

Wylie City Council Regular Meeting

April 28, 2026 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

PRESENTATIONS & RECOGNITIONS

PR1. Small Business Week.

PR2. Shining the Wylie Way Student - Term 3.

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 the April 14, 2026 Regular City Council Meeting minutes.
- B. Consider, and act upon, the approval of the Scouting America-Cub Scout Pack 304 non-profit group to hold their Back to Scouting Bash 2026 event at the Olde City Park on August 1, 2026.
- C. Consider, and act upon, approval of the Hope's Gate non-profit group to hold their Hope Under the Stars fundraising event at Olde City Park on October 24, 2026.
- D. Consider, and act upon, the approval of the Wylie Area Youth Sports non-profit group to hold The Victory Young Classic 7v7 fundraising event at Founders Park on May 3, 2026.
- E. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Integrity First addition, creating one commercial lot on 0.97 acres, property located at 990 N. State Highway 78.
- F. Consider, and act upon, a Final Plat of Lot 1, Block A, Jericho Village, establishing one lot on 2.472 acres, located at 511 West Brown Street.
- G. Consider, and act upon, a Final Plat establishing Lots 1 and 2, Block A of Galacino Lane Addition on 5.465 acres in the City of Wylie Extra-Territorial Jurisdiction, property located at 950 Galacino Lane.
- H. Consider, and act upon, a Final Plat for Lewis Ranch Phase 2, establishing 123 residential lots on 23.030 acres, property generally located at the southeast corner of North State Highway 78 and Wylie East Drive.

- I. Consider, and act upon, Ordinance No. 2026-16 amending Planned Development 2003-01 (PD 2003-01) to Planned Development (PD) on approximately 31.65 acres. Property generally located on the southwest corner of FM 544 and Woodbridge Pkwy. (ZC 2026-02).
- J. Consider, and act upon, Ordinance No. 2026-17 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of one tract of land totaling 0.39 acres located at 4013 North State Highway 78.
- K. Consider, and act upon, adoption of amended Rules and Procedures for the Planning and Zoning Commission to reflect changes to State Law, City Ordinances, and other matters.
- L. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2026.
- M. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2026.
- N. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2026.
- O. Consider, and act upon, Ordinance No. 2026-18 amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.
- P. Consider, and act upon, the award of agreement #W2026-60 to Fuquay, Inc. for repairs and rehabilitation of 480 feet of the 21-inch sewer main, in the estimated amount of \$190,140.00, through a cooperative purchasing contract with Buyboard and authorizing the City Manager to execute any and all necessary documents.
- Q. Consider, and act upon, the contract amendment for PSPO #W2019-8-E for East FM 544 (Stone Road) Phase 3 Improvements from north of Alfred Drive to Vinson Road to Freese & Nichols, Inc. in the amount of \$65,000.00 and authorizing the City Manager to execute any necessary documentation.
- R. Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas, and the U.S. Army Corps of Engineers, initiating Agreement No. W9126G26QA045 from May 22, 2026, through September 12, 2026, for a sum not to exceed \$43,052.52, and an optional year from May 21, 2027, through September 11, 2027, for a sum not to exceed \$43,052.52, with a total two-year agreement sum not to exceed \$86,105.04.
- S. Consider, and act upon, Resolution No. 2026-07(R) authorizing the City of Wylie to submit a grant application to the Motor Vehicle Crime Prevention Authority for the 2027 Motor Vehicle Crime Prevention Authority Grant Program and providing an effective date.

REGULAR AGENDA

- 1. Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2026 to May 31, 2028.
- 2. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Light Industrial to Planned Development - Light Industrial (PD-LI) on 59.769 acres generally located at 611 Sanden Blvd. and 2101 and 2111 W. FM 544 (ZC 2026-03).
- 3. Consider, and act upon, Ordinance No. 2026-19 establishing a Citizens Bond Advisory Committee; providing for the scope and authority of the Committee; providing for the appointment of its members; and providing for an effective date.

WORK SESSION

[WS1](#). Wylie Police Department Overview.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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).

ES1. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2022-10c, 2022-10d, 2024-2d, 2024-5a, 2024-8d, 2024-12c, 2025-4a, 2025-9a, 2025-10f, 2026-3e, and 2026-4b.

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.

ES2. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Brown, FM 1378/Park, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Brown, and State Hwy 78/Skyview.

ES3. Discuss the relocation of the Stonehaven House.

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 April 22, 2026, at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the April 14, 2026 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

April 14, 2026 – 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 6:02 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Scott Williams, Councilman Sid Hoover, and Mayor *Pro Tem* Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Assistant Fire Chief Brian Ritter; Marketing and Communications Director Craig Kelly; City Secretary Stephanie Storm; Police Chief Anthony Henderson; Parks and Recreation Director Carmen Powlen; Library Director Ofilia Barrera; Finance Director Melissa Brown; Community Services Director Jasen Haskins; Public Works Director Tommy Weir; Operations Director James Brown; Human Resources Director Jennifer Beck; Wylie Economic Development Corporation Executive Director Jason Greiner; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

Mayor Porter led the invocation, and Councilman Pickens led the Pledge of Allegiance to the U.S. and Texas Flags.

PRESENTATIONS & RECOGNITIONS

PR1. National Public Safety Telecommunicators Week.

Mayor Porter presented a proclamation proclaiming the week of April 12-18, 2026, as National Public Safety Telecommunicator Week in Wylie, Texas. City staff members were present to accept the Proclamation.

PR2. Child Abuse Awareness and Prevention Month, and honoring Officer Alexandra Waters and Officer Blake Miller.

Mayor Porter presented a proclamation proclaiming the month of April as Child Abuse Prevention Month in Wylie, Texas. Members from the Wylie Police Department, CASA of Collin and Rockwall Counties, and Lone Star CASA were present to accept the Proclamation.

PR3. Recognize the Wylie ISD and City of Wylie Parks and Recreation Department's cooperative Senior2Senior program for receiving the Crystal Certification of Merit from the Texas School Public Relations Association (TSPRA).

Mayor Porter recognized Wylie ISD and the City of Wylie Parks and Recreation Department's cooperative Senior2Senior program for receiving the Crystal Certification of Merit from the Texas School Public Relations Association (TSPRA) and the North Region Excellence in Senior Programming from the Texas Recreation and Parks Society (TRAPS). City and ISD staff members were present to be recognized.

PR4. Sexual Assault Awareness and Prevention Month.

Mayor Porter presented a proclamation proclaiming the month of April as Sexual Assault Awareness Month in Wylie, Texas. Members from the Wylie Police Department and The Turning Point of Collin County were present to accept the Proclamation.

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.

No persons were present wishing to address the City Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of March 24, 2026 Regular City Council Meeting minutes.**
- B. Consider, and act upon, a Preliminary Plat for College Park, creating 67 single family detached lots, three open space lots and one commercial lot on 25.037 acres, generally located near 605 Country Club Road.**

Council Action

A motion was made by Councilman Duke, seconded by Councilman Strang, to approve the Consent Agenda as presented. A vote was taken, and the motion passed 7-0.

REGULAR AGENDA

- 1. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Planned Development 2003-01 (PD 2003-01) to Planned Development (PD) on approximately 31.65 acres. Property is generally located on the southwest corner of FM 544 and Woodbridge Parkway (ZC 2026-02).**

Staff Comments

Community Services Director Haskins presented the Item and answered questions from the Council.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 6:37 p.m.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:37 p.m.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to approve Item 1 as presented. A vote was taken, and the motion passed 7-0.

- 2. Consider, and act upon, Ordinance No. 2026-15 to abandon Right-of-Way being Lot 1, Block C of the Mill Creek Estates Addition.**

Staff Comments

Community Services Director Haskins presented the Item and answered questions from the Council.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Hoover, to approve Item 2 as presented. A vote was taken, and the motion passed 6-1 with Mayor *Pro Tem* Mulliqi voting against.

WORK SESSION

Mayor Porter convened the Council into a Work Session at 6:58 p.m.

WS1. Discuss Section 5.1, Land Use Charts, and related amendments of the City of Wylie Zoning Ordinance.

Community Services Director Haskins addressed the Council recommending to remove outdated uses, add Special Use Permits (SUP) to uses that include drive-thru, add selected uses, and update uses to abide by changes to state law, such as home occupations, a minimum distance from an Event Center use to residentially zoned property, Downtown Historic District excluded, remove Landfill as an allowed use, amend Sexual Oriented Businesses to SUP only, and answered questions from the Council.

The consensus of the Council was to move forward with the proposed changes.

WS2. Discuss potential bond projects with the City Council.

City Manager Parker presented information regarding a potential bond election, including a preliminary list of proposed bond projects, and responded to questions and comments from the City Council.

The Council directed staff to return with additional information on the following: a breakdown of proposed improvements to the Municipal Complex, Animal Shelter, Parks and Public Works facilities; Parks-related projects, including improvements to East Fork Park, a phased plan for Avalon Park, installation of a fire suppression system at the Community Park Center, and enhancements (artificial turf, parking, and lighting) at Community Park and Founders Park, and opportunities for parkland acquisition; public safety needs, including generators for City Hall, Fire Station No. 1, Fire Station No. 2, and the Public Safety Building; expansion of parking at the Public Safety Building, and detailed renovation needs at Fire Stations No. 1 and No. 2; public works and engineering needs, including cost comparisons for in-house versus third-party street and alley repairs and street striping, Sanden Boulevard, Sachse Road (contingent upon action by the City of Sachse), Ballard Street (Highway 78 to Brown Street)-Phase 2, and a regional detention project to route water to Birmingham Pond; and project timelines and the estimated useful life of proposed improvements.

Parker proposed developing an ordinance to establish a bond committee and outlined recommended parameters for its structure and operations.

Council directed staff to return with an ordinance for consideration at the April 28 City Council meeting, incorporating the following elements: a 16-member committee consisting of: two members appointed by the Mayor and each City Council member, one member appointed by the Planning and Zoning Commission, one member appointed by the Wylie Economic Development Corporation Board, eligibility requirements that all members be residents of the City of Wylie and registered voters, a requirement that the committee meet a minimum of four times, and a provision allowing the City Council to appoint replacement members if necessary. Additionally, all nominations should be submitted to staff in advance to avoid duplication, and a notice of possible quorum of the City Council should be posted for all committee meetings.

RECONVENE INTO REGULAR SESSION

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

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 8:55 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.

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

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(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: 2022-10c, 2022-10d, 2024-2d, 2024-5a, 2024-8d, 2024-12c, 2025-4a, 2025-9a, 2025-10f, and 2026-3e.

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. City Manager Quarterly Evaluation.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 11:15 p.m.

READING OF ORDINANCES

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

City Secretary Storm read the caption of Ordinance No. 2026-15 into the official record.

ADJOURNMENT

A motion was made by Councilman Duke, seconded by Councilman Williams, to adjourn the meeting at 11:16 p.m. A vote was taken, and the motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation

Account Code: _____

Prepared By: Janet Pieper

Subject

Consider, and act upon, the approval of the Scouting America-Cub Scout Pack 304 non-profit group to hold their Back to Scouting Bash 2026 event at the Olde City Park on August 1, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

This is the second year for this non-profit group to request hosting their Scouting Bash event at Olde City Park, with their main purpose being to recruit for Scouting America. They plan to have a large, free-to-the-public event that is fun and informative, providing Scout information and Scout-related activities such as a climbing wall and bounce house. They plan to sell Scouting America memberships, novelty items, and food. They are also considering having food trucks at their event.



Parks & Recreation Department
 300 Country Club Rd, Building 100
 Wylie, TX 75098
 972-516-6340 | Parks@wylietexas.gov

Non-Profit Park Event Application

Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. It is also NOT required to reserve an athletic field for practices or pick up games; instead click on the following link to make a reservation: <https://anc.apm.activecommunities.com/wylie>

Submission of this Non-Profit Park Event Application is required for special public non-profit events, 5K/fun runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and must be submitted a minimum of four months in advance, and no sooner than six months prior to the event date being requested.

After City staff reviews the application, a Non-Profit Park Event Application may be considered for recommendation of approval by the Wylie Parks and Recreation Board, with the final review for approval completed by Wylie City Council if staff finds that:

- Priority use is given to City Events and private rentals;
- All fees have been paid;
- The event does not:
 - a. Conflict or compete with another approved non-City event, in consideration of event size, location, expected attendance, etc., as determined by staff;
 - b. Conflict or compete with City events and programs, as determined by staff (no car shows permitted 30 days prior to or 14 days after the City-sponsored Bluegrass on Ballard event);
 - c. Present an unreasonable danger to health or safety;
 - d. Cause loss or damage to City property;
 - e. Interfere with or place a burden on Public Safety services;
 - f. Interrupt the safe and orderly movement of pedestrians and vehicles.
- For events including food items, applicant provides documentation from Collin County Development Services indicating whether or not a Food Service/Health permit is required for the event. This includes all food items: sold, free, food trucks, catering, homemade, prepackaged, etc.;
 - a. Please contact Development Services by phone at 972-548-5585 or email developmentsservices@collincountytx.gov. The Collin County website is www.collincountytx.gov/Services/Engineering/Development-Services/food-service-and-health for further information.
 - b. If permit is required by Development Services, provide staff with a list of all planned food vendors and a copy of their current Collin County Food Service/Health permit, or intent to receive a Temporary/Short-Term Event Food Service/Health Permit.
- There will be adequate sanitation available in or adjacent to the event, in addition to the City facilities as deemed necessary, such as port-a-lets, wash stations, and other required health facilities.
- The event is not being conducted for unlawful or discriminatory purposes. The event is in adherence to all Parks and Recreation rules and City Ordinances.

Please call the Parks and Recreation Department at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.

Applicant Information

Name of Organization *

Scouting America - Cub Scout Pack 304

Website

Please upload 501c3 Documents *

Tax ID Circle 10.jpg 334.68KB

Contact Information

Primary Contact Name *

Jaclyn Herstrom

Event Information

Event Name/Title *

Back to Scouting Bash 2026

Event Type *

Other

If other, please explain *

Recruitment event for Scouting America

Purpose of event *

Recruitment event for Scouting America.

Event Location *

Olde City Park

112 S Ballard Avenue

Proposed Event Date *

08/01/2026

Alternative Event Date *

08/08/2026

Start Time *

09:00:00 AM

Include Setup

End Time *

03:00:00 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

We will be selling memberships to join Scouting America units.

Possible items to sell would be fundraising items from each unit, such as paracord whistles, mini flashlights, and unit shirts and hats.

Will there be food items provided?

Yes No

Please specify the types of food items to be provided

We are looking into food trucks as an option.

Who is providing the food?

Applicant

Food Vendor

Other

Anticipated number of Participating Vendors *

20

Anticipated Event Attendance *

150

Event Target Audience *

Wylie Families

Event Details *

We are looking at holding the Back to Scouting Recruitment Event in early August. Our idea is to have a large, free to public event that is both fun for the kids and informative for the parents. Our vision is to rent out the whole park area for each pack or troop to have space for an information booth as well as a Scout-related activity. We will also have a main attraction, such as water activities, a climbing wall, and a bounce house for the younger ones. We would love to add food trucks and even fundraiser opportunities for each of our units.

Event Announcement and/or Flyers

BTSB26.png

9.83MB

Signature



Date

03/01/2026

BACK

TO

SCOUTING

BASH

FREE
EVENT!

AUGUST 1ST
10A - 2P

at Olde City Park in Wylie

Meet the **Scouting America** Packs and Troops of Wylie for...

- Food Trucks
- Water Games
- Fun for the whole family!
- Outdoor Games
- Scouting Activities
- Climbing Wall
- and a Bounce House



Scouting America.
Prepared. For Life.®

beascout.org



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation

Account Code: _____

Prepared By: Janet Pieper

Subject

Consider, and act upon, approval of the Hope’s Gate non-profit group to hold their Hope Under the Stars fundraising event at Olde City Park on October 24, 2026.

Recommendation

Motion to approve the item as presented.

Discussion

This is the fourth annual Hope Under the Stars fundraising event by Hope’s Gate at Olde City Park. Their purpose is to raise funding and awareness for the purpose of Hope’s Gate, a non-profit group, whose mission is to provide hope for orphans and victims. They plan to feature a 3½ hour event featuring a sit-down, five-course, chef-curated meal, wine tasting, live music, and other engaging activities to be determined.



Parks & Recreation Department
 300 Country Club Rd, Building 100
 Wylie, TX 75098
 972-516-6340 | Parks@wylietexas.gov

Non-Profit Park Event Application

Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. It is also NOT required to reserve an athletic field for practices or pick up games; instead click on the following link to make a reservation: <https://anc.apm.activecommunities.com/wylie>

Submission of this Non-Profit Park Event Application is required for special public non-profit events, 5K/fun runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and must be submitted a minimum of four months in advance, and no sooner than six months prior to the event date being requested.

After City staff reviews the application, a Non-Profit Park Event Application may be considered for recommendation of approval by the Wylie Parks and Recreation Board, with the final review for approval completed by Wylie City Council if staff finds that:

- Priority use is given to City Events and private rentals;
- All fees have been paid;
- The event does not:
 - a. Conflict or compete with another approved non-City event, in consideration of event size, location, expected attendance, etc., as determined by staff;
 - b. Conflict or compete with City events and programs, as determined by staff (no car shows permitted 30 days prior to or 14 days after the City-sponsored Bluegrass on Ballard event);
 - c. Present an unreasonable danger to health or safety;
 - d. Cause loss or damage to City property;
 - e. Interfere with or place a burden on Public Safety services;
 - f. Interrupt the safe and orderly movement of pedestrians and vehicles.
- For events including food items, applicant provides documentation from Collin County Development Services indicating whether or not a Food Service/Health permit is required for the event. This includes all food items: sold, free, food trucks, catering, homemade, prepackaged, etc.;
 - a. Please contact Development Services by phone at 972-548-5585 or email developmentservices@collincountytx.gov. The Collin County website is www.collincountytx.gov/Services/Engineering/Development-Services/food-service-and-health for further information.
 - b. If permit is required by Development Services, provide staff with a list of all planned food vendors and a copy of their current Collin County Food Service/Health permit, or intent to receive a Temporary/Short-Term Event Food Service/Health Permit.
- There will be adequate sanitation available in or adjacent to the event, in addition to the City facilities as deemed necessary, such as port-a-lets, wash stations, and other required health facilities.
- The event is not being conducted for unlawful or discriminatory purposes. The event is in adherence to all Parks and Recreation rules and City Ordinances.

Please call the Parks and Recreation Department at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.

Applicant Information

Name of Organization *

Hope's Gate

Website

www.hopesgate.org

Please upload 501c3 Documents *

17731737339849096178197810... 2.35MB

Contact Information

Primary Contact Name *

KENDRA L MEDINA

Event Information

Event Name/Title *

Hope Under the Stars

Event Type *

Fundraiser

Purpose of event *

To raise funding and awareness for the purposes of Hope's Gate, which is to provide hope for orphans, victims.

Event Location *

Olde City Park

112 S Ballard Avenue

Proposed Event Date *

10/24/2026

Alternative Event Date *

10/24/2026

Start Time *

08:00:00 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

Anticipated number of Participating Vendors *

0

Anticipated Event Attendance *

150

Event Target Audience *

Wylie community and surrounding areas, supporters of Hope's Gate

Event Details *

This will be the 4th annual fundraiser for Hope's Gate at Olde City park. The day will consist setting up (majority of day), and an approximately 3.5 hour event featuring a sit down 5 course chef curated meal, wine tasting, live music, and other engaging activities to be determined.

Event Announcement and/or Flyers

Signature

A handwritten signature in black ink on a light gray rectangular background. The signature appears to be "K Meda".

Date

03/10/2026

Hope

UNDER THE
THE Stars

SAVE THE DATE

October 24, 2026

www.hopesgate.org



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
Prepared By: Janet Pieper

Account Code: _____

Subject

Consider, and act upon, the approval of the Wylie Area Youth Sports non-profit group to hold The Victory Young Classic 7v7 fundraising event at Founders Park on May 3, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

This is a fundraising event to raise money for one of the league's football players who recently lost their father. The organization will be scheduling 7v7 teams in a bracket form. They also plan to sell various items and intend to include food vendor trucks.



Parks & Recreation Department
 300 Country Club Rd, Building 100
 Wylie, TX 75098
 972-516-6340 | Parks@wylietexas.gov

Non-Profit Park Event Application

Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. It is also NOT required to reserve an athletic field for practices or pick up games; instead click on the following link to make a reservation: <https://anc.apm.activecommunities.com/wylie>

Submission of this Non-Profit Park Event Application is required for special public non-profit events, 5K/fun runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and must be submitted a minimum of four months in advance, and no sooner than six months prior to the event date being requested.

After City staff reviews the application, a Non-Profit Park Event Application may be considered for recommendation of approval by the Wylie Parks and Recreation Board, with the final review for approval completed by Wylie City Council if staff finds that:

- Priority use is given to City Events and private rentals;
- All fees have been paid;
- The event does not:
 - a. Conflict or compete with another approved non-City event, in consideration of event size, location, expected attendance, etc., as determined by staff;
 - b. Conflict or compete with City events and programs, as determined by staff (no car shows permitted 30 days prior to or 14 days after the City-sponsored Bluegrass on Ballard event);
 - c. Present an unreasonable danger to health or safety;
 - d. Cause loss or damage to City property;
 - e. Interfere with or place a burden on Public Safety services;
 - f. Interrupt the safe and orderly movement of pedestrians and vehicles.
- For events including food items, applicant provides documentation from Collin County Development Services indicating whether or not a Food Service/Health permit is required for the event. This includes all food items: sold, free, food trucks, catering, homemade, prepackaged, etc.;
 - a. Please contact Development Services by phone at 972-548-5585 or email developmentsservices@collincountytx.gov. The Collin County website is www.collincountytx.gov/Services/Engineering/Development-Services/food-service-and-health for further information.
 - b. If permit is required by Development Services, provide staff with a list of all planned food vendors and a copy of their current Collin County Food Service/Health permit, or intent to receive a Temporary/Short-Term Event Food Service/Health Permit.
- There will be adequate sanitation available in or adjacent to the event, in addition to the City facilities as deemed necessary, such as port-a-lets, wash stations, and other required health facilities.
- The event is not being conducted for unlawful or discriminatory purposes. The event is in adherence to all Parks and Recreation rules and City Ordinances.

Please call the Parks and Recreation Department at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.

Applicant Information

Name of Organization *

Wylie Area Youth Sports

Website

https://www.wylieyouthsports.org/

Please upload 501c3 Documents *

WAYS Tax-Exempt.pdf 979.56KB

Contact Information

Primary Contact Name *

Amanda Hardy

Event Information

Event Name/Title *

The Victory Young Classic 7v7

Event Type *

Fundraiser

Purpose of event *

Fundraiser for one of our players who lost their father unexpectedly about 5 months ago.

Event Location *

Founders Park

851 Hensley Lane

Proposed Event Date *

05/03/2026

Alternative Event Date *

05/03/2026

Start Time *

12:00:00 PM

Include Setup

End Time *

08:00:00 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

2 food trucks

Will there be food items provided?

Yes No

Please specify the types of food items to be provided

Food trucks

Who is providing the food?

- Applicant
- Food Vendor
- Other

Anticipated number of Participating Vendors *

2

Anticipated Event Attendance *

500

Event Target Audience *

The Wylie community, friends and family of the Youngs, and our organizations members.

Event Details *

We will be playing 7v7 teams in a bracket form. Games will be played all afternoon until the last game, which will be the championship.

Event Announcement and/or Flyers

Signature



Date

03/05/2026



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Integrity First addition, creating one commercial lot on 0.97 acres, property located at 990 N. State Highway 78.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Oasis WYTX Development

APPLICANT: By-Line Surveying, LLC

The applicant has submitted a Preliminary Plat to create Lot 1, Block A of Integrity First addition on 0.97 acres for the development of an auto repair shop.

The property is located at 990 N. State Highway 78. The property was rezoned from Commercial Corridor to Commercial Corridor - Special Use Permit (CC-SUP) for the proposed use in December 2025 (Ordinance No. 2025-44).

The Preliminary Plat document contains a fire lane and access easement that loops around the proposed building with access from State Highway 78. The fire lane and utility easement placements are consistent with the approved site design of the Special Use Permit.

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 Commission Discussion

The Commission voted 5-0 to recommend approval.



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Final Plat of Lot 1, Block A, Jericho Village, establishing one lot on 2.472 acres, located at 511 West Brown Street.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Jericho Village, LLC

APPLICANT: Surdukan Surveying

The applicant has submitted a Final Plat to establish Lot 1, Block A of Jericho Village Addition on 2.472 acres located at 511 West Brown Street.

The purpose of the plat is to establish one multi-family residential lot for the Jericho Village multi-family Planned Development (PD 2022-27). The Preliminary Plat and site plan for the development were approved in September 2022.

The plat dedicates a 26' Fire lane and Access Utility Easement with access from West Brown and Winding Oaks Drive.

The development has been completed, and this Final Plat is one of the last steps in the approval process for the Certificate of Occupancy to be granted.

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 Commission Discussion

The Commission voted 5-0 to recommend approval.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS Jericho Village, LLC is the owner of a tract of land situated in the S.B. Shelby Survey, Abstract No. 820, City of Wylie, Collin County, Texas, and being all of a tract of land conveyed to Jericho Village, LLC as recorded in County Clerk File No. 2024000033223 of the Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows:

BEGGINING in the south R.O.W. line of West Brown Street at a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of said Jericho Village, LLC tract, said capped iron rod being the northeast corner of a called 0.500 acre tract of land conveyed to Spirit Master Funding VI, LLC as recorded in County Clerk File No. 2014049000340620 of the Official Public Records of Collin County, Texas;

THENCE S88°59'08"E, with the south R.O.W. of West Brown Street, a distance of 323.09 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the west corner of a corner c/cp conveyed to the City of Wylie in County Clerk File No. 20110624000655820 of the Official Public Records of Collin County, Texas;

THENCE S44°14'55"E, along said corner c/cp, a distance of 24.39 feet to 1/2" iron rod with plastic cap stamped "4613" set for corner in the west R.O.W. of Winding Oaks Drive, (± 50' R.O.W.);

THENCE S01°00'52"W, with the west R.O.W. of Winding Oaks Drive, a distance of 168.31 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right, following the west R.O.W. of Winding Oaks Drive, with an arc length of 62.84 feet, with a radius of 225.00 feet, with a chord bearing S29°02'56"W, 62.84 feet, to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the Jericho Village, LLC tract, said capped iron rod also being the northeast corner of Lot 1B, Block F, Rustic Oaks, Phase One, on addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 198 of the Plat Records of Collin County Texas;

THENCE N89°42'08"W, a distance of 128.98 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of said Lot 1B, Block F of said Rustic Oaks, Phase One;

THENCE S70°41'52"W, a distance of 249.89 feet to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the north line of Lot 14, Block F of said Rustic Oaks, Phase One;

THENCE N70°33'49"W, a distance of 63.72 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the northern most corner of Lot 13, Block F of said Rustic Oaks, Phase One, said capped iron rod being the northeast corner of Lot 1, Block F of Rustic Oaks, Phase Three, on addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 200 of the Plat Records of Collin County Texas;

THENCE N20°57'04"E, a distance of 141.36 feet to an "x" cut found for the northeast corner of a curve of land conveyed to JonVitch, Inc. as recorded in Volume 3925, Page 1455 of the Deed Records of Collin County, Texas;

THENCE N70°33'49"W, with the north line of the called 0.438 acre tract, a distance of 24.54 feet to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the called 0.500 acre tract of land;

THENCE N21°04'50"E, with the east line of the called 0.500 acre tract of land, a distance of 187.45 feet to the POINT OF BEGINNING, and CONTAINING 107,669 square feet or 2.472 acres of land.

BASIS OF BEARINGS:

The bearings shown are derived from ALTERRA CENTRAL RTK Network, Texas State Plane Coordinate System, NAD83, North Central Zone, NAD 83, (COE93) Epoch 2002.0, vertical positions are referenced to NAVD88 using (GEO003).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Jericho Village, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat depicting the heretofore described property as Jericho Village Addition, Lot 1, Block A, on 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 thereon. 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 utilize 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 uses thereof. The City of Wylie and public utility entities shall have the right to interfere with the construction, maintenance, and repair of their respective systems in said easements. The City of Wylie and public utility entities and 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 of any line of procuring permission from anyone. Detention pond and drainage lines shall be maintained by property owner.

This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS my hand, this ____ day of _____, 2026.

Jericho Village, LLC
Name:
Title:

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the ____ day of _____, 2026.

Notary Public in and for the State of Texas

APPROVAL BLOCK

"RECOMMENDED BY APPROVAL"

Chairman, Planning & Zoning Commission
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas

Date

"ACCEPTED"

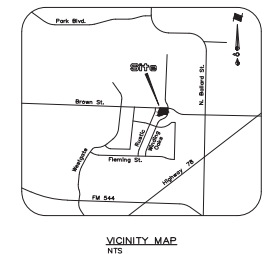
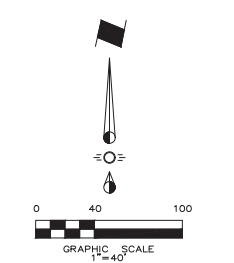
Mayor, City of Wylie, Texas

Date

"The undersigned, the City Secretary of the City of Wylie, Texas hereby certifies that the foregoing Plat of Jericho Village, on addition to the City of Wylie was submitted to the City Council on the ____ day of _____, 2026, and the Council, by formal action then and there accepted the dedication of right-of-way, streets, easements and alleys, 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 heretofore subscribed."

Witness my hand this ____ day of _____, A.D., 2026.

City Secretary
City of Wylie



SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, 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.

David J. Surdukan
Registration No. 4613



STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, 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 purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the ____ day of _____, 2026.

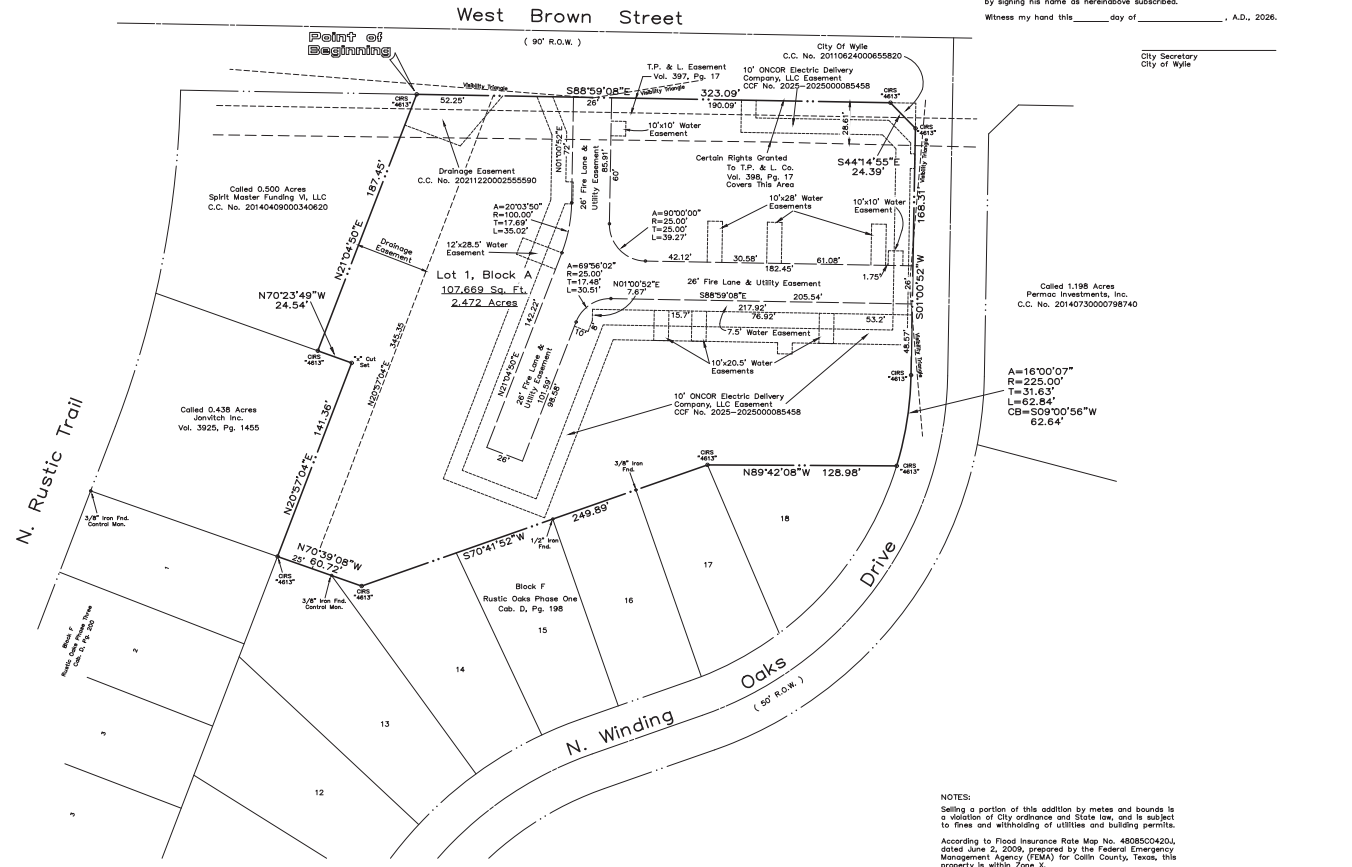
Notary Public in and for the State of Texas

FINAL PLAT
JERICHO VILLAGE
ADDITION
LOT 1, BLOCK A
2.472 Acres Situated in The
S. B. SHELBY SURVEY ~ ABST. 820
WYLIE, COLLIN COUNTY, TEXAS

Owner
Jericho Village, LLC
PO Box 861664
Plano, Texas 75086
Telephone 469 814-0453
Janet@hope4hope.com

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733
seth@rlkengineering.com

Surveyor
Surdukan Surveying, Inc.
P.O. Box 121
Anna, Texas 75409
Telephone 972 924-8200
david.ssi@hotmail.com
March 5, 2026



NOTES:
Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.

According to Flood Insurance Rate Map No. 48085D0420, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

All easements shall be privately maintained.



Wylie City Council

AGENDA REPORT

Department: Community Development

Account Code: _____

Prepared By: Jasen Haskins

Subject

Consider, and act upon, a Final Plat establishing Lots 1 and 2, Block A of Galacino Lane Addition on 5.465 acres in the City of Wylie Extra-Territorial Jurisdiction, property located at 950 Galacino Lane.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Richard & Melissa Bush

APPLICANT: Surdukan Surveying, Inc.

The applicant is proposing to establish two lots measuring 5.465 acres located at 950 Galacino Lane, outside of the City limits within the City of Wylie Extra-Territorial Jurisdiction in Collin County.

The purpose of the plat is to establish two lots from an unplatted parcel of land to allow for the sale of the individual lots.

The lot contains access from Galacino Lane, an unimproved county private road. A 25' access easement is being provided by this plat for additional roadway access.

The plat document also contains the required On-Site Sewage Facility (OSSF) review notes as required by Collin County.

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 and Collin County.

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 Commission Discussion

The Commission voted 5-0 to recommend approval.



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Lewis Ranch Phase 2, establishing 123 residential lots on 23.030 acres, property generally located at the southeast corner of North State Highway 78 and Wylie East Drive.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Bloomfield Homes, L.P.

APPLICANT: Westwood Professional Services

The applicant has submitted a Final Plat for Lewis Ranch Phase 2, generally located on the southeast corner of North State Highway 78 and Wylie East Drive. The plat consists of 123 residential lots on 23.030 acres zoned within the Lewis Ranch Planned Development (PD 2013-03) approved in January 2013.

The Preliminary Plat for the development was approved at the time the Planned Development was approved, and allows for the development of up to 230 residential lots at a minimum square footage of 5,500 sq. ft.

Lewis Ranch Phase 1 was approved in August 2017 and created 97 residential lots with one open space lot. Lewis Ranch Phase 2 is the last phase of the planned development bringing the total lot count to 220 residential lots with one open space lot. The residential lot count is in compliance with the Planned Development as it allowed up to 230 residential lots.

The plat dedicates the necessary rights-of-way and utility easements. The Final Plat provides newly created streets which connect to the existing Lewis Ranch Phase 1 development with access to Wylie East Drive and Bennett Road.

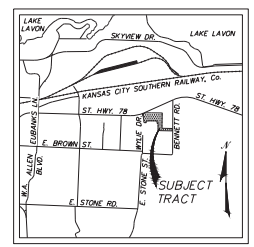
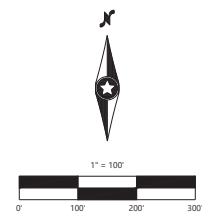
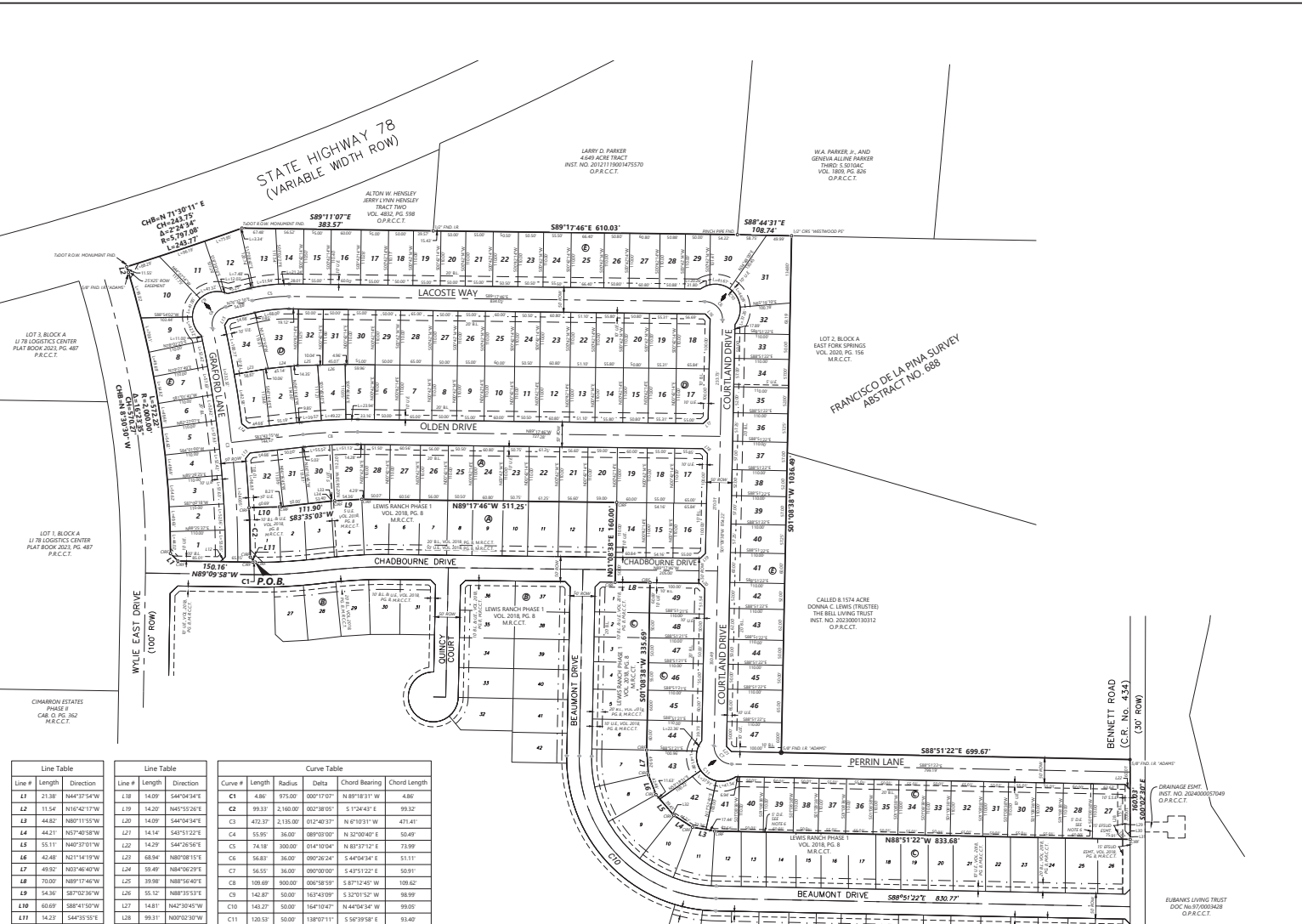
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations and of Planned Development 2013-03. Approval is subject to additions and alterations as required by the City Engineering Department.

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 Commission Discussion

The Commission voted 5-0 to recommend approval.

© 2024 Westwood Professional Services, Inc. 1/2"=100' 100' 200' 300'



VICINITY MAP
NOT TO SCALE

LEGEND

- CRS 1/2" IRON ROD WITH YELLOW CAP STAMPED WESTWOOD PS SET
- CRP 1/2" IRON ROD WITH YELLOW CAP STAMPED WESTWOOD PS FOUND
- IRF IRON ROD FOUND
- RR SPIKE FIND RAILROAD SPIKE FOUND
- (C.M.) POINT OF CURVATURE AND TANGENCY
- (C.M.) CONTROLLING MONUMENT
- D/E DRAINAGE EASEMENT
- P/D.E PRIVATE DRAINAGE EASEMENT
- VOL. PG VOLUME PAGE
- C.C. NO. COUNTY CLERK'S NUMBER
- M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- B.L. BUILDING LINE
- D.U.E. DRAINAGE & UTILITY EASEMENT
- E.F.S.U.D. EAST-FORM SPECIAL UTILITY DISTRICT
- U.E. UTILITY EASEMENT
- IRF IRON PIPE FOUND
- STREET NAME CHANGE SYMBOL

| Line Table | | | Line Table | | | Curve Table | | | | | |
|------------|--------|-------------|------------|--------|-------------|-------------|--------|----------|------------|---------------|--------------|
| Line # | Length | Direction | Line # | Length | Direction | Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| L1 | 21.38 | N44°37'54"W | L18 | 14.09 | S46°04'34"E | C1 | 4.86 | 975.00 | 200°17'07" | N 89°18'31" W | 4.86 |
| L2 | 11.32 | N16°42'17"W | L19 | 14.22 | N45°15'26"E | C2 | 39.33 | 2,186.00 | 200°38'00" | S 72°44'11" E | 39.32 |
| L3 | 44.82 | N80°11'55"W | L20 | 14.09 | S46°04'34"E | C3 | 423.37 | 2,135.00 | 202°43'31" | N 49°10'31" W | 421.41 |
| L4 | 44.21 | N07°40'58"W | L21 | 14.14 | S45°13'22"E | C4 | 34.95 | 36.00 | 289°03'00" | N 32°04'07" E | 35.49 |
| L5 | 55.11 | N40°37'01"W | L22 | 14.29 | S44°25'56"E | C5 | 34.18 | 300.00 | 294°10'04" | N 89°17'12" E | 33.99 |
| L6 | 42.48 | N21°14'19"W | L23 | 68.84 | N80°08'15"E | C6 | 56.83 | 36.00 | 290°28'24" | S 44°04'34" E | 51.11 |
| L7 | 49.52 | N03°14'40"W | L24 | 39.49 | N84°00'29"E | C7 | 56.55 | 36.00 | 290°00'00" | S 43°15'22" E | 50.91 |
| L8 | 70.07 | N89°17'46"W | L25 | 39.98 | N88°56'42"E | C8 | 109.69 | 900.00 | 206°58'19" | S 87°12'45" W | 109.62 |
| L9 | 54.36 | S87°02'36"W | L26 | 55.12 | N88°35'53"E | C9 | 142.87 | 50.00 | 167°43'10" | S 32°10'52" W | 98.99 |
| L10 | 68.69 | S88°15'05"W | L27 | 14.81 | N42°30'45"W | C10 | 143.27 | 50.00 | 164°10'47" | N 44°04'34" W | 99.05 |
| L11 | 14.23 | S49°35'35"E | L28 | 39.91 | N49°02'39"W | C11 | 120.53 | 50.00 | 138°03'11" | S 69°39'58" E | 93.40 |
| L12 | 14.06 | S45°32'38"W | L29 | 59.17 | N02°02'30"W | | | | | | |
| L13 | 14.24 | N39°07'08"E | L30 | 14.81 | N42°30'45"W | | | | | | |
| L14 | 14.24 | N51°40'37"W | L31 | 6.14 | N09°02'30"W | | | | | | |
| L15 | 14.24 | N31°56'02"E | L32 | 5.00 | S31°19'02"W | | | | | | |
| L16 | 14.09 | N44°04'34"W | L33 | 2.42 | N83°31'03"E | | | | | | |
| L17 | 14.20 | N45°55'28"E | L34 | 5.01 | N01°29'02"W | | | | | | |

- NOTES:**
- NO POND IS BEING PROPOSED WITH THIS LEWIS RANCH, PHASE 2.
 - APURTENANCE BETWEEN THE HEIGHT OF 2 FEET AND 9 FEET MAY BE PLACED IN THE VISIBILITY TRIANGLES.
 - THE BEARINGS SHOWN HEREON ARE CREATED FROM ACTUAL FIELD SURVEYS, NAD83 TEXAS NORTH CENTRAL ZONE (4002), GRID BEARINGS & TIES TO SHOWN CONTROL MONUMENTS.
 - ALL PERIMETER BOUNDARY CORNERS SET ARE MONUMENTED WITH A 1/2" DIAMETER IRON ROD WITH YELLOW PLASTIC CAP STAMPED WESTWOOD PS UNLESS OTHERWISE NOTED. ALL INTERIOR CORNERS SET ARE MONUMENTED WITH A 1/2" DIAMETER IRON ROD WITH YELLOW PLASTIC CAP STAMPED WESTWOOD PS UNLESS OTHERWISE NOTED.
 - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
 - DRAINAGE EASEMENT ALONG THE SOUTH LINE OF BLOCK C TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

FINAL PLAT
OF
LEWIS RANCH, PHASE 2
123 RESIDENTIAL LOTS/23.030 ACRES
OUT OF THE
FRANCISCO DE LA PINA SURVEY, ABSTRACT No. 688
IN THE
CITY OF WYLIE, COLLIN COUNTY, TEXAS

ENGINEER / SURVEYOR
Westwood
Professional Services, Inc.
Phone: (214) 413-4640 2801 Dallas Parkway, Suite 400
Toll Free: (888) 937-9150 Plano, TX 75093
www.westwood.com
Texas Professional Surveyor License No. 11874401

OWNER
BLOOMFIELD HOMES, L.P.
1050 E. HIGHWAY 114, SUITE 210
SOUTH LAKE, TEXAS 76092
(817) 416-1572

23.030 ACRES MAR. 16, 2026 JOB NO. 0000741.04 LEWIS RANCH 2

STATE OF TEXAS)
COUNTY OF COLLIN

OWNERS CERTIFICATE

WHEREAS Bloomfield Homes, LP, is the sole owner of a 23.030 acre tract of land situated in the City of Wylie, Collin County, Texas, being a part of the Francisco De La Pina Survey, Abstract No. 688, and being part of the 32.039 acre tract of land conveyed to Bloomfield Homes, LP, by deed of record in Document No. 20161228001782568 of the Official Public Records, Collin County, Texas; said 23.030 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the north right-of-way line of Chadbourne Drive, a 50-foot right-of-way, at a southwest corner of Lot 1, Block A, Lewis Ranch, Phase 1, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2018, Page 8, Map Records, Collin County, Texas; said point being in a curve to the right;

THENCE in an westerly direction, along said north line of Chadbourne Drive and along said curve to the right having a radius of 975.00 feet, a delta angle of 00 degrees 17 minutes 07 seconds, and an arc length of 4.86 feet (chord bears North 89 degrees 18 minutes 31 seconds West, 4.86 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the end of said curve;

THENCE North 89 degrees 09 minutes 58 seconds West, continuing along the said north line of Chadbourne Drive, a distance of 150.16 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the east end of a right-of-way corner clip at the intersection of the said north line of Chadbourne Drive with the east right-of-way line of Wylie East Drive, a 100-foot right-of-way;

THENCE North 44 degrees 37 minutes 54 seconds West, departing the said north line of Chadbourne Drive, along said right-of-way corner clip, a distance of 21.38 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found for corner in the said east line of Wylie East Drive, at the north end of said right-of-way corner clip, and being in a non-tangent curve to the left;

THENCE departing said right-of-way corner clip, along said east line of Wylie East Drive, and along said non-tangent curve to the left having a central angle of 16 degrees, 23 minutes 35 seconds, a radius of 2,000.00 feet, and an arc length of 572.22 feet (chord bears North 08 degrees 30 minutes 30 seconds West, 572.22 feet) to a 5/8" iron rod with a plastic cap stamped "ADAMS" found at the end of said curve;

THENCE North 16 degrees 42 minutes 17 seconds West, continuing along the said east line of Wylie East Drive, a distance of 11.54 feet to a TX-DOT right-of-way monument found for corner at the intersection of the said east line of Wylie East Drive with the said southerly line of State Highway 78, a variable width right-of-way, and being in a non-tangent curve to the right;

THENCE along said southerly line of State Highway 78 and along said non-tangent curve to the left having a central angle of 02 degrees 24 minutes 34 seconds, a radius of 5,707.00 feet, and an arc length of 443.77 feet (chord bears North 71 degrees 30 minutes 11 seconds East, 243.75 feet) to a TX-DOT right-of-way monument found at the west corner of a 0.772 acre tract of land described in Tract Two, conveyed to Alton W. Hensley and Jerry Lynn Hensley, by deed of record in Volume 4832, Page 598, of said Official Public Records;

THENCE South 89 degrees 11 minutes 07 seconds East, departing the said southerly line of State Highway 78, along the common line between said 0.772 acre tract and said 0.290 acre tract, a distance of 38.93 feet to a 1/2" iron rod found at the southeast corner of said 0.772 acre tract and being at the southwest corner of a 4.649 acre tract of land conveyed to Larry D. Parker, by deed of record in Instrument NO. 20121198001475570, of said Official Public Records;

THENCE South 89 degrees 17 minutes 46 seconds East, along the common line between said 52.769 acre tract and said 4.649 acre tract, a distance of 610.63 feet to a pinhead cap found at the southeast corner of said 4.649 acre tract and being at the southwest corner of a called 5.5010 acre tract of land described in Third conveyed to W. A. Parker, Jr and wife, Geneva Alline Parker, by deed of record in Volume 1809, Page 826, of said Official Public Records;

THENCE South 88 degrees 44 minutes 31 seconds East, along the common line between the said 52.769 acre tract and said 5.5010 acre tract, a distance of 108.74 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set at a northeast corner of said 52.769 acre tract and being at the northwest corner Lot 2, Block A, East Fork Springs, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2020, Page 156, of said Map Records;

THENCE South 01 degrees 08 minutes 38 seconds West, departing said common line between the 52.769 acre tract and the 5.5010 acre tract, along the common line between said 52.769 acre tract and said Lot 2, Block A, at a distance of 435.07 feet passing the southwest corner of said Lot 2, Block A and the northwest corner of a tract of land conveyed to Donna C. Lewis (Trustee) The Bell Living Trust, by deed of record in Instrument No. 202000102812, of said Official Public Records, continuing along the common line between said 52.769 acre tract and in all a total distance of 1,036.49 feet to a 5/8" capped iron rod "ADAMS" found at the southwest corner of said 8.1574 acre tract and being at a re-entrant corner of said 52.769 acre tract;

THENCE South 88 degrees 51 minutes 22 seconds East, continuing along said common line between the 52.769 acre tract and the 8.1574 acre tract, a distance of 693.67 feet to a 5/8" capped iron rod "ADAMS" found for corner in the west right-of-way line of Bennett Road (County Road 434), a 30-foot right-of-way, at a northeast corner of said 52.769 acre tract;

THENCE South 00 degrees 02 minutes 30 seconds East, departing the said common line between the 52.769 acre tract and the 8.1574 acre tract, along the said west line of Bennett Road and the east line of said 52.769 acre tract, a distance of 160.03 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 26, Block C, of said Lewis Ranch, Phase 1;

THENCE departing the said west line of Bennett Road and the said east line of the 52.769 acre tract, along the northerly and the easterly lines of said Lewis Ranch, Phase 1, the following courses and distances:

North 88 degrees 51 minutes 22 seconds West, a distance of 833.68 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 11 and being the northwest corner of Lot 12, of said Block C;

North 80 degrees 11 minutes 55 seconds West, a distance of 44.82 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 10 and being the northwest corner of Lot 11, of said Block C;

North 57 degrees 40 minutes 58 seconds West, a distance of 44.21 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 8 and being the northwest corner of Lot 10, of said Block C;

North 40 degrees 37 minutes 01 seconds West, a distance of 55.11 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 8 and being the northwest corner of Lot 9, of said Block C;

North 21 degrees 14 minutes 19 seconds West, a distance of 42.48 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 7 and being the northwest corner of Lot 8, of said Block C;

North 03 degrees 46 minutes 40 seconds West, a distance of 49.92 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 6 and being the northwest corner of Lot 7, of said Block C;

North 01 degrees 08 minutes 38 seconds East, a distance of 335.69 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 1, of said Block C;

North 89 degrees 17 minutes 46 seconds West, a distance of 70.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the south end of the east terminus of said Chadbourne Drive;

North 01 degrees 08 minutes 38 seconds East, at a distance of 50.00 feet, passing the north end of the said east terminus of Chadbourne Drive and being at the southeast corner of Lot 13, Block A, continuing along the east line of said Lot 13, Block A, in all a total distance of 160.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 13, Block A;

North 89 degrees 17 minutes 46 seconds West, a distance of 511.25 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 4 and being the northwest corner of Lot 5, of said Block A;

South 87 degrees 02 minutes 36 seconds West, a distance of 54.36 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at an angle point;

South 83 degrees 35 minutes 03 seconds West, a distance of 111.90 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of said Lot 1 and being the northwest corner of Lot 2, of said Block A;

South 88 degrees 41 minutes 50 seconds West, a distance of 60.69 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at the northeast corner of Lot 1, of said Block A, said point being in a non-tangent curve to the left;

Along the west line of said Lot 1, Block A, and said non-tangent curve to the right having a central angle of 02 degrees 38 minutes 05 seconds, a radius of 2,160.00 feet, and an arc length of 99.33 feet (chord bears South 01 degrees 24 minutes 43 seconds East, 99.32 feet) to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" found at a southwest corner of said Lot 1, Block A;

South 44 degrees 35 minutes 55 seconds East, a distance of 14.23 feet to the **POINT-OF-BEGINNING**, containing **1,001,185 square feet or 23.030 acres of land**;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, BLOOMFIELD HOMES, LP., acting herein by and through its duly authorized officer, does hereby adopt this plat designated therein above described property as LEWIS RANCH, PHASE 2 an addition to the City of Wylie, Texas and does hereby dedicate to the public use forever the easements and rights-of-way as shown thereon. The easements shown hereon are hereby reserved for the purposes as indicated. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements and right-of-ways as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use or using same unless otherwise specified. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easement and all public utilities shall at all times have the full right of ingress and egress to or from, and upon the said utility easement for the purposes of removing all or part of its respective systems without the necessity at any time procuring the permission of anyone.

WITNESS MY HAND this ___ day of _____, 2026.

BLOOMFIELD HOMES, LP.
a Texas Limited Partnership

By: BLOOMFIELD PROPERTIES, INC.
a Texas Corporation, General Partner

By: DONALD J. DYKSTRA, President

THE STATE OF TEXAS)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Donald J. Dykstra whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said BLOOMFIELD HOMES LP, and that he executed the same as the act of such partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this ___ day of _____, 2026.

Notary Public in and for the State of Texas

SURVEYORS CERTIFICATE

I, Jason B. Armstrong, Registered Professional Land Surveyor for Westwood, PS, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made in February, 2015, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plat has been prepared in accordance with the platting rules and regulations of the City of Wylie, Texas.

PRELIMINARY; THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELED UPON AS A FINAL SURVEY DOCUMENT

Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

THE STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, on this day personally appeared Jason B. Armstrong, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTWOOD, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this ___ day of _____, 2026.

Notary Public in and for the State of Texas

"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 Lewis Ranch, Phase 2 to the City of Wylie was submitted to the City Council on the ___ day of _____, 2026, 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., 2026.

City Secretary
City of Wylie, Texas

FINAL PLAT
OF
LEWIS RANCH, PHASE 2
123 RESIDENTIAL LOTS/23.030 ACRES
OUT OF THE
FRANCISCO DE LA PINA SURVEY, ABSTRACT No. 688
IN THE
CITY OF WYLIE, COLLIN COUNTY, TEXAS

ENGINEER / SURVEYOR
Westwood

Phone: (214) 415-4660 2801 Dallas Parkway, Suite 400
Toll-Free: (888) 937-5150 Plano, TX 75093
westwood.com

Westwood Professional Services, Inc.
19100 Preston Road, Suite 1000
Dallas, TX 75240
TXSLS REGISTRATION NO. 11087401

OWNER
BLOOMFIELD HOMES, L.P.
1050 E. HIGHWAY 114, SUITE 210
SOUTHLAKE, TEXAS 76092
(817) 416-1572

23.030 ACRES MAR. 16, 2026 JOB NO. 0000741.04 LEWIS RANCH 2



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-16 amending Planned Development 2003-01 (PD 2003-01) to Planned Development (PD) on approximately 31.65 acres. Property generally located on the southwest corner of FM 544 and Woodbridge Pkwy. (ZC 2026-02).

Recommendation

Motion to approve the Item as presented.

Discussion

On April 14, 2026 City Council approved the writing of an ordinance for a change of zoning to amend Planned Development 2003-01 (PD 2003-01) to Planned Development (PD) on approximately 31.65 acres. Property is generally located on the southwest corner of FM 544 and Woodbridge Pkwy. (ZC 2026-02).

Final approval of Zoning Case 2026-02 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

The subject Ordinance allows for the rezoning. Exhibit A (Legal Description), Exhibit B (Zoning Exhibit), and Exhibit C (Development Standards) are included and made a part of this Ordinance.

The above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2026-02, AMENDING PLANNED DEVELOPMENT 2003-01 (PD 2003-01) TO PLANNED DEVELOPMENT (PD) ON APPROXIMATELY 31.65 ACRES. (ZC 2026-02); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Wylie, Texas, in compliance with the laws of the State of Texas with reference to the amendment of the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to owners of the affected property, the governing body of the City is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended;

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Planned Development (PD), said property being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

SECTION 2: That a Zoning Exhibit and Development Standards are an integral component of the development of the property and are attached as Exhibit B and Exhibit C.

SECTION 3: That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 5: Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, commits an unlawful act and shall be subject to the general penalty provisions of Section 1.5 of the Zoning Ordinance, as the same now exists or is hereafter amended.

SECTION 6: Should any paragraph, sentence, subdivision, 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 so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7: 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 8: The repeal of any ordinance, or parts thereof, by the enactment of this 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 provisions 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 28th day of April, 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: May 7, 2026, in *The Wylie News*

EXHIBIT A
Legal Description

Being all of Woodbridge Centre Phase 1, and Lots 1 and 2, Block A of Woodbridge Centre Phase 2 being additions to the City of Wylie, Texas.

Zoning Exhibit "B"

Tract C-1

Woodbridge Centre

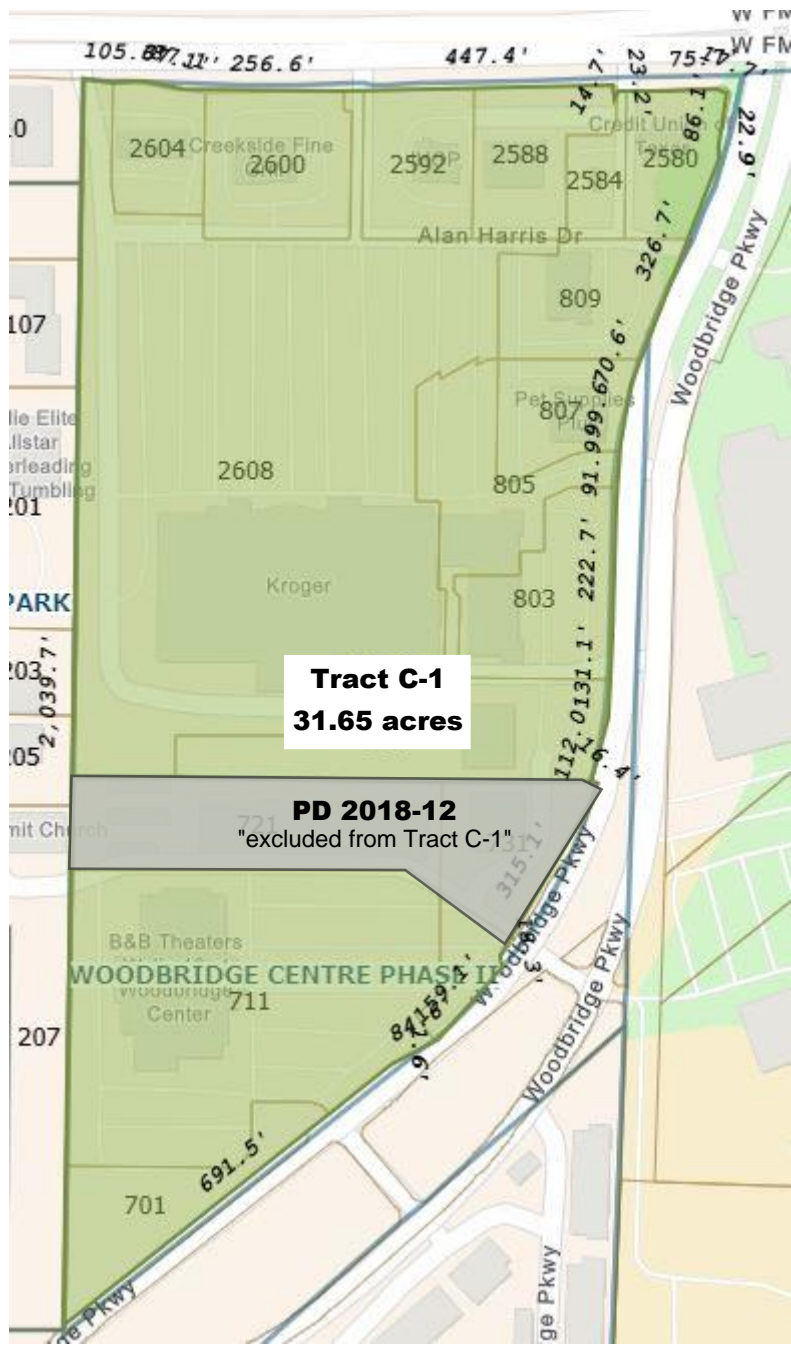


Exhibit "C"
**PLANNED DEVELOPMENT
DISTRICT DEVELOPMENT
STANDARDS**

(Zoning Case 2026-02)

1.0 PLANNED DEVELOPMENT DISTRICT

1.01 Purpose:

The purpose of this Planned Development District is to provide an update to more accurately reflect the current development and update the development standards.

**2.0 PLANNED DEVELOPMENT — SUBURBAN
RESIDENTIAL DISTRICTS/VILLAGE RESIDENTIAL
DISTRICTS**

Tracts A-1, A-2, shall be developed as below. Tracts A-3 and A-4 , amended by Ordinance 2018-29, are removed from this planned development and only subject to the rules, regulations, and standards of that ordinance.

2.01 General Description:

The residential tracts within this Planned Development located in proximity of the village commercial center are intended to accommodate a variety of single family suburban residential and village residential land uses and densities. They are designed to support the requirements of a village center which provides the needed civic, business and commercial requirements of a neighborhood. The residential units will encompass components contained in the Suburban Residential Districts and the Village Residential Districts of the Zoning Ordinance of the City of Wylie. Tract A-1 in Parcel 2 will be developed in accordance with Single Family — 10 District (SF-10/19). Tract A-2 in Parcel 2 will be developed in accordance with Single Family — 8.5 District (SF-8.5/17). Tract A-3 in Parcel 3 will be developed in accordance with Townhouse District (TH). Tract A-4 in parcel 3 will be developed in accordance with Townhouse (TH) as revised herein. The revisions to the development standards for the districts identified above as revised, are necessary within each respective district to achieve the previously stated purpose and are further outlined within these development standards.

2.02 Permitted Uses:

Land uses permitted within residential areas, indicated as Tracts A-1 and A-2 in Parcel 2, and Tracts A-3 and A-4 in Parcel 3 as shown on Exhibit “C” which are allowed in Article S Use Regulations, Section 5.1 Land Use Charts, Figure 5-3 Land Use Tables, Residential Districts, Suburban Residential, SF-10/19 (Tract A-1) and Village Center, SF-8.5/17 (Tract A-2) and TH (Tracts A-3 and A-4) and Section 5.2 Listed Uses, as defined in the Zoning Ordinance of the City of Wylie are revised with the following additions:

- a. Private recreation facilities and buildings for homeowner use.
- b. Real estate sales offices and model homes during the development and marketing of the residential areas.
- c. Temporary buildings, advertising signs, and uses incidental to construction work and sales promotions on the premises, which shall be removed upon completion.

2.03 Density:

The overall maximum allowed residential units for Tracts A-1, A-2, A-3, and A-4 shall not exceed 640 lots.

2.04 Additional Parking Area Requirements:

Additional parking area requirements to serve the guest parking area requirements for Tracts A-3 and A-4 may be constructed of either concrete or grass crete.

2.05 Single Family — 10 District (SF-10/19):

The lots in Tract A-1, Parcel 2 are to be developed in accordance with the development standards as defined in Article 3-Residential District Regulations, Section 3.2 Suburban Residential Districts, Figure 3-5 — Single Family 10 District (SF-10/19) in the Zoning Ordinance of the City of Wylie

2.06 Single Family - 8.5 District (SF-8.5/17):

The lots in Tract A-2, Parcel 2 are to be developed in accordance with the development standards as defined in Article 3 - Residential District Regulations, Section 3.3 Village Residential Districts, A. Single Family — 8.5 District (SF- 8.5/17), Figure 3-6 — Single Family 8.5 District (SF-8.5/17) in the Zoning Ordinance of the City of Wylie.

2.07 Townhouse District (TH):

The lots in Tract A-3, Parcel 3 are to be developed in accordance with the development standards as defined in Article 3 — Residential District Regulations, Section 3.3 Village Residential Districts, B. Townhouse District (TH), Figure 3-7 — Townhouse District (TH) in the Zoning Ordinance of the City of Wylie.

The lots in Tract A-4, Parcel 3 are to be developed in accordance with the development standards as defined in Article 3 — Residential District

Regulations, Section 3.3 Village Residential Districts, B. Townhouse District (TH), Figure 3-7— Townhouse District (TH) in the Zoning Ordinance of the City of Wylie with the following revisions:

a. Lot size:

Lot Area — 2,200

square feet. Lot Width

— 22 feet

Lot Width on Corner Lots — 37 feet.

Lot Depth — 100 feet.

Lot Depth of Double Front Lots — 100 feet.

b. Yard Requirements - Main

Structures: Rear Yard — 20 feet.

Rear Yard Double Front Lots — 15 feet.

Rear yard for Lots adjacent to a Fire Lane — 30 feet from the rear property line.

c. Yard Requirements — Accessory

Structures: Rear Yard Double Front Lots

— 15 feet.

2.08 Private Streets/Fire Lanes:

The use of a combination of public streets, private streets and fire lanes in Tract

A-4 of the Townhouse District (TH) shall be at the discretion of the developer and will be shown on the development plan or preliminary plat. Private streets and fire lanes shall be located in a public access easement having a minimum width of 24 feet and a minimum pavement width of 24 feet.

2.09 Residential Design Standards:

The Section 3.4 Residential Design Standards shall apply to all lots defined within the Planned Development District in the Suburban Residential Districts and Village Center Districts classification with the following revisions:

Figure 3-14 Village Residential District (SF-8.5/17. TI-L MF, MITJ Requirements

- a. A. Village Land Design Requirements — 30 Points Required:
 1. Connection of Open Space to Residential Development.
 - (i) The trail system with a trail being 8 ft. in width, as shown on the Conceptual Plan attached hereto, which is adjacent to streets and in an open space shall meet the requirements to qualify as the “Pedestrian Linkages to the Village Center” for 10 points.
- b. C. Street and Sidewalk Requirements — 55 Points Required:
 1. Curvilinear Streets.
 - (i) The streets within Tracts A-1 and A-2 shall have 25% of their streets meet the design criteria for curvilinear streets and shall qualify for 20 points.
 - (ii) The streets within Tracts A-3 and A-4, because of their boundary configuration constraints, shall have 10% of the streets meet the design criteria for curvilinear streets and shall qualify for 20 points.
 2. Entry Features and Medians.
 - (i) Landscaped entry features and medians located within an 80 foot right-of-way shall qualify for 15 points. The minimum length for a median at any entry intersection of a public street shall be 50 feet.
 3. Sidewalk Width.
 - (i) A side walk width of 6 feet, with a meandering design, located within a parkway of a secondary collector, collector street or residential street, located on one side of the street as shown on the Conceptual Plan attached hereto, shall qualify for 15 points. The meandering sidewalk is to be constructed on one side of the meet which fulfills the sidewalk requirements for both sides of the respective street.
 4. Screening of Residential Units Backing onto Major Thoroughfares.
 - (i) A screening wall constructed along the rear property line of lots adjacent to the Secondary Thoroughfare shown on the Conceptual Plan attached hereto, shall qualify for 20 points.
 5. Village Residential Street Trees.
 - (i) Residential lots fronting on a collector or residential street shall have a minimum of 1 tree per lot planted in the front

yard of each lot. It is the intent to have the trees evenly spaced within any given block length as well as their location in relationship to the front property line. The flexibility of offsetting or staggering trees along the street shall be an option for consideration in achieving a pleasing streetscape. This concept shall qualify for 20 points.

- (ii) The trees within each tract shall have a minimum caliper of 3 inches as measures 12 inches above the ground at the time of planting.
- (iii) A tree layout will be submitted with the Development Plan or Preliminary Plat indicating the spacing of the trees. The plan will take into consideration the width of the lot and the location of driveways in determining tree spacing.

c. D. Architectural Requirements — 30 Points Required:

1. Exterior Facade Material.

- (i) The base standard shall be 100% brick, stone or masonry composite materials. The use of a minimum of 70% masonry and the remainder of masonry composite material on units in the Townhouse District (TH) shall qualify as 100% masonry.
- (ii) Natural wood products may be used for architectural accent which shall consist of no more than 5% of the exterior facade of units in the Townhouse District (TH).

2. Roof Pitch.

- (i) The use of the same colored shingle throughout the residential subdivision shall qualify for an additional 20 points.

3.0 PLANNED DEVELOPMENT — MULTIFAMILY

Tract B-1

3.01 Multifamily District (MF):

Tract B-1, Parcel 2 is to be developed in accordance with the development standards as defined in Article 3 — Residential District Regulations, Section 3.3 Village Residential Districts, C. Multifamily District (MF), Figure 3-8 — Multifamily District (MF) in the Zoning Ordinance of the City of Wylie.

3.02 Residential Design Standards:

The section 3 4 Residential Design Standards shall apply to all lots defined within the Planned Development District in the Village Center Districts classification with the following revisions:

Figure 3-14 Village Residential District (SF-8.5/17 TH, MF, MH)

Requirements.

- a. A. Village Land Design Requirements — 30 Points Required:
1. Connection of Open Space to Residential Development.
 - (i) Cul-de-sacs extending into or providing neighborhood access to open space or parks, in addition to streets alongside to open space or parks, shall qualify for 25 points. The number of cul-de-sacs in this area shall be limited to four.
 - (ii) The trail system with a trail being 8 ft. in width as shown on the Conceptual Plan attached hereto shall qualify for 10 points.
- b. C. Street and Sidewalk Requirements — 55 Points Required:
1. Curvilinear Streets;
 - (i) The public streets within Tract B-1 shall have 10% of the streets meet the design criteria for curvilinear streets and shall qualify for 20 points.
 2. Entry Features and Medians.
 - (i) Landscaped entry features and medians located in an 80 foot right- of-way shall qualify for 15 points. The minimum length for a median at any entry intersection of a public street shall be 50 feet.
 - (ii) A sidewalk width of 6 feet, with a meandering design, located within a parkway of a secondary collector, collector street or residential street, located on one side of the street as shown on the Conceptual Plan attached hereto shall qualify for 15 points. The meandering sidewalk is to be constructed on one side of the street which fulfills the sidewalk requirements for the respective street.
 3. Screening of Residential Units Backing onto Major Thoroughfares.
 - (i) A screening wall constructed along the rear property line of lots adjacent to the Secondary Thoroughfare shown on the Conceptual Plan attached hereto, shall qualify for 20 points.
 4. Village Residential Street Trees.
 - (i) Multifamily lots fronting on a collector or residential street shall have a tree per lot planted along the street right-of-way at a minimum spacing of 30 feet and a

maximum spacing of 50 feet. It is the intent to have the trees evenly spaced within any given block length as well as their location in relationship to the property line. The flexibility of offsetting or staggering trees along the street shall be an option for consideration in achieving a pleasing streetscape. This concept shall qualify for 20 points.

(ii) The trees within each tract shall have a minimum caliper of 3 inches as measured 12 inches above the ground at the time of planting.

(iii) A tree layout will be submitted with the Development Plan or Preliminary Plat indicating the spacing of the trees. The plan will take into consideration the width of the lot and the location of entrances in determining tree spacing.

c. D. Architectural Requirements — 30 Points Required:

1. Exterior Facade Material.

(i) The base standard shall be 100% brick, stone or masonry composite materials with a minimum of 30% brick or stone, shall qualify as 100% masonry.

(ii) Natural wood products may be used for architectural accent which shall consist of no more than 5% of the exterior facade.

2. Roof Pitch

(i) The roof pitch for all multifamily units shall be a minimum of 6:12.

(ii) The use of the same colored shingle throughout the multifamily development shall qualify for an additional 20 points.

3.03 Screening Walls:

Screening walls used in multifamily development shall be as follows:

- a. Unless there is a natural or landscaped open space or buffer area, which may be zoned either for single family or multifamily use, having a minimum width of twenty-five (25) feet located between single family residential and multifamily residential uses, a six (6) foot screening wall shall be constructed by the developer/builder of the multifamily property between any areas developed for multifamily uses and single family residential uses. The above referenced six (6) foot screening wall shall be constructed of stone, stucco, brick, tile, concrete or similar materials or any combination thereof. Wrought iron fencing may be used as an accent feature to a screening wall from the front building line to the front property line or street right-of-way. Wrought iron gates may be used in a screening wall for access to

utility transformers and control panels. Design of the aforementioned screening fence shall be submitted at the time of Development Plan approval.

4.0 PLANNED DEVELOPMENT — VILLAGE CENTER NON-RESIDENTIAL DISTRICT AND BUSINESS DISTRICT

Tracts C-1 & C-2

4.01 General Description:

The commercial tracts within this Planned Development located within the proximity of the residential land uses of the Village Center are intended to accommodate the development of office, retail and commercial service-related uses for the neighborhood residents.

4.02 Community Retail District (CR):

Tract C-2 in Parcel 2 is to be developed in accordance with the Development Standards as defined in Article 4 — Non-residential District Regulations, Section

4.1 Village Center Non-residential Districts, B. Community Retail (CR), Figure 4-2 — Community Retail District (CR) in the Zoning Ordinance of the City of Wylie.

Land uses permitted within non-residential areas, indicated as Tract C-2 in Parcel 2 as shown on Exhibit “B”, shall include those uses allowed in Article 5 Use Regulations, Section 5.1 Lane Use Charts, Figure 5-3 Land Use Tables, Non-Residential Districts, Village Center, Community Retail (CR) and Section 5.2 Listed uses as defined in the Zoning Ordinance of the City of Wylie.

4.03 Commercial Corridor District (CC):

Tract C-1 in Parcel 1 is to be developed in accordance with the Development Standards as defined in Article 4 — Non-residential District Regulations, Section 4.1 Commercial Districts, C. Commercial Corridor District (CC), Figure 4-3 — Commercial Corridor District (CC) in the Zoning Ordinance of the City of Wylie (as amended through June 13, 2023 by Ordinance No. 2023-23) (the “Zoning Ordinance”).

Land uses permitted within Tract C-1 shall include those uses allowed in Article 5 Use Regulations, Section 5.1 Lane Use Charts, Figure 5-3 Land Use Tables, Non-Residential Districts, Commercial Corridor District (CC) and Section 5.2 Listed uses as defined in the Zoning Ordinance of the City of Wylie (as amended through June 13, 2023 by Ordinance No. 2023-23) (the “Zoning Ordinance”).

4.04 Non-residential Design Standards:

The Section 4.4 Non-residential Design Standards shall apply to the commercial development within the Planned Development District in the Community Retail District (CR) and the Commercial Corridor District (CC) classification with the following revisions:

a. Figure 4-6 Site Design Requirements:

- (i) The total number of land design points for buildings 20,000 square feet and under — 60 Points Required.
 - (ii) The total number of land design points for buildings from 20,001 to 40,000 square feet — 40 Points Required.
 - (iii) The total number of land design points required for buildings over 40,001 square feet — 20 Points Required.
 - (iv) Buildings may be configured as shown on the Illustrative Plan Tract C-1 attached hereto as Exhibit “B-1”.
- b. Figure 4-7 Landscaping Point Requirements ‘
- (i) Landscaping in Required Yards for buildings less than 40,000 square feet shall be 15% of the site.
 - (ii) Landscaping in Required yards for buildings over 40,000 square feet shall be 10% of the site.
 - (iii) The total number of landscaping points required for any commercial building — 25 Points Required.

4.05 Parking Design Requirements:

The parking for commercial development shall be designed in accordance with the following:

- (i) A parking space shall be 10 feet wide and 20 feet deep for 90 degree parking. A parking space for angled parking shall be in accordance with the dimensions shown on Illustrative Plan Parking Layout attached hereto as Exhibit “B-2”.
- (ii) A one-way aisle shall be a minimum of 20 feet wide.
- (iii) A two-way aisle shall be a minimum of 24 feet wide.

5.0 PLANNED DEVELOPMENT — GENERAL CONDITIONS

5.01 Conformance to the Wylie Zoning Ordinance:

Except as amended herein, this Planned Development shall conform to any and all applicable articles and sections of the City of Wylie Zoning Ordinance dated February 27, 2002.

5.02 Procedures of the Planned Development District:

- a. Zoning Exhibit: A zoning exhibit is hereby attached and made a part of the approval for this Planned Development District. This zoning exhibit, indicated as Exhibit “C” sets forth an overall

property boundary description, and the designation of each zoning tract, identified by a number which corresponds to the tracts defined in this Exhibit “B” Planned Development District Development Standards.

b. Conceptual Plan

- (i) The Conceptual Plan is hereby attached and made a part of the approval for the Planned Development District as Exhibit “D”.

c. Development Plan:

- (i) Prior to any development under this approved Planned Development District, a Development Plan for each phase must be submitted to the City of Wylie for approval. The Development Plan shall suffice as the Preliminary Plat for the residential single family tracts or districts. The Development Plan shall suffice as the Site Plan for non-residential tracts or districts. The Development Plan shall be approved by the Planning and Zoning Commission and the City Council prior to the issuance of any building permit for construction.
- (ii) In the event of a conflict between the Development Standards and a Development Plan, the Development Standards shall apply.

5.03 General Compliance:

Except as amended by these conditions, development of property within this Planned Development must comply with the requirements of all ordinances, rules and regulations of the City of Wylie as they presently exist.

5.04 Street Requirements:

- (i) The street shown on the Conceptual Plan as Exhibit “D” attached hereto as a Secondary Collector shall be developed as a Secondary Collector Type C with a 100 foot right-of-way with 4 lanes of pavement (2 lanes at 25 feet back-to-back of curb).
- (ii) The street shown on the Conceptual Plan as Exhibit “D” attached hereto as a Collector shall be developed as a Collector Type D with a 60 foot right-of-way with a 2.5 foot wide easement adjacent to the right-of-way for utilities with a pavement width of 38 feet back-to-back of curb.
- (iii) All residential streets shall be developed as Residential Type E with a right-of-way of 50 feet with a pavement width of 31 feet back-to-back of curb.
- (iv) The minimum centerline radius for a Secondary Collector Type

C shall be 1,000 feet, a Collector Type D shall be 350 feet and a Residential Type E shall be 150 feet.

- (v) Developer is required to pave one-half of either Woodbridge Parkway or Hensley Road if the property abuts one side of either right-of-way and the full street if the property abuts both sides of the right-of-way.

5.05 Alleys:

- (i) Alleys are required in Tract A-1 and Tract A-2.
- (ii) The use of alleys in Tract A-3 shall be at the discretion of the developer and shall be shown on the development plan or preliminary plat.
- (iii) The use of private streets or fire lanes shall meet the requirements for alleys in Tract A-4.
- (iv) The right-of-way width of an alley may be reduced to fifteen (15) feet when there is a five (5) foot wide utility easement in the rear or side yard of a lot adjacent to an alley.

5.06 Hiking and Jogging Trail Along Secondary Collectors, Collectors and Residential Streets:

- (i) An eight (8) foot wide concrete hiking and jogging trail may be constructed on one (1) side of any major thoroughfare, secondary thoroughfare and selected residential street in lieu of sidewalks on both sides of the designated streets. The use of residential streets shall be limited to those streets needed to provide a continuous space or park area. In order to provide for a meandering trail, the pavement for any thoroughfare or residential street shall be allowed to be offset a maximum of five (5) feet from the center of the right-of-way to provide for additional parkway on one (1) side of the designated street for the construction of the meandering trail. The final location of any hiking and jogging trails shall be shown on the Development Plan or Preliminary Plat.

5.07 Detention:

Detention will not be required if the storm water runoff from this property, or any portion thereof, is discharged into:

- (i) Property within the City of Sachse into existing drainage structures or with City of Sachse approval for additional improvements and a drainage study updating the existing study provided to the Cities of Sachse and Wylie for Maxwell Creek along the Woodbridge West area adjacent to the landfill and the approved CLOMR for Woodbridge.

- (ii) Directed and discharged into Maxwell Creek within an enclosed drainage system and a drainage study.
- (iii) Directed into the Maxwell Creek or the Soil Conservation Service pond constructed on Maxwell Creek within an authorized drainage easement along an existing drainage way or natural water course.



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-17 releasing a portion of the City of Wylie’s Extraterritorial Jurisdiction, consisting of one tract of land totaling 0.39 acres located at 4013 North State Highway 78.

Recommendation

Motion to approve the Item as presented.

Discussion

The City Secretary received a petition for the release of one lot totaling 0.39 acres, as described in the attached petition. The property is located at 4013 N State Highway 78. After reviewing and verifying the petition, City staff have prepared an Ordinance (attached) to release the property from the ETJ as requested by the applicant.

This property in this petition is a one-lot tract with a single commercial structure. The property will still be serviced for EMS/Fire by WFD under an agreement with Collin County. General police service is provided by the Collin County Sheriff’s Office.

Chapter 42, Subchapter D of the Texas Local Government Code gives the ability for property owners to petition a municipality to be released from that municipality’s extraterritorial jurisdiction (ETJ). The law requires the petitioner to supply certain information and the City Secretary to verify that information. Once the petition has been verified, the governing body (City Council) must act on the petition, and as long as all requirements are met as set forth in Sec 42.104 of the Texas Local Government Code, approve the release as required by Sec 42.105. As a result, staff is recommending approval of the Ordinance.

ORDINANCE NO. 2026-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, RELEASING A PORTION OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION, CONSISTING OF ONE TRACT OF LAND TOTALING 0.39 ACRES, LOCATED AT 4013 NORTH STATE HIGHWAY 78, TRACT 4 OF THE W. C. TWITTY SURVEY, COLLIN COUNTY, TEXAS, AND CONTRACTING THE BOUNDARY LIMITS OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION ACCORDINGLY; PROVIDING A SAVINGS/ REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, JT Holdings, LLC ("Landowner") is the sole owner of real property within that certain area of land consisting of one tract of land of 0.39± acres, being described in Exhibit "A" located in Collin County, Texas; and

WHEREAS, the Landowner submitted a Petition to the City of Wylie, Texas ("Wylie"), requesting a release of the Property from Wylie's extraterritorial jurisdiction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Landowner's Petition satisfies the requirements set forth in Texas Local Government Code Section 42.103; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens and the Landowner to release the Property from Wylie's extraterritorial jurisdiction under the authority of Chapter 42 of the Texas Local Government Code, including Section 42.023 and Section 42.103 of the Texas Local Government Code, and the Wylie City Charter; and

WHEREAS, the City Council finds that Wylie has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 42 of the Texas Local Government Code and the Wylie City Charter; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures, and other requirements for releasing the Property from Wylie's extraterritorial jurisdiction have been performed and completed in the manner and form required by law.

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

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

SECTION 2: Property Released from Extraterritorial Jurisdiction. The Property is hereby released from Wylie's extraterritorial jurisdiction, and the boundary limits of Wylie's extraterritorial jurisdiction are contracted accordingly. The City Manager and/or his designee shall take all necessary steps to amend the official map of Wylie to show that the Property is released and removed from Wylie's extraterritorial jurisdiction. No other release of or reduction in Wylie's extraterritorial jurisdiction is intended except as expressly set forth in this Ordinance. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 3: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution

for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 28th day of April, 2026.

Matthew Porter, Mayor

**ATTESTED TO AND
CORRECTLY RECORDED BY:**

Stephanie Storm, City Secretary



STATE OF TEXAS §
 COUNTY OF COLLIN §

PETITION TO RELEASE PROPERTY FROM EXTRATERRITORIAL JURISDICTION

Pursuant to Chapter 42, Subchapter D of the Texas Local Government Code, JT HOLDINGS LLC (“Owner”) files this Petition to Release Property from Extraterritorial Jurisdiction, and certifies the following:

A. Owner is the owner of the property located at 4013 N Highway 78, Wylie, TX 75098, and legally described as SEE EXHIBIT “A” ATTACHED HERETO, situated in COLLIN County, Texas, according to a map or plat thereof recorded in Collin County Plat Record in COLLIN County, Texas (the “Property”), as shown and further described on Exhibit “A” hereto.

B. Owner is a resident of the extraterritorial jurisdiction of City of Wylie, Texas.

C. The Property is located in an area of the extraterritorial jurisdiction of City of Wylie, Texas, which is legally described as SEE EXHIBIT “A”, situated in Collin County, Texas, according to a map or plat thereof recorded in Collin County Plat Records, Collin County, Texas (the “Area”).

D. Owner represents a majority in value of the holders of title of land in the Area, as indicated by the tax rolls of the Collin County Appraisal District.

E. Owner requests that the City of Wylie, Texas immediately release the Area from the municipality’s extraterritorial jurisdiction in accordance with Tex. Loc. Gov’t Code § 42.105(c).

F. Pursuant to Tex. Loc. Gov’t Code § 42.105(d), if the City of Wylie fails to take action to release the Area by the later of the 45th day after the date the municipality receives this

Petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives this Petition, the Area is released by operation of law.

IN WITNESS WHEREOF, Owner has executed this Petition as of April 17, 2026.

JT Holdings LLC

By: [Signature]
Name: Josh Taylor
DOB: [Redacted]
Title: Managing Member
Date of Signing: 4/17/26

VERIFICATION PURSUANT TO TEX. LOC. GOV'T CODE § 42.105(a)

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned notary public, on this day, personally appeared Josh Taylor who stated to me that he/she signed this instrument for the purposes therein contained on this the 17th day of April, 2026.



[Signature]
Notary Public

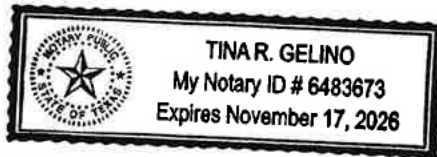
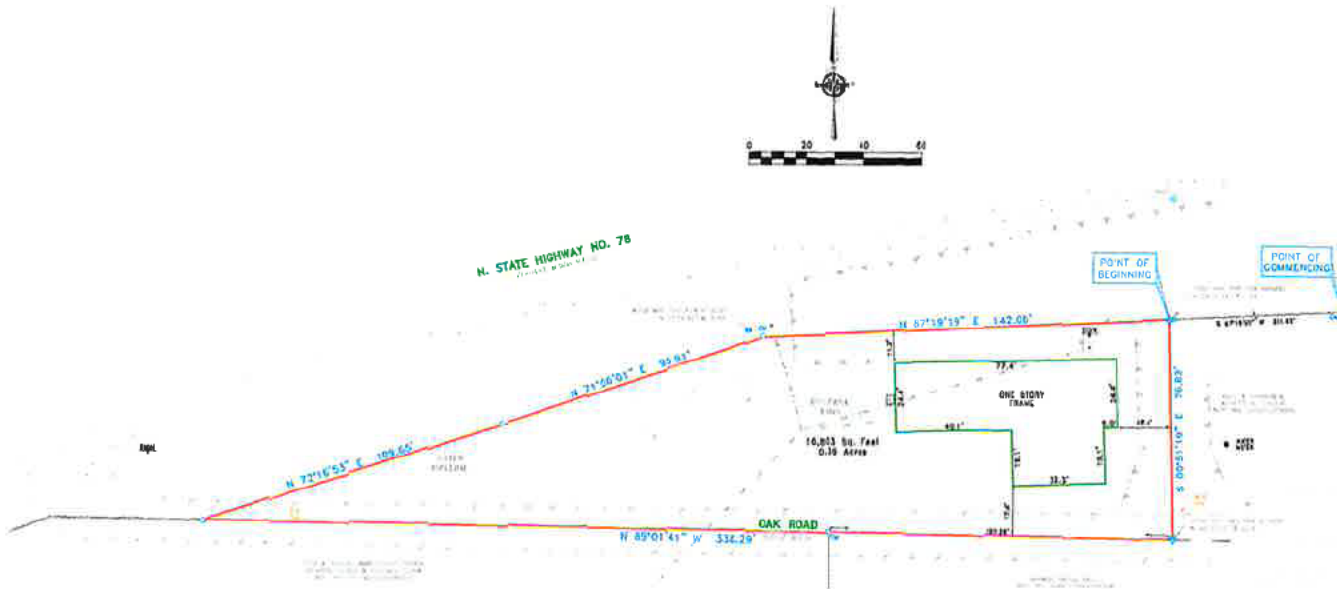


Exhibit A



4013 N. State Highway No. 78

Being a lot tract or parcel of land situated in the W.C. Twitty Survey, Abstract No. 918, City of Wylie, Collin County, Texas, and being a portion of a tract of land conveyed to Lee Key Welfare and with various additions, by deed recorded in Volume 512, Page 261, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found for corner, said corner being the Northwest corner of that tract of land conveyed to Larkins Living Trust, by deed recorded in Instrument No. 20180180000501660, Official Public Records, Collin County, Texas, said corner being along the South right of way line of S. State Highway No. 78 (variable width right of way);

THENCE South 87 degrees 19 minutes 50 seconds West, along the South right of way line of said S. State Highway No. 78, a distance of 331.82 feet to a point for corner and the POINT OF BEGINNING of herein described tract, from which a 1000 nail found bears, North 76 degrees 00 minutes 11 seconds East, a distance of 1.31 feet for witness;

THENCE South 00 degrees 51 minutes 18 seconds East, a distance of 76.82 feet to a point for corner, said corner being along the North line of that tract of land conveyed to Winters Living Trust, by deed recorded in Document No. 20181316001600050, Official Public Records, Collin County, Texas, said corner being in centerline of Oak Road (Public Right of Way), from which a 1000 nail found bears, North 12 degrees 20 minutes 28 seconds East, a distance of 0.75 feet for witness;

THENCE North 88 degrees 01 minute 41 seconds West, along the centerline of said Oak Road, a distance of 520.29 feet to a 600 nail found for corner, said corner being along the Southeast right of way line of N. State Highway No. 78 (variable width right of way);

THENCE North 72 degrees 16 minutes 53 seconds East, along the Southeast right of way line of said N. State Highway No. 78, a distance of 109.95 feet to a 1/2 inch iron rod found with yellow paint cap stamped "CDB SURVEYING" for corner;

THENCE North 71 degrees 06 minutes 01 second East, along the Southeast right of way line of said N. State Highway No. 78, a distance of 84.91 feet to a 1/2 inch iron rod found for corner, from which a wood monument found bears, North 69 degrees 55 minutes 57 seconds West, a distance of 5.65 feet for witness;

THENCE North 87 degrees 19 minutes 18 seconds East, along the South right of way line of said N. State Highway No. 78, a distance of 142.00 feet to the POINT OF BEGINNING and containing 16,853 square feet or 0.38 acres of land.

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor hereby certifies to Joshua Taylor and Capital Title Company, in connection with the transaction described in O.G. No. 25-802234-WY that, (a) this survey and the property description set forth herein were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown herein actually existed on the date of the survey, and the location, size and type of markers thereof are correctly shown; Use of this survey by any other parties is for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This plat herein is a correct and accurate representation of the property lines and dimensions as so located, located and type of buildings are as shown and EXCEPT AS SHOWN, all improvements are located within the boundaries the distance indicated and there are no visible and apparent encroachments or projections on the ground.

Executed this 9th day of April, 2025

Benj. Connally
 Registered Professional Land Surveyor



NOTE: ACCORDING TO THE PUBLIC RECORDS, THE PROPERTY DESCRIBED IN THIS SURVEY WAS IN 2014.

| DATE | BY | NOTES |
|------|----|-------|
| | | |
| | | |
| | | |

LEGEND

- CONTAINS UNRECORDED
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- 50" IRON NAIL FOUND

CBG
 4412 E. H. 30, Ste. F
 Garland, TX 75042
 P 214 249 5442
 F 214 249 5442
 Email: info@cbgtx.com
 www.cbgtx.com

SCALE: 1" = 20'
 DATE: 4/9/2025
 JOB NO.: 200586-0
 SHEET NO.: 10

METS AND BOUNDS SURVEY
 W.C. TWITTY SURVEY, ABSTRACT NO. 918
 CITY OF WYLIE, COLLIN COUNTY, TEXAS
 4013 N. STATE HIGHWAY NO. 78

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 538, PG. 540 DOC. NO. 20120728000904100

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY VOL. 547, PG. 591

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE

NOTES: EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

Capital Title
 CF# 25-852234-WY

Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: May 22, 2025

Grantor: Beth Lenora Hoffard, Robin Michele Gray, Michael Downey Gray, all single persons; and Jimmy Charles Beach, Individually, as Independent Executor of the Estate of Glenda Merle Hoffard Beach, Deceased

Grantor's Mailing Address: 3794 County Rd 1089, Celeste TX 75423

Grantee: Joshua Taylor, a married man

Grantee's Mailing Address: 1760 Old Millwood Rd, Rockwall TX 75087

Consideration:

Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of HomeBank Texas in the principal amount of \$320,000.00 (Three Hundred Twenty Thousand and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of HomeBank Texas and by a first-lien deed of trust of even date from Grantee to Christopher M. Prater, trustee.

Property (including any improvements):

Being a lot tract or parcel of land situated in the W.C. Twitty Survey, Abstract No. 918, City of Wylie, Collin County, Texas, and being a portion of a tract of land conveyed to Lee Roy Hofford and wife Marlene Hofford, by deed recorded in Volume 512, Page 381, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found for corner, said corner being the Northwest corner of that tract of land conveyed to Eubanks Living Trust, by deed recorded in Instrument No. 20190619000705160, Official Public Records, Collin County, Texas, said corner being along the South right of way line of S. State Highway No. 78 (variable width right of way);

THENCE South 87 degrees 19 minutes 50 seconds West, along the South right of way line of said S. State Highway No. 78, a distance of 331.62 feet to a point for corner and the POINT OF BEGINNING of herein described tract, from which a 100D nail found bears, North 76 degrees 00 minutes 11 seconds East, a distance of 1.31 feet for witness;

THENCE South 00 degrees 51 minutes 19 seconds East, a distance of 76.82 feet to a point for corner, said corner being along the North line of that tract of land conveyed to Winters Living Trust, by deed recorded in Document No. 20191216001600500, Official Public Records, Collin County, Texas, said corner being in centerline of Oak Road (Public right of way), from which a 100D nail found bears, North 12 degrees 20 minutes 29 seconds East, a distance of 0.75 feet for witness;

THENCE North 89 degrees 01 minute 41 seconds West, along the centerline of said Oak Road, a distance of 338.29 feet to a 60D nail found for corner, said corner being along the Southeast right of way line of N. State Highway No. 78 (variable width right of way);

THENCE North 72 degrees 16 minutes 53 seconds East, along the Southeast right of way line of said N. State Highway No. 78, a distance of 109.65 feet to a 1/2 inch iron rod found with yellow plastic cap stamped "CBG SURVEYING" for corner;

THENCE North 71 degrees 06 minutes 01 second East, along the Southeast right of way line of said N. State Highway No. 78, a distance of 95.91 feet to a 1/2 inch iron rod found for corner, from which a Wood monument found bears, North 63 degrees 56 minutes 57 seconds West, a

distance of 5.60 feet for witness;

THENCE North 87 degrees 19 minutes 19 seconds East, along the South right of way line of said N. State Highway No. 78, a distance of 142.06 feet to the POINT OF BEGINNING and containing 16,803 square feet or 0.39 acres of land.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, standby fees, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the plat of the subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Vendor's Lien against and Superior Title to the Property are retained until the Note described is fully paid according to its terms, at which time this Deed will become absolute. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold, and conveyed to the payee of the Note, and the successors and assigns of the payee.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 22nd day of May, 2025.

Beth Lenora Hoffard
Beth Lenora Hoffard

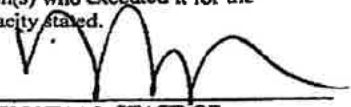
Robin Michele Gray
Robin Michele Gray

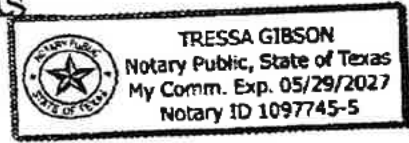
Michael Downey Gray by Robin Michele Gray AIF
Michael Downey Gray aka Michael D. Gray
By and through my Agent and Attorney-in-Fact,
Robin M. Gray

Jimmy Charles Beach
Jimmy Charles Beach, Individually, as Independent
Executor of the Estate of Glenda Merle Hoffard
Beach, Deceased

THE STATE OF Texas §
COUNTY OF Collin §

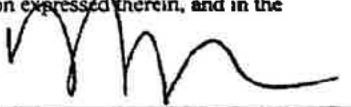
Before me, a Notary Public, the foregoing instrument was acknowledged on 22nd day of May, 2025 by Beth Lenora Hoffard who personally appeared before me, and who is known to me through 5/22/2025 DL to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

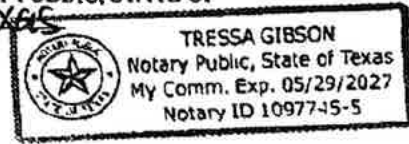

NOTARY PUBLIC, STATE OF
Texas



THE STATE OF Texas §
COUNTY OF Collin §

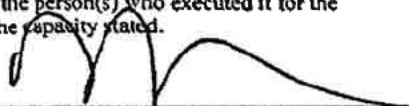
Before me, a Notary Public, the foregoing instrument was acknowledged on 22nd day of May, 2025 by Robin Michele Gray aka Robin M. Gray, individually and as Agent and Attorney-in-Fact for Michael Downey Gray aka Michael D. Gray who personally appeared before me, and who is known to me through 5/22/2025 DL to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

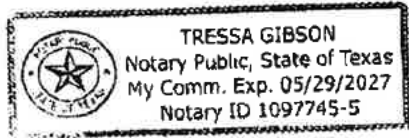

NOTARY PUBLIC, STATE OF
Texas



THE STATE OF Texas §
COUNTY OF Collin §

Before me, a Notary Public, the foregoing instrument was acknowledged on 22nd day of May, 2025 by Jimmy Charles Beach, Individually, as Independent Executor of the Estate of Glenda Merle Hoffard Beach, Deceased who personally appeared before me, and who is known to me through 5/22/2025 DL to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.


NOTARY PUBLIC, STATE OF
Texas



AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2025000065392

eRecording - Real Property

DEED

Recorded On: May 27, 2025 02:10 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$33.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2025000065392
Receipt Number: 20250527000650
Recorded Date/Time: May 27, 2025 02:10 PM
User: Kacy M
Station: cck074

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, adoption of amended Rules and Procedures for the Planning and Zoning Commission to reflect changes to State Law, City Ordinances, and other matters.

Recommendation

Motion to approve the Item as presented.

Discussion

The 1956 Ordinance that created the Planning and Zoning Commission required that the Commission adopt Rules and Procedures for the operation of the Commission. Those Rules and Procedures were updated in 1998, 2008, and 2020.

Due to changes in State Laws, the City Charter, and City Ordinances, staff is proposing suggested updates to the Rules and Procedures.

Recommended edits include:

- Rewording of when the chair and vice-chair are elected to reflect the fact that the P&Z Commission is no longer required to meet at least once a month, but only on an as-needed basis.
- Rewording when agendas shall be posted to align with state law.
- Amend the abstention paragraph to change the vote from 'affirmative' to 'negative' if no declared conflict of interest exists.
- Correcting a few clerical errors.

P&Z Commission Discussion

The Commission voted 5-0 to recommend approval.

Our Mission...
 ...to be responsible stewards of the public trust,
 to strive for excellence in public service, and
 to enhance the quality of life for all.

City of Wylie, Texas Planning and Zoning Commission Rules of Procedure



1. Statement

- 1.1. It is hereby declared that appointment to the Planning and Zoning Commission is a distinct honor and the trust imposed in the appointee involves the corresponding obligation of the appointee to serve the community by regular attendance and participation in the proceedings of the body.

2. Creation and Membership

- 2.1. The Commission was created by a 1956 Ordinance, amended by Ordinance 79-26, and the City Charter in 1985, and serves at the will of the City Council.
- 2.2. The Planning and Zoning Commission shall consist of seven (7) regular members who will serve for terms of two (2) years. A Commissioner shall generally be limited to three two-year terms, per Ordinance 2020-07. The members will be resident citizens, taxpayers, and qualified voters of the City.
- 2.3. In accordance with State law, the Commissioners are required to complete Open Meetings training and receive a Certificate of Completion within the first ninety (90) days of first year appointment. This may be taken online via the Office of Attorney General's website (www.oag.state.tx.us). The Office of the Attorney General offers free video training courses to ensure that all elected and appointed government officials have a good command of both open records and open meetings laws.

3. Officers

- 3.1. The Commission shall *elect a chairman and vice-chair from among its membership each year at the first regular meeting after annual appointments.* (and at such other times as these offices may become vacant), to serve for a period of one (1) year.
- 3.2. In the absence of both the Chairperson and Vice-Chairperson during a meeting, the remaining Commissions shall elect an Acting Chairperson.

4. Officer's Duties

- 4.1. The Chairperson shall preside over all meetings and briefing sessions, and perform all duties as required by law.
- 4.2. The Vice-Chairperson shall assume all duties of the Chairperson in the absence of the Chairperson.

5. Powers and Duties of the Commission

- 5.1. The Planning and Zoning Commission shall make recommendations to the City Council on all questions concerning the overall development and environment of the City, including Comprehensive Plan and Zoning Ordinance amendments, Thoroughfare Plan amendments, General Zoning changes, Specific Use Permits, Planned Developments, and Capital Improvements Plan through the Impact Fee Advisory Committee.
- 5.2. The Commission shall perform all duties as prescribed by State statutes and the City's Subdivision Ordinance concerning plats. The City Council has final authority in these matters, but should seek recommendations from the Planning and Zoning Commission prior to making final decisions.
- 5.3. The Commission shall recommend to the City Council for adoption of a Comprehensive Master Plan as a whole or in parts, for the future development and redevelopment of the City and its environs, and will be expected to recommend changes in the Master Plan from time to time, which will facilitate the movement of people and goods, promote the health, recreation, safety, and general welfare of the citizens of Wylie.
- 5.4. The Commission shall perform all duties as prescribed by State statutes and the City's Zoning Ordinance concerning site plans.
- 5.5. The Commission shall perform all other duties as the City Council may direct.

6. Rules of Order

- 6.1. The Chairperson shall rule on all points of order.
- 6.2. The Commission may overrule the Chairperson on points of order by a two-thirds (2/3) vote of members present.
- 6.3. Any provisions of these rules not governed by City Ordinance may be temporarily suspended by a favorable two-thirds (2/3) vote of all members of the Commission, which vote shall be entered upon the minutes.

7. Quorum

- 7.1. A quorum shall consist of four (4) members.
- 7.2. No matters may be handled without the presence of a quorum.

8. Agendas

- 8.1. An agenda shall be prepared by the City Planner or his/her designee for each meeting of the Planning and Zoning Commission. A copy of the agenda and *a notice of meetings shall be posted in accordance with applicable rules and provisions of state law.*
- 8.2. There shall be attached to each agenda item, a report of matters pending further action by the Commission.
- 8.3. All regular and special meetings shall follow, as closely as possible, the printed agenda. The agenda should include, but is not limited to the following;
 - a. Ratification of Minutes;
 - b. Citizens' participation on items not on the agenda;
 - c. Executive Session, as needed;
 - d. Consent agenda;
 - e. Items for individual consideration;
 - f. Breaks at the discretion of the Chairperson;
 - g. Commissioners or Staff comments on general business;
 - h. Adjournment.
- 8.4. Agendas may be amended by the Chairperson as to order of items, but not as to content, unless overruled by a majority of the members present.

9. Minutes of Meetings

- 9.1. Minutes of all regular and special meetings shall be kept by the Secretary, designated by the City Planner, and are subject to amendment and ratification by the Commission at the next regular meeting.
- 9.2. The minutes of the Commission's proceeding shall show the overall vote, or if absent or failing to vote, shall reflect that fact.

10. Regular meetings

- 10.1. The Commission shall meet on the first and third Tuesday of each month at 6:00 pm in the Council Chambers of the Municipal Complex, unless noted otherwise. All meetings shall be open to the public, and the public is encouraged to attend.
- 10.2. Any commission member missing three (3) consecutive regularly scheduled meetings without prior notification to Staff and/or a valid reason, which may include family emergency, illness, or other reasonable cause, may be subject to dismissal from the Commission by the City Council.

- 10.3. Under special circumstances the Commission may reschedule regular meeting dates. The new dates should be announced at a regularly scheduled meeting, and agendas posted accordingly.

11. Special Meetings

- 11.1. Special meetings may be called by the Chairperson, or at the request of two (2) or more members, or may be scheduled by a majority of the Commission at any previous meeting. The time and place of the special meeting shall be determined by the convening authority.
- 11.2. All members must be notified of any special meeting by giving written notice to all members by an email address of record at least seventy-two (72) hours before the meeting, and the notice must specify the purpose of the meeting.
- 11.3. Special meetings must be posted in accordance with the open meetings act.

12. Planning Sessions

- 12.1. The Commission may be convened as a committee of the whole in the same manner as prescribed for the calling of a special meeting for the purpose of holding a planning session, provided that no official business shall be conducted thereat and no quorum shall be required.

13. Public Hearings

- 13.1. Conduct of public hearings will follow the general guidelines listed below and as outlined in Section 14 Addressing the Commission:
- a. Introduction of agenda item by the Chairperson;
 - b. Report by the City Planner or designee;
 - c. A maximum of 15minute presentation by the applicant;
 - d. Opening of public hearing by the Chairperson;
 - e. Comments from organized groups and individuals in opposition to the issue of the public hearing; group comments should not exceed 6 minutes, individual comments should not exceed 3 minutes unless an interpreter is needed, in which case 6 minutes is allowed;
 - f. Comments from organized groups and individuals in favor of the issue of the public hearing; group comments should not exceed 6 minutes, individual comments should not exceed 3 minute unless an interpreter is needed, in which case 6 minutes is allowed;
 - g. A maximum 15 minute rebuttal by the applicant;
 - h. Questioning by the Commissioners of the applicant and audience members who addressed the Commission;
 - i. Close public hearing;
 - j. Commission query of Staff;
 - k. Commission action pertaining to the issue of the public hearing.

- 13.2. All meetings shall be held in full compliance with the provision of state law, ordinances of the City, and these rules of procedure.

14. Addressing the Commission

- 14.1. Persons desiring to address the Commission shall complete a "Request to Speak" card and submit the card to the Secretary.
- 14.2. The Secretary will sort the speaker cards by agenda item and deliver them to the Chairperson.
- 14.3. The Chairperson will refer to the speaker cards for comments on items not on the printed agenda, individual agenda item comments, and public hearing comments.
- 14.4. Persons who note on a speaker card their desire to address the commission will be called to the podium by the Chairperson at the appropriate time and will follow the guidelines of Ordinance 2019-29 as outlined below when addressing the Commission;
- a. Approach the podium, state their name and address and whether or not they are representing a person, group, or organization;
 - b. Speak so that all present in the room may hear clearly;
 - c. Address all statements and questions to the Chairperson;
 - d. Be courteous in language and deportment;
 - e. Be concise and focused in their Comments;
 - f. Group comments should not exceed 6 minutes, individual comments should not exceed 3 minutes unless an interpreter is needed, in which case 6 minutes is allowed.
- 14.5. Persons addressing the Commission during a public hearing will follow the public hearing guidelines noted in Section 13.
- 14.6. The Chairperson will read into the record the names of persons who filled out a speaker card in support of or in opposition to an agenda item but did not wish to address the Commission.
- 14.7. The Chairperson may interrupt an individual to redirect or terminate remarks when they are not relevant to the matter before the Commission, or when the Chairperson determines the remarks to be out of order.

15. Evidence

- 15.1. Only relevant evidence and testimony will be received.
- 15.2. Petitions and other physical evidence should be submitted to the Chairman of the Commission. Petitions may not be read in full into the record, but may be noted into the record.

15.3. Ex Parte Communications

- a. Any Commissioner having new factual information regarding regular meeting or work session agenda items shall make that information known to all Commission members.
- b. Commissioners shall not make voting commitments prior to hearing all submitted evidence regarding meeting agenda items.

16. City Staff Responsibilities

- 16.1. The City Planner or designee shall be responsible for providing the Commission with the necessary professional, technical, and clerical services, including:
- a. Prepare and submit the agenda with staff reports and any special items as directed by the Chairperson;
 - b. Give and serve all notices required for public hearings;
 - c. Introduce and factually explain each item on the agenda;
 - d. Coordinate the services of all City Staff and other sources of public information for and on behalf of the Commission;
 - e. Maintain a true copy of all Commission proceedings;
 - f. Maintain all Commission records;
 - g. Attend all official correspondence and communications to and of the Commission.

17. Written Request Required

- 17.1. Every proposal submitted for Commission action shall be made in accordance with approved application procedures from the appropriate Ordinance or Regulations. The proposal shall be complete in all respects before being accepted for filing and Commission consideration.

18. Conflict of Interest Rules

- 18.1. Conflict of Interest. Should any member of the Commission feel he/she has a conflict of interest with an agenda item before the Commission, they should openly declare so at the introduction of the item. They are thereby prohibited from discussing, participating in, or voting on the item in question. They shall also fill out a Conflict of Interest form and file it with the Secretary.
- 18.2. Abstention. *If the Commission member chooses to abstain from voting, where no declared conflict of interest exists, the vote shall be recorded as a negative vote in the official minutes.*

19. Motions

- 19.1. A motion may be made by any member. A second to the motion shall be required before an item is put to a vote.
- 19.2. All votes shall be by a simple majority of members present, except as otherwise stated in these rules of procedure.

19.3. When fewer than all the members are present for voting and when all motions for a given application fail to carry by a majority vote, consideration of the application shall be continued under this rule to the next regular meeting, to the extent allowed by law. Failure of the Commission to secure a majority concurring vote at said next regular meeting shall be recorded in the minutes as a denial of the proposal under the rule.

19.4. When a vote is required by state law or other requirement, and fewer than all members are present, and a simple majority is not reached, the vote shall be recorded as a denial.

20. Repealing Clause

20.1. All previously adopted Rules of Procedure of the Planning and Zoning Commission are hereby expressly repealed.

21. Suspension of Rules of Procedure

21.1. Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and provided that not less than two-thirds Commissioners vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.

PASSED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WYLIE THIS ____7th____ day of ____April____ 2026.

Joshua Butler

Joshua Butler, Chairman

Harold Gouge

Harold Gouge, Vice-Chairman

Filed in the Office of the City Secretary this _____ day of _____, 2026

Stephanie Storm, City Secretary
City of Wylie, Texas



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on April 14, 2026.

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|--|--------------------------------|--------------------------|-------------------------|---------------------|----------------------|--|----------------------|
| Fund: 111 - WYLIE ECONOMIC DEVEL CORP | | | | | | | |
| Revenue | | | | | | | |
| Category: 400 - Taxes | | | | | | | |
| 111-4000-40210 | SALES TAX | 5,389,434.00 | 5,389,434.00 | 342,089.27 | 1,691,593.39 | -3,697,840.61 | 68.61 % |
| Category: 400 - Taxes Total: | | 5,389,434.00 | 5,389,434.00 | 342,089.27 | 1,691,593.39 | -3,697,840.61 | 68.61% |
| Category: 460 - Interest Income | | | | | | | |
| 111-4000-46110 | ALLOCATED INTEREST EARNINGS | 10,000.00 | 10,000.00 | 14,017.37 | 116,332.64 | 106,332.64 | 1,163.33 % |
| Category: 460 - Interest Income Total: | | 10,000.00 | 10,000.00 | 14,017.37 | 116,332.64 | 106,332.64 | 1,063.33% |
| Category: 480 - Miscellaneous Income | | | | | | | |
| 111-4000-48110 | RENTAL INCOME | 22,800.00 | 22,800.00 | 3,400.00 | 12,900.00 | -9,900.00 | 43.42 % |
| 111-4000-48430 | GAIN/(LOSS) SALE OF CAP ASSETS | 2,898,313.00 | 2,898,313.00 | 0.00 | 104,246.04 | -2,794,066.96 | 96.40 % |
| Category: 480 - Miscellaneous Income Total: | | 2,921,113.00 | 2,921,113.00 | 3,400.00 | 117,146.04 | -2,803,966.96 | 95.99% |
| Category: 490 - Transfers In & Other Financing Sources | | | | | | | |
| 111-4000-49325 | BANK NOTE PROCEEDS | 0.00 | 9,600,000.00 | 9,600,000.00 | 9,600,000.00 | 0.00 | 0.00 % |
| Category: 490 - Transfers In & Other Financing Sources Total: | | 0.00 | 9,600,000.00 | 9,600,000.00 | 9,600,000.00 | 0.00 | 0.00% |
| Revenue Total: | | 8,320,547.00 | 17,920,547.00 | 9,959,506.64 | 11,525,072.07 | -6,395,474.93 | 35.69% |
| Expense | | | | | | | |
| Category: 510 - Personnel Services | | | | | | | |
| 111-5611-51110 | SALARIES | 549,044.03 | 549,044.03 | 40,195.88 | 234,034.99 | 315,009.04 | 57.37 % |
| 111-5611-51140 | LONGEVITY PAY | 3,089.89 | 3,089.89 | 0.00 | 3,088.00 | 1.89 | 0.06 % |
| 111-5611-51310 | TMRS | 89,445.70 | 89,445.70 | 6,511.74 | 38,030.66 | 51,415.04 | 57.48 % |
| 111-5611-51410 | HOSPITAL & LIFE INSURANCE | 90,827.45 | 90,827.45 | 5,472.74 | 32,264.84 | 58,562.61 | 64.48 % |
| 111-5611-51420 | LONG-TERM DISABILITY | 2,031.46 | 2,031.46 | 0.00 | 423.90 | 1,607.56 | 79.13 % |
| 111-5611-51440 | FICA | 34,232.30 | 34,232.30 | 2,390.12 | 14,113.65 | 20,118.65 | 58.77 % |
| 111-5611-51450 | MEDICARE | 8,005.94 | 8,005.94 | 558.96 | 3,300.77 | 4,705.17 | 58.77 % |
| 111-5611-51470 | WORKERS COMP PREMIUM | 552.13 | 552.13 | 0.00 | 395.52 | 156.61 | 28.36 % |
| 111-5611-51480 | UNEMPLOYMENT COMP (TWC) | 702.00 | 702.00 | 0.54 | 314.16 | 387.84 | 55.25 % |
| Category: 510 - Personnel Services Total: | | 777,930.90 | 777,930.90 | 55,129.98 | 325,966.49 | 451,964.41 | 58.10% |
| Category: 520 - Supplies | | | | | | | |
| 111-5611-52010 | OFFICE SUPPLIES | 5,000.00 | 5,000.00 | 419.09 | 1,829.60 | 3,170.40 | 63.41 % |
| 111-5611-52040 | POSTAGE & FREIGHT | 300.00 | 300.00 | 0.00 | 193.48 | 106.52 | 35.51 % |
| 111-5611-52810 | FOOD SUPPLIES | 3,000.00 | 3,000.00 | 265.62 | 1,558.60 | 1,441.40 | 48.05 % |
| Category: 520 - Supplies Total: | | 8,300.00 | 8,300.00 | 684.71 | 3,581.68 | 4,718.32 | 56.85% |
| Category: 540 - Materials for Maintenance | | | | | | | |
| 111-5611-54610 | FURNITURE & FIXTURES | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 100.00 % |
| 111-5611-54810 | COMPUTER HARD/SOFTWARE | 7,650.00 | 7,650.00 | 0.00 | 0.00 | 7,650.00 | 100.00 % |
| Category: 540 - Materials for Maintenance Total: | | 10,150.00 | 10,150.00 | 0.00 | 0.00 | 10,150.00 | 100.00% |
| Category: 560 - Contractual Services | | | | | | | |
| 111-5611-56030 | INCENTIVES | 1,510,000.00 | 1,510,000.00 | 54,000.00 | 166,500.00 | 1,343,500.00 | 88.97 % |
| 111-5611-56040 | SPECIAL SERVICES | 87,270.00 | 232,270.00 | 159,252.50 | 160,135.00 | 72,135.00 | 31.06 % |
| 111-5611-56041 | SPECIAL SERVICES-REAL ESTATE | 221,000.00 | 221,000.00 | 497.99 | 3,753.39 | 217,246.61 | 98.30 % |
| 111-5611-56042 | SPECIAL SERVICES-INFRASTRUCTUR | 3,200,000.00 | 3,200,000.00 | 141,515.27 | 742,668.17 | 2,457,331.83 | 76.79 % |
| 111-5611-56080 | ADVERTISING | 276,125.00 | 276,125.00 | 52,975.00 | 136,295.91 | 139,829.09 | 50.64 % |
| 111-5611-56090 | COMMUNITY DEVELOPMENT | 74,450.00 | 74,450.00 | 4,535.20 | 29,358.41 | 45,091.59 | 60.57 % |
| 111-5611-56110 | COMMUNICATIONS | 7,900.00 | 7,900.00 | 487.72 | 2,396.79 | 5,503.21 | 69.66 % |
| 111-5611-56180 | RENTAL | 50,000.00 | 50,000.00 | 4,000.00 | 17,000.00 | 33,000.00 | 66.00 % |
| 111-5611-56210 | TRAVEL & TRAINING | 95,500.00 | 95,500.00 | 30,386.62 | 50,080.05 | 45,419.95 | 47.56 % |
| 111-5611-56250 | DUES & SUBSCRIPTIONS | 91,053.00 | 91,053.00 | 15,750.27 | 66,674.44 | 24,378.56 | 26.77 % |
| 111-5611-56310 | INSURANCE | 6,800.00 | 6,800.00 | 303.00 | 2,464.16 | 4,335.84 | 63.76 % |
| 111-5611-56510 | AUDIT & LEGAL SERVICES | 53,000.00 | 53,000.00 | 3,771.24 | 13,864.52 | 39,135.48 | 73.84 % |

Budget Report

For Fiscal: 2025-2026 Period Ending: 03/31/2026

| | | Original | Current | Period | Fiscal | Variance | Percent |
|--------------------------------|--|----------------------|----------------------|---------------------|---------------------|----------------------------|----------------|
| | | Total Budget | Total Budget | Activity | Activity | Favorable (Unfavorable) | Remaining |
| 111-5611-56570 | ENGINEERING/ARCHITECTURAL | 960,300.00 | 960,300.00 | 11,757.50 | 160,875.99 | 799,424.01 | 83.25 % |
| 111-5611-56610 | UTILITIES-ELECTRIC | 2,400.00 | 2,400.00 | 266.05 | 978.12 | 1,421.88 | 59.25 % |
| | Category: 560 - Contractual Services Total: | 6,635,798.00 | 6,780,798.00 | 479,498.36 | 1,553,044.95 | 5,227,753.05 | 77.10% |
| | Category: 570 - Debt Service & Capital Replacement | | | | | | |
| 111-5611-57410 | PRINCIPAL PAYMENT | 818,019.85 | 818,019.85 | 68,481.85 | 406,980.84 | 411,039.01 | 50.25 % |
| 111-5611-57415 | INTEREST EXPENSE | 1,065,228.95 | 1,065,228.95 | 84,787.28 | 512,633.94 | 552,595.01 | 51.88 % |
| | Category: 570 - Debt Service & Capital Replacement Total: | 1,883,248.80 | 1,883,248.80 | 153,269.13 | 919,614.78 | 963,634.02 | 51.17% |
| | Category: 580 - Capital Outlay | | | | | | |
| 111-5611-58110 | LAND-PURCHASE PRICE | 1,000,000.00 | 12,683,180.39 | 60,000.00 | 2,326,681.38 | 10,356,499.01 | 81.66 % |
| 111-5611-58995 | CONTRA CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 | -2,266,681.38 | 2,266,681.38 | 0.00 % |
| | Category: 580 - Capital Outlay Total: | 1,000,000.00 | 12,683,180.39 | 60,000.00 | 60,000.00 | 12,623,180.39 | 99.53% |
| | Expense Total: | 10,315,427.70 | 22,143,608.09 | 748,582.18 | 2,862,207.90 | 19,281,400.19 | 87.07% |
| | Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit): | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 | 305.13% |
| | Report Surplus (Deficit): | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 | 305.13% |

Budget Report

For Fiscal: 2025-2026 Period Ending: 03/31/2026

Group Summary

| Category | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance | |
|---|--------------------------|-------------------------|---------------------|----------------------|----------------------------|----------------------|
| | | | | | Favorable (Unfavorable) | Percent Remaining |
| Fund: 111 - WYLIE ECONOMIC DEVEL CORP | | | | | | |
| Revenue | | | | | | |
| 400 - Taxes | 5,389,434.00 | 5,389,434.00 | 342,089.27 | 1,691,593.39 | -3,697,840.61 | 68.61% |
| 460 - Interest Income | 10,000.00 | 10,000.00 | 14,017.37 | 116,332.64 | 106,332.64 | 1,063.33% |
| 480 - Miscellaneous Income | 2,921,113.00 | 2,921,113.00 | 3,400.00 | 117,146.04 | -2,803,966.96 | 95.99% |
| 490 - Transfers In & Other Financing Sources | 0.00 | 9,600,000.00 | 9,600,000.00 | 9,600,000.00 | 0.00 | 0.00% |
| Revenue Total: | 8,320,547.00 | 17,920,547.00 | 9,959,506.64 | 11,525,072.07 | -6,395,474.93 | 35.69% |
| Expense | | | | | | |
| 510 - Personnel Services | 777,930.90 | 777,930.90 | 55,129.98 | 325,966.49 | 451,964.41 | 58.10% |
| 520 - Supplies | 8,300.00 | 8,300.00 | 684.71 | 3,581.68 | 4,718.32 | 56.85% |
| 540 - Materials for Maintenance | 10,150.00 | 10,150.00 | 0.00 | 0.00 | 10,150.00 | 100.00% |
| 560 - Contractual Services | 6,635,798.00 | 6,780,798.00 | 479,498.36 | 1,553,044.95 | 5,227,753.05 | 77.10% |
| 570 - Debt Service & Capital Replacement | 1,883,248.80 | 1,883,248.80 | 153,269.13 | 919,614.78 | 963,634.02 | 51.17% |
| 580 - Capital Outlay | 1,000,000.00 | 12,683,180.39 | 60,000.00 | 60,000.00 | 12,623,180.39 | 99.53% |
| Expense Total: | 10,315,427.70 | 22,143,608.09 | 748,582.18 | 2,862,207.90 | 19,281,400.19 | 87.07% |
| Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit): | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 | 305.13% |
| Report Surplus (Deficit): | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 | 305.13% |

Budget Report

For Fiscal: 2025-2026 Period Ending: 03/31/2026

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) |
|----------------------------------|--------------------------|-------------------------|---------------------|---------------------|--|
| 111 - WYLIE ECONOMIC DEVEL CC | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 |
| Report Surplus (Deficit): | -1,994,880.70 | -4,223,061.09 | 9,210,924.46 | 8,662,864.17 | 12,885,925.26 |

Wylie Economic Development Corporation
Statement of Net Position
As of March 31, 2026

| | | |
|--|-------------------------|--------|
| Assets | | |
| Cash and cash equivalents | \$ 18,055,352.60 | |
| Receivables | \$ 962,500.00 | Note 1 |
| Inventories | \$ 18,235,686.52 | |
| Prepaid Items | \$ - | |
| Total Assets | \$ 37,253,539.12 | |
| Deferred Outflows of Resources | | |
| Pensions | \$ 112,459.55 | |
| Total deferred outflows of resources | \$ 112,459.55 | |
| Liabilities | | |
| Accounts Payable and other current liabilities | \$ 602,343.14 | |
| Unearned Revenue | \$ 1,200.00 | Note 2 |
| Non current liabilities: | | |
| Due within one year | \$ 610,089.72 | Note 3 |
| Due in more than one year | \$ 29,993,011.83 | |
| Total Liabilities | \$ 31,206,644.69 | |
| Deferred Inflows of Resources | | |
| Pensions | \$ (25,054.41) | |
| Total deferred inflows of resources | \$ (25,054.41) | |
| Net Position | | |
| Net investment in capital assets | \$ - | |
| Unrestricted | \$ 6,134,299.57 | |
| Total Net Position | \$ 6,134,299.57 | |

Note 1: Includes incentives in the form of forgivable loans for \$337,500 (Phoenix Ascending), and \$425,000 (Cates/Lanspring)

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 03/31/2026

| Account | Name | Balance |
|--|-------------------------------|-----------------------------|
| Fund: 111 - WYLIE ECONOMIC DEVEL CORP | | |
| Assets | | |
| 111-1000-10110 | CLAIM ON CASH AND CASH EQUIV. | 18,053,352.60 |
| 111-1000-10135 | ESCROW | 0.00 |
| 111-1000-10180 | DEPOSITS | 2,000.00 |
| 111-1000-10198 | OTHER - MISC CLEARING | 0.00 |
| 111-1000-10341 | TEXPOOL | 0.00 |
| 111-1000-10343 | LOGIC | 0.00 |
| 111-1000-10481 | INTEREST RECEIVABLE | 0.00 |
| 111-1000-11511 | ACCTS REC - MISC | 0.00 |
| 111-1000-11517 | ACCTS REC - SALES TAX | 0.00 |
| 111-1000-12810 | LEASE PAYMENTS RECEIVABLE | 0.00 |
| 111-1000-12996 | LOAN RECEIVABLE | 200,000.00 |
| 111-1000-12998 | ACCTS REC - FORGIVEABLE LOANS | 762,500.00 |
| 111-1000-14112 | INVENTORY - MATERIAL/ SUPPLY | 0.00 |
| 111-1000-14116 | INVENTORY - LAND & BUILDINGS | 18,235,686.52 |
| 111-1000-14310 | PREPAID EXPENSES - MISC | 0.00 |
| 111-1000-14410 | DEFERRED OUTFLOWS | 1,810,000.00 |
| | Total Assets: | 39,063,539.12 |
| | | <u>39,063,539.12</u> |
| Liability | | |
| 111-2000-20110 | FEDERAL INCOME TAX PAYABLE | 0.00 |
| 111-2000-20111 | MEDICARE PAYABLE | 0.00 |
| 111-2000-20112 | CHILD SUPPORT PAYABLE | 0.00 |
| 111-2000-20113 | CREDIT UNION PAYABLE | 0.00 |
| 111-2000-20114 | IRS LEVY PAYABLE | 0.00 |
| 111-2000-20115 | NATIONWIDE DEFERRED COMP | 0.00 |
| 111-2000-20116 | HEALTH INSUR PAY-EMPLOYEE | -2,919.26 |
| 111-2000-20117 | TMRS PAYABLE | 9,325.44 |
| 111-2000-20118 | ROTH IRA PAYABLE | 0.00 |
| 111-2000-20119 | WORKERS COMP PAYABLE | 0.00 |
| 111-2000-20120 | FICA PAYABLE | 0.00 |
| 111-2000-20121 | TEC PAYABLE | 0.00 |
| 111-2000-20122 | STUDENT LOAN LEVY PAYABLE | 0.00 |
| 111-2000-20123 | ALIMONY PAYABLE | 0.00 |
| 111-2000-20124 | BANKRUPTCY PAYABLE | 0.00 |
| 111-2000-20125 | VALIC DEFERRED COMP | 0.00 |
| 111-2000-20126 | ICMA PAYABLE | 0.00 |
| 111-2000-20127 | EMP. LEGAL SERVICES PAYABLE | 0.00 |
| 111-2000-20130 | FLEXIBLE SPENDING ACCOUNT | 0.00 |
| 111-2000-20131 | EDWARD JONES DEFERRED COMP | 0.00 |
| 111-2000-20132 | EMP CARE FLITE | 0.00 |
| 111-2000-20133 | Unemployment Comp Payable | 278.80 |
| 111-2000-20136 | HSA PAYABLE | 500.00 |
| 111-2000-20151 | ACCRUED WAGES PAYABLE | 0.00 |
| 111-2000-20180 | ADDIT EMPLOYEE INSUR PAY | 107.22 |
| 111-2000-20199 | MISC PAYROLL PAYABLE | 0.00 |
| 111-2000-20201 | AP PENDING | 15,206.24 |
| 111-2000-20210 | ACCOUNTS PAYABLE | 0.00 |
| 111-2000-20530 | PROPERTY TAXES PAYABLE | 0.00 |
| 111-2000-20540 | NOTES PAYABLE | 1,810,000.00 |
| 111-2000-20610 | RETAINAGE PAYABLE | 579,844.70 |
| 111-2000-20810 | DUE TO GENERAL FUND | 0.00 |
| 111-2000-22270 | DEFERRED INFLOW | 0.00 |
| 111-2000-22275 | DEF INFLOW - LEASE PRINCIPAL | 0.00 |

Balance Sheet

As Of 03/31/2026

| Account | Name | Balance |
|-------------------------------------|---|-----------------------------|
| 111-2000-22280 | DEFERRED INFLOW - LEASE INT | 0.00 |
| 111-2000-22915 | RENTAL DEPOSITS | 1,200.00 |
| | Total Liability: | 2,413,543.14 |
| Equity | | |
| 111-3000-34110 | FUND BALANCE - RESERVED | 0.00 |
| 111-3000-34590 | FUND BALANCE-UNRESERV/UNDESIG | 27,987,131.81 |
| | Total Beginning Equity: | 27,987,131.81 |
| Total Revenue | | 11,525,072.07 |
| Total Expense | | 2,862,207.90 |
| Revenues Over/Under Expenses | | 8,662,864.17 |
| | Total Equity and Current Surplus (Deficit): | 36,649,995.98 |
| | Total Liabilities, Equity and Current Surplus (Deficit): | <u>39,063,539.12</u> |

Balance Sheet

As Of 03/31/2026

| Account | Name | Balance |
|--|---|-------------------------|
| Fund: 922 - GEN LONG TERM DEBT (WEDC) | | |
| Assets | | |
| 922-1000-10312 | GOVERNMENT NOTES | 0.00 |
| 922-1000-18110 | LOAN - WEDC | 0.00 |
| 922-1000-19050 | DEF OUTFLOW TMRS CONTRIBUTIONS | 56,380.29 |
| 922-1000-19051 | DEF OUTFLOW SDBF CONTRIBUTIONS | 1,532.00 |
| 922-1000-19075 | DEF OUTFLOW - INVESTMENT EXP | 0.48 |
| 922-1000-19100 | DEF OUTFLOW - ACT EXP/ASSUMP | 54,546.78 |
| 922-1000-19125 | (GAIN)/LOSS ON ASSUMPTION CHGS | -21,578.41 |
| 922-1000-19126 | DEF INFLOW SDBF CONTRIBUTIONS | -3,476.00 |
| | Total Assets: | 87,405.14 |
| | | <u>87,405.14</u> |
| Liability | | |
| 922-2000-20310 | COMPENSATED ABSENCES PAYABLE | 47,001.64 |
| 922-2000-20311 | COMP ABSENCES PAYABLE-CURRENT | 32,300.82 |
| 922-2000-21410 | ACCRUED INTEREST PAYABLE | 44,848.94 |
| 922-2000-28205 | WEDC LOANS/CURRENT | 532,939.96 |
| 922-2000-28246 | GOVCAP LOAN/KIRBY | 6,602,913.51 |
| 922-2000-28247 | JARRARD LOAN | 9,258.28 |
| 922-2000-28248 | GOVCAP LOAN/SERIES 2022 | 6,993,178.75 |
| 922-2000-28249 | GOVCAP LOAN/SERIES 2025 | 6,628,557.20 |
| 922-2000-28251 | GOVCAP LOAN/SERIES 2026 | 9,483,515.28 |
| 922-2000-29150 | NET PENSION LIABILITY | 220,716.17 |
| 922-2000-29151 | SDBF LIABILITY | 7,871.00 |
| | Total Liability: | 30,603,101.55 |
| Equity | | |
| 922-3000-34590 | FUND BALANCE-UNRESERV/UNDESIG | -21,202,413.25 |
| 922-3000-35900 | UNRESTRICTED NET POSITION | -120,264.00 |
| | Total Beginning Equity: | -21,322,677.25 |
| Total Revenue | | -9,600,000.00 |
| Total Expense | | -406,980.84 |
| Revenues Over/Under Expenses | | -9,193,019.16 |
| | Total Equity and Current Surplus (Deficit): | -30,515,696.41 |
| | Total Liabilities, Equity and Current Surplus (Deficit): | <u>87,405.14</u> |

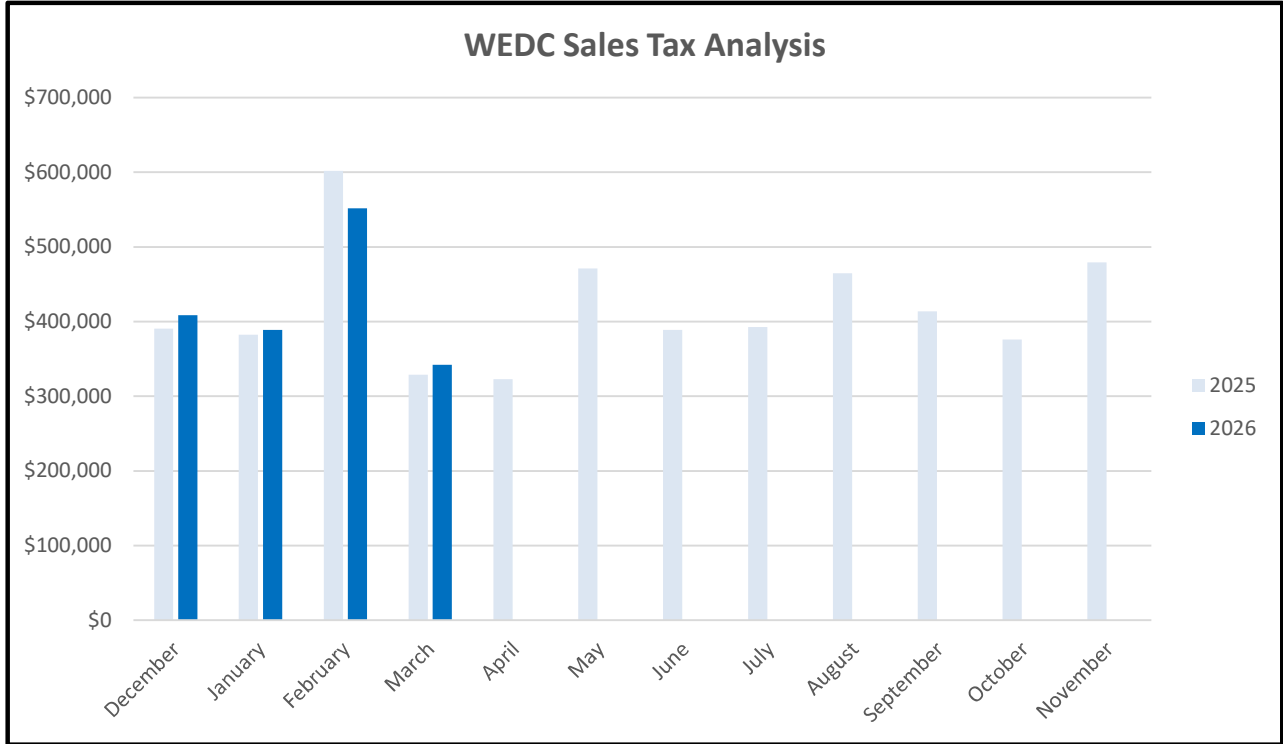
Wylie Economic Development Corporation

SALES TAX REPORT

March 31, 2026

BUDGETED YEAR

| MONTH | FY 2023 | FY 2024 | FY 2025 | FY 2026 | DIFF 25 vs. 26 | % DIFF 25 vs. 26 |
|------------------|------------------------|------------------------|------------------------|------------------------|-----------------------|---------------------|
| DECEMBER | \$ 338,726.54 | \$ 374,686.38 | \$ 390,604.04 | \$ 408,728.64 | \$ 18,124.60 | 4.64% |
| JANUARY | \$ 368,377.73 | \$ 393,994.39 | \$ 382,610.55 | \$ 388,798.25 | \$ 6,187.71 | 1.62% |
| FEBRUARY | \$ 480,381.11 | \$ 265,491.94 | \$ 602,324.24 | \$ 551,977.23 | \$ (50,347.01) | -8.36% |
| MARCH | \$ 313,686.17 | \$ 577,757.71 | \$ 329,048.32 | \$ 342,089.27 | \$ 13,040.96 | 3.96% |
| APRIL | \$ 310,050.94 | \$ 341,335.06 | \$ 322,976.93 | \$ - | | |
| MAY | \$ 434,878.33 | \$ 448,671.55 | \$ 471,458.46 | \$ - | | |
| JUNE | \$ 330,236.89 | \$ 377,949.25 | \$ 388,872.57 | \$ - | | |
| JULY | \$ 379,162.00 | \$ 374,225.20 | \$ 392,577.13 | \$ - | | |
| AUGUST | \$ 448,253.70 | \$ 463,185.29 | \$ 464,675.10 | \$ - | | |
| SEPTEMBER | \$ 371,880.65 | \$ 408,571.56 | \$ 413,833.25 | \$ - | | |
| OCTOBER | \$ 377,466.67 | \$ 402,154.81 | \$ 376,060.96 | \$ - | | |
| NOVEMBER | \$ 458,694.91 | \$ 446,217.04 | \$ 479,646.12 | \$ - | | |
| Sub-Total | \$ 4,611,795.64 | \$ 4,874,240.18 | \$ 5,014,687.65 | \$ 1,691,593.39 | \$ (12,993.74) | -0.76% |
| Total | \$ 4,611,795.64 | \$ 4,874,240.18 | \$ 5,014,687.65 | \$ 1,691,593.39 | \$ (12,993.74) | -0.76% |



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: March SlsTx Revenue is actually January SlsTx and is therefore the 4th allocation in FY26.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

March 31, 2026

| PERFORMANCE AGREEMENTS | TOTAL INCENTIVE | | | | | | | REMAINING AFTER CURRENT FY | PREVIOUS FY PAYMENTS | TOTAL INCENTIVE | |
|----------------------------|------------------------|---------------------|----------------------|----------------------|-------------|-------------|-------------|----------------------------|----------------------|------------------------|---|
| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | | | | | |
| AMERICAN ENTITLEMENTS II | \$ 35,000.00 | \$ 10,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 25,000.00 | \$ 35,000.00 | |
| GLEN ECHO BREWING | \$ 100,000.00 | \$ 20,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 80,000.00 | \$ 100,000.00 | A |
| PHOENIX ASCENDING | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | B |
| CATES/LANSRING INVESTMENTS | \$ 600,000.00 | \$ - | \$ 300,000.00 | \$ 300,000.00 | \$ - | \$ - | \$ - | \$ 600,000.00 | \$ - | \$ 600,000.00 | C |
| SCSD | \$ 1,200,000.00 | \$ - | \$ 600,000.00 | \$ 600,000.00 | \$ - | \$ - | \$ - | \$ 1,200,000.00 | \$ - | \$ 1,200,000.00 | |
| | <u>\$ 1,935,000.00</u> | <u>\$ 30,000.00</u> | <u>\$ 900,000.00</u> | <u>\$ 900,000.00</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 1,800,000.00</u> | <u>\$ 105,000.00</u> | <u>\$ 1,935,000.00</u> | |
| | | | | | | | | <i>Deferred Outflow</i> | \$ 1,810,000.00 | | |

A. Performance Agreement (\$100,000) and Forgivable Land Grant (\$100,000 forgiven over 3 years). **\$33,000 CO, \$33,000 in 2025, and \$34,000 in 2026.**

B. Forgivable Land Grant (\$450,000 forgiven over 4 years). **\$112,500 CO & \$112,500/year in 2027, 2028, & 2029.**

C. Performance Agreement (\$600,000) and Forgivable Land Grant (\$425,000 forgiven over 4 years) \$106,250 CO, \$106,250 in 2027, \$106,250 in 2028, \$106,250 in 2029

Wylie Economic Development Corporation

Inventory Subledger (Land)

March 31, 2026

| | Property | Purchase Date | Address | Acreage | SF | Improvements | Cost Basis | Sub-totals | |
|---------------------------------------|-------------------------|---------------------|-----------------------------------|----------------------|---------------------|---------------------|----------------------------|-------------------------|-------------------------|
| Cooper St. | McMasters | 7/12/05 | 709 Cooper | 0.4750 | 20691 | n/a | \$ 202,045.00 | | |
| | Heath | 12/28/05 | 706 Cooper | 0.4640 | 20212 | \$ 180,414.00 3,625 | \$ 186,934.22 | | |
| | Perry | 9/13/06 | 707 Cooper | 0.4910 | 21388 | n/a | \$ 200,224.00 | | |
| | Bowland/Anderson | 10/9/07 | Cooper Dr. | 0.3720 | 16204 | n/a | \$ 106,418.50 | | |
| | Duel Products | 9/7/12 | 704 Cooper Dr. | 0.5000 | 21780 | n/a | \$ 127,452.03 | | |
| | Randack | 10/23/12 | 711-713 Cooper Dr. | 1.0890 | 47437 | n/a | \$ 400,334.00 | | |
| | Lot 2R3 | 7/24/14 | Cooper Dr. | 0.9500 | 41382 | n/a | \$ 29,056.00 | \$ 1,252,463.75 | |
| Regency Dr. | Steel/Hooper | 12/29/22 | Lot 2R Heimberger Industrial Park | 3.6885 | 160671 | n/a | \$ 345,441.57 | \$ 345,441.57 | |
| 544 Corridor | Blakey | 9/29/25 | Davidson Survey, Tract 46 & 42 | 8.573 | 373440 | n/a | \$ 4,481,819.61 | | |
| | Dempsey | 12/17/25 | 2002 W Kirby St | 3.660 | 159430 | n/a | \$ 2,266,681.38 | \$ 6,748,500.99 | |
| 544 Gateway | Lot 2R (under contract) | Replat 1/23 | 544 Gateway Addition | 1.483 | 64617 | n/a | \$ 793,033.69 | | |
| | (Lot 6 Sold) | Lot 3R | Replat 1/23 | 544 Gateway Addition | 0.846 | 36847 | n/a | \$ 452,217.10 | |
| | (Lot 1R Sold) | Lot 4R | Replat 1/23 | 544 Gateway Addition | 1.183 | 51518 | n/a | \$ 632,271.85 | |
| | (Lot 5R Sold) | Lot 7R | Replat 1/23 | 544 Gateway Addition | 0.931 | 40576 | n/a | \$ 497,982.50 | \$ 2,375,505.14 |
| Downtown | Heath | 3/17/14 | 104 N. Jackson | 0.1720 | 7492 | n/a | \$ 220,034.00 | | |
| | Udoh | 2/12/14 | 109 Marble | 0.1700 | 7405 | n/a | \$ 70,330.00 | | |
| | Peddicord | 12/12/14 | 100 W. Oak St | 0.3481 | 15163 | n/a | \$ 486,032.00 | | |
| | City Lot | 12/12/14 | 108/110 Jackson | 0.3479 | 15155 | n/a | \$ - | | |
| | Pawn Shop/All The Rave | 1/7/22 | 104 S. Ballard | 0.0860 | 3746 | n/a | \$475,441.20 | | |
| | FBC Lot | 6/15/16 | 111 S. Ballard St | 0.2000 | 8712 | n/a | \$ 150,964.00 | | |
| | FFA Village | 1/7/18 | 102 N. Birmingham | 0.1700 | 7405 | n/a | \$ 99,804.00 | | |
| | Boyd | 7/28/21 | 103 S. Ballard | 0.0760 | 3311 | n/a | \$ 328,792.20 | | |
| | Keefer | 10/27/21 | 401 N. Keefer Dr | 0.4890 | 21301 | n/a | \$ 237,951.39 | | |
| | Parupia | 8/19/22 | 200 W Brown | 0.0770 | 3354 | n/a | \$ 159,325.57 | | |
| | UP Lot | 9/30/22 | UP Lot | 0.4760 | 20735 | n/a | \$ 82,126.92 | | |
| | Brothers JV | 2/26/19 | 306 & 308 N. 2nd Street | 0.3770 | 16422 | n/a | \$ 145,923.04 | | |
| | Pulliam | 2/27/19 | 300 N. 2nd Street | 0.2570 | 11195 | n/a | \$ 218,472.20 | | |
| | Swayze | 4/18/19 | 208 N. 2nd Street | 0.2580 | 11238 | n/a | \$ 187,501.40 | | |
| Swayze | 5/9/19 | 204 N. 2nd Street | 0.2580 | 11238 | n/a | \$ 187,658.20 | | | |
| Kreymer | 10/9/19 | 302 N. 2nd Street | 0.1290 | 5619 | \$ 207,286.00 1,386 | \$ 187,941.76 | | | |
| City of Wylie | 5/14/20 | ROW Purchase/Alleys | 0.6126 | 26685 | n/a | \$ 26,684.86 | \$ 3,264,982.74 | | |
| South Ballard | Birmingham Trust | 6/3/15 | 505 - 607 S. Ballard | 1.1190 | 48744 | n/a | \$ 409,390.00 | | |
| | Murphy | 3/7/19 | 701 S. Ballard | 0.2000 | 8712 | n/a | \$ 172,487.04 | | |
| | Marlow | 3/31/22 | 305 S. Ballard | 0.1865 | 8125 | n/a | \$ 186,154.60 | | |
| | Braley | 7/22/19 | 503 S. Ballard | 0.2558 | 11142 | n/a | \$ 177,397.96 | \$ 945,429.60 | |
| Brown & 78 (Lot 1 Sold) | Lot 2 | Final Plat 10/24 | Cooper Plaza | 1.0144 | 44188 | n/a | \$ 339,071.64 | | |
| | Lot 3 | Final Plat 10/25 | Cooper Plaza | 0.9072 | 39518 | n/a | \$ 303,236.92 | | |
| | Lot 4 | Final Plat 10/26 | Cooper Plaza | 1.6154 | 70365 | n/a | \$ 539,937.90 | | |
| | Lot 5 | Final Plat 10/27 | Cooper Plaza | 1.8135 | 78996 | n/a | \$ 606,166.90 | | |
| | Lot 6 | Final Plat 10/28 | Cooper Plaza | 2.9784 | 129737 | n/a | \$ 995,522.25 | | |
| | Lot 7 | Final Plat 10/29 | Cooper Plaza | 1.5540 | 67692 | n/a | \$ 519,426.93 | \$ 3,303,362.54 | |
| | Total | | | | 40.8538 | | \$ 387,700.00 5,011 | \$ 18,235,686.33 | \$ 18,235,686.33 |



Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:** _____
Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

March 31, 2026

| ACCOUNT DESCRIPTION | ANNUAL BUDGET 2025-2026 | CURRENT MONTH ACTUAL 2025-2026 | YTD ACTUAL 2025-2026 | YTD ACTUAL AS A PERCENT OF BUDGET | Benchmark 50.00% |
|---|-------------------------------|--------------------------------------|-------------------------|---|---------------------|
| GENERAL FUND REVENUE SUMMARY | | | | | |
| TAXES | 48,362,681 | 1,347,720 | 40,251,179 | 83.23% | A |
| FRANCHISE FEES | 3,056,091 | 301,292 | 1,873,721 | 61.31% | B |
| LICENSES AND PERMITS | 787,000 | 110,261 | 412,680 | 52.44% | C |
| INTERGOVERNMENTAL REV. | 4,142,845 | 99,515 | 1,491,945 | 36.01% | D |
| SERVICE FEES | 7,054,326 | 640,202 | 3,324,438 | 47.13% | E |
| COURT FEES | 368,800 | 60,448 | 242,886 | 65.86% | |
| INTEREST INCOME | 1,190,864 | 73,312 | 350,921 | 29.47% | F |
| MISCELLANEOUS INCOME | 224,835 | 23,975 | 240,362 | 106.91% | |
| OTHER FINANCING SOURCES | 2,950,992 | 5,000 | 2,958,077 | 100.24% | G |
| REVENUES | 68,138,434 | 2,661,726 | 51,146,209 | 75.06% | |
| USE OF FUND BALANCE | 0 | 0 | 0 | 0.00% | |
| USE OF CARRY-FORWARD FUNDS | 929,417 | NA | NA | NA | H |
| TOTAL REVENUES | 69,067,851 | 2,661,726 | 51,146,209 | 74.05% | |
| GENERAL FUND EXPENDITURE SUMMARY | | | | | |
| CITY COUNCIL | 111,092 | 5,409 | 60,841 | 54.77% | |
| CITY MANAGER | 1,535,252 | 112,679 | 670,550 | 43.68% | |
| CITY SECRETARY | 676,983 | 38,823 | 258,877 | 38.24% | |
| CITY ATTORNEY | 300,000 | 1,094 | 47,076 | 15.69% | |
| FINANCE | 1,592,728 | 130,190 | 905,054 | 56.82% | I |
| FACILITIES | 1,203,949 | 113,683 | 518,012 | 43.03% | |
| MUNICIPAL COURT | 745,967 | 53,412 | 299,385 | 40.13% | |
| HUMAN RESOURCES | 1,015,855 | 124,941 | 455,429 | 44.83% | |
| PURCHASING | 377,045 | 26,684 | 153,293 | 40.66% | |
| INFORMATION TECHNOLOGY | 2,797,868 | 100,978 | 1,477,198 | 52.80% | J |
| POLICE | 17,759,615 | 1,245,198 | 7,862,819 | 44.27% | |
| FIRE | 15,265,791 | 1,297,137 | 7,110,261 | 46.58% | |
| EMERGENCY COMMUNICATIONS | 3,393,851 | 138,524 | 1,202,731 | 35.44% | |
| ANIMAL CONTROL | 1,035,538 | 67,405 | 368,015 | 35.54% | |
| EMERGENCY MEDICAL SERVICES | 3,020,482 | 243,806 | 1,393,963 | 46.15% | |
| PLANNING | 455,133 | 33,356 | 196,281 | 43.13% | |
| BUILDING INSPECTION | 631,143 | 43,063 | 257,520 | 40.80% | |
| CODE ENFORCEMENT | 377,036 | 29,964 | 145,159 | 38.50% | |
| STREETS | 5,036,571 | 330,763 | 1,980,091 | 39.31% | |
| PARKS | 2,664,408 | 180,807 | 984,976 | 36.97% | |
| LIBRARY | 2,930,001 | 225,803 | 1,285,153 | 43.86% | |
| COMBINED SERVICES | 6,378,077 | 200,269 | 2,589,071 | 40.59% | |
| TOTAL EXPENDITURES | 69,304,385 | 4,743,989 | 30,221,755 | 43.61% | |
| REVENUES OVER/(UNDER) EXPENDITURES | -236,534 | -2,082,263 | 20,924,455 | 30.44% | |
| A. Property tax payments are at 101% for fiscal year 2025-26 compared to 98% for same time last year. Sales tax is on a 2 month lag and four months have been received. Sales tax is .76% lower than same time last year. | | | | | |
| B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority. FEC yearly payment has been received. | | | | | |
| C. Licenses and Permits are down 16% from same time last year. | | | | | |
| D. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements which are billed quarterly and Fire Services which are billed quarterly and annually. | | | | | |
| E. Service Fees: Trash fees billed in October are applicable towards FY 2024-25 revenue and five months have been received. The remaining fees are from other seasonal fees. | | | | | |
| F. Interest Rates have gone down since budget was developed in June. | | | | | |
| G. Yearly transfer from Utility Fund. | | | | | |
| H. Largest Carry Forward items: \$257,314 for Hail Damage Vehicle Repair, \$317,939 for Armored Vehicle, \$160,000 for Striping of Country Club, \$107,900 for 2023 TXDOT HSIP FM544 Program Signals and Lights, \$123,208 Dump Truck | | | | | |
| I. Annual appraisal and audit fees. | | | | | |
| J. Annual maintenance agreements | | | | | |

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

March 31, 2026

| ACCOUNT DESCRIPTION | ANNUAL BUDGET 2025-2026 | CURRENT MONTH ACTUAL 2025-2026 | YTD ACTUAL 2025-2026 | YTD ACTUAL AS A PERCENT OF BUDGET | Benchmark 50.00% |
|---|-------------------------------|--------------------------------------|-------------------------|---|---------------------|
| UTILITY FUND REVENUES SUMMARY | | | | | |
| SERVICE FEES | 33,948,189 | 2,351,301 | 12,992,170 | 38.27% | K |
| INTEREST INCOME | 1,138,074 | 64,061 | 466,367 | 40.98% | L |
| MISCELLANEOUS INCOME | 70,000 | 1,320 | 34,483 | 49.26% | |
| OTHER FINANCING SOURCES | | | | 0.00% | |
| REVENUES | 35,156,263 | 2,416,682 | 13,493,019 | 38.38% | |
| USE OF FUND BALANCE | 0 | NA | 0 | 0 | |
| USE OF CARRY-FORWARD FUNDS | 117,464 | NA | NA | NA | M |
| TOTAL REVENUES | 35,273,727 | NA | 13,493,019 | 38.25% | |
| UTILITY FUND EXPENDITURE SUMMARY | | | | | |
| UTILITY ADMINISTRATION | 842,728 | 43,918 | 326,846 | 38.78% | |
| UTILITIES - WATER | 3,624,606 | 181,012 | 1,026,150 | 28.31% | |
| CITY ENGINEER | 1,769,861 | 79,804 | 398,449 | 22.51% | N |
| UTILITIES - SEWER | 2,624,874 | 161,480 | 896,493 | 34.15% | |
| CUSTOMER SERVICE | 1,898,070 | 155,042 | 893,668 | 47.08% | |
| COMBINED SERVICES | 24,131,193 | 1,532,513 | 14,361,510 | 59.51% | O |
| TOTAL EXPENDITURES | 34,891,332 | 2,153,768 | 17,903,115 | 51.31% | |
| REVENUES OVER/(UNDER) EXPENDITURES | 382,394 | 262,914 | -4,410,096 | -13.06% | |
| <p>K. Most Utility Fund Revenue billed in October was applicable to FY 2024-25. Only five months have been received. Largest water usage is in the summer.</p> <p>L. Interest Rates have gone down since the budget was developed in June.</p> <p>M. Largest Carry Forward items: \$40,337 Dogwood Waterline Replacement Design, \$27,247 Stormwater Fee Study, \$90,000 SCADA Upgrades</p> <p>N. Open Engineer Position</p> <p>O. Annual transfer to the General Fund.</p> | | | | | |



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject
Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2026.

Recommendation
Motion to approve the Item as submitted.

Discussion
The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

City Of Wylie

2025-2026 Investment Report March 31, 2026

Money Market Accounts:
Certificates of Deposit:
Treasury Bills:
Treasury Notes:
Government Agency Notes:

| |
|---------|
| MMA |
| CCD |
| T-Bills |
| T-Notes |
| AN |

| Invest. Number | Principal Amount | Type Of Security | Interest Rate | Issuer | Purchase Date | Maturity Date |
|----------------|------------------|------------------|---------------|---------|---------------|---------------|
| 1 | \$18,233,063.21 | MMA | 3.6724% | Texpool | 12/31/2006 | NA |
| 2 | \$18,862,419.94 | MMA | 3.6513% | TexStar | 3/15/2011 | NA |
| | \$37,095,483.15 | | | | | |

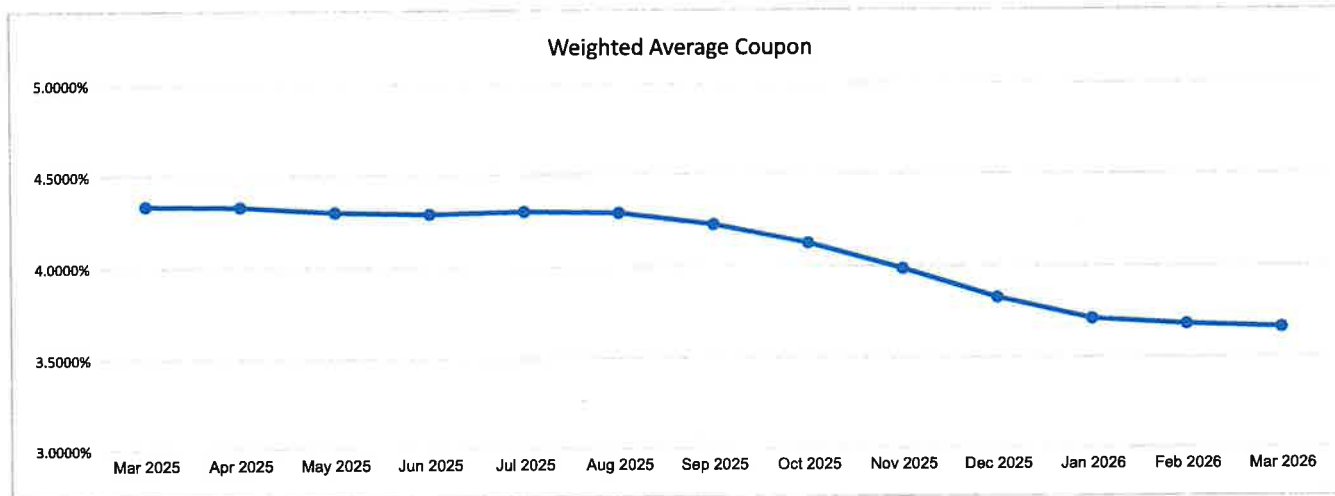
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

| |
|---------|
| 3.6617% |
| 1.00 |

Money Markets:
Certificates of Deposits:

| |
|-----------------|
| \$37,095,483.15 |
| \$0.00 |
| \$37,095,483.15 |



Melissa Brown 4-14-26
 Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2026-18 amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached in Exhibit A for the requested items, which are located within the General Fund, Utility Fund, Municipal Court Special Revenue Funds, and Fire Development Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases or expenditure increases.

General Fund salary and benefits savings from the first half of the fiscal year are included in the amendment in the amount of \$764,293, and Utility Fund salary and benefits savings in the amount of \$262,718. The 4B Sales Tax Fund had no personnel changes.

ORDINANCE NO. 2026-18

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2025-32, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Ordinance No. 2025-32 setting forth the Budget for Fiscal Year 2025-2026 beginning October 1, 2025, and ending September 30, 2026; 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 2025-2026 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 2025-2026 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2026-18, are completely adopted and approved as amendments to the said FY 2025-2026 Budget.

SECTION II: All portions of the existing FY 2025-2026 Budget and Ordinance No. 2025-32, 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 28th day of April, 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

FY 2026 Mid Year Adjustments

Salary & Benefits Savings

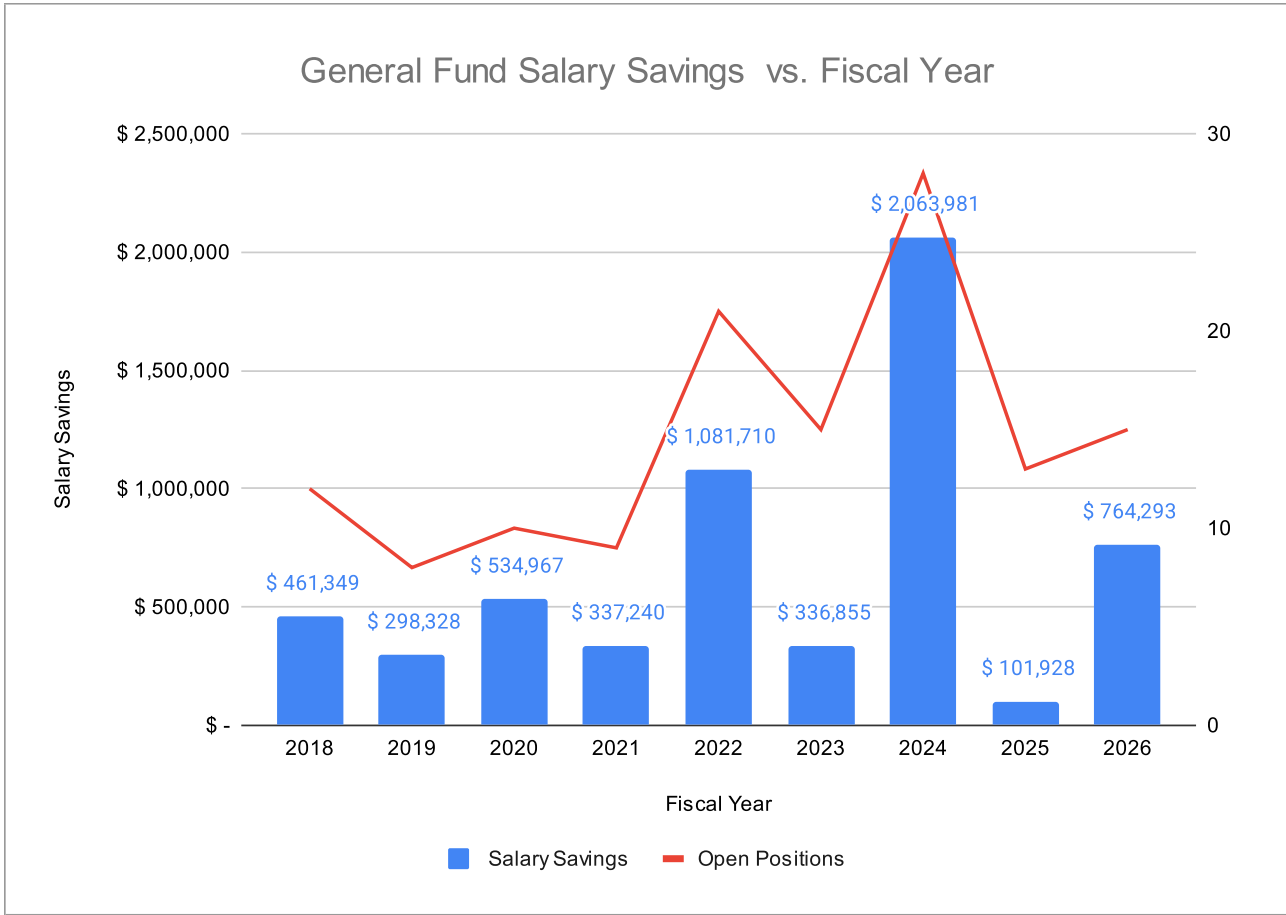
Exhibit A

FY 2026 General Fund Budget Adjustments

| | | | |
|--------------------------|----|----------------|---------------------------------------|
| City Council | \$ | 31 | WORKERS COMP |
| City Manager | \$ | (10,495) | |
| City Secretary | \$ | 7,595 | |
| Finance | \$ | (8,953) | |
| Facilities | \$ | 26,897 | |
| Municipal Court | \$ | 32,443 | |
| Human Resources | \$ | 37,098 | SALARY DIFFERENCES |
| Purchasing | \$ | (1,934) | |
| Information Technology | \$ | 14,703 | |
| Police | \$ | 369,185 | OPEN POSITIONS/INSURANCE/WORKERS COMP |
| Fire | \$ | 45,598 | OPEN POSITIONS/INSURANCE/WORKERS COMP |
| Emergency Communications | \$ | 107,397 | OPEN POSITIONS/INSURANCE/WORKERS COMP |
| Animal Control | \$ | 46,256 | OPEN POSITIONS/INSURANCE/WORKERS COMP |
| EMS | \$ | (34,444) | HOLIDAY PAY NOT BUDGETED |
| Planning | \$ | (4,470) | |
| Building Inspections | \$ | 6,426 | |
| Code Enforcement | \$ | (1,270) | |
| Streets | \$ | 58,784 | OPEN POSITIONS/INSURANCE/WORKERS COMP |
| Parks | \$ | 12,828 | INSURANCE |
| Library | \$ | 60,619 | OPEN POSITIONS/INSURANCE |
| | \$ | <u>764,293</u> | |

FY 2026 Utility Fund Budget Adjustments

| | | | |
|--------------------|----|----------------|---|
| Utility Fund Admin | \$ | 10,431 | INSURANCE |
| Water | \$ | 53,568 | OPEN POSITIONS |
| Wastewater | \$ | 13,751 | INSURANCE |
| Engineering | \$ | 189,653 | OPEN ENGINEER POSITION/REMOVED FROM BUDGET /INSURANCE |
| Customer Service | \$ | (4,685) | |
| | \$ | <u>262,718</u> | |



| Fiscal Year | Salary Savings | Open Positions |
|-------------|----------------|----------------|
| 2018 | \$ 461,349 | 12 |
| 2019 | \$ 298,328 | 8 |
| 2020 | \$ 534,967 | 10 |
| 2021 | \$ 337,240 | 9 |
| 2022 | \$ 1,081,710 | 21 |
| 2023 | \$ 336,855 | 15 |
| 2024 | \$ 2,063,981 | 28 |
| 2025 | \$ 101,928 | 13 |
| 2026 | \$ 764,293 | 15 |

Open position numbers are current positions - salary savings account for how long positions are open and salary of open positions.

City of Wylie
FY 2026 Mid-Year Adjustments

| Fund/Account | Account Description | Mid-Year Description | Amount | Additional Description |
|--|------------------------------------|--|-------------------|--|
| 100-4000-48410 | Miscellaneous Income | Ballistic Vest Reimbursement Allocation | (17,530.00) | |
| 100-4000-48410 | Miscellaneous Income | LEOSE Reimbursement | (10,916.00) | |
| 100-4000-48440 | Contributions/Donations | Catholic Foundation Donation | (5,779.00) | |
| 100-4000-49600 | Insurance Recoveries | Damage to Two Police Vehicles | (44,935.00) | |
| 100-4000-49600 | Insurance Recoveries | Damage to EMS Vehicle | (7,983.00) | |
| 100-5211-56210 | Travel & Training | LEOSE Reimbursement | 5,458.00 | Funded From Comptroller |
| 100-5211-52710 | Wearing Apparel and Uniforms | Ballistic Vest Reimbursement Allocation | 17,530.00 | Funded from Ballistic Vest Reimbursement |
| 100-5211-58510 | Motor Vehicles | Replacement Two Damaged Vehicles | 95,500.00 | |
| 100-5241-56210 | Motor Vehicles Maintenance | Repair EMS Supervisor Vehicle | 7,983.00 | |
| 100-5261-54510 | Travel & Training | LEOSE Reimbursement | 5,458.00 | Funded From Comptroller |
| 100-5551-52130 | Tools & Equipment | Enhance Library Services | 5,779.00 | Funded From Donation |
| 100-5181-56040 | Special Services | USACE Mitigation Plan Carry Forward | 196,295.00 | Carry Forward from FY 2025 Budget |
| TOTAL GENERAL FUND | | | 246,860.00 | |
| 611-5715-52350 | Meter/Service Connect Supplies | New Meters and Connection Supplies | 300,000.00 | |
| 611-5719-56310 | Insurance | Increase in Insurance Costs | 7,006.00 | |
| TOTAL UTILITY FUND | | | 307,006.00 | |
| 133-5643-56040 | Special Services | Increase Contract Fee for Public Safety Consultant | 10,000.00 | |
| TOTAL FIRE DEVELOPMENT FUND | | | 10,000.00 | |
| 112-5625-56310 | Insurance | Increase in Insurance Costs | 3,170.00 | |
| TOTAL 4B SALES TAX FUND | | | 3,170.00 | |
| 150-4000-45134 | Court Security and Technology Fees | New Fund to Combine Technology and Security Fees | (18,000.00) | |
| 151-4000-45135 | Court Technology Fees | Revenue Moved to New Fund | 8,000.00 | |
| 152-400045136 | Court Bldg Sec Fees | Revenue Moved to New Fund | 10,000.00 | |
| TOTAL MUNICIPAL COURT SPECIAL REVENUE FUNDS | | | 0.00 | |

GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES

| | BUDGET 2025-2026 | PROJECTED PERSONNEL SAVINGS | OTHER AMENDMENTS | AMENDED FY 2025-2026 |
|---|---------------------|--------------------------------|---------------------|-------------------------|
| BEGINNING FUND BALANCE | \$23,162,890 | | | \$23,162,890 |
| REVENUES: | | | | |
| Ad Valorem Taxes | 37,501,013 | | | 37,501,013 |
| Sales Taxes | 10,861,668 | | | 10,861,668 |
| Franchise Fees | 3,056,091 | | | 3,056,091 |
| Licenses & Permits | 787,000 | | | 787,000 |
| Intergovernmental Revenues | 4,142,845 | | | 4,142,845 |
| Service Fees | 7,054,326 | | | 7,054,326 |
| Fines and Forfeitures | 368,800 | | | 368,800 |
| Interest & Miscellaneous | 1,415,699 | | 34,225 | 1,449,924 |
| Total Revenues | 65,187,442 | | 34,225 | 65,221,667 |
| OTHER FINANCING SOURCES: | | | | |
| Transfers from Other Funds/Other Financing Sources | 2,950,992 | | 52,918 | 3,003,910 |
| Use of Fund Balance for Carry-Forward Items | 929,417 | | | 929,417 |
| Total Other Financing Sources | 3,880,409 | | 52,918 | 3,933,327 |
| Total Revenues & Other Financing Sources | 69,067,851 | 0 | 87,143 | 69,154,994 |
| EXPENDITURES: | | | | |
| General Government | | | | |
| City Council | 111,092 | \$ 31 | | 111,061 |
| City Manager | 1,535,252 | \$ (10,495) | | 1,545,747 |
| City Secretary | 676,983 | \$ 7,595 | | 669,389 |
| City Attorney | 300,000 | \$ - | | 300,000 |
| Finance | 1,592,728 | \$ (8,953) | | 1,601,681 |
| Facilities | 1,203,949 | \$ 26,897 | | 1,177,052 |
| Municipal Court | 745,967 | \$ 32,443 | | 713,524 |
| Human Resources | 1,015,855 | \$ 37,098 | | 978,756 |
| Purchasing | 377,045 | \$ (1,934) | | 378,978 |
| Information Technology | 2,797,868 | \$ 14,703 | | 2,783,164 |
| Public Safety | | | | 0 |
| Police | 17,759,615 | \$ 369,185 | 118,488 | 17,508,917 |
| Fire | 15,265,791 | \$ 45,598 | 7,983 | 15,228,176 |
| Emergency Communications | 3,393,851 | \$ 107,397 | 5,458 | 3,291,912 |
| Animal Control | 1,035,538 | \$ 46,256 | | 989,282 |
| Emergency Medical Services | 3,020,482 | \$ (34,444) | | 3,054,926 |
| Development Services | | | | |
| Planning | 455,133 | \$ (4,470) | | 459,602 |
| Building Inspections | 631,143 | \$ 6,426 | | 624,717 |
| Code Enforcement | 377,036 | \$ (1,270) | | 378,306 |
| Streets | 5,036,571 | \$ 58,784 | | 4,977,787 |
| Community Services | | | | |
| Parks | 2,664,408 | \$ 12,828 | | 2,651,580 |
| Library | 2,930,001 | \$ 60,619 | 5,779 | 2,875,161 |
| Combined Services | 6,378,077 | 0 | 196,295 | 6,574,372 |
| Total Expenditures | 69,304,383 | 764,293 | 334,003 | 68,874,093 |
| Transfers to Other Funds/Other Financing | 0 | | 0 | 0 |
| ENDING FUND BALANCE | \$22,926,358 | 764,293 | 246,860 | \$23,443,791 |

UTILITY FUND
STATEMENT OF REVENUES AND EXPENDITURES

| | BUDGET 2025-2026 | PROJECTED PERSONNEL SAVINGS | OTHER AMENDMENTS | AMENDED FY 2025-2026 |
|---|---------------------|--------------------------------|---------------------|-------------------------|
| BEGINNING FUND BALANCE | \$41,605,952 | | | \$41,605,952 |
| REVENUES: | | | | |
| Service Fees | 33,948,189 | | | 33,948,189 |
| Interest & Miscellaneous | 1,208,074 | | | 1,208,074 |
| Total Revenues | 35,156,263 | | 0 | 35,156,263 |
| OTHER FINANCING SOURCES: | | | | |
| Transfers from Other Funds/Other Financing Sources | 0 | | | 0 |
| Use of Fund Balance for Carry-Forward Items | 117,464 | | | 117,464 |
| Total Other Financing Sources | 117,464 | | 0 | 117,464 |
| Total Revenues & Other Financing Sources | 35,273,727 | 0 | 0 | 35,273,727 |
| EXPENDITURES: | | | | |
| Utility Administration | 842,728 | \$ 10,431 | | 832,297 |
| Utilities - Water | 3,624,606 | \$ 53,568 | | 3,571,038 |
| City Engineer | 1,769,861 | \$ 189,653 | | 1,580,208 |
| Utilities - Wastewater | 2,624,874 | \$ 13,751 | | 2,611,123 |
| Customer Service | 1,898,070 | \$ (4,685) | 300,000 | 2,202,755 |
| Combined Services | 21,330,201 | 0 | | 21,330,201 |
| Total Expenditures | 32,090,340 | 262,718 | 300,000 | 32,127,622 |
| Transfers to Other Funds/Other Financing | 2,800,992 | | | 2,800,992 |
| ENDING FUND BALANCE | \$41,988,347 | 262,718 | 300,000 | \$41,951,065 |

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

| | | | | | | | |
|------|---|----|---|----------|-------------|-------------|--------|
| RANK | 1 | OF | 4 | REQUEST: | LEOSE FUNDS | DEPARTMENT: | POLICE |
|------|---|----|---|----------|-------------|-------------|--------|

New Request: Yes New personnel? No Salary Grade: N/A

Funds already expensed? No Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
Reallocation of reimbursed funds to the Travel & Training Accounts for Wylie Fire & Rescue Telecommunicator for an annual allocation payment from Law Enforcement Officer Standards and Education. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code, which includes telecommunicators. By law these funds must be used for the continuing education of persons licensed under Chapter 1701, Occupations Code. The total funds allocated are \$10,915.50.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|---|-------------|
| 100 | 5211 | 56210 | Reimbursement Direct Deposit from LEOSE | \$ 5,458 |
| 100 | 5241 | 56210 | Reimbursement Direct Deposit from LEOSE | \$ 5,458 |
| 100 | 4000 | 48410 | LEOSE Allocation Emergency Communications | \$ (10,916) |
| | | | | |
| | | | | |
| TOTAL | | | | \$ - |

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

| | | | | | | | |
|------|---|----|---|----------|------------------------------|-------------|--------|
| RANK | 2 | OF | 4 | REQUEST: | BALLISTIC VEST REIMBURSEMENT | DEPARTMENT: | POLICE |
|------|---|----|---|----------|------------------------------|-------------|--------|

New Request: No New personnel? No Salary Grade: N/A

Funds already expended? Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
 Allocation of funds to the Wylie Police Department Wearing Apparel & Uniform account as reimbursement for the purchase of ballistic vests through the Ballistic Vest Program.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|---|-----------------------|
| 100 | 5211 | 52710 | Ballistic Vest Reimbursement Allocation | \$ 17,530 |
| 100 | 4000 | 48410 | Reimbursement for Purchased Ballistic Vests | \$ (17,530) estimated |
| | | | | |
| | | | | |
| TOTAL | | | | \$ - |

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

| | | | | | | | |
|------|---|----|---|----------|---------------|-------------|--------|
| RANK | 3 | OF | 4 | REQUEST: | TRAFFIC TRUCK | DEPARTMENT: | POLICE |
|------|---|----|---|----------|---------------|-------------|--------|

New Request: YES New personnel? NO Salary Grade: N/A

Funds already expensed? Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
 The Department utilized a portion of the FY2026 allocated Motor Vehicle funds to replace an investigative services vehicle that was totaled in a hail storm. The replacement vehicle was immediately available to be purchased. The Department is requesting funds to be added back to the motor vehicle account, in order to purchase the Traffic unit approved by council in the FY2026 budget.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|----------------------|------------------|
| 100 | 5211 | 58510 | Motor Vehicles | \$ 37,000 |
| 100 | 4000 | 49600 | Insurance Recoveries | \$ (15,435) |
| | | | | |
| | | | | |
| TOTAL | | | | \$ 21,565 |

ADDITIONAL COMMENTS:
 The above requested amount includes the TML settlement of \$15,435 received for the totaled vehicle.

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

| | | | | | | | |
|------|---|----|---|----------|-------------------|-------------|--------|
| RANK | 4 | OF | 4 | REQUEST: | REPLACEMENT TAHOE | DEPARTMENT: | POLICE |
|------|---|----|---|----------|-------------------|-------------|--------|

New Request: YES New personnel? NO Salary Grade: N/A

Funds already expensed? Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
 The department had a fleet accident that resulted in the Patrol Tahoe being totaled by TML. The payout amount is \$25,500 from TML. There will be an additional amount of \$4,000 paid out to unistall equipment from the totaled vehicle and reinstalling in the new Tahoe.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|----------------------|------------------|
| 100 | 5211 | 58510 | Motor Vehicles | \$ 58,500 |
| 100 | 4000 | 49600 | Insurance Recoveries | \$ (29,500) |
| | | | | |
| | | | | |
| TOTAL | | | | \$ 29,000 |

ADDITIONAL COMMENTS:
 The requested amount includes the total price for the purchase of a new patrol Tahoe. The City of Wylie will receive \$29,500 from TML.

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

RANK 1 OF 2 REQUEST: CONSULTANT FEE SUPPLEMENTAL DEPARTMENT: 5643-FIRE DEVELOPMENT

New Request: Yes New personnel? No Salary Grade:
Funds already expensed? Yes Change grade of current personnel? No From: To:

PURPOSE/OBJECTIVE OF REQUEST:
Using Fire Development fees, (Fund 133) the Fire Department contracted with the Center for Public Safety Management, LLC to perform a Standards of Cover study for the City of Wylie.
The department budgeted for this study early in 2025 prior to receiving the final quote. The fire department estimated \$55,000 for the study, but the final cost for the study was \$65,000. A final draft of the report has been received and we are nearing completion. The fire department is requesting a \$10,000 transfer from Fire Development Revenue to Fire Development Expenditures in the amount of \$10,000 so the final invoice can be paid upon completion of the study.

Table with columns: ACCOUNT NO., DESCRIPTION, AMOUNT. Row 1: 133 5643 56040 Consultant - Standards of Coverage \$ 10,000. Row 2: TOTAL \$ 10,000

ADDITIONAL COMMENTS:
Fire Development Fees
Current balance is \$1,390,829.00

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

RANK 1 OF 1 REQUEST: INCREASE PROPERTY INSURANCE AMOUNT DEPARTMENT: UTILITY AND 4B SALES TAX FUNDS

New Request: Yes New personnel? No Salary Grade: _____
 Funds already expensed? Yes Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:
 Property insurance from TML was slightly higher than the anticipated 10% increase.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|-------------|------------------|
| 611 | 5719 | 56310 | Insurance | \$ 7,006 |
| 112 | 5625 | 56310 | Insurance | \$ 3,170 |
| | | | | |
| | | | | |
| TOTAL | | | | \$ 10,176 |

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2026

| | | | | | | | |
|------|---|----|---|----------|----------------|-------------|------------------|
| RANK | 1 | OF | 1 | REQUEST: | METER SUPPLIES | DEPARTMENT: | CUSTOMER SERVICE |
|------|---|----|---|----------|----------------|-------------|------------------|

New Request: _____ New personnel? _____ Salary Grade: _____

Funds already expensed? _____ Change grade of current personnel? _____ From: _____ To: _____

PURPOSE/OBJECTIVE OF REQUEST:
 The Customer Service Department requires additional meters and related installation supplies to meet the current demand across residential, commercial retail, and industrial construction projects. This includes the need for replacement larger 2-inch meters for irrigation systems. Along with the meters, essential components such as gaskets and reducers are also necessary to ensure proper installation.

Due to the development of large new subdivisions, expansions within existing communities, and increased commercial construction, it is critical to replenish our meter inventory. Failure to restock these meters will hinder builders' ability to request and install water meters, resulting in project delays and extended construction timelines.

| ACCOUNT NO. | | | DESCRIPTION | AMOUNT |
|--------------|------|-------|--------------------------------|-------------------|
| 611 | 5715 | 52350 | Meter Service Connect Supplies | \$ 300,000 |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | \$ 300,000 |

ADDITIONAL COMMENTS:
 All meter fees are the responsibility of the builder and are assessed when they apply for service and request the release of the water meter. We will also be updating our meter fee schedule to reflect the current costs of meters and related supplies.



Wylie City Council

AGENDA REPORT

Department: Purchasing **Account Code:** 620-5730-58410
Prepared By: Christopher Rodriguez

Subject

Consider, and act upon, the award of agreement #W2026-60 to Fuquay, Inc. for repairs and rehabilitation of 480 feet of the 21-inch sewer main, in the estimated amount of \$190,140.00, through a cooperative purchasing contract with Buyboard and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

This agenda item will cover the rehabilitation of 480 feet of sewer trunk line located southwest of Collin College using Cured in Place Pipe (CIPP) technology. This project aims to enhance the integrity of the trunk line, continuing efforts from the 2024 pipe replacement project. The CIPP rehabilitation will ensure long-term functionality while preventing potential failure. Sewer services will remain uninterrupted during the process, with the contractor managing all necessary bypass operations.

Staff recommends approving agreement #W2026-60 to Fuquay Inc. for an estimated amount of \$190,140.00, as it offers the best value to the City. The City is authorized to make this purchase through a cooperative purchasing program with another local government or cooperative organization, as permitted by Chapter 791 of the Texas Government Code and Section 271, Subchapter F of the Local Government Code. This approach meets the requirements for competitive bidding under state law.

Wylie Agreement #W2026-60/Buyboard Contract #731-24.



Wylie City Council

AGENDA REPORT

Department: Engineering **Account Code:** 447-5447-58570
Prepared By: Lavonte Childs

Subject

Consider, and act upon, the contract amendment for PSPO #W2019-8-E for East FM 544 (Stone Road) Phase 3 Improvements from north of Alfred Drive to Vinson Road to Freese & Nichols, Inc. in the amount of \$65,000.00 and authorizing the City Manager to execute any necessary documentation.

Recommendation

Motion to approve the Item as presented.

Discussion

Freese & Nichols Inc. was awarded PSPO #W2019-8-E in the amount of \$991,500 on October 18, 2018, for the design of East FM 544 (Stone Road Phase 3) from Alfred Drive to Vinson Road. This project includes the design to widen the two-lane asphalt road to a four-lane concrete road with a roundabout at E FM 544 / County Line / Vinson, as well as water, sewer, and drainage improvements.

The first Contract Amendment was approved by City Council on May 31, 2022, in the amount of \$146,240 for traffic signal design and right-of-way (ROW) services.

The second Contract Amendment was previously approved by the City Council in the amount of \$125,000 for necessary design changes during construction, as well as additional utility coordination and construction phase services.

A third Contract Amendment in the amount of \$65,000.00 is needed for additional median openings, driveway modifications, turning movement adjustments, accommodations for off-site changes, and record drawings affecting the project limits.

Staff recommends approval of the Contract Amendment to PSPO #W2019-8-E in the amount of \$65,000.00.

(W2019-8-E)



Wylie City Council

AGENDA REPORT

Department: Police

Account Code: _____

Prepared By: Anthony Henderson

Subject

Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas, and the U.S. Army Corps of Engineers, initiating Agreement No. W9126G26QA045 from May 22, 2026, through September 12, 2026, for a sum not to exceed \$43,052.52, and an optional year from May 21, 2027, through September 11, 2027, for a sum not to exceed \$43,052.52, with a total two-year agreement sum not to exceed \$86,105.04.

Recommendation

Motion to approve the item as presented.

Discussion

The U.S. Army Corps of Engineers has awarded the City of Wylie a \$43,052.52 contract for extended law enforcement services, totaling 428 hours per year (2026 and 2027). The contract requires Officers to concentrate their patrols in the lake parks and properties deemed in the City of Wylie, Texas, jurisdiction and to provide protection and enforce laws and ordinances.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

10 April 2026

Lt. Matt Miller
Wiley (City) P.D.
2000 Highway 78 N
Wylie, Texas 75098
matt.miller@wylietexas.gov

Dear Lt. Miller,

Attached is Solicitation No. W9126G26QA045 for the requirement of police services for the project, FY26 Contract for Increased Law Enforcement for Lavon Lake lying within the City of Wylie, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 AM CST, Wednesday, 29 April 2026**. Please submit your quote via email to Baisy J. Lanzo, baisy.j.lanzo@usace.army.mil.

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Baisy J. Lanzo, Contract Specialist at (817) 659-6355.

The quote will be used for contract award if determined to be fair and reasonable. By submitting a quote, you agree that the proposed price is final and will accept contract award unilaterally, provided that the contract is for the exact amount of the quote.

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

Sincerely,

VEGA.MICHAEL.ANTHON
Y.1019349973

Digitally signed by
VEGA.MICHAEL.ANTHONY.1019349973
Date: 2026.04.13 17:03:16 -05'00'

Michael A. Vega
Contracting Officer

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

| | | | |
|--|-------------------------|--|---|
| 1. REQUISITION NUMBER | | PAGE 1 OF 76 | |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER W9126G26QA0450001 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME BAISY LANZO | b. TELEPHONE NUMBER (No collect calls) (817) 659-6355 |
| 9. ISSUED BY W076 ENDIST FT WORTH KO CONTRACTING DIVISION, 819 TAYLOR ST BOX 17300 FORT WORTH, TX 76102-6124 UNITED STATES BAISY LANZO, EMAIL: BAISY.J.LANZO@USACE.ARMY.MIL TELEPHONE: (817) 659-6355 | | CODE W9126G | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) |
| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | |
| 15. DELIVER TO SEE SCHEDULE | | 16. ADMINISTERED BY | |
| 17a. CONTRACTOR/OFFEROR CITY OF WYLIE CHIEF ANTHONY HENDERSON 300 COUNTRY CLUB DR WYLIE TX 75098-3000 TELEPHONE NUMBER (972) 429-8175 | | 18a. PAYMENT WILL BE MADE BY | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER (972) 429-8175 | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | |

| | | |
|---|-------------|---|
| 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) | 13b. RATING | 14. METHOD OF SOLICITATION REQUEST <input checked="" type="checkbox"/> FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> FOR PROPOSAL (RFP) |
|---|-------------|---|

| | | | | | |
|-----------------|-----------------------------------|--------------|----------|----------------|------------|
| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE CONTINUATION | | | | |

| | | | |
|---|--|--|--|
| 25. ACCOUNTING AND APPROPRIATION DATA SEE CONTINUATION | | 26. TOTAL AWARD AMOUNT (For Government Use Only) | |
|---|--|--|--|

| | | | |
|---|--|--|--|
| 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | |

| | | | |
|--------------------------------------|--|--|--|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | |
|--------------------------------------|--|--|--|

| | | | |
|---|------------------|--|------------------|
| 30b. NAME AND TITLE OF SIGNER (Type or print) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print) | 31c. DATE SIGNED |
|---|------------------|--|------------------|

(Use Reverse and/or Attach Additional Sheets as Necessary)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

| Item | Supplies/Service | Quantity | Unit | Unit Price | Amount |
|--------------------------------|---|----------|-------|------------|--------|
| 0001 | <p>The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services in Lavon Lake lying within the City of Wylie's jurisdiction as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.</p> <p>Pricing Arrangement: Firm Fixed Price</p> | 428 | Hours | | |
| Option Line Item 1001 | <p>The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services in Lavon Lake lying within the City of Wylie's jurisdiction as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.</p> <p>Pricing Arrangement: Firm Fixed Price</p> | 428 | Hours | | |

Continuation of Description

Requirements

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

0001

Product Service Code : R499

Pricing Sheet
Lavon Lake City of Wylie Law Enforcement Contract

Base Year Period of Performance (22 May 2026 thru 12 September 2026)

| Description | Quantity | U/M | Rate | Total |
|--|------------|-------|-----------------|--------------------|
| Estimated Labor Cost/Hour (Base Year) | <u>428</u> | Hours | <u>\$100.59</u> | <u>\$43,052.52</u> |
| Total - Base Year | | | | <u>\$43,052.52</u> |
| Chargeable Hourly Rate (Vehicle & Labor) (Total Contract Cost/Scheduled Patrol Hours) | | | | <u>\$43,052.52</u> |

Estimated Labor Quantity = Scheduled Patrol Hours
Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)



Option Year Period of Performance (21 May 2027 thru 11 September 2027)

| Description | Quantity | U/M | Rate | Total |
|--|------------|-------|-----------------|--------------------|
| Estimated Labor Cost/Hour (Option Year) | <u>428</u> | Hours | <u>\$100.59</u> | <u>\$43,052.52</u> |
| Total - Option Year | | | | <u>\$43,052.52</u> |
| Chargeable Hourly Rate (Vehicle & Labor) (Total Contract Cost/Scheduled Patrol Hours) | | | | <u>\$43,052.52</u> |

Estimated Labor Quantity = Scheduled Patrol Hours
Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)



| | |
|-------------------------|--------------------|
| Total - Base Year | <u>\$43,052.52</u> |
| Total - Option Year | <u>\$43,052.52</u> |
| Total (Base and Option) | <u>\$86,105.04</u> |

PERFORMANCE WORK STATEMENT (PWS)

Wylie PD Law Enforcement Services, Wylie Texas Lavon Lake 2026

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

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

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

1.3 Period of Performance: In the **base year** the contractor shall provide described services on certain days of the week from 22 May 2026 through 12 September 2026, for a total of 428 patrol hours. In the **option year** the contractor shall provide described services on certain days of the week from 21 May 2027 through 11 September 2027, for a total of 428 patrol hours, further specified in Appendices A & B to this PWS. Effective start date for the base year is 22 May 2026 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Effective start date for the option year is 21 May 2027 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (See Appendices A and B).

1.4 General Information:

1.4.1 Quality Control: (Not applicable)

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

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

1.4.4 Hours of Operation: (Not applicable)

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

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

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

1.4.7.1 General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.4.7.2 Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

1.4.7.3 Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or

facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

1.4.7.3 Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

1.4.7.4 Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

1.4.7.5 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall **NOT** be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued

keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

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

1.4.8 Sustainability

Not applicable.

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

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

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

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

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

1.4.14 Contractor Travel: (Not applicable):

1.4.15 Data Rights: (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

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

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

1.6.3. Materials: (Not applicable).

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

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

1.9 ATTACHMENTS/TECHNICAL EXHIBITS AND APPENDICES:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

BASE YEAR PATROL SCHEDULE
2026

BEGINS ON NEXT PAGE

OPTION YEAR PATROL SCHEDULE
2027

BEGINS ON PAGE 16

May 2026 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------------------------------|---|---------|-----------|----------|------------------------------------|---------------------------------------|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 1400-1800=4 hrs 1800-2200=4 hrs | 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 31 | | | | | | |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | | 15 shifts x 4 hrs = 60 hrs |

June 2026 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------------------------------|--------|---------|-----------|----------|-----------------------------------|-----------------------------------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | 1400-1800=4 hrs 1800-2200=4hrs | 1400-1800=4 hrs 1800-2200=4hrs |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | 1400-1800=4 hrs 1800-2200=4hrs | 1400-1800=4 hrs 1800-2200=4hrs |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | 1400-1800=4 hrs 1800-2200=4hrs | 1400-1800=4 hrs 1800-2200=4hrs |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | 1400-1800=4 hrs 1800-2200=4hrs | 1400-1800=4 hrs 1800-2200=4hrs |
| 28 | 29 | 30 | | | | |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | | 24 shifts x 4 hrs = 96 hrs |

July 2026 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------------------------------|--------|---------|-----------|----------|------------------------------------|---|
| | | | 1 | 2 | 3 | 4 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 26 | 27 | 28 | 29 | 30 | 31 | |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | |
| | | | | | | 27 shifts x 4 hrs = 108 hrs |

August 2026 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--|--------|---------|-----------|----------|--|--|
| | | | | | | 1 1400-1800=4 hrs 1800-2200=4 hrs |
| 2 1400-1800=4 hrs 1800-2200=4 hrs | 3 | 4 | 5 | 6 | 7 1400-1800=4 hrs 1800-2200=4 hrs | 8 1400-1800=4 hrs 1800-2200=4 hrs |
| 9 1400-1800=4 hrs 1800-2200=4 hrs | 10 | 11 | 12 | 13 | 14 1400-1800=4 hrs 1800-2200=4 hrs | 15 1400-1800=4 hrs 1800-2200=4 hrs |
| 16 1400-1800=4 hrs 1800-2200=4 hrs | 17 | 18 | 19 | 20 | 21 1400-1800=4 hrs 1800-2200=4 hrs | 22 1400-1800=4 hrs 1800-2200=4 hrs |
| 23 1400-1800=4 hrs 1800-2200=4 hrs | 24 | 25 | 26 | 27 | 28 1400-1800=4 hrs 1800-2200=4 hrs | 29 1400-1800=4 hrs 1800-2200=4 hrs |
| 30 1400-1800=4 hrs 1800-2200=4 hrs | 31 | | | | | 28 shifts x 4 hrs = 112 hrs |

September 2026 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------------------------------|---|---------|-----------|----------|------------------------------------|------------------------------------|
| | | 1 | 2 | 3 | 4 | 5 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1400-1800=4 hrs 1800-2200=4 hrs | 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |
| | | | | | | 13 shifts x 4 hrs = 52 hrs |

May 2027 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------------------------------|---|---------|-----------|----------|------------------------------------|------------------------------------|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 30 | 31 | | | | | |
| 1400-1800=4 hrs 1800-2200=4 hrs | 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 15 shifts x 4 hrs = 60 hrs |

June 2027 Calendar

| Sunday | | Monday | | Tuesday | | Wednesday | | Thursday | | Friday | | Saturday | |
|-----------------------------------|----|--------|----|---------|----|-----------|----|----------|----|-----------------------------------|----|-----------------------------------|----|
| | | | 1 | | 2 | | 3 | | 4 | | 5 | | 6 |
| | | | | | | | | | | 1400-1800=4 hrs 1800-2200=4hrs | | 1400-1800=4 hrs 1800-2200=4hrs | |
| | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | | | | | | 1400-1800=4 hrs 1800-2200=4hrs | | 1400-1800=4 hrs 1800-2200=4hrs | |
| | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | | | | | | 1400-1800=4 hrs 1800-2200=4hrs | | 1400-1800=4 hrs 1800-2200=4hrs | |
| | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | | | | | | 1400-1800=4 hrs 1800-2200=4hrs | | 1400-1800=4 hrs 1800-2200=4hrs | |
| | 28 | | 29 | | 30 | | | | | | | | |
| 1400-1800=4 hrs 1800-2200=4hrs | | | | | | | | | | | | 24 shifts x 4 hrs = 96 hrs | |

July 2027 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|--------|---------|-----------|----------|------------------------------------|--|
| | | | | 1 | 2 | 3 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 1400-1800=4 hrs 1800-2200=4 hrs | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| | | | | | | 29 shifts x 4 hrs = 116 hrs |

August 2027 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--|--------|---------|-----------|----------|--|--|
| 1 1400-1800=4 hrs 1800-2200=4 hrs | 2 | 3 | 4 | 5 | 6 1400-1800=4 hrs 1800-2200=4 hrs | 7 1400-1800=4 hrs 1800-2200=4 hrs |
| 8 1400-1800=4 hrs 1800-2200=4 hrs | 9 | 10 | 11 | 12 | 13 1400-1800=4 hrs 1800-2200=4 hrs | 14 1400-1800=4 hrs 1800-2200=4 hrs |
| 15 1400-1800=4 hrs 1800-2200=4 hrs | 16 | 17 | 18 | 19 | 20 1400-1800=4 hrs 1800-2200=4 hrs | 21 1400-1800=4 hrs 1800-2200=4 hrs |
| 22 1400-1800=4 hrs 1800-2200=4 hrs | 23 | 24 | 25 | 26 | 27 1400-1800=4 hrs 1800-2200=4 hrs | 28 1400-1800=4 hrs 1800-2200=4 hrs |
| 29 1400-1800=4 hrs 1800-2200=4 hrs | 30 | 31 | | | | 26 shifts x 4 hrs = 104 hrs |

September 2027 Calendar

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------------------------------|---|---------|-----------|----------|------------------------------------|------------------------------------|
| | | | 1 | 2 | 3 | 4 |
| | | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1400-1800=4 hrs 1800-2200=4 hrs | 1000-1400=4 hrs 1400-1800=4 hrs 1800-2200=4 hrs | | | | 1400-1800=4 hrs 1800-2200=4 hrs | 1400-1800=4 hrs 1800-2200=4 hrs |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |
| | | | | | | 13 shifts x 4 hrs = 52 hrs |

APPENDIX B
HOURS BY MONTH 2026

May: 15 shifts X 4 hours = 60 hours (Includes Memorial Day)
June: 24 shifts X 4 hours = 96 hours (Includes Juneteenth)
July: 27 shifts X 4 hours = 108 hours (Includes Independence Day)
August: 28 shifts X 4 hours = 112 hours
September: 13 shifts X 4 hours = 52 hours (Includes Labor Day)

Total = 428 Hours

HOURS BY MONTH 2027

May: 15 shifts X 4 hours = 60 hours (Includes Memorial Day)
June: 24 shifts X 4 hours = 96 hours (Includes Juneteenth)
July: 29 shifts X 4 hours = 116 hours (Includes Independence Day)
August: 26 shifts X 4 hours = 104 hours
September: 13 shifts X 4 hours = 52 hours (Includes Labor Day)

Total = 428 Hours

APPENDIX C

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Wylie Police Department

OFFICERS NAME: _____ DATE: _____

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

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

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

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

Officer Number: _____ Date: _____ Signature: _____

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|--------------------------------|--|
| 0001 | <p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the PWS. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.</p> <p>DoDAAC: 967430 CountryCode: USA</p> <p>ARMY CORPS OF ENGINEERS CIVIL WORKS ATTN PROJ MGR LAVON COOPER PROJ OFC, 3375 SKYVIEW DRIVE FT WORTH DIST WYLIE, TX 75098-5775 UNITED STATES</p> <p>Stephen A. Perrin</p> |
| Option Line Item 1001 | <p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: The services provided by the contractor are subject to inspection by the QA POC to ensure adherence to the terms of the PWS. If the contractor fails to provide the services as specified, the Government reserves the right to terminate the contract.</p> <p>DoDAAC: 967430 CountryCode: USA</p> <p>ARMY CORPS OF ENGINEERS CIVIL WORKS ATTN PROJ MGR LAVON COOPER PROJ OFC, 3375 SKYVIEW DRIVE FT WORTH DIST WYLIE, TX 75098-5775</p> |

UNITED STATES

Stephen A. Perrin

Continuation of Deliveries or Performance

| | |
|--------------------------------|---|
| 0001 | <p>Delivery Schedule Delivery Period From 22 May 2026 to 21 May 2027 Quantity 428 Hours</p> <p>Address and POC Place of Performance DoDAAC: 967430 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS ATTN PROJ MGR LAVON COOPER PROJ OFC, 3375 SKYVIEW DRIVE FT WORTH DIST WYLIE, TX 75098-5775 UNITED STATES</p> <p>Stephen A. Perrin</p> <p>Period of Performance From 22 May 2026 To 21 May 2027</p> |
| Option Line Item 1001 | <p>Delivery Schedule Delivery Period From 21 May 2027 to 11 Sep 2027 Quantity 428 Hours</p> <p>Address and POC Place of Performance DoDAAC: 967430 CountryCode: USA ARMY CORPS OF ENGINEERS CIVIL WORKS ATTN PROJ MGR LAVON COOPER PROJ OFC, 3375 SKYVIEW DRIVE FT WORTH DIST WYLIE, TX 75098-5775 UNITED STATES</p> <p>Stephen A. Perrin</p> |

Period of Performance

From
22 May 2026
To
21 May 2027

Contract Clauses

FAR Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|----------|--|----------------|---------------------|--------------------------|
| 52.212-4 | Terms and Conditions- Commercial Products and Commercial Services. (Deviation 2026-O0038) | 2026-02 | | |

Terms and Conditions-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.

C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) Payment-

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

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

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) Interest.

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if-

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for

interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or

any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

the ordinary course of business or pursuant to a provision of law.

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

(End of clause)

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| 52.222-41 | Service Contract Labor Standards. (Deviation 2026-00038) | 2026-02 |
|-----------|--|---------|

Service Contract Labor Standards (Feb 2026) (Deviation 2026-00038)

(a) Definitions. As used in this clause-

Contractor, when this clause is used in any subcontract, must be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor must be paid not less than the minimum monetary wages and must be

furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor must classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees must be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure must be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor must submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer must review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division must be transmitted to the Contracting Officer who must promptly notify the Contractor of the action taken. Each affected employee must be furnished by the Contractor with a written copy of such determination or it must be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example,

be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor must advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract must in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause must be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division must make a final determination of conformed classification, wage rate, and/or fringe benefits which must be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract must be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and /or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such

determination must be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination must be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract must notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or must post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) must be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor must not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute must make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each

employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor must also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, must take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor must unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer must withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to

comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor must report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report must be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements must be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor must furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list must also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer must turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Representation.

(1) By entering into this contract, the Contractor (and officials thereof) represents that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by

the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program must be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices must not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification must not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit must not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes must be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 Statement of Equivalent Rates 2014-05
for Federal Hires.

Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

| Employee Class | Monetary Wage-Fringe Benefits |
|----------------|-------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(End of clause)

52.222-43 Fair Labor Standards Act and 2026-02
Service Contract Labor
Standards-Price Adjustment
(Multiple Year and Option
Contracts). (Deviation 2026-
O0038)

Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Feb 2026) (Deviation 2026-O0038)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in

social security and unemployment taxes and workers' compensation insurance, but must not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative must have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

| | | |
|-----------|---|---------|
| 52.222-44 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038) | 2026-02 |
|-----------|---|---------|

Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Feb 2026)
(Deviation 2026-O0038)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with-

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it must not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative must, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.222-50

Combating Trafficking in
Persons. (Deviation 2026-O0038)

2026-02

Combating Trafficking in Persons (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item -

- (1) Means any item of supply (including construction material) that is-
 - (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation

of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;

- (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons

including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United

States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

- (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation.
- (1) The Contractor must, at a minimum-
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities

prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

- (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that-

- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62 Paid Sick Leave Under Executive 2026-02
Order 13706. (Deviation 2026-
00038)

Paid Sick Leave Under Executive Order 13706 (Feb 2026) (Deviation 2026-00038)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee -

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor must-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer must, upon his or her own action or upon written

request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor must make and maintain, for no less than three (3) years from the

completion of the work on the contract, records containing the following information for each employee, which the Contractor must make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
- (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to E.O. 13706).
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
- (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
- (xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor must keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor must permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close

association with the employee is the equivalent of a family relationship, must be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and /or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor must not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and must maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor must not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor must not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) Notice. The Contractor must notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.226-8 Encouraging Contractor Policies 2024-05
to Ban Text Messaging While
Driving.

Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

(a) Definitions. As used in this clause-

"Driving"-

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-

(1) Adopt and enforce policies that ban text messaging while driving-

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

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| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management. | 2018-10 |
|-----------|---|---------|

Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the

term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient

to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-40 Providing Accelerated Payments 2023-03
to Small Business
Subcontractors.

Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)

(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

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| 52.233-3 | Protest after Award. (Deviation 2026-O0038) (Alternate I) | 2026-02 | Alternate I | 2026-02 |
|----------|---|---------|-------------|---------|

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 33.107(b), substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

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| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | 2026-02 |
|----------|---|---------|

Applicable Law for Breach of Contract Claim (Feb 2026) (Deviation 2026-O0038)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

DFARS Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective |
|--------|-------|----------------|---------------------|---------------------|
|--------|-------|----------------|---------------------|---------------------|

Date

252.203-7000 Requirements Relating to 2011-09
Compensation of Former DoD
Officials.

REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. "Covered DoD official," as used in this clause, means an individual that-

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served-

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the

Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S. C. 2105(c).

(End of clause)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights. 2022-12

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

(DEC 2022)

(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.204-7004 Antiterrorism Awareness Training for Contractors. 2023-01

ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

(a) Definition. As used in this clause-

"Military installation" means a base, camp, post, station, yard, center, or other activity under the

jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed-

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

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| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | 2024-05 |
|--------------|--|---------|

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

information residing therein.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <https://csrc.nist.gov/publications/sp800>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management

Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/documents-templates/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious

software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall-

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

(2) Require subcontractors to-

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

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

(End of clause)

252.225-7056 Prohibition Regarding Business 2023-01
Operations with the Maduro
Regime.

PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

(a) Definitions. As used in this clause-

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in 28 U.S.C. 1603(b), with each reference in section 1603(b) to a foreign state deemed to be a reference to Venezuela.

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means-

(1) A natural person, corporation, company, business association, partnership, society, trust, or

any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall-

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products.

(End of clause)

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| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | 2018-12 |
|--------------|--|---------|

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from

the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order. .

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7010 Levies on Contract Payments. 2006-12

LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide-

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including-

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

Addendum to Contract Clauses

FAR Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|-----------|--|----------------|---------------------|--------------------------|
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | 2026-02 | | |

Prohibition on Contracting with Inverted Domestic Corporations (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.217-9 Option to Extend the Term of the 2000-03
Contract. (Tailored)

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **24 months**.

(End of clause)

DFARS Clauses Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|--------------|--|----------------|---------------------|--------------------------|
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | 2023-01 | | |

PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023)

(a) Definitions. As used in this clause-

"Detainee" means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

"Interrogation of detainees" means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

List of Contract Documents, Exhibits, or Attachments

Miscellaneous text in this section has been added to:

The attachments listed in this Section are incorporated by reference and made part of this contract with the same force and effect as if included in full text.

*** END OF NARRATIVE ***

| Identifier | Document Name | Document Description | Reference Identifier | Date | Line Item | Page Numbers | Document Type | Provided Under Separate Cover |
|------------|---|----------------------------|----------------------|-------------|-----------|--------------|---------------|-------------------------------|
| 0001 | PWS_LA_WylieCty_PD_ILE_(Revised Hours)_A 02 | Performance Work Statement | | 10 Apr 2026 | | | Attachment | No |
| 0002 | Pricing Sheet_LA_WylieCty_ILE_A02 | Pricing Sheet | | 10 Apr 2026 | | | Attachment | No |
| 0003 | WD_2015-5227_Rev27_03Dec2025_B04 | Wage Determination | | 10 Apr 2026 | | | Attachment | No |

Solicitation Provisions

FAR Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|----------|--|----------------|---------------------|--------------------------|
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-00038) | 2026-02 | | |

System for Award Management-Registration (Feb 2026) (Deviation 2026-O0038)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to <https://www.sam.gov>. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management-Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management-Maintenance, of this solicitation.

(b) Identifiers. The Offeror shall obtain and provide the following identifying information:

(1) Unique entity identifier (UEI).

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to <https://www.sam.gov> for instructions on obtaining a UEI.

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) Taxpayer identification number (TIN).

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) Commercial and Government Entity (CAGE) code.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for-

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to <https://cage.dla.mil/>.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

| If the Offeror is... | Then... |
|--|--|
| Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation | Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) |
| Located in a country that is not a member of NATO or a sponsored nation | Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx) |

(c) Representations and certifications.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

| Provision | Title | Date |
|-----------|-------|------|
|-----------|-------|------|

| | | | |
|--|-----------------|---|----------|
| | 52.204-5 | Women-Owned Business (Other Than Small Business) | |
| Oct 2014 | | | |
| | 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations- | |
| Representation | | Nov 2015 | |
| | 52.209-5 | Certification Regarding Responsibility Matters | Aug |
| 2020 | | | |
| | 52.209-11 | Representation by Corporations Regarding Delinquent Tax | |
| Liability or a Felony Conviction under any Federal Law | | Feb 2016 | |
| | 52.219-1 | Small Business Program Representations | Feb 2024 |
| | 52.219-1 Alt I | Small Business Program Representations, with its Alternate | |
| I | | Feb 2024 | |
| | 52.219-1 Alt II | Small Business Program Representations, with its Alternate | |
| II | | Mar 2023 | |
| | 52.226-2 | Historically Black College or University and Minority Institution | |
| Representation | | Oct 2014 | |

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) Other information. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

DFARS Provisions Incorporated by Full Text

| Number | Title | Effective Date | Alternate Deviation | Variation Effective Date |
|--------------|--|----------------|---------------------|--------------------------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | 2022-09 | | |

REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

| | | |
|--------------|--|---------|
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | 2022-05 |
|--------------|--|---------|

REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) Definitions. As used in this provision-

"Agency or instrumentality of the government of Venezuela," "business operations," "government of Venezuela," and "person" have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an

authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that-

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

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|--|------------------------------------|--|
| "REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5227 Revision No.: 27 Date Of Last Revision: 12/03/2025 |
| Daniel W. Simms Director | Division of Wage Determinations | |

State: Texas

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

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 19.73 |
| 01012 - Accounting Clerk II | | 22.14 |
| 01013 - Accounting Clerk III | | 24.77 |
| 01020 - Administrative Assistant | | 37.35 |
| 01035 - Court Reporter | | 27.34 |
| 01041 - Customer Service Representative I | | 16.61 |
| 01042 - Customer Service Representative II | | 18.12 |
| 01043 - Customer Service Representative III | | 20.34 |
| 01051 - Data Entry Operator I | | 17.44 |
| 01052 - Data Entry Operator II | | 19.03 |
| 01060 - Dispatcher, Motor Vehicle | | 22.57 |
| 01070 - Document Preparation Clerk | | 18.70 |
| 01090 - Duplicating Machine Operator | | 18.70 |
| 01111 - General Clerk I | | 16.40 |
| 01112 - General Clerk II | | 17.90 |
| 01113 - General Clerk III | | 20.09 |
| 01120 - Housing Referral Assistant | | 24.98 |
| 01141 - Messenger Courier | | 18.20 |
| 01191 - Order Clerk I | | 19.31 |
| 01192 - Order Clerk II | | 21.07 |
| 01261 - Personnel Assistant (Employment) I | | 19.75 |
| 01262 - Personnel Assistant (Employment) II | | 22.09 |
| 01263 - Personnel Assistant (Employment) III | | 24.62 |
| 01270 - Production Control Clerk | | 26.43 |
| 01290 - Rental Clerk | | 17.40 |
| 01300 - Scheduler, Maintenance | | 20.03 |
| 01311 - Secretary I | | 20.03 |
| 01312 - Secretary II | | 22.41 |
| 01313 - Secretary III | | 24.98 |
| 01320 - Service Order Dispatcher | | 20.18 |
| 01410 - Supply Technician | | 37.35 |
| 01420 - Survey Worker | | 21.67 |
| 01460 - Switchboard Operator/Receptionist | | 17.54 |
| 01531 - Travel Clerk I | | 21.10 |
| 01532 - Travel Clerk II | | 23.67 |
| 01533 - Travel Clerk III | | 26.35 |
| 01611 - Word Processor I | | 18.10 |
| 01612 - Word Processor II | | 20.32 |
| 01613 - Word Processor III | | 22.73 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 26.94 |
| 05010 - Automotive Electrician | | 24.33 |

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|--|-------|
| 05040 - Automotive Glass Installer | 23.07 |
| 05070 - Automotive Worker | 23.07 |
| 05110 - Mobile Equipment Servicer | 20.09 |
| 05130 - Motor Equipment Metal Mechanic | 25.62 |
| 05160 - Motor Equipment Metal Worker | 23.07 |
| 05190 - Motor Vehicle Mechanic | 25.62 |
| 05220 - Motor Vehicle Mechanic Helper | 18.35 |
| 05250 - Motor Vehicle Upholstery Worker | 21.81 |
| 05280 - Motor Vehicle Wrecker | 23.07 |
| 05310 - Painter, Automotive | 24.33 |
| 05340 - Radiator Repair Specialist | 23.07 |
| 05370 - Tire Repairer | 17.87 |
| 05400 - Transmission Repair Specialist | 25.62 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 16.14 |
| 07041 - Cook I | 17.13 |
| 07042 - Cook II | 19.68 |
| 07070 - Dishwasher | 14.82 |
| 07130 - Food Service Worker | 14.54 |
| 07210 - Meat Cutter | 17.60 |
| 07260 - Waiter/Waitress | 12.96 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 23.46 |
| 09040 - Furniture Handler | 12.67 |
| 09080 - Furniture Refinisher | 20.62 |
| 09090 - Furniture Refinisher Helper | 15.56 |
| 09110 - Furniture Repairer, Minor | 18.49 |
| 09130 - Upholsterer | 18.68 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 15.23 |
| 11060 - Elevator Operator | 16.61 |
| 11090 - Gardener | 24.30 |
| 11122 - Housekeeping Aide | 16.61 |
| 11150 - Janitor | 16.61 |
| 11210 - Laborer, Grounds Maintenance | 18.08 |
| 11240 - Maid or Houseman | 15.21 |
| 11260 - Pruner | 15.97 |
| 11270 - Tractor Operator | 22.20 |
| 11330 - Trail Maintenance Worker | 18.08 |
| 11360 - Window Cleaner | 18.81 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.65 |
| 12011 - Breath Alcohol Technician | 26.71 |
| 12012 - Certified Occupational Therapist Assistant | 38.45 |
| 12015 - Certified Physical Therapist Assistant | 37.56 |
| 12020 - Dental Assistant | 22.52 |
| 12025 - Dental Hygienist | 44.25 |
| 12030 - EKG Technician | 30.40 |
| 12035 - Electroneurodiagnostic Technologist | 30.40 |
| 12040 - Emergency Medical Technician | 20.65 |
| 12071 - Licensed Practical Nurse I | 23.88 |
| 12072 - Licensed Practical Nurse II | 26.71 |
| 12073 - Licensed Practical Nurse III | 29.77 |
| 12100 - Medical Assistant | 19.31 |
| 12130 - Medical Laboratory Technician | 28.50 |
| 12160 - Medical Record Clerk | 21.64 |
| 12190 - Medical Record Technician | 24.21 |
| 12195 - Medical Transcriptionist | 19.66 |
| 12210 - Nuclear Medicine Technologist | 49.62 |
| 12221 - Nursing Assistant I | 14.59 |
| 12222 - Nursing Assistant II | 16.42 |
| 12223 - Nursing Assistant III | 17.92 |
| 12224 - Nursing Assistant IV | 20.11 |
| 12235 - Optical Dispenser | 19.50 |
| 12236 - Optical Technician | 18.01 |

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| 12250 - Pharmacy Technician | 21.78 |
| 12280 - Phlebotomist | 21.45 |
| 12305 - Radiologic Technologist | 38.14 |
| 12311 - Registered Nurse I | 29.38 |
| 12312 - Registered Nurse II | 35.93 |
| 12313 - Registered Nurse II, Specialist | 35.93 |
| 12314 - Registered Nurse III | 43.47 |
| 12315 - Registered Nurse III, Anesthetist | 43.47 |
| 12316 - Registered Nurse IV | 52.12 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 33.09 |
| 12320 - Substance Abuse Treatment Counselor | 27.74 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 22.72 |
| 13012 - Exhibits Specialist II | 28.14 |
| 13013 - Exhibits Specialist III | 34.41 |
| 13041 - Illustrator I | 24.95 |
| 13042 - Illustrator II | 30.91 |
| 13043 - Illustrator III | 36.88 |
| 13047 - Librarian | 33.40 |
| 13050 - Library Aide/Clerk | 15.50 |
| 13054 - Library Information Technology Systems Administrator | 30.16 |
| 13058 - Library Technician | 18.71 |
| 13061 - Media Specialist I | 21.77 |
| 13062 - Media Specialist II | 24.35 |
| 13063 - Media Specialist III | 27.13 |
| 13071 - Photographer I | 19.31 |
| 13072 - Photographer II | 21.60 |
| 13073 - Photographer III | 26.75 |
| 13074 - Photographer IV | 32.73 |
| 13075 - Photographer V | 39.61 |
| 13090 - Technical Order Library Clerk | 19.46 |
| 13110 - Video Teleconference Technician | 24.44 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 24.21 |
| 14042 - Computer Operator II | 27.07 |
| 14043 - Computer Operator III | 30.19 |
| 14044 - Computer Operator IV | 33.55 |
| 14045 - Computer Operator V | 37.15 |
| 14071 - Computer Programmer I | (see 1) |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 24.21 |
| 14160 - Personal Computer Support Technician | 33.55 |
| 14170 - System Support Specialist | 42.82 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 38.79 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 46.93 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 56.27 |
| 15050 - Computer Based Training Specialist / Instructor | 38.79 |
| 15060 - Educational Technologist | 37.48 |
| 15070 - Flight Instructor (Pilot) | 56.27 |
| 15080 - Graphic Artist | 30.51 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 56.27 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 56.27 |
| 15088 - Non-Maintenance Test/Co-Pilot | 56.27 |
| 15090 - Technical Instructor | 27.43 |
| 15095 - Technical Instructor/Course Developer | 33.55 |
| 15110 - Test Proctor | 22.14 |
| 15120 - Tutor | 22.14 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |

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| 16010 - Assembler | 12.53 |
| 16030 - Counter Attendant | 12.53 |
| 16040 - Dry Cleaner | 16.10 |
| 16070 - Finisher, Flatwork, Machine | 12.53 |
| 16090 - Presser, Hand | 12.53 |
| 16110 - Presser, Machine, Drycleaning | 12.53 |
| 16130 - Presser, Machine, Shirts | 12.53 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 12.53 |
| 16190 - Sewing Machine Operator | 17.07 |
| 16220 - Tailor | 18.34 |
| 16250 - Washer, Machine | 13.77 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 24.48 |
| 19040 - Tool And Die Maker | 29.58 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 22.79 |
| 21030 - Material Coordinator | 26.43 |
| 21040 - Material Expediter | 26.43 |
| 21050 - Material Handling Laborer | 18.41 |
| 21071 - Order Filler | 17.46 |
| 21080 - Production Line Worker (Food Processing) | 22.79 |
| 21110 - Shipping Packer | 19.41 |
| 21130 - Shipping/Receiving Clerk | 19.41 |
| 21140 - Store Worker I | 14.64 |
| 21150 - Stock Clerk | 21.22 |
| 21210 - Tools And Parts Attendant | 22.79 |
| 21410 - Warehouse Specialist | 22.79 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 44.48 |
| 23019 - Aircraft Logs and Records Technician | 36.13 |
| 23021 - Aircraft Mechanic I | 42.44 |
| 23022 - Aircraft Mechanic II | 44.48 |
| 23023 - Aircraft Mechanic III | 46.54 |
| 23040 - Aircraft Mechanic Helper | 30.41 |
| 23050 - Aircraft, Painter | 40.30 |
| 23060 - Aircraft Servicer | 36.13 |
| 23070 - Aircraft Survival Flight Equipment Technician | 40.30 |
| 23080 - Aircraft Worker | 38.22 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 38.22 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 42.44 |
| 23110 - Appliance Mechanic | 23.07 |
| 23120 - Bicycle Repairer | 20.03 |
| 23125 - Cable Splicer | 37.43 |
| 23130 - Carpenter, Maintenance | 23.28 |
| 23140 - Carpet Layer | 22.33 |
| 23160 - Electrician, Maintenance | 27.77 |
| 23181 - Electronics Technician Maintenance I | 29.74 |
| 23182 - Electronics Technician Maintenance II | 31.36 |
| 23183 - Electronics Technician Maintenance III | 33.03 |
| 23260 - Fabric Worker | 26.87 |
| 23290 - Fire Alarm System Mechanic | 24.37 |
| 23310 - Fire Extinguisher Repairer | 22.75 |
| 23311 - Fuel Distribution System Mechanic | 24.16 |
| 23312 - Fuel Distribution System Operator | 18.94 |
| 23370 - General Maintenance Worker | 22.49 |
| 23380 - Ground Support Equipment Mechanic | 42.44 |
| 23381 - Ground Support Equipment Servicer | 36.13 |
| 23382 - Ground Support Equipment Worker | 38.22 |
| 23391 - Gunsmith I | 22.75 |
| 23392 - Gunsmith II | 26.13 |
| 23393 - Gunsmith III | 29.01 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 27.73 |

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| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 29.06 |
| 23430 - Heavy Equipment Mechanic | 29.88 |
| 23440 - Heavy Equipment Operator | 24.08 |
| 23460 - Instrument Mechanic | 27.95 |
| 23465 - Laboratory/Shelter Mechanic | 27.55 |
| 23470 - Laborer | 18.41 |
| 23510 - Locksmith | 23.89 |
| 23530 - Machinery Maintenance Mechanic | 30.23 |
| 23550 - Machinist, Maintenance | 27.59 |
| 23580 - Maintenance Trades Helper | 18.78 |
| 23591 - Metrology Technician I | 27.95 |
| 23592 - Metrology Technician II | 29.30 |
| 23593 - Metrology Technician III | 30.67 |
| 23640 - Millwright | 30.29 |
| 23710 - Office Appliance Repairer | 22.10 |
| 23760 - Painter, Maintenance | 21.42 |
| 23790 - Pipefitter, Maintenance | 30.56 |
| 23810 - Plumber, Maintenance | 29.02 |
| 23820 - Pneudraulic Systems Mechanic | 29.01 |
| 23850 - Rigger | 26.44 |
| 23870 - Scale Mechanic | 26.13 |
| 23890 - Sheet-Metal Worker, Maintenance | 27.32 |
| 23910 - Small Engine Mechanic | 24.18 |
| 23931 - Telecommunications Mechanic I | 29.53 |
| 23932 - Telecommunications Mechanic II | 30.96 |
| 23950 - Telephone Lineman | 31.33 |
| 23960 - Welder, Combination, Maintenance | 23.70 |
| 23965 - Well Driller | 27.31 |
| 23970 - Woodcraft Worker | 29.01 |
| 23980 - Woodworker | 22.75 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 22.16 |
| 24570 - Child Care Attendant | 14.31 |
| 24580 - Child Care Center Clerk | 17.84 |
| 24610 - Chore Aide | 12.14 |
| 24620 - Family Readiness And Support Services Coordinator | 22.16 |
| 24630 - Homemaker | 22.16 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 34.68 |
| 25040 - Sewage Plant Operator | 24.66 |
| 25070 - Stationary Engineer | 34.68 |
| 25190 - Ventilation Equipment Tender | 24.85 |
| 25210 - Water Treatment Plant Operator | 24.66 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 26.12 |
| 27007 - Baggage Inspector | 16.41 |
| 27008 - Corrections Officer | 28.02 |
| 27010 - Court Security Officer | 29.74 |
| 27030 - Detection Dog Handler | 18.61 |
| 27040 - Detention Officer | 28.02 |
| 27070 - Firefighter | 31.46 |
| 27101 - Guard I | 16.41 |
| 27102 - Guard II | 18.61 |
| 27131 - Police Officer I | 39.56 |
| 27132 - Police Officer II | 43.97 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 18.90 |
| 28042 - Carnival Equipment Repairer | 20.68 |
| 28043 - Carnival Worker | 13.59 |
| 28210 - Gate Attendant/Gate Tender | 18.43 |
| 28310 - Lifeguard | 13.98 |
| 28350 - Park Attendant (Aide) | 20.62 |
| 28510 - Recreation Aide/Health Facility Attendant | 15.05 |

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| 28515 - Recreation Specialist | 25.54 |
| 28630 - Sports Official | 16.42 |
| 28690 - Swimming Pool Operator | 23.76 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 34.00 |
| 29020 - Hatch Tender | 34.00 |
| 29030 - Line Handler | 34.00 |
| 29041 - Stevedore I | 32.14 |
| 29042 - Stevedore II | 35.85 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 50.09 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 34.53 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 38.03 |
| 30021 - Archeological Technician I | 20.07 |
| 30022 - Archeological Technician II | 22.40 |
| 30023 - Archeological Technician III | 27.75 |
| 30030 - Cartographic Technician | 27.75 |
| 30040 - Civil Engineering Technician | 31.93 |
| 30051 - Cryogenic Technician I | 30.30 |
| 30052 - Cryogenic Technician II | 33.46 |
| 30061 - Drafter/CAD Operator I | 20.07 |
| 30062 - Drafter/CAD Operator II | 22.40 |
| 30063 - Drafter/CAD Operator III | 24.97 |
| 30064 - Drafter/CAD Operator IV | 30.73 |
| 30081 - Engineering Technician I | 19.32 |
| 30082 - Engineering Technician II | 21.67 |
| 30083 - Engineering Technician III | 24.23 |
| 30084 - Engineering Technician IV | 30.03 |
| 30085 - Engineering Technician V | 36.74 |
| 30086 - Engineering Technician VI | 44.45 |
| 30090 - Environmental Technician | 25.52 |
| 30095 - Evidence Control Specialist | 27.36 |
| 30210 - Laboratory Technician | 29.42 |
| 30221 - Latent Fingerprint Technician I | 28.73 |
| 30222 - Latent Fingerprint Technician II | 31.74 |
| 30240 - Mathematical Technician | 33.58 |
| 30361 - Paralegal/Legal Assistant I | 23.64 |
| 30362 - Paralegal/Legal Assistant II | 29.28 |
| 30363 - Paralegal/Legal Assistant III | 35.81 |
| 30364 - Paralegal/Legal Assistant IV | 43.33 |
| 30375 - Petroleum Supply Specialist | 33.46 |
| 30390 - Photo-Optics Technician | 27.75 |
| 30395 - Radiation Control Technician | 33.46 |
| 30461 - Technical Writer I | 31.09 |
| 30462 - Technical Writer II | 38.02 |
| 30463 - Technical Writer III | 45.99 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 31.83 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 38.52 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 46.16 |
| 30494 - Unexploded (UXO) Safety Escort | 31.83 |
| 30495 - Unexploded (UXO) Sweep Personnel | 31.83 |
| 30501 - Weather Forecaster I | 30.30 |
| 30502 - Weather Forecaster II | 36.85 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 24.97 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 27.36 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 38.52 |
| 31020 - Bus Aide | 18.10 |
| 31030 - Bus Driver | 26.39 |
| 31043 - Driver Courier | 19.61 |
| 31260 - Parking and Lot Attendant | 14.52 |
| 31290 - Shuttle Bus Driver | 18.53 |
| 31310 - Taxi Driver | 13.24 |
| 31361 - Truckdriver, Light | 21.46 |

| | |
|---|-------|
| 31362 - Truckdriver, Medium | 23.30 |
| 31363 - Truckdriver, Heavy | 27.51 |
| 31364 - Truckdriver, Tractor-Trailer | 27.51 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 18.78 |
| 99030 - Cashier | 14.03 |
| 99050 - Desk Clerk | 15.22 |
| 99095 - Embalmer | 26.70 |
| 99130 - Flight Follower | 31.83 |
| 99251 - Laboratory Animal Caretaker I | 16.42 |
| 99252 - Laboratory Animal Caretaker II | 17.97 |
| 99260 - Marketing Analyst | 37.40 |
| 99310 - Mortician | 26.46 |
| 99410 - Pest Controller | 23.68 |
| 99510 - Photofinishing Worker | 16.40 |
| 99710 - Recycling Laborer | 25.54 |
| 99711 - Recycling Specialist | 31.37 |
| 99730 - Refuse Collector | 22.57 |
| 99810 - Sales Clerk | 15.30 |
| 99820 - School Crossing Guard | 15.93 |
| 99830 - Survey Party Chief | 31.25 |
| 99831 - Surveying Aide | 18.73 |
| 99832 - Surveying Technician | 24.00 |
| 99840 - Vending Machine Attendant | 17.37 |
| 99841 - Vending Machine Repairer | 21.84 |
| 99842 - Vending Machine Repairer Helper | 17.37 |

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| | | | | |
|--|--|----------------------------------|--|---|
| 2. AMENDMENT/MODIFICATION NUMBER 0001 | | 3. EFFECTIVE DATE 13 APR 2026 | 4. REQUISITION/PURCHASE REQUISITION NUMBER J | 5. PROJECT NUMBER (If applicable) 1 2 |
| 6. ISSUED BY W076 ENDIST FT WORTH KO CONTRACTING DIVISION, 819 TAYLOR ST BOX 17300 FORT WORTH, TX 76102-6124 UNITED STATES BAISY LANZO, EMAIL: BAISY.J.LANZO@USACE.ARMY.MIL TELEPHONE: (817) 659-6355 | | CODE W9126G | 7. ADMINISTERED BY (If other than Item 6) SCD: PAS: | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) CITY OF WYLIE CHIEF ANTHONY HENDERSON 300 COUNTRY CLUB DR WYLIE, TX 75098-3000 TELEPHONE NO. (972)442-8175 | | | (X) | 9A. AMENDMENT OF SOLICITATION NUMBER W9126G26QA045 |
| CODE 311B5 | | | <input checked="" type="checkbox"/> | 9B. DATED (SEE ITEM 11) 13 APR 2026 |
| FACILITY CODE | | | <input type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |
| | | | <input type="checkbox"/> | 10B. DATED (SEE ITEM 13) |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE CONTINUATION


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

| | |
|--------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
POP needs adjustment on CLIN 0001.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL A. VEGA | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  | 16C. DATE SIGNED 14 APR 2026 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

Previous edition unusable

SF 30 BLOCK 14 CONTINUATION PAGE**SUMMARY OF CHANGES****Continuation of Deliveries or Performance**

The delivery information for the following CLIN(s) / SLIN(s) / ELIN(s) were modified:

0001

| INFORMATION | FROM | TO |
|-----------------------|----------------------------|----------------------------|
| Period of Performance | 22 May 2026 to 12 Sep 2026 | 22 May 2026 to 21 May 2027 |

| INFORMATION | FROM | TO |
|--------------------|---|---|
| Delivery | Delivery Period PeriodStart = 22 May 2026. PeriodEnd = 12 Sep 2026. | Delivery Period PeriodStart = 22 May 2026. PeriodEnd = 21 May 2027. |

Option Line Item 1001

| INFORMATION | FROM | TO |
|-----------------------|----------------------------|----------------------------|
| Period of Performance | 22 May 2026 to 12 Sep 2026 | 22 May 2026 to 21 May 2027 |



TO: U.S. Army Corps of Engineers

DATE: April 14, 2026

SUBJECT: Contract for Increased Law Enforcement Services 2026
Contract Number: W9126G26QA045

Labor:

| | |
|--|-------------|
| Patrol Officers: 428 hrs. x \$77.65 hr. (Average O/T rate for Officers working this contract) | \$33,234.93 |
| FICA/Medicare: 0.0765 x \$33,234.93 | \$ 2,542.47 |
| TMRS: 0.1550 x \$33,234.93 | \$ 5,151.41 |
| Worker's Comp: .0602 x \$33,234.93 | \$ 2,000.74 |
| Long Term Disability: .0037 x \$33,234.93 | \$ 122.97 |

Total: \$ 9,817.59

| | |
|-------------------------------|---------------------|
| Total Contract: | \$ 43,052.52 |
| Labor: \$43,052.52 / 428 hrs. | \$ 100.59 per hour |

Anthony Henderson

Chief of Police
Wylie Police Department



Wylie City Council

AGENDA REPORT

Department: Police Account Code: _____
Prepared By: Tommy Walters

Subject

Consider, and act upon, Resolution No. 2026-07(R) authorizing the City of Wylie to submit a grant application to the Motor Vehicle Crime Prevention Authority for the 2027 Motor Vehicle Crime Prevention Authority Grant Program and providing an effective date.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Police Department is applying for a grant through the Motor Vehicle Crime Prevention Authority with funds established by SB224 aimed at reducing crimes involving motor vehicle theft, catalytic converter theft, and burglaries. It is an 80/20 matching grant that authorizes the City to purchase equipment and fund community outreach to help reduce or investigate motor vehicle crimes. Some of these funds will go towards items that are in our base budget and those funds will then go toward the match amount. The other funds will go towards expansion of current initiatives as well as some new projects to include real time crime software and drone as a first responder program, which will all be integrated with our current 911 system.

RESOLUTION NO. 2026-07(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE CITY TO SUBMIT A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE 2027 MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wylie finds it in the best interests of the citizens of the City of Wylie (“City”) that the City submit a grant application for the Senate Bill 224 Catalytic Converter Grant Program to be funded by the Motor Vehicle Crime Prevention Authority Grant Program for the 2027 fiscal year; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, catalytic converter theft and motor vehicle burglaries; and

WHEREAS, the City agrees to provide applicable matching funds for said project as required by the Motor Vehicle Crime Prevention Authority grant application; and

WHEREAS, the City agrees that in the event of the loss or misuse of the grant funds, the City agrees and assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full.

WHEREAS, the City designates the Budget Officer and Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant on behalf of the City; and

WHEREAS, the City designates that Assistant Chief Tommy Walters as the Authorized Official, Detective Blake Miller is designated as the Program Director, and Ron Arp is designated as the Financial Officer for this grant.

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

SECTION 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council of the City of Wylie does hereby approve the submission of the grant application for the Motor Vehicle Crime Prevention Authority 2027 Motor Vehicle Crime Prevention Authority Grant Program.

SECTION 3. This Resolution shall be effective from and after its passage by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 28th day of April 2026.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2026 to May 31, 2028.

Recommendation

A motion to appoint _____ to the North Texas Municipal Water District (NTMWD) Board of Directors for a term to begin June 1, 2026 and end May 31, 2028.

Discussion

The Board of Directors of the North Texas Municipal Water District is a policy making body similar in nature to the City Council. The Board is responsible to both the State of Texas and to the member Cities for assuring that NTMWD operations occur in accordance with state and federal law, in alignment with NTMWD policy, and in the best interests of the Cities receiving services.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a director include the following: “No person shall be appointed a Director unless he resides in the city from which he is appointed. No member of a governing body of a city and no employee of a city shall be appointed as a Director.” Under other state law, no other government official that receives compensation could be appointed.

NTMWD’s existing Board (13-member cities) is comprised of individuals who have worked to represent their communities in other capacities and who have a solid understanding of municipal concerns to share with other Directors. Historically, Directors have dedicated from 10 to 30 years of service to the Board, thereby gaining experience and contributing the necessary leadership. This provides the maximum benefit in order to assure the city’s needs are met in the most effective manner. All NTMWD programs provide service based on cost to serve, with all cities provided equal treatment. Therefore, NTMWD policy established by the Board of Directors affects cost, performance, and quality of service.

The City of Wylie has two board members on the NTMWD Board; Mr. Marvin Fuller whose term expires May 31, 2026 and Mr. Keith Stephens whose term expires May 31, 2027.



March 24, 2026

Mr. Brent Parker, City Manager
City of Wylie
300 Country Club Road, Bldg 100
Wylie, Texas 75098

Re: NTMWD Board Member Appointment

Dear Mr. Parker:

The current terms of office for certain Directors of the North Texas Municipal Water District (NTMWD) Board will expire in May. Please accept this letter as official notification that Mr. Marvin Fuller's term as an NTMWD Board Director will end on May 31, 2026.

The City Council may either reappoint Mr. Fuller or appoint a new Director to serve a two-year term from June 1, 2026, through May 31, 2028.

NTMWD sincerely appreciates the commitment and leadership Mr. Fuller has provided to both the District and the region. Appointed by the City of Wylie in 1996, he has served with distinction, including terms as President, Vice President, and Secretary of the Board. Since his most recent reappointment, Mr. Fuller has served as Chair of the Legislative Committee, and served on the Water, Policy, Personnel, and Wastewater Committees.

Pursuant to the statute creating the District (Article 8280-141), a Director must reside in and own taxable property within the appointing city. Members of a city's governing body and city employees are not eligible for appointment. Additionally, under other applicable state laws, individuals who serve as compensated public officials are ineligible.

Mr. Brent Parker
March 24, 2026
Page 2

For your reference, enclosed are a summary of the roles and responsibilities of an NTMWD Board member, along with a record of Mr. Fuller's meeting attendance during his current term. Each Director contributes significant time and expertise in service to the District and their respective city.

Please notify my office in writing once the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,

JENNAFER P. COVINGTON
Executive Director

JPC/sks

Enclosures: Roles and Responsibilities (1), Meeting attendance (2)

cc: Mr. Marvin Fuller
Ms. Stephanie Storm, City Secretary



NTMWD BOARD OF DIRECTORS ROLES AND RESPONSIBILITIES

The North Texas Municipal Water District (NTMWD) Board of Directors serves as the governing body of NTMWD. The Board of Directors guides the NTMWD towards a sustainable future by adopting sound governance and financial management policies and ensuring adequate resources to meet the region's needs. The Board has a responsibility to provide guidance to management and staff and ensure operations run smoothly and in accordance with the law. Some specific responsibilities of the Board of Directors include:

- Establish and support the NTMWD mission and purpose
- Select and evaluate the Executive Director/General Manager
- Set policies and ensure effective planning
- Ensure adequate financial resources
- Monitor and strengthen essential programs and services
- Protect assets and provide proper financial oversight
- Ensure legal and ethical integrity
- Enhance the organization's public standing

The Board of Directors meet monthly, typically on the 4th Thursday of each month with adjustments made for holidays or other conflicts. Meetings are held at 2:30 p.m. in the boardroom located in the administration building of our Wylie Campus (501 E. Brown St., Wylie, Tx 75098).

Directors serve on at least one Operations committee and one Administrative committee.

Administrative committees are typically held on the 2nd Wednesday of the month, beginning at 1:00 p.m. These committees are:

- Executive
- Finance
- Legislative
- Personnel
- Policy

Operations committees are typically held on the 4th Wednesday of the month, beginning at 1:00 p.m. These committees are:

- Real Estate
- Solid Waste
- Wastewater
- Water

The District currently utilizes a mixed approach structure (in-person/Videoconference) for our meetings based on the meeting type:

- Board Meetings – director attendance *in person* except for mobility and health limitations.
- Committee Meetings – only the Committee Chair or Board President is present at the NTMWD office, with the remaining committee members and other Board members attending via *videoconference*.

The Board of Directors also meets in Special Work Sessions for long-term planning and, on an as-needed basis, for other purposes.

Each director serves a two-year term, and the appointments are staggered so that each year, one of the two directors is up for reappointment or replacement.

Each director will receive a fee of \$150 for each day the director spends performing the duties of a director, including participating in board and committee meetings, other activities involving substantive deliberation of District business, and pertinent educational programs, but not more than \$7200 will be paid to any director in one calendar year.

Over the course of 2025, members of our Board of Directors participated in 118 different meetings or events. A majority of these consisted of board meetings, committee meetings, and work sessions. Additionally, many directors represented NTMWD at City Council or Civic functions, meetings with legislators, open houses, and Board enrichment activities.

Marvin Fuller**Term: 6/1/2024 - 5/31/2026**

| Date | Meeting |
|-------------|--|
| 06/04/24 | Red River Boundary Meeting |
| 06/12/24 | Legislative, Executive & Finance Committee Meetings |
| 06/25/24 | New Director Orientation |
| 06/26/24 | Water & Wastewater Committee Meetings |
| 06/27/24 | Special Working Group & Board Meeting |
| 07/10/24 | Executive Committee Meeting |
| 07/18/24 | Board Work Session Budget |
| 07/24/24 | Real Estate & Water Committee Meetings |
| 07/25/24 | Regular Board Meeting |
| 08/07/24 | Policy & Personnel Committee Meetings |
| 08/12/24 | Legislative Committee Meeting |
| 08/21/24 | Water & Wastewater Committee Meetings |
| 08/22/24 | Regular Board Meeting |
| 09/11/24 | Policy & Finance Committee Meetings |
| 09/12/24 | Board Work Session |
| 09/25/24 | Solid Waste, Real Estate & Wastewater Committee Meetings |
| 09/26/24 | Regular Board Meeting |
| 10/09/24 | Oklahoma Red River Boundary Meeting |
| 10/11/24 | Senate Perry Meeting |
| 10/16/24 | Bois D'Arc Lake Legislative Tour |
| 10/23/24 | Legislative, Water & Wastewater Committee Meetings |
| 10/24/24 | Regular Board Meeting |
| 11/06/24 | Executive & Finance Committee Meetings |
| 11/20/24 | Real Estate & Water Committee Meetings |
| 11/21/24 | Regular Board Meeting |
| 12/04/24 | Executive & Legislative Committee Meetings |
| 12/19/24 | Regular Board Meeting |
| 12/18/24 | Water & Wastewater Committee Meetings |
| 01/08/25 | Personnel Committee Meeting |
| 01/22/25 | Water & Wastewater Committee Meetings |
| 01/23/25 | Regular Board Meeting |
| 02/12/25 | Executive Committee Meeting |
| 02/26/25 | Water Committee Meeting |
| 02/27/25 | Regular Board Meeting |
| 03/12/25 | Executive Committee Meeting |
| 03/26/25 | Water Committee Meeting |
| 03/27/25 | Regular Board Meeting |
| 04/09/25 | Executive Committee Meeting |
| 04/23/25 | Water Committee Meeting |
| 04/22/25 | Wylie City Council |
| 04/24/25 | Regular Board Meeting |
| 04/30/25 | Wylie Member City Meeting |
| 05/07/25 | Executive Committee Meeting |
| 05/21/25 | Water Committee Meeting |
| 05/22/25 | Regular Board Meeting |

Marvin Fuller
Term: 6/1/2024 - 5/31/2026

| Date | Meeting |
|-------------|---|
| 06/11/25 | Executive & Finance Committee Meetings |
| 06/25/25 | Water & Wastewater Committee Meetings |
| 06/26/25 | Regular Board Meeting |
| 07/09/25 | Executive Committee Meeting |
| 07/17/25 | Board Work Session-Budget |
| 07/23/25 | Water Committee Meeting |
| 07/24/25 | Regular Board Meeting |
| 08/13/25 | Legislative & Executive Committee Meetings |
| 08/27/25 | Real Estate Committee Meeting |
| 08/28/25 | Regular Board Meeting |
| 09/10/25 | Finance Committee Meeting |
| 09/24/25 | Wastewater Committee Meeting |
| 09/25/25 | Regular Board Meeting |
| 10/09/25 | Board Work Session-LRWS |
| 10/22/25 | Real Estate & Water Committee Meetings |
| 10/23/25 | Regular Board Meeting |
| 11/05/25 | Executive Committee Meeting |
| 11/19/25 | Solid Waste & Water Committee Meetings |
| 11/20/25 | Regular Board Meeting |
| 12/03/25 | Executive Committee Meeting |
| 12/17/25 | Real Estate & Wastewater Committee Meetings |
| 12/18/25 | Regular Board Meeting |
| 01/07/26 | Executive Committee Meeting |
| 01/21/26 | Solid Waste & Water Committee Meetings |
| 01/22/26 | Regular Board Meeting |
| 02/11/26 | Finance & Executive Committee Meetings |
| 02/25/26 | Water Committee Meeting |
| 02/26/26 | Regular Board Meeting |
| 03/11/26 | Executive & Solid Waste Committee Meetings |



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Light Industrial to Planned Development - Light Industrial (PD-LI) on 59.769 acres generally located at 611 Sanden Blvd. and 2101 and 2111 W. FM 544 (ZC 2026-03).

Recommendation

Motion to approve the Item with conditions.

Discussion

OWNER: Sanden International (USA) Inc.

APPLICANT: Jackson Walker LLP

The applicant is requesting to rezone 59.769 acres located at 611 Sanden Blvd. and 2101 and 2111 W. FM 544. The properties are currently zoned Light Industrial. The purpose of the request for a Planned Development is to allow for the development of flex space commercial/light industrial along Sanden Blvd. and commercial retail pad sites along FM 544.

The proposal includes a master plan of two commercial lots and three commercial/light industrial lots. Access to the site is proposed with the construction of new driveways that connect to Sanden Blvd. and FM 544. The driveway configuration will be in compliance with Fire Code and Engineering Thoroughfare design standards.

The zoning exhibit proposes for the development of approximately 10,000 sq. ft. for commercial uses on Lots 1R-2 and 1R-3 on two buildings and approximately 280,120 sq. ft. of building area for flex space use on Lots 2-4.

The office warehouse park, Lots 2-4, contains a total of six buildings with service areas where outside storage and loading of products can occur while being screened from view. An amenity open space area is also proposed in between buildings D and E of the Zoning Exhibit (Exhibit "B").

The Planned Development establishes uses that are allowed by-right and prohibited within the subject property:

Lots 1R-2 and 1R-3 are allowed the following uses:

- All uses allowed within the Commercial Corridor zoning district
- Drive-Through restaurants.

Lots 2 to 4 are allowed the following uses:

- All uses allowed within the Light Industrial zoning district
- The following defined uses within the Development Standards document ("Exhibit C"): Data Center, Equipment Rental, Food Processing, Laboratories Research and Development or Testing, Light Assembly and Fabrication, Mailing and Shipping, Medical Clinic, Pharmacy, Service Court, Special Event/Conference Center, Swim School, Training Center, Vehicle Display Sales or Service, Warehouse/Distribution Center.

The following are modifications to the Light Industrial district use regulations:

- Accessory storage shall be allowed provided it is not visible from the right of way or interferes with fire lanes as generally depicted on the Zoning Exhibit being only permitted within service courts.
- The additional provisions for an Animal Clinic or Hospital use are amended to allow for the use adjacent to the existing multi-family development.
- Brewery, Winery, or Distillery shall be allowed without the need of a Special Use Permit. All of the other listed general provisions of section 7.10 of the Zoning Ordinance shall apply.
- Day Care Facilities shall be allowed to use service court areas for outdoor play/recreation on the condition that the areas are fenced in and protected.
- A medical clinic shall be able to occupy up to 100 percent of the gross floor area of a building in this district.
- Schools shall be allowed to provide pick up on site and not be required to accommodate school buses.
- Lots 2-4 shall be required to be provided 10% of landscaped area over their accumulated acreage.
- Parking for Lots 2-4 shall be 2 spaces for every 1000 sq. ft. of building space.
- Signage shall be allowed to be constructed as depicted on the Signage Plan in the Development Standards (Exhibit "C").

Additionally, the applicant has requested that the PD include some amendments and clarifications to the City's subdivision regulations. For example, the applicant has requested that the 180 days from platting to engineering plans be extended to 365 days from the current 180.

However, staff does not agree with "K" access easements or "M" easements being amended. "K" access easements should allow for public access, this is standard language in platting and has never been modified for any other development in Wylie. While the development is private property, access easements are in place to allow the public to access this and adjacent property, lowering roadway traffic interactions and improving the health and safety of the citizens who utilize the easements. Additionally, staff doesn't agree with the development being allowed to utilize 'separate instruments' for the development as it is being constructed. Separate instruments, which create easements, are generally utilized once construction is complete and the final plat is filed in order to save time and money. If used before that time, they are messy and unnecessary, possibly causing clerical and ownership errors.

The Development Standards (Exhibit "C") contain additional conditions that allow for the proposed development and proposed uses on the subject property with a design that is generally consistent with the presented Zoning Exhibit (Exhibit "B").

The properties adjacent to the commercial lots, being Lots 1R-2 and 1R-3, are undeveloped to the north, light industrial to the east and south, and commercial to the west.

The properties adjacent to the light industrial office warehouse business park, being Lots 2-4, are light industrial to the north, south, and west and multifamily to the east.

The subject property lies within the Industrial Sector of the Comprehensive Land Use Plan. The proposed zoning is compatible with the Plan.

Notices were sent to 24 property owners within 200 feet as required by state law. At the time of posting two responses were returned in opposition and none returned in favor of the request.

P&Z Commission Discussion

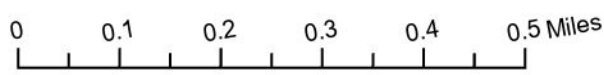
After some discussion regarding traffic, improvements to Sanden Blvd., and eliminating smoking uses as 'by-right', the Commission voted 5-0 to recommend approval.

Locator Map



ZONING CASE:
ZC 2026-03 SJP Sanden Development

 SUBJECT property  Wylie City Limit



Date: 3/17/2026

COMPILED BY: G STAFFORD



EXHIBIT "A"**METES AND BOUNDS DESCRIPTION OF THE SITE****Lot 1R-2 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas**

BEING a 1.601 acre tract of land situated in the Duke Strickland Survey, Abstract Number 841, City of Wylie, Collin County, Texas, being all of 1R-2 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2025, Page 1004, Map Records of Collin County, Texas (MRCCT), said 1.601 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on January 6, 2026, (ground distances are expressed in US survey feet using a project combined scale factor of 1.000152710) being more particularly described as follows:

BEGINNING at a found 1/2" iron rod with cap stamped "ROOME" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 7055064.8 and Easting 2563096.4, at the northeast corner of said Lot 1R-2;

THENCE South 09 degrees 13 minutes 16 seconds West (Grid Bearings based on said Texas Coordinate System), with the east line of said Lot 1R-2, a distance of 172.11 feet to a found 1/2" iron rod with cap stamped "ROOME" at an angle point on the east line of said Lot 1R-2 at the beginning of a curve to the right having a radius of 283.99 feet and whose chord bears South 15 degrees 31 minutes 50 seconds West, a distance of 62.42 feet;

THENCE Southwesterly, continuing with the east line of said Lot 1R-2 through a central angle of 12 degrees 37 minutes 11 seconds an arc length of 62.55 feet to a found 1/2" iron rod with cap stamped "ROOME" at an angle point on the east line of said Lot 1R-2;

THENCE South 21 degrees 50 minutes 26 seconds West, a distance of 27.15 feet to a found 1/2" iron rod with cap stamped "ROOME" on the south line of said Lot 1R-2 at the beginning of a curve to the right having a radius 30.00 feet and whose chord bears South 60 degrees 35 minutes 29 seconds West, a distance of 37.56 feet;

THENCE Northwesterly with the south line of said Lot 1R-2 the following 6 calls:

1. Southwesterly through a central angle of 77 degrees 29 minutes 18 seconds an arc length of 40.58 feet to a found 1/2" iron rod with cap stamped "ROOME";
2. North 80 degrees 39 minutes 52 seconds West, a distance of 53.35 feet to a found 1/2" iron rod with cap stamped "ROOME" at the beginning of a curve to the left having a radius of 102.00 feet and whose chord bears North 85 degrees 21 minutes 49 seconds West, a distance of 16.77 feet;
3. Northwesterly through a central angle of 09 degrees 25 minutes 42 seconds an arc length of 16.78 feet to a found 1/2" iron rod with cap stamped "ROOME";

4. South 89 degrees 55 minutes 21 seconds West, a distance of 41.08 feet to a found 1/2" iron rod with cap stamped "ROOME";
5. South 85 degrees 50 minutes 54 seconds West, a distance of 33.17 feet to found 1/2" iron rod with cap stamped "ROOME" at the beginning of a curve to the right having a radius of 33.00 feet and whose chord bears North 75 degrees 36 minutes 22 seconds West, a distance of 20.99 feet;
6. Northwesterly through a central angle of 37 degrees 05 minutes 29 seconds an arc length of 21.36 feet to a set 1/2" iron rod with cap stamped "ypassociates.com" at the southwest corner of said Lot 1R-2;

THENCE Northeasterly with the west line of said Lot 1R-2 the following 2 calls:

1. North 04 degrees 28 minutes 40 seconds West, a distance of 295.44 feet to a found 1/2" iron rod with cap stamped "ROOME";
2. North 56 degrees 26 minutes 19 seconds East, a distance of 24.20 feet to a found 1/2" iron rod with cap stamped "ROOME" at the northwest corner of said Lot 1R-2 at the beginning of a curve to the left having a radius of 5789.58 feet and whose chord bears South 79 degrees 30 minutes 35 seconds East a distance of 258.18 feet;

THENCE Southeasterly with the north line of said Lot 1R-2 through a central angle of 02 degrees 33 minutes 19 seconds an arc length of 258.20 feet to the POINT OF BEGINNING and containing 1.601 acres, or 69,755 square feet of land, more or less.

EXHIBIT "A" (Continued)
METES AND BOUNDS DESCRIPTION OF THE SITE
Lot 1R-3 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas

BEING a 1.500 acre tract of land situated in the Duke Strickland Survey, Abstract Number 841, City of Wylie, Collin County, Texas, being all of 1R-3 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2025, Page 1004, Map Records of Collin County, Texas (MRCCT), said 1.500 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on January 6, 2026, (ground distances are expressed in US survey feet using a project combined scale factor of 1.000152710) being more particularly described as follows:

BEGINNING at a found 1/2" iron rod with cap stamped "ROOME" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 7055030.8 and Easting 2563338.5, at the northeast corner of said Lot 1R-3;

THENCE South 09 degrees 13 minutes 16 seconds West (Grid Bearings based on said Texas Coordinate System), with the east line of said Lot 1R-3, a distance of 228.64 feet to a found 1/2" iron rod with cap stamped "ROOME" at an angle point on the east line of said Lot 1R-3 at the beginning of a curve to the left having a radius of 461.53 feet and whose chord bears South 39 degrees 15 minutes 45 seconds West, a distance of 138.32 feet;

THENCE Southwesterly, continuing with the east line of said Lot 1R-3 through a central angle of 17 degrees 14 minutes 10 seconds an arc length of 138.84 feet to a found 1/2" iron rod with cap stamped "ROOME" at the southeast corner of said Lot 1R-3;

THENCE Northwesterly with the south line of said Lot 1R-3 the following 6 calls:

1. North 60 degrees 30 minutes 52 seconds West, a distance of 105.13 feet to a found 1/2" iron rod with cap stamped "ROOME";
2. North 29 degrees 30 minutes 01 seconds East, a distance of 31.62 feet to a found 1/2" iron rod with cap stamped "ROOME";
3. North 60 degrees 29 minutes 59 seconds West, a distance of 20.00 feet to a found 1/2" iron rod with cap stamped "ROOME";
4. South 29 degrees 30 minutes 01 seconds West, a distance of 41.62 feet to a found 1/2" iron rod with cap stamped "ROOME";
5. North 60 degrees 30 minutes 52 seconds West, a distance of 18.24 feet to found 1/2" iron rod with cap stamped "ROOME" at the beginning of a curve to the right having a radius of 30.01 feet and whose chord bears North 18 degrees 48 minutes 05 seconds West, a distance of 39.93 feet;
6. Northwesterly through a central angle of 83 degrees 24 minutes 33 seconds an arc length of 43.69 feet to a found 1/2" iron rod with cap stamped "ROOME" on the west line of said Lot 1R-3;

THENCE Northeasterly with the west line of said Lot 1R-3 the following 3 calls:

1. North 21 degrees 50 minutes 26 seconds East for a distance of 27.15 feet to a found 1/2" iron rod with cap stamped "ROOME" at the beginning of a curve to the left having a radius of 315.99 feet and whose chord bears North 15 degrees 31 minutes 50 seconds East a distance of 69.46 feet;
2. Northeasterly through a central angle of 12 degrees 37 minutes 11 seconds an arc length of 69.60 feet to a found 1/2" iron rod with cap stamped "ROOME";
3. North 09 degrees 13 minutes 16 seconds East, a distance of 172.21 feet to a found 1/2" iron rod with cap stamped "ROOME" at the northwest corner of said Lot 1R-3 at the beginning of a curve to the left having a radius of 5789.58 feet and whose chord bears South 82 degrees 09 minutes 19 seconds East a distance of 212.46 feet;
- 4.

THENCE Southeasterly with the north line of said Lot 1R-3 through a central angle of 02 degrees 06 minutes 10 seconds an arc length of 212.47 feet to the POINT OF BEGINNING and containing 1.500 acres, or 65,345 square feet of land, more or less.

EXHIBIT "A" (Continued)
METES AND BOUNDS DESCRIPTION OF THE SITE
Lots 2 and 3 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas

BEING a 56.668 acre tract of land situated in the Duke Strickland Survey, Abstract Number 841, City of Wylie, Collin County, Texas, being all of Lots 2 and 3 of Sanden Addition, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2022, Page 559, Plat Records of Collin County, Texas (PRCCT), said 56.668 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on January 6, 2026, (ground distances are expressed in US survey feet using a project combined scale factor of 1.000152710) being more particularly described as follows:

BEGINNING at a found 1/2" iron rod with cap stamped "ROOME" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone Grid Coordinates of Northing 7053425.8 and Easting 2562826.8, at the southwest corner of said Lot 2 and the northwest corner of said Lot 3;

THENCE North 02 degrees 54 minutes 36 seconds East (Grid Bearings based on said Texas Coordinate System) with the west line of said Lot 2, a distance of 562.04 feet to a found 1/2" iron rod with cap stamped "ROOME" at the northwest corner of said Lot 2;

THENCE North 89 degrees 34 minutes 25 seconds East, a distance of 1427.38 feet to a found 1/2" iron rod with cap stamped "ROOME" at the northeast corner of said Lot 2;

THENCE South 00 degrees 27 minutes 18 seconds East, with the east line of said Lot 2, a distance of 561.09 feet to a point for corner at the southeast corner of said Lot 2 and the northeast corner of said Lot 3, from which an "X" found bears South 89 degrees 34 minutes 25 seconds West, a distance of 0.48 feet;

THENCE South 00 degrees 27 minutes 18 seconds East, with the east line of said Lot 3, a distance of 494.96 feet to found 1/2" iron pipe near stone at the southeast corner of said Lot 3;

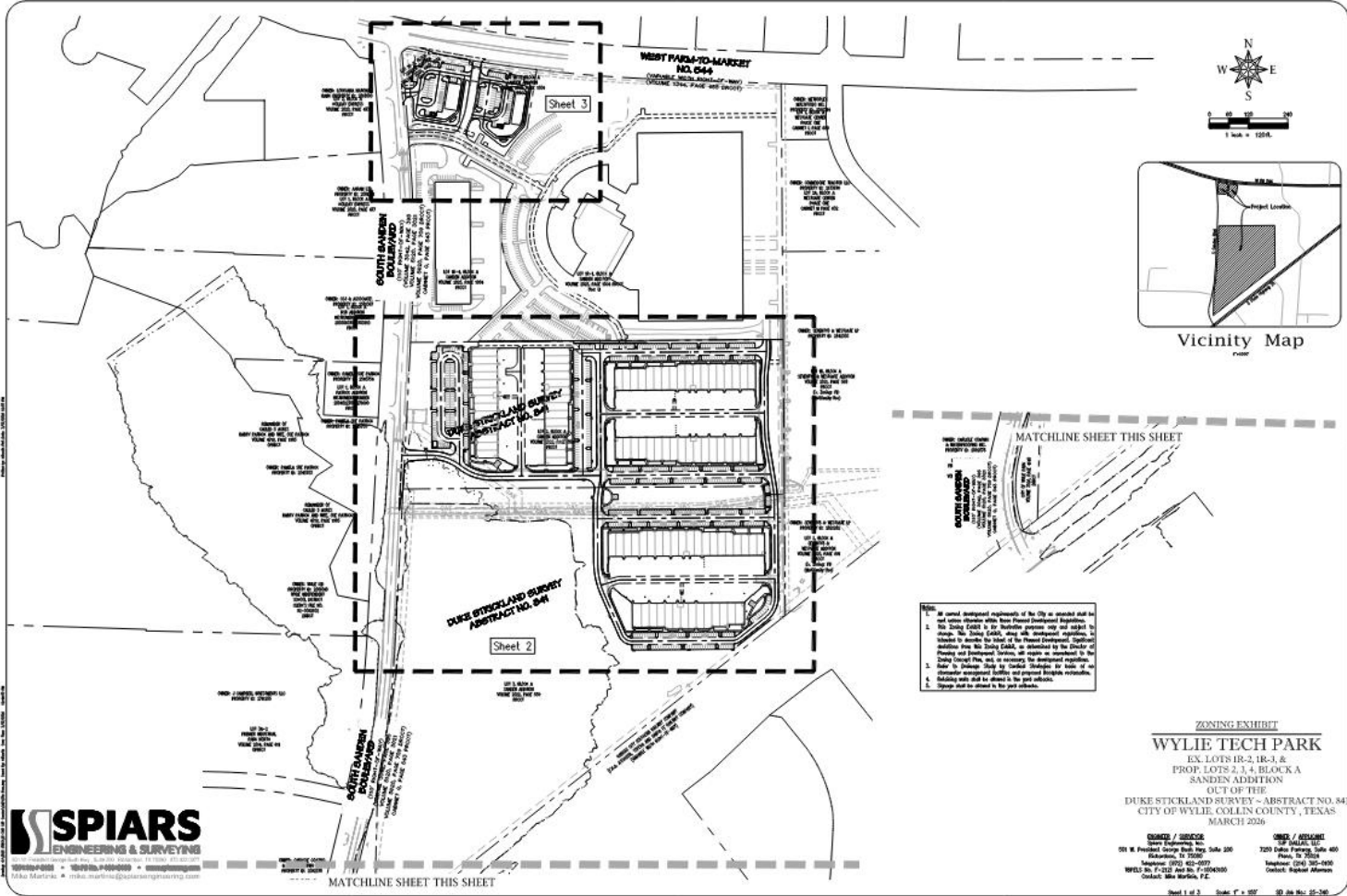
THENCE South 51 degrees 45 minutes 20 seconds West, with the south line of said Lot 3, a distance of 2006.51 feet to a set 1/2" iron rod with a cap stamped "ypassociates.com" at the southwest corner of said Lot 3;

THENCE North 01 degrees 22 minutes 18 seconds East, with the west line of said Lot 3, a distance of 605.21 feet to a found 1/2" iron rod with cap stamped "ROOME" at an angle point on the west line of said Lot 3 at the beginning of a curve to the left having a radius of 3866.44 feet and whose chord bears North 07 degrees 02 minutes 20 seconds East, a distance of 556.77 feet;

THENCE Northeasterly, continuing with the west line of said Lot 3 through a central angle of 08 degrees 15 minutes 28 seconds an arc length of 557.25 feet to a found 1/2" iron rod with cap stamped "ROOME" at an angle point on the west line of said Lot 3;

THENCE North 02 degrees 54 minutes 36 seconds East, continuing with the west line of said Lot 3, a distance of 569.27 feet to the POINT OF BEGINNING and containing 56.668 acres, or 2,468,458 square feet of land, more or less.

6



NOTES:

- All current development requirements of the City as amended shall be read and construed in conjunction with the latest Revised Development Regulations.
- All Zoning Code is for illustrative purposes only and subject to change. The Zoning Code, along with development regulations, is intended to describe the intent of the Planned Development. Applicant shall consult with the Zoning Code, as amended to the Office of Planning and Development Services, all maps as mentioned in the City Charter, for any necessary development regulations.
- All dimensions shall be based on the centerline of the lot.
- Additional notes shall be attached to the plan sheets.

ZONING EXHIBIT
WYLIE TECH PARK
 EX. LOTS 1R-2, 1R-3, &
 PROP. LOTS 2, 3, 4, BLOCK A
 SANDEN ADDITION
 OUT OF THE
 DUKE STICKLAND SURVEY - ABSTRACT NO. 84
 CITY OF WYLIE, COLLIN COUNTY, TEXAS
 MARCH 2026

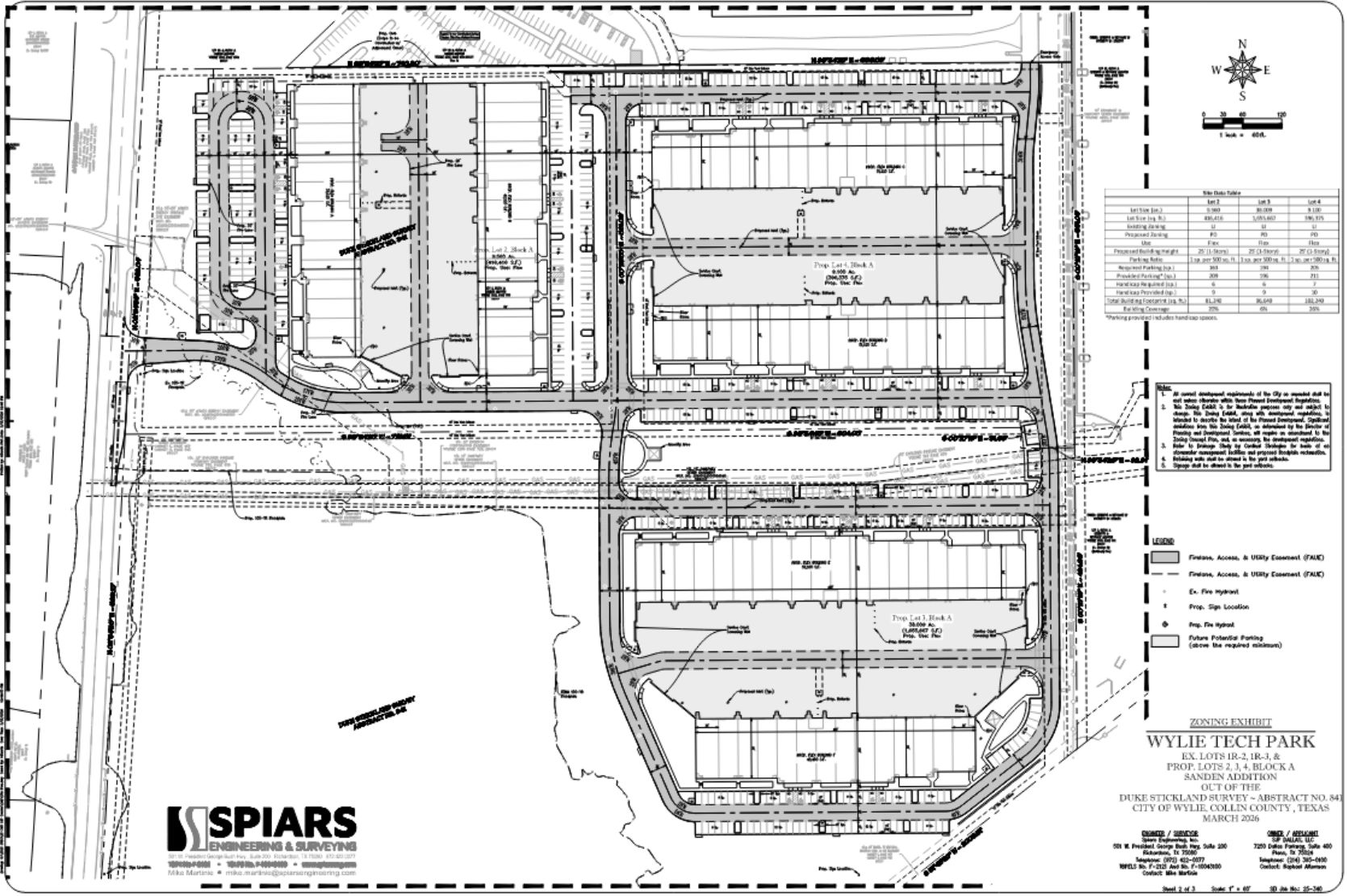
DRAWN / CHECKED
 David E. Williams, Inc.
 201 W. President George Bush, Suite 200
 Richardson, TX 75080
 Telephone: (972) 421-0557
 WELLS: Mr. F. J. Wells, Mr. F. J. Wells
 Contact: Mike Martin, P.E.

OWNER / APPLICANT
 Wylie Tech Park, LLC
 2200 Lakes Parkway, Suite 400
 Plano, TX 75075
 Telephone: (214) 342-1900
 Contact: Stephen Altemus

SPIARS
 ENGINEERING & SURVEYING
 10000 West Loop South, Suite 200
 Houston, TX 77042
 Telephone: (281) 416-1111
 Website: www.spiars.com
 Mike Martin, P.E. • mike.martin@spiarsengineering.com

Sheet 1 of 2 Scale: 1" = 100' SD Job No. 22-260

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Site Data Tables

| | Lot 2 | Lot 3 | Lot 4 |
|-----------------------------------|-------------------------|-------------------------|-------------------------|
| Lot Size (sq. ft.) | 5,960 | 80,000 | 8,100 |
| Lot Size (sq. ft.) | 490,416 | 1,075,600 | 186,175 |
| Proposed Building | FD | FD | FD |
| Use | FD | FD | FD |
| Proposed Building Height | 20' (1 Story) | 20' (1 Story) | 20' (1 Story) |
| Parking Ratio | 1.0 sq. per 100 sq. ft. | 1.0 sq. per 100 sq. ft. | 1.0 sq. per 100 sq. ft. |
| Required Parking Spots | 596 | 800 | 810 |
| Proposed Parking Spots | 596 | 796 | 711 |
| Handicap Required Spots | 0 | 0 | 0 |
| Handicap Proposed Spots | 0 | 0 | 0 |
| Total Building Coverage (sq. ft.) | 81,240 | 80,000 | 186,180 |
| Final Site Coverage | 20% | 6% | 20% |

Parking provided includes handicap spaces.

- NOTES:**
- All general development requirements of the City as amended shall be met when shown within these Planned Development Regulations. No Zoning Code is to be substituted unless specifically noted to change. The Zoning Code, along with development regulations, is intended to describe the intent of the Planned Development. Certain conditions may be Zoning Code, as indicated by the Director of Planning and Development Services, all require an amendment to the Zoning Code, and, as necessary, the development regulations. Refer to Planning Study for further details for items of an amendment management facilities and proposed building construction.
 - Relieved walls shall be allowed in the yard setbacks.
 - Signage shall be allowed in the yard setbacks.

- LEGEND:**
- Firelane, Access, & Utility Easement (FAUE)
 - Ex. Fire Hydrant
 - Prop. Fire Hydrant
 - Prop. Sign Location
 - Future Potential Parking (above the required minimum)

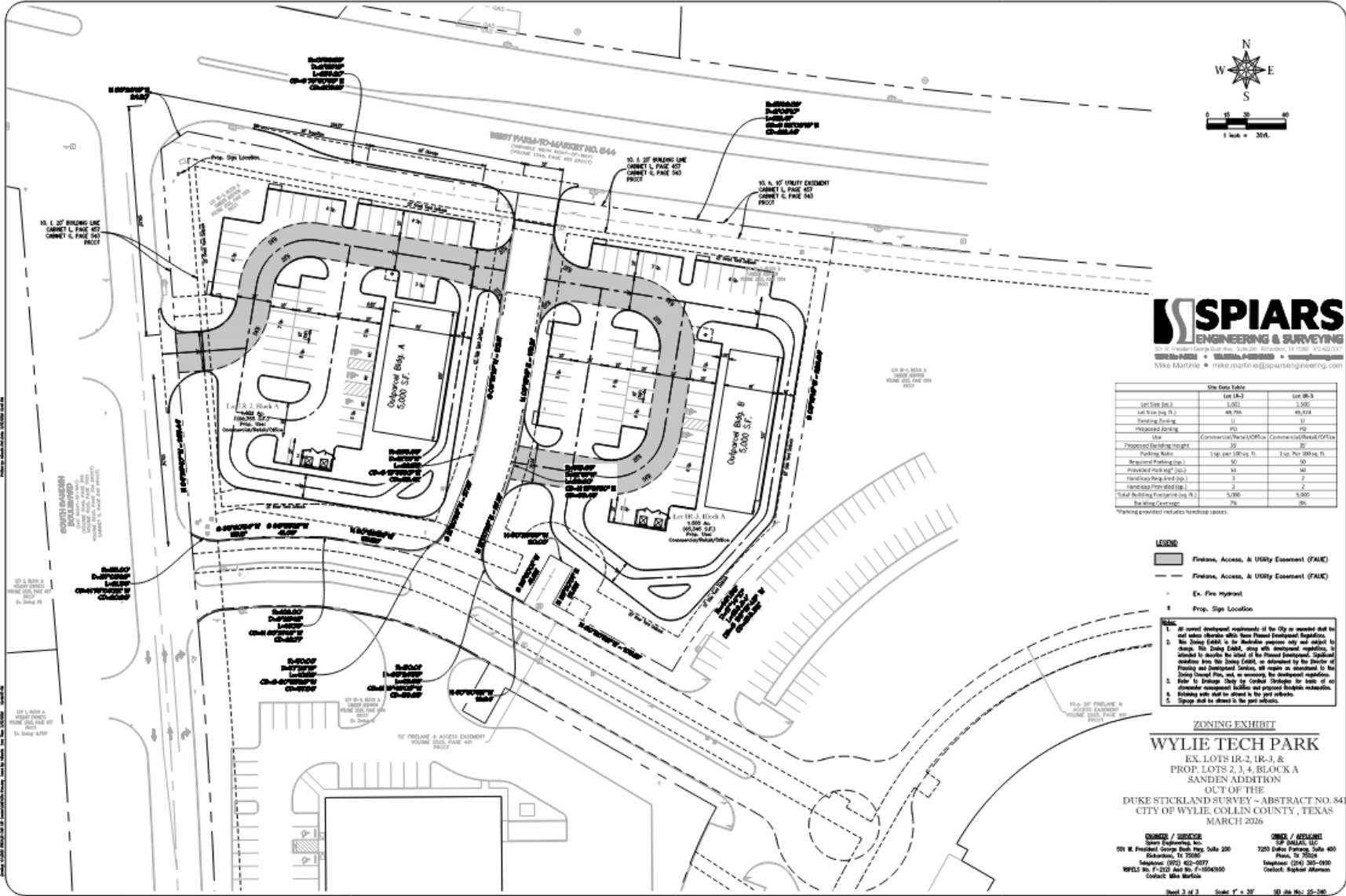
ZONING EXHIBIT
WYLIE TECH PARK
 EX. LOTS 1R-2, 1R-3, &
 PROP. LOTS 2, 3, 4, BLOCK A
 SANDEN ADDITION
 OUT OF THE
 DUKE STICKLAND SURVEY - ABSTRACT NO. 847
 CITY OF WYLIE, COLLIN COUNTY, TEXAS
 MARCH 2026

OWNER / SURVEYOR
 Spivey Engineering, Inc.
 201 W. Piedmont, George Bush, Suite 200
 Richardson, TX 75080
 Telephone: (972) 425-0177
 WELLS: Mr. F. 212 And Mr. F. 1042010
 Contact: Mike Marlowe

OWNER / APPLICANT
 WYLLIE TECH PARK, LLC
 7255 Dallas Parkway, Suite 400
 Plano, TX 75024
 Telephone: (972) 392-1900
 Contact: Richard Alvarado

Sheet 2 of 3 Scale: 1" = 40' SD Job No: 22-146

SPIARS
 ENGINEERING & SURVEYING
 10110 Preston Road, Suite 200, Richardson, TX 75081 972-400-2017
 10110 Preston Road, Suite 200, Richardson, TX 75081 972-400-2017
 10110 Preston Road, Suite 200, Richardson, TX 75081 972-400-2017



SPIARS
ENGINEERING & SURVEYING
 601 W. President George Bush Blvd., Suite 200 • Richardson, TX 75080 • 972.422.0077
 www.spiars.com • info@spiars.com • spiars@spiars.com
 Mike Martin • mike.martin@spiarsengineering.com

| Site Data Table | | |
|------------------------------------|-----------------------------|-----------------------------|
| | Lot 1R-2 | Lot 1R-3 |
| Lot Area (sq. ft.) | 3,500 | 3,500 |
| Lot Area (sq. ft.) | 48,750 | 48,750 |
| Proposed Building | 11 | 11 |
| Proposed parking | 40 | 40 |
| Use | Commercial/Research/Office | Commercial/Research/Office |
| Proposed Building Height | 30 | 30 |
| Parking Ratio | 1.1 sq. ft. per 100 sq. ft. | 1.1 sq. ft. per 100 sq. ft. |
| Required Parking (sq. ft.) | 50 | 50 |
| Provided Parking (sq. ft.) | 40 | 40 |
| Manufacturing (sq. ft.) | 3 | 3 |
| Warehouse (sq. ft.) | 3 | 3 |
| Total Building Footprint (sq. ft.) | 5,000 | 5,000 |
| Permitted Coverage | 7% | 8% |

*Marking provided indicates hazardous areas.

- LEGEND**
- ▭ Finares, Access, & Utility Easement (FAUE)
 - ▭ Finares, Access, & Utility Easement (FAUE)
 - - - Ex. Fire Hydrant
 - ⊕ Prop. Sign Location

- NOTES**
1. All noted development requirements of the City as required shall be met unless otherwise noted from Planned Development Regulations.
 2. The Zoning Code is for information purposes only and subject to change. The Zoning Code, along with development regulations, is located in Article 16 of the City of Wylie. Ordinance 2024-0017 provides for the City of Wylie, as amended by the Director of Planning and Development Services, will require an amendment to the Zoning Code, and, as necessary, the development regulations, prior to the City of Wylie by Council Resolution for each of all alternative development locations and proposed building construction. Planning and Development Services will provide the necessary information to the City of Wylie.
 3. Signs shall be placed in the front setback.

ZONING EXHIBIT
WYLIE TECH PARK
 EX. LOTS 1R-2, 1R-3, &
 PROP. LOTS 2, 3, 4 BLOCK A
 SANDEN ADDITION
 OUT OF THE
 DUKE STICKLAND SURVEY - ABSTRACT NO. 84
 CITY OF WYLIE, COLLIN COUNTY, TEXAS
 MARCH 2026

OWNER / SURVEYOR
 Spiars Engineering, Inc.
 601 W. President George Bush Blvd., Suite 200
 Richardson, TX 75080
 Telephone: (972) 422-0077
 WYLIE No. F-1232 Add. No. F-10042010
 Contact: Mike Martin

OWNER / APPLICANT
 SPIARS, LLC
 7200 Dallas Parkway, Suite 400
 Plano, TX 75024
 Telephone: (972) 395-0950
 Contact: Stephen Johnson

Sheet 3 of 3 Scale: 1" = 20' 30 Day No. 25-240

11

EXHIBIT "C"

PLANNED DEVELOPMENT STANDARDS

I. Purpose

This Planned Development District (the "District") is established to provide a development consisting of Commercial and Light Industrial uses, including the additional uses specified herein, to support economic growth within the region.

II. General Conditions

- A.** This District shall not affect any regulations within the Code of Ordinances, except as specifically modified herein. The District shall conform to all zoning and city ordinances as they exist or shall be amended, unless specified herein. In the event of a conflict between any city zoning or other ordinances and the provisions of this Planned Development, the provisions of this Planned Development shall control.
- B.** This District shall not affect any regulations of the Light Industrial District (LI) set forth in Article 4, Section 4.1, of the Zoning Ordinance of the City of Wylie in effect as of the effective date of the ordinance approving this District (as amended through _____, 2026, by Ord. No. ____) (the "Zoning Ordinance") except as specifically modified herein. In the event of a conflict between the Zoning Ordinance and this District, the terms of this District control. Upon approval by the City Council of the ordinance establishing this District, this District is vested in accordance with Tex. Loc Gov't Code Ch. 245 and this Planned Development Ordinance, inclusive of Exhibit "B", Zoning Exhibit, and all other exhibits herein, is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.

III. Special Conditions

- A. Definitions.** Unless otherwise stated, the definitions in Article 5.2 and Article 10 of the Zoning Ordinance apply to this District. The following definitions apply to this District:
1. *ALTERNATIVE FUEL VEHICLE (AFV) CENTER* means a facility where passenger or commercial alternative fuel vehicles are sold, serviced, and repaired. This use includes, but is not limited to, showroom space offering demonstrations and test drives; space for customer service and delivery of vehicles; office space; shop space for service and repair of vehicles; vehicle wash and detailing space; interior storage space; parking and overnight storage of vehicles; and electric vehicle (EV) chargers, ports, and related electrical infrastructure. This definition does not prohibit the sale, service, and repair of electric vehicles as otherwise allowed by these regulations.

2. *DATA CENTER* means a facility specifically designed for housing equipment for remote storage, processing, and/or distribution of large amounts of data, or similar medium. This includes, without limitation, equipment for networked computer systems and telecommunication switching, routers, operation centers, and other infrastructure critical for e-commerce companies, internet servers, data firms, fiberoptic cable, and other technology providers.
3. *EQUIPMENT RENTAL* means a facility for renting items including, but not limited to, tools, and light and heavy equipment, tents, party supplies, etc.
4. *FOOD PROCESSING* means a facility in which food for human consumption is provided in the final form, such as candy, baked goods and ice cream, and the food is distributed to retailers or wholesalers for resale on or off the premises. This use includes kitchens used for the preparation of food to be catered at a second location. The term does not include food or beverage processing which uses any mechanized assembly line production of canned or bottled goods.
5. *LABORATORIES, RESEARCH AND DEVELOPMENT, OR TESTING* means a facility that is equipped for engineering, medical, or scientific experimentation, testing, research, development, analysis, innovation, or teaching.
6. *LIGHT ASSEMBLY AND FABRICATION* means a use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, that may include any of the following or similar activities: processing, fabrication, assembly, packaging, incidental storage, sales and distribution of products, but excluding basic industrial processing.
7. *MAILING AND SHIPPING* means a facility for the sorting and delivery of commercial or government letters, mailers, and packages. This use also includes a retail facility that provides shipping, printing, mailbox rentals, and document services.
8. *MEDICAL CLINIC* means a facility for examining, consulting with, and treating patients with medical, dental, or optical problems on an out-patient basis. Outpatient surgery centers are considered to be medical clinics in this District.
9. *PHARMACY* means a facility used for the preparing, preserving, compounding, storing, and dispensing of medical drugs. This use includes retail establishments open to the public, non-public establishments associated with institutional uses, and specialty pharmacies.
10. *SERVICE COURT* means that area used for loading and unloading and other activities generally located between the rear of each pair of flex buildings as depicted on the Exhibit "B", the Zoning Exhibit, including but not limited to additional parking, enclosed play areas protected by bollards or fencing, outside

generators on pads to back up power supply, general loading and truck court activity..

11. *SITE* means the entire property included in this District, including Lots 1R-2 and 1R-3 of the Sanden Addition and proposed Lots 2, 3, and 4 of the Sanden Addition, as depicted on the Exhibit "B", the Zoning Exhibit.
 12. *SPECIAL EVENT/CONFERENCE CENTER* means a facility available for rental for the hosting of special events, conferences, meetings, and other similar activities.
 13. *SWIM SCHOOL* means schools and aquatic instruction facilities, including indoor pools used primarily for the purpose of teaching swimming and water safety to individuals or groups, provided that all operations are conducted in compliance with applicable health, safety, and building regulations.
 14. *TRAINING CENTER* means a dedicated facility that provides on-site training in business, commercial, and / or trade skills. The facility may be owned or operated by a commercial business or by a union, trade group, or other professional association. The facility may provide hands-on training in addition to classroom learning.
 15. *VEHICLE DISPLAY SALES OR SERVICE* means a facility for the display, rental, retail sale, or service of new or used automobiles, boats, trucks, motorcycles, motor scooters, recreational vehicles, golf carts, or trailers excluding oversized motor vehicles and oversized trailers.
 16. *WAREHOUSE / DISTRIBUTION CENTER* means a facility used primarily for the inside storage of items. Distribution Center means a warehouse facility which is used primarily for distribution by rail or truck.
 17. *ZONING EXHIBIT* means the plan attached hereto as Exhibit B. The Zoning Exhibit is for illustrative purposes only and subject to change. The Zoning Exhibit and development regulations contained herein are intended to describe the intent of this Planned Development. Changes to the Zoning Exhibit will be in accordance with Section 6.1.F of the Zoning Ordinance of the City of Wylie.
- B. Permitted Uses.** The following uses which are either allowed in the Light Industrial District (LI), allowed in the LI District and modified herein, or defined herein, are permitted by right on the Site unless otherwise noted below:

- * *Signifies use shall be prohibited on Lots 1R-2 and 1R-3 as labeled on the Exhibit "B", the Zoning Exhibit.*

- * *Signifies use shall require a Special Use Permit (SUP) to be allowed on Lots 1R-2 and 1R-3 as labeled on Exhibit "B", the Zoning Exhibit, otherwise, permitted by right on other parts of the Site.*
- * *Signifies use shall only be permitted on Lots 1R-2 and 1R-3 as labeled on Exhibit "B", the Zoning Exhibit, and shall require a Special Use Permit (SUP).*

a. Institutional and Community Service

- a. Church/House of Worship
- b. Civic Center
- c. College or University
- d. Cultural Arts Facility
- e. Day Care Facility
- f. Library
- g. *School (Public or Private) Elementary
- h. *School (Public or Private) Secondary
- i. School, Business
- j. School, Technical or Trade
- k. Training Center

b. Office

- a. Financial Institution (with drive-thru)
- b. Financial Institution (without drive-thru)
- c. General Office
- d. Medical Clinic

c. Recreational, Entertainment, and Amusement

- a. **Commercial Amusement or Recreation (Low-Density Inside)
- b. **Commercial Amusement or Recreation (High-Density Inside)
- c. Health Club
- d. **Shooting Range Indoor

d. Retail, Personal Service, and Commercial

- a. *Alternative Fuel Vehicle Center (Outside Storage of vehicles is permitted as set forth in Section III.C below)
 - b. Antique Shop
 - c. Animal Clinic or Hospital
 - d. *Automobile Rental
 - e. Automobile Repair, Minor
 - f. Beer & Wine Package Sales
 - g. Brewery Winery Distillery
 - h. ***Car Wash
 - i. Dry Cleaning or Laundry, Drop-Off or Self Service
 - j. Cleaners (Commercial)
 - k. Equipment Rental
 - l. Food Processing
 - m. General Merchandise Store.
 - n. Grocery Store
 - o. Home Improvement Center, Lumber, Brick, or Building Materials
 - p. Household Equipment and Appliance Repair
 - q. ***Motor Vehicle Fueling Station
 - r. Permanent Cosmetic Establishment
 - s. Personal Service Use
 - t. Pharmacy
 - u. Restaurant with Drive in or Drive through service (only allowed on Lots 1R-2 and 1R-3)
 - v. Restaurant without Drive In or Drive Thru Service
 - w. Secondhand Goods
 - x. Special Event/Conference Center
 - y. Swim School
 - z. Used Merchandise Resale/Consignment or Thrift Shop
 - aa. Vehicle Display Sales or Service (Vehicles stored outside shall comply with the outside storage requirements in Section III.C below)
- e. Utility, Transportation and Public Service**
- a. *Data Center

- b. *Electrical Substation or Switching Station
- c. Local Utilities
- d. **Mounted Antenna
- e. Police or Fire Station
- f. **Radio, Television or Microwave Tower
- g. **Telecommunications Tower
- h. **Utility or Government Installation other than listed

f. Industrial and Manufacturing

- a. *Industrial (Inside)
- b. *Laboratories, Research and Development, or Testing
- c. *Light Assembly and Fabrication
- d. Printing and Publishing

g. Wholesale, Distribution, and Storage

- a. *Contractor's Maintenance Yard
- b. *Mailing and Shipping
- c. Mini-Warehouse (Self Storage)
- d. Office Showroom/Warehouse
- e. *Outside Storage (as set forth in Section III.C. below)
- f. *Warehouse/Distribution Center

h. Accessory Uses

- a. *Accessory Outside Storage
- b. *Caretakers Quarters/Domestic or Security Unit

10. Temporary Uses

- a. Temporary Construction Yard or, Construction or Sales Office

Future Uses: any additional use permitted in the LI District within the zoning ordinance of the City of Wylie after the effective date of the ordinance creating this District provided such use shall be subject to the same conditions applicable to the additional use in the LI District. For example, an additional use permitted in the LI District by right is permitted in this District by right; an additional use permitted in the LI District by specific use permit (SUP) is permitted in this District only by SUP; etc.

- C. Use Regulations.** The provisions in Section 5.2 – Listed Uses of the Zoning Ordinance shall apply except as modified below. Anything not modified herein is per the definitions in Section 5.2 that exist at the time of approval:
1. **Accessory Outside Storage.** The Additional Provisions of section 5.2(J)(6)(b) are deleted and replaced with the following:
 - a. Outside storage shall be permitted provided it is not visible from public right-of-way and is not located nor interferes with public access or fire lane easements.
 - b. Outside storage of vehicles is also permitted in the service courts labelled on *Exhibit “B”, the Zoning Exhibit*, provided it is not visible from public right-of-way and is not located nor interferes with public access or fire lane easements.
 2. Outdoor storage is only permitted in the Service Courts.
 3. **Animal Clinic or Hospital.** The Additional Provisions of §5.2(F)(1)(b) are deleted and replaced with the following:
 - a. Multifamily uses adjacent to the site are not considered residential uses for the purposes of this district.
 4. **Brewery, Winery, Distillery.** The Additional Provisions of §5.2(F)(30)(b)(2) are deleted and replaced with the following:
 - a. The General Provisions of section 7.10 of the Zoning Ordinance apply except.
 - b. A Special Use Permit shall not be required when there are additional uses on the same lot as a Brewery, Winery, Distillery use. Those accessory uses can include but are not limited to; events center, food truck park, restaurant without drive-thru service, and commercial entertainment.
 5. **Day Care Facility.** In addition to the Additional Provisions of §5.2(C)(6)(b), the following Additional Provisions apply in this District:
 - a. Outdoor play/recreation areas for Care Centers may be located in Service Courts, provided the play/recreation areas are directly adjacent to the building and fenced in utilizing a minimum 6-ft privacy fence protected by bollards, boulders, screen wall or similar protection with a maximum spacing between openings of three (3) feet.
 6. **Medical Clinic.** The Additional Provisions of §5.2(D)(1)(b) are deleted and replaced with the following:

- a. A medical clinic may occupy up to 100 percent of the gross floor area of a building in this district.
- 7. School (Public or Private) Elementary. The Additional Provisions of §5.2(C)(12)(b) are deleted and replaced with the following:
 - a. Pick-up and drop-off areas shall be provided on-site and are not required to accommodate school buses.
- 8. School (Public or Private) Secondary. The Additional Provisions of §5.2(C)(13)(b) are deleted and replaced with the following:
 - a. Secondary schools are not required to be located on a collector or larger street.
 - b. Pick-up and drop-off areas shall be provided on-site and are not required to accommodate school buses.
- 9. Used Merchandise/Resale Shop/Consignment or Thrift Store. The Additional Provisions of §5.2(F)(26)(b) are deleted in their entirety.

D. Development Regulations. The standards of Article 4 of the Zoning Ordinance shall apply except as modified below.

- 1. Exhibits. Development of the Site shall be in general conformance with Exhibit “B”, the “Zoning Exhibit”, Exhibit “D”, the Landscape Plan”, Exhibit “E”, the “Architectural Character Images”, and Exhibit “F”, the Signage Plan”. In the event of a conflict between Exhibits B,D,E, or F (Zoning Exhibit, Landscape Plan, Architectural Character Images, and Signage Plan), and the Planned Development Standards herein, the applicable Exhibit shall control. In the event of a conflict between this Planned Development (inclusive of all Exhibits), and city zoning regulations, this Planned Development shall control subject to City engineering and emergency service standards.
- 2. Development Standards. Figure 4-5 Light Industrial District development standards are modified as follows:

| Buffering and Screening | |
|--|--|
| Nonresidential Use Adjacent to Multifamily Use | Double Side and Rear Setback- 15' required landscaping along shared property line. Screening is not required (i) adjacent to the existing electrical distribution line, and (ii) along the eastern property line adjacent to multifamily use due to existing grade |

| | |
|---|--|
| | difference and existing masonry retaining wall. |
| Service and Loading Areas, including Service Courts | Masonry screening walls as shown on <i>Exhibit "B"</i> , the Zoning Exhibit, is required to shield visibility from public street or adjacent multifamily uses. Gates are not required. Multifamily uses shall not be considered residential uses for the purposes of this section. |

3. Non-Residential Design Standards. Section 4.3, Non-Residential Design Standards, is deleted and replaced with the following:

a. Site Design Requirements. Buildings shall comply with the following Site Design Requirements:

| Site Design Requirements | | |
|--------------------------|--|--|
| Element | Base Standard (all development must comply fully with all listed below) | Desirable (Each development must select 3 of the 7 desirables listed below) |
| Building Placement | 1. Entrances and/or facades shall be oriented to the public street or internal fire lane, access, and utility easements. | 1. Individual buildings on pad-site w/footprints = or < 10,000 square feet; Flex buildings-not applicable. 2. Front facade oriented to the street or internal drive aisles. |
| Parking Placement | 1. Parking spaces at least 10' from any residential lot line. | 1. Site plan with no more than 50% of parking in front of the building. 2. Building with no more than one row parking in front |
| Access Drives | 1. Access drives shall have a minimum width of 24 feet and a minimum | 1. Combined access points with adjacent tracts within the proposed |

| | | |
|--|---|--|
| | <p>turning radius of 25 feet.</p> <ol style="list-style-type: none"> 2. Landscaped treatment of entrances 3. At least one access shall be shared by proposed Lots 2, 3, and 4. | <p>development (can be within same project); combined access points may be between the pad sites and between the flex buildings, but not between the pad sites and flex buildings.</p> <ol style="list-style-type: none"> 2. Direct connection between buildings and streets, fire lanes, or access drives. |
| <p>Location of Service and Loading Areas</p> | <ol style="list-style-type: none"> 1. Service and Loading Areas, including Service Courts, shall include masonry screening walls to shield visibility from public street or adjacent residential uses. 2. Gates are not required. 3. Multifamily uses shall not be considered residential uses for the purposes of this section. 4. At Proposed Lots 2, 3, and 4, service and loading areas are not visible from public street, however masonry screening of service courts have been provided. | <ol style="list-style-type: none"> 1. Not visible from public street but provide masonry screening. |

b. Landscaping Design Requirements:

| Landscaping Design Requirements | | |
|--|--|---|
| Element | Base Standard (all development must comply fully with all listed below) | Desirable (Each development must select 4 of the 8 desirables listed below) |
| General | <ol style="list-style-type: none"> For the purposes of this section, proposed lots 2, 3, and 4 are deemed to be one lot. No landscaping is required along internal lot lines between lots 2, 3, and 4. | |
| Landscaping in Required Yards | <ol style="list-style-type: none"> At least 10% of the Site shall be landscaped. Landscaping is required in the front yard adjacent to public street, however no landscaping is required in the front yards located in or along floodplain or obstructed by a utility easement. Landscaping is required in side and rear yards adjacent to, or across the street from residential. | <ol style="list-style-type: none"> Landscaping that exceeds the minimum by 10%. Landscaping in side and rear yard not otherwise required. |
| Landscaping of Parking Lots | <ol style="list-style-type: none"> Site plans requiring more than 12 spaces are required to have 50 sq. ft. of landscaping per space. No parking space shall be located further than 60 feet from landscaped area on site. Parking rows 12 spaces or longer shall have landscaped islands at end. All parking rows shall have landscaped areas at least every 12 spaces. | <ol style="list-style-type: none"> Landscaping 10% or more in excess of 50 sq. ft./space. Parking lots, exclusive of Service Courts, with no space further than 40 feet from a landscaped area. Landscaped pedestrian connection to main entrance. |
| Visual Screening | <ol style="list-style-type: none"> Required screening in strip at least 5' wide, plants 3' in height when planted, include one flowering tree for every 20 linear feet of area. No landscaping is required in Service Courts. | |

| | | |
|---------------------------------|---|---|
| | 3. This provision does not apply to retail buildings with less than 10,000 SF in which Service Courts are not provided. | |
| Landscaping of Street Frontages | <ol style="list-style-type: none"> 1. At least 50% of required front yards along the public street shall be developed as landscaped buffer, at least 10' in width. However, no landscaped buffer is required along front yards located in or along floodplain or where obstructed by a utility surface site easement. 2. Trees required in buffer along the public street may be planted in groves or belts on a 30' to 40' foot spacing basis if practical. Spacing may be increased due to the placement of driveways and presence of underground utilities. 3. Required trees must be at least 3" in caliper at time of planting. | <ol style="list-style-type: none"> 1. Use of rock walls or other natural landscape features (including incorporating floodplain as a natural feature). 2. Increase in minimum width of landscape buffer by 20%. 3. Provision of special benches, pedestrian lighting other streetscape elements. |

c. Architectural Design Requirements:

- a. Lots 1R-2 and 1R-3. Architectural Design Requirements for Lots 1R-2 and 1R-3 shall comply with Figure 4-9 Architectural Design Requirements of the Zoning Ordinance.
- b. Proposed Lots 2, 3, and 4.
 - 1) Architectural Character Images attached as Exhibit "E", the "Architectural Character Images", are intended to convey a general range of architectural features that may be approved as described in the regulatory text. The images in Exhibit "E" are for illustrative purposes only and are intended to be an overall depiction of the type, style, and quality of flex building that may be constructed on the Site.

- 2) Architectural Design Requirements for Proposed Lots 2, 3, and 4 shall comply with the following:

| Architectural Design Requirements | | |
|---|--|--|
| Element | Base Standard (all development must comply fully with all listed below) | Desirable (Each development must select 3 of the 4 desirables listed below) |
| Building Materials | <ol style="list-style-type: none"> Buildings shall be constructed of masonry products on front facade. Tilt wall construction is permissible. Roofs with pitches greater than 2:12 use specified roofing materials (asphalt shingles, concrete or clay roofing tiles, standing seam metal roofing, or slate roofing shingles). | <ol style="list-style-type: none"> Use of two complementary primary facade materials to help achieve facade articulation, visual variety and/or architectural detailing (including glazing). Copy same style entire block. |
| Building Articulation, Form and Massing | <ol style="list-style-type: none"> Entrances must be emphasized with architectural elements as illustrated in Exhibit "E", the Architectural Character Images. Buildings shall be articulated in the style depicted on Exhibit "E", the Architectural Character Images. | <ol style="list-style-type: none"> Application of base standards to facades not facing a public street. Use of Architectural detailing and/or materials to provide variety in visual appearance. |

- E. General Development Regulations:** – For proposed Lots 2, 3, and 4, the standards of Article 7 of the Zoning Ordinance shall apply except as modified below.

- Screening. The provisions in Section 7.2(A) *Screening of Mechanical Equipment* are deleted in their entirety and replaced with the following:
 - Screening for mechanical units shall apply to new building construction only.
 - Roof mounted mechanical units shall be screened from view, using a one and one-half (1.5) foot metal roof screen. The Service Court side of the building is exempt from this requirement.

2. Trash Receptacles. Section 7.2(B) of the Zoning Ordinance, *Trash Receptacles*, is deleted in its entirety and replaced with the following:
 - a. Trash receptacles shall be located in Service Courts. No additional screening of trash receptacles is required due to the screening of the Service Courts. Trash Receptacles are not required to be indicated on site plans.

3. Parking. The provisions in Section 7.3 – Off-Street Parking Requirements are modified as follows:
 - a. Section 7.3(B) of the Zoning Ordinance, *Applicability*, applies except as modified herein.
 - b. Section 7.3(C)(1) of the Zoning Ordinance, under *General Regulations*, applies except as modified herein.
 - c. Section 7.3(D)(3) of the Zoning Ordinance, *Different Use Areas*, is deleted in its entirety and replaced with the following:
 - a. The parking areas shall be located as generally depicted on Exhibit “B”, the Zoning Exhibit.
 - b. The site shall include two (2) parking spaces for every one thousand (1,000) square feet of gross-floor area, regardless of the mix of tenants, and no further parking analysis on a tenant-by-tenant basis will be required as the mix of tenants changes over time.
 - d. Section 7.3(D)(5) of the Zoning Ordinance, *Maximum Parking*, is deleted in its entirety and does not apply to this district.
 - e. Section 7.3(H)(2) of the Zoning Ordinance, *Dimensional Requirements*, is modified as follows:
 - a. The Service Courts, which shall include all loading and unloading areas as indicated on Exhibit “B”, the Zoning Exhibit, shall be exempt from the requirements of Section 7.3(H)(2) of the Zoning Ordinance. Service Courts may be striped with 9-foot wide by 18-foot-long spaces. Site Plans shall show general areas designated for potential, future parking.

Section 7.3(H)(5) of the Zoning Ordinance, *Lighting*, is deleted in its entirety and replaced with the following:

Parking areas used during the hours of darkness shall be illuminated for security and safety. At a minimum, an average one-foot candle shall be maintained across the surface of the parking area at a uniformity ratio of 11:1. Illumination, including security lighting, shall be directed away from adjoining properties and shall be arranged and controlled so as not to cause a nuisance either to highway traffic or to surrounding uses. Illumination may be mounted on buildings.

f. Section 7.3(H)(8) of the Zoning Ordinance, *Wheel Stops/Curbing*, is deleted in its entirety and replaced with the following:

a. Concrete wheel stops or curbing at least six inches high and six inches wide shall be provided to prevent vehicles overhanging abutting properties or public rights-of-way, to protect landscaped areas and to protect adjacent properties.

4. Retaining Walls. Retaining walls are allowed to be constructed within setbacks.

F. Sign Regulations. Construction and installation of signs shall be as set forth in Exhibit "F", the "Signage Plan", which, according to Section 22.442(b)(1) shall control signage for development on the Site.

1. Signage shall be constructed as depicted on the Exhibit "F", the Signage Plan. Renderings in the Signage Plan are for illustrative purposes and are intended to be an overall depiction of the type, style, and quality of signage that may be installed on the Site.
2. Exhibit "F", the Signage Plan, establishes permitted signage under this District. Any additional signage requests will be subject to Article XX of Chapter 22 – Buildings and Building Regulations of the Wylie City Code.
3. Signs are allowed to be installed within setbacks.

G. Platting. For the sole purpose of creating lots within the Property, a preliminary and a final plat showing the new lots may be processed and approved concurrently in accordance without approval and installation of utilities and dedication of easements (a "Conveyance Plat"). The Conveyance Plat may abandon or relocate easements for utilities that are to be removed or relocated. Prior to construction of a building on a lot that is subject to a Conveyance Plat, a final plat or replat shall be approved in accordance with the Subdivision Ordinance in which required utilities are provided, easements are dedicated, and installation of utilities is provided in accordance with the Subdivision Ordinance.

- H. **Lot access.** Lots are not required to front onto a dedicated, improved public street but shall have access to a dedicated, improved public street by way of an access easement.
- I. **Lapse of Approval of Site Plans and Engineering Plans.** Section 2.2.J of the Subdivision Ordinance is amended to provide that the approval of site plans and engineering plans for any part of development of the Property will not lapse as long as construction commences within the first phase of development within 365 days after approval of the engineering plans and approval of said plans shall remain in perpetuity. The period within which construction needs to commence for the first phase of development within 365 days may be extended for up to 180 days at the approval of the Director.
- J. **Two points of Vehicular Access.** Access from Sanden Boulevard and emergency access at the northeast corner of the Property from the adjacent property, as shown on the Zoning Exhibit, satisfies the requirement for two points of access to a subdivision for the Property.
- K. **Access Easements.** Section 2.5.B.5 is hereby modified to require the following access easement language on the final plat: The undersigned does covenant and agree that the access easement may be utilized only by persons who are tenants or guests of tenants solely for the purpose of ingress and egress to such tenant's unit, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Wylie, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises solely for the purpose of duly performing their respective duties as agents, employees, workmen and representatives of the City of Wylie.
- K. **Sanden Boulevard Right-of-Way.** Sanden Boulevard is designated on the City of Wylie Thoroughfare Plan as a "Secondary Thoroughfare (Type C)" which requires 100 feet of right-of-way. Sanden Boulevard right-of-way is currently 110 feet in width. Since Sanden Boulevard exceeds the required right-of-way, no additional right-of-way is required to be dedicated from the Property for development of the Property.
- L. **Phasing.** A final plat for a phase of development shall be recorded after the infrastructure for such phase of development has been installed in accordance with approved plans and specifications. Building permits may be submitted for review once engineering plans are approved. Building permits for construction in a phase of development may be issued by the building official once adequate infrastructure has been installed for such phase of development in accordance with approved plans and

specifications (adequate infrastructure consists of fire lanes and water infrastructure). Permits for vertical construction such as foundations, rough grading and rough plumbing, may be issued concurrent with site permits.

- M. Easements.** For purposes of this planned development, Section 3.3.E is modified as follows, “For all new development, all necessary on-site easements shall be established on the subdivision plat or by separate instrument, and they shall be labeled on the subdivision plat, if established on the subdivision plat, for the specific purpose, and to the specific entity for which they are being provided.”
- N. Fire Hydrants.** Fire hydrants are not required to be installed in service courts in which the adjacent buildings are equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the City of Wylie Fire Code and a portion of such buildings is no more than 600 feet from a fire hydrant.

| Tree # | Species - Common | Species - Scientific | DBH (in.) | Multi - Stem Notes (in.) | TO REMAIN TO BE REMOVED | EXEMPT IN BUILDABLE AREA (ft) | CALIPER INCHES TO REMAIN | Condition |
|--------|------------------|------------------------|-----------|--------------------------|-------------------------|-------------------------------|--------------------------|-----------|
| 237 | Rur Oak | Quercus macrocarpa | 8 | | Y-REMOVED | 8 | | FAIR |
| 238 | Rur Oak | Quercus macrocarpa | 11 | | Y-REMOVED | 11 | | FAIR |
| 239 | Rur Oak | Quercus macrocarpa | 13.5 | | Y-REMOVED | 13.5 | | FAIR |
| 240 | Baldam Redbud | Cercis canadensis | 8 | | Y-REMOVED | 8 | | VERY POOR |
| 241 | Rur Oak | Quercus macrocarpa | 9 | | Y-REMOVED | 9 | | FAIR |
| 242 | Mexican Ash | Fraxinus berlandierana | 16.5 | | Y-REMOVED | 16.5 | | FAIR |
| 243 | Mexican Ash | Fraxinus berlandierana | 26 | | Y-REMOVED | 26 | | FAIR |
| 244 | Mexican Ash | Fraxinus berlandierana | 30 | | Y-REMOVED | 30 | | VERY POOR |
| 245 | Mexican Ash | Fraxinus berlandierana | 17 | | Y-REMOVED | 17 | | POOR |
| 246 | Mexican Ash | Fraxinus berlandierana | 16.5 | | Y-REMOVED | 16.5 | | FAIR |
| 247 | Mexican Ash | Fraxinus berlandierana | 15 | | Y-REMOVED | 15 | | FAIR |
| 248 | Mexican Ash | Fraxinus berlandierana | 20 | | Y-REMOVED | 20 | | POOR |
| 249 | Mexican Ash | Fraxinus berlandierana | 8 | | Y-REMOVED | 8 | | VERY POOR |
| 250 | Mexican Ash | Fraxinus berlandierana | 21 | | Y-REMOVED | 21 | | POOR |
| 251 | Rur Oak | Quercus macrocarpa | 15 | | Y-REMOVED | 15 | | FAIR |
| 252 | Rur Oak | Quercus macrocarpa | 9 | | Y-REMOVED | 9 | | FAIR |
| 253 | Rur Oak | Quercus macrocarpa | 10.5 | | Y-REMOVED | 10.5 | | FAIR |
| 254 | Rur Oak | Quercus macrocarpa | 17 | | Y-REMOVED | 17 | | FAIR |
| 255 | Rur Oak | Quercus macrocarpa | 18 | | Y-REMOVED | 18 | | FAIR |
| 256 | Mexican Ash | Fraxinus berlandierana | 18.5 | | Y-REMOVED | 18.5 | | POOR |
| 257 | Mexican Ash | Fraxinus berlandierana | 12.5 | | Y-REMOVED | 12.5 | | FAIR |
| 258 | Mexican Ash | Fraxinus berlandierana | 12 | | Y-REMOVED | 12 | | FAIR |
| 259 | Mexican Ash | Fraxinus berlandierana | 10 | | Y-REMOVED | 10 | | FAIR |
| 260 | Rur Oak | Quercus macrocarpa | 12.5 | | Y-REMOVED | 12.5 | | FAIR |
| 261 | Rur Oak | Quercus macrocarpa | 12 | | Y-REMOVED | 12 | | VERY POOR |
| 262 | Mexican Ash | Fraxinus berlandierana | 26.5 | | Y-REMOVED | 26.5 | | VERY POOR |
| 263 | Rur Oak | Quercus macrocarpa | 9.5 | | Y-REMOVED | 9.5 | | FAIR |
| 264 | Galax Blm | Ulmus crassifolia | 15 | | Y-REMOVED | 15 | | FAIR |
| 265 | Crepe Myrtle | Lagerflora parviflora | 21 | DRY DB | Y-REMOVED | 21 | | FAIR |
| 266 | Crepe Myrtle | Lagerflora parviflora | 14.5 | DRY | Y-REMOVED | 14.5 | | FAIR |
| 267 | Crepe Myrtle | Lagerflora parviflora | 16.5 | DRY DB | Y-REMOVED | 16.5 | | FAIR |
| 268 | Crepe Myrtle | Lagerflora parviflora | 19 | DRY DB | Y-REMOVED | 19 | | FAIR |
| 269 | Galax Blm | Ulmus crassifolia | 19.5 | DRY DB | Y-REMOVED | 19.5 | | FAIR |
| 270 | Hickory | Q. coccidentalis | 17 | | Y-REMOVED | 17 | | FAIR |
| 271 | Green Elm | Ulmus parvifolia | 15 | | Y-REMOVED | 15 | | FAIR |
| 272 | Green Elm | Ulmus parvifolia | 10 | | Y-REMOVED | 10 | | FAIR |
| 273 | Green Elm | Ulmus parvifolia | 14 | | Y-REMOVED | 14 | | FAIR |
| 274 | Green Elm | Ulmus parvifolia | 17 | | Y-REMOVED | 17 | | FAIR |
| 275 | Green Elm | Ulmus parvifolia | 13 | | Y-REMOVED | 13 | | FAIR |
| 276 | Green Elm | Ulmus parvifolia | 10 | | Y-REMOVED | 10 | | FAIR |
| 277 | Green Elm | Ulmus parvifolia | 14 | | Y-REMOVED | 14 | | FAIR |
| 278 | Green Elm | Ulmus parvifolia | 13 | | Y-REMOVED | 13 | | FAIR |
| 279 | Green Elm | Ulmus parvifolia | 12 | | Y-REMOVED | 12 | | FAIR |
| 280 | Green Elm | Ulmus parvifolia | 9.5 | | Y-REMOVED | 9.5 | | FAIR |
| 281 | Green Elm | Ulmus parvifolia | 14 | | Y-REMOVED | 14 | | FAIR |
| 282 | Green Elm | Ulmus parvifolia | 10 | | Y-REMOVED | 10 | | FAIR |
| 283 | Green Elm | Ulmus parvifolia | 9.5 | | Y-REMOVED | 9.5 | | FAIR |
| 284 | Black Willow | Salix nigra | 20.5 | DRY DB | Y-REMOVED | 20.5 | | POOR |
| 285 | American Elm | Ulmus americana | 7.5 | | Y-REMOVED | 7.5 | | FAIR |
| 286 | Hickory | Q. coccidentalis | 13.5 | DRY | Y-REMOVED | 13.5 | | FAIR |
| 287 | Hickory | Q. coccidentalis | 6 | DRY | Y-REMOVED | 6 | | FAIR |
| 288 | Hickory | Q. coccidentalis | 13.5 | DRY | Y-REMOVED | 13.5 | | FAIR |
| 289 | Hickory | Q. coccidentalis | 8 | DRY | Y-REMOVED | 8 | | FAIR |
| 290 | Hickory | Q. coccidentalis | 7.5 | DRY | Y-REMOVED | 7.5 | | FAIR |
| 291 | Green Elm | Ulmus parvifolia | 10 | | Y-REMOVED | 10 | | VERY POOR |
| 292 | Green Elm | Ulmus parvifolia | 9 | | Y-REMOVED | 9 | | POOR |
| 293 | Green Elm | Ulmus parvifolia | 11 | | Y-REMOVED | 11 | | VERY POOR |
| 294 | Green Elm | Ulmus parvifolia | 12 | | Y-REMOVED | 12 | | POOR |
| 295 | Green Elm | Ulmus parvifolia | 8.5 | | Y-REMOVED | 8.5 | | VERY POOR |
| 296 | Green Elm | Ulmus parvifolia | 8.5 | | Y-REMOVED | 8.5 | | POOR |
| 297 | Green Elm | Ulmus parvifolia | 16 | DRY | Y-REMOVED | 16 | | FAIR |
| 298 | American Elm | Ulmus americana | 8 | | Y-REMOVED | 8 | | FAIR |
| 299 | American Elm | Ulmus americana | 13 | | Y-REMOVED | 13 | | FAIR |
| 300 | Hickory | Q. coccidentalis | 7 | | Y-REMOVED | 7 | | FAIR |
| 301 | Hickory | Q. coccidentalis | 10 | | Y-REMOVED | 10 | | POOR |
| 302 | Galaxy Pear | Pyrus calleryana | 12 | DRY DB | Y-REMOVED | 12 | | FAIR |
| 303 | Hickory | Q. coccidentalis | 7.5 | | Y-REMOVED | 7.5 | | FAIR |
| 304 | American Elm | Ulmus americana | 6 | | Y-REMOVED | 6 | | FAIR |
| 305 | Green Elm | Ulmus parvifolia | 21 | DRY DB | Y-REMOVED | 21 | | FAIR |
| 306 | Green Elm | Ulmus parvifolia | 11 | | Y-REMOVED | 11 | | FAIR |
| 307 | American Elm | Ulmus americana | 11 | | Y-REMOVED | 11 | | FAIR |
| 308 | American Elm | Ulmus americana | 24 | | Y-REMOVED | 24 | | FAIR |
| 309 | American Elm | Ulmus americana | 7 | | Y-REMOVED | 7 | | FAIR |
| 310 | American Elm | Ulmus americana | 9.5 | | Y-REMOVED | 9.5 | | FAIR |
| 311 | Black Willow | Salix nigra | 21.5 | | Y-REMOVED | 21.5 | | FAIR |
| 312 | American Elm | Ulmus americana | 7 | | Y-REMOVED | 7 | | FAIR |
| 313 | Black Willow | Salix nigra | 20.5 | | Y-REMOVED | 20.5 | | FAIR |
| 314 | Green Elm | Ulmus parvifolia | 6 | | Y-REMOVED | 6 | | DRY |
| 315 | Black Willow | Salix nigra | 20 | DRY DB | Y-REMOVED | 20 | | FAIR |
| 316 | Black Willow | Salix nigra | 20 | DRY DB | Y-REMOVED | 20 | | FAIR |
| 317 | Black Willow | Salix nigra | 8.5 | | Y-REMOVED | 8.5 | | FAIR |
| 318 | American Elm | Ulmus americana | 10 | | Y-REMOVED | 10 | | FAIR |
| 319 | American Elm | Ulmus americana | 12.5 | DRY | Y-REMOVED | 12.5 | | FAIR |
| 320 | American Elm | Ulmus americana | 8.5 | DRY | Y-REMOVED | 8.5 | | FAIR |
| 321 | American Elm | Ulmus americana | 11 | | Y-REMOVED | 11 | | FAIR |
| 322 | American Elm | Ulmus americana | 10.5 | | Y-REMOVED | 10.5 | | FAIR |
| 323 | Green Elm | Ulmus parvifolia | 10 | | Y-REMOVED | 10 | | FAIR |
| 324 | American Elm | Ulmus americana | 13 | DRY | Y-REMOVED | 13 | | FAIR |
| 325 | Black Willow | Salix nigra | 20 | | Y-REMOVED | 20 | | FAIR |
| 326 | Hickory | Q. coccidentalis | 7 | | Y-REMOVED | 7 | | FAIR |
| 327 | American Elm | Ulmus americana | 9 | | Y-REMOVED | 9 | | FAIR |
| 328 | Hickory | Q. coccidentalis | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 329 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 330 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 331 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 332 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 333 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 334 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 335 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 336 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 337 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 338 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 339 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 340 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 341 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 342 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 343 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 344 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 345 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 346 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 347 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 348 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 349 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 350 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 351 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 352 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 353 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 354 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 355 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 356 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 357 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 358 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 359 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 360 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 361 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 362 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 363 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 364 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 365 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 366 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 367 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 368 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 369 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 370 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 371 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 372 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 373 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 374 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 375 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 376 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 377 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 378 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 379 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 380 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 381 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |
| 382 | Black Willow | Salix nigra | 11 | | Y-REMOVED | 11 | | FAIR |

| Tree # | Species - Common | Species - Scientific | DBH (in.) | Multi - Stem Notes (in.) | TO REMAIN TO BE REMOVED | EXEMPT IN BUILDABLE AREA (ft) | CALIPER INCHES TO REMAIN | Condition |
|--------|------------------|----------------------|-----------|--------------------------|-------------------------|-------------------------------|--------------------------|-----------|
| 383 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 384 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 385 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 386 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 387 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 388 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 389 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 390 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 391 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 392 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 393 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 394 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 395 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 396 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 397 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 398 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 399 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 400 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 401 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 402 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 403 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 404 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 405 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 406 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 407 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 408 | American Elm | Ulmus americana | 11.5 | | Y-REMOVED | 11.5 | | FAIR |
| 409 | American Elm | Ulmus americana | 11.5 | | | | | |

ARCHITECTURAL CHARACTER IMAGES

Flex/R&D Product Examples



Tilt Up Character Image



Brick & Block Character Image



Brick & Block Character Image



Brick & Block Character Image



Brick & Block Character Image

7250 Dallas Parkway | Suite 400 | Plano, Texas 75024
214.393.0100 | SJPI.COM/



SIGNAGE PLAN

GENERAL NOTES

- Proposed Signage Plan is not intended to restrict signage or uses typically allowed by the local sign code.
- Any tenant in the development can be advertised on sign 10 -- regardless of lot.

1 SITE PLAN
Scale: Not to Scale

2 DIRECTIONAL SIGN - TYPE 1
Scale: 3/8" = 1'-0"

- Sign Area: 11 SF Max
- Quantity: As Needed
- Sign Height: 6' Max
- Type 1 signs are to be used at decision making points throughout the park and are intended to reinforce standard traffic and road identification signage. Content to shall not include suite numbers.
- Sign materials will be the same or complement the main entry sign for a unified appearance.
- Signs may be internally illuminated or non-illuminated.
- Signs may be single or double-sided.

3 DIRECTIONAL SIGN - TYPE 2
Scale: 3/8" = 1'-0"

- Sign Area: 9 SF Max
- Quantity: As Needed
- Sign Height: 6' Max
- Type 2 signs are to be used at decision making points throughout the park and are intended to reinforce standard traffic and road identification signage.
- Sign materials will be the same or complement the main entry sign for a unified appearance.
- Signs may be internally illuminated or non-illuminated.
- Signs may be single or double-sided.

4 BUILDING ADDRESS
Scale: 3/8" = 1'-0"

- Location to be on front, side or rear corner as necessary. See elevation for details.
- Logo and address to be non-illuminated or illuminated.
- Building address numbers to be visible facing the lanes on all sides of building, have a contrasting background color and match number assigned by CID.

5 BUILDING-MOUNTED TENANT SIGNS
Scale: 3/8" = 1'-0"

- One building-mounted sign per tenant is permitted in place of tenant panel signs.
- Building mounted tenant signs can be illuminated or non-illuminated.
- Building mounted tenant signs are located above the tenant's main entrance, on the brick facade.
- Building mounted signs to be illuminated or non-illuminated. Content type, outline signs to be allowed where necessary and approved by St. John Properties.
- Non-illuminated sign boxes to be allowed.
- Tenants with one suite entrance are permitted a single suite sign area.
- Tenants with two or more entrances are permitted a double suite sign area.
- Typical image area may be exceeded with ISJ approval.

6 BUILDING ADDRESS
Scale: 3/8" = 1'-0"

7 TENANT MONUMENT SIGN
Scale: 3/8" = 1'-0"

- Sign Area: 15 SF Max
- Quantity: 2 Signs per building
- Sign Height: 6' Max
- Sign materials will be the same or complement the main entry sign for a unified appearance.
- Signs should be located proximate to building entrance as shown on plan.
- Signs may be single or double-sided.
- Signs to be non-illuminated.

8 TENANT PANEL SIGNS
Scale: 1/2" = 1'-0"

- Tenant panel sign locations are incorporated into the architecture of all buildings at tenant entrances.
- Tenants with a single suite entrance are permitted a single panel sign.
- Tenants with a double suite entrance are permitted a double panel sign if they occupy both adjoining suites.
- Tenants with main entrance at corner can have second sign on side of building.
- Tenants are allowed one tenant panel sign at rear of building.
- Tenant panel signs are non-illuminated.

9 DOOR SIGNS
Scale: Not to Scale

- Door signs identify the locations of tenant entrances and shall include suite #.
- Door sign content to be vinyl die-cut applied directly to door glass, and may not exceed a total area of 20" x 20".
- Door sign not to be permitted in white lettering only. Logogram door signs may be color.
- No door signs are permitted on non-operable doors or emergency-exit-only doors.
- Non-operable doors (sign plan approval) must have sign displayed in order that it is a non-operable door.
- Doors on back of building to include suite numbers for FD access.

10 MAIN ENTRY SIGN
Scale: 3/8" = 1'-0"

- Sign Area: 100 SF Max
- Quantity: 1 Sign per multi-suite entrance.
- Sign Height: 15' Max.
- Signs to be double-sided and located at the main entrances to the development identifying the park name.
- Sign materials will be the same as, or complement the directional signs for a unified appearance.
- Signs to be either internally illuminated or externally ground illuminated with flood lighting.
- Tenant panels can be either internally illuminated with flood lighting or externally ground illuminated with flood lighting.
- All address identification signs must meet requirements of the 2021 IFC Local regarding permitted size, background numbers or letters, etc.

11 MONUMENT SIGN
Scale: 3/8" = 1'-0"

12 TEMPORARY LEASE SIGNAGE
Scale: Not to Scale

- Quantity: 1 Sign per building and per parcel
- Temporary lease signage to be non-illuminated sign and/or banner used to advertise space for rent or lease until 100% occupancy is reached.
- Ground lease signs shall be a maximum of 50 square feet and shall not have or contain requirements. The sign height shall not exceed 16 feet.
- Building lease banners shall be a maximum of 200 square feet.

13 LANDMARK SIGN
Scale: 1/8" = 1'-0"

TENANT MONUMENT SIGNS

- Sign Area: 15 SF Max
- Quantity: 2 Signs per building
- Sign Height: 6' Max
- Sign materials will be the same or complement the main entry sign for a unified appearance.
- Signs should be located proximate to building entrance as shown on plan.
- Signs may be single or double-sided.
- Signs to be non-illuminated.

TENANT PANEL SIGNS

- Tenant panel sign locations are incorporated into the architecture of all buildings at tenant entrances.
- Tenants with a single suite entrance are permitted a single panel sign.
- Tenants with a double suite entrance are permitted a double panel sign if they occupy both adjoining suites.
- Tenants with main entrance at corner can have second sign on side of building.
- Tenants are allowed one tenant panel sign at rear of building.
- Tenant panel signs are non-illuminated.

DOUBLE SUITE SIGN AREA
TYPICAL AREA: 2'-0" X 24'-0"

SINGLE SUITE SIGN AREA
TYPICAL AREA: 2'-0" X 16'-0"

DOUBLE SUITE SIGN PANEL
TYPICAL AREA: 12'-8" X 1'-2"

SINGLE SUITE SIGN PANEL
TYPICAL AREA: 6'-8" X 1'-2"

LANDMARK SIGN

- Sign Area: 300 SF Max
- Quantity: 1 Sign
- Sign Height: 60' Max. allowed for park identification adjacent to a major Highway.
- Signs to be double-sided. Identify the park name and include an electronic message center (EMC).
- Sign materials to complement business park signs for a unified appearance.
- Signs to be illuminated internally.
- 10' x 20' Digital EMC, 10mm - 16mm
- Any tenant in the development can be advertised on the EMC.

Wylie Tech Park | Sandan Boulevard | Wylie, Texas 75098
 SIGNAGE PLAN
 S1 OF 1

TENTATIVE DEVELOPMENT SCHEDULE

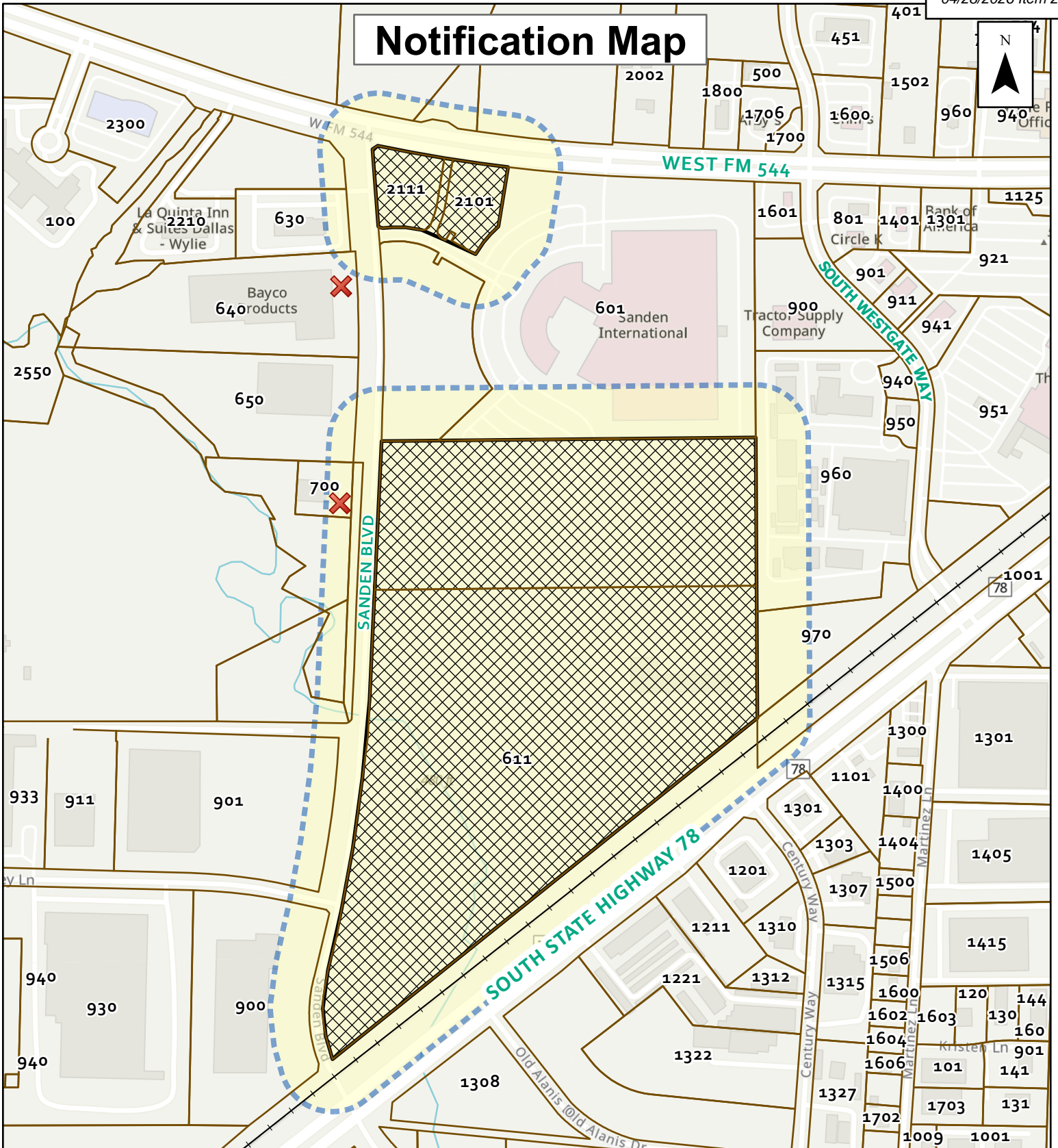
SCHEDULE:

- Zoning:
 - Submit: 2/16/2026
 - Planning & Zoning: 4/7/2026
 - City Council: 4/28/2026
- Site Plan/Plat*:
 - Submit: 5/04/2026
 - Planning & Zoning: 6/02/2026
 - City Council: 6/23/2026
- Construction Plan Preparation and City Review**: 7/6/2026-8/25/2026
- Release Building Permit: 8/26/2026
- Construction: 9/6/2026-9/6/2027
- File Plat and C.O.: 10/6/2027

*Please note this schedule is for the rezoning of all phases of the development. The Site Plan phases and beyond are for Phase 1 of the flex addition and supporting infrastructure. Future flex phases will be processed with future Site Plan/Construction Plan submittals not reflected on this calendar.

**Civil Plans will be submitted after first round of Site Plan Comments.

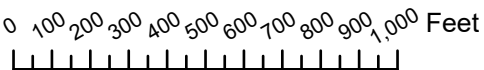
Notification Map



ZONING CASE:

ZC 2026-03 SJP Sanden Development

 SUBJECT property
  200 foot Notification Buffer



Date: 3/17/2026

COMPILED BY: G STAFFORD





PUBLIC COMMENT FORM

Submissions can now be made on-line at <https://records.wylietexas.gov/Forms/PublicComment> or by scanning the QR code in the upper right hand corner. (If completing the form below, please type or use black ink)

Department of Planning
300 Country Club Road
Building 100
Wylie, Texas 75098

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2026-03.
 I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2026-03.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of Planning & Zoning Commission meeting: Tuesday, April 07, 2026 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of City Council meeting: Tuesday, April 28, 2026 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name: Precision m/c manufacturing, Inc.
(please print)
Address: 700 Sanden Blvd.
Wylie, TX 75098
Signature: Kasey Cantman
Date: 3-25-2026

COMMENTS:

We think that Sanden Blvd needs a turn lane or to be expanded before all of this development. The larger development would be on flood land so it would need a bit of work to bring the land up to elevation. It also looks like there would only be one way in/out. With all the construction on that side of Sanden Blvd. & trucks going in & out, what happens to the normal Sanden traffic since it's only a 2 lane road? We see a lot of hold ups as businesses are trying to carry on normal daily activity. A few minutes after 4:30 pm school buses come down Sanden Blvd & each one has to stop at the railroad tracks which causes some delays & that is directly across from this potentially large development.



PUBLIC COMMENT FORM

Submissions can now be made on-line at <https://records.wylietexas.gov/Forms/PublicComment> or by scanning the QR code in the upper right hand corner. (If completing the form below, please type or use black ink)

Department of Planning
300 Country Club Road
Building 100
Wylie, Texas 75098

_____ I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2026-03.
 I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2026-03.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of Planning & Zoning Commission meeting: Tuesday, April 07, 2026 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of City Council meeting: Tuesday, April 28, 2026 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name: ERIC WILKSTROM, BAYCO PRODUCTS
(please print)
Address: 640 SANDEN BLVD
WYLIE, TX 75098
Signature: [Handwritten Signature]
Date: 3-31-26

COMMENTS:

PLEASE SEE ATTACHED



800-233-2155 • 469-326-9400 • 640 S. Sanden Blvd., Wylie, TX 75098

www.nightstick.com

Re: Zoning Case ZC 2026-03 – Sanden Development (Planned Development – Light Industrial)

**Related Case: ZC 2025-18 (Approved Special Use Permit – Distribution Facility)
City of Wylie Planning & Zoning Commission / City Council**

I am writing to express my **strong opposition** to Zoning Case **ZC 2026-03** as currently proposed.

This request must be evaluated in the context of the **recently approved Zoning Case ZC 2025-18**, which permits a high-intensity distribution facility with **24 dock doors** on Sanden Blvd. During that case, concerns were raised regarding **truck traffic, queueing, and roadway capacity**, particularly given that Sanden Blvd is only **one lane in each direction**. Those concerns remain unresolved, and no corresponding infrastructure improvements have been implemented.

ZC 2026-03 significantly increases the intensity of use by introducing a **multi-building industrial park across approximately 59.7 acres**, along with retail components.

Sanden Blvd is already operating at or near capacity

Based on daily use of this corridor, as well as observable traffic conditions at both ends of Sanden Blvd, it is evident that the roadway is already **operating at or near capacity during peak periods**.

1. Sanden Blvd & FM 544 (westbound access)

- Traffic regularly backs up through the intersection
- It often requires **multiple signal cycles** to proceed
- Vehicles exiting nearby properties, including the **Holiday Inn Express**, frequently have difficulty entering traffic

2. Sanden Blvd & State Highway 78 (northbound access)

- This intersection experiences **daily congestion and queueing**
- Backups frequently extend along Sanden Blvd

These are clear indicators of a roadway operating under **constrained conditions with limited remaining capacity**.

Additional impact from planned retail at Sanden Blvd & FM 544

The proposed development includes **retail uses near the southwest corner of Sanden Blvd and FM 544**, which will further intensify congestion at an already constrained intersection.

Retail uses introduce:

- **High-frequency passenger vehicle trips**
- Frequent **turning movements**, including left turns
- Additional **delivery traffic**

This creates a **mixed traffic environment**, where passenger vehicles and heavy trucks compete for limited roadway capacity, reducing signal efficiency and increasing conflict points.

Combined intensity of development far exceeds corridor capacity

When considering the combined impact of existing conditions, recently approved development, and the current proposal, the scale of traffic demand on Sanden Blvd becomes significant and quantifiable.

- Zoning Case **ZC 2025-18** introduces a high-intensity distribution facility with **24 dock-high loading doors** and **at least approximately 120–140 vehicle parking spaces based on the submitted site plan**, generating both substantial truck traffic and daily passenger vehicle trips
- Zoning Case **ZC 2026-03** introduces **approximately 708 parking spaces** across Site 1 (101 spaces) and Site 2 (607 spaces), representing a substantial volume of daily employee, visitor, and customer traffic
- In addition, Site 2 includes **multiple dock-served buildings with at least 29 visible dock positions**, indicating ongoing truck activity across multiple tenants

Collectively, this represents:

- **At least 53 dock doors/positions (24 + 29 minimum)**
- **At least approximately 828–848 total parking spaces** (including ZC 2025-18 minimum plus ZC 2026-03)

All of this traffic—industrial, employee, and retail—will ultimately rely on **Sanden Blvd**, a one-lane-each-direction roadway that is already constrained.

Even before accounting for these developments, Sanden Blvd is already **operating at or near capacity**. The addition of these traffic generators will place demand on the corridor that is **well beyond its functional capacity**, resulting in increased congestion, queue spillback, degraded Level of Service (LOS), and reduced reliability.

ZC 2026-03 creates a compounding and unsustainable condition

ZC 2026-03 introduces a large-scale, multi-building industrial development that will:

- Add continuous truck traffic from multiple tenants
- Increase peak-hour vehicle demand
- Introduce additional turning movements and access points

However, the site appears to rely on **limited access points to Sanden Blvd**, meaning all traffic is funneled into a constrained corridor.

When combined with the impacts of **ZC 2025-18 and retail development**, this creates a compounding effect likely to result in:

- **Queue spillback along Sanden Blvd**
- **Intersection failure conditions during peak periods**
- **Significant degradation of Level of Service (LOS)**

Queueing, spillback, and corridor failure risk

Sanden Blvd is a **two-lane undivided roadway** with:

- No turn lanes
- No dedicated queueing capacity
- No shoulders for overflow

Under these conditions, increased traffic will result in:

- **Queue spillback from both FM 544 and SH 78 intersections**
 - Vehicles blocking through lanes
 - Reduced effective roadway capacity
-

Public safety and emergency access concerns

If Sanden Blvd becomes obstructed due to queuing or turning movements, **emergency response access may be delayed**, including:

- Ambulances responding to medical emergencies
- Fire and police vehicles requiring reliable access

Emergency response depends on **predictable and unobstructed roadway conditions**, which may not be achievable under the proposed cumulative traffic demand.

! **Critical gap: prior approval without traffic analysis**

Zoning Case **ZC 2025-18** was approved without a comprehensive **Traffic Impact Analysis (TIA)** evaluating its effect on Sanden Blvd and adjacent intersections.

As a result, the City does not currently have a quantified understanding of:

- The traffic impacts of the approved distribution facility
- How that traffic will interact with existing congestion
- Whether the roadway network can safely accommodate the additional demand

At the same time, observed conditions already demonstrate that Sanden Blvd is operating **at or near capacity**.

! **It is not appropriate to proceed without first resolving existing impacts**

Before considering additional development under ZC 2026-03, it is essential that the City first:

Fully evaluate the combined impact of existing conditions, ZC 2025-18, and planned retail development through a comprehensive Traffic Impact Analysis.

Proceeding without this analysis would result in additional land use approvals **without a clear understanding of system capacity or safety implications.**

Likely need for roadway capacity improvements

Based on:

- Existing congestion conditions
- The scale of approved and proposed development
- The limitations of a one-lane-each-direction roadway

It is highly likely that **significant roadway capacity improvements will be required**, potentially including:

- Additional through lanes
- Dedicated turn lanes
- Intersection capacity enhancements
- Access management controls

Such improvements should be **identified through a Traffic Impact Analysis and implemented prior to further development approvals**, not after.

Requested Action

I respectfully request that the City:

Deny Zoning Case ZC 2026-03 as currently proposed

—or at minimum—

Require the following prior to any approval:

1. A comprehensive **Traffic Impact Analysis (TIA)** that:
 - Evaluates **combined impacts of ZC 2025-18 and ZC 2026-03**

- Includes detailed analysis of **Sanden Blvd at FM 544 and SH 78**
 - Assesses **Level of Service (LOS), queue lengths, and peak-hour operations**
2. Demonstrated **on-site queueing and stacking capacity** to prevent spillback onto Sanden Blvd
 3. Implementation of **roadway improvements prior to development**
 4. A condition prohibiting **truck staging or queueing on Sanden Blvd**
-

! Conclusion

Sanden Blvd is already operating at or near capacity under current conditions.

The combined impact of:

- Existing traffic
- ZC 2025-18
- Planned retail development
- And the proposed ZC 2026-03

...will result in **significant degradation of roadway performance** and create a **foreseeable and preventable traffic failure** along this corridor if not addressed in advance.

Respectfully submitted,



Eric Wickstrom, VP & CFO
Bayco Products
640 Sanden Blvd
Wylie, TX 75098



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-19 establishing a Citizens Bond Advisory Committee, providing for the scope and authority of the committee, and providing for the appointment of its members.

Recommendation

Motion to approve Ordinance No. 2026-19 establishing a Citizens Bond Advisory Committee, providing for the scope and authority of the committee, and appointing _____ to the committee.

Discussion

On April 14, 2026, a work session was held to discuss the formation and duties of a Citizens Bond Advisory Committee. The direction received was for each councilperson to appoint two members to the committee, plus one designee from the Planning and Zoning Commission and one from the Wylie Economic Development Corporation. Each member shall be a citizen of Wylie and a registered voter. In addition, the Committee will make a recommendation to the Council at the June 23, 2026, meeting.

In the motion to approve the Ordinance, the Council will need to state the Committee members. Staff will contact the members to schedule the first Committee meeting which we expect to be held in early May.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ESTABLISHING A CITIZENS BOND ADVISORY COMMITTEE (CBAC); PROVIDING FOR THE SCOPE AND AUTHORITY OF THE COMMITTEE; PROVIDING FOR THE APPOINTMENT OF ITS MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie is considering calling a local bond election for November 2026; and

WHEREAS, the City Council's desire is to appoint a Citizens Bond Advisory Committee (CBAC) to develop a Bond Program for recommendation to the City Council at its June 23, 2026 regular meeting; and

WHEREAS, the CBAC has the responsibility to develop a recommendation regarding the total amount of the bond issuance and the specific projects to be included in the proposition(s) presented to the voters; and

WHEREAS, bond projects are necessary in order to maintain and expand infrastructure to meet the needs of the continued growth of the city; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Wylie, Texas:

SECTION 1. The City Council shall appoint sixteen (16) members to serve on the CBAC, which shall consist of two (2) members designated by the Mayor and each City Council member, plus one member appointed by the Planning and Zoning Commission and the Wylie Economic Development Corporation. If a Committee member is unable to attend or must step down, the Council may appoint a replacement to take their place. Each member shall be a citizen of the City of Wylie and shall be a registered voter. The City Manager or designated representative will serve as the staff liaison.

SECTION 2. The CBAC shall meet a minimum of three (3) times, according to a schedule established by the CBAC. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

SECTION 3. The CBAC shall be a recommending body with no budget or administrative authority.

SECTION 4. The CBAC shall be charged with the following:

- (a) To discuss and consider a list of capital improvement projects for inclusion in a November 3, 2026 bond election.
- (b) To ensure that the bond program is fiscally responsible, adequately addresses current and future critical city needs, and is beneficial to all sectors of the community.
- (c) To make recommendation(s) to the City Council at the June 23, 2026 Regular Meeting about the total amount of the Bond issuance and the specific projects to be included in the proposition(s) presented to the voters.

SECTION 5. The City Council reserves the right to amend or deny any recommendation made by the CBAC.

SECTION 6. This Ordinance shall take effect immediately after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 28th day of April 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council
AGENDA REPORT

Department: Police

Account Code: _____

Prepared By: Anthony Henderson

Subject

Wylie Police Department Overview.

Recommendation

Discussion.

Discussion

Provide the City Council with an overview of the department.



WYLIE POLICE DEPARTMENT COUNCIL UPDATE 2026





MISSION STATEMENT CORE VALUES

04/28/2026 Item WS1.

Mission Statement

“Impacting the quality of life by providing a professional level of service that will foster support and build relationships with those we serve.”

Core Values

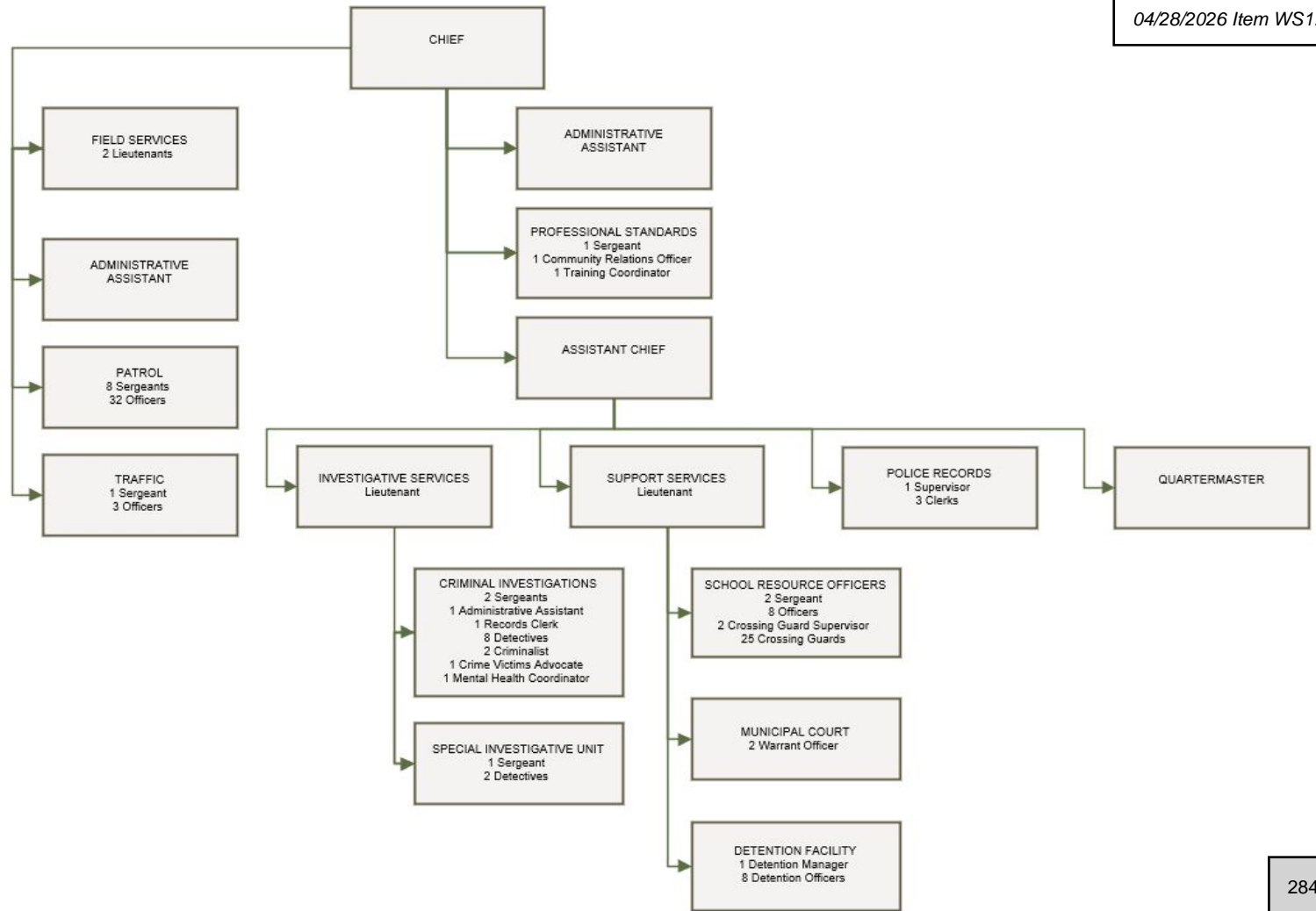
Servant Leadership

Hard Work

Positive Attitude

Support

Ethics





Staffing Levels

Authorized Strength - 127

- Sworn: 78
- Civilian: 49

Administrative

- Sworn: 4
- Civilian: 7

Detention

- Civilian: 9

Field Services

- Sworn: 46
- Civilian: 1

Investigative Services

- Sworn: 15
- Civilian: 5

Support Services

- Sworn: 13
- Civilian: 27



Accomplishments

- 17 New employees in 2025-26
 - 2 Detention Officers
 - 1 Records Clerks
 - 10 Officers
 - 4 Cadets in the current academy
 - 4 Openings
- Reduction in Major Crimes
- Advanced Law Enforcement Rapid Response Training (ALERRT) for all sworn personnel



Calls for Service

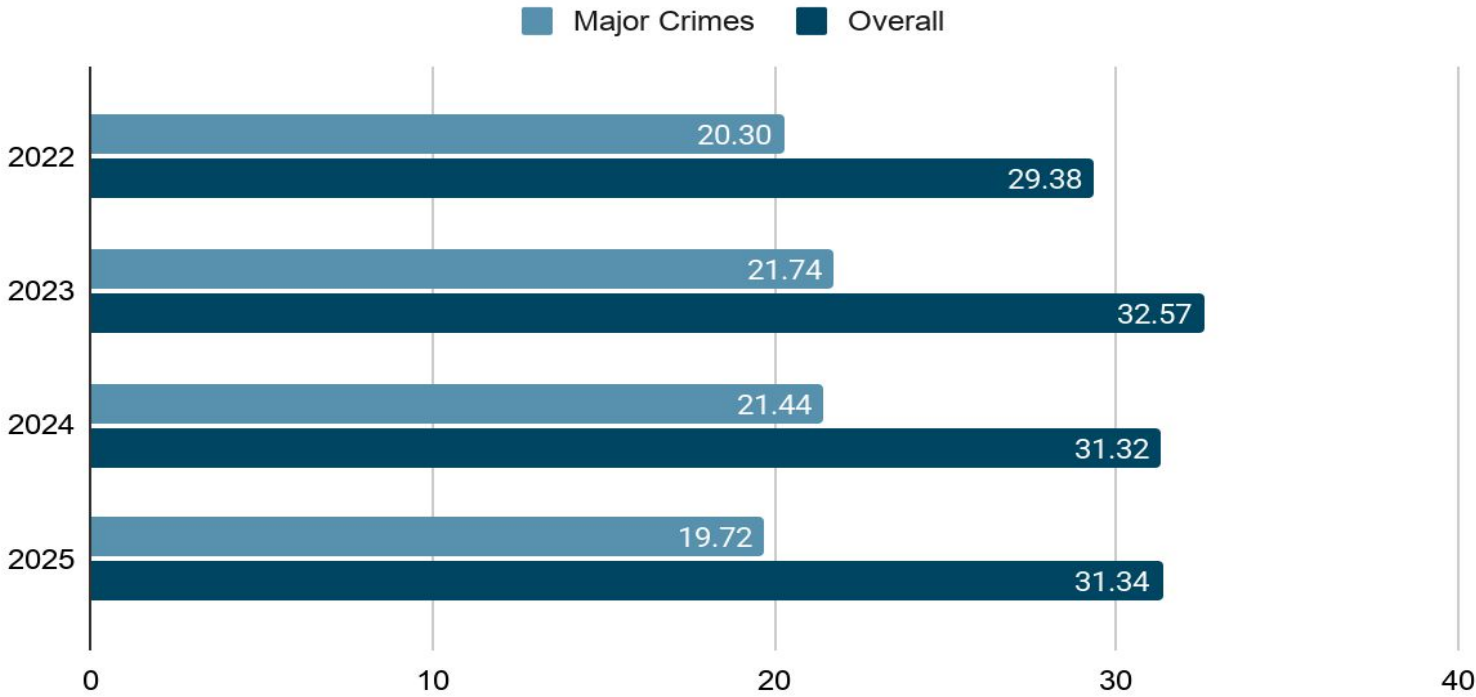
| Date Range Ending | Calls For Service | Officer Initiated Calls | Non-Officer Initiated Calls | Percentage of Officer Initiated |
|-------------------|-------------------|-------------------------|-----------------------------|---------------------------------|
| 2026 | 10,947 | 6,289 | 4,658 | 57.45% |
| 2025 | 37,983 | 21,634 | 16,349 | 59.96% |

Average Response Times for Priority 1 Calls

- 2026 - 4 min : 14 sec
- 2025 - 4 min : 10 sec



Crime Stats





Motor Vehicle Collisions

2024

2025

Minor: 898

Minor: 938

Major: 454

Major: 410

Fatal: 3

Fatal: 2

Total: 1,355

Total: 1,350



Red Light STEP Enforcement

March 2025

April 2025

Stops: 250

Stops: 165

Violations: 267

Violations: 172

81% were individuals commuting through the City



Traffic Unit CVE Stats

2025

2026

Truck Inspections: 288

Truck Inspections: 103

Total Violations: 782

Total Violations: 336

Total Out of Service (OOS): 98

Total Out of Service (OOS): 50

OOS Rate: 34%

OOS Rate: 49%



WISD Calls for Service

| | 2024 | 2025 | 2026 |
|-----------------------|------|------|------|
| Wylie East | 155 | 233 | 259 |
| Wylie High | 182 | 244 | 332 |
| Burnett Jr. High | 123 | 201 | 187 |
| McMillan Jr. High | 92 | 77 | 144 |
| Cooper Jr. High | 133 | 109 | 93 |
| Achieve Academy | 108 | 136 | 66 |
| Harrison Intermediate | 71 | 119 | 65 |
| Draper Intermediate | 100 | 65 | 54 |
| Davis Intermediate | 50 | 64 | 94 |
| Elementary Schools | 139 | 208 | 203 |

Detention Stats



| | 2024 | 2025 | 2026 |
|---------------|--------------|--------------|------------|
| COLLIN COUNTY | 8 | 66 | 0 |
| COMMUNITY ISD | 0 | 7 | 5 |
| PARKER | 56 | 51 | 7 |
| ROYSE CITY | 14 | 28 | 14 |
| JOSEPHINE | 40 | 71 | 25 |
| LAVON | 75 | 113 | 34 |
| MURPHY | 179 | 247 | 34 |
| WYLIE | 755 | 998 | 357 |
| Total | 1,127 | 1,581 | 476 |



Investigative Services

Cases Assigned to Investigators

- 2025 - 2,389
- YTD - 909

Crime Victim Advocate

- Follow up assistance
 - 2025 - 154
 - YTD - 49

Criminalists - Property & Evidence

- 2025 - 2,927
- YTD - 1,025



Digital Forensics

Digital Forensic Exams - 2025

- 296 Cell Phones
- 54 Computers
- 52 Thumb Drive / SD Cards
- 5 Vehicle Infotainment

Digital Forensic Exams - YTD

- 123 Cell Phones
- 19 Computers
- 7 Media





Mental Health Calls

| | 2025 | 2026 |
|---------|------|------|
| APOWW | 151 | 30 |
| Warrant | 10 | 3 |
| Events | 52 | 6 |

Mental Health Coordinator

- Follow Ups
 - 2025 - 171
 - YTD - 49



Police Records

| | 2025 | 2026 |
|----------------------|------|------|
| Open Records | 3212 | 837 |
| Subpoenas | 27 | 7 |
| Online Reports | 121 | 43 |
| Jail Book-in Packets | 1583 | 381 |



Public Safety Building

Expansion Needs

- Locker rooms
- Records
- Investigative Services
 - SIU
 - Digital Forensics
- Patrol
- Traffic
- Fitness Center
- Parking Lot
- Storage



Questions?