

Wylie City Council Regular Meeting

November 14, 2023 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Wylie Way Student - Davis Intermediate.

[PR2.](#) Life Saving Award to Officer Chris Williams.

PR3. National Hunger and Homelessness Awareness Week.

PR4. Small Business Saturday.

PR5. Veteran's Day.

PR6. Native American Heritage Month.

PR7. Lung Cancer Awareness Month.

PR8. National Entrepreneurs Day.

PR9. National Apprenticeship Week.

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 October 24, 2023 Regular City Council Meeting minutes.

[B.](#) Consider, and act upon, a request regarding the demolition of a commercial structure in accordance with Ordinance No. 2022-34. Property located at 100 E. Oak St., within the Downtown Historic District.

[C.](#) Consider and act upon, a request regarding the demolition of a commercial structure in accordance with Ordinance No. 2022-34. Property located at 104 S. Ballard. within the Downtown Historic District.

- D. Consider, and act upon, a Preliminary Plat of Hwy. 78 and Brown Addition, Lots 1-7, Block A, establishing six commercial lots and one open space lot on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street.
- E. Consider, and act upon, a Final Plat of Hwy. 78 and Brown Addition, Lots 1-7, Block A, creating six commercial lots and one open space lot on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street.
- F. Consider, and act upon, a Preliminary Plat of Texas Collision Addition Lot 1, Block A, establishing one commercial lot on 1.985 acres, located at 401 S. Westgate Way.
- G. Consider, and act upon, a Final Plat of 544 Gateway Addition, Lot 6R, Block A, being an Amended Plat of Lot 6, Block A of 544 Gateway Addition, establishing one commercial lot on 3.00 acres, located at 607 Commerce Drive.
- H. Consider, and act upon, a Preliminary Plat of Lots 1-5X, Block A of Wylie Lake Townhomes Phase II, establishing four single-family attached and one open space lot on 0.937 acres. Property generally located north of 1924 Spencer Lane.
- I. Consider, and act upon, Ordinance No. 2023-51 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A (Comprehensive Fee Schedule), Article VIII (Public Library), Section A (Library Fees) amending DVD, per day/per item fee.
- J. Consider, and act upon, the award of Professional Services Project Order (PSPO) No. #W2023-114-E for E. FM 544 Geotech Services to Alliance Geotechnical, in the estimated amount of \$149,890.00, and authorizing the City Manager to execute any necessary documents.
- K. Consider, and act upon, the award of Professional Services Project Order (PSPO) No. #W2023-118-E for McMillen Geotech Services to Alliance Geotechnical, in the estimated amount of \$185,550.00, and authorizing the City Manager to execute any necessary documents.
- L. Consider, and act upon, the approval of a 48-month lease and maintenance agreement with Canon Solutions America, Inc. for copiers, the annual estimated amount of \$82,180.00, through a cooperative purchasing contract with Omnia Partners Cooperative (#FI-R-0251-18), and authorizing the City Manager to execute any necessary documents.
- M. Consider, and act upon, Resolution No. 2023-27(R) of the City Council of the City of Wylie, Texas, approving a purchase for the Police Department from Axon Enterprise, Inc., a sole source provider of Taser™ equipment in the amount of \$65,990.40; and authorizing the City Manager to execute any necessary documents.
- N. Consider, and act upon, Resolution No. 2023-31(R) finding that CoServ Gas, Ltd.'s Statement of Intent to increase rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the company and the City's legal counsel.

REGULAR AGENDA

1. Consider, and act upon, the award of Contract No. #W2023-94-E for Medical Advisory Services for Wylie Fire-Rescue with Columbia Medical Center of Plano Subsidiary LP d/b/a Medical City Plano, in the amount of \$224,013.00, and authorizing the City Manager to execute any necessary documents.

2. Consider, and act upon, Resolution No. 2023-28(R) regarding the acceptance of the 2023 State Homeland Security Grant Program funds for hazardous materials equipment, specifically hazardous materials dry decon materials.
3. Consider, and act upon, Ordinance No. 2023-52 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 110 (Traffic and Vehicles), Article VI (Stopping, Standing, and Parking), Section 110-175 (No parking zones designated); creating Section 110-175 (14) Westbound side of Bennett Road. Prohibiting the stopping, standing, or parking of a vehicle along the westbound side of Bennett Road measuring 1,600 feet from the intersection of Wylie East Drive; establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance, and providing for the publication of the caption hereof.
4. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.4496 acres to allow for Automobile Repair Minor use. Property located at 403 S. State Highway 78 (ZC 2023-17).
5. Consider, and act upon, Ordinance No. 2023-53 to abandon Right-of-Way being a 0.093 acre dead end alleyway within the Wooded Creek Estates Addition.
6. Consider, and act upon, a contract between the City of Wylie and Yoshikawa Stone Sculpture, Inc. to commission two pieces of art for the Municipal Walking Trails, Phase 2 not to exceed \$80,000, and authorizing the City Manager to execute any necessary documents.
7. Consider, and act upon, a contract approving three Collin County Community College artists designs for signal boxes located at Brown Street and Country Club Road, Collin Way and Country Club Road, and Ballard Street and SH 78, not to exceed \$600, and authorizing the City Manager to execute any necessary documents.
8. Consider, and act upon, Resolution No. 2023-29(R) casting a vote for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a one-year term beginning January 1, 2024.
9. Consider, and act upon, Resolution No. 2023-30(R) of the City of Wylie, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

WORK SESSION

- WS1. Discuss the potential development of 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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

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

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

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

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

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2013-9a, 2021-2d, 2021-5a, 2021-6c, 2021-9b, 2021-11b, 2022-1b, 2022-1c, 2022-7b, 2022-9a, 2022-10c, 2023-1a, 2023-1c, 2023-2b, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-8a, 2023-8b, 2023-8c, 2023-9a, 2023-9b, 2023-9c, 2023-9d, 2023-10a, and 2023-10b.

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's annual evaluation.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on November 10, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

If during the course of the meeting covered by this notice, the 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: Police Department

Prepared By: Police

Account Code: _____

Subject

Life Saving Award to Officer Chris Williams.

Recommendation

Discussion

On May 5, 2023, Officer Chris Williams was driving on FM 545 in Blue Ridge, TX on his way to work. He observed a 3-car crash that had just occurred. One of the vehicles had fire under the hood. Inside that vehicle, he located two teenage girls that were not completely coherent. They were both unable to exit the vehicle and had signs of head injuries. He removed the first young lady and took her to a safe location and returned to the vehicle to get the second one out safely. According to a witness, within 45 seconds of him removing the second young lady, the vehicle became completely engulfed in flames. One of the girls was transported by air ambulance and the other transported by ground ambulance. The vehicle was a total loss due to the fire. One of the young lady's father called and wanted to recognize Ofc. Williams for his heroism. According to him and all accounts, both girls would have died as a result of the fire had Ofc. Williams not risked his own life to remove them from the burning vehicle. The Wylie Police Family are very proud of Officer Chris Williams and the bravery he showed that day. We would like to present him with a lifesaving award.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the October 24, 2023 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

October 24, 2023 – 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 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Sid Hoover, and Councilman Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Assistant Police Chief Tommy Walters; Finance Director Melissa Brown; Public Information Officer Craig Kelly; City Secretary Stephanie Storm; Public Works Director Tommy Weir; Purchasing Manager Chris Rodriguez; Parks and Recreation Director Carmen Powlen; Municipal Court Administrator Lisa Mangham; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Reverend Kurt Ulmer, with Faith Lutheran Church, was unable to attend.

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

PRESENTATIONS & RECOGNITIONS

PR1. Wylie Way Students (K-12).

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

PR2. Texas Arbor Day.

Mayor Porter presented a proclamation proclaiming November 3, 2023, as Texas Arbor Day in Wylie, Texas. Parks and Recreation Director Powlen and Assistant Parks and Recreation Director Stowers were present to accept the Proclamation.

PR3. Municipal Court Week.

Mayor Porter presented a proclamation proclaiming November 6-10, 2023, as Municipal Court Week in Wylie, Texas. Municipal Court Administrator Mangham, Court Bailiff Ron Spears, Senior Deputy Court Clerk Deanna Arenas, Deputy Court Clerk RoniSue Cahill, Associate Judge Ashley McSwain, Deputy Court Clerk Amanda Brannen, and Warrant Officer/Court Bailiff Mark Howeth were present to accept the Proclamation.

PR4. Breast Cancer Awareness Month.

Mayor Porter, Mayor *pro tem* Forrester, and Councilman Williams presented a proclamation proclaiming October 2023, as Breast Cancer Awareness Month in Wylie, Texas.

PR5. National Dyslexia Awareness Month.

Mayor Porter recognized October 2023, as National Dyslexia Awareness Month in Wylie, Texas.

PR6. Woman Owned Business Month.

Mayor Porter recognized October 2023, as Woman-Owned Business Month in Wylie, Texas.

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.

There were no persons present wishing to address the Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the October 10, 2023 Regular City Council Meeting minutes.**
- B. Consider, and act upon, a Second Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Murphy, and authorizing the City Manager to execute any necessary documents.**
- C. Consider, and act upon, the approval of the purchase of a CUES C550 Portable Camera System from CLS Equipment Co. Inc., in the estimated amount of \$64,800.00 through a cooperative purchasing contract with BuyBoard Purchasing Cooperative and authorizing the City Manager to execute any and all necessary documents.**
- D. Consider, and act upon, approval of the purchase of a Toro Groundsmaster 5900 Mower to Professional Turf Products L.P., for the estimated amount of \$138,809.73, through a cooperative purchasing contract with BuyBoard and authorizing the City Manager to execute any necessary documents.**
- E. Consider, and act upon, the approval of the purchase of a 2025 International 6-yard dump truck from Southwest International Trucks in the estimated amount of \$121,760.18 through a cooperative purchasing contract with BuyBoard, and authorizing the City Manager to execute any and all necessary documents.**
- F. Consider, and act upon, approval of the purchase of a 2023 Chevrolet Medium Duty 5500 Versalift Aerial Bucket Truck for the estimated amount of \$174,026.00 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any necessary documents.**
- G. Consider, and act upon, the approval of the purchase of a Hydro-Excavator (Freightliner FL 114SD) from Patterson Equipment Company, in the estimated amount of \$467,730.30 through a cooperative purchasing contract with Sourcewell Cooperative Purchasing, and authorizing the City Manager to execute any and all necessary documents.**
- H. Consider, and act upon, the award of AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T in the estimated amount of \$699,060.00, and authorizing the City Manager to execute any necessary documents.**

- I. Consider, and act upon, the award of contract #W2024-12-I Community Park Playground Equipment, Poured-In-Place Surfacing, and Pavilions at East Meadow Trailhead to WEBUILDFUN, in the estimated amount of \$544,723.99 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any and all necessary documents.**
- J. Consider, and act upon, the approval of the renewal of an interlocal agreement for Jail Services for Class “C” Misdemeanors with Collin County Detention Facility, Collin County, Texas, in the estimated annual amount of \$1,000.00 through an interlocal agreement, and authorizing the City Manager to execute any necessary documents.**
- K. Consider, and act upon, a Final Plat of David Estate, Lot 1, Block A establishing one lot on 1.671 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 2551 & 2553 Elm Grove Road.**
- L. Consider, and act upon, Ordinance No. 2023-50 to abandon Right-of-Ways being a 0.118 acre of the unimproved 5th Street within the F. DE LA PINA Survey, Abstract No. 688, Tract 202 and 0.044 acres of an unimproved alley within the Railroad Addition Block 2, and to waive the requirement for an appraisal for said right-of-ways.**
- M. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.**
- N. Consider, and act upon, a Farm Lease Agreement for the use of specified City property for hay production to prevent weed overgrowth between the City of Wylie and Ben Scholz, and authorizing the City Manager to execute any necessary documents.**
- O. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2023.**
- P. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2023.**
- Q. Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2023.**

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

Council Action

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

REGULAR AGENDA

- H. Consider, and act upon, the award of AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T in the estimated amount of \$699,060.00, and authorizing the City Manager to execute any necessary documents.**

Staff Comments

Fire Chief Blythe addressed Council stating the dollar amount in the agenda report has increased by \$1,800 for a total amount of \$700,860 due to a firewall having to be installed to record the text to 911 calls, which is a new feature that we currently do not have.

Council Action

A motion was made by Mayor Porter, seconded by Councilman Mulliqi, to approve the award of AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T in the estimated amount of \$700,860.00,

and authorizing the City Manager to execute any necessary documents. A vote was taken and the motion passed 7-0.

- I. Consider, and act upon, the award of contract #W2024-12-I Community Park Playground Equipment, Poured-In-Place Surfacing, and Pavilions at East Meadow Trailhead to WEBUILDFUN, in the estimated amount of \$544,723.99 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any and all necessary documents.**

Council Comments

Mayor Porter requested staff provide additional details on what is being done at Community Park. Assistant Parks and Recreation Director Stowers replied this funding will complete the playground improvements with an all-inclusive swing, a parent/child swing, a three-swing swing set, a nest swing that can accommodate multiple kids, a Nexus Velocity, and poured-in-place surfacing. Mayor *pro tem* Forrester asked if this will help with ADA accessibility to allow all to play. Stowers replied the play surfacing, the nest, and ADA swings are components of an all-inclusive; however, the playground itself will not be all ADA accessible. Councilman Williams asked if this can all be completed within the existing budget. Stowers replied no additional funding should be needed.

Council Action

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

- 1. Consider, and act upon, Resolution No. 2023-26(R) casting a vote for a candidate(s) to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024.**

Council Action

A motion was made by Councilman Mulliqi, seconded by Councilman Strang, to approve Resolution No. 2023-26(R) casting two votes each for Vicki Wallace, John Hohenshelt, Lorne Liechty, Tim Hartley, and Russell Summers as candidates to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024. A vote was taken and the motion passed 7-0.

WORK SESSION

Mayor Porter convened the Council into a Work Session at 7:08 p.m.

Mayor Porter convened the Council into a break at 7:09 p.m.

Mayor Porter reconvened the Council into a Work Session at 7:12 p.m.

WS1. Discuss 2023 Collin County Bond Election.

Tim Bennett, representing the Collin County Planning Board, and Steve Wright, representing the Collin County Transportation Board, addressed the Council giving a presentation on the 2023 Collin County Bond Election regarding historic growth, future growth, proposals including Proposition A Justice Facilities, Proposition B Animal Shelter, Proposition C Public Health, Proposition D Parks and Open Space, Proposition E Roadways, Summary, Tax Impact, and polling locations and more information.

Comments and questions from Council included does Proposition B Animal Shelter impose the tax change across the County or just the participating entities, is there a way to know what funding will go to what roads/projects,

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 7:32 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 7:32 p.m.

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

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

ES1. Discuss property generally located at Hwy 78 and Spring Creek.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 8:23 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. 2023-50 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Williams, to adjourn the meeting at 8:25 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: Planning
Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, a request regarding the demolition of a commercial structure in accordance with Ordinance No. 2022-34. Property located at 100 E. Oak St., within the Downtown Historic District.

Recommendation

Motion to approve the Item as presented.

Discussion

Owner: Wylie Economic Development Corporation

Applicant: Jason Greiner for WEDC

The property owner proposes to demolish an existing 4,330 square foot commercial building. According to Collin County Appraisal District records, the structure was built in 1950. The property was acquired by WEDC in 2014 for redevelopment purposes as part of strategic planning efforts for the Downtown Historic District. Previous uses have included a recreational facility, post office, and currently a church/house of worship. The current tenant will vacate January 31, 2024.

The application states that the property is not of historic value. Redevelopment of this prime property located within the entryway into the Downtown Historic District will contribute to the charm and vibrancy of Historic Downtown Wylie while further spurring economic development for our community. The demolition request is not based on structural issues; therefore, a structural engineering report was not provided. There are no known structural issues.

Section 6.3.E.3. of the City's Zoning Ordinance outlines the criteria for demolition as follows:

- Demolition of a structure will NOT be allowed if any of the items below are met:
 1. A structure is of architectural or historical interest and/or value or its removal would be detrimental to the public interest, or
 2. The building contributes significantly to the character of the historic district and demolition would create a detrimental view or adversely affect the existing buildings on the block, or
 3. A structure is contributing or unusual or uncommon design and materials and it could not be reproduced without great difficulty and/or expense, or
 4. If its proposed replacement would not make a positive visual contribution, would disrupt the character or be visually incompatible within the historic district.
- Demolition of a structure MAY be allowed if any of the following criteria is met:
 1. The building has lost its architectural and historical integrity and importance and its removal will not result in a negative, less appropriate visual effect on the historic district, or
 2. The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non-contributing structure), and its removal will result in a positive, appropriate visual effect in the district.

As stated in the Ordinance criteria, *The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non-contributing structure), and its removal will result in a positive, appropriate visual effect in the district.* Staff believes that its removal would not be detrimental to the public interest.

If approved, the applicant intends to start demolition in February and complete in March 2024.

HRC Recommendation

The Commission voted 7-0 to recommend approval.







100 E. Oak Street

Being Lot 11 & 12, Block 1, Keller's First Addition, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 29, Page, 349, Map Records, Collin County, Texas.

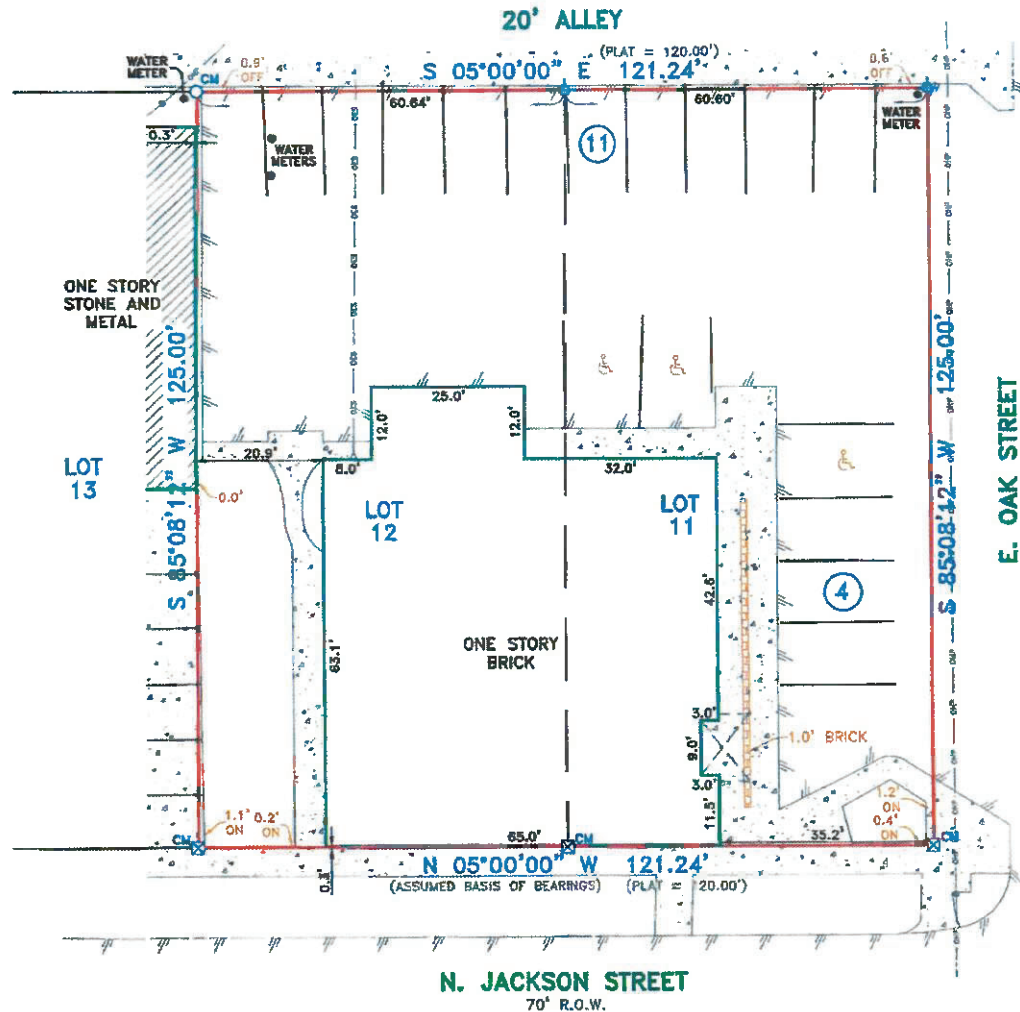
**LEGEND**

○ 1/2" ROD FOUND	□ FENCE POST FOR CORNER
○ 1/2" PIPE FOUND	CM CONTROLLING MONUMENT
⊕ "X" FOUND/SET	AC AIR CONDITIONER
⊕ "X" FOUND/SET	PE POOL EQUIPMENT
T TRANSFORMER PAD	● POWER POLE
III COLUMN	△ OVERHEAD ELECTRIC
△ UNDERGROUND ELECTRIC	— TU —
— OH — OVERHEAD ELECTRIC POWER	— IR — IRON FENCE
— OS — OVERHEAD ELECTRIC SERVICE	— X — BARNED WIRE
— CL — CHAIN LINK	— EA — EDGE OF ASPHALT
— G.L. — GROUND LEVEL	— EG — EDGE OF GRAVEL
— W.F. — WOOD FENCE 6.5' WIDE TYPICAL	— CO — CONCRETE
	— CA — COVERED AREA

EXCEPTIONS:

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

FLOOD NOTE: According to the F.J.R.M. No. 48085C0420 J, this property does lie in Zone X and does not lie within the 100 year flood zone.

**SURVEYOR'S CERTIFICATE**

This survey is made relying on information provided by The City of Wylie. The undersigned Registered Professional Land Surveyor (Thomas W. Mauk) hereby certifies to (The City of Wylie) that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property (100 E. Oak Street) described in (Volume 29, Page 349), and shown hereon; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated; (f) the distance from the nearest intersection street or road is as shown; (g) the Property has apparent access to and from a public roadway; (h) recorded easements listed hereon have been labeled and plotted hereon; (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an Identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Flood Insurance Rate Map No. 48085C0420 J) pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that (The City of Wylie) is entitled to rely on this survey as having been performed to the appropriate standards of the current (1988 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or 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.

Executed this 4th day of April, 2014

Thomas W. Mauk
Registered Professional Land Surveyor No. 8119



Drawn By: OR

Scale: 1" = 20'

Date: 04/04/14

GF No.:

Job No. 14030418

C.B.G. Surveying, Inc.

12025 Shiloh Road, Ste. 230
Dallas, TX 75228
P 214.348.9485
F 214.348.2216
Firm No. 10168800
www.cbgsurveying.com



SCALE: 1" = 20'

Date:

Accepted by:

Purchaser

Purchaser



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, a request regarding the demolition of a commercial structure in accordance with Ordinance No. 2022-34. Property located at 104 S. Ballard. within the Downtown Historic District.

Recommendation

Motion to approve the Item as presented.

Discussion

Owner: Wylie Economic Development Corporation

Applicant: Jason Greiner for WEDC

The property owner proposes to demolish an existing 1,885 square foot commercial building. According to Collin County Appraisal District records, the structure was built in 1950. The property was acquired by WEDC in 2022 for redevelopment purposes as part of strategic planning efforts for the Downtown Historic District. Previous uses have included retail, barber/beauty shop, fitness studio, pawnshop, skate shop and apparel, nutrition shop, and a loteria fruteria (fruit shop). The current tenant vacated the building on October 31, 2023. The exterior material is concrete block, with a glass storefront on the east facing facade. Olde City Park is to the south and a vacant lot to the north.

The application states that the property is not of historic value. Redevelopment of this prime property located within the entryway into the Downtown Historic District will contribute to the charm and vibrancy of Historic Downtown Wylie while further spurring economic development for our community. The demolition request is not based on structural issues; therefore, a structural engineering report was not provided. There are no known structural issues.

Section 6.3.E.3. of the City's Zoning Ordinance outlines the criteria for demolition as follows:

- Demolition of a structure will NOT be allowed if any of the items below are met:
 1. A structure is of architectural or historical interest and/or value or its removal would be detrimental to the public interest, or
 2. The building contributes significantly to the character of the historic district and demolition would create a detrimental view or adversely affect the existing buildings on the block, or
 3. A structure is contributing or unusual or uncommon design and materials and it could not be reproduced without great difficulty and/or expense, or
 4. If its proposed replacement would not make a positive visual contribution, would disrupt the character or be visually incompatible within the historic district.
- Demolition of a structure MAY be allowed if any of the following criteria is met:
 1. The building has lost its architectural and historical integrity and importance and its removal will not result in a negative, less appropriate visual effect on the historic district, or
 2. The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non-contributing structure), and its removal will result in a positive, appropriate visual effect in the district.

As stated in the Ordinance criteria, *The structure does not contribute to the historical or architectural character and importance of the historic district (e.g. a non-contributing structure), and its removal will result in a positive, appropriate visual effect in the district.* Staff believes that its removal would not be detrimental to the public interest.

If approved, the applicant intends to begin work December 1, 2023 and complete December 31, 2023.

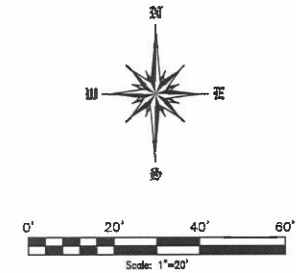
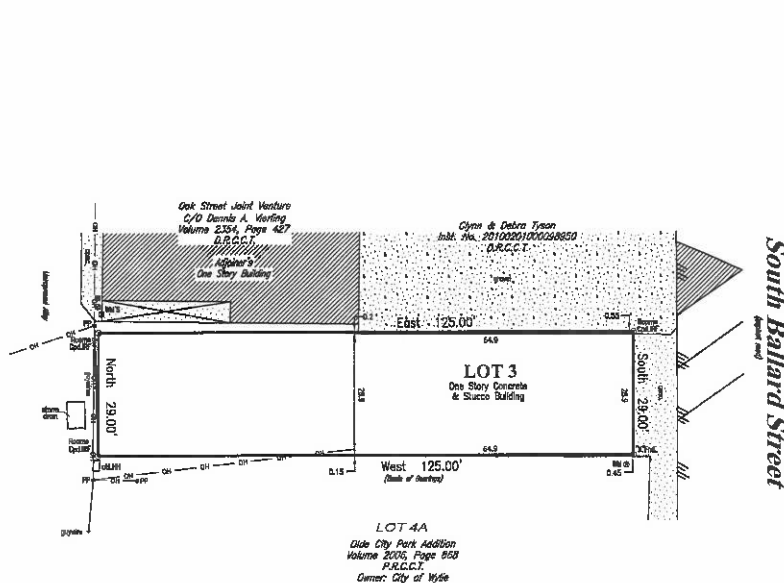
HRC Recommendation

After much discussion, the Commission asked that the mural painted on the south wall of the subject building be documented to preserve the likeness. Suggestions included photographing the painting and remake as posters, pictures, etc. or recommission the original artist to recreate the art work. The Commission voted 7-0 to recommend approval for demolition, with the caveat that the mural be documented prior to demolition.
















Legend

Roomer OP/LRS	Roomer Copied Into Red Set
DIRECT	David Hazzard Collin County Times
IFB	Iron Red Finand
CH	Controlling Movement
 LP	Light Pole
 WH	Water Heater
 HW	Water Valve
 CH	Car Heater
 PD	Power Pole
 CH	Overhead Lines
	Qty

Parking Spaces	
Handicapped Spaces	0
Regular Spaces	0
	No Parking

PROPERTY DESCRIPTION

Address: 104 South Ballard Street, Being Lot 3, Block 4 of Kellers First Addition, an addition to the City of Wylie, Collin County, Texas, according to the Plat thereof recorded in Volume 29, Page 349, Deed Records, Collin County. Texas, being all of a tract of land conveyed to Colton Tapp by deed recorded in Document No. 20060814000991330 of the Deed Records of Collin County, Texas.

NOTES: (1) Source bearing in mind the use of Kalamazoo First Addition recorded in Volume 29, Pages 349 Flat Hazard Collin County Texas unless otherwise noted. (2) (a) and (b) Controlling monument. (3) Surveyor's signature will appear in red ink on original copies. (4) No portion of the subject property lies within a Special Flood Hazard Area Inundated by 100-year flood per Map Number 4908350424 of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas as Incorporated Area dated June 2, 2006. (Zone X). This statement does not imply that the property and/or structures will be free from flooding or flood damage. On occasion, greater floods can and will occur as flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the Surveyor. (5) All existing floor structures are at the first floor level. (6) Irregularities of ground surface are determined based on the survey. Subject property is affected by any & all notes, setbacks, easements or other matters, that are shown on or as part of the recorded plat. (7) Survey performed without a title commitment. There may be easements, or other matters, not shown. (8) There is no observed evidence of recent south moving at this site.

CERTIFICATION

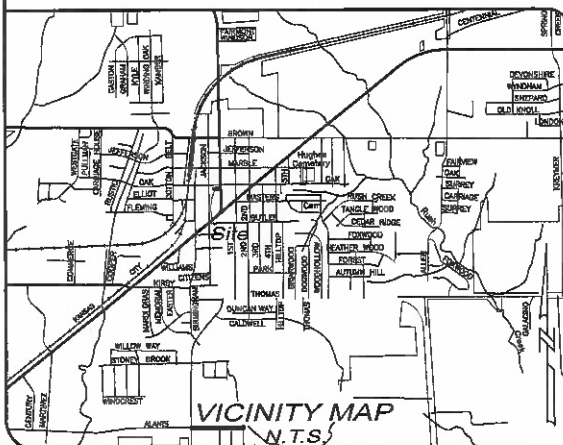
CERTIFICATION
On the basis of my knowledge, information & belief, I certify that as a result of a survey made on the ground to the normal standard of care of Registered Professional Land Surveyors practicing in the State of Texas, I find the plat hereon is true, correct & accurate as to the boundaries of the subject property & if shown, location & type of buildings & visible improvements hereon.

ALTA/NSPS LAND TITLE SURVEY

To: Cheong Taps

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Item 1, 2, 3, 4, 6, 7a, 8, 9, 13 & 16 of Table-A thereof. The fieldwork was completed on December 7, 2021.
Date of Plot or Map: December 8, 2021.

Michael Cuzzo
Michael Cuzzo
Registered Professional Land
Surveyor No. 5693



*Final Plat
ALTA/NSPS Survey
104 South Ballard Street
Being Lot 3 Block 4
Kellers First Addition
Wylie, Collin County, Tx
December 2021*

P:\ES\202104\ES685747.DWG





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Hwy. 78 and Brown Addition, Lots 1-7, Block A, establishing six commercial lots and one open space lot on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Wylie Economic Development Corporation

APPLICANT: Roome Land Surveying

The applicant has submitted a Preliminary Plat to establish Lots 1-7, Block A of Hwy. 78 and Brown Addition on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street. The property is zoned within the Cooper Plaza Planned Development Ordinance No. 2023-02.

The purpose of the Preliminary Plat is to create six commercial lots and one open space lot with the dedication of access and utility easements. The open space lot contains a retention pond, food truck park, walking trail, and public space (to be owned and maintained by the City). The final plat is also on the agenda to serve as a conveyance plat and allow for the sale of the individual lots. Site plan and amended plats shall be required prior to construction on the individual lots.

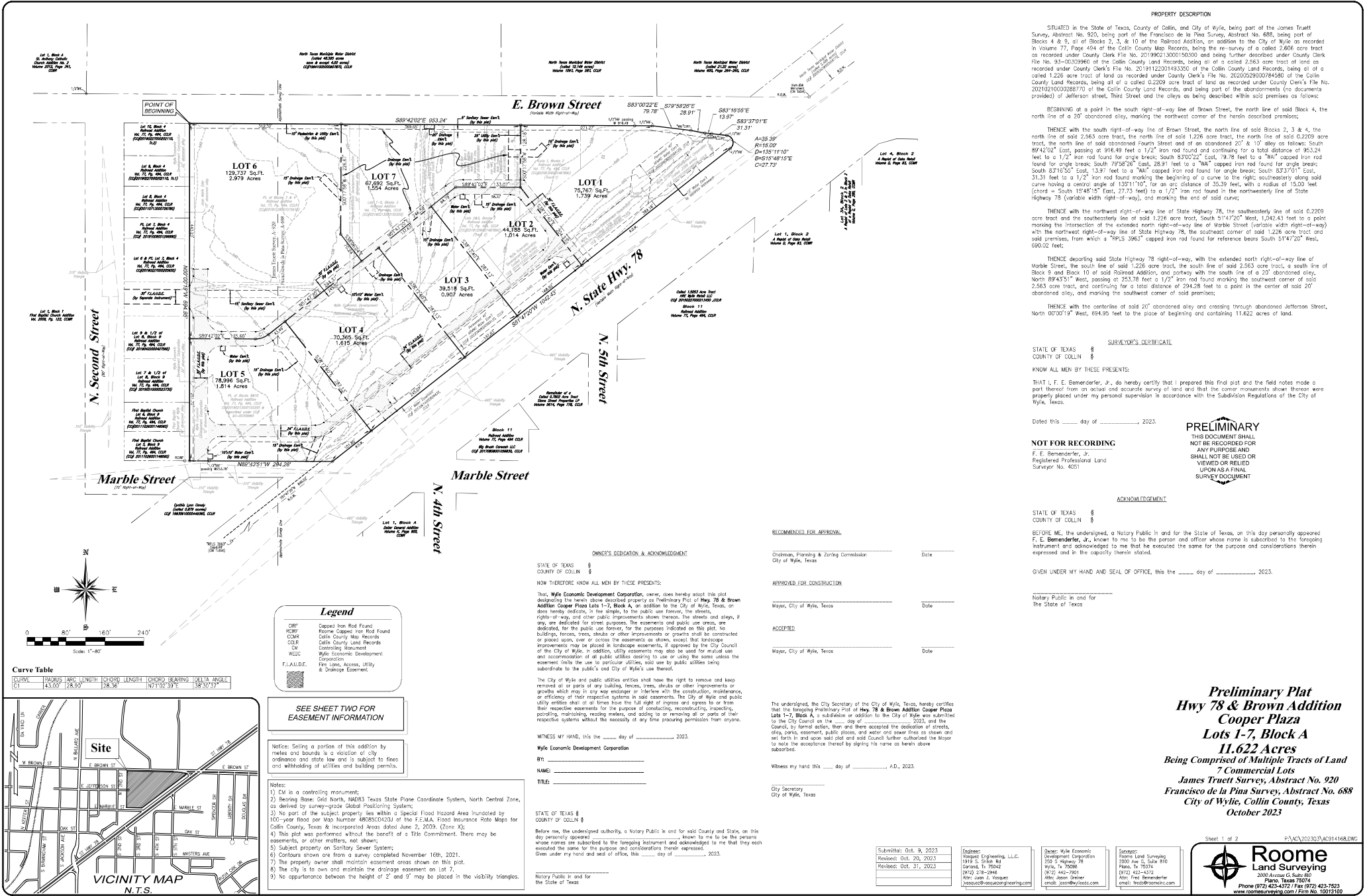
The plat provides access to State Highway 78, Marble Street, and North Second Street. Lot 7 shall be owned and maintained by the City and is the location of a proposed retention pond.

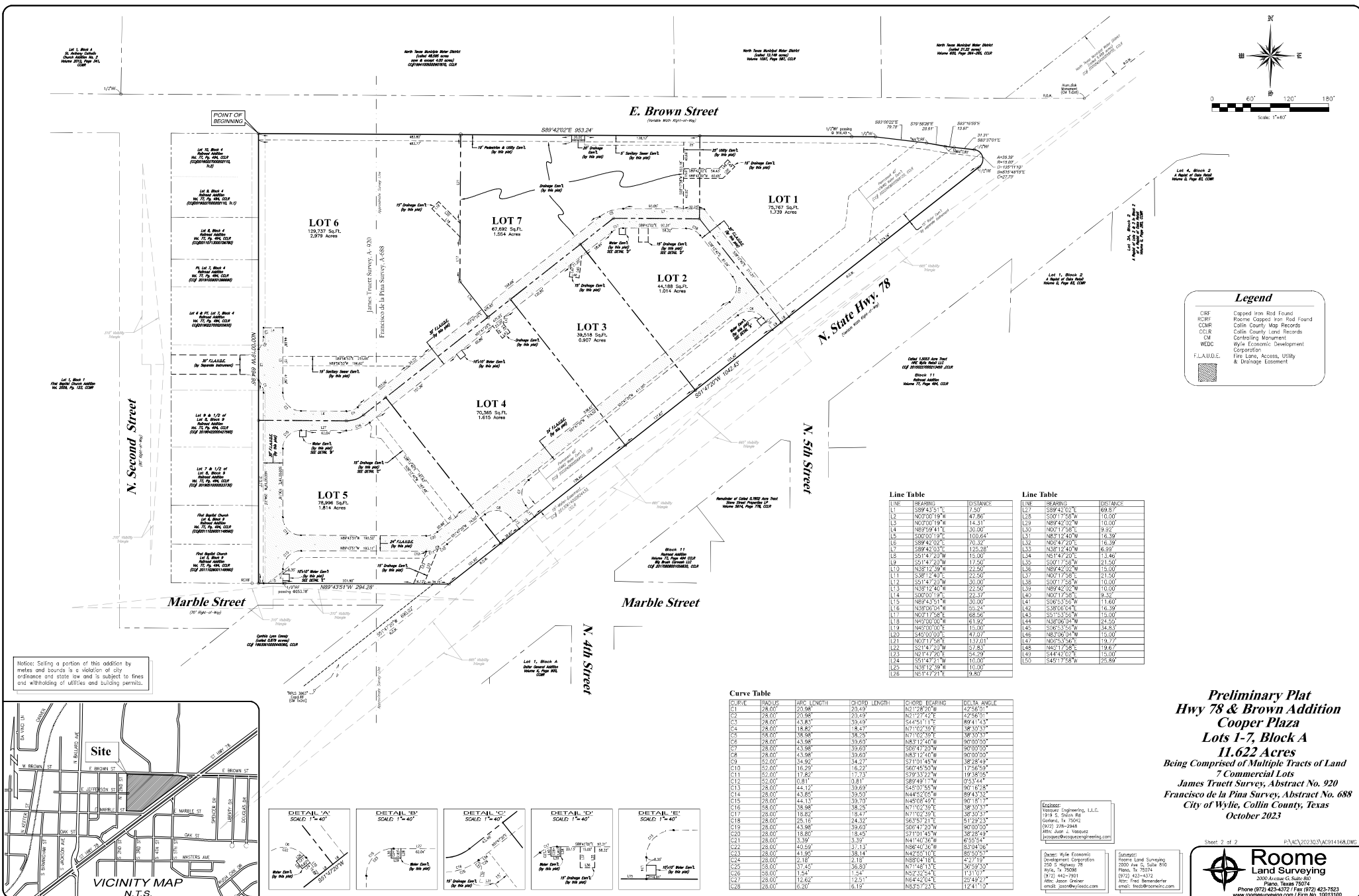
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.







Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat of Hwy. 78 and Brown Addition, Lots 1-7, Block A, creating six commercial lots and one open space lot on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Wylie Economic Development Corporation

APPLICANT: Roome Land Surveying

The applicant has submitted a Final Plat to create Lots 1-7, Block A of Hwy. 78 and Brown Addition on 11.622 acres, generally located on the southwest corner of State Highway 78 and Brown Street. The property is zoned within the Cooper Plaza Planned Development Ordinance No. 2023-02.

The purpose of the Final Plat is to serve as a conveyance plat and allow for the sale of the individual lots. The plat also dedicates access and utility easements. The open space lot contains a retention pond, a food truck park, walking trail, and public space (to be owned and maintained by the City). The Preliminary Plat is also on the agenda. Site plan and amended plats shall be required prior to construction on any of the individual lots.

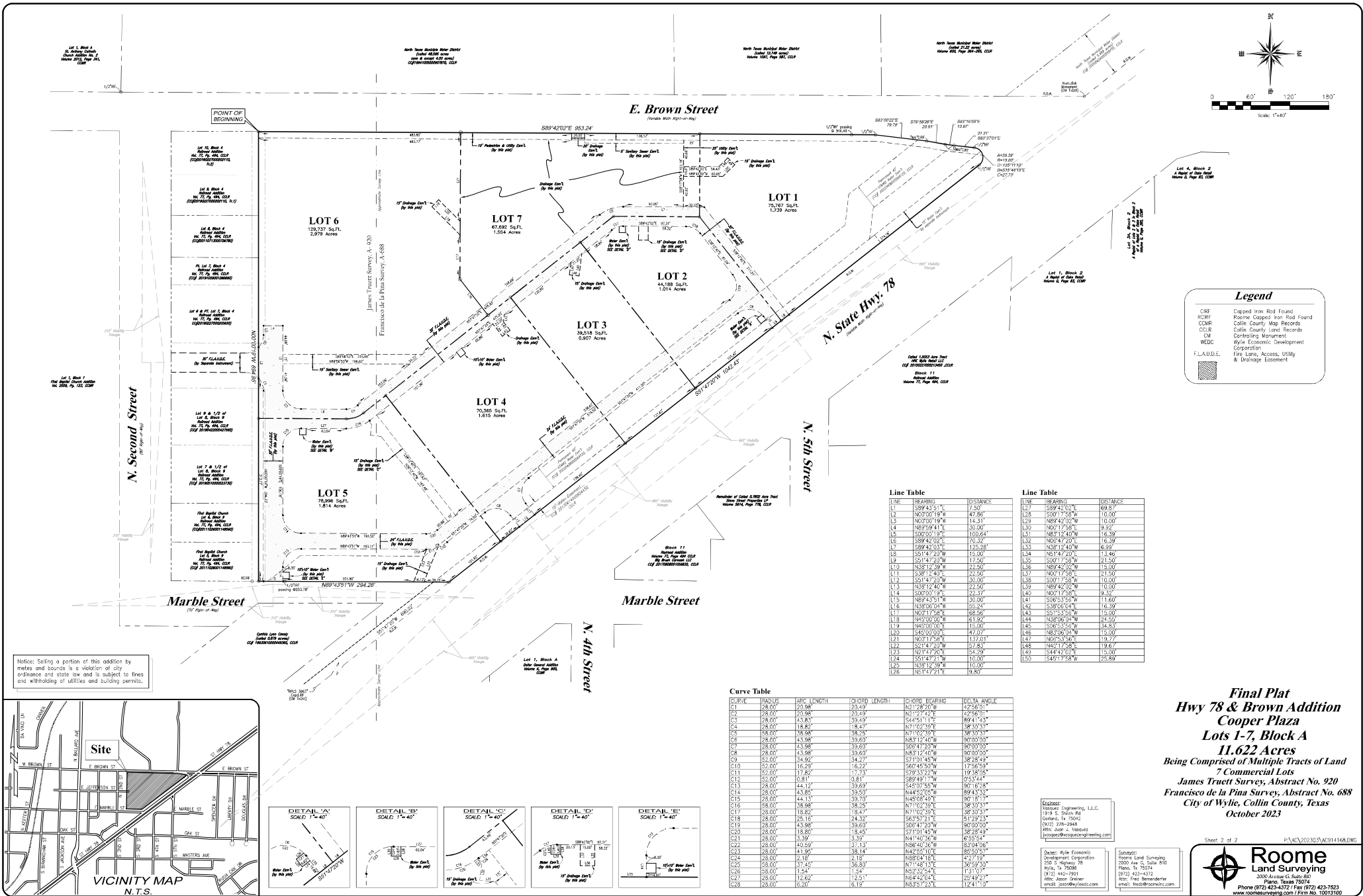
The plat provides access to State Highway 78, Marble Street ,and North Second Street.

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

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.



Final Plat
Hwy 78 & Brown Addition
Cooper Plaza
Lots 1-7, Block A
11.622 Acres
Being Comprised of Multiple Tracts of Land
7 Commercial Lots
James Truett Survey, Abstract No. 920
Francisco de la Pina Survey, Abstract No. 688
City of Wylie, Collin County, Texas
October 2023

Roome Land Surveying
2000 Avenue G, Suite 800
Plano, Texas 75074
Phone (972) 423-4872 / Fax (972) 423-7523
www.roome-surveying.com / Firm No. 10071910



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Texas Collision Addition Lot 1, Block A, establishing one commercial lot on 1.985 acres, located at 401 S. Westgate Way.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Lmb Realty LLC

APPLICANT: Odyssey Services Group

The applicant has submitted a Preliminary Plat to establish Lots 1, Block A of Texas Collision Addition on 1.985 acres, located at 401 S. Westgate Way. The property is zoned Commercial Corridor with a Special Use Permit for an Automotive Repair, Major Use (Ordinance No. 2023-46).

The purpose of the Preliminary Plat is to create one commercial lot and dedicate fire lane easements for the development.

The site plan for the development was approved by P&Z on November 7, 2023.

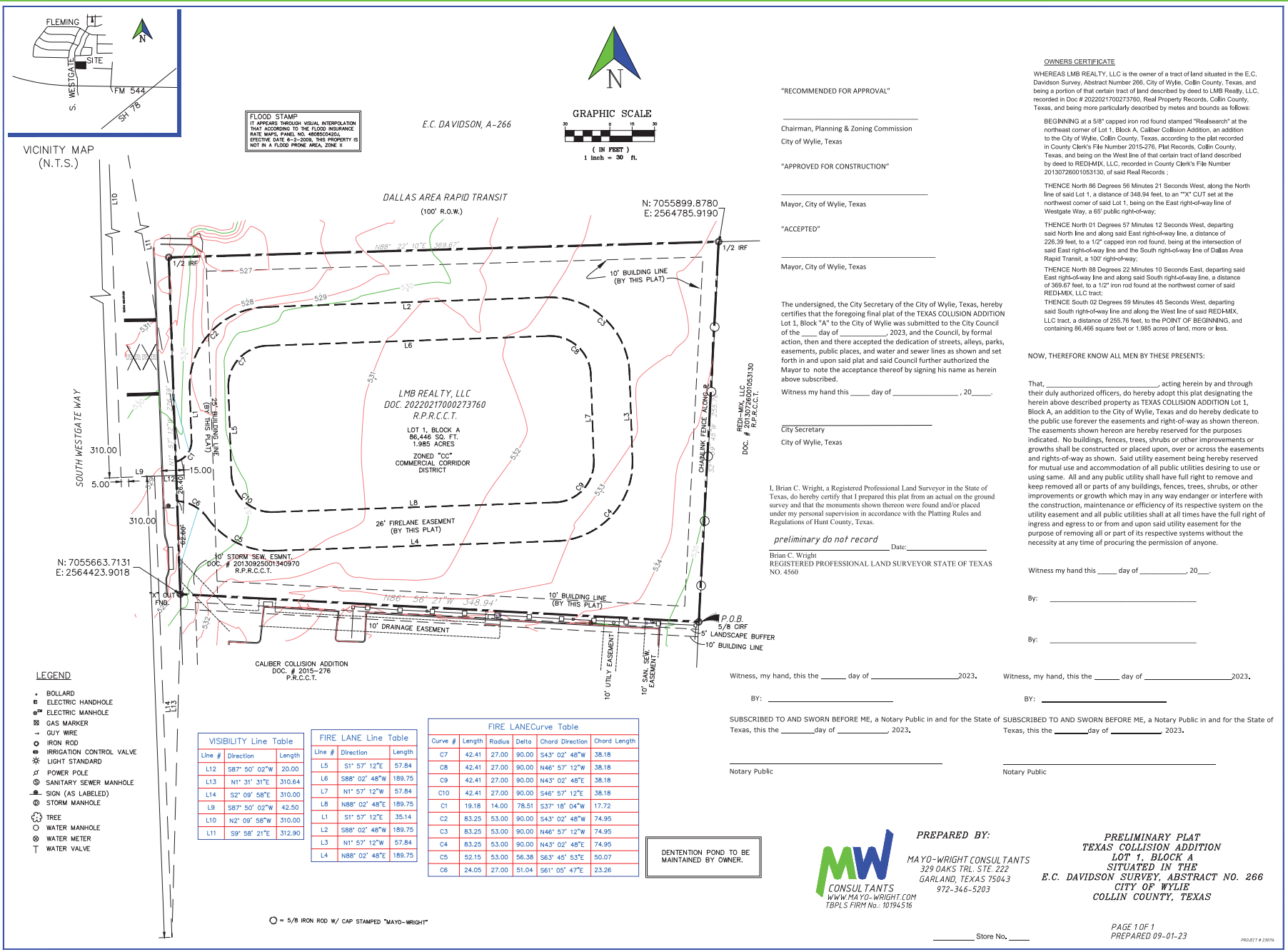
The plat provides access to Westgate Way via a 26' wide fire lane.

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

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat of 544 Gateway Addition, Lot 6R, Block A, being an Amended Plat of Lot 6, Block A of 544 Gateway Addition, establishing one commercial lot on 3.00 acres, located at 607 Commerce Drive.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Wylie Economic Development Corporation

APPLICANT: Roome Land Surveying

The applicant has submitted an Amended Plat to create Lot 6R, Block A of 544 Gateway Addition. The property is located at 607 Commerce Drive. A final plat was approved in February 2023. The purpose of this Amended Plat is to dedicate access and utility easements for the development of a lumber yard. The proposed use is allowed by Planned Development Ordinance No. 2023-13.

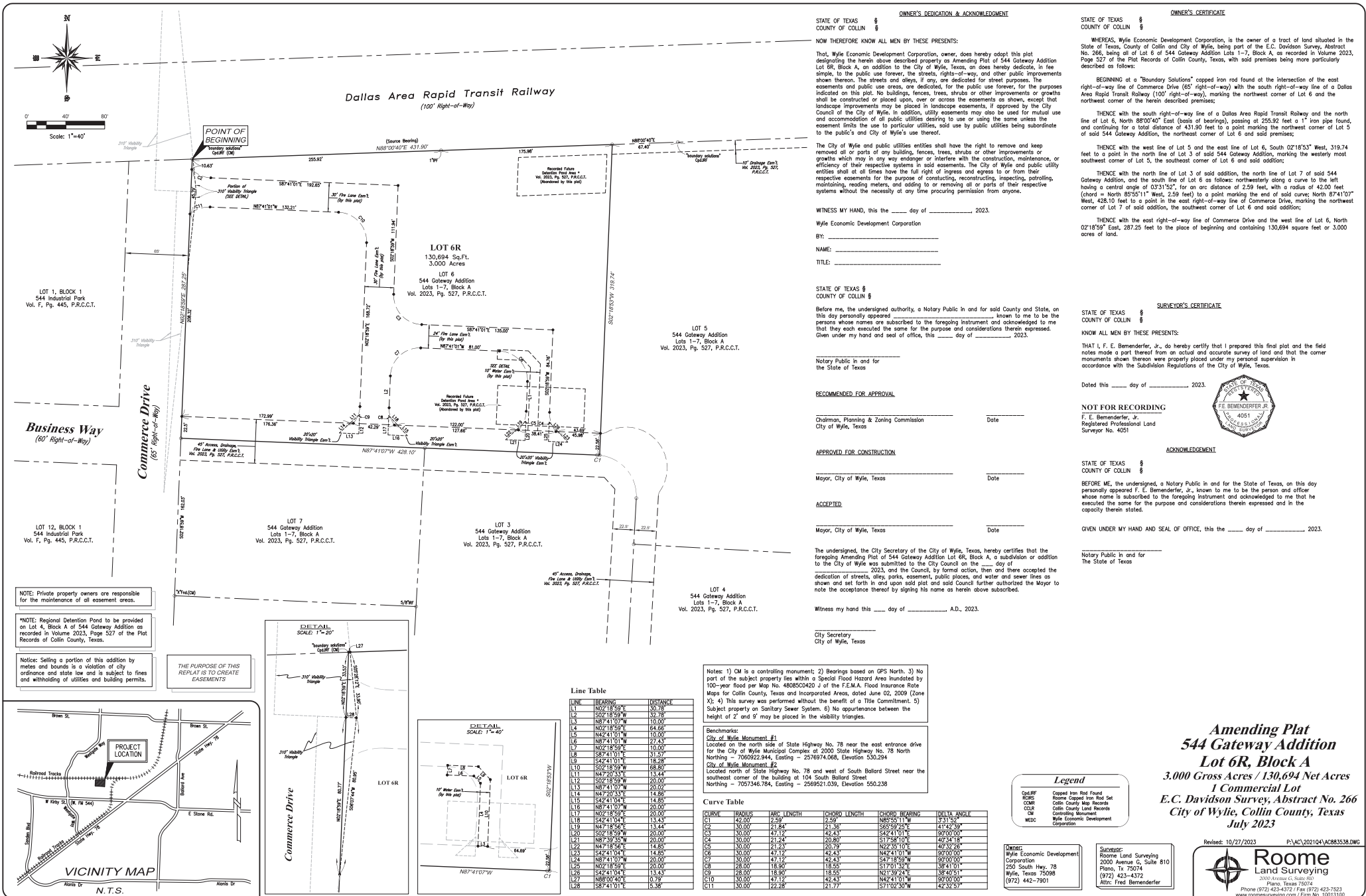
Access to the site is provided by two driveways that connect to Commerce Drive and to the adjacent property to the south which leads to FM 544.

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

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lots 1-5X, Block A of Wylie Lake Townhomes Phase II, establishing four single-family attached and one open space lot on 0.937 acres. Property generally located north of 1924 Spencer Lane.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: TAAS Investments

APPLICANT: Global Land Surveying

The applicant has submitted a Preliminary Plat to create Lots 1-5X, Block A of Wylie Lake Townhomes Phase II on 0.937 acres for a townhome development of four townhome units with one open space lot that serves as a 40' landscape buffer for the future road way of Park Boulevard. The property is generally located north of 1924 Spencer Lane.

The property is zoned within the Wylie Lakes Planned Development (Ordinance No. 2003-18) and allows for the proposed use. With this development no additional townhome units are allowed within the Wylie Lakes Subdivision as the development has reached its permitted 80 home maximum.

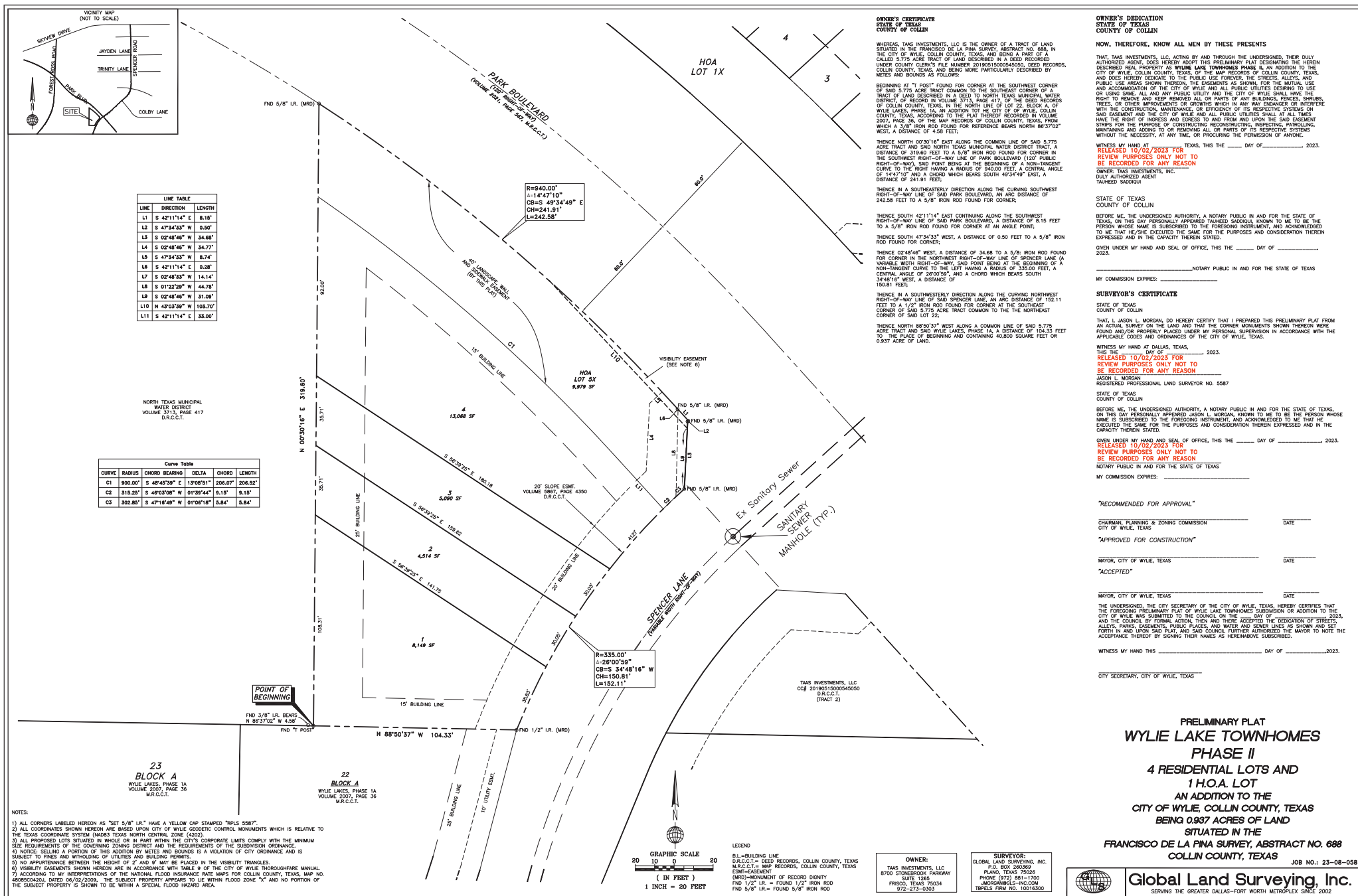
The residential lots are in compliance with the townhouse design standards of the Zoning Ordinance. The open space lot is to be owned and maintained by the existing Homeowners Association of the Wylie Lake Townhomes.

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

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.





Wylie City Council

AGENDA REPORT

Department: Library

Prepared By: Ofilia Barrera

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-51 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A (Comprehensive Fee Schedule), Article VIII (Public Library), Section A (Library Fees) amending DVD, per day/per item fee.

Recommendation

Motion to approve the Item as presented.

Discussion

The Rita and Truett Smith Public Library would like to amend the extended use fees for DVDs from \$.50 a day per item to \$.10 a day per item. DVDs were originally fined at a higher rate due to demand, but with the popularity of streaming services, DVD circulation has significantly decreased. The hope would be to encourage patrons to borrow more DVDs. It would also be easier for patrons to manage their accounts as this would match the fee for late books.

Library Staff respectfully requests approval of this new reduced fee and the amendment of the ordinance.

ORDINANCE NO. 2023-51

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, APPENDIX A (COMPREHENSIVE FEE SCHEDULE), ARTICLE VIII (PUBLIC LIBRARY), SECTION A (LIBRARY FEES) AMENDING DVD, PER DAY/PER ITEM FEE; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE, PENALTY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it is necessary to modify the amount of certain fees and charges assessed and collected by the City of Wylie, Texas (“Wylie”) to pay for extended use of DVD/per day/per item; and

WHEREAS, the City Council therefore has determined that it should amend Appendix A (Wylie Comprehensive Fee Schedule), Section VIII (Public Library), of the Wylie Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”); and

WHEREAS, the City Council finds that it would be advantageous, beneficial and in the best interest of Wylie and its citizens to amend the Code of Ordinances, as set forth below.

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

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

SECTION 2: Amendment to Appendix A (Wylie Comprehensive Fee Schedule), Article VIII (Public Library), Section A (Library Fees) of the Wylie Code of Ordinances. Appendix A (Comprehensive Fee Schedule), Article VIII (Public Library), Section A (Library Fees) of the Code of Ordinances is hereby amended as follows:

“APPENDIX A

WYLIE COMPREHENSIVE FEE SCHEDULE

...

VIII. - Public Library.

A. *Library Fees.*

Extended use fees:

DVD, per day/per item: \$0.10

...”

SECTION 3: Savings/Repealing. All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall

not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 5: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 14th day of November, 2023.

Matthew Porter, Mayor

**ATTESTED AND
CORRECTLY RECORDED:**

Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – November 22, 2023



Wylie City Council

AGENDA REPORT

Department:Purchasing**Account Code:**415-5415-58210/
447-5447-58210**Prepared By:**Christopher Rodriguez

Subject

Consider, and act upon, the award of Professional Services Project Order (PSPO) No. #W2023-114-E for E. FM 544 Geotech Services to Alliance Geotechnical, in the estimated amount of \$149,890.00, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The E. FM 544 Project from north of Alfred Drive to County Line Road was approved for construction and the contractor was awarded the project by City Council on September 12, 2023. Alliance Geotech Group (AGG) has been selected as the Geotechnical Material and Materials Testing firm. AGG will provide materials inspection and testing services, which will include soils testing and analysis, as well as concrete inspection and testing. Staff recommends approving PSPO W2023-114-E for Geotechnical Services for E. FM 544 in the estimated amount of \$149,890.00. Funding for this project is from Collin County Fund 415 and 2005 Bond Fund 447.



Wylie City Council

AGENDA REPORT

Department:	<u>Purchasing</u>	Account Code:	<u>415-5415-58210/ 447-5447-58210</u>
Prepared By:	<u>Christopher Rodriguez</u>		

Subject

Consider, and act upon, the award of Professional Services Project Order (PSPO) No. #W2023-118-E for McMillen Geotech Services to Alliance Geotechnical, in the estimated amount of \$185,550.00, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The McMillen Road Project from McCreary Road to Country Club Road was approved for construction and the contractor was awarded the project by City Council on September 26, 2023. Alliance Geotech Group (AGG) has been selected as the Geotechnical Material and Materials Testing firm. AGG will provide materials inspection and testing services, which will include soils testing and analysis, as well as concrete inspection and testing. Staff recommends approving PSPO W2023-118-E for Geotechnical Services for McMillen Drive in the estimated amount of \$185,550.00. Funding for this project is from Collin County Fund 415 and 2021 Bond Fund 471.



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Kirby Krol

Account Code: 100-5155-56180

Subject

Consider, and act upon, the approval of a 48-month lease and maintenance agreement with Canon Solutions America, Inc. for copiers, the annual estimated amount of \$82,180.00, through a cooperative purchasing contract with Omnia Partners Cooperative (#FI-R-0251-18), and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

This 48-month lease and maintenance agreement will provide for the lease of 20 copiers utilized throughout the City with Canon Solutions America, Inc.

Through this agreement, City of Wylie employees will have continued use of Uniflow cloud-based software on each machine. Uniflow is a central repository for drivers, maintenance, and settings. It allows employees to retrieve documents at any copier, and scanning directly to Google Drive and Laserfiche. This software significantly reduces IT management costs for the copiers, providing the best overall value to the City.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code.

(Omnia Partners Cooperative #FI-R-0251-18 / Wylie #2024-13-I)



Wylie City Council

AGENDA REPORT

Department: Police Department
Prepared By: Purchasing

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-27(R) of the City Council of the City of Wylie, Texas, approving a purchase for the Police Department from Axon Enterprise, Inc., a sole source provider of Taser™ equipment in the amount of \$65,990.40; and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The use of TASERS have reduced claims of injuries to both suspects and officers. Many agencies report that instances of uses of force dramatically decline once the TASER is introduced as a tool. It is vitally important that proper training as well as policy and procedures are in place concerning deployment of this device. Many agencies report that the presence of a TASER at the scene of a disturbance eliminates a situation that in the past would have required hands on. The cost to equip the department with the new Taser 7, is \$65,990.40 each year for a five-year agreement totaling \$329,952.00. The overall cost can be less than the cost of an officer or suspect's injury claim due to being involved in a physical altercation and becoming injured. This is a benefit to the City and the community.

RESOLUTION NO. 2023-27(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, APPROVING A PURCHASE FOR THE POLICE DEPARTMENT FROM AXON ENTERPRISE INC., A SOLE SOURCE PROVIDER OF TASER™ EQUIPMENT IN THE AMOUNT OF \$65,990.40 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS.

WHEREAS, the City of Wylie Police Department has a need to purchase Taser™ equipment; and

WHEREAS, Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255, is the sole source distributor for Taser™ Equipment; and

WHEREAS, the City Council has been presented with a quote from Axon Enterprise, Inc. for the purchase of Taser™ Equipment in the amount of \$65,990.40; and,

WHEREAS, upon full review and consideration and all matters attendant and related thereto, the City Council is of the opinion that the sole source purchase of Taser™ Equipment from Axon Enterprise, Inc. should be approved.

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

SECTION 1: The City Council hereby finds and determines that Axon Enterprise, Inc. has presented a sole source quote, thus the purchase of such is exempt from competitive bid as provided for in Texas Local Government Code, Section 252.022(a)(7).

SECTION 2: This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 14th day of November, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Manager

Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-31(R) finding that CoServ Gas, Ltd.'s Statement of Intent to increase rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the company and the City's legal counsel.

Recommendation

Motion to approve the Item as presented.

Discussion

On July 28, 2023, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area.

The Steering Committee of Cities Served by CoServ Gas, Ltd. ("CoServ Gas Cities") engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Settlement discussions are ongoing, but no agreement has been met. Accordingly, CoServ Gas Cities' attorneys recommend that all member cities adopt the Resolution denying the rate change. Once the Resolution is adopted, CoServ will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CoServ's filing.

All cities with original jurisdiction will need to adopt the denial resolution no later than December 7.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate increase proposed by CoServ.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants, approved by the Cities, will submit monthly invoices that will be forwarded to CoServ for reimbursement.
4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CoServ and counsel for CoServ Gas Cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

RESOLUTION NO. 2023-31(R)

A RESOLUTION OF THE CITY OF WYLIE, TEXAS FINDING THAT COSERV GAS, LTD.'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND THE CITY'S LEGAL COUNSEL.

WHEREAS, the City of Wylie, Texas ("City") is a gas utility customer of CoServ Gas, Ltd. ("CoServ" or "Company") and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") with exclusive original jurisdiction over CoServ's rates, operations, and services within the City; and

WHEREAS, the City cooperated with a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting the rates charged in CoServ's service area ("CoServ Gas Cities" or "Steering Committee of Cities Served by CoServ Gas, Ltd."); and

WHEREAS, on or about July 28, 2023, CoServ filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$10.3 million annually in incorporated areas; and

WHEREAS, the City passed Resolution No. 2023-13(R) to suspend the effective date of CoServ's requested rate increase for 90 days, the maximum period allowed by law; and

WHEREAS, CoServ Gas Cities hired and directed legal counsel and consultants to prepare a collective response to the Company's requested increase, which resulted in a conclusion that CoServ's proposed rates are not reasonable; and

WHEREAS, CoServ Gas Cities' attorneys recommend that members deny the requested increase; and

WHEREAS, GURA § 103.022 provides that costs incurred by CoServ Gas Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. The rates proposed by CoServ to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. The Company shall continue to charge its existing rates to customers within the City.

Section 3. The City's reasonable rate case expenses shall be reimbursed in full by CoServ.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd., 7701 South Stemmons Freeway, Corinth, Texas 76210 (Charrell@coserv.com); and to Thomas Brocato, counsel for CoServ Gas Cities, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

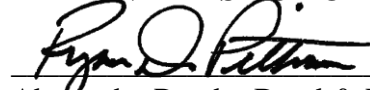
DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 14th day of November 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

APPROVED AS TO FORM:



Abernathy Roeder Boyd & Hullett P.C.
Ryan Pittman, City Attorneys



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Kirby Krol

Account Code: 100-5231-56040

Subject

Consider, and act upon, the award of Contract No. #W2023-94-E for Medical Advisory Services for Wylie Fire-Rescue with Columbia Medical Center of Plano Subsidiary LP d/b/a Medical City Plano, in the amount of \$224,013.00, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

This contract will provide for in-house Emergency Medical Services (“EMS”) with dedicated Medical Advisory Services for Wylie Fire Rescue (“WFR”). These services include 24/7 physician direction, quality control of EMS patient care reports, and a continuing education program. These services also include a physician led team to verify the skills and knowledge of all WFR employees.

After completing a formal procurement process, staff has determined Columbia Medical Center of Plano Subsidiary LP d/b/a Medical City Plano to be the most qualified firm for this project in accordance with Local Government Code 2254.

Staff recommends the award of Contract No. #W2023-94-E to Columbia Medical Center of Plano Subsidiary LP d/b/a Medical City Plano, as the most qualified respondent to provide Medical Advisory Services for Wylie Fire-Rescue.

The initial term of this agreement is three-years at an annual cost of \$74,671.00, total amount of \$224,013. At its discretion, the City has the option to exercise two, two-year renewal options under the same terms, conditions, and annual pricing.



Wylie City Council

AGENDA REPORT

Department: Fire
 Prepared By: Fire- Brandon Blythe

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-28(R) regarding the acceptance of the 2023 State Homeland Security Grant Program funds for hazardous materials equipment, specifically hazardous materials dry decon materials.

Recommendation

Motion to approve the Item as presented.

Discussion

A resolution of the City Council of Wylie regarding the acceptance of the 2023 State Homeland Security Grant Program (SHSP) funds for hazardous materials equipment, specifically hazardous materials dry decon materials.

RESOLUTION NO. 2023-28(R)

A RESOLUTION OF THE CITY COUNCIL OF WYLIE REGARDING THE ACCEPTANCE OF THE 2023 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) FUNDS FOR HAZARDOUS MATERIALS EQUIPMENT, SPECIFICALLY HAZARDOUS MATERIALS DRY DECON MATERIALS.

WHEREAS, the City of Wylie recognizes the importance of ensuring the safety and security of its residents, visitors, and critical infrastructure in the event of hazardous materials incidents;

WHEREAS, the State Homeland Security Grant Program (SHSP) for the year 2024 is offering funding opportunities to enhance the City's emergency preparedness and response capabilities, specifically in the area of hazardous materials response and mitigation;

WHEREAS, the 2023 SHSP has allocated grant funds for the procurement of Hazardous Materials Dry Decontamination (Decon) materials, equipment, and supplies, which will significantly enhance the City's capacity to respond effectively to hazardous materials incidents;

WHEREAS, the City of Wylie recognizes the need to improve its hazardous materials response capabilities to protect public health, safety, and the environment, and to ensure a swift and coordinated response to incidents involving hazardous materials;

WHEREAS, the City of Wylie has conducted a thorough evaluation and has identified specific needs for Hazardous Materials Dry Decon materials that align with the goals and priorities of the 2023 SHSP;

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

Section 1: The City Council hereby authorizes the submission of an application to the 2023 State Homeland Security Grant Program for the purpose of obtaining funding for Hazardous Materials Dry Decon materials, equipment, and supplies as specified in the grant guidelines.

Section 2: The City Council further authorizes the City Manager or their designee to act on behalf of the City in all matters related to the grant application, including the acceptance and matching of funds, the execution of grant agreements, and the fulfillment of reporting requirements.

Section 3: The City Council commits to the responsible use of grant funds for the acquisition, maintenance, and deployment of Hazardous Materials Dry Decon materials, equipment, and supplies, in accordance with the terms and conditions of the 2023 SHSP.

Section 4: The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Wylie commits that the funds will be returned to the Office of the Governor in full.

Section 5: The City Council expresses its gratitude to the State Homeland Security Grant Program for their support and commitment to enhancing the City's hazardous materials response capabilities.

Section 6: This Resolution shall take effect immediately upon passage.

DULY PASSED AND ADOPTED by the City Council of the City of Wylie, Texas on this the 14th day of November, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Grant Number: 4817601



Wylie City Council

AGENDA REPORT

Department: Police
 Prepared By: Tommy Walters

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-52 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 110 (Traffic and Vehicles), Article VI (Stopping, Standing, and Parking), Section 110-175 (No parking zones designated); creating Section 110-175 (14) *Westbound side of Bennett Road*. Prohibiting the stopping, standing, or parking of a vehicle along the westbound side of Bennett Road measuring 1,600 feet from the intersection of Wylie East Drive; establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance, and providing for the publication of the caption hereof.

Recommendation

Motion to approve the Item as presented.

Discussion

We have been receiving complaints from the residents on Bennett Road that parents are parking along Bennett Road to pick their students up from Wylie East. The houses are not within the City limits, but approximately 1,600 feet of the westbound lane of Bennett Road as measured from the intersection of Wylie East Drive is within the City limits. With the road being so narrow, it can get very congested and cars have trouble getting through with vehicles parked in one lane. Collin County has the eastbound lane marked as no parking, but we are asking for the westbound side to be added to the Code of Ordinances, Section 110-175 (No parking zones designated). This, along with proper signage, would allow the City to enforce the Ordinance if asking drivers to move does not rectify the problem.

ORDINANCE NO. 2023-52

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING CHAPTER 110 (TRAFFIC AND VEHICLES) OF ARTICLE VI. (STOPPING, STANDING, AND PARKING) OF SECTION 110-175 (NO PARKING ZONES DESIGNATED) OF THE WYLIE CODE OF ORDINANCES; CREATING SECTION 110-175 (14) PROHIBITING THE STOPPING, STANDING, OR PARKING OF A VEHICLE ALONG THE WESTBOUND SIDE OF BENNETT ROAD MEASURING 1,600 FEET FROM THE INTERSECTION OF WYLIE EAST DRIVE; ESTABLISHING AN OFFENSE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it is in the best interest of the City of Wylie, Texas (“Wylie”) to prohibit the stopping, standing, or parking of a vehicle along the westbound side of Bennett Road (the “Designated Area”) measuring 1600 feet from the intersection of Wylie East Drive; and

WHEREAS, the City Council further finds that it is a reasonable exercise of its police power to prohibit the stopping, standing, or parking of a vehicle in the Designated Area; and

WHEREAS, the City Council further finds that the stopping, standing, or parking of a vehicle in the Designated Area is dangerous and creates a traffic hazard that threatens the health, safety, and welfare of motorists and pedestrians; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie and promote the public health, safety and welfare of the school children to prohibit the stopping, standing, or parking located in Wylie, as set forth below.

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

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

SECTION 2: Amendment to Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and Parking) of Section 110-175 (No parking zones designated) of the Wylie Code of Ordinances. Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and Parking) of Section 110-175 (No parking zones designated) of the Wylie Code of Ordinances, is hereby amended to read as follows:

“...

(14) *Westbound side of Bennett Road.* Prohibiting the stopping, standing, or parking of a vehicle along the westbound side of Bennett Road measuring 1,600 feet from the intersection of Wylie East Drive.

...”

SECTION 3: ENFORCEMENT: In no way shall those areas where stopping, standing, or parking is prohibited be obstructed and no parking shall occur therein. The Police Chief, or his/her authorized representatives, is authorized to issue citations and/or remove or cause to be removed any material or vehicle obstructing the area in which stopping, standing, or parking is prohibited at the expense of the owner of such material or vehicle. The City shall not be responsible or liable for any damage to any vehicle or personal property removed from the area where stopping, standing, or parking is prohibited and shall not be responsible for any damage resulting from the failure to exercise the authority granted under this Ordinance.

SECTION 4: SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: SEVERABILITY. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: PENALTY PROVISION. Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not more than Five Hundred Dollars (\$500.00). Each continuing day's violation or separate act under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: AMENDMENTS. For clarity in reading amendments to the Wylie Code of Ordinances, any language intended to be added to the code may be underscored in the amending ordinance, and any language intended to be deleted from the code may be placed in brackets and stricken through. These markings, when used, and the deleted portions shall be removed when amendments are printed in the code. The amended provisions as set forth in this Ordinance have also been renumbered for ease of reading.

SECTION 8: EFFECTIVE DATE. This Ordinance shall be effective upon its passage and publication as required by law.

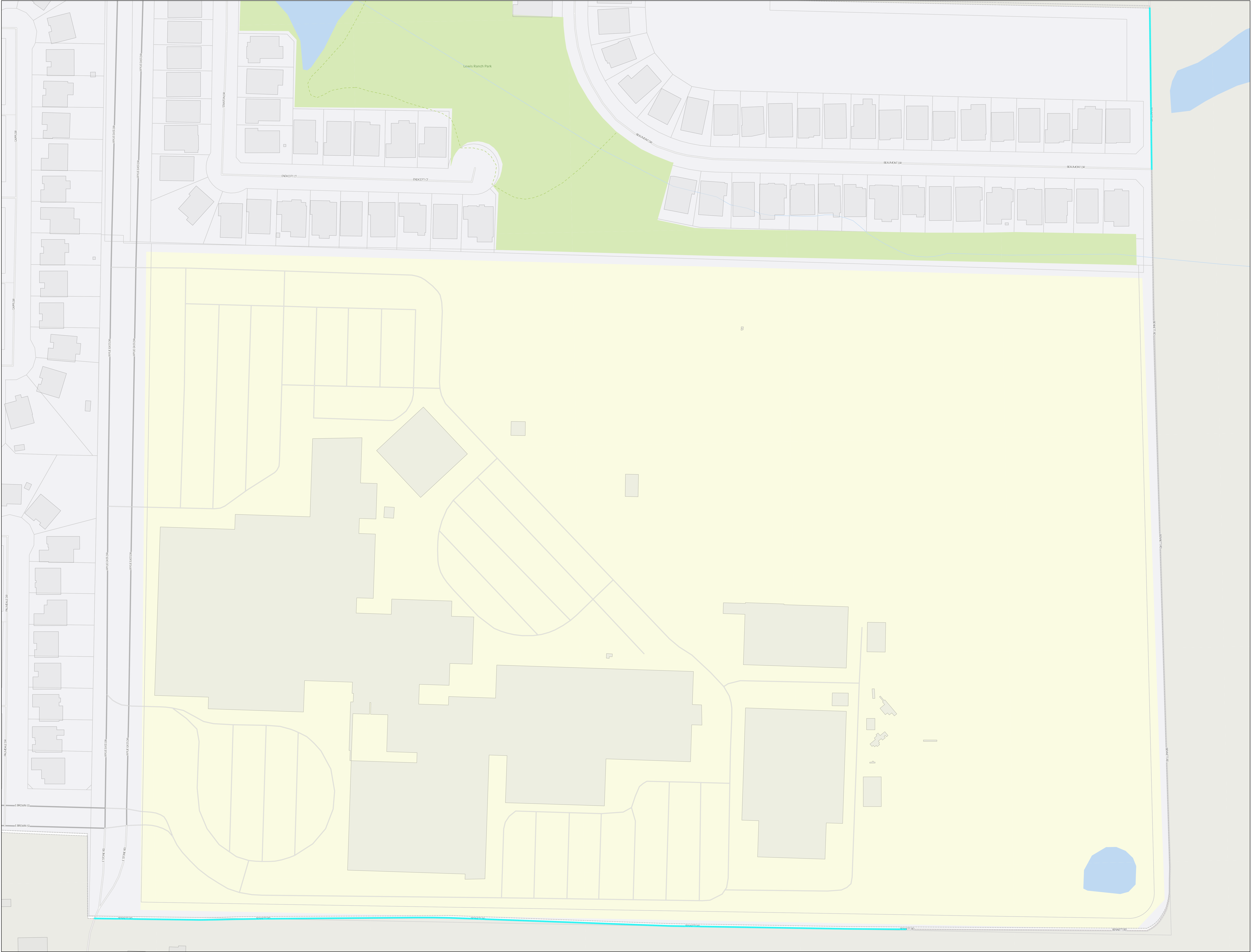
DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 14th day of November, 2023.

Matthew Porter, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – November 22, 2023





Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.4496 acres to allow for Automobile Repair Minor use. Property located at 403 S. State Highway 78 (ZC 2023-17).

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Don Montgomery

APPLICANT: Don Montgomery

The applicant is requesting a Special Use Permit (SUP) on 0.4496 acres to allow for an existing 5,225 sq. ft. structure to be used as an auto repair minor use. The property is located at 403 S. State Highway 78. The current zoning is Commercial Corridor (CC).

The original structure was constructed in 1970 and has been previously used for an auto repair use. The property has also been an auto parts store and a cabinet shop. The property is now being used as a smoke shop. The Zoning Ordinance requires a Special Use Permit for the new, proposed Automobile Repair Minor use.

The development is accessed by an existing drive with access to South State Highway 78 and Williams Street. The building contains two roll up door access bays that can be accessed from Williams Street.

The Special Use Permit is requesting for a parking reduction of four parking spaces to allow for the site's existing 14 parking spaces in lieu of the required 18 spaces. This parking reduction equates to a parking requirement of one space for every 373 sq. ft. of space in lieu of one space for every 300 square feet of building space. The applicant is aware that the Zoning Ordinance requires all repair activities to be conducted inside the building and no vehicles under repair shall be stored outside.

The SUP conditions do not make allowances for the retention of the pole sign, which will be removed and replaced by a monument sign should the SUP be approved.

The adjacent property to the south is developed with an office suite. The property to the east is developed with a fueling station. The property to the north and west is developed with restaurants. The subject property lies within the Regional Commercial sector of the Comprehensive Land Use Plan. The proposed zoning is compatible with the Plan.

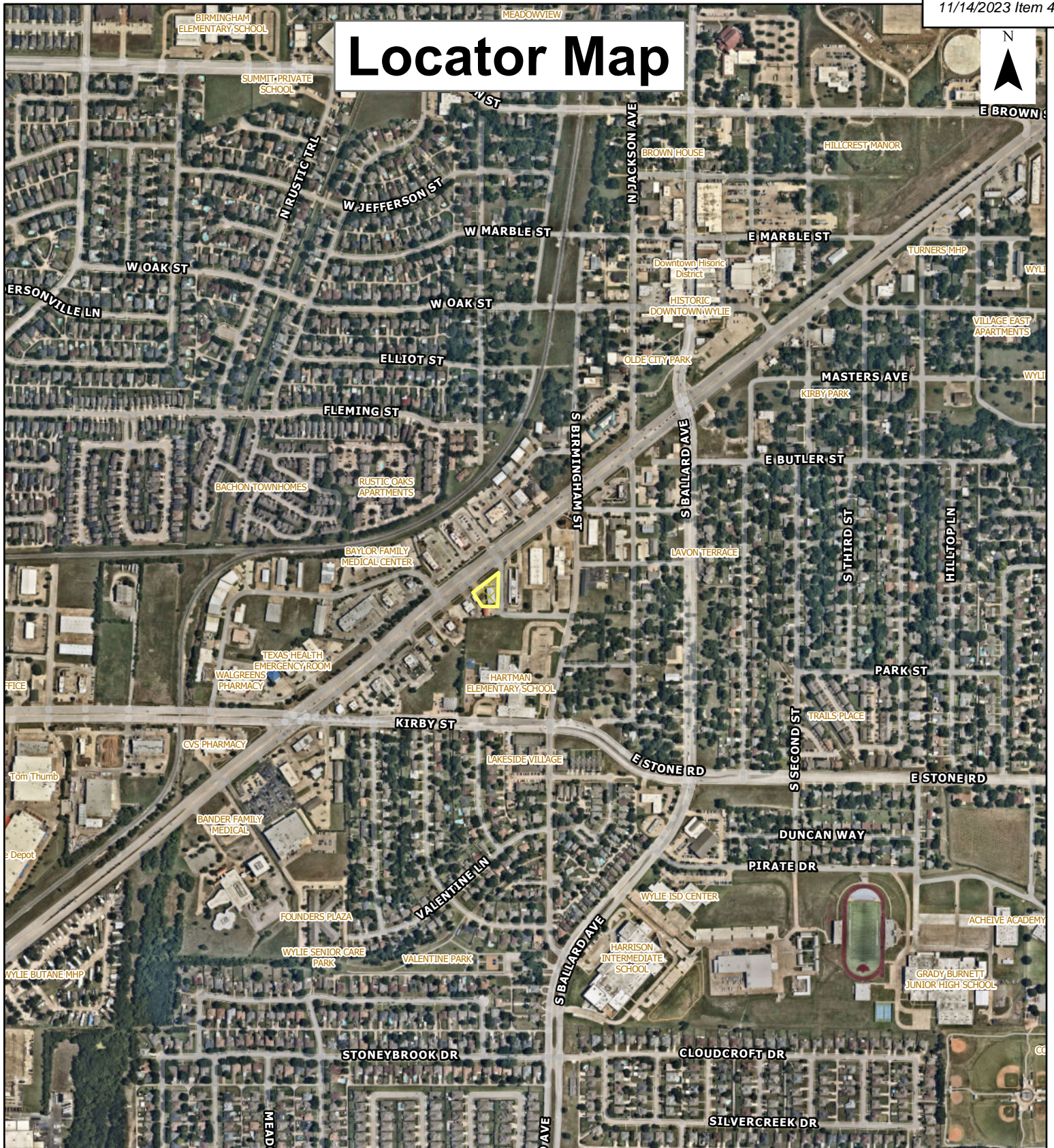
If zoning is approved, a plat shall be required prior to a Certificate of Occupancy being issued.

Notices were sent to 13 property owners within 200 feet as required by state law. At the time of posting, no responses were received in favor and one protest response was received outside of the notification area.

P&Z Recommendation

After some clarification on the parking requirements changing since the last time the property was an automotive repair shop, the Commission voted 6-0 to recommend approval.

Locator Map



ZONING CASE:
 ZC 2023-17 1st Choice Auto & Tire SUP

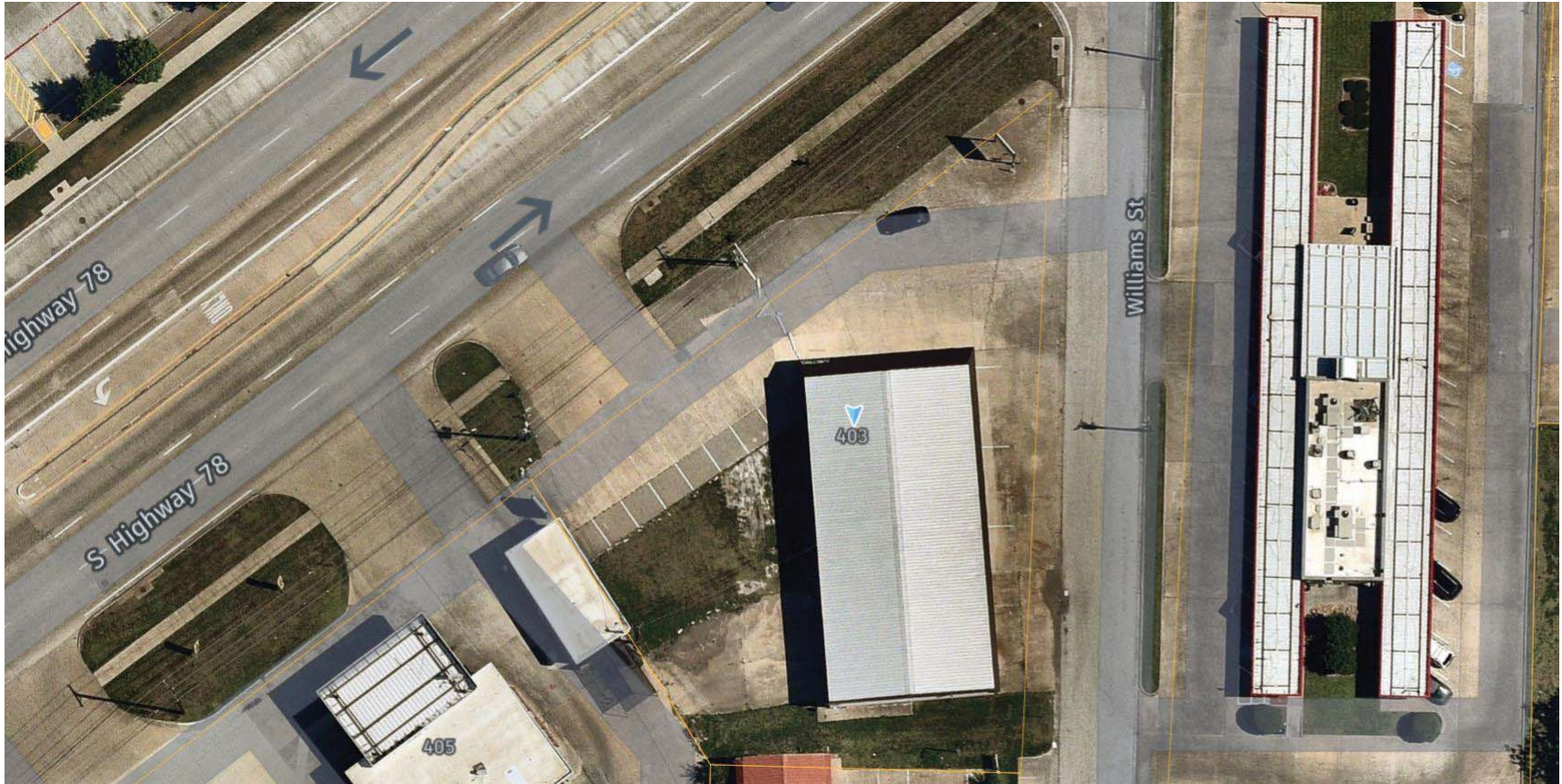
 SUBJECT property

0 0.1 0.2 0.3 0.4 Miles



Date: 9/13/2023







1st Choice Auto & Tire

EXHIBIT "B"

Conditions For Special Use Permit

I. PURPOSE:

The purpose of this Special Use Permit is to allow for an automobile repair use classified as Automobile Repair, Minor.

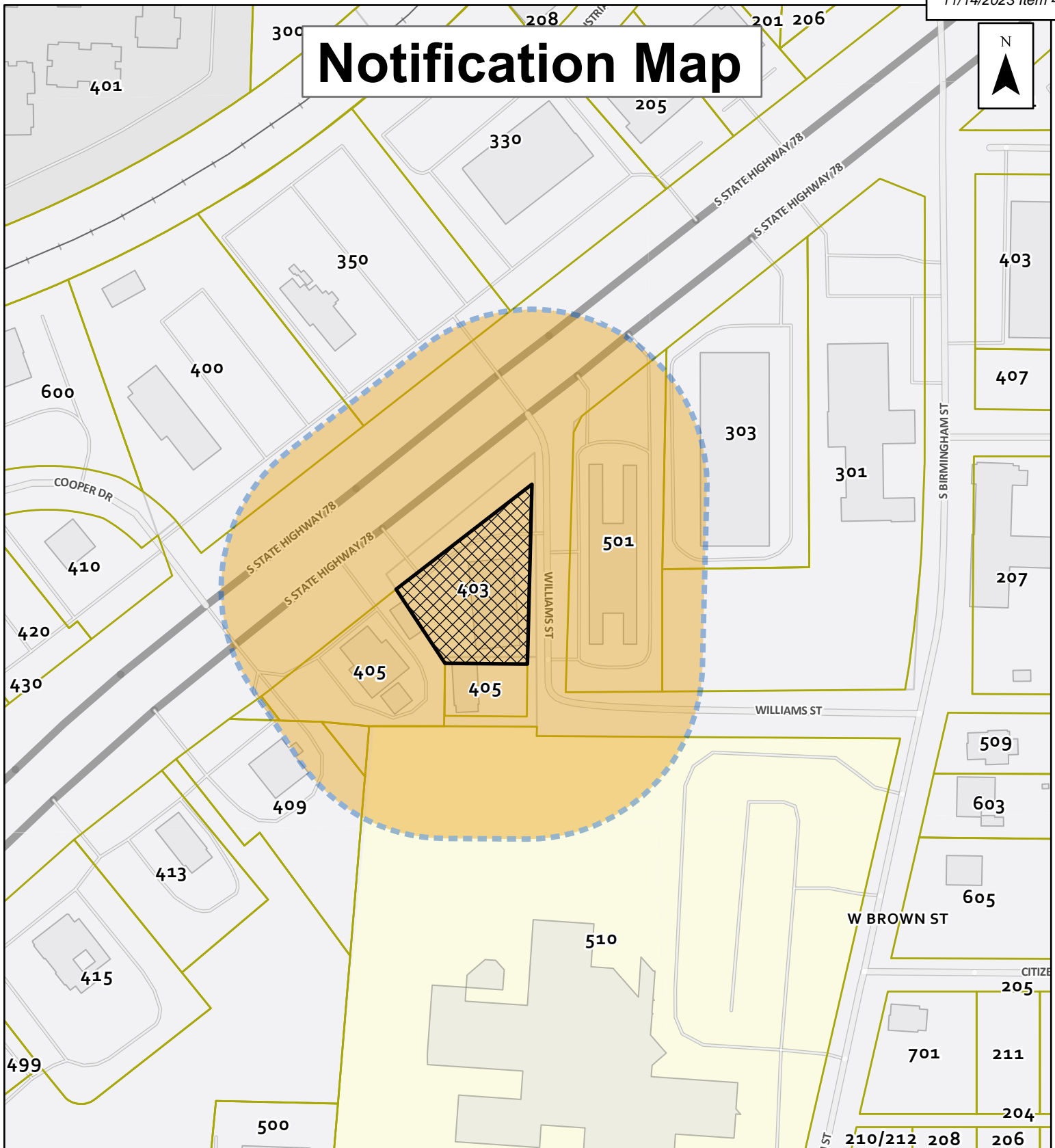
II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of June 2023), except as specifically provided herein.
2. The design and development of the automobile repair use shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. The development within this Special Use Permit shall be permitted to provide 14 parking spaces in lieu of the required 18 parking spaces of the Zoning Ordinance (adopted as of June 2023).
2. The storage of outside overnight vehicles shall be prohibited due the accessory outside storage use not being allowed within the Commercial Corridor zoning District per Section 5.1.J.6 of the Zoning Ordinance (adopted as of June 2023).

Notification Map



ZONING CASE:
 ZC 2023-17 1st Choice Auto & Tire SUP

 SUBJECT property  200 foot Notification Buffer

0 50 100 200 300 400 Feet



Date: 9/13/2023





Public Comment Form

First Name *

Steve

Middle Name

D

Last Name *

Martin

Address *

Street Address

1517 star point ln

Address Line 2

City

Wylie

State / Province / Region

TX

Postal / Zip Code

75098

Case # *

ZC2023-17 403 S St Hwy 78

Response *

- ☐ I am FOR the requested zoning as explained on the public notice
- ☒ I am AGAINST the requested zoning as explained on the public

Comments

I agree and understand that by signing the electronic signature, that it is the equivalent to my manual/handwritten signature.

Signature *

Date of Signature

9/20/2023



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-53 to abandon Right-of-Way being a 0.093 acre dead end alleyway within the Wooded Creek Estates Addition.

Recommendation

Motion to approve the Item as presented.

Discussion

In accordance with Section 253.009 of the Texas Local Government Code and Section 2.12 of the City of Wylie Subdivision Regulations the owners of 2718 Spanish Oak Trail is requesting that the City Council approve the abandonment of Right-of-Way being a 0.093-acre dead end alleyway within the Wooded Creek Estates Addition. The survey depicting the property is attached.

The purpose of the request is to allow the property owner to combine the abandoned alleyway with their single-family lot. The surrounding property owners were notified of the request as required by law. The owner of a rental property to the north expressed interest but not until after the 30-day window. Therefore, this application is presented with just the original requesting property owner.

The alleyway and a since abandoned access easement were put in place to allow access to property to the east during the construction of Spanish Oak Trail. Currently, the ROW serves no City related function for utilities or access. There is a drainage grate in the alley that Engineering has reviewed and determined can be turned over to the buyer due to the limited drainage area serviced by the grate. The property owner will maintain the area or allow an easement for City maintenance.

The applicant is requesting Council waive the requirement for an appraisal for said right-of-way. The property owner is proposing to offer \$5,000.00 for the alleyway. Staff is in possession of a cashier's check from the applicant for that amount. The Council can waive the requirement for the appraisal, the property cost, neither, or both.

If the purchase is approved, the applicant will be required to replat before any improvements can be developed.



ORDINANCE NO. 2023-53**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, ABANDONING RIGHT-OF-WAY BEING A 0.093 ACRE DEAD END ALLEYWAY WITHIN THE WOODED CREEK ESTATES ADDITION, AND TO WAIVE THE REQUIREMENT FOR AN APPRAISAL FOR SAID RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the property described herein as Exhibits “A” and “B”, said right-of-way being approximately 0.093 acres; and

WHEREAS, the principal owner of 2718 Spanish Oak Trail, adjacent to said right-of-way has requested that the right-of-way be abandoned and offered for sale according to State law (LGC Sec 253.009) and the City of Wylie Subdivision Regulations (Section 2.12); and

WHEREAS, the City of Wylie has determined that said right-of-way is no longer needed for public access purposes, provided that existing utilities located within said right-of-way are converted to easements through replatting or other legal instruments by the new owners acquiring said right-of-way; and

WHEREAS, the City of Wylie finds that it is in the public interest to waive the expense of an appraisal and convey the properties for a fair amount;

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

SECTION 1: That the described right-of-ways as shown in Exhibits “A” and “B” attached are no longer necessary for public access purposes, provided that existing utilities shall be located within easements, and that said portion of right-of-way should be abandoned in favor of adjacent property owner.

SECTION 2: That this abandonment shall extend only to the public right-of-way, title and interest which the City of Wylie, Texas may have in and to said right-of-way, and shall be construed to extend only to such interest that the governing body of the City of Wylie may legally and lawfully abandon.

SECTION 3: That the City of Wylie, Collin County, for and in consideration of \$5,000.00 dollars, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said 2718 Spanish Oak Trail, of the City of Wylie, in the state of Texas, all that certain properties as described in Exhibits “A” and “B”. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Brandon Newingham and Terra McClain or assigns forever. And do hereby bind the City of Wylie, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Brandon Newingham and Terra McClain, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

SECTION 4: That this ordinance shall be in full force and effect from and after its adoption by the City Council, as the law in such cases provides.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 14th day of November, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

1529 E. I-30, STE. 106
GARLAND, TX 75043

FIRM REGISTRATION
NO. 10194052

EXHIBIT A

ALLEY
SITUATED IN

MOSES SPARKS SURVEY, ABSTRACT NO. 849
WYLIE, COLLIN COUNTY, TEXAS

RHODES
Surveying
WWW.RHODESSURVEYING.COM

STATE OF TEXAS:

COUNTY OF COLLIN:

BEING a tract of land situated in the Moses Sparks Survey, Abstract No. 849, of Collin County, Texas, also being a portion of Wooded Creek, Phase 2, as recorded in Volume 2014, Page 683, of the Map Records of Collin County, Texas, as shown on this survey and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch yellow-capped iron rod found for corner, said corner being the Southwest corner of Lot 2, Block A, being the North Right-Of-Way of Spanish Oak Trail, and being the Southeast corner of said tract;

THENCE North 89 degrees 59 minutes 29 seconds West, a distance of 20.00 feet, to a 1/2 inch yellow-capped iron rod set for corner;

THENCE North 00 degrees 00 minutes 31 seconds East, a distance of 139.31 feet, to an 'X' set for corner;

THENCE South 89 degrees 45 minutes 18 seconds East, a distance of 60.09 feet, to a metal fence post found for corner;

THENCE South 00 degrees 14 minutes 42 seconds West, a distance of 21.06 feet, to a metal fence post found for corner, said corner being in a curve to the left having a radius of 38.00 feet;

THENCE continuing along said curve, a chord bearing of South 45 degrees 00 minutes 31 seconds West, a distance of 53.74 feet, a central angle of 89 degrees 59 minutes 59 seconds, an arc length of 59.69, to a 1/2 inch yellow-capped iron rod found for corner;

THENCE South 00 degrees 00 minutes 32 seconds West, a distance of 17.00 feet, to a 1/2 inch yellow-capped iron rod set for corner;

THENCE South 05 degrees 43 minutes 09 seconds West, a distance of 20.10 feet, to a 1/2 inch iron rod found for corner;

THENCE South 00 degrees 00 minutes 31 seconds West, a distance of 43.00 feet, to the PLACE OF BEGINNING containing 4,072 square feet or 0.093 of an acre of land.



BRIAN S. RHODES 09/07/2023
Registered Professional Land Surveyor No. 5962

BRIAN RHODES
REGISTERED PROFESSIONAL LAND SURVEYOR
1529 E. I-30, STE. 106-GARLAND, TX, 75043
PHONE 972-475-8940



Job no.: 112632
Drawn by: ABP

1 of 2

1529 E. I-30, STE. 106
GARLAND, TX 75043

FIRM REGISTRATION
NO. 10194052

EXHIBIT B

ALLEY
SITUATED IN

MOSES SPARKS SURVEY, ABSTRACT NO. 849
WYLIE, COLLIN COUNTY, TEXAS

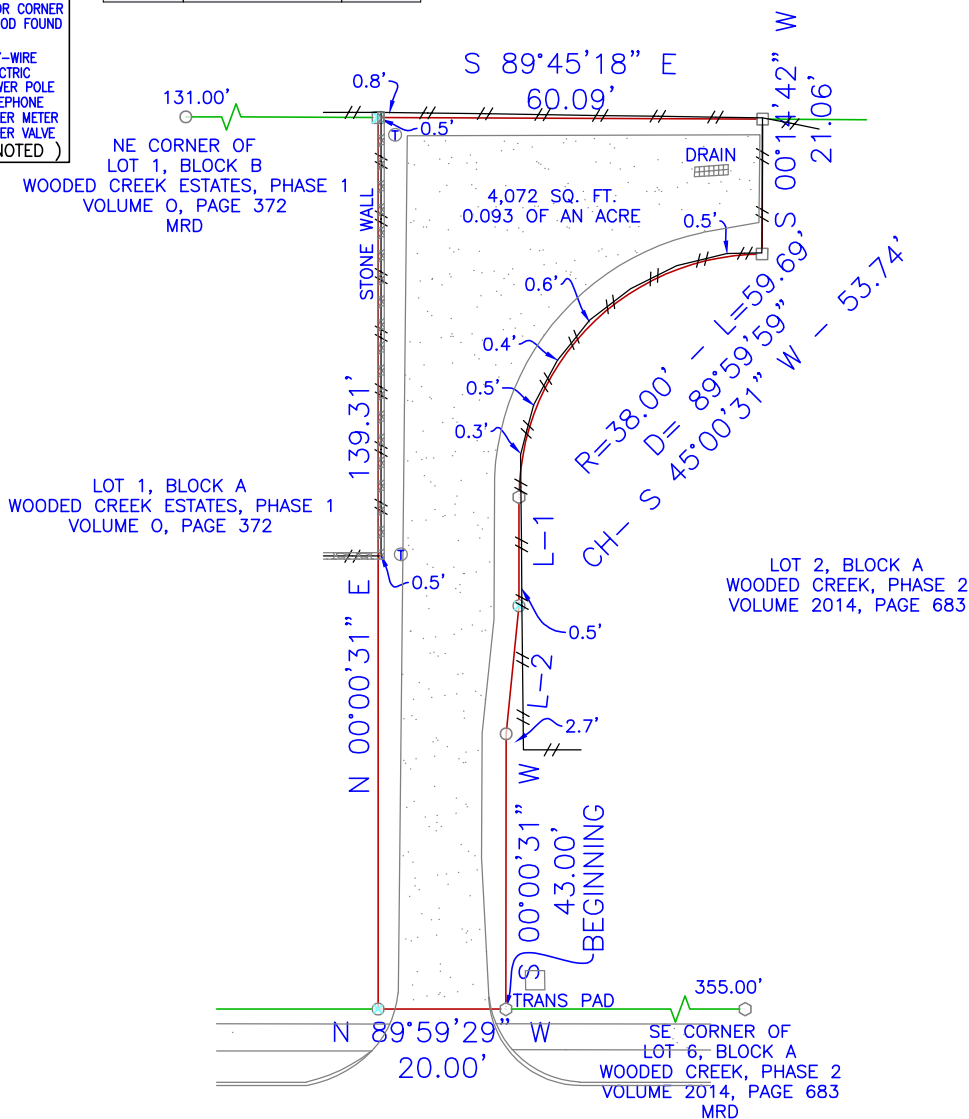
RHODES
Surveying
WWW.RHODESSURVEYING.COM

0 7.5 15 30 60
SCALE: 1" = 30'

LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT/SETBACK
	RESIDENCE/BUILDING
MRD - MONUMENTS OF RECORD DIGNITY	
1/2" IRON ROD FOUND	
1/2" YELLOW-CAPPED IRON ROD SET	
SET 'X'	
METAL FENCE POST FOUND FOR CORNER	
1/2" YELLOW-CAPPED IRON ROD FOUND	
PK NAIL FOUND	
CABLE	GUY-WIRE
CLEAN OUT	ELECTRIC
GAS METER	POWER POLE
FIRE HYDRANT	TELEPHONE
LIGHT POLE	WATER METER
MANHOLE	WATER VALVE
(UNLESS OTHERWISE NOTED)	

Line Table		
Line #	Direction	Length
L-1	S 00°00'32" W	17.00'
L-2	S 05°43'09" W	20.10'

BLOCK B
SAGE CREEK PHASE IX A
VOLUME 2008, PAGE 553



BRIAN S. RHODES
Registered Professional Land Surveyor No. 5962

09/07/2023

BRIAN RHODES

REGISTERED PROFESSIONAL LAND SURVEYOR

1529 E. I-30, STE. 106-GARLAND, TX, 75043

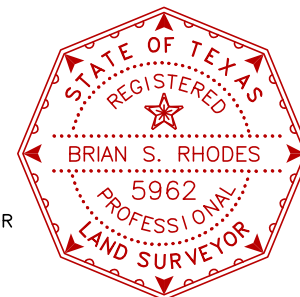
PHONE 972-475-8940

Scale: 1" = 30'

Job no.: 112632

Drawn by: ABP

THIS CERTIFICATION DOES NOT
TAKE INTO CONSIDERATION
ADDITIONAL FACTS THAT AN
ACCURATE TITLE SEARCH AND OR
EXAMINATION MIGHT DISCLOSE.



2 OF 2



Wylie City Council

AGENDA REPORT

Department: Public Art
 Prepared By: C. Ehrlich

Account Code: _____

Subject

Consider, and act upon, a contract between the City of Wylie and Yoshikawa Stone Sculpture, Inc. to commission two pieces of art for the Municipal Walking Trails, Phase 2 not to exceed \$80,000, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Public Art Advisory Board is recommending Yoshikawa Stone Sculpture, Inc. to provide two pieces of art for Phase 2 of the Municipal Walking Trails. The sites are marked in the attachments provided. All funding for this project comes from City events revenue.

‘Sacred Fire’ dimensions are H10’ x W10’ x D10’, and the materials consist of Texas limestone. Fire was an integral part of the Caddo ceremonial and everyday life. Fire represents life and was tended to by the high priest. It was believed if the fire went out the village would perish.

‘Ancestor’s Voice’ dimensions are H6’ x W8’ x D12”, and the materials consist of black academy granite. The concept for this design is the vessel is emerging from the earth. The lady’s hand that shaped this vessel tells us of the pride and power of her culture. She will be facing the Sacred Fire and be grateful the fire is still burning.

Yoshi Wright (artist) researched this project at the Caddo Mounds State Historic Site in Alto, Texas. The historic site includes mounds used by the Caddo tribes and a museum. They have direct contact with the Caddo Nation in Oklahoma. The contract attached has been review and approved as to form by the City Attorney.

AGREEMENT
BETWEEN
THE CITY OF WYLIE, TEXAS
AND
YOSHIKAWA WRIGHT, ARTIST
FOR
THE FABRICATION AND INSTALLATION OF THE PROPOSED
WYLIE MUNICIPAL WALKING TRAILS, PHASE 2 PUBLIC ART PROJECT
300 COUNTRY CLUB ROAD, WYLIE, TEXAS 75098

Made as of the 14th day of November, 2023.

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

-

and Artist(s): Yoshikawa Stone Sculpture, Inc.
 Yoshikawa Wright
 6190 Temple Hill Drive
 Los Angeles, CA 90068
 Telephone (323) 462-7139

Project: Fabrication and Installation of the two proposed public art pieces, titled
 "Sacred Fire" and "Ancestor's Voice"

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

WHEREAS, City desires to engage the services of Artist to fabricate and install two art pieces

'Sacred Fire' Dimensions: H10' x W10' x D10' Materials: Texas limestone

'Ancestor's Voice' Dimensions: H6' x W8' x D12" Materials: Black academy granite ("Artworks") in connection with the Public Art Projects at the Municipal Walking Trails, which shall be installed in the

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

location designated by City on property located at 300 Country Club Road, Wylie, Texas 75098, (“Project”); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 ARTIST’S SERVICES

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

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

1.3 Schedule of Work — Artist agrees to commence work immediately upon execution of this Agreement and receipt of first payment, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget, attached hereto as Exhibit “B” and incorporated herein by reference for all purposes. Notwithstanding anything herein to the contrary, fabrication of the Artwork shall be completed no later than December 1, 2024. The Artwork shall be delivered and installed on or before December 12, 2024 or reasonably promptly thereafter, as determined by City in its sole discretion. The Artwork shall not be delivered to the Wylie Fire Station #4 site before the City is notified by written notice from the Artist of the delivery date (“Notice of Delivery”) and after all portions of the base construction and lighting infrastructure have been completed by Artist. Delivery and full installation of the Artwork shall be completed within fourteen (14) days of the Notice of Delivery.

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

ARTICLE 2 CITY'S RESPONSIBILITIES

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

2.2 City Project Manager — City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City or the Project Manager shall examine the documents submitted by Artist and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Services. Artist understands and agrees that the Project Manager and his or her authorized representative are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 ARTIST'S COMPENSATION

3.1 Compensation for Artist's Services — As described in Article 1, Artist's Services of this Agreement, compensation for this Project shall be on a milestone basis, in an amount not to exceed Eighty Thousand and No/100 Dollars (\$80,000.) ("Artist's Fee"), and will cover all Services to be rendered and materials to be provided in accordance with this Agreement. Artist's Fee shall be paid in accordance with this Article 3 and the Completion Schedule/ Project Billing /Project Budget as set forth in Exhibit "B". The final fifteen (15) percent of the Artist's Fee, or Twelve Thousand and No/100 Dollars, (\$12,000.) ("Final Payment"), shall not be paid to Artist until Artist has completed, delivered and installed, as applicable, all of the Artwork, Services and tasks described in Exhibits "A" and "B" to City's satisfaction.

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

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

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
Artists

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

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

ARTICLE 4 OWNERSHIP AND COPYRIGHT

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

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

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

4.4 Copyright Notice — City undertakes to use its reasonable efforts to include in any reproductions which it makes of the Artwork a copyright notice in the following form: Copyright Yoshikawa Stone Sculpture, Inc., Artist.

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

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

ARTICLE 5 FABRICATION

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

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

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

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

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

ARTICLE 6 STORAGE

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

**Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
Artists**

responsible for the costs of storage. Artist will be on site at time of delivery of the Artwork.

ARTICLE 7 FINAL APPROVAL OF ARTWORK

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

ARTICLE 8 INTEGRITY OF THE WORK

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

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

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

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

ARTICLE 9 INSURANCE COVERAGE

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

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

statutorily required workers' compensation insurance. All insurance and certificate (s) of insurance shall contain the following provisions:

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

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

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

ARTICLE 10

AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

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

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

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

ARTICLE 11

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

TERMINATION OF AGREEMENT/REMEDIES

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

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

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

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

ARTICLE 12 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 13 INDEMNITY

ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES INCLUDING LOSS OF USE), CLAIMS FOR PATENT,

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

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

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

**Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
Artists**

COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 14 NOTICES

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

If to City, addressed to it at:

Brent Parker, City Manager
Carole Ehrlich, Public Arts Coordinator
City of Wylie
300 Country Club Road, Bldg. 100
Wylie, Texas 75098

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544 -4000
Facsimile: (214) 544 -4054

If to Artist, addressed to him at:

Yoshikawa Wright
6190 Temple Hill Drive
Los Angeles, CA 90068

ARTICLE 15 MISCELLANEOUS

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

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

Exhibit “A”, Scope of Services.

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

Exhibit “C”, Affidavit.

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

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

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

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

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

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

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

15.8 Authority — The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
Artists

in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

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

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

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

15.12 Immunity — The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

15.14 Miscellaneous Drafting Provisions — This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

15.15 Death of Artist — In the event the Artist dies or becomes incapacitated during the term of this Agreement, the fabrication, delivery and installation of the Artwork shall be completed pursuant to the Artist's design, conception and plans by: Name: Brian Carlson (contractor/artist)
Address: 620 W Palm Drive, Arcadia, California 91007, Telephone: (626)482-0022, E-mail: zorthian@att.net.

15.16 No Third Party Beneficiaries — Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

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

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
Artists

15.18 Reference to City — When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

(Signature page follows.)

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

CITY:

City of Wylie, Texas
a home-rule municipality


ARTIST:

Yoshikawa Stone Sculpture, Inc., artist

By: _____
Brent Parker, City Manager

By: _____
Yoshikawa Wright, Artist

Approved as to Form:

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

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

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

Given under my hand and seal of office this ____ day of _____, 2023.

 Notary Public in and For the State of Texas

STATE OF _____ §
 §
 COUNTY OF _____ §

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

Given under my hand and seal of office this ____ day of _____, 2023.

 Notary Public in and For the State of Texas

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

EXHIBIT "A"

SCOPE OF SERVICES

Project Description

("Municipal Walking Trails, Phase 2 (Public Art Projects))

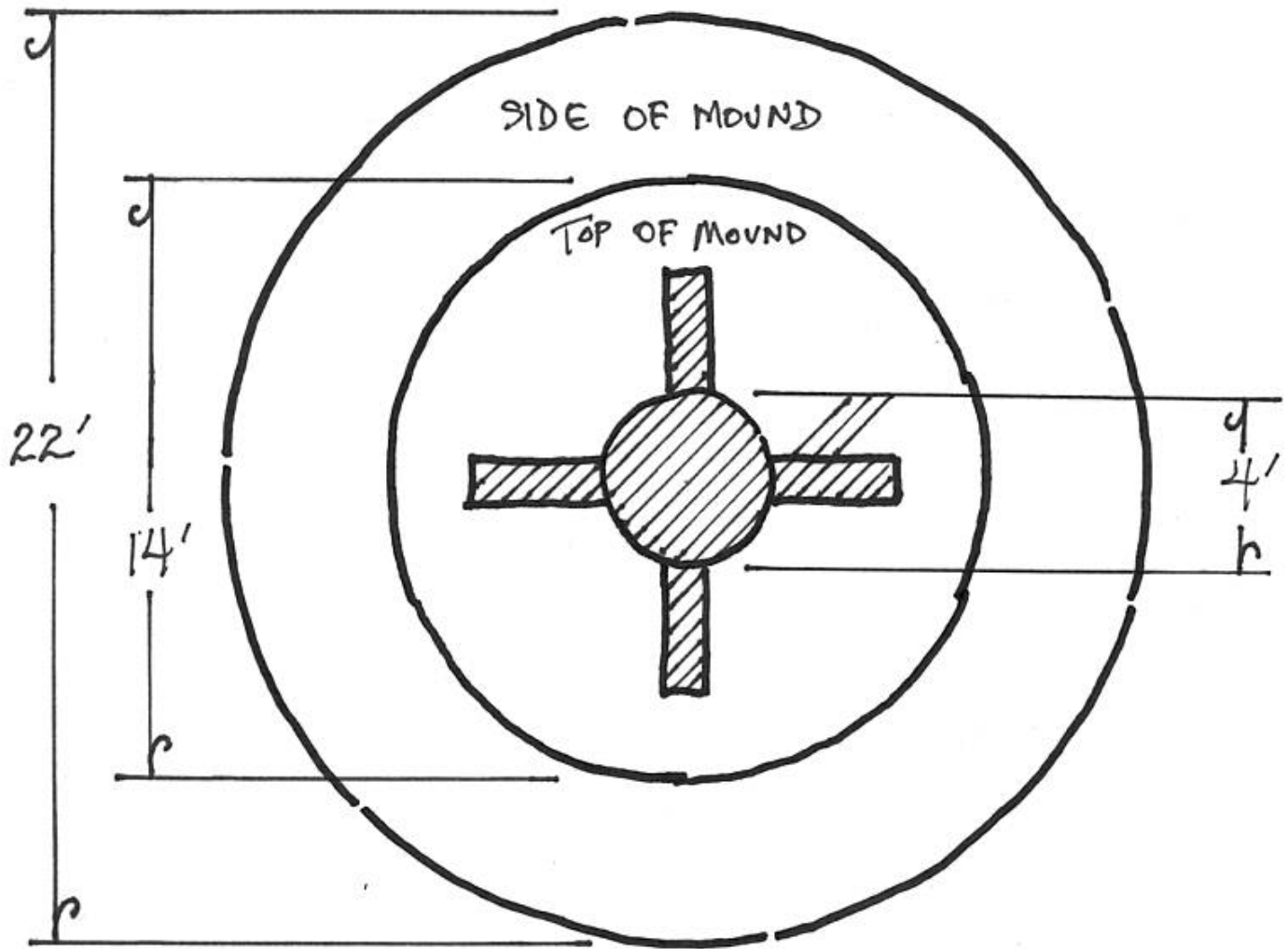
To fabricate and install the proposed Fire Municipal Walking Trails, Phase 2 Public Art Projects artist Yoshikawa Stone Sculpture, Inc. will perform the following tasks:

- A) Following a site visit, submit final schematic drawings of the proposal, based upon submitted maquette to City staff and the Public Arts Advisory Board for their review and approval within sixty (60) days of the receipt of this agreement. These drawings will include:
 - Detailed information of every physical feature of the construction of the Artwork and its integration with the site with any proposed changes to the previously submitted concept highlighted. (Final Design).
 - A description of any issues involved in the construction, integration and maintenance of the Artwork, as well as any third-party subcontractors needed to work on the project.
 - A final project budget breakdown not to exceed \$80,000.
 - An installation timeline.
- B) Following formal approval by the Public Arts Advisory Board, and the Wylie City Council, the Artist shall submit drawings stamped by an engineer, located and licensed by the State of Texas and paid for by the Artist, for certification that the Artwork, foundation, and its connection will be structurally sound.
- C) Artist shall fabricate and install the Artwork in substantial conformity with the approved design. Any significant changes in the concept, as defined in Article 5.2, must be approved by the City. It is the responsibility of the Artist to coordinate with the City, the Project Landscape Architect, and Contractor to ensure that the site is prepared to receive the Artwork. Artist will be responsible for preparation of the site, including installation of the foundation base, risers, sculptures and lighting. City will be responsible for landscaping around the space and electrical power to the site.
- D) Upon completion of the permanent installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance, as provided in this Agreement. Artist will complete City's maintenance worksheet and submit it to the City within ten (10) days of City's final acceptance of the Artwork.

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

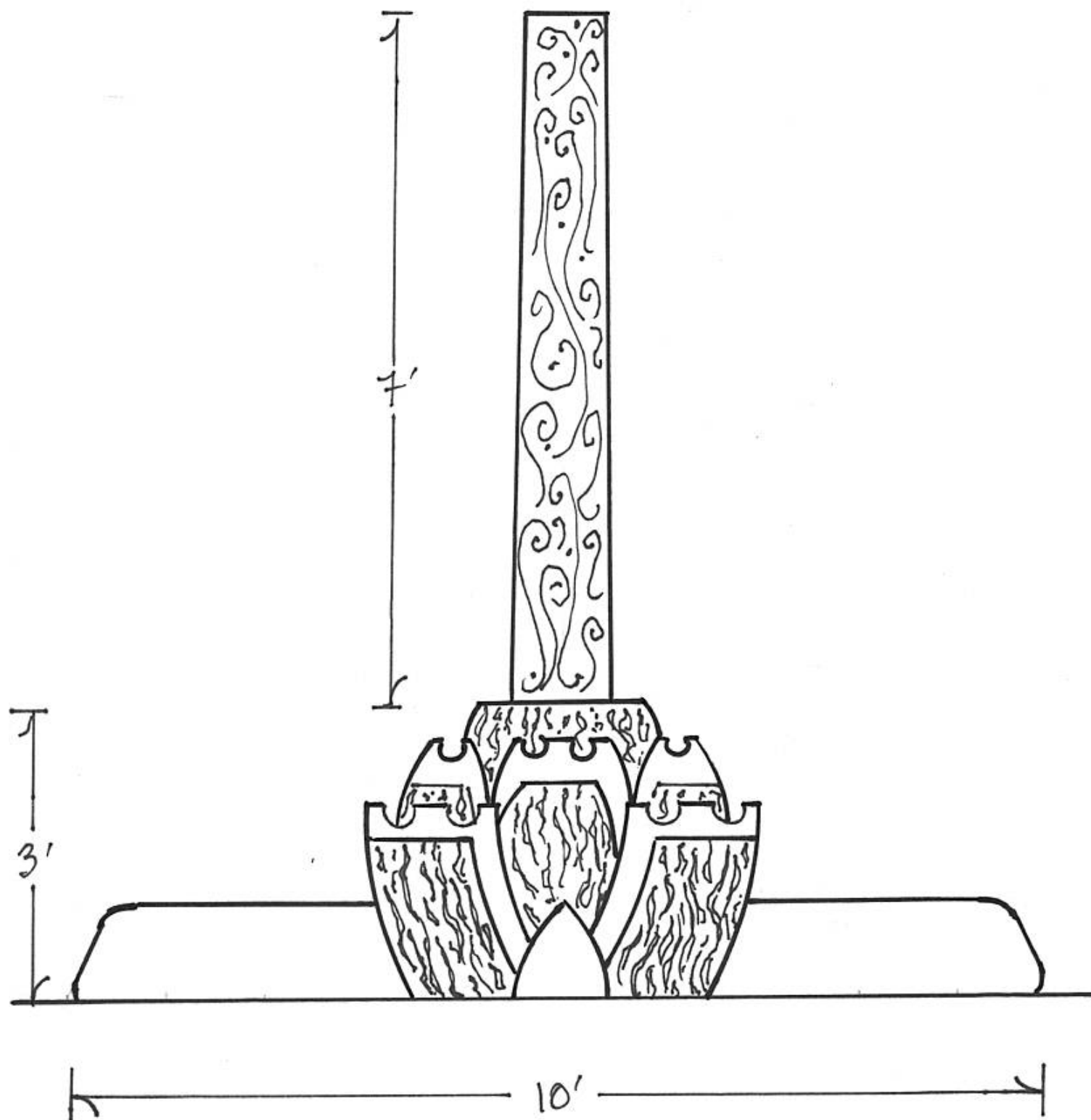






$\frac{1}{4}'' = 1'$
 © Shi. Kaur $\frac{1}{4}''$

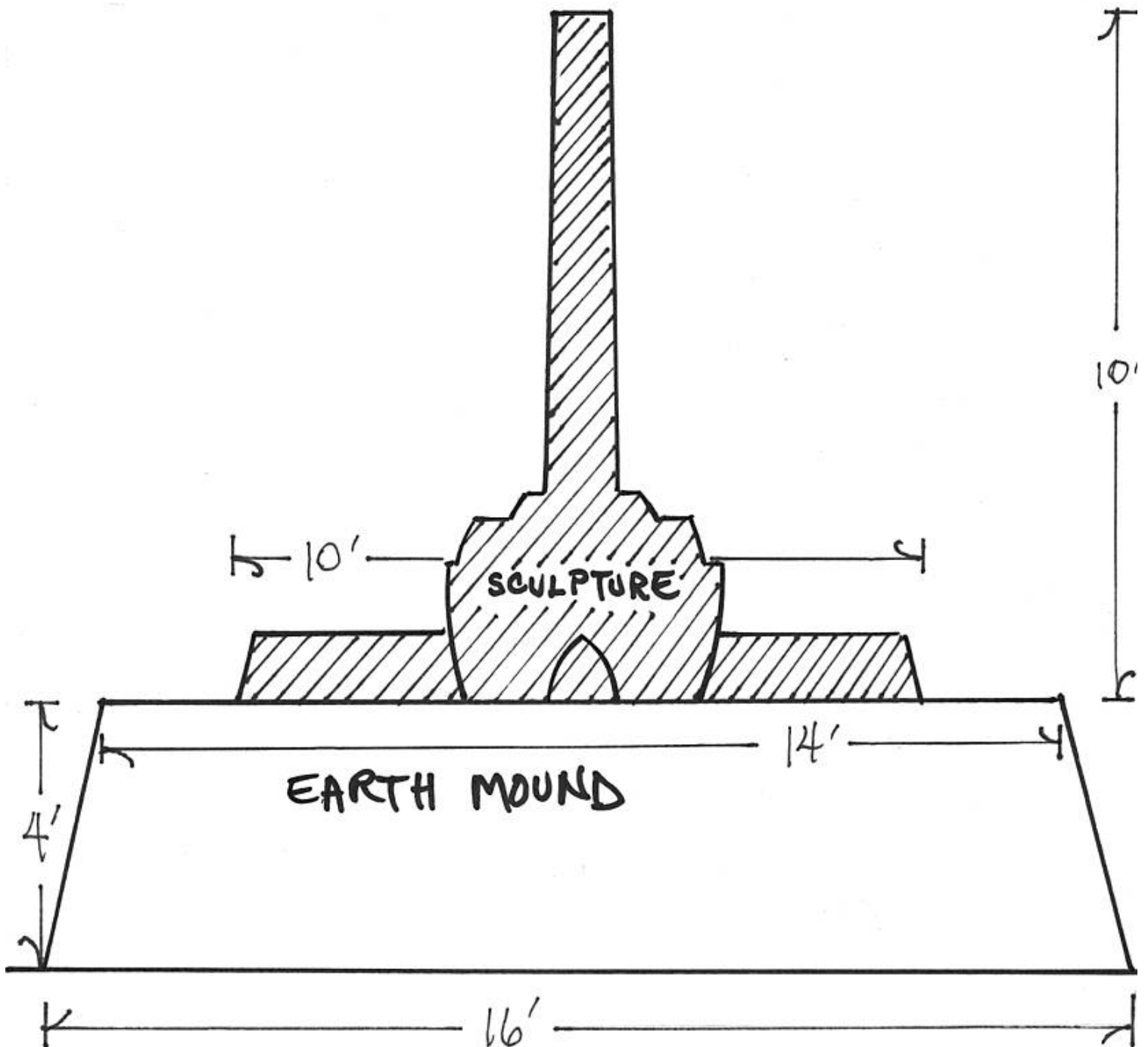
'Sacred Fire



$\frac{3}{4}" = 1'$ ~~1/2~~
© Josh. Kaur 11

Sacred Fire

11/14/2023 Item 6.



$\frac{1}{2}'' = 1'$
© Yodhi Kaur

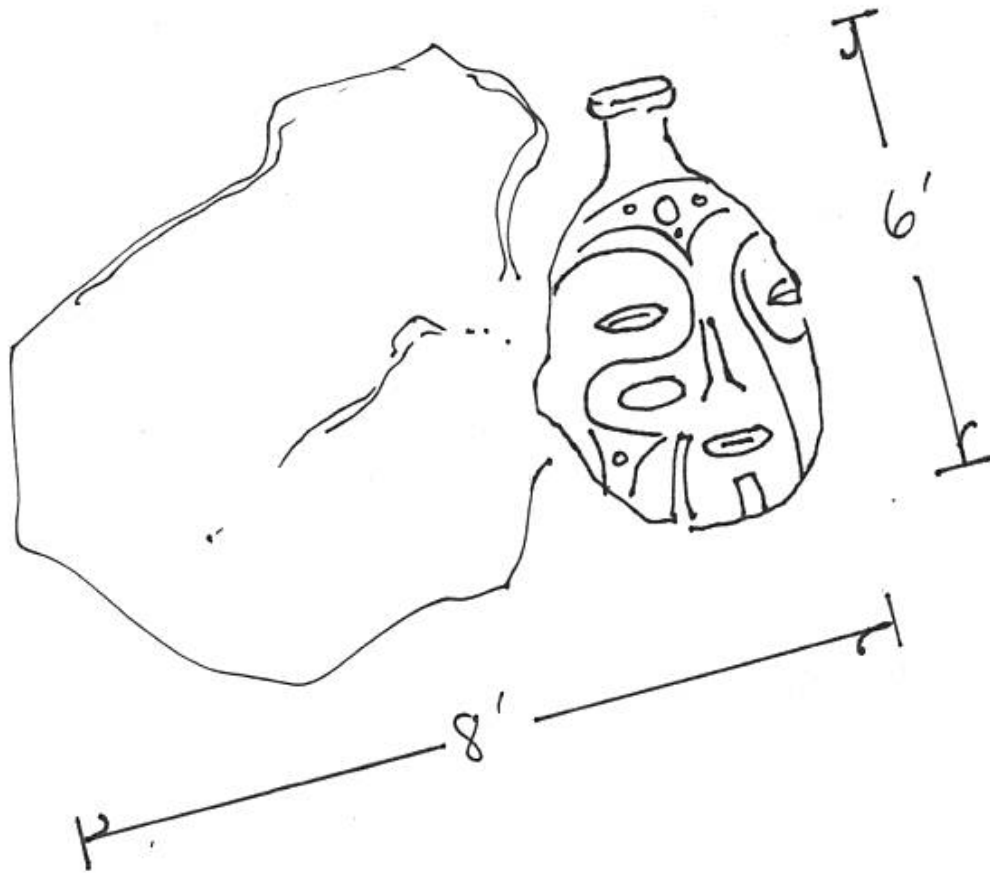
11/14/2023 Item 6.



YOSHIKAWA SCULPTURE

'Ancestor's Voice'

11/14/2023 Item 6.



© Yoshitane
10/11

Ancestor's Voice



@Yoshitane 

MAINTENANCE PROCEDURES

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

Artist: Yoshikawa Stone Sculpture, Inc., Yoshikawa Wright, (Artist)

Title of Work: 'Sacred Fire'

Media: Texas limestone

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

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.): Sculpting

Title of Work: 'Ancestor's Voice'

Media: Black academy granite

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

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.): Sculpting

Fabricator name and address (if other than artist): N/A

Installation materials and techniques (Attach as-built drawings as appropriate):

Recommended Maintenance procedures. (Be as specific as possible about techniques and materials):

Cautions regarding maintenance, handling, etc:

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc., Artists

EXHIBIT "B"
COMPLETION SCHEDULE/PROJECT BILLING/PROJECT BUDGET

Completion Schedule and Project Billing

TASK	DESCRIPTION	PAYMENT	TIMELINE
1	Execution of Agreement and Notice to Proceed. Insurance documentation sent to City.	\$10,000	11-14-2023
2	Submit final design and budget breakdown for approval to city staff. Stamped engineered drawings submitted.	\$8,000	01-02-2024
3	Artist begins work upon issuance of city permit.	\$15,000	02-01-2024
4	Artist carving stone (half complete) confirmed with staff. (pictures or examination)	\$20,000	06-01-2024
5	Artist ships work from studio to site.	\$8,000	11-15-2024
6	Artist installs work at site.	\$7,000	12-12-2024
7	City inspection and approval-final signoff.	\$12,000	12-22-2024
TOTAL		\$80,000	

Agreement for Municipal Walking Trails, Phase 2 Public Art Project, Yoshikawa Stone Sculpture, Inc.,
 Artists

EXHIBIT "C"

AFFIDAVIT

THE STATE OF California §COUNTY OF Los Angeles §

D. YOSHIKAWA WRIGHT

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

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

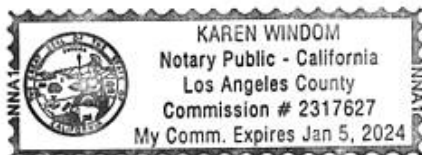
- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of \$2,500 or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved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

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

SIGNED this 7th day of OCTOBER, 2023, 2018.

D. Yoshikawa Wright
Signature of Official/Title

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

Sworn to and subscribed before me on this 7th day of OCTOBER, 2023, 2018.

[Signature]
Notary Public in and for
The State of California
My commission expires: 01/05/2024

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <u>D. YOSHIKAWA WRIGHT</u>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <u>CAROLE EHRLICH</u> <div style="text-align: center; font-size: small;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <u>D. Yoshikawa Wright</u> <u>9/05/23</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Signature of vendor doing business with the governmental entity Date </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Yoshikawa Stone Sculpture, Inc.

BUDGET

Trip to Wylie for City Council meeting	\$800.00
Business Insurance	\$960.00
Engineering for both sculptures.	\$1800.00
Purchase of Texas limestone.	\$6,200.00
Delivery of stone from Belen, NM.	\$1,800.00
Rental forklift to off-load stone.	\$2,400.00
Purchase of Granite	\$4,500.00
Delivery of stone from Fresno, CA.	\$1800.00
Rental forklift to off-load stone	\$2,400.00
Fabrication (studio rent, materials).	\$34,990.00
Crating	\$1,800.00
Delivery of both sculptures to Wylie, TX	\$3,000.00
Forklift to unload	\$900.00
Installation (extra personel)	\$400.00
Crane rental	\$3,200.00
Contractor to prepare site (Concrete work/compacting earth)	\$9,000.00
Trip to Wylie to inspect mound	\$800.00
Graffiti/pollution sealer	\$500.00
Electrician to install lights.	\$750.00
Fund for unexpected expenses	\$2,000.00



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 5, 2023

City of Wylie, Texas
300 COUNTRY CLUB RD
WYLIE TX 75098

Account Information:

Policy Holder Details :	D. YOSHIKAWA WRIGHT DBA YOSHIKAWA DBA DENICE WILLIAM WRIGHT
--------------------------------	--



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE 11/14/2023 Item 6.
10/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE LIBERTY CO INS BROKERS LLC/PHS 72255245 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED D. YOSHIKAWA WRIGHT DBA YOSHIKAWA DBA DENICE WILLIAM WRIGHT 6190 TEMPLE HILL DR LOS ANGELES CA 90068-2917	INSURER A : Sentinel Insurance Company Ltd.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	[REDACTED]	10/15/2022	10/15/2023	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE
							AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Wylie, Texas
300 COUNTRY CLUB RD
WYLIE TX 75098

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY THE LIBERTY CO INS BROKERS LLC/PHS		NAMED INSURED D. YOSHIKAWA WRIGHT DBA YOSHIKAWA DBA DENICE WILLIAM WRIGHT 6190 TEMPLE HILL DR LOS ANGELES CA 90068-2917
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.



Wylie City Council

AGENDA REPORT

Department: Public Art Account Code: _____
 Prepared By: C. Ehrlich

Subject

Consider, and act upon, a contract approving three Collin County Community College artists designs for signal boxes located at Brown Street and Country Club Road, Collin Way and Country Club Road, and Ballard Street and SH 78, not to exceed \$600, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie owns twenty-nine large signal boxes located near the City's intersections. The Public Arts Advisory Board wanted to encourage art students in their endeavors to become artists. The board suggested providing a competition with the students to create designs focused on Wylie and the State of Texas as the theme. Staff contacted the Collin County Community College Art Department and they were very excited to work with the City to create these designs.

In collaboration with the Art Department the art students created designs and submitted them to the Public Arts Advisory Board. A selection committee was appointed by the board and the final student artists and their designs are attached to this contract. The Public Arts Advisory Board is recommending this contract for the three student finalists.

Fabrication will be completed by the student class and their instructor. All materials will be provided by the College. Total funds for the projects will not exceed \$600 and will be deposited into the Collin County Community College Art Excellence Fund to be distributed as scholarships of \$200 for each student design.

The City Attorney has reviewed and approved the contract prior to presentation to the Council.

AGREEMENT

BETWEEN

THE CITY OF WYLIE, TEXAS

AND

**COLLIN COUNTY COMMUNITY COLLEGE
WYLIE CAMPUS ART DEPARTMENT**

FOR

**THE FABRICATION AND INSTALLATION OF THE PROPOSED
WYLIE SIGNAL BOX, PUBLIC ART PROJECTS
INTERSECTIONS OF BALLARD AND SH 78, COUNTRY CLUB ROAD AND BROWN
STREET, AND COLLIN WAY AND COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

Made as of the 14th day of November, 2023

Between City: City of Wylie, Texas
300 Country Club Road, Bldg. 100
Wylie, Texas 75098
Telephone 972-516-6000

and the Artist: Collin County Community College
Art Department-Maryum Sajjad,
Sarah Juarez, and Kaci French (design artists)
391 Country Club Road, Wylie, TX 75098

For the following Project: Fabrication of three (3) Signal Light Boxes located at
the intersections of Brown and Country Club Road,
Country Club Road and Collin Way, and Ballard and
SH 78, Wylie, Texas 75098

This Agreement ("Agreement") is made and entered by and between the **City of Wylie, Texas**, a home-rule municipality ("City"), and **Collin County Community College**, a public junior college, **and its students** (collectively, the "Collin College Artist"), to be effective from and after the date as provided herein. City and Artist are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage the services of Artist to paint, fabricate and install a painted mural ("Artwork") in connection with the Public Art Project on the intersections of Ballard and SH 78, Brown Street and Country Club Road, and Collin Way and Country Club Road, Wylie, Texas 75098, which shall be installed in the locations designated by City ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 ARTIST'S SERVICES

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

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

1.3 **Schedule of Work** – Artist agrees to commence work on November 27, 2023, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget, attached hereto as Exhibit “B” and incorporated herein by reference for all purposes. Notwithstanding anything herein to the contrary, fabrication of the Artwork shall be completed no later than December 1, 2023.

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

representative are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

ARTICLE 3 ARTIST’S COMPENSATION

3.1 **Compensation for Artist’s Services** – As described in Article 1, Artist’s Services of this Agreement, compensation for this Project shall be on a lump-sum basis, in an amount not to exceed Six Hundred Dollars and No/100 Dollars (\$600.00) (“Artists Fee”), which sum Collin County Community College agrees to use to award scholarships to art design students enrolled at Collin County Community College Art Excellence Fund. The Artist’s Fee is consideration for all Services to be rendered and materials to be provided in accordance with this Agreement. Artist’s Fee shall be paid in accordance with this Article 3 and the Completion Schedule/ Project Billing /Project Budget as set forth in Exhibit “B”. The Artist’s Fee shall not be paid to Collin County Community College Art Excellence Fund, until Artist(s) has completed, delivered and installed, as applicable, all of the Artwork, Services and tasks described in Exhibits “A” and “B” to City’s satisfaction.

ARTICLE 4 OWNERSHIP AND COPYRIGHT

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

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

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

ARTICLE 5 FABRICATION

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

5.2 **Changes** – Any significant changes to the Artwork by either Artist or as requested by City will be approved in writing by the other party. For purposes of this Agreement, a significant change will mean any change, including but not limited to, a change in the scope, design, color, size or material of the Artwork, which affects cost, installation, site preparation, maintenance and concept as represented in the design described in Exhibit “A”. If Artist wishes to make a significant change to the Artwork, he must request written approval from City of the change in writing at the address provided in Section 10. City will provide a written response within thirty (30) calendar days.

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

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

ARTICLE 6 FINAL APPROVAL OF ARTWORK

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

ARTICLE 7 INTEGRITY OF THE WORK

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

7.2 **Alteration of the Artwork or of the Site** – Artist acknowledges that the artwork, when installed, may be incorporated within and made a part of a facility in such a way that removing the artwork from the facility, or the destruction or modification of the facility may cause the destruction, distortion, mutilation or other modification of the Artwork.

7.3 **VARA Waiver** – To the extent this Article or any other provision of this Agreement is inconsistent with federal law or any applicable moral rights belonging to the Artist, including the Visual Artists' Rights Act of 1990, Artist acknowledges receiving notice of such provisions and waives any right to preservation of the artwork provided by those laws. Artist shall retain any right to disclaim authorship of the Artwork as set forth in the Visual Artists' Rights Act of 1990.

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

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 INDEMNITY

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

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ARTIST IN FULFILLING HIS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

ARTIST' S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARTIST'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARTIST SHALL RETAIN CITY- APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARTIST FAILS TO RETAIN COUNSEL WITHIN SUCH TIME. PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ARTIST SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

LIMITATIONS. COLLIN COLLEGE IS SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS ON ITS ABILITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, WHICH MAY INCLUDE THOSE TERMS AND CONDITIONS RELATING TO: LIENS ON COLLIN COLLEGE PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS ON LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF TIME IN WHICH TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; AND INDEMNITIES. TERMS AND CONDITIONS RELATING TO THESE LIMITATIONS WILL NOT BE BINDING ON COLLIN COLLEGE, EXCEPT TO THE EXTENT NOT PROHIBITED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS.

ARTICLE 10 NOTICES

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

If to City, addressed to it at:
Brent Parker, City Manager
Carole Ehrlich, Public Arts Coordinator
City of Wylie
300 Country Club Road, Bldg. 100
Wylie, Texas 75098

If to Artist, addressed at:
Erika McInay, Art and Music Coordinator
391 Country Club Road,
Wylie TX 75098

ARTICLE 11 MISCELLANEOUS

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

Exhibit “A”, Scope of Services.

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

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

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

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

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

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

11.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties

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

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

Breach of Contract Claims Against Collin College. The dispute resolution process provided in subchapter I, Chapter 271, Texas Local Government Code shall be used to attempt to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

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

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

11.11 Immunity – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

11.13 Miscellaneous Drafting Provisions – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

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

11.15 Reference to Artist – When referring to “Artist,” this Agreement shall refer to and be binding upon Artist, and his partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees,

trustees, legal representatives and/or any other third parties for whom Artist is legally responsible.

11.16 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

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

CITY:

City of Wylie, Texas
a home-rule municipality

ARTIST:

Collin County Community College

By: _____
Brent Parker, City Manager

By: _____
Name: _____
Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

Project Description

To fabricate and install the proposed designs located at (three 3) Signal Light Boxes located at the intersections of Brown and Country Club Road, Country Club Road and Collin Way, and Ballard and SH 78, Wylie, Texas 75098.

Public Art Projects, Artist shall perform the following tasks:

- A. The Artist shall fabricate and install the Artwork in substantial conformity with the approved designs. Any significant changes in the concept, as defined in Article 5.2, must be approved by the City. It is the responsibility of the Artist to coordinate with the City to ensure that the site is prepared to receive the Artwork. The Artist will be responsible for preparation of the site, including installation and fabrication.
- B. Upon completion of the permanent installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance, as provided in this Agreement. The Artist will complete the City's maintenance worksheet and submit it to the City within ten (10) days of City's final acceptance of the Artwork.

MAINTENANCE PROCEDURES

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

Artist: _____ Date: _____

Title of Work: _____

Media: _____

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

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.):

Fabricator name and address (if other than Artist):

Installation materials and techniques (Attach as-built drawings as appropriate):

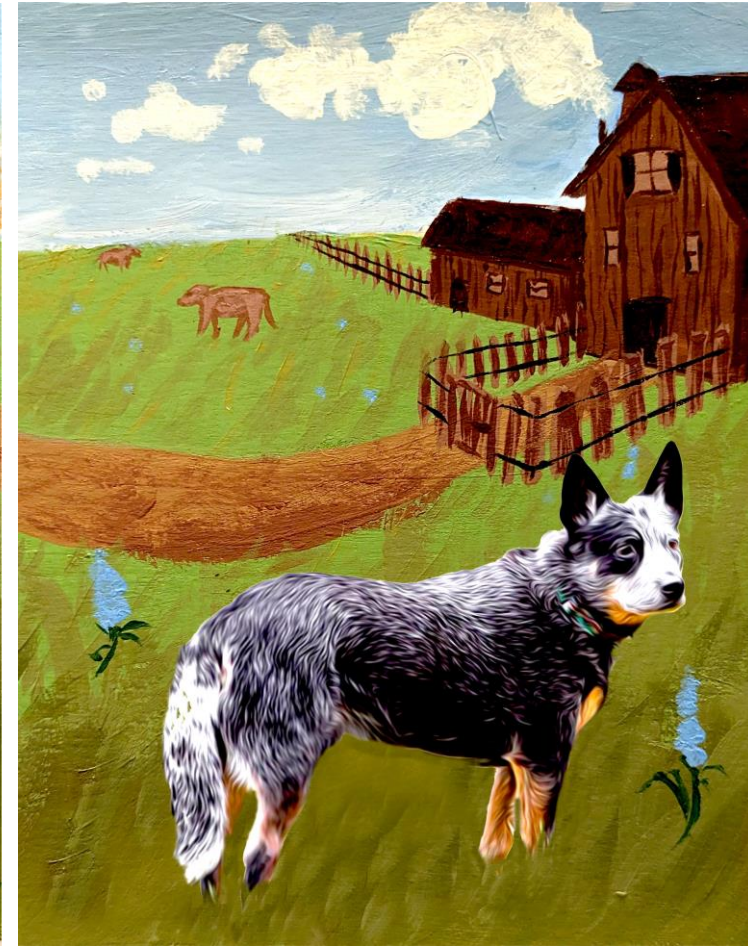
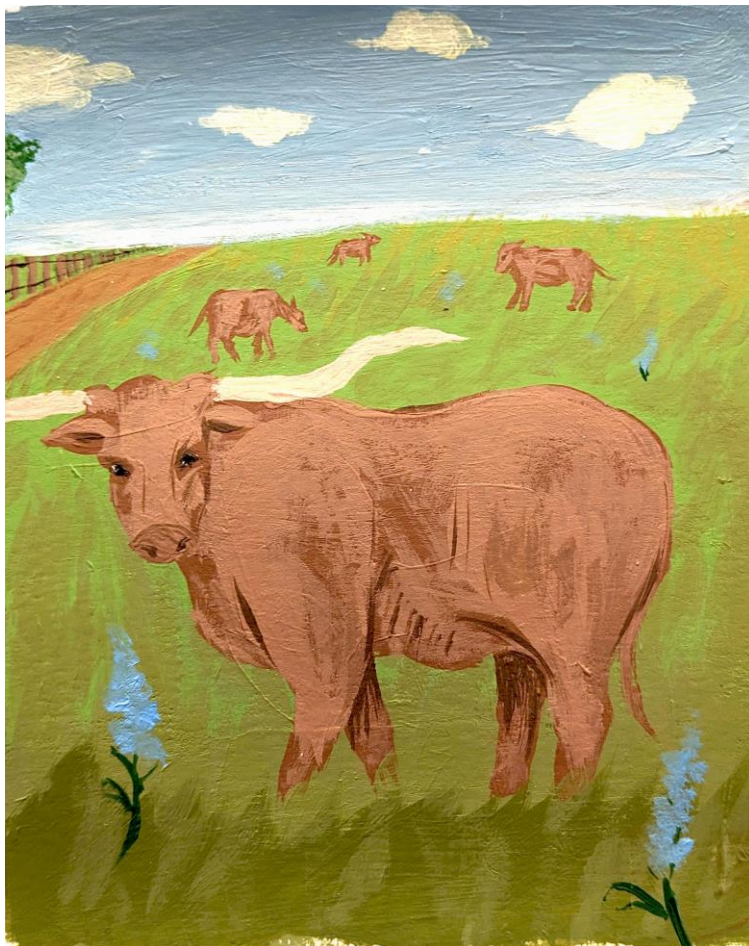
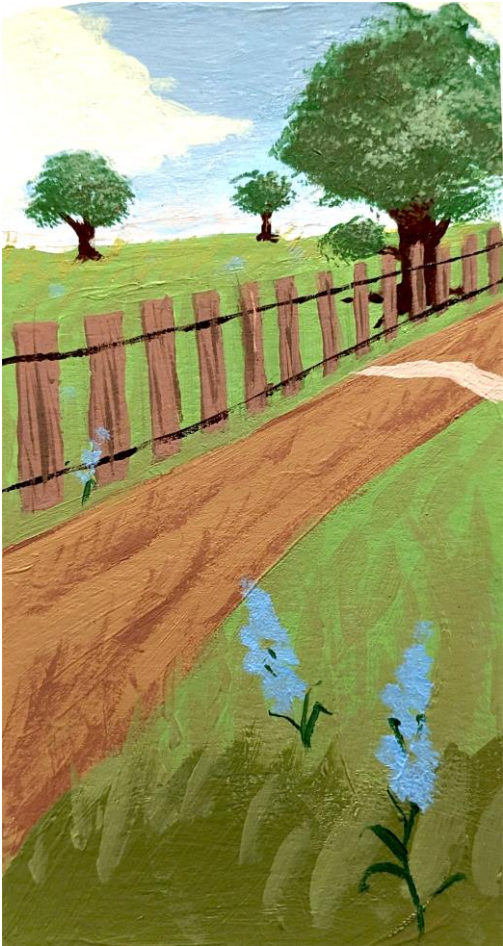
Recommended Maintenance procedures. (Be as specific as possible about techniques and materials):

Cautions regarding maintenance, handling, etc:

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

Completion Schedule and Project Billing

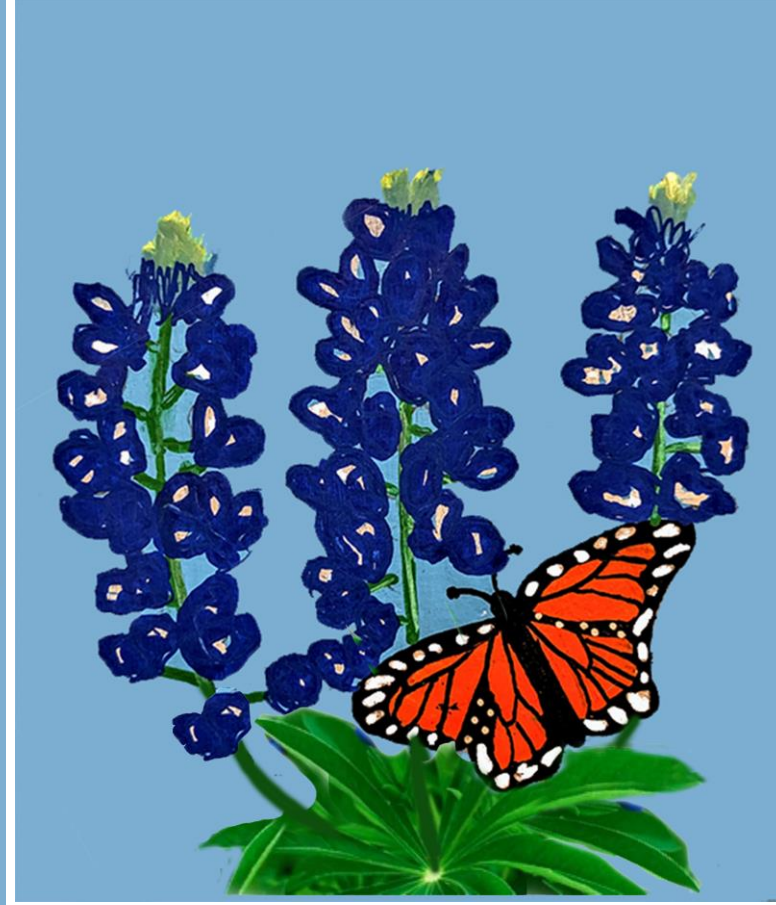
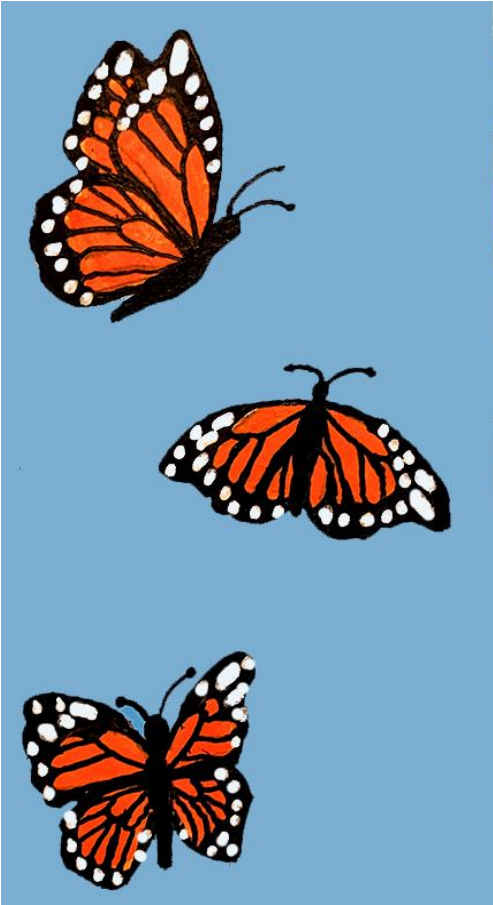
TASK	DESCRIPTION	PAYMENT	TIMELINE
1	Execution of Agreement.	\$0	11-14-2023
2	Artist begins work.	\$0	11-27-2023
3	Artist completes work at site.	\$0	12-1-2023
4	City inspection and approval-final signoff.	\$600	12-8-2023
TOTAL		\$600	



Maryum Sajjad

Location: Ballard and SH 78 Intersection

City Suggestions: adjusting the dog/clarifying



Kaci French

Location: Brown St and Country Club

City Suggestions: a little more in the design of the bluebonnets. (maybe stems/leaves?)



Sarah Juarez

Location: Collin Road/Country Club (entrance to college across from city hall)

City Suggestion: Use College Logo (Cougar)



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-29(R) casting a vote for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a one-year term beginning January 1, 2024.

Recommendation

Motion to approve Resolution No. 2023-29(R) casting vote(s) for _____ as a candidate to the Board of Directors of the Collin Central Appraisal District for a one-year term beginning January 1, 2024.

Discussion

The City of Wylie has 53 votes that they may cast for a candidate(s) to the Board of Directors of the Collin Central Appraisal District for a one-year term beginning January 1, 2024.

Nominated candidates that were submitted to the Collin Central Appraisal District by cities within the CCAD District include: Dan Bollner, David Gensler, Richard "Rick" Grady, Michelle Howarth, Ronald L. Kelley, Brian Mantzey, Clint Pruett, Scott Sperling, Charles Weis, Richard Williams, and Veronica Yost. The City of Wylie may cast all of its 53 votes for one candidate or distribute the votes among any number of candidates that were nominated.

Council is asked to adopt a resolution casting its votes for a candidate(s) for the Board of Directors of the Collin Central Appraisal District. The resolution and ballot must be submitted no later than December 15, 2023.

RESOLUTION NO. 2023-29(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN COUNTY, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(G) OF THE STATE PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, in accordance with Section 6.03(G) of the State Property Tax Code, the City of Wylie is required to cast votes for a candidate to Board of Directors of the Central Appraisal District; and

WHEREAS, the City of Wylie has 53 votes to cast and said votes must be cast no later December 15, 2023.

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

SECTION 1: The City Council of the City of Wylie, Texas does hereby cast and confirm its 53 votes as provided for on the attached ballot, to the Board of Directors of the Collin Central Appraisal District.

SECTION 2: The City Secretary is hereby directed to submit the official ballot, written Resolution, and notify all appropriate parties of this action.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 14th day of November, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Collin Central Appraisal District

October 18, 2023

Stephanie Storm, TRMC, City Secretary
Wylie City
300 Country Club Rd., Building 100, 1st Floor
Wylie, TX 75098

RE: Board of Directors election, one-year term, beginning January 1, 2024

Dear Ms. Storm:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2023, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Wylie City**

NUMBER OF VOTES: **53**

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, ONE-YEAR TERM
BEGINNING JANUARY 1, 2024.

NOMINEES	VOTES
<i>DAN BOLLNER</i>	
<i>DAVID GENSLER</i>	
<i>RICHARD "RICK" GRADY</i>	
<i>MICHELLE HOWARTH</i>	
<i>RONALD L. KELLEY</i>	
<i>BRIAN MANTZEY</i>	
<i>CLINT PRUETT</i>	
<i>SCOTT SPERLING</i>	
<i>CHARLES WEIS</i>	
<i>RICHARD WILLIAMS</i>	
<i>VERONICA YOST</i>	

October 18, 2023

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2023, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2024 - 2025 COLLIN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTOR'S NOMINATIONS

DAN BOLLNER	Nominated by the City of Frisco. Resides in Frisco, TX.
DAVID GENSLER	Nominated by the Town of Saint Paul. Resides in Saint Paul, TX
RICHARD "RICK" GRADY	Nominated by the City of Plano and Plano ISD. Resides in Plano, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
RONALD L. KELLEY	Nominated by Plano ISD. Resides in Plano, TX. Current Board member.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
CLINT PRUETT	Nominated by Collin County. Resides in McKinney, TX.
SCOTT SPERLING	Nominated by the City of Lucas. Resides in Fairview, TX.
CHARLES WEIS	Nominated by the City of Parker. Resides in Parker, TX.
RICHARD WILLIAMS	Nominated by the City of Parker. Resides in Parker, TX.
VERONICA YOST	Nominated by the City of Allen and Allen ISD. Resides in Allen, TX.



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-30(R) of the City of Wylie, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

Recommendation

Motion to approve Resolution No. 2023-30(R) of the City of Wylie, Dallas County, Texas, casting its vote for _____ as the fourth member of the Board of Directors of the Dallas Central Appraisal District.

Discussion

The City of Wylie has one vote that they may cast for a candidate to the Board of Directors of the Dallas Central Appraisal District.

Nominated candidates that were submitted to the Dallas Central Appraisal District by cities within the DCAD District include: Brett Franks, Carrie F. Gordon, Michael Hurtt, Mark Jones, Terry Lynne, and Steve Nichols. A copy of the candidate's bio and nominating jurisdictions for each candidate is attached for Council review.

Council is asked to adopt a resolution casting its votes for a candidate for the Board of Directors of the Dallas Central Appraisal District. The resolution and ballot must be submitted no later than December 15, 2023.

RESOLUTION NO. 2023-30(R)**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member of the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the school districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum; and

WHEREAS, the City of Wylie, Texas does hereby cast its vote by marking the ballot below (check one only):

- ☐ **Brett Franks (city of Sachse)**
- ☐ **Carrie F. Gordon (city of Balch Springs)**
- ☐ **Michael Hurtt (cities of Seagoville and Carrollton)**
- ☐ **Mark Jones (city of Desoto)**
- ☐ **Terry Lynne (city of Farmers Branch)**
- ☐ **Steve Nichols (city of Hutchins)**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wylie does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal.

DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 14th day of November 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Dallas Central Appraisal District

Date: October 26, 2023

To: Matthew Porter, Mayor, City of Wylie

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2023. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Candidate	Nominating City
Brett Franks:	City of Sachse
Carrie F. Gordon:	City of Balch Springs
Michael Hurtt:	City of Seagoville, City of Carrollton
Mark Jones:	City of Desoto
Terry Lynne:	City of Farmers Branch
Steve Nichols:	City of Hutchins

Resumes for each candidate that were received by DCAD are enclosed as well as the ballot (last page).

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 15, 2023. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore, it is imperative that your taxing unit cast its vote before the December 15, 2023 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/cdj

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

Cc: Brent Parker, City Manager
Stephanie Storm, City Secretary
Melissa Brown, Finance Director

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve on the Sachse City Council in Place One in June 2012. He is an Orthopedic PA with the Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission on which he held position prior to being elected to City Council. He is a former member of the Sachse Baseball Association and a former member of the Campus Improvement Team at Hudson Middle School. As a proud Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

Councilman Franks is interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County, the lack of transparency of the appraisal process, and the role of the Board and its staff need to be addressed. He believes there is an opportunity for DCAD to provide this information and give better explanation to citizens about how the appeal process works. These changes would improve how DCAD serves the citizens in the District.

CARRIE FORNEY GORDON, PHD, CMO



BIOGRAPHICAL SKETCH

The Honorable Carrie Forney Gordon, PhD served as Mayor of Balch Springs, TX from May 2009 – May 2015. In that same year, she also retired from the City of Dallas after 31 years of service as an Urban Planner. Just a year later (2016), she gravitated back to the local government realm as a Zoning Consultant, City Administrator (Wilmer, TX), and member of the Balch Springs Industrial and Economic Development Corporation Board of Directors (Type A). In May 2020, Dr. Gordon was appointed by the Balch Springs City Council to serve a 1-year Mayoral term. Unbeknownst to her, the term would be extended 2-years as an unopposed Mayoral candidate. The voters then extended the term through 2025. Mayor Gordon stands as the longest serving elected official in its 70-year history.

During Dr. Gordon's Mayoral tenure, she has and continues to serve as a "change agent"! Her legacy has left and continues to leave indelible marks in the city's history and region. Here are just a few "seeds" planted and harvested during her administration:

- Unprecedented feat - During the 83rd Texas Legislature, spearheaded efforts to successfully consolidate the Dallas County Water Control & Improvement District No. 6 with the City of Balch Springs. Her efforts led to the successful dissolution of one of the largest Municipal Utility Districts in Texas (Senate Bill 1635), to consolidate the delivery of city services and strengthen its economic positioning in Southeast Dallas County. *[Water Utilities]*
- Worked with Dallas Area Rapid Transit (DART), Star Transit, Dallas County, and the North Central Texas Council of Governments to successfully launch a 'non-DART' public transit partnering program, a framework that spans southeast and southwest Dallas County as partnerships continue to be brokered to meet transit needs. *[Transportation]*
- Secured an invitation from the Governor's Office for the Balch Springs Economic Development Corporation to become actively involved with the TexasOne™ Program, one of Texas' major sources of economic development marketing. *[Economic Development]*
- Worked arduously with Fmr. Congresswoman Eddie Bernice Johnson for the successful retention of the local post office as many were being closed throughout the region. *[Partnering]*
- Successfully established and launched social services programs and projects, through partnerships with Mesquite Social Services and the North Texas Food Bank, to address food disparity in Southeast Dallas County. *[Nutrition]*
- Credited with the successful completion of the Peach Tree Seniors multi-million housing development (recognized as a model tax credit project by the State of Texas). *[Senior Housing]*
- Nurtured relationships to locate the first-ever multi-million-dollar state-of-the art Dallas ISD elementary School in the city limits of Balch Springs. *[Education]*
- Played an instrumental role to locate a federally qualified community health center (Foremost Family Health Centers) in the city to address healthcare disparities in Southeast Dallas County. *[Health Care]*

Mayor Gordon possesses a Bachelor of Arts degree in Political Science (Bishop College); Master of Arts degree in Political Economy (University of Texas at Dallas); and a Doctor of Philosophy degree in Administration and Management (Columbia Pacific University). She is a professional singer/songwriter and manages her son Larry Gordon II (singer/songwriter - Curb|Word Entertainment). Her spouse is the late Grammy-Award nominee Dr. Larry "T-Byrd" Gordon (*Southern Meets Soul: An American Gospel Jubilee*). Presently Mayor Gordon serves on the Foremost Family Health Centers Board of Directors (Board Chair), Star Transit Board of Directors (Vice Chair), Texas Municipal League Region 13 (Vice President), Best Southwest Partnership Executive Committee (1st Vice President), and Metroplex Mayors Association (Past President).

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, worked and lectured for Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. He and his wife, have owned the funeral home in DeSoto since 1988. Marilyn passed away in August of 2020. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, councilman, mayor pro tem and mayor of DeSoto from 2001 to 2007 when DeSoto achieved the ALL America City designation. He was president and vice president of the DeSoto Economic Development Corporation. He served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District since 2008. Michael married Margarita Morales in 2022.

Mark Jones is a seasoned professional with a diverse skill set that makes him an invaluable asset to any Corporate or Community Board. With a deep well of knowledge in Housing and a profound understanding of the challenges faced by small businesses, his entrepreneurial background enriches his unique perspective. Mark's extensive involvement in the community is evident, having served as the Board Chair of the Frost Farms Neighborhood Association from 2019 to 2022. Currently, he holds the prestigious position of Chair on the Board of Directors for Bonton Farms and United MegaCare. His influence extends to the Desoto Economic Development Corporation and the Metroplex Economic Development Corporation (MEDC) Board. Notably, he chaired the Desoto ISD CITIZEN BOND Committee in 2005.

Driven by a passion for community development, Mark is an enthusiastic volunteer and a steadfast member of various community organizations and causes. His unwavering commitment to enhancing our community's quality of life is manifest in his ongoing advocacy efforts and dedicated contributions to relevant initiatives. Drawing from his extensive experiences, Mark possesses a profound understanding of the importance of effective community organization and strategic planning.

Capitalizing on his broad network and wealth of knowledge, Mark fervently champions policies and initiatives that elevate the entire community. His history of active involvement and fervent advocacy underscores his resolute dedication to advancing the welfare of the region. Transparency and accountability are foundational principles for Mark, and his instrumental role in championing initiatives to bolster public engagement in decision-making processes is noteworthy.

In addition to his community engagement, Mark Jones is the visionary Founder and President of Urban Promotions, a dynamic full-service marketing, and promotions firm. Established in 1992, Urban Promotions specializes in entertainment promotions and general marketing, forging strong partnerships with corporations, entertainers, and minority-owned businesses. Mark's entrepreneurial endeavors extend to Hormone Life Balance L.L.C., Well Aware Supplement and Tea Company, and Urway Home L.L.C., showcasing his dedication to the well-being of the community.

Mark's commitment to the vitality of our community is mirrored in his family life. Celebrating three decades of marriage, he shares a profound bond with his wife, Jill Waggoner-Jones. Together, they lovingly parented two daughters, Jillian Jones Mitchell, and Uriah Jones. Rooted in Desoto, Texas, the Jones family epitomizes their devotion to the community they call home.

TERRY LYNNE

13215 George Street
Dallas, Texas 75234
(214)244-1615
tlynne@tx.rr.com

Summary: Sales, management professional and business owner with extensive experience in advertising, marketing and promotions, radio advertising sales and management and industrial sales and marketing experience.

Experience:

2023-Present Mayor, City of Farmers Branch

- Chief elected official for the city.
- Responsible for presiding over all City Council meetings and attending city board and commission meetings
- Brand Ambassador for the city

2016-2022 City Councilman, City of Farmers Branch

- Elected City Council Representative for District 4 in Farmers Branch
- Served on numerous boards to represent Farmers Branch residents in Dallas County

2000-Present President and Owner, Time-Out Media and Time-Out Events

- Oversee sales and daily operations of full-service advertising and marketing agency
- Create and manage advertising strategy and marketing campaigns for clients
- Manage large-scale corporate event production and execution for clients

2009-2011 The Barber Shop Marketing & TBS Promotions, Dallas, Texas

- Independent Contractor, responsible for new business development, account management, servicing of clients for both media programs and promotional activation.
- Created and managed client promotions and event activation for Gexa Energy, Texas Lottery, Power Service Diesel Additives, Vestry Electric Scooters, UT Southwestern Medical Center and others.
- Sold event marketing and promotional activation services into regional and national advertising agencies.

2008-2009 Event Buy Power, Irving, Texas

- National Sales Manager responsible for developing clients for start-up Electronic Data Capture company.
- Sold services into major clients such as Chrysler, Yamaha Motor Corporation, Kia Motors America and Lexus.
- Recruited for position by company president Dave Siebert, former radio GM.

2006-2008 Service Broadcasting, Dallas, Texas

- Regional Sales Manager, Southeast United States, responsible for station sales and marketing efforts from Washington, D.C. to Florida for KKDA AM & FM, KRNB FM.
- Served as trouble-shooter calling directly on agencies that were not buying our urban format stations.
- Responsible for developing over \$600,000 in new business in first year with stations.

1999-2006 KLUV Radio, Infinity Radio/Viacom, Dallas, Texas

- Local Sales Manager from 1999 to 2001 responsible for hiring and training local sales staff

- *Regional Sales Manager* from 2001 to 2003, responsible for managing staff of 14 salespeople who have clients (agencies & direct) outside of the local market.
 - Responsible for making market trips to key account cities in Texas for each of the local salespeople.
 - *Account Executive* from 2003 to 2006 responsible for developing and growing local account base.
 - Generated over \$590,000 in direct new business in 2006.
- 1997-1999 **KSCS Radio, ABC Radio/Disney, Dallas, Texas**
- *Regional Sales Manager* responsible for increasing billings from major agencies and developing client contacts in Houston, Austin and San Antonio.
 - Increased billing 252% over prior year through strategic planning and developing relationships with key client and agency decision makers.
 - Created sales research materials and assisted sales staff in developing written sales packages.
- 1997 **KDGE Radio, Chancellor Media Corporation, Dallas, Texas**
- *Local Sales Manager* responsible for recruiting and hiring sales staff and developing business for station.
 - Achieved local sales budget goals for station September and October, first time ever for station (Assumed position June 1)
 - Station changed ownership three times in a six month period
 - Responsible for budgeting and department profitability
- 1992-1997 **KZPS Radio, Bonneville International Corporation, Dallas, Texas**
- *Senior account executive* responsible for increasing billings and maintaining relationships with local agencies and direct clients.
 - Developed business plans to secure annual agreements from key accounts.
 - Top salesman in the development of new, local advertiser billings, 1995 and 1996.
 - Increased local account list billing average of 18% each year in spite of station ratings decrease (from \$580,000 to \$1,100,000).
 - Developed value added merchandising programs for clients as part of sales.
 - Directed on-premise promotional opportunities for clients.
 - Selected by corporate headquarters to evaluate software and feasibility of implementing use of laptop computers for sales.
 - In addition to sales responsibilities, trained sales staff on use of laptop computers and company software.
- 1991-1992 **KDGE Radio, Allison Broadcast Group, Dallas, Texas**
- *Account executive*.
 - Developed senior list of station accounts, working with local direct accounts and advertising agencies.
 - Maintained highest monthly sales and new business quota for station through creation of innovative promotional opportunities for advertisers.
 - Developed new business and increased account list local billing to represent 30% of stations monthly budget.
 - Responsible for the coordination of merchandising and on-premise promotions for major beer and nightclub clients.
 - Created in-store promotional opportunities with record labels for Blockbuster Music to secure incremental budgets and make client largest non-beer advertiser on station. Represented approximately 50% increase in revenue to station.
- 1989-1992 **KEGL Radio, Sandusky Radio Group, Dallas, Texas**
- *Account executive* responsible for new business development.
 - Built local advertiser account list working with direct clients and advertising agencies

through station marketing and promotional opportunities.

- **Increased billing 25%** of stations **largest client**, Budweiser, through innovative on-premise merchandising efforts during 1991 despite local budget cutbacks by Anheuser Busch.

1989 KOAI Radio, Gannett Broadcasting, Dallas, Texas

- **Entry-level account executive** responsible solely for cold calling and new business development

1980-1989 Spectape of Texas, Concote Corporation, Dallas, Texas

- **Marketing Director**
- Created direct marketing and advertising programs for specialty converter of foam and adhesive tape products. (Ten million annual sales)
- Designed sales literature to present new corporate image (1988).
- Supervised the development of new products per client needs and specifications.
- Coordinated marketing and sales support for national distributor network.
- Developed and supervised the implementation of an inventory control system for manufactured goods company.
- Worked with key defense contractor accounts to develop new applications and products.

Education:

- University of Oklahoma
- B.B.A., Business Management, 1980

Recognition:

- 1994 AWRT Award of Excellence, Dallas Radio Local Salesperson
- 1993 Bonneville Meritorious Sales Award

Training Courses:

- Jerry Tabio, Creative Resources Training
- Radio Advertising Bureau, Certified Radio Marketing Consultant
- Keith Vendor Concepts (vendor training program)
- Rick Alan & Associates, Real-World Selling Seminar
- Memory Training Institute

Other Experience:

- Chairman, Building & Standards Commission, City of Farmers Branch
- Member, Farmers Branch Planning & Zoning Board
- President, Valley View Park Estates HOA 2004-2007
- Licensed Private Pilot
- Graduate, FBI Citizens Academy Alumni Association
- Graduate, Dallas County Citizens Prosecutors Academy
- Graduate, Texas Department of Public Safety Citizens Academy
- Graduate, Farmers Branch Citizens Police and Fire Academies
- United States Secret Service Citizens Academy (current)

Stephen Nichols

219 S. Austin St

Hutchins, TX 75141

Life long resident of Dallas County

Graduate of Bryan Adams High School class of 1980

Licensed Master Plumber

Hutchins City council member from 2104 to present

Mayor Pro Tem 2022 to present

Vice President of the Hutchins Economic Development Committee

President of the Hutchins Tax Increment Finance Committee

Deacon First Baptist Church Hutchins, TX.



Wylie City Council

AGENDA REPORT

Department: Planning

Account Code: _____

Prepared By: Jasen Haskins, AICP

Subject

Discuss the potential development of 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.

Recommendation

Discussion.

Discussion

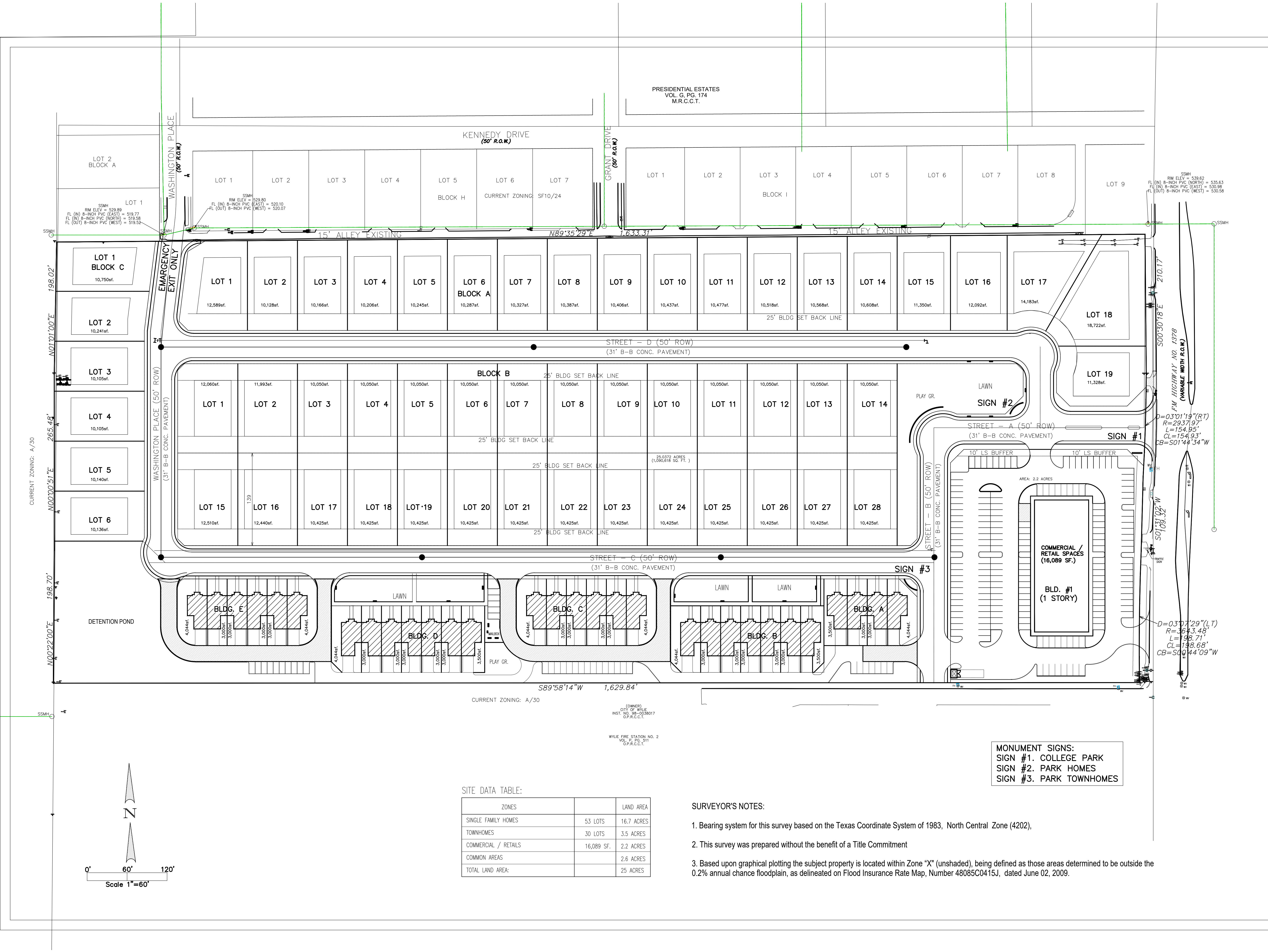
Property owners and developers are seeking input from the City Council for a potential development on approximately 24 acres on the west side of Country Club Road just north of Fire Station #2.

A recent proposal included a mix of single-family detached homes, townhomes, and commercial frontage.

That proposal has been reworked and the applicant is asking for feedback on whether the commercial is needed. The property owner is also seeking direction on a preference between full size lots that include single-family and townhomes, or slightly smaller lots (than the required 10,000 sq. ft. minimum) dedicated to only single-family homes.

The reason for this request of direction is that some density is needed in order to pay for increased development costs.

The property is located within the Local Commercial and Low-Density Residential sectors of the Future Land Use Plan. South of the property is Fire Station #2 and the Collin Community College, to the north is the Presidential Estates single-family subdivision. The property to the east is Agricultural and the property to the west contains the Wylie Bus Barn and retail with self-storage uses.



SITE DATA TABLE:

ZONES		LAND AREA
SINGLE FAMILY HOMES	53 LOTS	16.7 ACRES
TOWNHOMES	30 LOTS	3.5 ACRES
COMMERCIAL / RETAILS	16,089 SF.	2.2 ACRES
COMMON AREAS		2.6 ACRES
TOTAL LAND AREA:		25 ACRES

SURVEYOR'S NOTES:

1. Bearing system for this survey based on the Texas Coordinate System of 1983, North Central Zone (4202),
2. This survey was prepared without the benefit of a Title Commitment
3. Based upon graphical plotting the subject property is located within Zone "X" (unshaded), being defined as those areas determined to be outside the 0.2% annual chance floodplain, as delineated on Flood Insurance Rate Map, Number 48085C0415J, dated June 02, 2009.

MONUMENT SIGNS:
SIGN #1. COLLEGE PARK
SIGN #2. PARK HOMES
SIGN #3. PARK TOWNHOMES

COLLEGE PARK
GEORGE V. GUNNELL SURVEY ABSTRACT NO. 351
CITY OF WYLIE, COLLIN COUNTY, TEXAS
AREA: 250.4 ACRES

DEVELOPER: SCOTT RESIDENTIAL, LLC
CONTACT: DR. ABUL LATEEF KHAN
5411 KINGSTON DRIVE
RICHARDSON, TEXAS 75082
PH: (469) 870 6020

ND & Associates, LLC
2105 Canyon Creek Drive
Garland, Texas 75042
PH: (214) 533 7181
EMAIL: naim1207@yahoo.com
FIRM # F - 13340

No.	DATE	REVISION
4		
3		
2		
1		

11-06-2023
Md. Naim Uddin Khan
ENGINEER NO. 87776, THESE PLANS WERE
PREPARED UNDER THE RESPONSIBLE SUPERVISION
OF THE ENGINEER, NAIM UDDIN KHAN, REGISTERED
PROFESSIONAL ENGINEER, STATE OF TEXAS
AUTHORISED BY: MD. NAIM UDDIN KHAN, P.E.
#87776

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
NO. 87776
MD. NAIM UDDIN KHAN

CONCEPT PLAN

DATE: 11/06/23
DRAWN: ND
PROJECT # 765-WYL-23
SHEET NO: C-1

SCALE: 1"=60'
CHECKED BY: NK