG54617	17 lb (7.71 kg)	#546 Cape Gray	Box
Canada	CPG54717	17 lb (7.71 kg)	#547 Ice Blue	Box
Canada	CPG54817	17 lb (7.71 kg)	#548 Surf Green	Box
Canada	CPG5917	17 lb (7.71 kg)	#59 Saddle Brown	Box
Canada	CPG6017	17 lb (7.71 kg)	#60 Charcoal	Box
Canada	CPG9517	17 lb (7.71 kg)	#95 Sable Brown	Box

## Related Products

Ceramic Tile Caulk

Commercial 100% Silicone Sealant

TileLab® SurfaceGard® Sealer

See our color card for truest color representation when selecting or specifying a grout color. Final installed shade may vary with the tile type, color and porosity as well as jobsite conditions and finishing techniques. For best results, perform a test on a small, inconspicuous area or create a sample board prior to installation.

## 7 Product Warranty

Obtain the applicable **LIMITED PRODUCT WARRANTY** at [www.custombuildingproducts.com/product-warranty](http://www.custombuildingproducts.com/product-warranty) or send a written request to Custom Building Products, Inc., Five Concourse Parkway, Atlanta, GA 30328, USA. Manufactured under the authority of Custom Building Products, Inc. © 2017 Quikrete International, Inc.

## 8 Product Maintenance

Clean with a pH-neutral cleaner such as [Aqua Mix AquaKleen](#), [Aqua Mix Concentrated Tile & Stone Cleaner](#) or [TileLab Grout & Tile Cleaner](#).

## 9 Technical Services Information

For technical assistance, contact Custom® technical services at 800-272-8786 or visit [custombuildingproducts.com](http://custombuildingproducts.com).

## 10 Filing System

Additional product information is available from the manufacturer upon request.

Published Date: 1/31/2020



# CUSTOM®

# Prism® Ultimate Performance Grout

## Coverage

For 17 lb. box of Prism in ft<sup>2</sup> (m<sup>2</sup>) per box

Tile Size	Joint Width					
	1/16" (1.6 mm)	1/8" (3 mm)	3/16" (4.8 mm)	1/4" (6.3 mm)	3/8" (9.5 mm)	1/2" (13 mm)
Width x Length x Thickness						
1" x 1" x 1/4" (2.5 x 2.5 x .64 cm)	96 ft <sup>2</sup> (8.9 m <sup>2</sup> )	54 ft <sup>2</sup> (5 m <sup>2</sup> )	40 ft <sup>2</sup> (3.7 m <sup>2</sup> )	33 ft <sup>2</sup> (3.1 m <sup>2</sup> )	27 ft <sup>2</sup> (2.5 m <sup>2</sup> )	24 ft <sup>2</sup> (2.2 m <sup>2</sup> )
2" x 2" x 1/4" (5 x 5 x .64 cm)	181 ft <sup>2</sup> (16.8 m <sup>2</sup> )	96 ft <sup>2</sup> (8.9 m <sup>2</sup> )	68 ft <sup>2</sup> (6.3 m <sup>2</sup> )	54 ft <sup>2</sup> (5.0 m <sup>2</sup> )	40 ft <sup>2</sup> (3.7 m <sup>2</sup> )	33 ft <sup>2</sup> (3.1 m <sup>2</sup> )
3" x 3" x 1/4" (7.6 x 7.6 x .64 cm)	266 ft <sup>2</sup> (24.7 m <sup>2</sup> )	138 ft <sup>2</sup> (12.9 m <sup>2</sup> )	96 ft <sup>2</sup> (8.9 m <sup>2</sup> )	74 ft <sup>2</sup> (7 m <sup>2</sup> )	54 ft <sup>2</sup> (5 m <sup>2</sup> )	43 ft <sup>2</sup> (4 m <sup>2</sup> )
4.25" x 4.25" x 1/4" (10.8 x 10.8 x .64 cm)	372.4 ft <sup>2</sup> (34.6 m <sup>2</sup> )	192 ft <sup>2</sup> (17.8 m <sup>2</sup> )	131 ft <sup>2</sup> (12.2 m <sup>2</sup> )	101 ft <sup>2</sup> (9.4 m <sup>2</sup> )	71 ft <sup>2</sup> (6.6 m <sup>2</sup> )	56 ft <sup>2</sup> (5.2 m <sup>2</sup> )
6" x 6" x 1/4" (15.2 x 15.2 x .64 cm)	521 ft <sup>2</sup> (48.4 m <sup>2</sup> )	266 ft <sup>2</sup> (24.7 m <sup>2</sup> )	181 ft <sup>2</sup> (16.8 m <sup>2</sup> )	139 ft <sup>2</sup> (12.9 m <sup>2</sup> )	96 ft <sup>2</sup> (8.9 m <sup>2</sup> )	75 ft <sup>2</sup> (7.0 m <sup>2</sup> )
8" x 8" x 3/8" (20.3 x 20.3 x 1 cm)	461 ft <sup>2</sup> (42.8 m <sup>2</sup> )	234 ft <sup>2</sup> (21.7 m <sup>2</sup> )	158 ft <sup>2</sup> (14.7 m <sup>2</sup> )	121 ft <sup>2</sup> (11.2 m <sup>2</sup> )	83 ft <sup>2</sup> (7.7 m <sup>2</sup> )	64 ft <sup>2</sup> (6 m <sup>2</sup> )
12" x 12" x 3/8" (30.5 x 30.5 x 1 cm)	688 ft <sup>2</sup> (63.9 m <sup>2</sup> )	348 ft <sup>2</sup> (32.3 m <sup>2</sup> )	234 ft <sup>2</sup> (21.7 m <sup>2</sup> )	177 ft <sup>2</sup> (16.5 m <sup>2</sup> )	121 ft <sup>2</sup> (11.2 m <sup>2</sup> )	92 ft <sup>2</sup> (8.6 m <sup>2</sup> )
16" x 16" x 3/8" (40.6 x 40.6 x 1 cm)	915 ft <sup>2</sup> (85 m <sup>2</sup> )	462 ft <sup>2</sup> (42.8 m <sup>2</sup> )	310 ft <sup>2</sup> (28.8 m <sup>2</sup> )	234 ft <sup>2</sup> (21.7 m <sup>2</sup> )	158 ft <sup>2</sup> (14.7 m <sup>2</sup> )	121 ft <sup>2</sup> (11.2 m <sup>2</sup> )
18" x 18" x 3/8" (45.7 x 45.7 x 1 cm)	1028 ft <sup>2</sup> (95.5 m <sup>2</sup> )	518 ft <sup>2</sup> (48.1 m <sup>2</sup> )	348 ft <sup>2</sup> (32.3 m <sup>2</sup> )	262 ft <sup>2</sup> (24.4 m <sup>2</sup> )	177 ft <sup>2</sup> (16.5 m <sup>2</sup> )	135 ft <sup>2</sup> (12.5 m <sup>2</sup> )
20" x 20" x 3/8" (50.8 x 50.8 x 1 cm)	1142 ft <sup>2</sup> (106.1 m <sup>2</sup> )	574 ft <sup>2</sup> (53.4 m <sup>2</sup> )	385 ft <sup>2</sup> (35.8 m <sup>2</sup> )	291 ft <sup>2</sup> (27 m <sup>2</sup> )	196 ft <sup>2</sup> (18.2 m <sup>2</sup> )	149 ft <sup>2</sup> (13.8 m <sup>2</sup> )
24" x 24" x 3/8" (61 x 61 x 1 cm)	1369 ft <sup>2</sup> (127.2 m <sup>2</sup> )	688 ft <sup>2</sup> (63.9 m <sup>2</sup> )	461 ft <sup>2</sup> (42.8 m <sup>2</sup> )	348 ft <sup>2</sup> (32.3 m <sup>2</sup> )	234 ft <sup>2</sup> (21.7 m <sup>2</sup> )	177 ft <sup>2</sup> (16.5 m <sup>2</sup> )
6" x 24" x 3/8" (15.2 x 61 x 1 cm)	552 ft <sup>2</sup> (51.3 m <sup>2</sup> )	279 ft <sup>2</sup> (26 m <sup>2</sup> )	189 ft <sup>2</sup> (17.5 m <sup>2</sup> )	143 ft <sup>2</sup> (13.3 m <sup>2</sup> )	98 ft <sup>2</sup> (9.1 m <sup>2</sup> )	75 ft <sup>2</sup> (7 m <sup>2</sup> )
12" x 24" x 3/8" (30.5 x 61 x 1 cm)	915 ft <sup>2</sup> (85 m <sup>2</sup> )	461 ft <sup>2</sup> (42.8 m <sup>2</sup> )	310 ft <sup>2</sup> (28.8 m <sup>2</sup> )	234 ft <sup>2</sup> (21.7 m <sup>2</sup> )	158 ft <sup>2</sup> (14.7 m <sup>2</sup> )	121 ft <sup>2</sup> (11.2 m <sup>2</sup> )
6" x 36" x 3/8" (15.2 x 91.4 x 1 cm)	591 ft <sup>2</sup> (54.9 m <sup>2</sup> )	299 ft <sup>2</sup> (27.8 m <sup>2</sup> )	202 ft <sup>2</sup> (18.7 m <sup>2</sup> )	153 ft <sup>2</sup> (14.2 m <sup>2</sup> )	104 ft <sup>2</sup> (9.7 m <sup>2</sup> )	80 ft <sup>2</sup> (7.4 m <sup>2</sup> )
9 x 36" x 3/8" (22.9 x 91.4 x 1 cm)	824 ft <sup>2</sup> (76.6 m <sup>2</sup> )	416 ft <sup>2</sup> (38.6 m <sup>2</sup> )	279 ft <sup>2</sup> (26 m <sup>2</sup> )	211 ft <sup>2</sup> (19.6 m <sup>2</sup> )	143 ft <sup>2</sup> (13.3 m <sup>2</sup> )	109 ft <sup>2</sup> (10.2 m <sup>2</sup> )
12" x 48" x 3/8" (30.5 x 122 x 1 cm)	1096 ft <sup>2</sup> (101.9 m <sup>2</sup> )	552 ft <sup>2</sup> (51.3 m <sup>2</sup> )	370 ft <sup>2</sup> (34.4 m <sup>2</sup> )	279 ft <sup>2</sup> (26 m <sup>2</sup> )	189 ft <sup>2</sup> (17.5 m <sup>2</sup> )	143 ft <sup>2</sup> (13.3 m <sup>2</sup> )

Chart for estimating purposes. Coverage may vary based on installation practices and jobsite conditions. For more tile and joint sizes, use the [Material Calculator](#) at CustomBuildingProducts.com or contact CUSTOM Technical Services at [800-282-8786](tel:800-282-8786).



# 511 Impregnator

## Natural Look Penetrating Sealer

**MIRACLE**  
Sealants Company

www.miraclesealants.com

### Water, Stain & Slip Protection for

■ Quarry Tile	■ Ceramic Tile	■ Porcelain Tile
■ Glazed Tile	■ Marble	■ Granite
■ Travertine	■ Slate	■ Grout
■ Quartz	■ Brick	■ Terrazzo

### Uses

■ Interior & Exterior	■ Kitchen	■ Showers
■ Restrooms	■ Patios	■ Drive Ways

### Special Features

■ Easy-to-Use	■ Weather Resistant	■ Low Toxicity
■ Salt Resistant	■ Non Coating	■ Freeze/Thaw Resistant
■ Acid Resistant	■ Non Yellowing	■ Stain Resistant
■ Slip Resistant	■ U.V. Transparent	■ Water Resistant

### PRODUCT DESCRIPTION

**KEEP OUT OF REACH OF CHILDREN.** This product is formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, staining, salt ion intrusion and freeze/thaw damage. **511 Impregnator** is a unique polymerized silicone formulation designed for the protection of all medium to dense porous tile, stone and grout surfaces. **511 Impregnator** penetrates into the surface and forms an invisible barrier that is resistant to moisture and stains, while allowing vapor to escape. **511 Impregnator** is not a surface coating and will not alter the natural look. All surfaces are harder and less slippery. **511 Impregnator** can be used on interior and exterior applications. **511 Impregnator** is U.V. transparent, resists acid rain and will not yellow under any circumstances. **511 Impregnator** averages five to twenty times the coverage of competitive products. (See coverage chart). **511** products have been formulated for or applied to freshly poured concrete to retard the evaporation of water.

**511 Impregnator** is on the approved sources list of the United States Postal Service and is U.S.D.A. approved for incidental food contact in federal meat and poultry establishments.

### Test Data

Independent laboratory tests show **511 Impregnator** out performs competitive products. Test results are available upon request for Staining, Static Coefficient of Friction, Tabor Abrasion, Surface Absorption, Freeze/Thaw, Vapor Transmission and Bacteria Repellency.

**NOTE:** On more porous surfaces use **511 Porous Plus** as directed. For any questions concerning grout refer to the grout manufacturers specifications. **511 Impregnator** will not stop acid etching.

### Sample Testing

Due to the differences of each substrate, several inconspicuous test patches should be completed to assure maximum performance. **User must determine suitability of the product for their intended use.**

### Color Enhancement

For added color with "TEXTURED AND NON POLISHED" surfaces, **511 Seal & Enhance** or **Mira Matte** may be applied as directed.

### Gloss Enhancement

For a higher gloss finish on POLISHED stone surfaces, use **Water Ring & Etch Remover**, **Marble Conditioner**, **Mira Dust**, **Granite Brite** or **Mira Polish**. For counters and furniture, use **Stone Polish**. For tile surfaces, try **Tile Brite**.

### Slip Resistance

**511 Impregnator** increases the static coefficient of friction on all surfaces. **511 Impregnator** has been used successfully for compliance with the American Disability Act's recommendations for slip resistance (ASTM C 1028-89) on polished & honed surfaces.

### Protect Neighboring Surfaces

Always protect neighboring surfaces including wood, carpet, metal, landscaping and other non masonry surfaces.

### NEW INSTALLATIONS - APPLICATION INSTRUCTIONS

**Read entire label and PDS/MSDS before using.** **511 Impregnator** should not be diluted or thinned in any way. **511 Impregnator** should be used as is direct from approved container.

**Before Grouting:** Apply **511 Impregnator** to all surfaces prior to grouting. This step will allow quick and easy cleanup after grouting. Grout can stain many surfaces if this procedure is not used prior to the grouting process. Apply **511 Impregnator** using a **Mira Brush** or a clean towel. Apply enough to wet the surface. (See coverage charts) Be careful not to saturate the open grout joints. Allow **511 Impregnator** to stand for approximately 3 - 5 minutes for maximum penetration. All excess must be removed at this time by buffing surface with a clean dry towel. This is very important on polished, glazed and porcelain surfaces. Allow **511 Impregnator** to cure for 6 - 12 hours before continuing with the grouting procedure.

**After Grouting:** Once grouted, make sure that all grout residue is removed from the surface with a clean sponge and water. Allow grout to cure per manufacturers specification. If grout clean up is not performed effectively, an additional cleaning may be necessary to remove remaining grout residue or haze. For this procedure use **Phosphoric Acid Cleaner**, (**GCGR**) **Grout & Concrete Film Remover (Hydrochloric Acid)**, **Sulfamic Acid Crystals** or **Epoxy Grout Film Remover** following the instructions carefully. Once the area has completely dried, proceed with the sealing of the grout for water and stain resistance. Apply **511 Impregnator** to all grout with a paint brush. Any excess sealer that gets on the surface should be wiped off with a clean towel before it dries. On larger jobs grout can be sealed by retreating the entire area includ-

ing the tile or stone surface a second time. Be careful not to allow the sealer to puddle or dry on presealed surfaces.

### Existing Installation - Surface Preparation

Surface must be dry and free of contaminants, including previously applied sealers, dirt, lime & hard water deposits, efflorescence, rust & other heavy dirt and grime.

**Surface Coating/Wax Removal:** To remove existing coatings and/or waxes, use **Mira Strip** or **H2O Strip** as directed.

**Heavy Duty Cleaning:** To remove lime and hard water deposits, efflorescence, rust, grease and other heavy dirt and grime use **GCGR (Grout & Concrete Film Remover)** **Phosphoric Acid Cleaner** as directed.

For a non acid deep clean use **Liquid Powlite** as directed.

Light Cleaning: Use **Mira Clean #1**, **Porcelain & Ceramic Tile Cleaner**, **Mira Soap**, **Counter Kleen** as directed.

### Existing Installation - Application Instructions

Follow the application instructions previously mentioned, except now, seal the grout and tile or stone surfaces at the same time. When treating surfaces together, make sure that the recessed grout is saturated.

### Mold, Mildew and Bacteria Sanitation

For best results in killing mold, mildew, bacteria and other micro organisms, use **Miracle Wipes** as directed.

### Residue Removal

To remove accumulated **511 Impregnator** residue, use **Miracle Residue Remover** as directed.

### Color and Gloss Enhancement

For color & gloss enhancement, use **Mira Matte** or **Mira Shine** as directed.

### Cure Time

**511 Impregnator** will be dry to the touch in 1 - 3 hours and may be used for normal foot traffic. For optimum results the area should be kept dry and free from staining materials for 72 hours.

### Coverage Chart - Used as directed

	Cost per sq.ft./sq.m.	1000 sq.ft. 90 sq.m.	2000 sq.ft. 180 sq.m.	3000 sq.ft. 270 sq.m.	4000 sq.ft. 360 sq.m.
Sanded Grout	(.06-.11)				
Quarry Tile	(.05-.09)				
Ceramic Tile	(.03-.05)				
Glazed Tile	(.03-.05)				
Porcelain Tile	(.02-.03)				
Polished Granite	(.02-.03)				
Polished Marble	(.02-.03)				
Terrazzo	(.03-.05)				
Brick	(.05-.09)				
Slate	(.05-.09)				
Quartz	(.03-.05)				
Travertine	(.03-.05)				
Masonry	(.05-.09)				

Cost per sq.ft. is based on a suggested list price of \$105/gallon. 1 gallon = 3.785 liters.

### MAINTENANCE

For ongoing maintenance instructions please refer to **Miracle Sealants Care Guide**. Refer to the **Miracle Sealants Product Recommendation Chart** for specific product recommendations.

### Storage

Store **511 Impregnator** in the original container, properly sealed to avoid contamination and solvent evaporation. Stored at 77° F (40° C), **511 Impregnator** will have a shelf life of 12 months.

### Technical Support

For additional technical support, contact Miracle Sealants Company at 1-800-350-1901 or 626-443-6433 ext. 3013

### Office Hours

Monday - Friday from 8:30 am - 5:00 pm PT.  
1-626-443-6433 1-800-350-1901 • Fax: 1-626-443-1435  
website: www.miraclesealants.com

### Product Damaged During Transportation

If product is damaged during transportation contact  
Info Trac @ 1-800-535-5053

### Additional Product

Miracle Sealants Company offers a complete line of water & stain repellents, sealers, cleaners, polishing compounds, diamond abrasives, machinery and accessories for the tile, stone, concrete, metal, fabric and carpet professional or do-it-yourself specialist.

# 511 Impregnator

## Natural Look Penetrating Sealer

**MIRACLE**  
Sealants Company  
www.miraclesealants.com

### Osha's Hazard Communication Standard U.S. Department Of Labor

29 CFR 1910.1200 OMB No. 1218-0072  
Identity No: Name: 511 Impregnator

#### Section 1

Manufacturers Name: Miracle Sealants Company  
Address: 12318 Lower Azusa Road  
Emergency Phone: 800-350-1901  
City: Arcadia  
State: CA  
Phone: 626-443-6433  
Date Prepared: 02-2009

#### Section 2 - Hazardous Ingredients/Identity Information

Hazardous Components	CAS#	OSHA PEL	ACGIH TLV
Petroleum Distillate	64741-65-7	100ppm	150ppm
VOC: Less than or equal to 738 g/L			

#### Section 3 - Physical/Chemical Characteristics

Boiling point: 355 - 395° F	Specific gravity: 0.80
Vapor pressure (200 C): .5 mm hg	Melting point: Not Available
Vapor density (Air=1): 5.3	Evaporation rate: <0.1
Solubility in water: Insoluble	Density: 798 Kg/M3
Appearance and odor: Clear, colorless, aromatic liquid.	

#### Section 4 - Fire And Explosion Hazard Data

Flash Point: 125° F (PCC)	Flammable limits:
LEL: 1	UEL: 7
pH: Neutral	DOT#: Not Available
NFPA Hazard rating H F R S (0-Least, 4-Extreme): 1 2 0 0	
Extinguishing media: Dry chemical, CO <sub>2</sub> , water fog	

Special fire fighting procedures: Combustible, wear bunker gear and NIOSH approved breathing apparatus.

Unusual fire and explosion hazards: Cool exposed containers with water to prevent rupturing. Heat will cause phosgene gas.

#### Section 5 - Reactivity Data

Stability: Stable  
Conditions to avoid: Keep away from sources of ignition such as heat, sparks or open flames.  
Incompatible materials to avoid: Oxidizing agent.  
Hazardous polymerization: Will not occur.  
Hazardous decomposition products: Carbon monoxide, carbon dioxide, silicon dioxide, fumes of xylene, aromatic and aliphatic hydrocarbons.

#### Section 6 - Health Hazard Data

##### Routes of entry:

Inhalation - Possible  
Skin - Possible  
Ingestion - Possible  
Health hazards - Same as signs and symptoms of exposure  
OSHA carcinogenicity - None; NTP - None; IARC monographs - None

##### Signs and symptoms of over exposure

Eyes: Causes severe eye irritation  
Skin: Causes mild skin irritation, drying of the skin. May cause an allergic skin reaction.  
Ingestion: Harmful if swallowed. Causes vomiting, nausea and diarrhea.  
Inhalation: Excessive inhalation causes headache, dizziness, nausea and incoordination. Harmful if inhaled.  
Medical conditions aggravated: Respiratory, pulmonary, liver and kidney disorders. Central nervous systems disorders. Gastrointestinal disorders.

#### Emergency and First Aid Procedures:

**Eyes:** In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Get medical attention if irritation persists.

**Skin:** Remove contaminated clothing and laundry before reuse. Wash with soap and water. Get medical attention if irritation persists.

**Ingestion:** If swallowed, do not induce vomiting. Get medical attention. Never give anything by mouth to an unconscious person.

**Inhalation:** If inhaled, remove to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Seek medical attention.

#### Section 7 - Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: wipe, scrape or soak up in an inert material and put in a container for disposal. Wear proper protective equipment. Remove sources of ignition. Increase area ventilation.

Waste disposal method: disposal should be made in accordance with federal, state and local regulations. Incineration recommended in approved incinerator according to federal, state and local regulations.

Precautions to be taken in handling and storing: use a ground strap. Store upright in a cool place below 77° F (40° C). Keep container closed when not in use. Avoid breathing vapors. Combustible.

Other precautions: KEEP OUT OF REACH OF CHILDREN. Follow directions on the container for proper use of this product.

#### Section 8 - Control Measures

Respiratory protection: Ventilate by opening all doors and windows. If exposure above the TLV or PEL require a NIOSH approved respirator equipped for the exposure or suitable respiratory protection per 29 CFR 1910.134 is required.

Protective gloves: Rubber or plastic, chemical resistant.

Eye protection: Tight fitting, splash proof safety glasses or goggles.

Other protective clothing or equipment: Chemical resistant clothing.

Work hygienic practices: Wash hands thoroughly before handling food stuffs, liquids or tobacco products. Use common sense and care around chemicals. Never mix this product with other chemicals. Consult your supervisor for all other hygienic and safety practices. All practices depend on your specific business. Directions for use normally found on label which will dictate engineering and control measures.

#### Section 9 - Shipping & Regulatory Classification

DOT Shipping Name: Please refer to the Bill of Lading receiving/documents for up-to-date information.

DOT Hazard Class: N/A

OSHA Hazard Class: N/A

UN/NA Number: N/A

EPA Hazard Waste: D 001, Ignitable

CPSC Classification: Combustible liquid

Transportation Class: 55

Toxic Substances Control Act (TSCA): This product and/or all the ingredients contained in this product have been registered under the Toxic Substances Control Act.

**SARA:** SARA 313 chemicals identified.

**NOTE:** Miracle Sealants believes the data set forth are accurate. Miracle Sealants makes no warranty with respects thereto and disclaims all liability or reliance thereon. Such data are offered solely for consideration, investigation and verification. Also, the data set forth is for the concentrated finished product. All lab samples are for experimental purposes only and used at the customers discretion.

### WARRANTY & CAUTIONS

#### Warranty

Instructions are a condensed guide and should not be considered complete. In the event of failure, the only obligation of Miracle Sealants Company shall be to replace such products proven to be defective. **Before using, user shall determine the suitability of the product for their intended use. User assumes all risks and liability whatsoever in connection therein.** Neither seller nor manufacturer shall be liable for any injury or inability to use this product.

#### Caution

**511 Impregnator** contains combustible petroleum distillates. All solvents must be considered toxic and must be used in a well ventilated area. Good ventilation means that fresh air is flowing in such a way as to feel a slight breeze. Open windows and use fans to circulate air. Continue to ventilate until vapors are eliminated. Exposure to high vapor concentration must be avoided. Inhaling the vapors can be harmful. Keep away from heat and open flames. Avoid prolonged contact with skin. Chemical resistant gloves should be worn at all times. Keep small children and pets out of the area until product or surface has thoroughly dried. Refer to the MSDS for additional information.





# CONFLEX™

7% Siloxane Water Repellent



**PROTECT** concrete and masonry from chloride and moisture.





## LASTING, BREATHABLE PROTECTION FROM NATURE'S DESTRUCTIVE FORCES.

ConFlex™ 7% Siloxane Water Repellent defends masonry and concrete against chloride attack and wind-driven rain. Engineered for large commercial projects, this easy-to-apply water repellent penetrates the surface for great protection. With minimal prep and cleanup, ConFlex delivers a transparent, no-sheen finish



for a natural, uncoated look, without marring glass or metal flashing.

ConFlex 7% Siloxane Water Repellent is a hard-working sealer at an economical price. This water-based formula meets ASTM standards and the most stringent VOC regulations.

### ConFlex 7% Siloxane Water Repellent Key Benefits

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Engineered for large, commercial masonry and concrete structures.</li> </ul>                          | <ul style="list-style-type: none"> <li>Meets ASTM standards for water repellency.</li> </ul>                   |
| <ul style="list-style-type: none"> <li>Penetrates the surface to provide protection against wind-driven rain and chloride attack.</li> </ul> | <ul style="list-style-type: none"> <li>Acceptable in SCAQMD, CARB, and other VOC restrictive areas.</li> </ul> |
| <ul style="list-style-type: none"> <li>Water-based formula produces a clear, no-sheen finish for a natural look that lasts.</li> </ul>       | <ul style="list-style-type: none"> <li>Conveniently available at local Sherwin-Williams stores.</li> </ul>     |
| <ul style="list-style-type: none"> <li>Does not mar glass or metal flashing for minimal prep and cleanup.</li> </ul>                         |  |

## CONFLEX 7% SILOXANE WATER REPELLENT IS BROUGHT TO YOU BY A NAME YOU KNOW AND TRUST.

For over 150 years, Sherwin-Williams has provided contractors, builders, property managers, architects and designers with the trusted products they need to build their business and satisfy customers. ConFlex 7% Siloxane Water Repellent is just one more way we bring you industry-leading paint technology — innovation you can pass on to your customers.

Plus with more than 4,200 stores and 2,700 sales representatives across North America, personal service and expert advice is always available near jobsites. Find out more about ConFlex 7% Siloxane Water Repellent at your nearest Sherwin-Williams store or to have a sales representative contact you, call **800-524-5979**.



**EXHIBIT “B”**  
**COMPLETION SCHEDULE/PROJECT BILLING/PROJECT BUDGET**

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Completion Schedule and Project Billing

<b>TASK</b>	<b>DESCRIPTION</b>	<b>PAYMENT</b>	<b>TIMELINE</b>
1	Execution of Agreement and Notice to Proceed. Insurance documentation sent to City.	\$20,000	10-11-2022
2	Submit final design and budget breakdown for approval to city staff. Stamped engineered drawings submitted.	\$8,100	11-15-2022
3	Artist begins work upon issuance of city permit.	\$17,000	12-15-2022
4	Artist (half complete) confirmed with staff. (pictures or examination)	\$10,000	03-30-2023
5	Notice and confirmation of completion of art work	\$9,000	07-1-2023
6	Artist installs work at site.	\$8,150	8-1-2023 or before
7	City inspection and approval-final signoff.	\$12,750	8-10-2023
<b>TOTAL</b>		\$85,000	

**EXHIBIT "C"**  
**AFFIDAVIT**

THE STATE OF Texas §  
COUNTY OF Lewis §

I, KATY ANTILL Artist, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be peculiarly affected by the work or decision on the project (check all that apply);

- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of \$2,500 or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved and I have an equitable or legal ownership with a fair market value of at least \$2,500.
- ☒ None of the above.
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- ☐ Other: \_\_\_\_\_

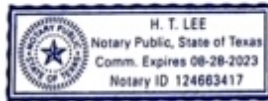
Upon the filing of this affidavit with the City of Wylie, Texas, I affirm that no relative of mine, in the first degree by consanguinity or affinity as defined in Chapter 573 of the Texas Government Code, is a member of the public body which acted on the agreement.

SIGNED this 3 day of October, 2022.

Kathy Broussard Antill  
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Kathryn Broussard Antill and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3<sup>rd</sup> day of October, 2022. HTC



[Signature]  
Notary Public in and for  
The State of Texas  
My commission expires: 08/28/2023



## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 25, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1)-(4) with a local governmental entity and the vendor meets requirements under Section 178.005(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.005(a)(1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 178.005, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p>1. Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3. Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p>4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 178.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p>5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6. <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 178.003(a)(2)(B), excluding gifts described in Section 178.003(a-1).</p>		
<p>7.  _____ <span style="float: right;">10-3-2022</span></p> <p style="text-align: center;"><small>Signature of vendor doing business with the governmental entity</small> <span style="float: right;"><small>Date</small></span></p>		
Form provided by Texas Ethics Commission      www.ethics.state.tx.us      Revised 11/02/2015		

Agreement for Walking Trails Entry- Public Art Project, Kathryn Antill, Artists, dba Legacy Mosaic, LLC  
Page 21 of 21

2487035



# Wylie City Council

## AGENDA REPORT

Department: Engineering  
Prepared By: Tim Porter

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

### Subject

Discuss Downtown Traffic Analysis Results - Parking and Sidewalks.

### Recommendation

### Discussion

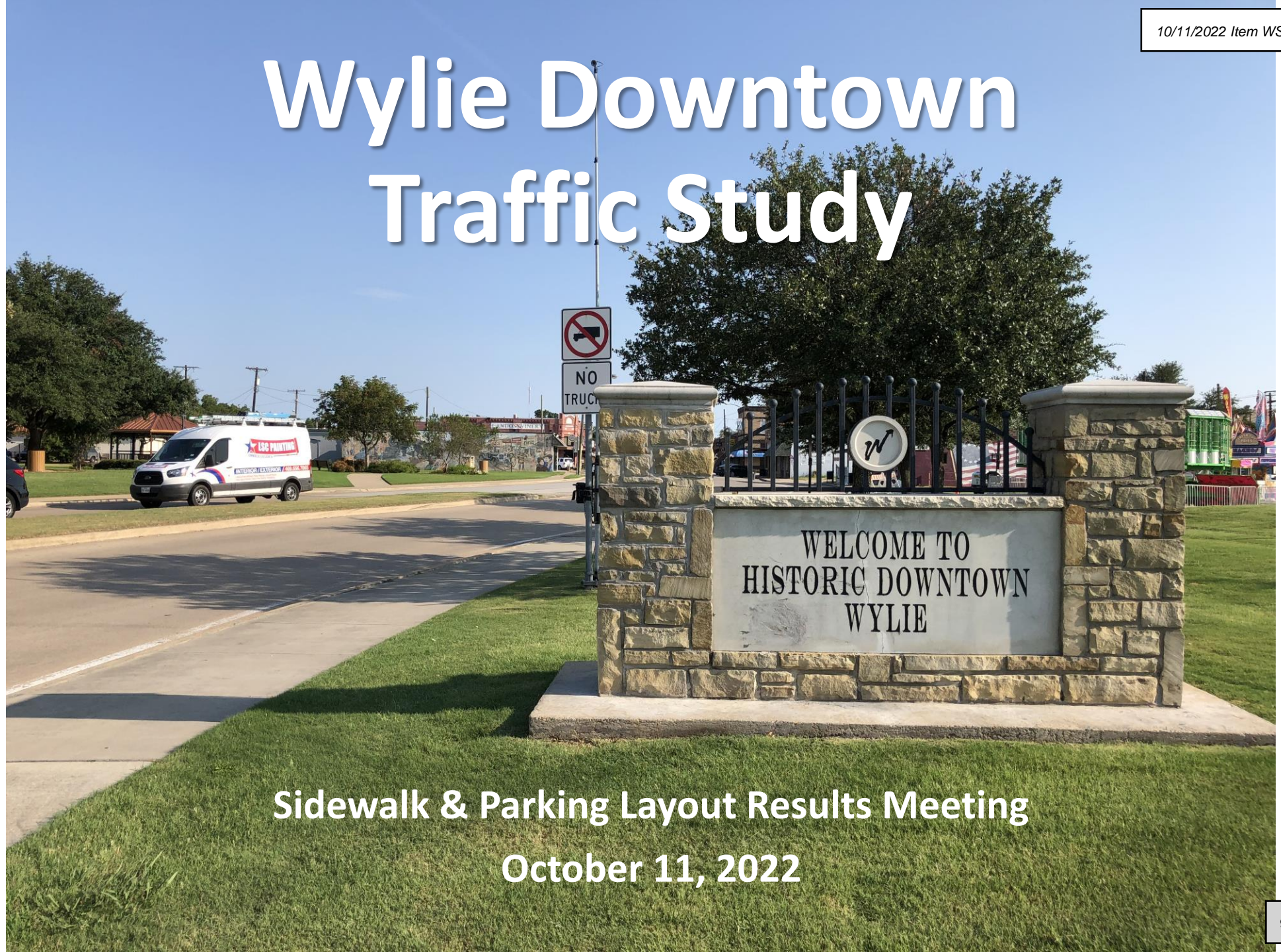
Discuss Downtown Traffic Analysis Results - Parking and Sidewalks.





Honoring our past; Embracing  
our present; Planning our future

# Wylie Downtown Traffic Study



Sidewalk & Parking Layout Results Meeting

October 11, 2022



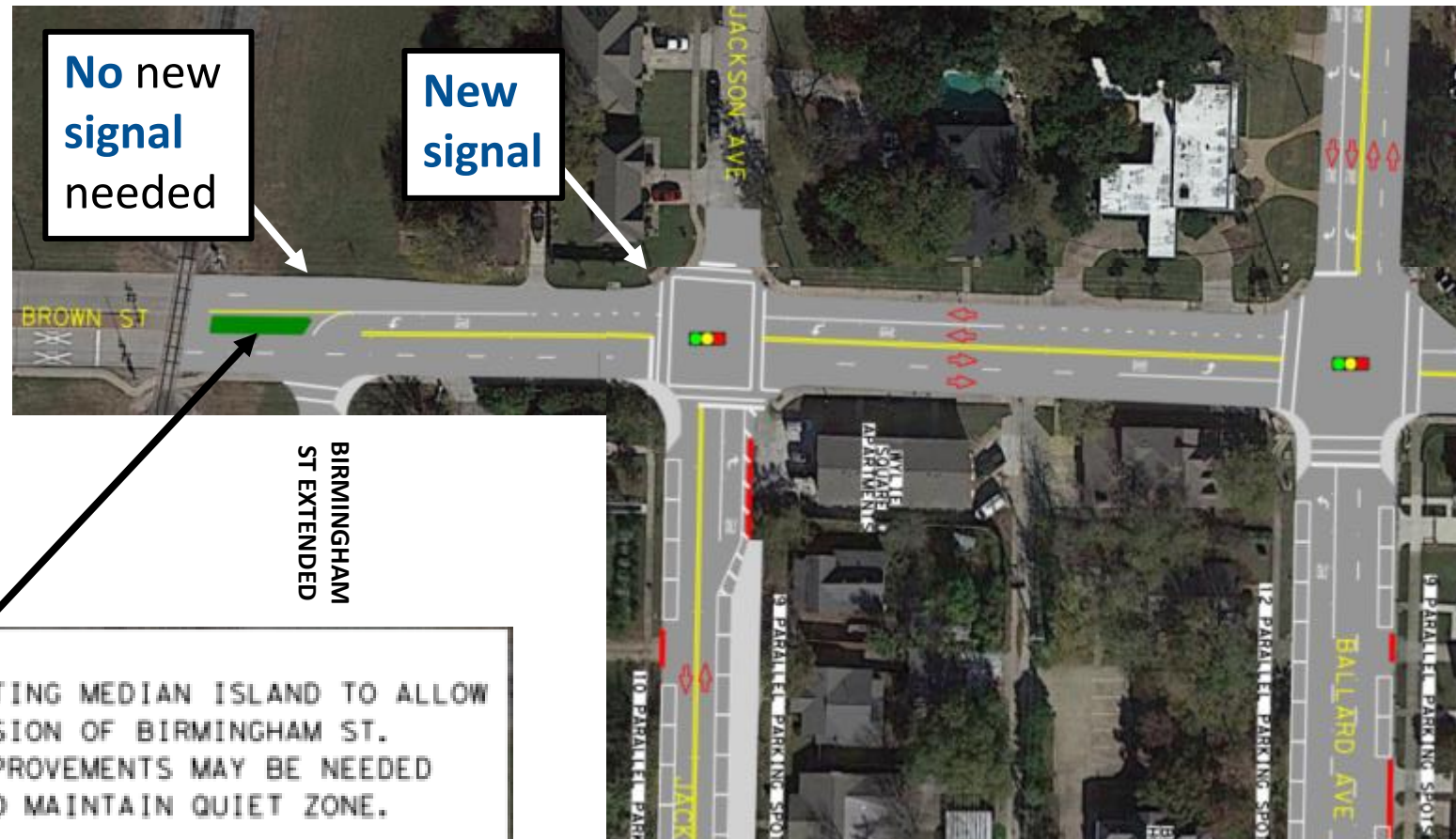


# Agenda for Today

- Assumed **road capacity** improvements needed for **preferred Option 4a**
- **Parking & sidewalk** options for **preferred Option 4a**
- **Questions** going forward for City & Stakeholders to answer



# Assumed Improvements – Brown St

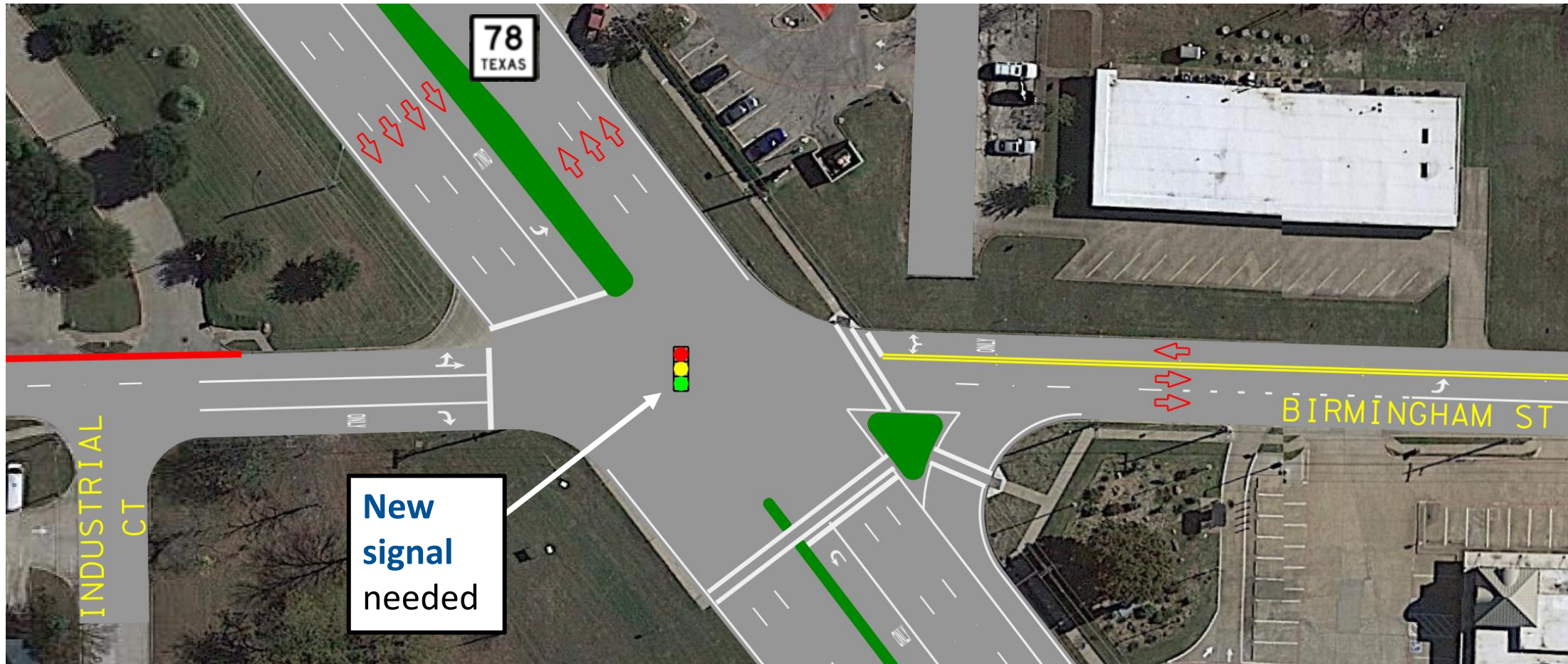


# Assumed Improvements – SH 78 at Ballard



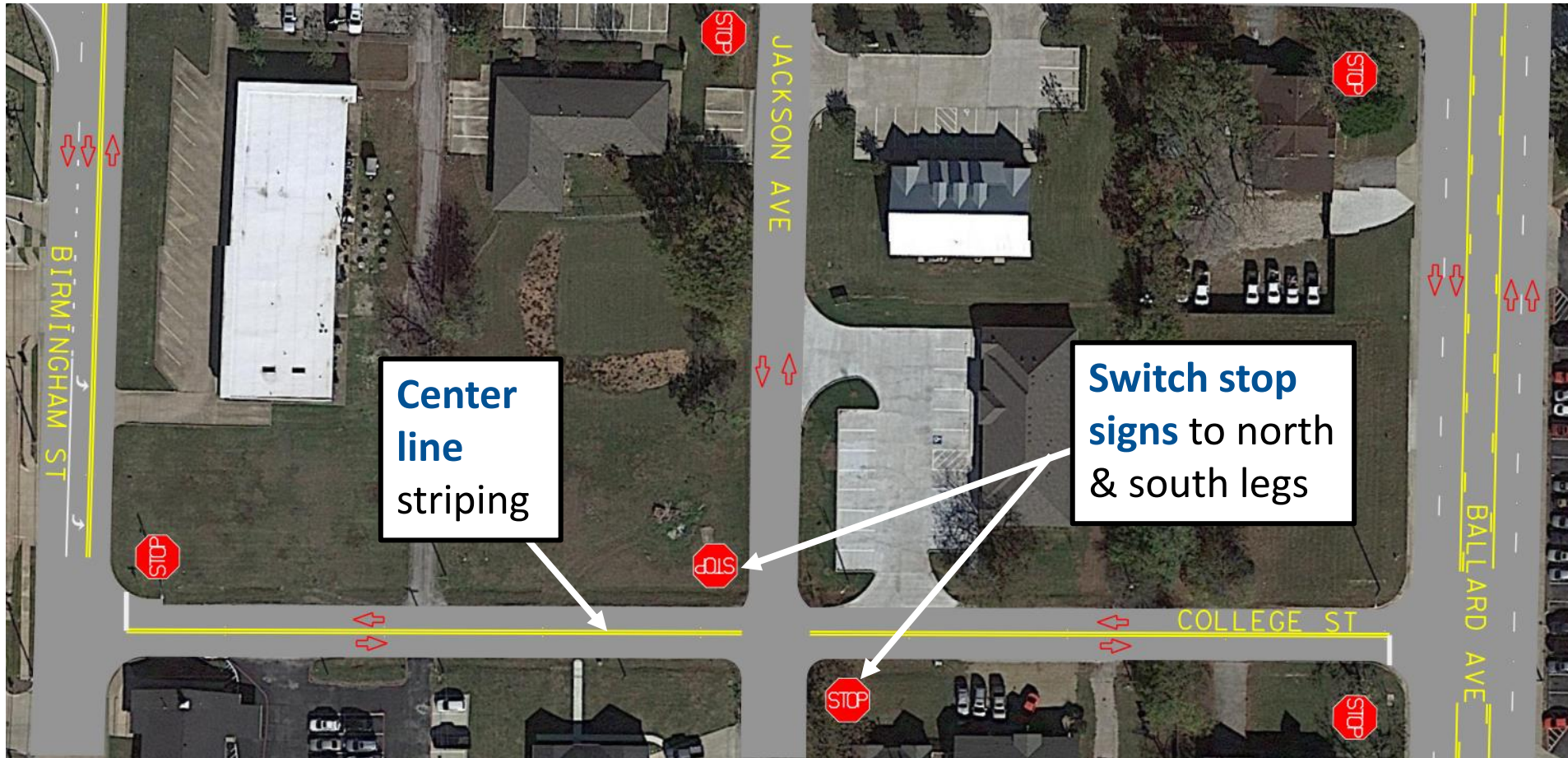


# Assumed Improvements - SH 78 at Birmingham



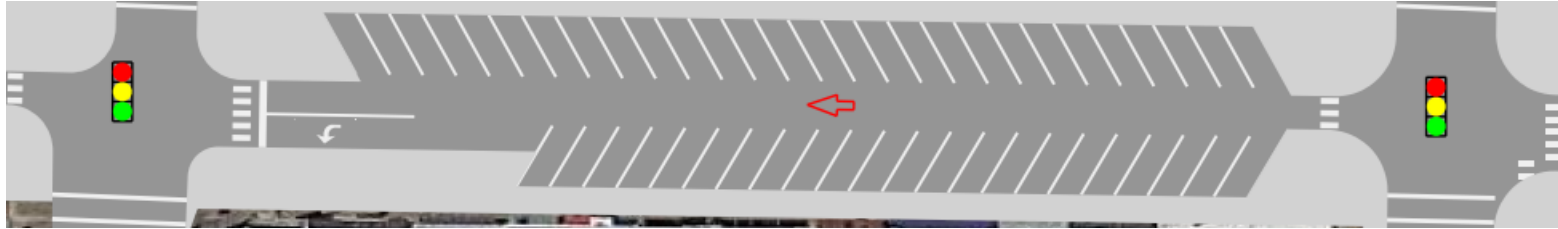


# Assumed Improvements – College St





# Sidewalk & Parking Options



Option 4a-1:  
**60-Degree**  
Parking



Option 4a-2:  
**45-Degree**  
Parking



Option 4a-3:  
**30-Degree**  
Parking

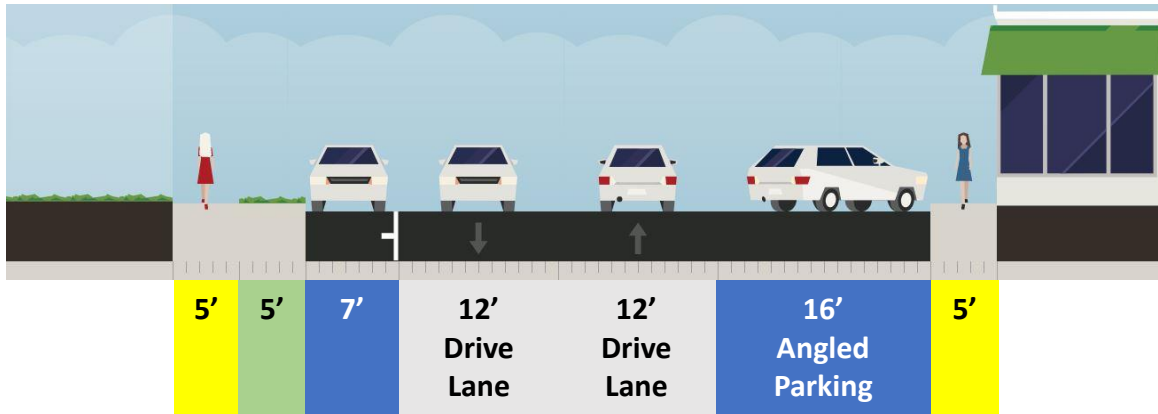


Option 4a-4:  
**Parallel**  
Parking

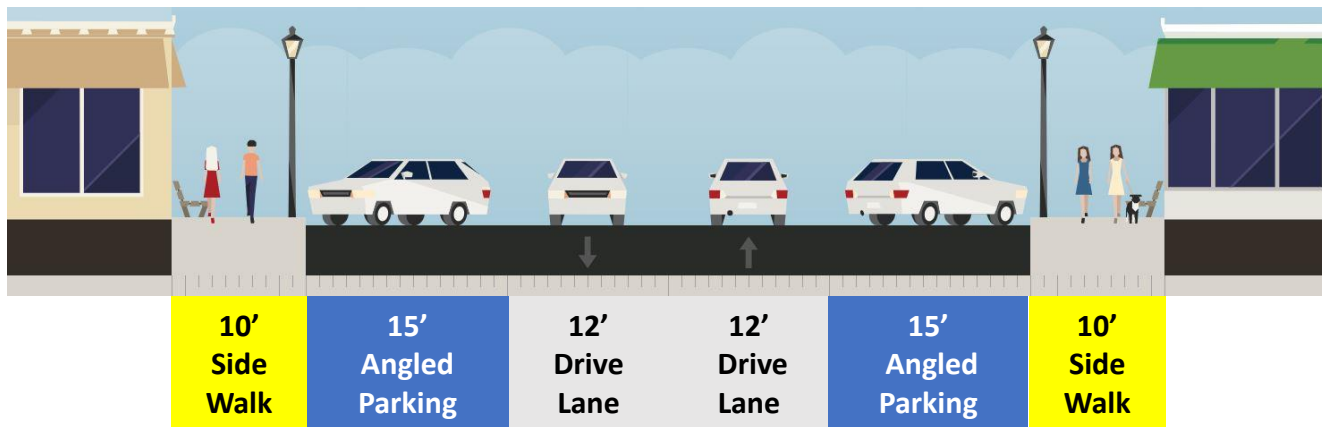
# Option 1: Existing Conditions

(Existing) From NCTCOG Stakeholder Study

## Two-Way Traffic, 60 Degree Angled Parking



## Two-Way Traffic, 60 Degree Angled Parking

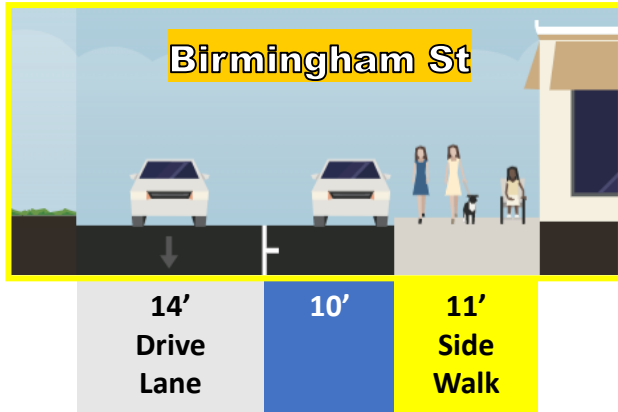


← **Birmingham Street** would be **two-way** also without extending it north

# Option 4a-1: Birmingham-Ballard One-Way

North Transition via Brown & South Transition via College with 60-Degree Parking

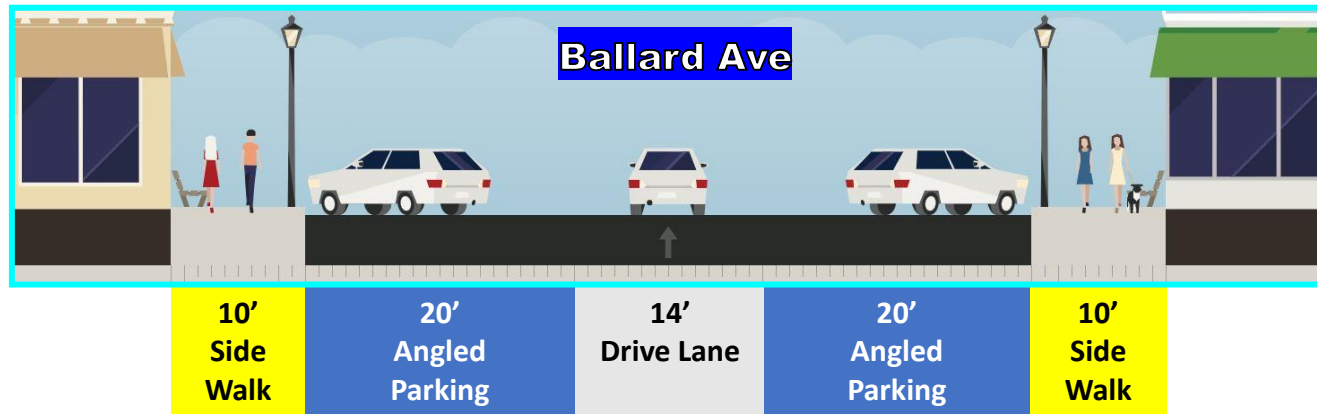
## One-Way SB Traffic (w/ Parallel Parking)



## Two-Way Traffic (w/ 60-Degree Angled Parking\*)



## One-Way Northbound Traffic (w/ 60-Degree Angled Parking)

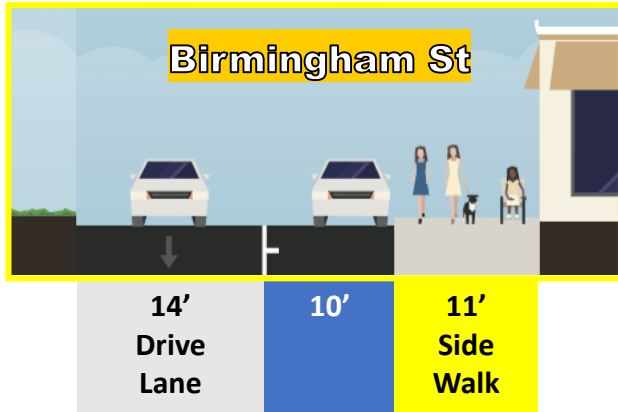




# Option 4a-2: Birmingham-Ballard One-Way

North Transition via Brown & South Transition via College with 45-Degree Parking

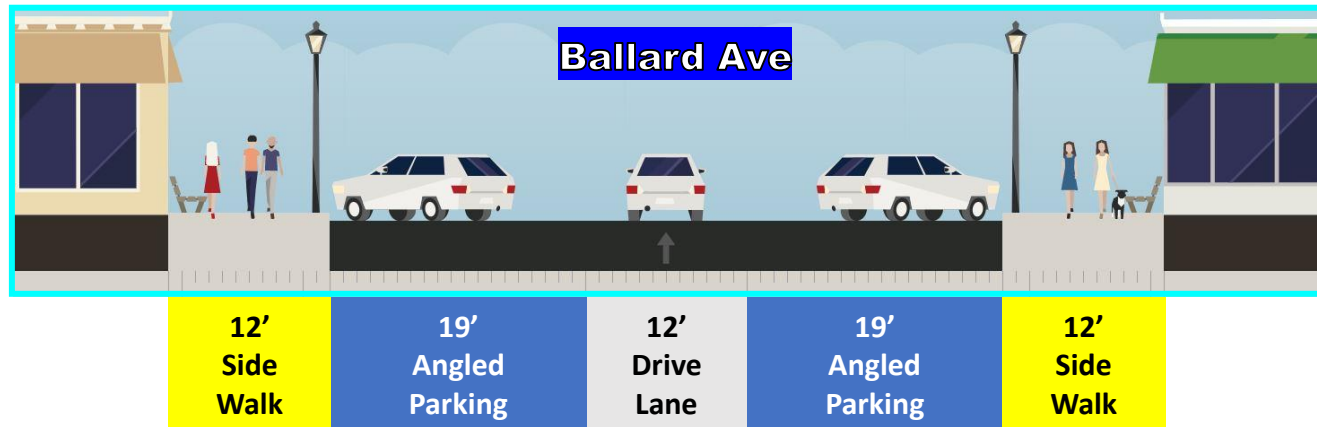
## One-Way SB Traffic (w/ Parallel Parking)



## Two-Way Traffic (w/ 45-Degree Angled Parking\*)



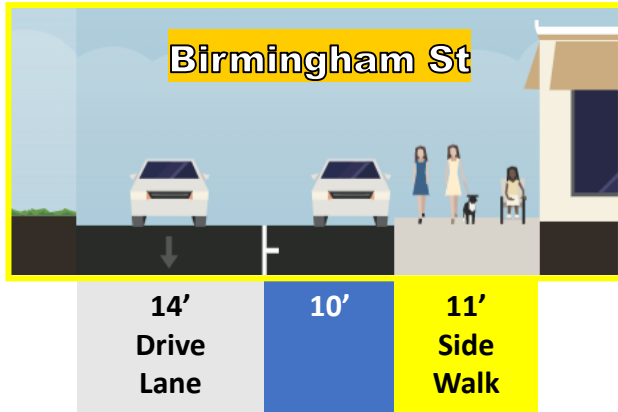
## One-Way Northbound Traffic (w/ 45-Degree Angled Parking)



# Option 4a-3: Birmingham-Ballard One-Way

North Transition via Brown & South Transition via College with 30-Degree Parking

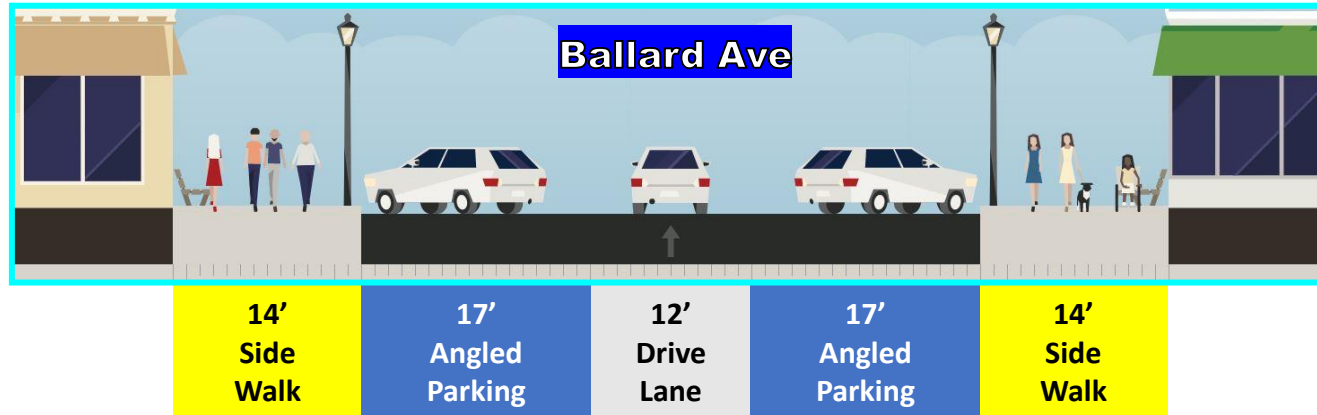
## One-Way SB Traffic (w/ Parallel Parking)



## Two-Way Traffic (w/ 30-Degree Angled Parking\*)



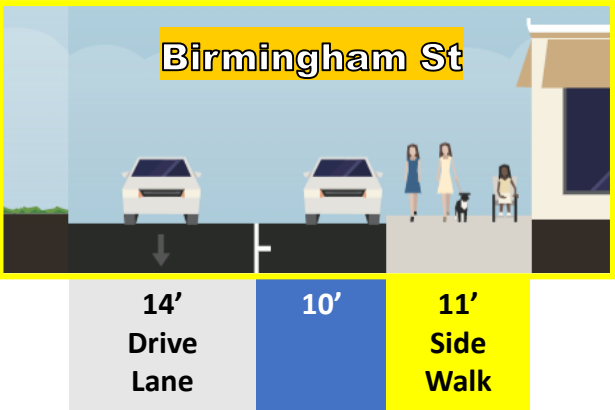
## One-Way Northbound Traffic (w/ 30-Degree Angled Parking)



# Option 4a-4: Birmingham-Ballard One-Way

North Transition via Brown & South Transition via College with Parallel Parking

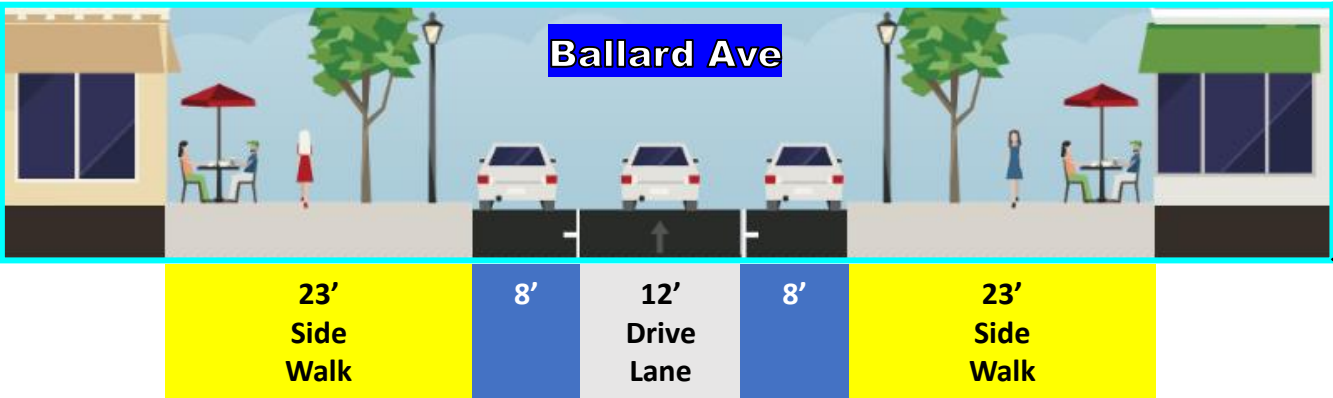
## One-Way SB Traffic (w/ Parallel Parking)



## Two-Way Traffic (w/ Parallel Parking)



## One-Way Northbound Traffic (w/ Parallel Parking)





# Parking Option Details – 4a-1 on Ballard



Option 4a-1:  
**60-Degree**  
Parking on  
**Ballard** from  
**Oak** to  
**SH 78**



Option 4a-1:  
**60-Degree**  
Parking on  
**Ballard** from  
**Marble** to  
**Oak**

# Parking Option Details – 4a-2 on Ballard



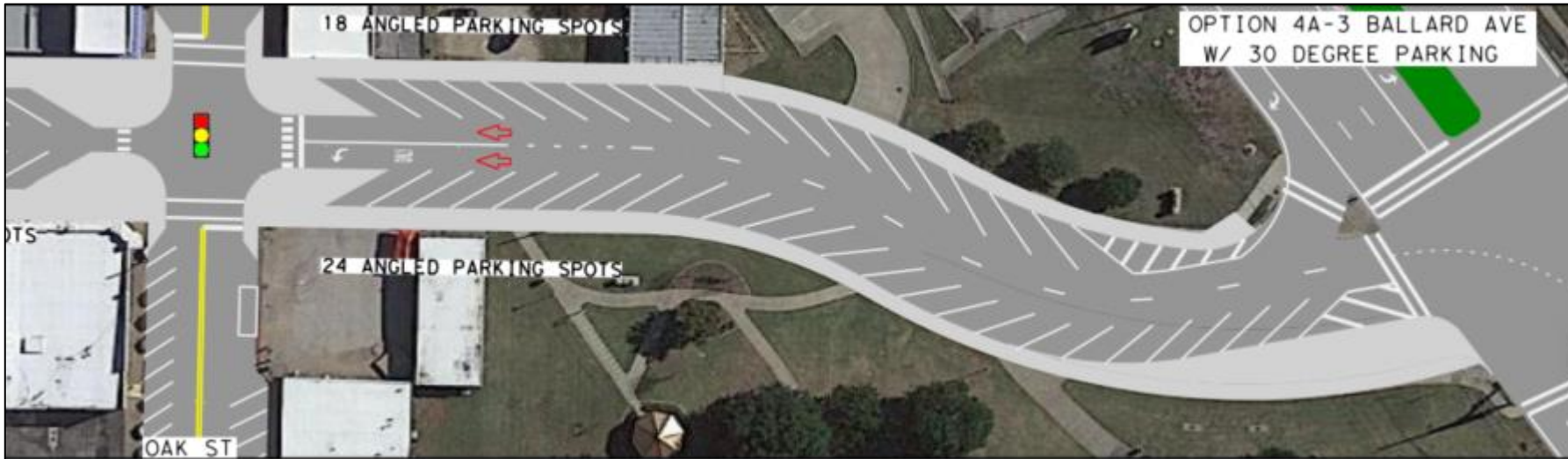
Option 4a-2:  
**45-Degree**  
Parking on  
**Ballard** from  
**Oak** to  
**SH 78**



Option 4a-2:  
**45-Degree**  
Parking on  
**Ballard** from  
**Marble** to  
**Oak**



# Parking Option Details – 4a-3 on Ballard



Option 4a-3:  
**30-Degree**  
Parking on  
**Ballard** from  
**Oak** to  
**SH 78**

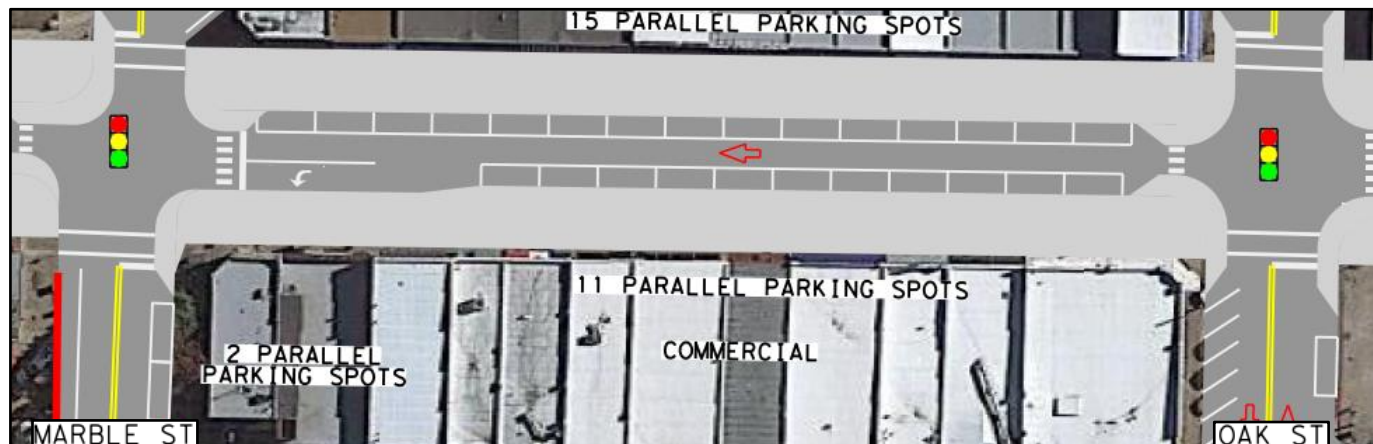


Option 4a-3:  
**30-Degree**  
Parking on  
**Ballard** from  
**Marble** to  
**Oak**

# Parking Option Details – 4a-4 on Ballard



Option 4a-4:  
**Parallel**  
Parking on  
**Ballard** from  
**Oak** to  
**SH 78**



Option 4a-4:  
**Parallel**  
Parking on  
**Ballard** from  
**Marble** to  
**Oak**

# Parking Comparison

Option	Description	Parking Angle			On-Street Parking Space Count by Street					
		Birmingham	Jackson	Ballard	Birmingham	Jackson	Ballard	Jefferson	Marble	Oak
1-1	Existing	No Parking	60° & Parallel Mix		0	116	107	41	18	71
4a-1	One-Way Traffic Ballard NB/ Birmingham SB w/ Curb Bump-outs	Parallel	60° & Parallel Mix		39	82	146	43	18	54
4a-2			45° & Parallel Mix			74	150			
4a-3			Mostly 30° *	30° & Parallel Mix		47	111			
4a-4			Parallel			84	95			

# Parking Comparison

Option	Description	Parking Angle			Total Parking Spaces					
					On-Street	% vs. Existing	Off-Street		Grand Total	% vs. Existing
		Birmingham	Jackson	Ballard			City-Owned	Church/Private		
1-1	Existing	No Parking	60° & Parallel Mix		353	100%	120	813	1,286	100%
4a-1	One-Way Traffic Ballard NB/ Birmingham SB w/ Curb Bump-outs	Parallel	60° & Parallel Mix		382	108%	23	813	1,218	95%
4a-2			45° & Parallel Mix		378	107%			1,214	94%
4a-3			Mostly 30° *	30° & Parallel Mix	312	88%			1,148	89%
4a-4			Parallel		333	94%			1,169	91%



# What happens next...

- **Alternative Refinement**
  - Narrow to 2 or 3 alternatives
  - Identify improvements for:
    - **Short-term** (2022)
    - **Medium-term** (2024)
    - **Long-term** (TBD)
  - Examples: **parking, lighting, sidewalk & crosswalk** connections
  - Develop recommended **wayfinding signage** layouts
- **Cost Estimation** (Planning-Level)



# What happens next...

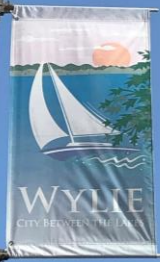
- **Final Report**
- **Present results** to:
  - Stakeholders
  - City Council
- City officials to decide on **preferred alternative**
- Procure **detailed design** contract(s)







Honoring our past; Embracing  
our present; Planning our future



10/11/2022 Item WS1.

# Thank You!







# Wylie City Council

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## AGENDA REPORT

Department: Parks and Recreation  
Prepared By: Brent Stowers

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

### Subject

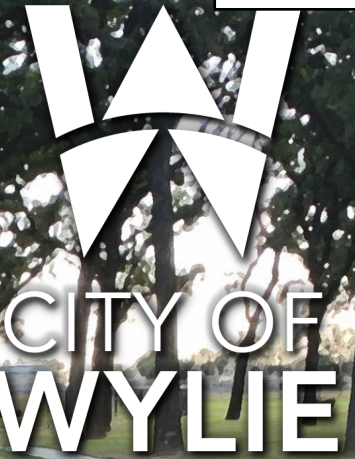
Discuss updates to dog park and splash pad schematic designs.

### Recommendation

### Discussion

Discuss updates to dog park and splash pad schematic designs.





# Dog Park & Splashpads

*Design Development – Council Update*

October 11, 2022





# Project Schedule



Site Evaluation & Programming ..... *complete*

Topographic Survey ..... *complete*

Schematic Design..... *complete*

- ☐ *Layout Plans for All 3 Site w/ Cost Opinions*
- ☐ *Review w/ City Staff*

Design Development..... **Sept. – Oct.**

- ☐ *50% CDs & Cost Opinion*
- ☐ *Council Update*

Final Construction Documents..... **Nov. – Dec.**

Bidding & Construction Phase ..... **TBD**

Potential Openings\*

Splashpads: *Summer 2023*

Dog Park: *Fall 2023*







# Dog Park





# Initial Program List\*

- 3 Dog Park Paddocks
  - 1 Small Dog
  - 2 Large Dog
- Fencing with Bull Pen Entries
- Dog Wash Stations
- Agility Equipment
- Small Group Pavilion(s)
- Site Furnishings
- Concrete Parking
- Parking Lot Lighting
- Trail Connections
- Landscape Plantings
- Irrigation System per City Ordinance Requirements

\*as budget allows

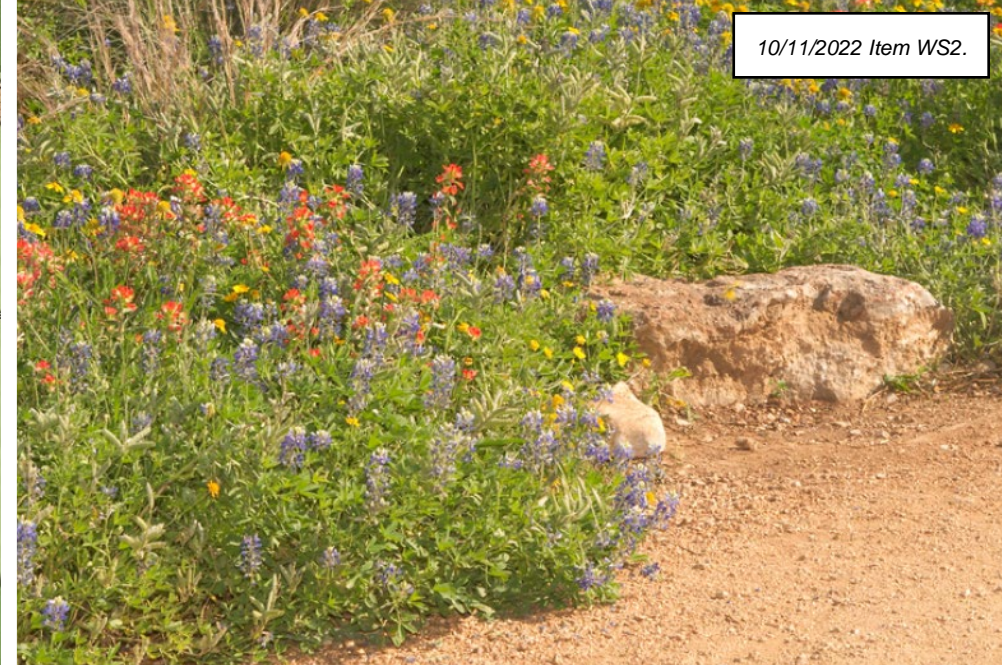


# Prairie Tails Dog Park



- 3 Dog Park Paddocks
  - 1 Small Dog
  - 2 Large Dog
- Fencing with Bull Pen Entries
- Dog Wash Stations
- Agility Equipment
- Pavilions (3)





Wildflower Plantings



Concrete Plaza



# Cost Estimate



GENERAL SITE ITEMS	\$125,000
SITE IMPROVEMENTS	\$410,000
FENCING	\$120,000
PAVILIONS	\$120,000
CONCRETE PAVING & FLATWORK	\$60,000
SWALE CROSSINGS	\$20,000
ENTRY ENHANCEMENTS	\$50,000
ARTIFICIAL TURF	\$15,000
BULLPENS	\$25,000
LANDSCAPING & IRRIGATION	\$190,000
TURF GRASS (2 SOD – 1 HYDROMULCH)	\$55,000
PLANTINGS	\$35,000
IRRIGATION	\$100,000
SECURITY LIGHTING ALLOWANCE	\$25,000
BASE SUBTOTAL	\$750,000
+/- 15% CONTINGENCY	\$135,000

CONSTRUCTION TOTAL: \$885,000



# Splashpads



# East Meadow Sprayground

## Key Features:

- Sprayground
  - *Signature Feature*
  - *Bubbler Sprays*
- Stamped Concrete
- Seat Walls / Stone Block Seating
- Group Shelter
- Arrival Plaza
- Gateway
- Restroom & Filtration Building
- Drop Off
- Connection to Existing Trails





# East Meadow Sprayground

## Key Features:

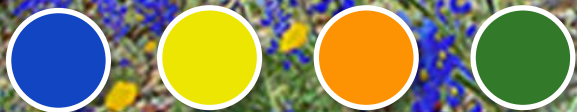
- Sprayground
  - *Signature Feature*
  - *Bubbler Sprays*
- Stamped Concrete
- Seat Walls / Stone Block Seating
- Group Shelter
- Arrival Plaza
- Gateway
- Restroom & Filtration Building
- Drop Off
- Connection to Existing Trails







Prairie



10/11/2022 Item WS2.





# Cost Estimate



GENERAL SITE ITEMS	\$175,000
SITE IMPROVEMENTS	\$760,000
CONCRETE PAVING	\$50,000
GATEWAY STRUCTURE	\$20,000
GROUP PAVILION	\$85,000
SEAT WALLS	\$15,000
PARKING LOT	\$315,000
RESTROOM BUILDING	\$275,000
SPRAYGROUND	\$475,000
SPRAYGROUND EQUIPMENT & INSTALLATION	\$250,000
FILTRATION	\$150,000
SLAB & SURFACING	\$75,000
LANDSCAPE & IRRIGATION & SITE FURNISHINGS	By City
BASE SUBTOTAL	\$1,385,000
+/- 15% CONTINGENCY	\$200,000
CONSTRUCTION TOTAL:	\$1,585,000



# *Community Park Sprayground*



# Community Park

## Key Features:

- Sprayground
  - *Signature Feature*
  - *Bubbler Sprays*
- Stamped Concrete
- Seat Walls
- Shade Fabric
- Arrival Plaza
- Mechanical Enclosure
- Drop Off
- Connection to Existing Trails





# Community Park

## Key Features:

- Sprayground
  - *Signature Feature*
  - *Bubbler Sprays*
- Stamped Concrete
- Seat Walls
- Shade Fabric
- Arrival Plaza
- Mechanical Enclosure
- Drop Off
- Connection to Existing Trails







Futuristic



10/11/2022 Item WS2.





# Cost Estimate

GENERAL SITE ITEMS	\$110,000
SITE IMPROVEMENTS	\$185,000
CONCRETE PAVING	\$25,000
FABRIC SHADE STRUCTURE	\$50,000
SEAT WALLS	\$20,000
DROP OFF	\$15,000
MECHANICAL ENCLOSURE	\$75,000
SPRAYGROUND	\$475,000
SPRAYGROUND EQUIPMENT & INSTALLATION	\$250,000
FILTRATION	\$150,000
SURFACING & SLAB	\$75,000
LANDSCAPE & IRRIGATION & SITE FURNISHINGS	By City
BASE SUBTOTAL	\$770,000
+/- 15% CONTINGENCY	\$115,000
CONSTRUCTION TOTAL:	\$885,000







# Project Schedule



Site Evaluation & Programming ..... *complete*

Topographic Survey ..... *complete*

Schematic Design..... *complete*

- ☐ *Layout Plans for All 3 Site w/ Cost Opinions*
- ☐ *Review w/ City Staff*

Design Development..... **Sept. – Oct.**

- ☐ *50% CDs & Cost Opinion*
- ☐ *Council Update*

Final Construction Documents..... **Nov. – Dec.**

Bidding & Construction Phase ..... **TBD**

Potential Openings\*

Splashpads: *Summer 2023*

Dog Park: *Fall 2023*





# Wylie City Council

## AGENDA REPORT

Department: WEDC  
Prepared By: Jason Greiner

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

### Subject

Discuss the status of the creation of Tax Increment Reinvestment Zones within the City of Wylie.

### Recommendation

### Discussion

Discuss the status of the creation of Tax Increment Reinvestment Zones within the City of Wylie.