

Wylie City Council Regular Meeting

May 10, 2022 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

New Hope Christian Church Pastor.

PRESENTATIONS & RECOGNITIONS

PR1. Blue Star Banner Presentation.

PR2. Proclamation recognizing May 15-21, 2022 as National Police Week.

PR3. Proclamation recognizing the week of May 9 - 13, 2022 as Economic Development Week.

ISSUANCE OF CERTIFICATE OF ELECTIONS & ADMINISTRATION OF OATH OF OFFICE

Councilmembers-elect David R. Duke, Place 1, and Jeffrey Forrester, Place 3.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of April 26, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Final Plat, being an Amended Plat, for Woodlake Village Addition, establishing one commercial lot on 17.691 acres generally located at 2050 N State Highway 78.
- C. Consider, and act upon, a Final Plat for Wyndham Ridge, establishing 119 residential lots and three open space lots on 23.527 acres in the City of Wylie Extra Territorial Jurisdiction, generally located on Sachse Road approximately 900' southwest of Pleasant Valley Road.
- D. Consider, and act upon, a Final Plat being a Replat for Sanden Addition, establishing three light industrial lots on 90.309 acres. Property located at 601 Sanden Boulevard.

- E. Consider, and act upon, approval of substantial renovations in accordance with Ordinance No. 2013-17 for the remodel of an existing residential structure, located at 307 N. Jackson St. within the Downtown Historic District.
- F. Consider, and act upon, Ordinance No. 2022-37 regarding a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive- thru on 1.02 acres, property located at 2020 N State Highway 78 (ZC 2022-07).
- G. Consider, and act upon, Ordinance No. 2022-38 regarding a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) to allow for a commercial and light industrial development on 7.789 acres generally located on SH 78 1000' east of Eubanks Lane (ZC 2022-08).
- H. Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G22P0061 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2022 through September 10, 2022 for a sum not to exceed \$52,228.75.
- I. Consider, and act upon, Resolution No. 2022-15(R), repealing Resolution 2015-11(R), adopting Rules of Procedure for the Board of Review, adopted by Ordinance No. 2022-01.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES1. City Manager

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

REGULAR AGENDA

- 1. Consider, and act upon, the employment agreement between the City of Wylie, Texas and Brent Parker, and authorize the Mayor to execute the agreement.
- 2. Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2022 and ending May 2023.
- 3. Hold a Public Hearing, consider, and act upon, a change in zoning from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Ln. (ZC 2022-09).
- 4. Consider, and act upon, the award of bid #W2022-41-B Standby Generators for East Brown Street, Newport Harbor and Nortex Pump Stations in the amount of \$1,382,469.00 to McDonald Municipal & Industrial, a division of C.F. McDonald Electric Inc., and authorizing the Interim City Manager to execute any and all necessary documents.
- 5. Consider, and act upon, Ordinance No. 2022-39 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

- [6.](#) Consider, and act upon, the appointment of a 2022 Board and Commissions City Council Interview Panel to conduct the May 2022 board applicant interviews.
- [7.](#) Consider, and act upon, casting a recommendation for a candidate for the Executive Board of the North Central Texas Council of Governments (NCTCOG).
- [8.](#) Consider, and act upon, authorizing the Mayor to request an extension with DART for the Collin County Rides Program.

WORK SESSION

[WS1.](#) Provide an overview of the concept creation and implementation of Tax Increment Reinvestment Zones.

[WS2.](#) Discuss and receive direction on the future operations of the Wylie Recreation Center.

[WS3.](#) Discuss City of Wylie trash services.

[WS4.](#) Human Resources Department Presentation.

[WS5.](#) Presentation providing an overview of the Smith Public Library Department.

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.

ES2. Discuss possible lease of City facilities to the Wylie Historical Society.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on May 6, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of April 26, 2022 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Financial Summary/Strategic Goals

Community Focused Government

Wylie City Council Regular Meeting Minutes

April 26, 2022 – 6:00 PM

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



CALL TO ORDER

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

Staff present included: Interim City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Finance Director Melissa Beard; Fire Battalion Chief Casey Nash; Public Information Officer Craig Kelly; Planning Manager Jasen Haskins; Library Director Ofilia Barrera; Public Works Director Tommy Weir; Human Resource Director Lety Yanez; Recreation Division Manager Carmen Powlen; City Engineer Tim Porter; WEDC Executive Director Jason Greiner; City Attorney Richard Abernathy; City Secretary Stephanie Storm; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Junior Mayor Alvin Velasquez.

Mayor Porter introduced Junior Mayor Alvin Velasquez, administered the oath of office, and presented a proclamation for “Mayor of the Day.”

PR2. Proclamation for Small Business Week.

Mayor Porter presented a proclamation proclaiming May 1-7, 2022 as National Small Business Week in Wylie, Texas. Members of the Wylie Chamber of Commerce, WEDC staff and board members, Downtown Merchants Association, and small business owners were present to accept the Proclamation.

COMMENTS ON NON-AGENDA ITEMS

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There were no citizens present wishing to address the Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of April 12, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Preliminary Plat of Birmingham and 78 Addition, establishing Lot 1, Block 1 on 1.038 acres, generally located on the northwest corner of State Highway 78 and Birmingham Street.
- C. Consider, and act upon, Ordinance No. 2022-32 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 1.35 acres, property located at 3201 FM 544 (ZC 2022-03).
- D. Consider, and act upon, Ordinance No. 2022-33 for a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) on 21.85 acres generally located on the southwest corner of State Highway 78 and Wylie East Drive (ZC 2022-05).
- E. Consider, and act upon, Ordinance No. 2022-34 amending regulations to Zoning Ordinance No. 2015-09, Article 6, Section 6.3 Downtown Historic District.
- F. Consider, and act upon, the Park Event Application for an Art Market Event at Olde City Park on July 16, 2022.
- G. Consider, and act upon, the Park Event Application Do it for Declan 5K fundraiser event at Founders Park on December 10, 2022.
- H. Consider, and act upon, Ordinance No. 2022-35 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 82 (Peddlers and Solicitors).
- I. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2022.
- J. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2022.
- K. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2022.
- L. Consider, and act upon, rescinding the award of the purchase of Chevrolet Tahoe PPV vehicles for the Police Department in the estimated amount of \$207,000.00 through a BuyBoard cooperative purchasing, and authorizing the Interim City Manager to execute any necessary documents.
- M. Consider, and act upon, the approval of the purchase of Chevrolet vehicles for the Police Department in the estimated amount of \$208,000 from Reliable Chevrolet through a Sheriff's Association of Texas cooperative purchasing, and authorizing the Interim City Manager to execute any necessary documents.
- N. Consider, and act upon, the approval of the purchase of Chevrolet vehicles for the Police Department in the estimated amount of \$214,403 from Reliable Chevrolet through a Sheriff's Association of Texas cooperative purchasing, and authorizing the Interim City Manager to execute any necessary documents.

Mayor Porter stated one comment form was received for Item G so that item will be considered individually.

Council Action

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

EXECUTIVE SESSION

Mayor Porter reconvened the Council into Executive Session at 6:20 p.m.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

ES1. Discuss the performance of the Interim City Manager.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 8:00 p.m.

REGULAR AGENDA

G. Consider, and act upon, the Park Event Application Do it for Declan 5K fundraiser event at Founders Park on December 10, 2022.

Council Comments

Mayor Porter called Katharine Sink up to the podium as she had completed a public comment form. Ms. Sink did leave while Council was in executive session.

Council Action

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

1. Tabled from 03-08-2022

Remove from table and consider

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to remove Item 1 from the table and consider. A vote was taken and motion passed 7-0.

Hold a Public Hearing, consider, and act upon, a change in zoning from Agricultural District (AG/30) to Planned Development - Single Family (PD-SF) to allow for single family residential development on 47.2995 acres generally located on Country Club Road approximately 2000' south of Parker Road (ZC 2022-02).

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting a change in zoning from AG/30 to PD/SF to allow for 113 single-family homes, a 16-acre City park, and 2.5 acres of commercial frontage on a total of 47.3 acres generally located on Country Club just north of Smith Elementary.

Applicant Comments

John Arnold, representing Skorburg Company, gave a presentation on the subject property location, Work Session recap, future land use, original Proposed Zoning Plan, City Council's and P&Z Commission's concerns, new proposed Zoning Plan, park dedication, and a representative product.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 8:15 p.m. asking anyone present wishing to address Council to come forward.

Aleksandra Rolfson, representing Riverchase HOA, spoke in opposition to the proposed project citing concerns with traffic, Smith Elementary population, sewer, drainage, park dedication, overall development, and fencing.

Todd Pickens spoke in opposition to the proposed project citing concerns with the lack of open space left in the City, being a high-density project, and not compliant with the proposed long-range plan.

Michael Kavanaugh spoke about concerns regarding the water runoff from the proposed development, did they receive input from the high school in response to this development, should be open space for kids, and traffic concerns.

Mayor Porter closed the public hearing at 8:25 p.m.

Council Comments

Mayor *pro tem* Forrester requested the Comprehensive Plan Advisory Committee's (CPAC's) thoughts on this property. Haskins replied that on the draft version of the future land use map this property has been shown as open space with commercial on the frontage. Forrester asked if Parks Board is aware of the plan for this property. Haskins replied a Parks Board member serves on CPAC and from his recollection is on-board with CPAC's recommendation for the future land use map. Councilman Williams asked what the proposed deviations are for single-family from our zoning ordinance. Haskins replied the deviations are smaller lots, setbacks, and home sizes. Porter asked what the normal lot coverage is. Haskins replied normal is 40-45 and the proposed is 75. Councilman Strang stated there are variances stacking upon each other, and it appears that a lot is being crammed in a small space and asked what does this do to the look and feel of the area. Strang asked how the drainage would be handled during construction and after. Haskins replied that there is a requirement for onsite detention after construction is completed but cannot speak to the detailed timelines during construction. Strang stated he shares the concern with drainage issues and feels there needs to be a better plan to make neighbors more comfortable during and after construction. Arnold replied the pond cannot be kept and will have to be drained, they will work together with TCEQ, will put an erosion control plan together for TCEQ's review, and for the lots in the floodplain a flood study will be performed before development, and during construction, they typically build the sediment pond first. Arnold added they have done a lot of homework on this property and have gone through Council, Parks Board twice, and Planning and Zoning Commission twice, and added he and the property owner were unaware of the future land use map. Arnold stated Parks Board has approved the plan thus far and he feels this fits the direction of this property based on feedback they have been given. Arnold said they can bring up some of the house minimums; however, feels the zoning is comparable and compatible with the surrounding projects. Arnold said they are under the need for a traffic impact analysis but will work with engineering staff, they have had multiple meetings with the ISD regarding school capacity, there is the capacity to accommodate the sewer, and requested if there is a concern with this plan he requested Council table or deny without prejudice. Councilman Mize stated he appreciated the information from the applicant and appreciated the residents that spoke on this item, and added this piece of property has been proposed for multiple different types of projects and there have been attempts at compromise and believes this is a proposal that is complementary to the surrounding neighborhoods. Mize added residents have identified the need for parks and recreation and this proposal does create a public park for the City that does not currently exist and added there is a need for housing in the City and commercial activity to have a source of revenue for the City. Mize stated he understands the concerns of the property owners, thought this is a well throughout proposal, and appreciates the changes that have been made. Mize stated he appreciates the work of CPAC, takes the future land use map seriously, and feels that it is to help guide the Council for future development. Forrester stated CPAC has been tasked with helping give Council direction on the remaining pieces of land left in the City, Council has

approved multiple subdivisions that have not started construction, this is one of the only large contiguous green spaces left in Wylie, although there has been an extraordinary effort put into this plan, he is not certain this is the correct way to go with this piece of property as this property has been slated with commercial and green space. Arnold stated regarding the CPAC plan, they have met with staff and Parks Board multiple times and neither has discussed with them a separate plan to review, it was a unanimous vote by the Parks Board, and asked if the Parks Board member serving on CPAC voted for the land use designation. Haskins replied there has not been an adoption vote yet but during the presentation, there were no dissenting remarks made about the land use. Haskins added there was an email between himself and the property owner regarding the land use. John Monroe, the property owner, addressed Council stating his dad bought that property, has taken care of the property, stated he did not hear about CPAC until it was over with, the park is going to be a big asset to Wylie, and Wylie needs more fields but not sure this property could be used for park field use because of the unevenness. Strang stated this is tough because it is impossible to please everyone, but does like the idea of commercial on the front and open space in the back.

Council Action

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to deny Item 2 as presented. A vote was taken and the motion passed 5-1-1 with Councilman Williams abstaining (with no conflict of interest on file and per the City Charter an abstaining vote is a yes vote) and Councilman Mize voting against.

2. **Hold a Public Hearing, consider, and act upon, a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 1.02 acres, property located at 2020 N. State Highway 78 (ZC 2022-07).**

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting a Special Use Permit (SUP) on 1.02 acres located at 2020 N. State Highway 78 for a restaurant with drive-through service. The proposal includes a new 2,490 square foot structure for a Hwy 55 Burgers, Shakes, and Fries. The site is not requesting any variances from City requirements, just the SUP is required by the Zoning Ordinance. The applicant has requested the SUP approval act as the Site Plan approval for the development. As proposed, the site plan, landscape plan, or elevations meet all the requirements of the Zoning Ordinance. There are three drive-thru restaurants within a half mile that have approved site plans (Panda Express, Taco Casa, and Fuel City), but none have begun construction. Seven notifications were mailed; with no responses returned in favor or in opposition of the request and the Planning and Zoning Commission voted 6-0 to recommend approval.

Council Comments

Councilman Williams asked if it changes ownership or they differ from what is proposed to be built, would they have to come back to Council. Haskins replied if the proposal changes up until the restaurant opens, yes the item would have to come back before Council.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 8:58 p.m. asking anyone present wishing to address Council to come forward.

There were no persons present to address Council.

Mayor Porter closed the public hearing at 8:58 p.m.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Strang, to approve Item 2 as presented. A vote was taken and the motion passed 7-0.

3. **Hold a Public Hearing, consider, and act upon, a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) to allow for a Commercial and light**

industrial development on 7.789 acres generally located on SH 78 1000' east of Eubanks Lane (ZC 2022-08).

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting to rezone 7.789 acres located on the northside of State Highway 78 between Eubanks Lane and Spring Creek Parkway. The property is currently zoned Commercial Corridor. The applicant is requesting a Planned Development to allow for a combination of Light Industrial and Commercial uses. The proposal includes three commercial pads totaling 2.723 acres with a proposed 13,466 square feet of commercial and retail space. The commercial lots will be developed within current zoning ordinance design standards with the exception of parking which is set at 1:200 across the commercial properties with shared parking among all lots, including the industrial. Haskins stated the applicant is requesting the drive-thrus as part of the PD be allowed by right. The industrial lot includes a 72,645 square-foot structure on 5.066 acres on the north side of the property behind the commercial frontage and a landscape buffer. The modified design standards include 10% landscaping throughout the site and tilt-wall construction as normally allowed in LI districts. The properties adjacent to the subject property are zoned commercial to the south, west, and east and light industrial to the north. Notices were sent to eight property owners within 200 feet as required by state law. At the time of posting no responses were received in favor or opposed to the request. The Commission voiced concerns regarding automotive repair uses and overnight parking. The applicant agreed to amend the PD Conditions to remove those uses and prohibit overnight commercial truck parking. The Commission voted 6-0 to recommend approval with those amendments.

Applicant Comments

Sahil Kurji, representing Slate Land & Development Company, addressed Council giving a presentation on the management team, current and upcoming developments, site, and renderings.

Council Comments

Mayor *pro tem* Forrester asked if the elevations are what the building will look like. Kurji replied they are proposed elevations and they will come back with the final elevations, and added the industrial will look similar to the renderings and they try to bring character to the buildings. Councilman Strang asked about potential drive-thru users. Kurji replied a lot of users are changing how their operations work and the demand in the market will dictate what occupies the space. Councilman Williams confirmed regarding the SUP allowed by right, if the PD is approved as presented, the drive-thru will not come back through Council until the site plan comes for approval. Haskins replied that is correct; however, the site plan goes to the Planning and Zoning Commission for approval but not Council. Williams asked if there was a way to approve the presented plan this evening without the SUP being approved by right. Haskins said it could be removed.

Public Hearing

Mayor Porter opened the public hearing on Item 3 at 9:13 p.m. asking anyone present wishing to address Council to come forward.

There were no persons present to address Council.

Mayor Porter closed the public hearing at 9:13 p.m.

Council Comments

Strang asked if Council wants to approve without the by-right uses for drive-thru restaurants, how would the motion need to read. Kurji added the amount of daytime population coming, they felt that this was the perfect spot for drive-thrus, and humbly request that the drive-thrus remain in place with the PD to complete the project quicker. Porter added with it being a mid-block location, there will be different individuals looking at this property, and if someone is looking, they may pass if it has to go back through the Planning and Zoning Commission and Council for review.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 3 as presented. A vote was taken and the motion passed 7-0.

Mayor Porter recessed the Council into a break at 9:17 p.m.
 Mayor Porter reconvened the Council into Regular Session at 9:28 p.m.

4. **Consider, and act upon, Ordinance No. 2022-36 approving the terms and conditions of a Boundary Adjustment Agreement between the City of Wylie and the City of Lavon; authorizing the Mayor to execute the Boundary Adjustment Agreement on behalf of the City of Wylie; clarifying that the property as described in the Boundary Adjustment Agreement released from Wylie's extraterritorial jurisdiction and incorporated into Lavon's extraterritorial jurisdiction; providing a repealing/savings clause, severability clause, and an effective date.**

Staff Comments

Planning Manager Haskins addressed Council stating the City of Lavon and representatives of property known as Boyd Farm have requested that the City of Wylie release Boyd Farm from the City of Wylie's Extraterritorial Jurisdiction (ETJ). The property is a single 40-acre lot located on State Highway 205 approximately a half mile south of State Highway 78 as depicted in the Boundary Exhibit. If approved for release from Wylie's ETJ, the City of Lavon intends to annex the property into its City limits at the request of the property owner. For municipalities to exchange or amend ETJ boundaries, the Texas Local Government Code (LGC) requires both cities to sign a Boundary Agreement, with the agreement being approved by Ordinance by the releasing City. This item includes both the Boundary Agreement and the Ordinance authorizing the Mayor to execute the agreement. City staff has reviewed the Agreement and the ETJ release and recommends approval. Annexation of this area by the City of Wylie would be challenging. The property under consideration is not in Wylie's service area for water or sewer and is over one and a half miles from Wylie City limits, making utility and solid waste service cumbersome and cost prohibitive.

Council Comments

Mayor Porter confirmed the City does not currently collect sales tax or other revenues for this property. Haskins confirmed that was correct.

Council Action

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

5. **Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2022 to May 31, 2024.**

Council Comments

Mayor Porter addressed Council stating Mr. Marvin Fuller is currently serving on the NTMWD Board, has served as the president of the board in the past, and is currently serving as the chair of several committees. Porter stated Fuller is willing to continue serving on the Board.

Council Action

A motion was made by Mayor Porter, seconded by Mayor *pro tem* Forrester, to appoint Marvin Fuller to the North Texas Municipal Water District (NTMWD) Board of Directors for a term to begin June 1, 2022 and end May 31, 2024. A vote was taken and motion passed 7-0.

6. **Consider, and act upon, Resolution No. 2022-13(R) casting a nomination for a candidate for the Board of Directors of the Collin Central Appraisal District.**

Council Comments

Mayor Porter stated a vacancy has occurred on the Collin Central Appraisal District Board of Directors. City Secretary Storm added there is not a list of candidates for this portion of the Board of Directors election; therefore, Council can nominate who they think would be best. Mayor Porter put forth Zewge Kagnew as a nomination as he is the last nomination Council put forth for a previous vacancy.

Council Action

A motion was made by Mayor Porter, seconded by Mayor *pro tem* Forrester, to approve Resolution No. 2022-13(R) casting a nomination for Zewge Kagnev as a candidate for the Board of Directors of the Collin Central Appraisal District. A vote was taken and motion passed 7-0.

- 7. Consider, and act upon, Resolution No. 2022-14(R) authorizing the Interim City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.**

Staff Comments

City Engineer Porter addressed Council this item is for an Advance Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for continuing projects for improvements to the intersections of FM 544 and McCreary Road and Hwy 78 and E. Brown Street. The total amount for the improvements at both intersections is less than \$1.5 million. Staff is recommending the Council's approval to move forward with the AFA agreement to provide TxDOT with the remaining direct costs of \$112,510 that are still owed on this project to start construction. Staff has reached out to the City of Murphy to participate and is working on language for an Interlocal Agreement regarding the estimated \$59,000 match, which includes engineering design. Funds for this project will be from General Funds-Streets as outlined in the budget and carried forward from Fiscal Year 2020- 2021. Since TxDOT requires that only the lead local entity enters into the AFA, Wylie must execute this contract directly with the State.

Council Action

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

WORK SESSION

Mayor Porter convened the Council into Work Session at 9:40 p.m.

WS1. Discussion regarding dog park and splash pad site evaluation - Joint Work Session with Parks and Recreation Board.

Parks Manager Brent Stowers addressed Council stating Dunaway Consultants are present as well as board member Gloria Suarez. Stowers gave a presentation including the project schedule, dog park locations with a recommended location, splash pad locations with recommended locations, and next steps.

Council questions included speaking and coordinating with the Public Art Board, additional parking near the splash pad in east meadow, asked about the basketball court usage at Community Park, and the shade from the pavilion at Community Park is good.

Parks and Recreation Board member Gloria Suarez addressed Council in favor of the dog park location, parking concerns with location B, and splash pad location at Community Park.

Council direction was in favor of the recommended locations for the dog park, the splash pad location in the east meadow, and the splash pad location at Community Park.

WS2. Discuss results of the Geotechnical Engineering Report provided for Stone Road.

City Engineer Porter addressed Council stating with Council direction, staff reached out to an engineering firm to provide a Geotechnical Study of the subsurface of Stone Road. The analysis had 23 different borings and was over 11,500 feet of roadway. The analysis showed the existing road has two to three inches of asphalt and sand, gravel underneath, and moderate to highly expansive soil. Porter provided information on two different time cycles for road replacement, 25 years and 40 years for a three-lane roadway. The 25-year life has two options which are either

nine inches of asphalt over eight inches of the base or utilizing an eight-inch concrete pavement with an eight-inch base underneath. The 40-year life has one additional inch thick of concrete pavement nine-inch section with an eight-inch subbase. Porter gave rough estimates which included: the 25-year life utilizing the nine inches of asphalt would cost about \$4.7 million and the 40-year life that uses nine inches of concrete with the eight-inch sub base would cost about \$8.6 million. Porter stated an estimated two million dollars would need to be added for design and culvert work for storm drainage. The asphalt roadway would not have a curb and gutter; however, the concrete would have a curb and gutter. Porter stated he currently has about \$550,000 allocated for this project, and some impact fees could be utilized; however, there is only about \$1.2 million in the account. Porter gave some history regarding the ownership and maintenance of the roadway between the county and the City.

Council comments and questions included would the current roadway be removed altogether and redone, did the quotes include curb and gutter, do both options given have three lanes, does the City have the necessary ROW for three lanes, and is there another option for an asphalt roadway with concrete curb and gutter.

Citizen Comments

Bob Ollry addressed Council stating his main concern was regarding replacing his fence and the easement and asked how he is notified of updates related to this project.

Council Comments

Council feedback included what type of existing right-of-way space does the City have, is the information based on current and potential traffic usage, how big does this road need to be, and would like to see a general view of the cost and recommendations.

WS3. Discuss options of the YMCA partnering with the City to operate the Recreation Center.

Mayor Porter stated a discussion is planned for the May meeting to give staff direction; however, tonight the YMCA representative is present to give their proposal.

Interim City Manager Parker addressed Council stating a few months back there was some discussion about the City and YMCA partnering together to operate the Wylie Recreation Center.

Brandy Perryman, representing the YMCA, addressed Council giving a presentation on the current surface area, sustainable YMCA, partnership information, partnership costs with ideal, start-up, and pool scenarios, typical contract duration, pricing sample, staffing levels, YMCA member benefits, aquatic feature details, examples of partnerships, and next steps and timeline.

Citizen Comments

Richard Foley addressed Council stating he did a survey in the form of a petition to try to come to a conclusion as what the issues are, and some feedback he received included the employees that currently work at the facility relate very well to the users of the facility, and they do not like the idea of the YMCA taking over with a system that is currently working well.

Damir Nozinovic addressed Council asking can the City do what the YMCA is proposing ourselves, stated citizens paid for the building, spoke about increasing the fees, and added the proposed YMCA rates are not affordable.

Carl DuLac addressed Council stating we have a difference between good and bad marketing, need to hire a marketing person, the proposed YMCA rates are too high, YMCA should put a bond up on the building if they operate it, other gyms and facilities should be given the same opportunity to evaluate taking over operations just as the YMCA has been given, the conversations regarding the operations causes instability amongst employees and citizens, and ownership of the Wylie Recreation Center should remain with City.

Darnell Marshall addressed Council stating he has seen great development and opportunities for young people in athletics at the Wylie Recreation Center, he served on the Ft. Worth Metropolitan YMCA board for four years, the YMCA has a great plan; however, it is not a fix all, there is not the same interpersonal investment that the patrons currently have, the people are the lifeblood, any increase in rates will have a ripple effect, and would not like to see the partnership with the YMCA but find solutions that would allow the City to continue the operation of the Wylie Recreation Center.

Council Comments

Council questions and comments included asking about the City's responsibility for damage or incidents at the center, sample rates included in presentation, access to pools at other YMCA facilities, part-time and full-time staff, senior citizen rate, information on Medigap, maintenance concerns, electrical costs, and is the subsidy negotiable.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 11:17 p.m.

EXECUTIVE SESSION

Mayor Porter reconvened the Council into Executive Session at 11:18 p.m.

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

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

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-2d, 2021-4a, 2021-4b, 2021-5a, 2021-6a, 2021-6c, 2021-7a, 2021-8a, 2021-9e, 2021-9f, 2021-11a, 2021-12a, 2021-12b, 2022-1a, 2022-2a, 2022-2b, 2022-4a, and 2022-4b.

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

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

ES3. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, State Hwy 78/Alanis, State Hwy 78/Ballard, State Hwy 78/Birmingham, and State Hwy 78/Brown.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 12:19 a.m.

READING OF ORDINANCES

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

City Secretary Storm read the captions to Ordinance Nos. 2022-32, 2022-33, 2022-34, 2022-35, and 2022-36 into the official record.

ADJOURNMENT

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to adjourn the meeting at 12:23 a.m. A vote was taken and motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being an Amended Plat, for Woodlake Village Addition, establishing one commercial lot on 17.691 acres generally located at 2050 N State Highway 78.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Wal-Mart Real Estate Business Trust

APPLICANT: Yazel Peebles & Associates

The applicant is proposing to amend Lot 1R-6R1, Block C of Woodlake Village Addition to relocate a water line easement to allow for a 4,644 sq. ft. building addition for the Walmart located at 2050 N State Highway 78.

The proposed relocation of the water line requires for a portion of the existing water line easement to be abandoned and reconfigured.

The site plan for the building addition was approved by the P&Z Commission at the April 19, 2022 meeting. The purpose of the addition is to create a dedicated space for pick-up order processing.

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.

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

P&Z Commission Discussion

The Commission voted 4-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Wyndham Ridge, establishing 119 residential lots and three open space lots on 23.527 acres in the City of Wylie Extra Territorial Jurisdiction, generally located on Sachse Road approximately 900' southwest of Pleasant Valley Road.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Meritage Homes

APPLICANT: Corwin Engineering

This final plat establishes 119 single family lots and three open space lots on 23.527 acres in the City of Wylie Extra Territorial Jurisdiction (ETJ). The preliminary plat for this development was approved in December 2020.

The proposed subdivision is outside of the City limits but within the ETJ of the City and is subject to review per the Subdivision Regulations.

The plat meets the requirements of the Subdivision Regulations, including engineering review and fire code (by providing fire sprinklers within each residential home).

All open space lots shall be dedicated and maintained by the HOA. All sidewalks within the public right of way shall be maintained by the HOA as required by Collin County.

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

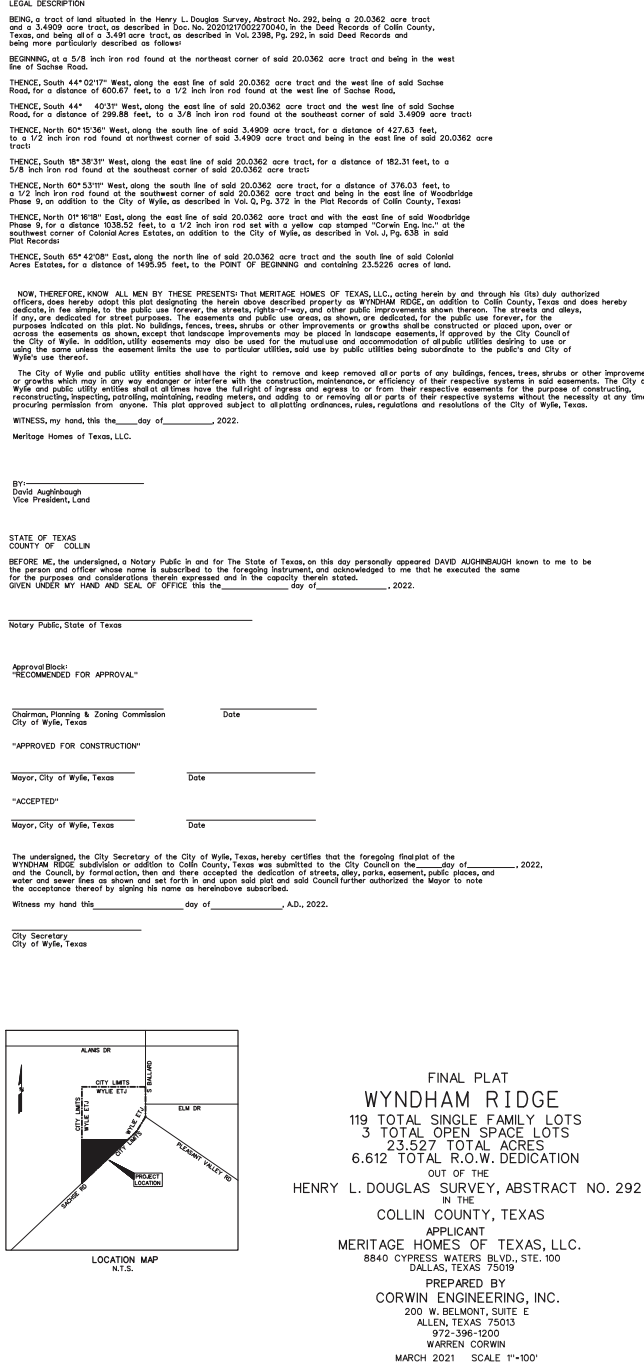
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 4-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat being a Replat for Sanden Addition, establishing three light industrial lots on 90.309 acres. Property located at 601 Sanden Boulevard.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Sanden International

APPLICANT: Roome Land Surveying

The applicant is proposing to replat 90.309 acres located at 601 Sanden Boulevard into three lots. Lot 1R, Lot 2, and Lot 3, Block A of Sanden Addition.

The purpose of this replat is to allow for the individual marketing of Lot 2, Block A of Sanden Addition. Site plan and amended plat (adding appropriate easements) approval shall be required prior to any development permits being issued.

Lot 1R and Lot 3 currently contain development for the Sanden International manufacturing service.

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.

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

P&Z Commission Discussion

The Commission voted 4-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, Sanden International (USA) Inc., does hereby adopt this plat designated therein above described property as Sanden Addition Lots 1R, 2 & 3, Block A, an addition to the City of Wylie, Texas, on does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utilities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.

WITNESS, my hand, this ____ day of _____, 2022.

Sanden International (USA) Inc.
Daniel Kleiss (Facilities Manager)

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Kleiss, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

Notary Public in and for
The State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Sanden International (USA) Inc., is the owner of a tract of land situated in the State of Texas, County of Collin and City of Wylie, being a part of the Duke Strickland Survey, Abstract No. 841, being all of Lot 1, Block A, of Sanden Addition as recorded under Volume L, Page 457, of the Collin County Map Records, with said premises being more particularly described as follows:

BEGINNING at a point for corner in the north right-of-way line of a tract of land to Kansas City Southern Railway Company, marking the southwest corner of Lot 2, Block A, of Seventy8 & Westgate Addition as recorded in Volume 2020, Page 691, of the Collin County Map Records, and the southeast corner of Lot 1, from which a S/C capped iron rod found bears 691°12'22" West, 0.58 feet and a Railroad Spike bears South 23°14'11" West, 0.79 feet;

THENCE with the south line of Lot 1 and the north right-of-way line of sold tract to Kansas City Southern Railway Company, South 52°14'45" West (Basis of Bearings), 2,005.60 feet to a Roome capped iron rod set for corner in the intersection of the north right-of-way line of sold tract to Kansas City Southern Railway Company, and the east right-of-way line of Sanden Boulevard, marking the southwest corner of Lot 1, from which a busted capped iron rod found bears South 52°14'45" West, 183.39 feet marking the easterly most southeast corner of Lot 3, Block B, of Premier Industrial Park South 1st Revision as recorded in Volume L, Page 274, of the Collin County Map Records;

THENCE with the east right-of-way line of Sanden Boulevard and the west line of Lot 1 as follows: North 01°51'16" East, 604.54 feet to a Roome capped iron rod set in the beginning of a curve to the left; northeasterly along said curve having a central angle of 08°15'28", for an arc distance of 557.25 feet, with a radius of 3,866.44 feet (chord = North 07°31'18" East, 556.77 feet) to a Roome capped iron rod set in the end of said curve; North 03°23'34" East, 1,248.03 feet to a Roome capped iron rod set in the beginning of a curve to the left; northeasterly along said curve having a central angle of 07°23'15", for an arc distance of 606.26 feet, with a radius of 4,701.95 feet (chord = North 00°18'04" West, 605.56 feet) to a Roome capped iron rod set in the end of said curve; North 03°59'42" West, 390.43 feet to a Roome capped iron rod set marking the southwest corner of a corner c/cp;

THENCE North 58°55'17" East, 24.20 feet to a Roome capped iron rod set in the beginning of a curve to the left in the south right-of-way line of W.F.M. 544 (Variable width right-of-way), marking the northwest corner of said corner c/cp and the northern most northwest corner of Lot 1;

THENCE with the north line of Lot 1 and the south right-of-way line of W.F.M. 544 as follows: southeasterly along said curve having a central angle of 03°38'59", for an arc distance of 975.08 feet, with a radius of 5,789.58 feet (chord = South 82°35'17" East, 973.93 feet) to a broken TxDOT Concrete Monument in the end of said curve; South 87°24'48" East, 466.21 feet to a Roome capped iron rod set marking the northwest corner of Lot 1, Block A of Westgate Center Phase One as recorded in Volume L, Page 659, of the Collin County Map Records, and the northeast corner of Lot 1;

THENCE with the west line of Lot 1 of Westgate Center Phase One, the west line of Lot 2A, Block A of Westgate Center Phase One as recorded in Volume M, Page 632, of the Collin County Map Records, the west line of Lot 1R, Block A of Seventy8 & Westgate Addition as recorded in Volume 2021, Page 568, of the Collin County Map Records, the west line of Lot 2, Block A, of Seventy8 & Westgate Addition, and the west line of Lot 1, South 00°03'23" West, 2,035.91 feet to the place of beginning and containing 90,309 acres of land.

RECOMMENDED FOR APPROVAL

Chairman, Planning & Zoning Commission
City of Wylie, Texas

APPROVAL FOR CONSTRUCTION

Mayor, City of Wylie, Texas

Mayor, City of Wylie, Texas

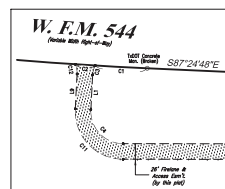
The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing replat of the Sanden Addition Lots 1R, 2 & 3, Block A, subdivision or addition to the City of Wylie was submitted to the City Council on the ____ day of _____, 2022, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing in name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D., 2022.

City Secretary
City of Wylie, Texas

DETAIL

SCALE: 1"=100'



NOTES

1) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHDRAWING OF UTILITIES AND BUILDING CERTIFICATES.

2) Basis of Bearing is based on Texas State Plane Coordinates System NAD83, Texas North Central Zone 4202.

3) A part of the subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Map No. 400505CON-021 dated June 2, 2009 of the F.E.M.A Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas. (Zone A/X).

4) This plat has been performed without the benefit of a title commitment. Subject property is affected by any or all easements of record. Surveyor did not abstract or research records for easements.

Fence & Access Easement Data Tables

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
L1	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L2	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L3	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L4	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L5	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L6	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L7	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L8	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L9	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L10	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L11	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L12	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L13	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L14	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L15	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L16	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L17	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L18	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L19	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'
L20	N 89°00'00" E	186.11'	N 89°00'00" E	186.11'

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
C1	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C2	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C3	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C4	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C5	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C6	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C7	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C8	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C9	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C10	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C11	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C12	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C13	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C14	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C15	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C16	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C17	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C18	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C19	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'
C20	N 75°00'00" E	186.11'	N 75°00'00" E	186.11'

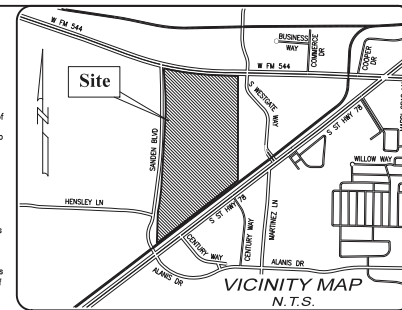


Scale: 1"=200'

Legend

CM Controlling Monument
CWF Capped Iron Rod Found
CCWF Capped Iron Rod Set
COLR Collin County Land Records
CCMR Collin County Map Records

THE PURPOSE OF THIS REPLAT
IS TO CREATE THREE LOTS
FROM ONE LOT



SURVYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

THAT I, F.E. Bemenderfer, Jr., do hereby certify that I prepared this amending plat from an actual survey on the land and that the corner monuments shown thereon were found and/or property placed under my supervision in accordance with the applicable codes and ordinances of the City of Wylie.

NOT FOR RECORDING
F.E. Bemenderfer, Jr.
R.P.L.S. No. 4051

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared F. E. Bemenderfer, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

Notary Public in and for
The State of Texas

Replat
Sanden Addition
Lots 1R, 2 & 3, Block A
90.309 Acres
Being a replat of Sanden Addition
recorded in Volume L, Page 457, CCMR
3 Industrial Lots
Zoned Light Industrial
Duke Strickland Survey, Abstract No. 841
City of Wylie, Collin County, Texas
March 2022

Revised: 03.30.22
Revised: 04.13.22

Dancer:
Sanden International (USA) Inc.
601 Sanden Blvd
Wylie, TX 75098
(800) 564-0117
Attn: Daniel Kleiss
daniel.kleiss@sanden.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
Frisco, TX 75074
(972) 423-4372
hdb@roome.com
Attn: Fred Bemenderfer

Roome
Land Surveying
Plano, Texas 75074
Phone (972) 423-4372 Fax (972) 423-7553
www.roomesurveying.com / Firm No. 10013150



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, approval of substantial renovations in accordance with Ordinance No. 2013-17 for the remodel of an existing residential structure, located at 307 N. Jackson St. within the Downtown Historic District.

Recommendation

Motion to approve Item as presented.

Discussion

Owner: Blake Herpeche

Applicant: Blake Herpeche

The property owner proposes to remodel the existing residential structure to remove a single window and replace it with a larger double window to match the rest of the house. The property is used primarily as residential uses, with a home occupation for a salon.

The proposed renovation will be on the rear of the structure (facing west). In addition to replacing the window, new paint will match existing.

The Arts & Craft style home was previously a landscaping business prior to the current use. The wrought iron columns and rails were replaced with period appropriate columns and rails in 2015. A ramp was approved in 2018.

Image 1: Existing view from interior

Image 2: Existing view from exterior

Image 3: Proposed view from exterior

Image 4: Proposed view from interior

Financial Summary/Strategic Goals

Ties in with the City's mission statement: Honoring our past; Embracing our present; Planning our Future.

Image 1





Image 2



Image 4





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2022-37 regarding a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 1.02 acres, property located at 2020 N State Highway 78 (ZC 2022-07).

Recommendation

Motion to approve Item as presented.

Discussion

On April 26, 2022 City Council approved a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 1.02 acres, property located at 2020 N State Highway 78 (ZC 2022-07).

Final approval of Zoning Case 2022-07 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

Financial Summary/Strategic Goals

ORDINANCE NO. 2022-37

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2022-07, FROM COMMERCIAL CORRIDOR DISTRICT (CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP), TO ALLOW FOR COMMERCIAL DEVELOPMENT OF A RESTAURANT WITH A DRIVE-THRU; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 2: That a Zoning Exhibit and Special Use Permit Conditions are an integral component of the development of the property and are attached as Exhibits B and C, respectively.

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

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

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

SECTION 6: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION 8: The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as effecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the **City Council of the City of Wylie, Texas**, this 10th day of May, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: May 18, 2022 *in* The Wylie News

EXHIBIT A

TRACT C (See Summary)

Being all of lot 10 & 11, Block C, WOODLAKE VILLAGE, an addition to the City of Wylie, Collin County, Texas, according to plat thereof filed for record in Volume P, Page 926, Official Public Records, Collin County, Texas.

TRACT 2 (Easement Estate)

Non-Exclusive Easement Estate created in Reciprocal Easement Agreement executed by and between R&B Ventures, L.P., a Texas limited partnership, and WDS Wylie Retail, L.P., a Texas limited partnership, dated December 14, 2004, filed for record in Volume 526, Page 1307, Real Property Records, Collin County, Texas, as amended by instrument recorded in Volume 545, Page 1075, Real Property Records, Collin County, Texas.

TRACT 3 (Easement Estate)

Non-Exclusive Easement Estate created in Easement with Covenants and Restrictions Affecting Land executed by W&M Stores Texas, L.P., and Arapaho East, Inc., dated November 12, 2002, filed for record on November 13, 2002 and recorded in Volume 526, Page 1307, Real Property Records, Collin County, Texas, as amended by instrument recorded in Volume 545, Page 1075, Real Property Records, Collin County, Texas.

TITLE COMMITMENT NOTES

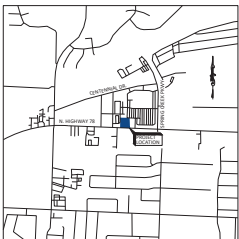
This ALTA/NGPS Land Title Survey was prepared with the benefit of a copy of the commitment for Title Insurance prepared by First American Title Insurance Company, L.P., No. NC3-100249-CHM, having an effective date of September 05, 2021, and issued October 05, 2021, and only reflects those easements, covenants, restrictions, and other matters of record listed in Schedule B of said Commitment. No other research for matters of record, not listed in said Commitment, was performed by Spooner & Associates, Inc.

Schedule "B" Items

1. Restrictive Covenants
Volume 526, Page 1307, D.R.C.C.T.
Volume 545, Page 1075, D.R.C.C.T.
(Subject to "Subject property is a portion of the tract of land described in said document")
10. Texas Power and Light Company Easement
Volume 125, Page 13, D.R.C.C.T.
(Unable to plot easement due to vague description)
- 12a. Access Easement
Volume 545, Page 1075, D.R.C.C.T.
(Affects, Subject tract is one of the Owner Outparcels)
- 12b. Access Easement
Volume 545, Page 1075, D.R.C.C.T.
(Affects, Subject)
15. 50' building setback line
45' utility easement
Volume 9, Page 306, P.R.C.C.T.
(Affects, Subject)
16. Texas Power and Light Company Easement
Volume 125, Page 13, D.R.C.C.T.
(Unable to plot easement due to vague description)
17. North Texas Municipal Water District Easement
Volume 144, Page 151, D.R.C.C.T.
(Affects, Subject)
18. Pipeline Easement
Volume 153, Page 18, D.R.C.C.T.
(Does not affect)
- 19a. Texas Power and Light Company Easement
Volume 493, Page 153, D.R.C.C.T.
(Unable to plot easement due to vague description)
- 19b. Reciprocal Easement
Volume 521, Page 108, D.R.C.C.T.
(Affects, Subject)
20. Monument Sign Easement
No. No. 200801300004710, P.R.C.C.T.
(Affects, Subject)

GENERAL NOTES

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, and North Central Zone 4302, and are based on the North American Datum of 1983. 2011 Adjustment. Coordinates shown are scaled to surface distances at N: 0 and E: 0 using a combined scale factor of 1.00015710. All areas shown hereon are calculated based on surface measurements.
- Vertical control is NAVD83 established from City of Wylie benchmark ID CM 1, having a published elevation of 530.294'.
- This survey was prepared with the benefit of a Title Commitment prepared by a title company. The easements shown hereon are the only easements known by Spooner & Associates and does not imply that any other easements, covenants, restrictions, or other matters of record do not affect the subject property. No other research was performed by Spooner & Associates, Inc.
- Pursuant to Table A, item 3, according to the Flood Insurance Risk Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (area determined to be located in the 0.2% annual chance flood hazard as shown on Map No. 4805024020, map revised June 2, 2009, for Collin County and incorporated areas. This flood hazard does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not constitute liability on the part of the Surveyor.
- According to the City of Wylie Zoning Map, the subject property appears to be located within Zone "CC" (Commercial Corridor District). The Surveyor was not provided a zoning report or letter pursuant to Table A, item 6(a) and/or item 6(b). The Surveyor did not attempt to interpret the herein mentioned zoning district information and hereby advises all interested parties to contact the City of Wylie Planning and Zoning Department to further verify all zoning regulations and restrictions prior to planning, designing, constructing or developing on the subject property.
- Pursuant to Table A, item 5, the number of clearly identifiable parking spaces on surface parking areas, lots and in parking structures are as follows: 0 regular spaces and 0 handicap spaces.
- Pursuant to Table A, item 11(a) and/or 11(b), underground utilities shown hereon were taken from plans and/or report provided to the Surveyor by others and from markings set by Town/CDL. Provided information contained with Town/CDL markings and observed evidence of utilities was used to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. No attempt has been made as a part of this Survey to confirm, obtain or show data concerning the depth or condition of any utility or municipal/public service facility, subsurface and environmental conditions were not examined or considered as a part of this Survey. No statement is made concerning the existence of underground or overhead structures or facilities, which may affect the use or development of the subject tract of land. Where additional or more detailed underground utility information is required, the client is hereby advised that excavation may be necessary.
- Pursuant to Table A, item 16, the Surveyor did not observe evidence of recent earth moving work, building construction or building additions in the process of conducting the fieldwork.
- Pursuant to Table A, item 17, the Surveyor has no knowledge of any changes in street right-of-way lines either completed or proposed. Surveyor hereby advises all interested parties to consult with the City of Wylie concerning this subject prior to planning, designing or constructing improvements near any right-of-way.
- The term "Certify" or "Certification" as shown and used hereon indicates an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied, and is not intended to be a warranty or guarantee.
- All manhole / vault invert data provided hereon (see pipe sizes, pipe types, flowline elevations) is measured or estimated from the top of the structure by field crew personnel. While reasonable precautions are always taken, Spooner & Associates expressly assumes no liability for the risk of obtaining incorrect values. Interest when making indirect measurements or estimates. No underground utility structures are ordered by Spooner & Associates to obtain measurements due to safety concerns.
- All visible underground utilities that were marked from Texas One Call 811 are shown on this survey. Underground Sewer, Water and Storm Drain lines shown are from visible evidence and provided utility plans. Top elevations of all underground utilities were unknown at the time of survey.
- The size or shape of the tree/bush symbols included hereon do not necessarily represent the actual size and shape of the corresponding trees/bushes or their canopies. They represent location only.
- There are no known/observable encroachments or boundary issues at time of survey.
- The property described hereon is the same as described in the received title commitment.



VICINITY MAP
(NOT TO SCALE)

POINT	DESCRIPTION	NORTHING	EASTING	ELEV.
1	BM CHM	7,062,801.30	2,577,367.04	530.29
800	CH-NP CHS "15A" CONTROL	7,062,242.02	2,577,832.23	530.47
801	CH-NP CHS "15A" CONTROL	7,061,837.28	2,577,815.44	529.84
802	CP X CUT	7,061,942.22	2,577,766.10	529.91

LEGEND

- CRS 8" IRON ROD WITH CAP
- XS STAMPED "SPONER 0507" SET
- CHP X-CUT SET
- CHP IRON ROD WITH CAP FOUND
- IRM IRON ROD FOUND
- OP.R.C.C.T. CONTROLLING MONUMENT
- D.R.C.C.T. OFFICIAL PUBLIC RECORDS
- D.R.C.C.T. COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS
- D.R.C.C.T. COLLIN COUNTY, TEXAS
- D.R.C.C.T. PLAY RECORDS
- CI COUNTRY CORNER
- CI CURB INLET
- CI GRATE INLET
- CI GUTTER ELEVATION
- CI TOP OF CURB ELEVATION
- CI WATER METER
- CI WATER VALVE
- CI FIRE HYDRANT
- CI SAN SEWER CLEANOUT
- CI STORM DRAIN MANHOLE
- CI INLET RM
- CI SIGN
- OVERHEAD ELEC.
- SILT FENCE
- EXISTING EASEMENT LINE
- BUILDING SETBACK LINE
- CONCRETE AREA
- UNDERGROUND PROPANE TANK
- CONTROL POINT
- TEMPORARY BENCHMARK
- PROPERTY CORNER
- MARKER FOUND - AS NOTED
- MONUMENT FOUND
- POWER POLE
- GUY WIRE
- TELEPHONE ROLL BOX
- MAILBOX
- TREE (AS DESCRIBED)
- IRRIGATION CONTROL VALVE

SURVEYOR'S STATEMENT

To: Purchaser (TBD); Lender (TBD); and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 minimum standard detail requirements for ALTA/NGPS land title surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5a & 6b, 7a, 7b1, 7c, 8, 9, 11b, 13, 14, 15, 16, 17 & 18 of Table A thereof. The field work was completed on October 5, 2021.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

11/25/2021 10:48 AM
Eric S. Spooner, R.P.L.S.
Texas Registration No. 5922
TSPS's Firm No. 10054900



ALTA/NGPS SURVEY OF

LOT 10-5, BLOCK C
WOODLAKE VILLAGE
CITY OF WYLIE, COLLIN COUNTY, TEXAS
2010 - 2050 S. STATE HIGHWAY 78

PREPARED FOR
FORESITE
TRISTE FIRM NO. 4-1-2021
www.foresite.com
Dallas, TX 75201
866.765.9135

DATE: 11/22/2021
S&A JOB NO. 21146
SCALE: 1" = 20'
DRAWN BY: R. OSMENT
CHECKED BY: R. SPOONER
REVISIONS:



SHEET
1
OF 1






GENERAL LANDSCAPE NOTES:

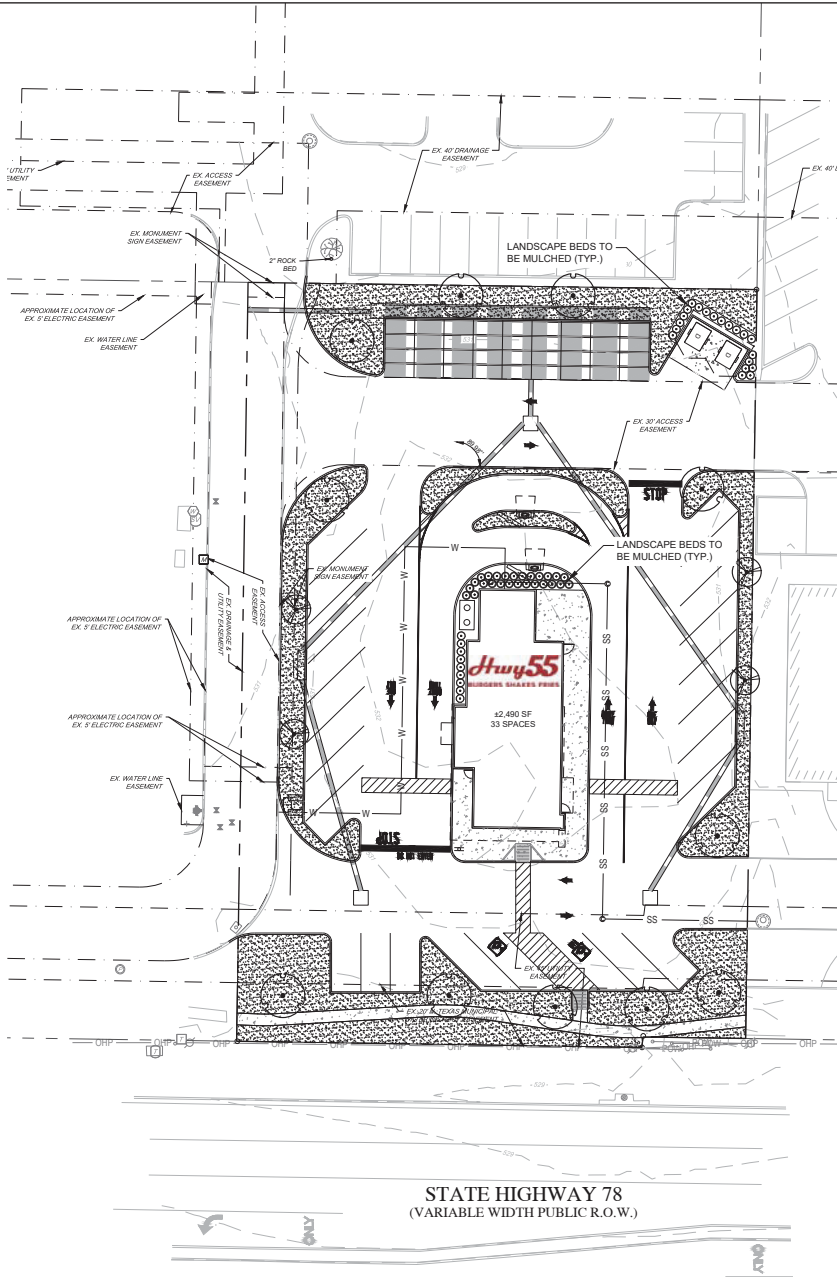
1. WARRANTY: ALL PLANTS SHALL BE WARRANTED TO REMAIN ALIVE, HEALTHY, AND IN THRIVING CONDITION FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.
2. PLANTS SHALL MEET DOT SPECIFICATIONS AND AMERICAN STANDARD FOR NURSERY STOCK STANDARDS.
3. PLANTS SHALL BE SPECIMEN QUALITY. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED, AND DENSELY FOLIATED WHEN IN LEAF.
4. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
5. SHADE TREES SHALL BE STRAIGHT UNLESS OTHERWISE SPECIFIED.
6. PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
7. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
8. BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE DIGGING. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE OF UTILITY LINES.
9. PROVIDE SHOVEL-OUT TRENCH AT SHRUB BEDS IN LAWN AREAS UNLESS OTHERWISE NOTED.
10. PROVIDE 3" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. MULCH MUST BE 3" THICK AT TIME OF FINAL WALK-THROUGH. MULCH IN SHRUB AND TREE PLANTING BEDS SHALL BE PINE STRAW UNLESS OTHERWISE NOTED. MULCH IN GRASSCOVER BEDS TO BE SPECIFIED HARDWOOD UNLESS OTHERWISE NOTED. MULCH SAMPLES TO BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION. MULCH IS TO BE REPLACED AT CONTRACTOR'S OWN EXPENSE IF LAD PRIOR TO APPROVAL.
11. MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE.
12. CONTRACTOR'S PRICES SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, I.E. MULCH, PLANTING, SOIL MIX, WOOD AND WIRE STAKING MATERIAL, ETC.
13. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWING SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE OWNER'S REPRESENTATIVE ASSUMES NO LIABILITY FOR OMISSION OR ERRORS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF OWNER'S REPRESENTATIVE. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.
14. WHERE LANDSCAPING AREAS ADJOIN GRASSED RIGHTS-OF-WAY, SUCH AREAS SHALL BE CONSIDERED PART OF THE LANDSCAPING AREA FOR PURPOSES OF MAINTENANCE. AS OF COMPLETION OF SITE IMPROVEMENTS, THE PROPERTY OWNER SHALL HAVE AN IMPLIED EASEMENT OF THE RIGHT-OF-WAY EXTENDING FROM THE SITE TO THE ROAD PAVEMENT IN ORDER TO COMPLETE THE REQUIRED MAINTENANCE.
15. A MAINTENANCE INSPECTION OF TREES WILL BE PERFORMED AFTER TWO FULL GROWING SEASONS FROM THE DATE OF THE FINAL CONSTRUCTION INSPECTION. PROJECT OWNERS AT THE TIME OF THE MAINTENANCE INSPECTION ARE RESPONSIBLE FOR ORDINANCE COMPLIANCE.
16. CONTRACTOR TO DESIGN-BUILD IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF NEW PLANT MATERIAL. IRRIGATION HEADS TO BE INSTALLED FLUSH WITH GRADE.

LANDSCAPE REQUIREMENTS:

SITE LANDSCAPE: 20 % OF TOTAL SITE AREA
44779 SF = 8955 SF REQUIRED
888.12 TREES PROPOSED
STREET FRONTAGE LANDSCAPING: 1 TREE PER 40 LF
STATE HWY 78: 174 LF / 40 LF = 4 TREES REQUIRED
5 TREES REQUIRED
3 TREES PROPOSED
PARKING LOT LANDSCAPE: NO PARKING SPACE FURTHER THAN 60' FROM LANDSCAPED AREA.

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	
	4	LAGERSTROEMIA INDICA X FAURIEI 'TONTU' / TONTO CRAPE MYRTLE	3" CAL	
	11	QUERCUS VIRGINIANA 'QVTA' / HIGHRISE LIVE OAK	3" CAL	
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
	26	ABELIA X GRANDIFLORA 'EDWARD GOUCHER' / GLOSSY ABELIA	3 GAL	36" o.c.
	29	VIBURNUM SPENSUNUM / SANDANKWA VIBURNUM	3 GAL	36" o.c.
SOO/SEED	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	8,607 SF	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD	



ENGINEER:

FORESITE
group
109E Elm No. F-12278
ForeSite Group, LLC
1999 Bryan St.
Suite 400
Dallas, TX 75201
www.foresitegroup.com
214.939.7123
888.765.8135

DEVELOPER:



TRACK WEST PARTNERS

445 BISHOP ST. NW
ATLANTA, GA 30318
(770) 359-9636

CONTACT: MR. BRANDON KUBLANOW

Hwy 55
BURGERS SHAKES FRIES
NWC OF TX-78 & SPRING CREEK PARKWAY
WYLLIE, TAYLOR COUNTY, TEXAS 75988

SEAL:
THESE PLANS WERE PREPARED UNDER THE SUPERVISION AND DIRECTION OF JASON WECKERLY, LA # 2788
THESE PLANS ARE RELEASED FOR INITIAL REVIEW PURPOSES ONLY.
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVISIONS DATE

PROJECT MANAGER: JMB
DRAWING BY: SK
JURISDICTION: CITY OF WYLLIE
DATE: 2022-01-31
TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

L-1

COMMENTS: NOT RELEASED FOR CONSTRUCTION

JOE FILE NUMBER: 1580.007



Know what's below
Call before you dig

GENERAL NOTES

1. ALL NEW PAINT WORK MUST INCLUDE A 2 YEAR FULL WARRANTY AND A YEAR PRO-RATED LABOR AND MATERIALS WARRANTY.
2. ALL PAINT COLOR SELECTIONS TO BE VERIFIED WITH OWNERS CONSTRUCTION MANAGER BEFORE ORDERING.
3. TOP OF PARAPET TO BE CLAD WITH UNA-CLAD COPIING. FINAL SELECTION TO BE VERIFIED WITH OWNER'S CONSTRUCTION MANAGER.
4. ALL PREFABRICATED CANOPY SYSTEMS TO BE FIELD VERIFIED BEFORE FABRICATION.
5. ALL WALL MOUNTED EQUIPMENT SUCH AS ELECTRICAL METERS, IRRIGATION METERS, PHONE/CABLE BOXES, EXTERNAL VENTS AND LOUVERS, ETC., SHALL BE PAINTED TO MATCH THE WALL WHICH IT MOUNTS ON OR OTHERWISE CONSISTENT WITH THE COLOR(S) OF THE BUILDING.

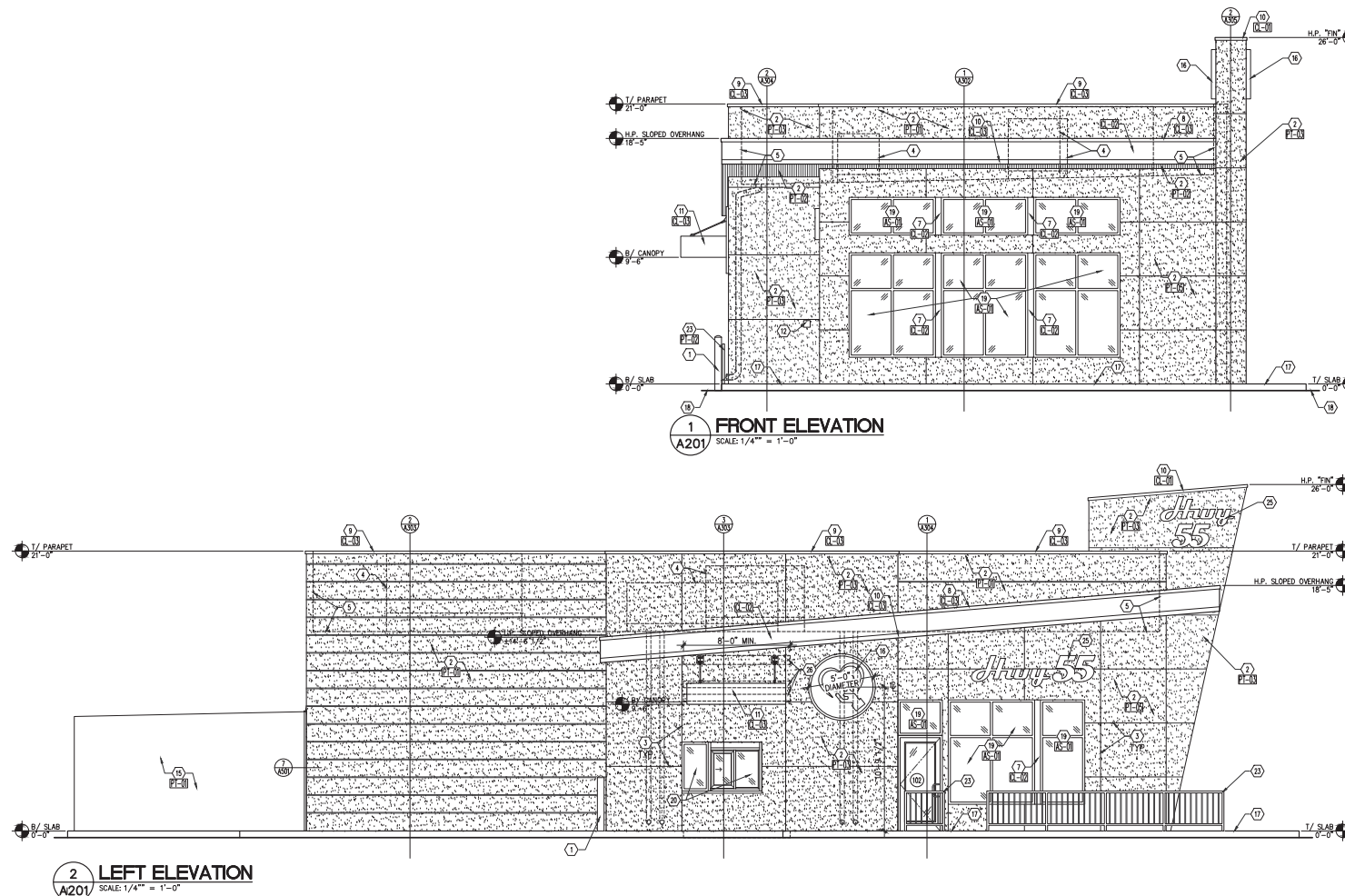
CONSTRUCTION NOTES

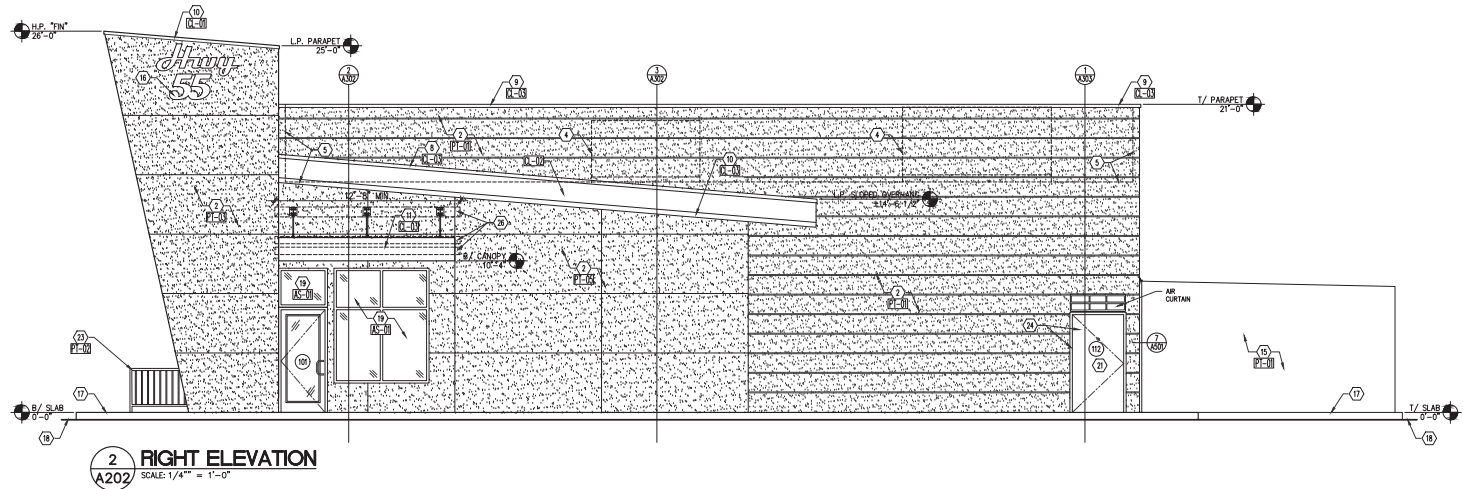
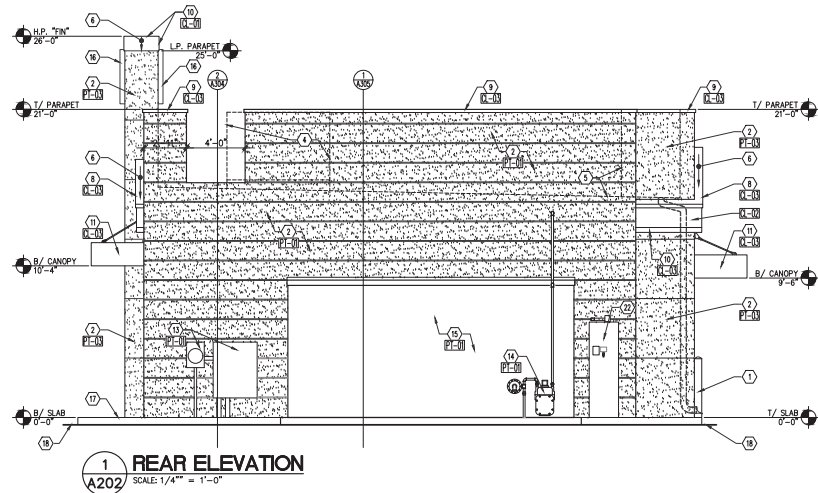
- 7) PLY BOLLARD - SEE SITE PLAN.
- 8) HARD COAT STUCCO WITH MEDIUM SAND FINISH - SEE WALL SECTIONS.
- 9) HARD COAT STUCCO CONTROL JOINT.
- 10) OUTLINE OF MECHANICAL EQUIPMENT REYOND.
- 11) APPROXIMATE LINE OF ROOF SURFACE BEYOND.
- 12) SLOPED ROOF SURFACE.
- 13) CLEAR ANODIZED ALUMINUM BREAK METAL BETWEEN STOREFRONT WINDOWS.
- 14) CONTINUOUS METAL DRAIN EDGE OR DRIP FLASHING SEE WINDOW SECTIONS.
- 15) CONTINUOUS METAL EDGE FLASHING.
- 16) CONTINUOUS METAL DRIPS FLASHING - SEE DETAIL.
- 17) PRE-FABRICATED HANGER ROOF CANOPY SYSTEM SUPPLIED BY SIGN VENDOR, INSTALLED BY GENERAL CONTRACTOR. SEE DETAIL.
- 18) KNOCK BOX MOUNTED AT 4'-0" A.F.F.
- 19) ELECTRICAL, WATER SERVICE - SEE ELECTRICAL DRAWINGS.
- 20) GAS METER/SERVICE - SEE PLUMBING DRAWINGS.
- 21) PREMANUFACTURED AND PRINED CONCRETE METAL PANELS - BY MANUFACTURER. PART TO MATCH STUCCO.
- 22) SIGNAGE FEATURE BY OWNER'S VENDOR. GENERAL CONTRACTOR TO COORDINATE WITH INSTALLATION WITH STRUCTURE AND ELECTRICAL. COLOR: RED.
- 23) CONCRETE SIDEWALK/CURB - SEE SITE PLAN.
- 24) APPROXIMATE GRADE/PAVEMENT.
- 25) STOREFRONT DOOR/WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION.
- 26) WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION.
- 27) HOLLOW METAL DOOR AND FRAME - SEE DOOR.
- 28) GRACE COLLECTION UNIT - SEE EQUIPMENT PLAN.
- 29) PEDESTRIAN GUARD RAIL - SEE CIVIL DRAWINGS.
- 30) INSULATED METAL DOOR AND HOLLOW METAL FRAME PART TO MATCH STUCCO - SEE DOOR SCHEDULE.
- 31) SIGNAGE FEATURE BY OWNER'S VENDOR. GENERAL CONTRACTOR TO COORDINATE WITH INSTALLATION WITH STRUCTURE AND ELECTRICAL. COLOR: WHITE.
- 32) BLOCKING FOR PRE-FABRICATED HANGER ROOF CANOPY SYSTEM BY GENERAL CONTRACTOR. COORDINATE WITH SIGN VENDOR & SEE DETAIL.

EXTERIOR FINISH SCHEDULE

- | | |
|-----|---|
| 37A | PREFINISHED ALUMINUM DIE FLASHING - COLOR RED - S#6666 HEARTTHROB |
| 38A | MIL FASICA / BRAKE METAL WRAP - MILL FINISH - CLEAR COAT |
| 39A | PREFINISHED ALUMINUM DIE OR DRIP FLASHING - COLOR - BLACK - S#6693 BLACK OF NIGHT |
| 72A | HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - GRAY - SW 6002 ESSENTIAL GRAY |
| 73A | HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - BLACK - S#6693 BLACK OF NIGHT |
| 74A | HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - RED - PMS 20-0689 TPM COLOR OF RED |
| 75A | HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - WHITE - S#7005 PURE WHITE |
| 82A | ALUMINUM STOREFRONT MILL FINISHED - CLEAR COAT |

* REFER TO THE MOST CURRENT HWY 55 BRAND BOOK FOR ALL INTERIOR AND EXTERIOR COLORS - VERIFY ALL FINISHES WITH OWNER PRIOR TO PURCHASING





GENERAL NOTES

- ALL NEW PAINT WORK MUST INCLUDE A 2 YEAR FULL WARRANTY AND A YEAR PRO-RATED LABOR AND MATERIALS WARRANTY.
- ALL PAINT COLOR SELECTIONS TO BE VERIFIED WITH OWNER'S CONSTRUCTION MANAGER BEFORE ORDERING.
- TOP OF PARAPET TO BE CLAD WITH UNIA-CLAD COPING. FINAL SELECTION TO BE VERIFIED WITH OWNER'S CONSTRUCTION MANAGER.
- ALL PREFABRICATED CANOPY SYSTEMS TO BE FIELD VERIFIED BEFORE FABRICATION.
- ALL WALL MOUNTED EQUIPMENT SUCH AS ELECTRICAL METERS, IRRIGATION METERS, PHONE/CABLE BOXES, EXTERNAL VENTS AND LOUVERS, ETC., SHALL BE PAINTED TO MATCH THE WALL ON WHICH IT IS MOUNTED OR OTHERWISE CONSISTENT WITH THE COLOR(S) OF THE BUILDING.

CONSTRUCTION NOTES

- PIPE BOLLARD - SEE SITE PLAN.
- HARD COAT STUCCO WITH MEDIUM SAND FINISH - SEE WALL SECTIONS.
- HARD COAT STUCCO CONTROL JOINT.
- OUTLINE OF MECHANICAL EQUIPMENT BEYOND.
- APPROXIMATE LINE OF ROOF SURFACE BEYOND.
- SLOPED ROOF SURFACE.
- CLEAR ANODIZED ALUMINUM BREAK METAL BETWEEN STOREFRONT WINDOWS.
- CONTINUOUS METAL ROOF EDGE OR DRIP FLASHING - SEE WALL SECTIONS.
- CONTINUOUS METAL EDGE FLASHING.
- CONTINUOUS METAL DRIPS FLASHING - SEE DETAIL 2/A501.
- PRE-FABRICATED HANGER ROD CANOPY SYSTEM SUPPLIED BY SIGN VENDOR, INSTALLED BY GENERAL CONTRACTOR - SEE WALL SECTIONS.
- KNOX BOX MOUNTED AT 4'-6" A.F.F.
- ELECTRICAL METER SERVICE - SEE ELECTRICAL DRAWINGS.
- GAS METER/SERVICE - SEE PLUMBING DRAWINGS.
- PREMANUFACTURED AND PRIMED COOLER/FREEZER/STORAGE - BY MANUFACTURER. PAINT TO MATCH STUCCO.
- SIGNAGE FEATURE BY OWNER'S VENDOR. GENERAL CONTRACTOR TO COORDINATE INSTALLATION WITH STRUCTURE AND ELECTRICAL. COLOR: RED.
- CONCRETE SIDEWALK/CURB - SEE SITE PLAN.
- APPROXIMATE GRADE/PAVEMENT.
- STOREFRONT DOOR/WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION.
- DRIVE-THRU WINDOW SYSTEM - SEE FLOOR PLAN FOR MORE INFORMATION.
- HOLLOW METAL DOOR AND FRAME - SEE DOOR SCHEDULE.
- GREASE COLLECTION UNIT - SEE EQUIPMENT PLAN.
- PEDESTRIAN GUARD RAIL - SEE CIVIL DRAWINGS.
- INSULATED METAL DOOR AND HOLLOW METAL FRAME PAINT TO MATCH STUCCO - SEE DOOR SCHEDULE.
- SIGNAGE FEATURE BY OWNER'S VENDOR. GENERAL CONTRACTOR TO COORDINATE INSTALLATION WITH STRUCTURE AND ELECTRICAL. COLOR: WHITE.
- BLOCKING FOR PRE-FABRICATED HANGER ROD CANOPY SYSTEM BY GENERAL CONTRACTOR - COORDINATE WITH SIGN VENDOR & SEE WALL SECTIONS.

EXTERIOR FINISH SCHEDULE

- 1-3 PREFINISHED ALUMINUM EDGE FLASHING - COLOR - RED - SW6866 HEARTHROB
- 4-6 METAL FASCIA/ BRAKE METAL WRAP - MILL FINISH - CLEAR COAT
- 7-9 PREFINISHED ALUMINUM EDGE OR DRIP FLASHING - COLOR - BLACK - SW6993 BLACK OF NIGHT
- 10-12 HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - GRAY - SW 6002 ESSENTIAL GRAY
- 13-15 HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - BLACK - SW6993 BLACK OF NIGHT
- 16-18 HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - RED - PMS 20-0689 TPM CMYK APPLE RED
- 19-21 HARD COAT STUCCO - PAREX - STYLE: MEDIUM SAND FINISH - COLOR - WHITE - SW7005 PURE WHITE
- 22-24 ALUMINUM STOREFRONT FINISHED - COLOR: CLEAR COAT

* REFER TO THE MOST CURRENT HWY 55 BRAND BOOK FOR ALL INTERIOR AND EXTERIOR COLORS - VERIFY ALL FINISHES WITH OWNER PRIOR TO PURCHASING

LMIT Project No. 21337

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INRBD
ARCHITECTS & ENGINEERS
10000 Katy Freeway, Suite 1000
Houston, Texas 77055
Tel: 281.444.7222
Fax: 281.444.7223
A Division of LMIT Associates

PRELIMINARY NOT FOR CONSTRUCTION

PROJECT: **HIGHWAY 55**
30 PROTOTYPE
204 NORTH HWY78
WYLE, TEXAS 75086
DRAWING: EXTERIOR ELEVATIONS

Revisions

THRU ADDENDUM "A"
REVISION DATE

PROJECT DATE
03/15/2022

Drawn By
CH

Checked By
GRL

Sheet No.

A202



PERSPECTIVE VIEW 1



PERSPECTIVE VIEW 2

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			10.8.21	PERSPECTIVE VIEWS	EXTERIOR CONCEPT ::	



FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



BACK ELEVATION

 national restaurant designers <small>ARCHITECTS & ENGINEERS A member of LMHT Associates P.A. Copyright 2021 LMHT Associates</small>	NRD-21208		OPTION B			EXTERIOR FACADE ::
			10.8.21	FLAT ELEVATIONS		EXTERIOR CONCEPT ::

Hwy55 Burgers Shakes and Fries

EXHIBIT "C"

Conditions For Special Use Permit

I. PURPOSE:

The purpose of this Special Use Permit is to allow for a restaurant with drive-in or drive-through service use.

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The design and development of the Hwy55 Burgers Shakes and Fries development shall take place in general accordance with the Zoning Exhibit (Exhibit B).

III. SPECIAL CONDITIONS:

1. The Zoning Exhibit (Exhibit B) shall serve as the Site Plan for the Hwy55 Burgers Shakes and Fries Development. Approval of the SUP shall act as site plan approval.



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2022-38 regarding a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) to allow for a commercial and light industrial development on 7.789 acres generally located on SH 78 1000' east of Eubanks Lane (ZC 2022-08).

Recommendation

Motion to approve Item as presented.

Discussion

On April 26, 2022 City Council approved a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) to allow for a commercial and light industrial development on 7.789 acres generally located on SH 78 1000' east of Eubanks Lane (ZC 2022-08).

Final approval of Zoning Case 2022-08 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

Financial Summary/Strategic Goals

ORDINANCE NO. 2022-38

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2022-08, FROM COMMERCIAL CORRIDOR (CC) TO PLANNED DEVELOPMENT - COMMERCIAL INDUSTRIAL (PD-CI), TO ALLOW FOR INDUSTRIAL AND COMMERCIAL DEVELOPMENT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 2: That a Zoning Exhibit and Planned Development Conditions are an integral component of the development of the property and are attached as Exhibits B and C, respectively.

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

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

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

SECTION 6: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION 8: The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as effecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the **City Council of the City of Wylie, Texas**, this 10th day of May, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: May 18, 2022 *in* The Wylie News

Exhibit A

SCHEDULE A DESCRIPTION

BEING A 7.79 ACRE TRACT OF LAND OUT OF THE FRANCISCO DE LA PENA SURVEY, ABSTRACT NUMBER 688, SITUATED IN THE CITY OF WYLIE, COLLIN COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, WOODLAKE VILLAGE, A SUBDIVISION OF RECORD IN CABINET G, PAGE 385, OF THE MAP RECORDS COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78 (RIGHT-OF-WAY VARIES) BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK D, WOODLAKE VILLAGE ADDITION, A SUBDIVISION OF RECORD IN VOLUME 2020, PAGE 354 OF SAID MAP RECORDS, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE AND HEREOF;

THENCE, N89°06'47"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78, BEING THE COMMON SOUTH LINE OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE, A DISTANCE OF 311.48 FEET TO A 3/8-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF A CALLED 5,724 SQUARE FOOT TRACT OF LAND CONVEYED TO THE STATE OF TEXAS BY DEED OF RECORD IN VOLUME 5266, PAGE 5809 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78, BEING THE NORTH LINE OF SAID 5,724 SQUARE FOOT TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78, BEING THE NORTH LINE OF SAID 5,724 SQUARE FOOT TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S88°37'56"W, A DISTANCE OF 54.20 FEET TO A 1/2-INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET;
2. N89°03'48"W, A DISTANCE OF 113.37 FEET TO A 1/2-INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET FOR THE SOUTHWEST CORNER HEREOF;

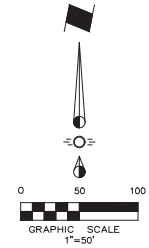
THENCE, N 00°53'13"E, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 78, OVER AND ACROSS SAID LOT 1, BLOCK A, WOODLAKE VILLAGE, A DISTANCE OF 628.18 FEET TO A 1/2-INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET IN THE CURVING SOUTH RIGHT-OF-WAY LINE OF CENTENNIAL DRIVE (A 60-FOOT RIGHT-OF-WAY), BEING THE COMMON NORTH LINE OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE, FOR THE NORTHWEST CORNER HEREOF;

THENCE, ALONG THE CURVING SOUTH RIGHT-OF-WAY LINE OF CENTENNIAL DRIVE AND THE COMMON NORTH LINE OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1970.00 FEET, A CHORD BEARING OF N 71°42'45"E, A CHORD LENGTH OF 280.15 FEET, A DELTA ANGLE OF 08°09'17", AN ARC LENGTH OF 280.39 FEET TO A 1/2-INCH IRON ROD WITH GREEN PLASTIC CAP STAMPED "EAGLE SURVEYING" SET AT THE END OF SAID CURVE;
2. N75°47'24"E, A DISTANCE OF 222.06 FEET TO A 1/2-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK D, WOODLAKE VILLAGE ADDITION, BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE AND HEREOF;

THENCE, S00°53'13"W, ALONG THE WEST LINE OF SAID LOT 1, BLOCK D, WOODLAKE VILLAGE ADDITION, BEING THE COMMON EAST LINE OF SAID LOT 1, BLOCK A, WOODLAKE VILLAGE, A DISTANCE OF 776.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 7.79 ACRES, (339,256 SQUARE FEET) OF LAND, MORE OR LESS.

THE LAND DESCRIBED ABOVE AND SHOWN HEREON IS THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, COMMITMENT #NO.21-50-NT, WITH AN EFFECTIVE DATE OF: 01/07/2022 AT 8:00 A.M



SITE DATA TABLE								
LOT SIZE	LOT 3		LOT 4		LOT 5		LOT 6	
	0.791 ACRES		1.314 ACRES		0.618 ACRES		5.066 ACRES	
EXISTING ZONING	34,436.35 SF		57,238.38 SF		26,910.12 SF		220,677.81 SF	
PROPOSED ZONING	CC		CC		CC		CC	
	PD		PD		PD		PD	
USE / BUILDING AREA								
COMMERCIAL	920 SF - 100%		9,986 SF - 100%		2,560 SF - 100%		5F - 0%	
LIGHT INDUSTRIAL	5F - 0%		5F - 0%		5F - 0%		72,645 SF - 100%	
TOTAL	920 SF		9,986 SF		2,560 SF		72,645 SF	
REQUIRED PARKING								
COMMERCIAL (1 PER 200 S.F.)	5 SPACES		50 SPACES		13 SPACES		0 SPACES	
LIGHT INDUSTRIAL (1 PER 1000 S.F.)	0 SPACES		0 SPACES		0 SPACES		73 SPACES	
TOTAL	5 SPACES		50 SPACES		13 SPACES		73 SPACES	
PARKING PROVIDED	21 SPACES		50 SPACES		18 SPACES		126 SPACES	
PROVIDED PARKING RATIO	1/44		1/200		1/143		1/577	
HANDICAP REQUIRED	1 SPACES		2 SPACES		1 SPACES		5 SPACES	
HANDICAP PROVIDED	1 SPACES		2 SPACES		1 SPACES		6 SPACES	
BUILDING COVERAGE	2.67%		17.45%		9.51%		32.92%	

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.
JDC@CrossEngineering.biz

ARCHITECT:
JAW Architects, Inc.
1620 Yukon Drive
Burleson, Texas 76028
Phone (817) 705-3387
Contact: Jeremy Williams
jeramy@jaw-arc.com

SURVEYOR:
BLEW & ASSOCIATES, P.A.
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
Phone (479) 443-4506
Fax (479) 582-1883
Contact: BRADLEY G. WELLS
survey@blewinc.com

APPLICANT/DEVELOPER:
SLATE LAND & DEVELOPMENT CO., LLC
5729 LEBANON RD. #144589
FRISCO, TEXAS 75034
Phone (214) 718-2626
Contact:
KRIS@SLATECOMMERCIAL.COM

OWNER:
DIYAR REAL ESTATE, LLC.
1717 MAIN ST. #1400
DALLAS, TEXAS 75201
Phone (972) 799-2832
Contact: AHMED HUSSEIN
AHMED0516@HOTMAIL.COM

Issue Dates:	Revision & Date:
1	1
2	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
972.562.4409
McKinney, Texas 75069
Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=50'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF JON
DAVID CROSS, P.E.
NO. 82618
ON 3/14/22.
IT IS NOT TO BE USED
FOR CONSTRUCTION
PURPOSES.

ZONING EXHIBIT	
WYLIE BUSINESS PARK & SHOPS BY SLATE	
SLATE LAND & DEVELOPMENT CO., LLC	
WYLIE, TEXAS	

Sheet No.
ZE
Project No.
22007

EXHIBIT "C"
CONDITIONS FOR PLANNED DEVELOPMENT
WYLIE BUSINESS PARK AND SHOPS BY SLATE
2022-08

I. PURPOSE:

This Planned Development District shall be established to provide Commercial and Light Industrial uses, including restaurant, Retail, and Warehouse Distribution to support the economic growth within the region.

II. GENERAL CONDITIONS:

1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. This Planned Development District shall not affect any regulations of the Commercial Corridor District (CC) set forth in Article 4, Section 4.1, of the Comprehensive Zoning Ordinance (adopted as of April 2021) except as specifically provided herein.

III. SPECIAL CONDITIONS:

1. All allowed uses in the Commercial Corridor District (CC), as set forth in Article 5 of the Comprehensive Zoning Ordinance (adopted as of April 2021), in addition to those listed in this paragraph shall be allowed by-right uses.
 - a. Restaurant with Drive-in or Drive Thru Service
 - b. Restaurant without Drive-in or Drive Thru Service
 - c. Warehouse Distribution Center (Lot 6 Only)
2. All other uses included in the Commercial Corridor Zoning District, as of the April 2021 Zoning Ordinance, shall be allowed under the requirements of that use.
3. The subject property shall be developed in conformance with all regulations of the Commercial Corridor Zoning District set forth in, Section 4.3, and Section 5.2 of the Zoning Ordinance (adopted as of April 2021) in every respect with exception to the uses indicated in Section III.1, above, and the following:
 - a. Lot 6 (Light Industrial) shall be developed as Warehouse / Distribution Center, as generally depicted on the Zoning Exhibit (Exhibit B).
 - b. Lot 6 shall not be required to have driveways with a divided median.

- c. Parking for Lots 3, 4, 5 (commercial) shall be parked at one parking per 200 square feet of building floor area located on those lots. Additionally, shared parking shall be allowed between all lots.
 - d. Maximum building height on Lot 6 shall be 60 feet.
 - e. Two rows of parking (one double loaded drive aisle) shall be allowed in front of buildings.
 - f. Landscaping of Lot 6 shall be 10% of the site as normally required in Light Industrial districts.
4. Design criteria shall be in conformance with Commercial Corridor Architectural Design Requirements of the Zoning Ordinance (adopted as of April 2021), except as follows:
- a. The use of Tilt Wall Construction shall be allowed for Lot 6.
 - b. Walls may not exceed a height to width ratio of 1 to 2 without variation in massing of façade. At least 25% of façade should be offset by 2'.
 - c. Commercial Buildings on Lots 3, 4, and 5 shall not be required to construct with stone.
5. Prior to development, approved plats and site plans shall be required.
6. No overnight parking of commercial tractor trucks shall be allowed.



Wylie City Council

AGENDA REPORT

Department: Police
Prepared By: Anthony Henderson

Account Code: _____

Subject

Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G22P0061 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2022 through September 10, 2022 for a sum not to exceed \$52,228.75.

Recommendation

Motion to approve Item as presented.

Discussion

The U.S. Army Corps of Engineers has awarded the City of Wylie a \$52,228.75 contract for extended law enforcement services. The contract requires Officers to concentrate their patrols in the parks and properties deemed in the City of Wylie, Texas jurisdiction and to provide protection and enforce laws and ordinances. The hourly rate of \$79.13 charged by the City of Wylie covers all officer overtime wages.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W45XMA20986294		PAGE 1 OF 25	
2. CONTRACT NO. W9126G22P0061		3. AWARD/EFFECTIVE DATE 28-Apr-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G22Q0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARELLO				b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 01 Mar 2022		9. ISSUED BY CODE W9126G US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE 967430 LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775		16. ADMINISTERED BY CODE SEE ITEM 9					
17a. CONTRACTOR/OFFEROR CODE 311B5 FACILITY CODE WYLIE, CITY OF LT. MATT MILLER 300 COUNTRY CLUB RD BLDG 100 1ST FL WYLIE TX 75098-3000 TELEPHONE NO. 972-442-8170		18a. PAYMENT WILL BE MADE BY CODE 964145 USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$52,228.75	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Paige Stone</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAIGE E STONE / CONTRACTING OFFICER TEL: 817-886-1124 EMAIL: paige.e.stone@usace.army.mil		31c. DATE SIGNED 27-Apr-2022	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CONTRACTING OFFICER STATEMENT

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY22 Increased Law Enforcement FFP Wylie Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within the City of Wylie's jurisdiction for the purpose of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement. FOB: Destination MILSTRIP: W45XMA209862940001 PURCHASE REQUEST NUMBER: W45XMA20986294 PSC CD: R499	660	Hours	\$79.13447	\$52,228.75
NET AMT					\$52,228.75
ACRN AA CIN: W45XMA209862940001					\$52,228.75

W9126G22P0061

Page 4 of 25

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 2540260HCH009580 NA 96412
 AMOUNT: \$52,228.75

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA209862940001	\$52,228.75

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 20-MAY-2022 TO 10-SEP-2022	N/A	LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775 972-442-3141 FOB: Destination	967430



TO: U.S. Army Corps of Engineers

DATE: March 16, 2022

SUBJECT: Contract for Increased Law Enforcement Services 2022
Contract Number: W9126G22Q0012

Labor:

Patrol Officers: 660 hrs. x \$61.79 hr.	\$40,781.40
(Average O/T rate for Officers working this contract)	

FICA/Medicare: 0.0765 x \$40,781.40	\$ 3,119.78
TMRS: 0.1550 x \$40,781.40	\$ 6,321.12
Worker's Comp: .0435 x \$40,781.40	\$ 1,774.00
Long Term Disability: .0057 x \$40,781.40	\$ 232.45

Total: \$ 11,447.35

Total Contract:	\$52,228.75
Labor: \$52,228.75 / 660 hrs.	\$ 79.13 per hour

Anthony Henderson

Chief of Police
 Wylie Police Department

PERFORMANCE WORK STATEMENT (PWS)

Wylie PD Law Enforcement Services, Wylie Texas Lavon Lake 2022

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

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

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

1.3 **Period of Performance:** Contractor shall provide described services on certain days of the week from 20 May 2022 through 10 September 2022, for a total of 660 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 20 May 2022 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (See Appendices A and B).

1.4 **General Information:**

1.4.1 **Quality Control:** (Not applicable)

1.4.2 **Quality Assurance:** The Contractor will prepare a Daily Enforcement Action Summary (DEAS) in accordance with the attached format (Appendix C) or format

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

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

1.4.4 Hours of Operation: (Not applicable)

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

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

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

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor

employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website:

<http://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

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

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

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall **NOT** be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The

Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

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

1.4.8 Sustainability

1.4.8.1 The contractor must meet the recycled content requirements set forth by the EPA for specified products. The following web site contains a list of EPA designated products:

<http://www.ssc.nasa.gov/environmental/pdf/AffirPro.pdf>. Contractor will ensure compliance of the EPA guidelines under the categories of: non-paper office products, paper and paper products.

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

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

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

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

1.4.12 Key Personnel: The following personnel are considered key personnel by the Government and will serve as the Corps COR (as applicable): Michael K. Kinard, Lake Manager, Lavon Lake; Corps QA POC: Stephen Perrin, Lead Park

Ranger, Lavon Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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

1.4.14 Contractor Travel: (Not applicable):

1.4.15 Data Rights: (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

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

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

1.6.3. Materials: (Not applicable).

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

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

1.9 ATTACHMENTS/TECHNICAL EXHIBITS AND APPENDICES:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2022

BEGINS ON NEXT PAGE

May 2022 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
					1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs
22	23	24	25	26	27	28
1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	1800-2200=4 hrs		1800-2200=4 hrs		1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs
29	30	31				
1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1800-2200=4 hrs				24 shifts x 4 hrs = 96 hrs

June 2022 Calendar

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

July 2022 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
3	4	5	6	7	8	9
1400-1800=4 hrs 1800-2200=4hrs	1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
10	11	12	13	14	15	16
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
17	18	19	20	21	22	23
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
24	25	26	27	28	29	30
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
31						
1400-1800=4 hrs 1800-2200=4hrs						47 shifts x 4 hrs = 188 hrs

August 2022 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
7	8	9	10	11	12	13
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
14	15	16	17	18	19	20
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
21	22	23	24	25	26	27
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
28	29	30	31			
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs			38 shifts x 4 hrs = 152 hrs

September 2022 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
					1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
4	5	6	7	8	9	10
1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						19 shifts x 4 hrs = 76 hrs

APPENDIX B
HOURS BY MONTH 2022

May: 20 shifts X 4 hours = 96 hours (Includes Memorial Day)

June: 37 shifts X 4 hours = 148 hours

July: 47 shifts X 4 hours = 188 hours (Includes Independence Day)

August: 38 shifts X 4 hours = 152 hours

September: 19 shifts X 4 hours = 76 hours (Includes Labor Day)

Total = 660 Hours

APPENDIX C

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Wylie Police Department

OFFICERS NAME: _____ DATE: _____

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

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

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

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

Officer Number: _____ Date: _____ Signature: _____

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	DEC 2021
52.222-50	Combating Trafficking in Persons	DEC 2021
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

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

Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

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

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

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

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

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

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

W9126G22P0061

Page 9 of 25

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

____ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

____ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (JAN 2021) of 52.225-3.
- ____ (iii) Alternate II (JAN 2021) of 52.225-3.
- ____ (iv) Alternate III (JAN 2021) of 52.225-3.
- ____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- ____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift,

intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

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

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

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

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

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

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

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

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

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

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

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

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

protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

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

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

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

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

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

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such

information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

(d) Reporting.

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

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 17
Director	Wage Determinations	Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:		With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:		With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Texas

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		22.59
01041 - Customer Service Representative I		14.51***
01042 - Customer Service Representative II		15.84
01043 - Customer Service Representative III		17.79
01051 - Data Entry Operator I		15.34
01052 - Data Entry Operator II		16.74
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.28
01090 - Duplicating Machine Operator		17.28
01111 - General Clerk I		14.03***
01112 - General Clerk II		15.31
01113 - General Clerk III		17.20

01120 - Housing Referral Assistant	22.46
01141 - Messenger Courier	14.29***
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
01261 - Personnel Assistant (Employment) I	17.63
01262 - Personnel Assistant (Employment) II	19.71
01263 - Personnel Assistant (Employment) III	21.97
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	15.30
01300 - Scheduler Maintenance	18.01
01311 - Secretary I	18.01
01312 - Secretary II	20.14
01313 - Secretary III	22.46
01320 - Service Order Dispatcher	17.47
01410 - Supply Technician	29.11
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	15.15
01531 - Travel Clerk I	15.62
01532 - Travel Clerk II	16.79
01533 - Travel Clerk III	18.02
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.70
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.12***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.15***
07041 - Cook I	13.08***
07042 - Cook II	15.03
07070 - Dishwasher	10.52***
07130 - Food Service Worker	11.72***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	10.03***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	10.24***
09080 - Furniture Refinisher	15.32
09090 - Furniture Refinisher Helper	12.02***
09110 - Furniture Repairer Minor	13.78***
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.77***
11060 - Elevator Operator	12.95***
11090 - Gardener	21.03
11122 - Housekeeping Aide	13.28***
11150 - Janitor	13.28***
11210 - Laborer Grounds Maintenance	15.66
11240 - Maid or Houseman	11.53***
11260 - Pruner	13.84***

11270 - Tractor Operator	19.24
11330 - Trail Maintenance Worker	15.66
11360 - Window Cleaner	15.03
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	21.68
12012 - Certified Occupational Therapist Assistant	35.61
12015 - Certified Physical Therapist Assistant	35.12
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.39
12072 - Licensed Practical Nurse II	21.68
12073 - Licensed Practical Nurse III	24.17
12100 - Medical Assistant	16.98
12130 - Medical Laboratory Technician	26.50
12160 - Medical Record Clerk	18.67
12190 - Medical Record Technician	20.88
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	39.84
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.74
12280 - Phlebotomist	17.56
12305 - Radiologic Technologist	29.53
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.86
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.17

14042 - Computer Operator II	22.55
14043 - Computer Operator III	25.16
14044 - Computer Operator IV	29.85
14045 - Computer Operator V	33.04
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	20.17
14160 - Personal Computer Support Technician	29.85
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	47.60
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	34.30
15070 - Flight Instructor (Pilot)	47.60
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot Fixed Jet/Prop	47.60
15086 - Maintenance Test Pilot Rotary Wing	47.60
15088 - Non-Maintenance Test/Co-Pilot	47.60
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.94***
16030 - Counter Attendant	10.94***
16040 - Dry Cleaner	14.05***
16070 - Finisher Flatwork Machine	10.94***
16090 - Presser Hand	10.94***
16110 - Presser Machine Drycleaning	10.94***
16130 - Presser Machine Shirts	10.94***
16160 - Presser Machine Wearing Apparel Laundry	10.94***
16190 - Sewing Machine Operator	14.90***
16220 - Tailor	16.02
16250 - Washer Machine	12.02***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.32
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93***
21071 - Order Filler	14.57***
21080 - Production Line Worker (Food Processing)	17.32
21110 - Shipping Packer	16.39
21130 - Shipping/Receiving Clerk	16.39
21140 - Store Worker I	12.67***
21150 - Stock Clerk	18.37
21210 - Tools And Parts Attendant	17.32
21410 - Warehouse Specialist	17.32
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.14
23019 - Aircraft Logs and Records Technician	31.80
23021 - Aircraft Mechanic I	37.33
23022 - Aircraft Mechanic II	39.14
23023 - Aircraft Mechanic III	40.96

23040 - Aircraft Mechanic Helper	26.78
23050 - Aircraft Painter	35.44
23060 - Aircraft Servicer	31.80
23070 - Aircraft Survival Flight Equipment Technician	35.44
23080 - Aircraft Worker	33.63
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.63
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.33
23110 - Appliance Mechanic	19.55
23120 - Bicycle Repairer	19.15
23125 - Cable Splicer	27.55
23130 - Carpenter Maintenance	19.37
23140 - Carpet Layer	19.04
23160 - Electrician Maintenance	23.75
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	19.15
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.33
23381 - Ground Support Equipment Servicer	31.80
23382 - Ground Support Equipment Worker	33.63
23391 - Gunsmith I	19.15
23392 - Gunsmith II	22.00
23393 - Gunsmith III	24.42
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.09
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.21
23430 - Heavy Equipment Mechanic	26.05
23440 - Heavy Equipment Operator	20.97
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	23.19
23470 - Laborer	14.93***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist Maintenance	21.29
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	25.87
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	17.81
23790 - Pipefitter Maintenance	26.55
23810 - Plumber Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	24.42
23850 - Rigger	26.09
23870 - Scale Mechanic	22.00
23890 - Sheet-Metal Worker Maintenance	22.12
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	20.38
23965 - Well Driller	21.63
23970 - Woodcraft Worker	24.42
23980 - Woodworker	19.15

24000 - Personal Needs Occupations	
24550 - Case Manager	18.06
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	10.04***
24620 - Family Readiness And Support Services Coordinator	18.06
24630 - Homemaker	18.06
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	21.18
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	21.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.64
27007 - Baggage Inspector	14.10***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.10***
27102 - Guard II	16.92
27131 - Police Officer I	31.39
27132 - Police Officer II	34.89
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.42***
28042 - Carnival Equipment Repairer	15.76
28043 - Carnival Worker	10.37***
28210 - Gate Attendant/Gate Tender	14.18***
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57***
28515 - Recreation Specialist	19.34
28630 - Sports Official	12.63***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.45
29020 - Hatch Tender	28.45
29030 - Line Handler	28.45
29041 - Stevedore I	26.91
29042 - Stevedore II	29.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.42
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.95
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.97
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	26.83
30052 - Cryogenic Technician II	29.63
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40

30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	24.23
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	29.63
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	29.63
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	27.60
30492 - Unexploded Ordnance (UXO) Technician II	33.39
30493 - Unexploded Ordnance (UXO) Technician III	40.02
30494 - Unexploded (UXO) Safety Escort	27.60
30495 - Unexploded (UXO) Sweep Personnel	27.60
30501 - Weather Forecaster I	26.83
30502 - Weather Forecaster II	32.63
30620 - Weather Observer Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.39
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	10.91***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver Light	18.75
31362 - Truckdriver Medium	20.37
31363 - Truckdriver Heavy	23.34
31364 - Truckdriver Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.28
99030 - Cashier	11.14***
99050 - Desk Clerk	11.72***
99095 - Embalmer	24.05
99130 - Flight Follower	27.60
99251 - Laboratory Animal Caretaker I	13.18***
99252 - Laboratory Animal Caretaker II	14.42***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	20.02
99711 - Recycling Specialist	24.59
99730 - Refuse Collector	17.69
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	11.54***
99830 - Survey Party Chief	27.65
99831 - Surveying Aide	16.57
99832 - Surveying Technician	21.23
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	19.03
99842 - Vending Machine Repairer Helper	15.46

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage

rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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



Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2022-15(R), repealing Resolution No. 2015-11(R), adopting Rules of Procedure for the Board of Review, adopted by Ordinance No. 2022-01.

Recommendation

Motion to approve Item as presented.

Discussion

In accordance with Ordinance No. 2022-01, repealing Ordinance No 2014-19, to create a Code of Conduct and establish a Board of Review, the City Council shall establish time limits and other rules of procedure for a hearing and relating to the participation of any person in the hearing.

The City Council of the City of Wylie desires for all of its citizens to have confidence in the integrity, independence, and impartiality of those who act on their behalf in government.

Resolution No. 2022-15(R) outlines the rules that shall govern the Board of Review in its meetings, hearings, deliberations and findings, and conforms with adopted ordinances.

Financial Summary/Strategic Goals

RESOLUTION NO. 2022-15(R)**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING RESOLUTION 2015-11(R) ADOPTING RULES OF PROCEDURES FOR THE BOARD OF REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wylie desires for all of its citizens to have confidence in the integrity, independence, and impartiality of those who act on their behalf in government; and

WHEREAS, this proposed Rules of Procedure for the Board of Review sets out the guidelines by which the Board of Review will review and act on all inquiries;

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

SECTION 1: The following rules shall govern the Board of Review:

A. Creation and appointment

The Board of Review (BOR) is created by Wylie Ordinance No. 2022-01 and serves at the will of the City Council. The BOR shall consist of five (5) regular members and two (2) alternates who will serve no more than one (1) term of two (2) consecutive years, with the exception of the inception to achieve staggered terms. The members will be resident citizens of the City and may not serve on any other Council appointed Board or Commission during their term. City of Wylie employees may not serve on the Board. The BOR members are required to complete Open Meetings Act training and receive Certificate of Completion by the first ninety (90) days of first year appointment.

B. Powers and Duties of the Commission

In response to a complaint, the Reviewing Attorney shall issue advisory opinions and waivers on ethical issues arising under Ordinance No. 2022-01. In response to a complaint, the BOR shall issue findings and refer violations of Ordinance No. 2022-01 to the City Council.

C. Officers

The BOR shall select from among its members in the first meeting (and at such other times as these offices may become vacant), a Chairperson and Vice-Chairperson to serve for a period of one (1) year. In the absence of both the Chairperson and Vice-Chairperson, the Commission shall elect an Acting Chairperson.

D. Officers Duties

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

E. Quorum

A quorum shall consist of three (3) members. No matters may be handled without the presence of a quorum and all votes shall be by a majority of members present.

F. Conflict of Interest

Should any member of the BOR feel they have a conflict of interest with an agenda item before the BOR, they should fill out a conflict of interest form prior to the meeting and openly declare same before discussion proceeds. The member is thereby prohibited from discussing the item or voting on the question.

G. Abstention

Should any member of the BOR choose to abstain from voting on any question before the Commission, where no declared conflict of interest exists, their vote shall be recorded as an affirmative vote in the official minutes of the City of Wylie.

H. Agendas

An agenda shall be prepared by the City Manager or his/her designee for each meeting of the BOR. The agenda shall be posted as required by law seventy-two (72) hours prior to the meeting.

I. Meetings

The BOR shall meet as necessary at 6:00 pm in the Council Chambers of the Wylie Municipal Complex, unless noted otherwise. All meetings shall be open to the public, and the public is encouraged to attend. The unexcused absence of any BOR member from three (3) consecutive regularly scheduled meetings, unless excused by the BOR for good and sufficient reason as determined by the BOR, shall constitute a resignation from the Board of Review.

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

J. Minutes of Meetings

Minutes of all meetings shall be kept by the City Secretary, and are subject to amendment and ratification by the BOR at a regular meeting. The minutes of the BOR proceedings shall show the overall vote or if absent or failing to vote, shall reflect that fact.

K. Complaint Form

Complaints shall be in writing and filed by sworn affidavit with the City Secretary in accordance with Section 8(G) of Ordinance No. 2022-01. The form shall contain a statement that must be signed and which states that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint is true. The complaint shall describe the facts that constitute the violation of the code of conduct in sufficient detail so that the Reviewing Attorney, BOR, and the person who is the subject of the complaint can reasonably be expected to understand the nature of any offense that is being alleged.

L. Complaint Process

1. The City Secretary will not accept complaints or inquiries about actions that took place or became known to the complainant more than 6 months prior to the date of the filing of the complaint.
2. The City Secretary shall notify and provide a copy of the full Complaint to the City Official who is the subject of the Complaint, the City Attorney, the City Manager, and the Reviewing Attorney within three (3) days from the day the complaint was filed. The notification shall include a copy of any portion of Ordinance No. 2022-01 that is alleged to have been or that may be violated; and the BOR's rules for dealing with complaints or inquiries.
3. Confidentiality. No City Official shall reveal information relating to the filing or processing of a Complaint, except as required for the performance of Official duties. Documents relating to a Complaint will be maintained by the City Secretary in accordance with applicable records retention laws and are confidential, to the extent permitted by law.

4. Prior to the review by the BOR, the Reviewing Attorney shall first determine:
 - a. If the BOR has jurisdiction over the alleged violation; and
 - b. If the alleged violation, if true, would or would not constitute a violation of Ordinance No. 2022-01.

M. Action of the Board

The BOR shall meet within forty-five (45) days of receiving a referral of a complaint from the Reviewing Attorney, unless extended by the City Council. The BOR shall schedule the hearing at a time that is reasonably convenient to both the person who submitted the complaint (“Complainant”) and the subject of the complaint (“Respondent”). The BOR may alter the timeline upon the request of the Respondent for more time to prepare.

1. The BOR may dismiss a complaint without hearing if:
 - a. The alleged violation is a minor or de minimis violation;
 - b. The complaint is, on its face, frivolous, groundless, or brought for purposes of harassment;
 - c. The matter has become moot because the Respondent is no longer an elected official or Administrative Board or Advisory Board member;
 - d. The Respondent had obtained a waiver or an advisory opinion under Paragraph G(5)a of Section 8 of Ordinance No. 2022-01 permitting the conduct.
 - e. The Respondent comes into voluntary compliance;
 - f. The Complainant does not appear at hearing and if, in the opinion of the board, it would be unfair to the Respondent not to have the opportunity to examine the person.
2. If the BOR dismisses a complaint, the reason for dismissal shall be in writing, submitted to the Complainant, and made available to the public within forty-five (45) days of considering the complaint.

N. Hearings

The BOR shall have hearings at meetings, which are open to the public, on complaints which have not been dismissed pursuant to paragraph G(7) of Section 8 of the Ordinance No. 2022-01. The Board shall allow the Respondent to designate a representative if he or she wishes to be represented by someone else, to present evidence, and to cross-examine witnesses. The BOR shall give the Complainant and the Respondent sufficient time to examine and respond to any evidence not presented to them in advance of the hearing if that evidence is not excluded.

Hearings will be conducted following the general guidelines listed below:

1. Introduction of agenda item by the Chairperson;
2. Report by the City Manager, City Attorney or designee;
3. Presentation by complainant;
4. Presentation by Respondent or their representative.
5. Questioning by the BOR of the Complainant; Respondent or representative, and witnesses with information relevant to the complaint;
6. BOR query of Staff;
7. BOR discussion and action pertaining to the issue of the hearing.

O. Evidence

Only relevant evidence and testimony will be received. All witnesses must be sworn in by the Chairperson prior to giving testimony. Information and other physical evidence should be submitted to the Chairperson of the Board or designee at least three (3) business days prior to the meeting. The BOR may exclude evidence not submitted timely. Any BOR member having new factual information regarding agenda items shall make that information known to all BOR members at least three (3) days prior to the meeting.

P. Deliberations and Findings

Deliberations on complaints are to be conducted in open session. BOR members who have not been present for the hearing shall not participate in formulating a finding.

In determining their findings, the BOR shall:

1. Base a finding of a violation upon preponderance of the evidence.
2. Take into consideration the severity of the offense; the presence or absence of any intention to conceal, deceive, or mislead; whether the violation was deliberate, negligent, or inadvertent; and whether the incident was isolated or part of a pattern.
3. Have the option to issue an advisory opinion in response to a complaint, in lieu of making findings, where deemed appropriate.

At the conclusion of a hearing in accordance with these rules promulgated under Ordinance No. 2022-01, the BOR shall forward its findings as follows:

1. If the Board finds that the Respondent has committed a violation, the Board shall refer the complaint and the BOR record to the City Council for further action.
2. If the Board finds that the Respondent has not committed a violation, the BOR shall dismiss the complaint and forward its finding to the City Council.

All findings shall be in the form of a motion. A motion to approve any matter before the Board or to recommend any action shall require a majority favorable vote of the members present. Failure of the Board to secure a majority concurring vote to approve or recommend action shall be recorded in the minutes as a failed motion.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 10th day of May 2022.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Brent Parker

Account Code: _____

Subject

Consider, and act upon, the employment agreement between the City of Wylie, Texas and Brent Parker, and authorize the Mayor to execute the agreement.

Recommendation

Motion to approve Item as presented.

Discussion

Financial Summary/Strategic Goals



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2022 and ending May 2023.

Recommendation

Motion to approve the appointment of _____ as Mayor *pro tem* for a term beginning May 2022 and ending May 2023.

Discussion

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



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, a change in zoning from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Ln. (ZC 2022-09).

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Kelli Hohenstein

APPLICANT: Kelli Hohenstein

The applicant is requesting an amended Planned Development to allow for an accessory dwelling unit (ADU) on the property. The purpose of the PD amendment request is to allow the construction and occupation of a new 4,000 square foot single family home while maintaining the existing structure that currently serves as the home for the property.

The applicant bought the 27-acre property in 2015 with an existing 2,100 square foot dwelling. In 2018 the applicant applied, and was approved for, a Planned Development to allow for the construction of a 4,000 square foot log cabin style home. The PD was required at the time to allow for the log-style building materials. State law has since changed, allowing any building material that meets the building code.

While the log-cabin design would be allowed by-right, the desire now is to also keep the existing 2,100 sq. ft. home after completion of the new larger house (which has changed in design). However, the zoning ordinance allows for only one single family home per lot in the Single Family - Estate District (SF-ED). Having two habitable structures on the same lot requires a Planned Development.

The stated intent of use for the ADU after the completion of the main home is as a pool house, game area, and guest home. However, there are no PD Conditions limiting the ADU to those uses, mainly due to limited enforcement options. The provided zoning exhibits show the existing home and the proposed new home. The surrounding properties are zoned Agricultural and are generally developed as SF-ED.

The ADU is limited in size to 60% of the size of the main home with a height of 30' instead of the main structure height of 40'. The ADU is required to be set back behind the main structure. The PD Conditions also allow the continued and reasonably expanded use of septic systems for the two dwellings.

Notifications/Responses: Seven notifications were mailed; with no responses returned in favor or in opposition of the request. As the property is over 27 acres, the surrounding properties are also large single-family lots, and no responses have been received in opposition to the request. Planning Staff is recommending approval of the PD.

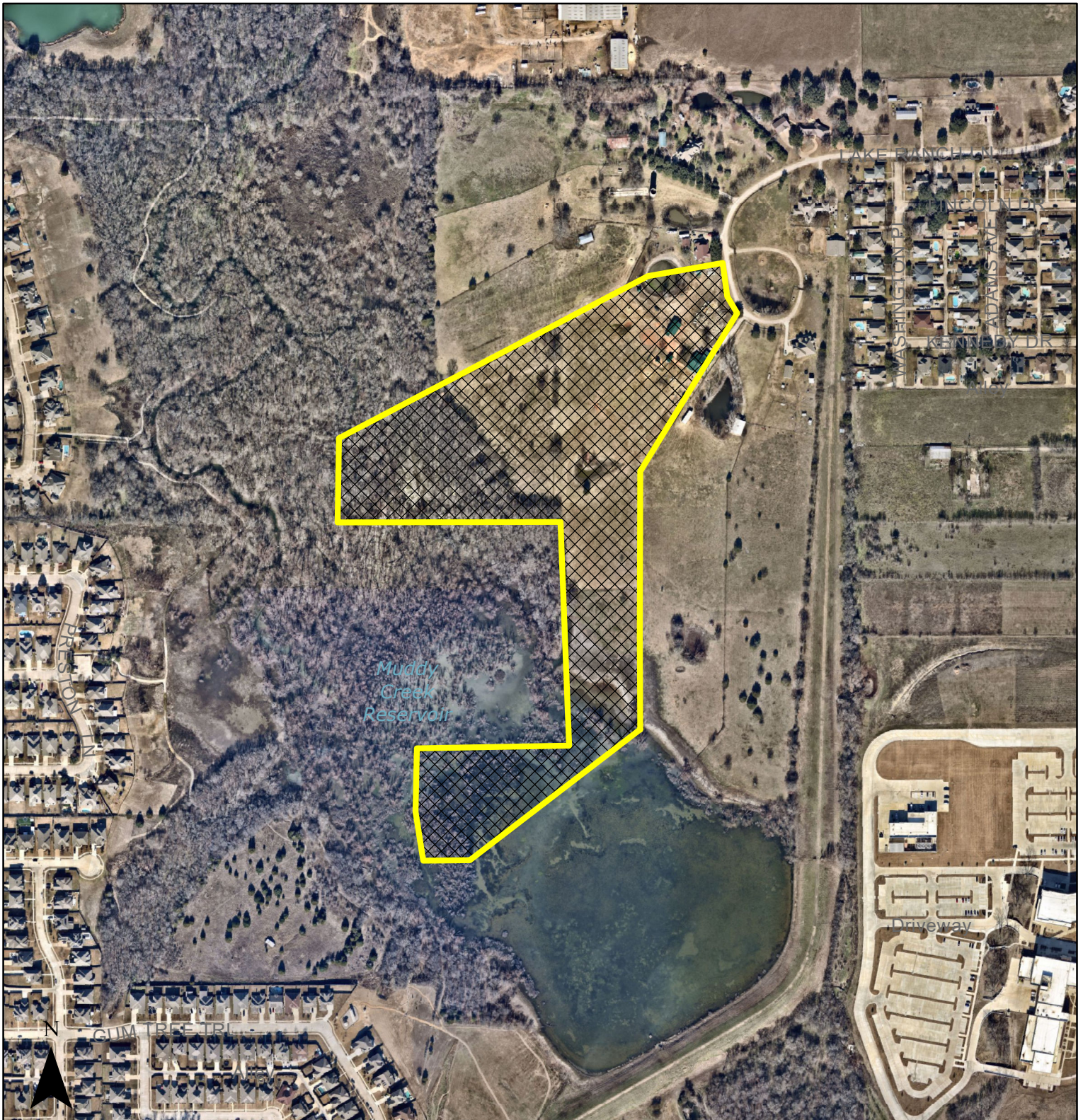
P&Z Commission Discussion

With the Commissioners signaling the idea of ADUs on large lots was reasonable, the Commission voted 4-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management

Locator Map

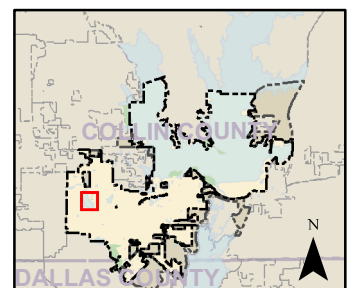


Lake Ranch (ZC 2022-09)



Subject Property

0 230 460 920 1,380 1,840 Feet



Lake Ranch Lot 8A

EXHIBIT "B"

Conditions For Planned Development

I. PURPOSE:

The purpose of this Planned Development is to allow for the residential development of a primary residence and the allowance of an accessory dwelling unit on the same lot.

II. GENERAL CONDITIONS:

1. These PD Conditions, nor the zoning exhibit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The underlying zoning for this Planned Development shall be Single Family Estate District (SF-ED). Unless otherwise specified herein, SF-ED regulations (adopted as of April 2021) shall apply.
3. The design and development of Lake Ranch Lot 8A shall be in accordance with Section III below and the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. Section 3.1.B of the April 2021 Zoning Ordinance is replaced with the following:
 - a. **Purpose:** ED-PD is a residential district for detached houses with a maximum of one Accessory Dwelling Unit (ADU) on individual lots and requiring a minimum lot size of two acres. The cultivation of agricultural crops and livestock are allowed.
 - b. **Permitted Uses:** See Use Chart in Article 5, Section 5.1.
 - c. **Development Standards:** Following are the yard, lot and space requirements for the Estate District - Planned Development, including density, height, lot and unit size.

Figure 3-2 - Estate District - Planned Development (ED-PD)**Lot Dimensions**

Minimum Lot size	Two acres
Minimum Lot width	100 feet
Minimum Lot depth	200 feet

Dwelling Regulations

Minimum main dwelling size	3,000 square feet
Maximum ADU size	60% of main dwelling

Yard Requirements (Main Dwelling)

Front Yard setback	35 feet
Side Yard setback	20 feet
Read Yard	100 feet

Yard Requirements (Accessory Dwelling)

Front Yard setback	70 feet or 10 feet from Main
Side Yard setback	10 feet
Read Yard	25 feet

Structure Heights

Main Dwelling	40 feet
Accessory Dwelling	30 feet
Accessory Structures	30 feet

d. Additional Provisions:

- i. Section 3.4 Residential Design Standards of the April 2021 Zoning Ordinance shall guide all other dwelling and site design unless provided herein.
- ii. A minimum separation of 50 feet between agricultural buildings and dwelling units on the same lot shall be maintained.

- iii. Agricultural buildings for the purpose of this provision means those buildings used for the raising of crops or animals, or for the storage of agricultural equipment, supplies, or products.
 - iv. No more than two animal units per acre of pasture area. A mother and her un-weaned young are considered one animal unit.
 - v. Livestock animals are limited exclusively to chickens or horses and other equine species, cattle, llamas, sheep and goats. Swine and fowl are expressly prohibited. Domestic animals are allowed consistent with the Code of Ordinances. Other types of animals which introduce an unusual disturbance to the community or adjoining property owners shall not be maintained.
 - vi. Accessory structures in the Estate District, except garages, must be located behind the main dwelling in the rear yard.
 - vii. Refer to additional requirements in Article 7, General Development Regulations.
2. Section 3.F.1 Building Bulk and Articulation is replaced with the following:
 - a. In order to avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions. At least 20 percent of the façade shall be offset a minimum of 1 feet either protruding from or recessed back from the remainder of the façade.
 3. Section 3.F.3 Exterior Façade Materials is replaced with the following:
 - a. All residential units shall be constructed of materials compatible with the International Building Code in effect at the time of permitting. Glazing shall not exceed twenty-five (25) percent of the front elevation of the residence.
 4. Section III.3.6.F of the Subdivision Regulations is replaced with the following:
 - a. A maximum of two septic tanks are allowed on the property, limited in capacity to the needs of the dwelling units as determined by the City Building Official.



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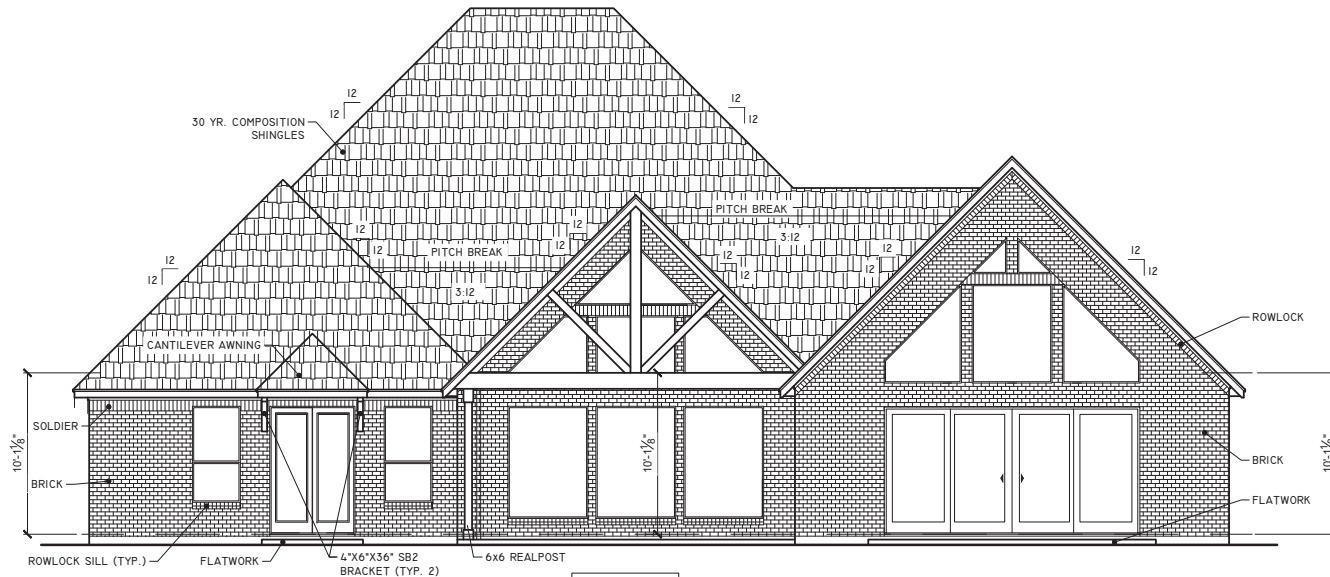




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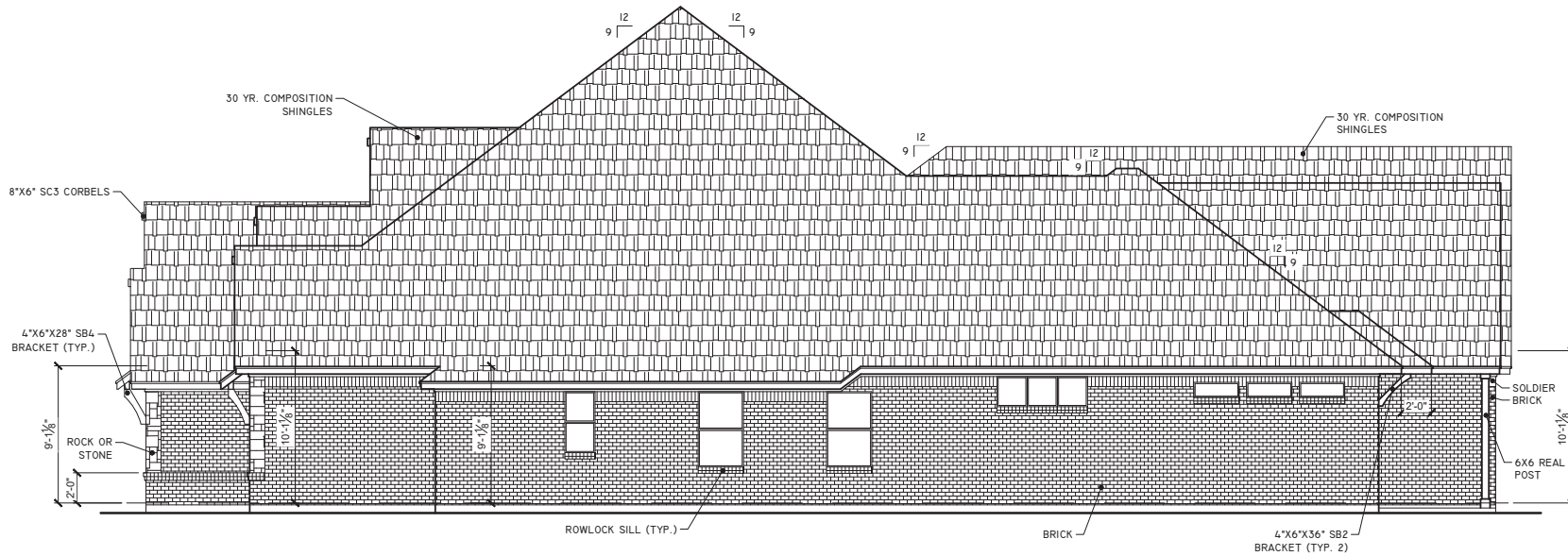
FINAL PLANS
10/22/21

DATE: _____
PURCHASER / OWNER: Belli Holenstein
PURCHASER / OWNER: _____
SALES CONSULTANT: _____
CONSTRUCTION SUPERINTENDENT: _____



REAR ELEVATION

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



RIGHT ELEVATION

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

COPYRIGHT 2020, ALL RIGHTS RESERVED.
THESE PLANS MAY NOT BE DUPLICATED WITHOUT THE EXPRESSED WRITTEN
CONSENT OF DUSTIN AUSTIN ENTERPRISES INC., DBA "OUR COUNTRY HOMES"



Date:
11-3-20
Designer:
DWV

SHEET

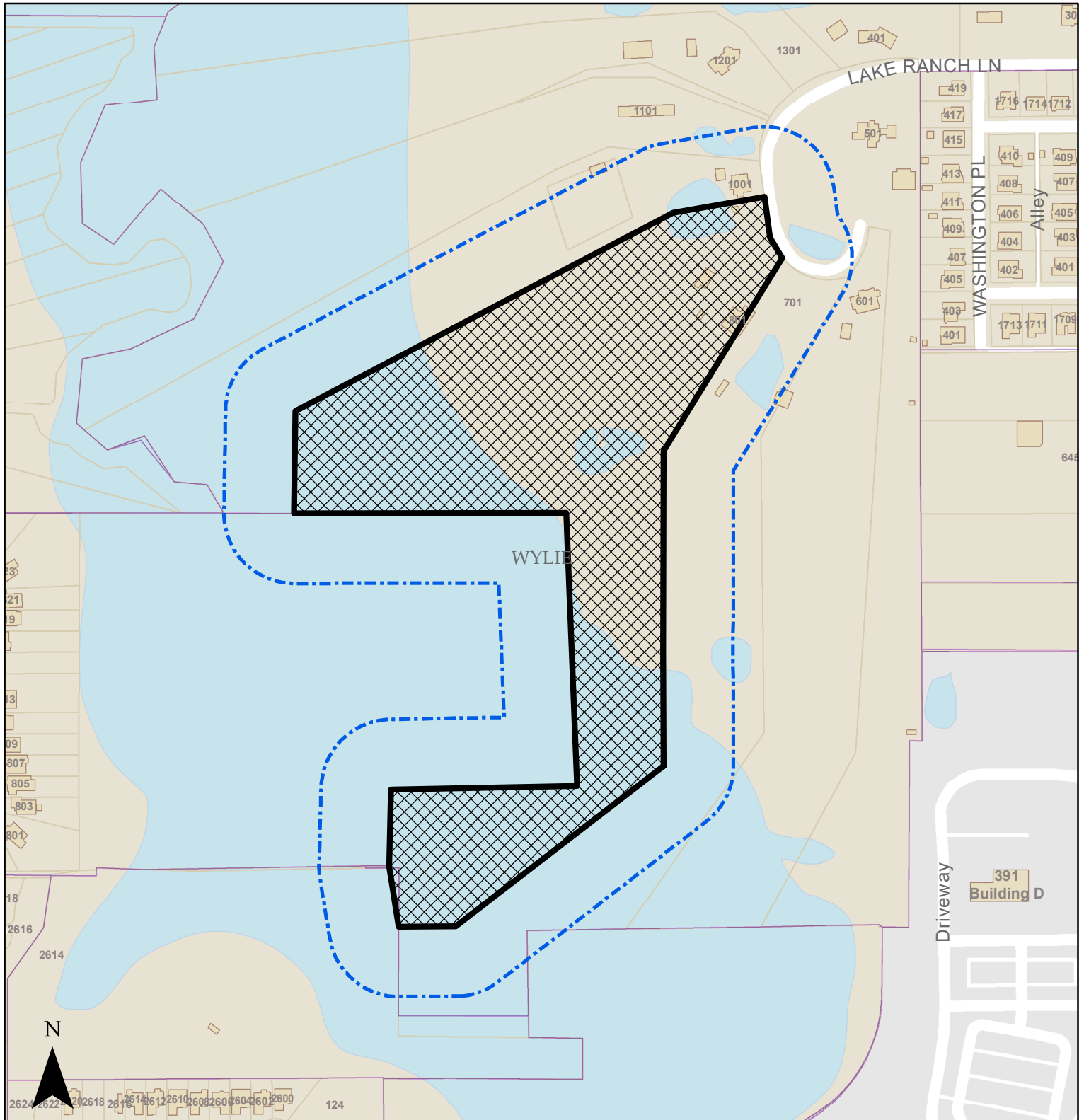
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BROCKDALE SERIES

OUR COUNTRY HOMES
700 W. HARWOOD ROAD # G2
HURST, TX. 76054
817-281-3388 www.ourcountryhomes.com

BEANS & HOHENSTEIN RESIDENCE
801 LAKE RANCH LANE
BOYOL
WYLLIE, TEXAS

Notification Map



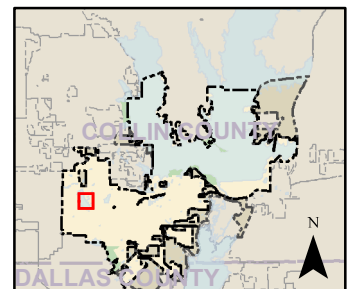
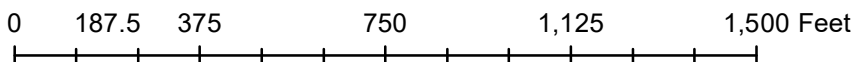
Lake Ranch (ZC 2022-09)



200 Foot Notification Buffer



Subject Property





Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Glenna Hayes

Account Code: _____

Subject

Consider, and act upon, the award of bid #W2022-41-B Standby Generators for East Brown Street, Newport Harbor and Nortex Pump Stations in the amount of \$1,382,469.00 to McDonald Municipal & Industrial, a division of C.F. McDonald Electric Inc., and authorizing the Interim City Manager to execute any and all necessary documents.

Recommendation

Motion to approve Item as presented.

Discussion

Protecting our potable water system is a priority for the City. Nothing made staff more aware of this as Winter Storm Uri limiting the City's pump station power supply in 2020. As the City's population grows, providing backup generator power to each water pump station site is increasingly important. If any of the sites loses power, backup generation can continue to supply water (pressure) to towers, homes, and businesses and help avoid health concerns typically associated with boil water notices.

In March 2020, City staff selected the engineering firm of Birkhoff, Hendricks & Carter L.L.P. (BHC) to develop the design and bid specifications for Wylie bid #W2022-41-B Standby Generators for East Brown Street, Newport Harbor, and Nortex Pump Stations. Section E5 of the bid specification listed three (3) acceptable manufacturers, and in response to a vendor inquiry during the bid process, Addendum No. 1 was issued allowing for the consideration of alternative manufacturers subject to final determination by the City and BHC. The bid was distributed electronically through CivCast, 58 firms viewed the bid and the City received five (5) offers from four (4) firms.

The bid specification contained "Manufacturer Requirements" (Section E5) "to be classified as a manufacturer, the builder of the generator set must manufacture at a minimum, engines or alternators." The requirement was included in the bid specification to assure the City is receiving bids from established contractors that have a proven record of successful projects, using equipment with parts that are readily available. Four (4) of the offers received were for alternative manufacturers (Taylor Power Systems and AKSA Power Generation), and one (1) offer was for a pre-approved manufacturer (Caterpillar Inc.). The City requested technical documents which were reviewed by BHC, and the final determination is that Taylor Power Systems and AKSA Power Generation products do not meet the requirements of the bid specification. The apparent low bidder McDonald Municipal & Industrial also submitted a second bid in the amount of \$1,382,469 which meets the requirements of the bid specification Section E5 utilizing Caterpillar Inc. products. Their client history and references were reviewed, and found to have successfully completed similar projects with positive results.

Staff recommends the award of bid #W2022-41-B for Standby Generators for East Brown Street, Newport Harbor and Nortex Pump Stations to McDonald Municipal & Industrial, a division of C.F. McDonald Electric Inc., in the amount of \$1,382,469.00 as providing the best overall value to the City.

Financial Summary/Strategic Goals

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
JULIAN T. LE, P.E.
COOPER E. REINBOLD, P.E.

April 29, 2022

Ms. Glenna Hayes, C.P.M.
Purchasing Manger
City of Wylie
300 Country Club Road
Wylie, Texas 75098

Re: Analysis of Submissions for Wylie Bid #W2022-41-B
Standby Generators for East Brown Street Pump Station, Newport Harbor Pump Station, and Nortex Pump Station

Dear Ms. Hayes:

The City received five (5) offers on March 24, 2022, in response to the above referenced bid. BH&C were provided with copies of the offers, and we understand that the City of Wylie has the original offers and bid bonds which will be returned to the bidders after award of the construction contract.

Per the terms of PSPO #W2020-52-E between the City and BHC, we have received and reviewed the technical information for the generator products submitted in response to bid #W2022-41-B. During the bidding process the City issued Addendum No. 1 allowing alternate generator manufacturers in addition to the three (3) pre-qualified and listed acceptable generator manufacturers. Alternate generator products submitted by the bidders were Taylor Power Systems and AKSA Power Generation. In accordance with Addendum No. 1, the City retains the right of determine the acceptability of the generator, and all decisions by the City are final.

<u>Bidders:</u>	<u>Generator Mfr.</u>	<u>Bid Amount</u>
McDonald Municipal & Industrial	Taylor Power Systems	\$1,342,469.00
Clark Electric Inc.	AKSA Power Generation	\$1,355,913.16
Prater Electric	AKSA Power Generator	\$1,370,353.00
McDonald Municipal & Industrial	Caterpillar	\$1,382,469.00
Dake Construction	AKSA Power Generator	\$1,520,910.00

The technical specifications for this project included requirements for the generators in Section E5 – Standby Generator Set. Section E5.06 Manufacturers Qualifications, Subparagraph A, on page E5-3, lists Caterpillar, Cummins, or Kohler as three acceptable generator manufacturers. These three manufacturers have provided equipment meeting the technical specifications on many other generator projects that we have completed.

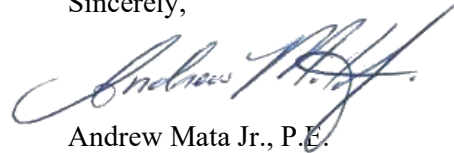
Section E5.06 Manufacturers Qualifications, Subparagraph C, on page E5-3, states, “To be classified as a manufacturer, the builder of the generator sets must manufacture, at a minimum, engines, or alternators. The Taylor and AKSA alternate generator products do not comply with this technical specification requirement and therefore are not equivalent to the listed generator manufacturers.

The apparent low bidder also submitted an alternate bid with the Caterpillar generator product in the amount of \$1,382,469.00. Caterpillar is listed as an approved manufacturer and meets the technical specification requirements. We checked several references that McDonald Municipal and Industrial, Inc. provided and found no irregularities on the Contractor from the references. We also reviewed the Contractor's statement of qualifications provided with the bidding documents. It appears that McDonald Municipal and Industrial, Inc. has successfully completed similar construction projects in cities such as the City of Bay City, Pearland, Flower Mound, Colleyville, and Garland, TX. The contractor's references for municipal and private development provided overall positive feedback on the projects listed and completed.

Based on our review of the bidder's references, statement of qualifications and performance record provided by the references, it is our opinion that McDonald Municipal and Industrial, Inc., has the equipment and experience to properly pursue this project. We recommend the City accept the alternate bid from McDonald Municipal and Industrial, Inc. and award them a contract in the total amount bid of \$1,382,469.00 for the construction of the Standby Generators project.

We are available at your convenience to discuss any questions you may have with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew M. Jr.", with a stylized flourish at the end.

Andrew Mata Jr., P.E.

Enclosures

cc: Mr. Timothy J. Porter, P.E., C.F.M. (City Engineer)



BID TABULATION

W2022-41-B

STANDBY GENERATORS

EAST BROWN, NEWPORT HARBOR and NORTEX PUMP STATIONS

Bids Due Prior to: MARCH 24, 2022 @ 3:00 pm (CST)

Respondents:

MCDONALD MUNICIPAL & INDUSTRIAL	\$1,342,469.00	(Taylor Power Systems)
CLARK ELECTRIC INC.	\$1,356,000.00	Corrected: \$1,355,913.16 (AKSA Power Generation)
PRATER ELECTRIC	\$1,370,353.00	(AKSA Power Generation)
MCDONALD MUNICIPAL & INDUSTRIAL	\$1,382,469.00	(Caterpillar Inc.)
DAKE CONSTRUCTION	\$1,520,910.00	(AKSA Power Generation)

*NOTE: Determination of lowest responsive, responsible bidder is subject to verification of equipment equivalency based upon the bid specifications.

I certify that the above includes all firms who submitted a bid and that pricing is as submitted.

Glenna Hayes

March 28, 2022

Glenna Hayes C.P.M., A.P.P. Purchasing Manager

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2022-39 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve Item as presented.

Discussion

We use Swagit to assist with the streaming of our Council meetings. Our current hardware is outdated, out of warranty and end of life and we cannot get replacement parts. Swagit completed a site survey and gave us a proposal that will update our hardware to current technology and also includes a closed captioning system. Total upfront hardware costs are just under \$75,000. The updated streaming and closed captioning monthly costs will be \$2,045 per month.

Financial Summary/Strategic Goals

The overall effect of this amendment is to increase the General Fund budget by \$83,180 which will reduce the fund balance by the same amount.

\$75,000 for equipment

June - September \$8,180 for streaming costs

ORDINANCE NO. 2022-39

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-43, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2021-2022; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Ordinance No. 2021-43 setting forth the Budget for Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022; and,

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

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

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

WHEREAS, the City Council has determined that the proposed amendments to the FY 2021-2022 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION I: The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-39, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

SECTION II: All portions of the existing FY 2021-2022 Budget and Ordinance No. 2021-43, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 10th day of May, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
Information Technology - Upgrade to Council Streaming Equipment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	5155	58810	Computer Hardware/Software	75,000.00	
100	5112	56040	Special Services	8,180.00	
				83,180.00	0.00



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, the appointment of a 2022 Board and Commissions City Council Interview Panel to conduct the May 2022 board applicant interviews.

Recommendation

Motion to appoint, _____, _____, and _____ to serve on the 2022 Boards and Commissions City Council Interview Panel.

Discussion

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

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

Proposed interview meeting dates will be Wednesday June 1, 2022 and Thursday, June 2, 2022, and an alternate (if needed) date of Friday, June 3, 2022 from approximately 5:30 p.m. - 9:00 p.m. each night. Immediately following the final night interviews, the panel will deliberate on recommendations to be submitted to the full Council at the June 14, 2022 Wylie City Council meeting. This timeline for approval by June 14 will allow time for each member to be sworn in at the June 28 City Council meeting, attend orientation on June 29, and begin their terms on July 1, 2022. All Council members will receive the scheduled appointment list and all applications submitted prior to the interview process.

RESOLUTION NO. 2006-17(R)**A RESOLUTION OF THE CITY OF WYLIE, TEXAS ADOPTING PROCEDURES FOR THE WYLIE BOARDS AND COMMISSION INTERVIEW PROCESS AND THE APPOINTMENT OF THE 2006-07 BOARDS AND COMMISSION INTERVIEW PANEL.**

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

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

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

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

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

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

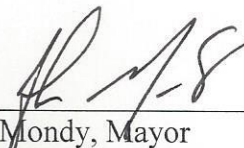
SECTION 2: That applications and scheduling of applicants to be interviewed by the Selection Panel will be completed by the City Secretary and provided to the City Council.

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

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

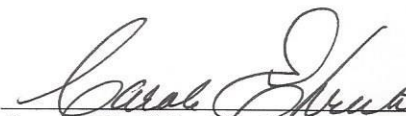
SECTION 5: Recommendations by the Selection Panel will be made in open session and the recommendations will be presented to Council for discussion and approval.

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



John Mondy, Mayor

ATTEST:



Carole Ehrlich, City Secretary





Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, casting a recommendation for a candidate for the Board of Directors of the North Central Texas Council of Governments (NCTCOG) Executive Board.

Recommendation

Motion to approve casting a recommendation for _____ as a candidate for the Board of Directors of the North Central Texas Council of Governments (NCTCOG) Executive Board.

Discussion

Officers and Directors for the 2022-2023 Council of Governments' Executive Board will be elected at the annual General Assembly meeting on Friday, June 24, 2022, at 12:00 p.m. at the Hurst Conference Center. Officials from member governments are invited to submit recommendations for Board positions.

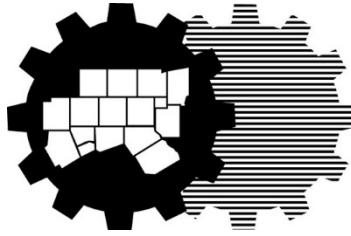
NCTCOG is specifically requesting nominations for the seats representing the following population categories:

- A County between 75,000 – 650,000
- A County less than 75,000
- A City between 200,000 – 350,000
- A City between 100,000 – 200,000
- A City between 50,000 – 100,000
- A City between 50,000 – 350,000
- A City less than 20,000

An Executive Board member must be a local elected official from a member government's policy body. Executive Board members traditionally hold their seats for two years and then rotate off the Board.

Financial Summary/Strategic Goals

Community Focused Government



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

TO: NCTCOG Member Governments

DATE: April 14, 2022

FROM: David Sweet, President
Judge, Rockwall County

SUBJECT: Election of Officers and Directors for 2022-2023 Executive Board

Officers and Directors for the 2022-2023 Council of Governments' Executive Board will be elected at the annual General Assembly meeting on Friday, June 24, 2022, at 12:00 p.m. at the Hurst Conference Center. Officials from member governments are invited to submit recommendations for Board positions. I will Chair a Nominating Committee, consisting of several Past Presidents, that has been appointed to review the recommendations and submit a slate for election at the meeting.

Executive Board members traditionally hold their seats for two years and then rotate off the Board. If, however, a member has served for two years, but is nominated and elected to serve as an officer, that person will continue to fill their current population-based seat on the Board. The current Board President rotates to the position of *Past President*. The *Past President* position does not represent a population category.

We are specifically requesting nominations for the seats representing the following population categories:

- **A County between 75,000 – 650,000**
- **A County less than 75,000**
- **A City between 200,000 – 350,000**
- **A City between 100,000 – 200,000**
- **A City between 50,000 – 100,000**
- **A City between 50,000 – 350,000**
- **A City less than 20,000**

The following items are attached and are also available online for your use and information:

Nomination Form
Executive Board Structure (According to the NCTCOG Bylaws)
Executive Board Open Seats by Population Category
Executive Board Nominating Committee

THE DEADLINE FOR NOMINATIONS IS MAY 12, 2022

You may nominate online using the forms available at www.nctcog.org/nominations or you can return your nomination forms by email to jwatson@nctcog.org.

If you have any questions, please contact me or one of the other members of the Nominating Committee.

ME/jw

North Central Texas Council of Governments

Executive Board Structure (According to NCTCOG Bylaws)

OFFICERS

President

(Elected by General Assembly. Must be a member of the Executive Board.)

Vice President

(Elected by General Assembly. Must be a member of the Executive Board.)

Secretary-Treasurer

(Elected by General Assembly. Must be a member of the Executive Board.)

STANDING MEMBERS

1. Past President

(Automatic position on Executive Board, does not fill a designated seat.)

2. Member of the Legislature

(Ex-Officio, non-voting - Selected by Lottery from among those interested.)

DIRECTORS – Categorical Requirements

Counties (6 Seats)

3. – 6. Representatives of the Four (4) Largest Populated Member Counties

(One selected by each County: Dallas, Tarrant, Collin and Denton)

7. Representative of a Member County with a Population of 75,000-650,000

8. Representative of a Member County with a Population of <75,000

Cities (10 Seats)

9. - 11. Representatives of the Three (3) Largest Populated Member Cities

(One selected by each City: Dallas, Fort Worth, Arlington)

12. Representative of a Member City with a Population of Between 200,000 - 350,000

13. Representative of a Member City with a Population of Between 100,000 - 200,000

14. Representative of a Member City with a Population of Between 50,000 - 100,000

15. Representative of a Member City with a Population of Between 20,000 - 50,000

16. Representative of a Member City with a Population of <20,000

At Large Cities

17. Representative of a Member City with a Population of Between 50,000 - 350,000

18. Representative of a Member City with a Population of <50,000

- ♦ ***An Executive Board member must be a local elected official from a member government's policy body.***
- ♦ ***If a director is elected to an officer position, that director will continue to represent the category that the director was originally elected to serve.***
- ♦ ***No member government may have more than one (1) representative on the Board at any given time unless one of them is serving in the Past President position.***

2022 – 2023 NCTCOG EXECUTIVE BOARD

NOMINATION FORM

Date: _____

I would like to recommend the following **local elected official** (Mayor, Councilmember, County Judge, County Commissioner) for consideration by the Nominating Committee to serve on NCTCOG's Executive Board.

PRINCIPAL NOMINATOR INFORMATION:

NOMINEE INFORMATION:

Name:	Nominee Name:
Title:	Nominee Title:
Local Government Represented:	Nominee Local Government Represented:
	Nominee Population:
Email:	Nominee Email:
Mailing City/State/Zip:	Nominee Mailing City/State/Zip:
Office Phone:	Nominee Office Phone:
Home/Cell Phone:	Nominee Home/Cell Phone:

(PLEASE ATTACH A RESUME OR ADDITIONAL BIOGRAPHICAL INFORMATION)

Additional Supporting Comments:

THE DEADLINE FOR NOMINATIONS IS MAY 12, 2022

PLEASE NOMINATE ONLINE AT www.nctcog.org/nominations
or email the nomination form to the Executive Director's Office at jwatson@nctcog.org

Executive Director's Office
North Central Texas Council of Governments

North Central Texas Council of Governments

2022 Current Executive Board and Open Seats by Population Categories

OFFICERS**2021-2022****2022-2023**

President	David Sweet (2018), County Judge, Rockwall	Andrew Piel (2019), Councilmember, Arlington
Vice-President	Andrew Piel (2019), Councilmember, Arlington	Bill Heidemann (2019), Mayor, Corinth
Secretary/Treasurer	Bill Heidemann (2019), Mayor, Corinth	Officers Must be a Current Board Member

DIRECTORS

Population Categories	2021-2022	2022-2023
<u>COUNTIES</u>		
1. Largest Appointed by Dallas County	Clay Jenkins (2011), County Judge, Dallas	Appointed: Clay Jenkins (2011), County Judge, Dallas
2. 2nd Largest Appointed by Tarrant County	Glen Whitley (2007), County Judge, Tarrant	To be Appointed by County
3. 3rd Largest Appointed by Collin County	Chris Hill (2019), County Judge, Collin	Appointed: Chris Hill (2019), County Judge, Collin
4. 4th Largest Appointed by Denton County	Bobbie Mitchell (2015), Commissioner, Denton	Appointed: Bobbie Mitchell (2015), Commissioner, Denton
5. 75,000 - 650,000	David Sweet (2018), County Judge, Rockwall (officer)	✓
6. <75,000	**Alfonso Campos (10/2020), County Judge, Erath	✓
<u>CITIES</u>		
7. Largest Appointed by City of Dallas	Cara Mendelsohn (2021), Councilmember, Dallas	Appointed: Cara Mendelsohn (2021), Councilmember, Dallas
8. 2nd Largest Appointed by City of Fort Worth	Michael Crain (2021), Councilmember, Fort Worth	Appointed: Michael Crain (2021), Councilmember, Fort Worth
9. 3rd Largest Appointed by City of Arlington	Andrew Piel (2019), Councilmember, Arlington (officer)	Appointed: Andrew Piel (2019), Councilmember, Arlington (officer)
10. 200,000 - 350,000	**Kayci Prince (2020), Mayor Pro Tem, Plano	✓***
11. 100,000 - 200,000	Jorja Clemson (2021), Councilmember, Grand Prairie	**Jorja Clemson (2021), Councilmember, Grand Prairie
12. 50,000 - 100,000	**Tammy Dana-Bashian (2020), Mayor, Rowlett	✓
13. 20,000 - 50,000	Bill Heidemann (2019), Mayor, Corinth (officer)	Bill Heidemann (2019), Mayor, Corinth (officer)
14. <20,000	**Rick Carmona (2020), Mayor, Terrell	✓***
<u>AT LARGE CITIES</u>		
15. 50,000-350,000	Kevin Falconer (2021), Mayor, Carrollton	✓
16. <50,000	Clyde Hairston (2021), Mayor, Lancaster	** Clyde Hairston (2021), Mayor, Lancaster
<u>STANDING MEMBER</u>		
17. Immediate Past President	Ray Smith (2016), Mayor, Prosper (officer)	David Sweet (2018), County Judge, Rockwall (officer)

✓ Open Seat

** 2 Years on Board

✓*** open unless person becomes officer

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
2022 Executive Board Nominating Committee**

David Sweet – President 2021-22; dsweet@rockwallcountytexas.com

Ray Smith – President 2020-21; ray_smith@prospertx.gov

J. D. Clark – President 2019 – 2020; cojudge@co.wise.tx.us

Kevin Strength – President 2018-19; kstrength@waxahachiechamber.com

Tom Lombard – President 2017-18; lombardt@sbcglobal.net

Lissa Smith – President 2016-17; Lissasmith4@gmail.com

Kathryn Wilemon, President 2014-15; kawilemon@aol.com

Steve Terrell, President 2013-14; stevete@swbell.net

Bobbie Mitchell; President 2012-13; Bobbie.Mitchell@dentoncounty.com

Glen Whitley, President 2010-11; gwhitley@tarrantcounty.com

Bobby Waddle, President 2009-10; bgwaddle@flash.net

Chad Adams, President, 2007-08; chad@oakhullinvestments.com

T. Oscar Trevino, Jr., President 2006-07; otrevino@nrhtx.com

Mike Cantrell, President, 2001-02; mikecantrell@tx.rr.com

Mary Poss, President 2000-01; mary@dallastex.com

Gary A. Slagel, President 1994-95; gary.slagel@CapitalSoft.com

Jim Alexander, President 1991-92; jralexander1@verizon.net

Bill Lofland, President 1990-91; bill_lofland@juno.com



Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: Brent Parker

Account Code: _____

Subject

Consider, and act upon, authorizing the Mayor to request an extension with DART for the Collin County Rides Program.

Recommendation

Motion to approve Item as presented.

Discussion

In 2016, the city of Wylie entered into an agreement with DART to provide rider assistance at a reduced or no cost rate. The funding for the program came through the Council of Government (COG), Toyota, and the City. The City's portion of the program was \$32,000 annually. The funding has been exhausted for this program. The DART Board has decided to limit its service to non-service area cities who have a plan to become part of the DART service area through an election to dedicate sales tax. The service will end on September 30, 2022. Staff met with DART representatives to discuss options moving forward. The recommendation was made to request an extension with DART until options can be presented to council on a solution.

Financial Summary/Strategic Goals

Current annual budget is \$32,000.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278



March 21, 2022

Brent Parker, Interim City Manager
City of Wylie
300 Country Club Road
Wylie, TX 75098

Dear Mr. Parker,

Dallas Area Rapid Transit and its Local Government Corporation (LGC) has proudly served eligible residents of the City of Wylie with the rider assistance program, Collin County Rides since February 29, 2016. However, we regret to inform you the LGC will not renew the Inter Local Agreement with the City of Wylie at the conclusion of the current agreement which ends on September 30, 2022. After extensive discussion, DART Board has decided to limit its service to non-service area cities who have a plan to become part of the Dallas Area Rapid Transit service area through an election to dedicate sales tax.

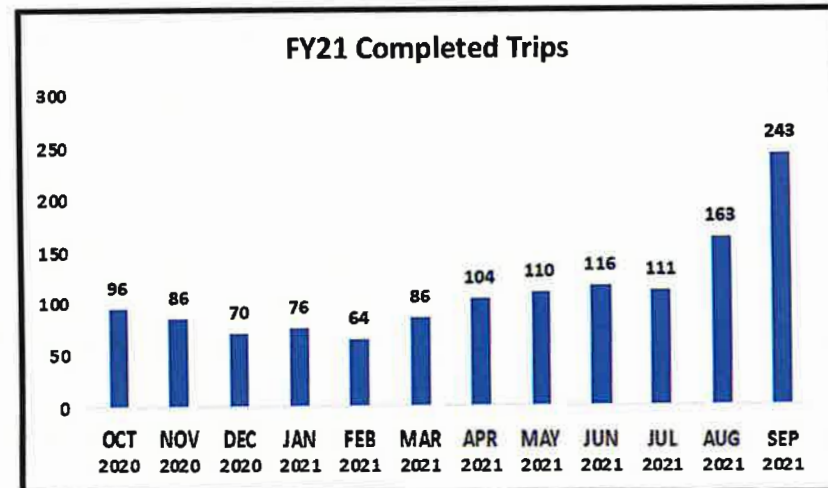
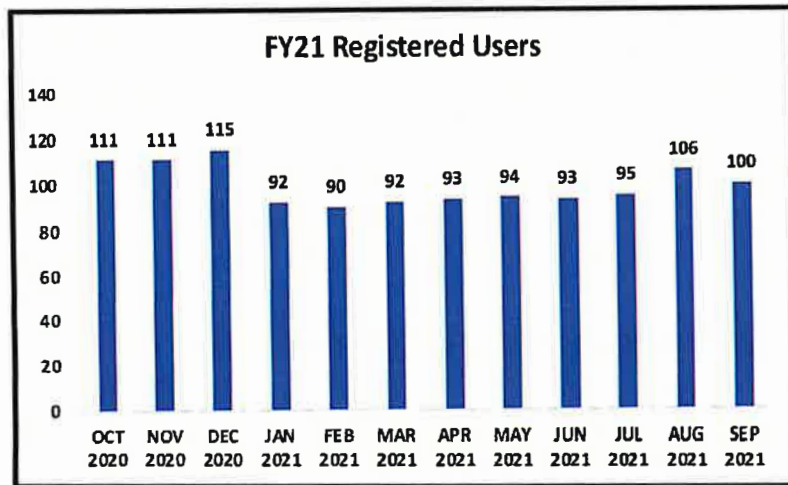
The LGC is committed to assisting the City of Wylie in transitioning the program to a viable alternative that continues to provide safe and reliable transportation to current and future riders. We are happy to meet with the City of Wylie staff to discuss the options for continuing a rider assistance program or other types of service if desired. Since an orderly transition will take time, we recommend meeting in the near future.

The attachment to this letter summarizes the ridership growth since 2021. Because of the growth in usage, DART will exhaust all supplemental grant funding in 2022. Therefore, it will be necessary for the City of Wylie to investigate other sources of funds to supplement the funding provided by the City.

Sincerely,

Ryan McCutchan
Project Manager II
Planning Programs, Service Planning
Dallas Area Rapid Transit (DART)
Office - 214.749.2844
Cell - 469.600.7906
rmccutchan@dart.org

FY 2021 Ridership Metrics – Wylie

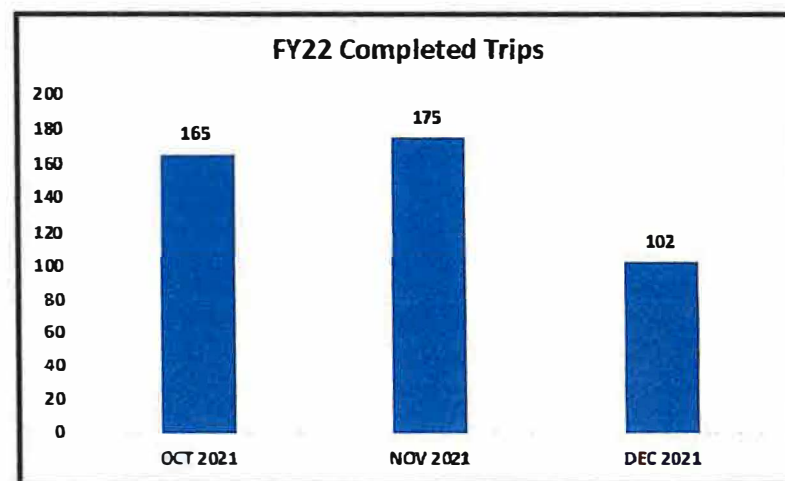
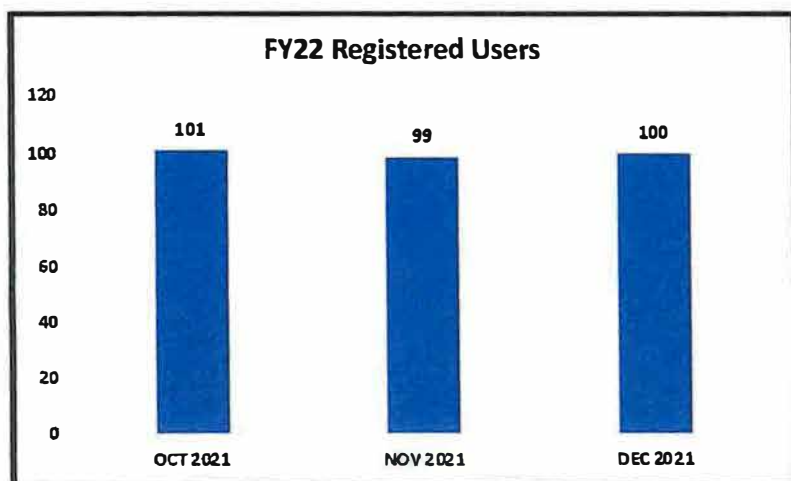


FY2021													
WYLIE	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	Total
FY21 Registered Users	111	111	115	92	90	92	93	94	93	95	106	100	1115
FY21 New Registrants	1	1	2	3	1	4	2	4	3	5	6	4	36
FY21 Completed Trips	96	86	70	76	64	86	104	110	116	111	163	243	1325
FY21 Unique Riders	11	13	10	9	10	10	10	14	15	14	21	17	21
FY21 Fares Collected	\$1,645.35	\$1,086.81	\$1,019.90	\$1,145.00	\$827.80	\$1,126.90	\$1,383.60	\$1,416.90	\$979.15	\$2,018.22	\$2,690.39	\$4,082.82	\$19,422.84

Notes:

- FY21 Registered Users – The decline in FY21 Registered Users in January 2021 was due to riders whose eligibility had expired
- FY21 Completed Trips – Over the course of the year, there was a 153% increase in trips when comparing October 2020 to September 2021
- FY21 Completed Trips – The decline in FY21 Completed Trips in February 2021 can be attributed to the winter weather event
- FY21 Completed Trips – The second half of FY21 (Apr 2021 – Sep 2021) saw an average of 141 Completed Trips per month

FY 2022 Ridership Metrics – Wylie



FY2022				
WYLIE	OCT 2021	NOV 2021	DEC 2021	Total
FY21 Registered Users	101	99	100	101
FY21 New Registrants	5	2	2	9
FY21 Completed Trips	165	175	102	442
FY21 Unique Riders	15	16	14	16
FY21 Fares Collected	\$2,235.24	\$2,715.33	\$1,886.32	\$6,836.89

Notes:

- FY22 Completed Trips – Q1 of FY2022 averaged 147 Completed Trips per month

WYLIE	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY23-25
Trip Costs	\$ 22,722.97	\$ 18,509.14	\$ 20,058.21	\$ 42,998.43	\$ 60,315.80	\$ 84,607.66	\$ 118,682.92	
Fixed Costs			\$ 23,164.54	\$ 22,594.83	\$ 21,632.24	\$ 22,747.64	\$ 23,412.87	
DART Labor			\$ 12,282.98	\$ 18,347.17	\$ 18,989.32	\$ 19,653.95	\$ 20,341.83	
G&A - 11%			\$ 4,754.50	\$ 7,215.26	\$ 9,014.28	\$ 11,809.08	\$ 15,630.54	
Less: Fare Revenue			\$ 5,296.40	\$ 10,749.61	\$ 15,078.95	\$ 21,151.91	\$ 29,670.73	
DART Fee					\$ 14,679.99	\$ 15,724.72	\$ 16,816.12	
Total Cost			\$ 54,963.83	\$ 80,406.08	\$ 109,552.69	\$ 133,391.14	\$ 165,213.55	\$ 408,157.37

WYLIE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
FY22 Registered Users	101	99	100	102	104	105	0	0	0	0	0	0
FY22 New Registrants	5	2	2	4	5	1	0	0	0	0	0	0
FY22 Completed Trips	165	175	102	124	151	216	0	0	0	0	0	0
FY22 Unique Riders	15	16	14	17	18	19	0	0	0	0	0	0
FY22 Trips Per Rider	11	11	7	7	8	11						
FY22 Trip Cost Per Rider	\$ 149.02	\$ 169.71	\$ 134.74	\$ 145.06	\$ 142.35	\$ 180.92						
FY22 Fares Collected	\$ 2,235.24	\$ 2,715.33	\$ 1,886.32	\$ 2,465.96	\$ 2,562.27	\$ 3,437.53	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

WYLIE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
FY21 Registered Users	111	111	115	92	90	92	93	94	93	95	106	100
FY21 New Registrants	1	1	2	3	1	4	2	4	3	5	6	4
FY21 Completed Trips	96	86	70	76	64	86	104	110	116	111	163	243
FY21 Unique Riders	11	13	10	9	10	10	10	14	15	14	21	17
FY21 Trips Per Rider	9	7	7	8	6	9	10	8	8	8	8	14
FY21 Trip Cost Per Rider	\$ 149.58	\$ 83.60	\$ 101.99	\$ 127.22	\$ 82.78	\$ 112.69	\$ 138.36	\$ 101.21	\$ 65.28	\$ 144.16	\$ 128.11	\$ 240.17
FY21 Fares Collected	\$ 1,645.35	\$ 1,086.81	\$ 1,019.90	\$ 1,145.00	\$ 827.80	\$ 1,126.90	\$ 1,383.60	\$ 1,416.90	\$ 979.15	\$ 2,018.22	\$ 2,690.39	\$ 4,082.82

WYLIE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
FY20 Registered Users	84	88	91	98	98	100	101	107	106	108	109	112
FY20 New Registrants	1	3	3	7	2	2	1	4	2	2	1	4
FY20 Completed Trips	135	145	159	193	178	127	99	107	96	46	55	70
FY20 Unique Riders	13	16	15	17	16	11	4	6	11	6	6	9
FY20 Trips Per Rider	10	9	11	11	11	12	25	18	9	8	9	8
FY20 Trip Cost Per Rider	\$ 121.30	\$ 118.43	\$ 126.40	\$ 143.32	\$ 140.79	\$ 137.46	\$ 309.49	\$ 213.63	\$ 133.49	\$ 144.95	\$ 156.79	\$ 126.86
FY20 Fares Collected	\$ 1,576.90	\$ 1,894.86	\$ 1,896.00	\$ 2,436.40	\$ 2,252.65	\$ 1,512.03	\$ 1,237.95	\$ 1,281.75	\$ 1,468.40	\$ 869.70	\$ 940.75	\$ 1,141.75

WYLIE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
FY19 Registered Users	59	59	63	66	67	69	71	75	77	78	80	83
FY19 New Registrants	5	0	1	3	1	2	3	4	2	1	2	3
FY19 Completed Trips	120	123	123	155	142	154	168	152	108	132	193	136
FY19 Unique Riders	12	13	15	14	13	15	19	14	14	15	21	17
FY19 Trips Per Rider	10	9	8	11	11	10	9	11	8	9	9	8
FY19 Trip Cost Per Rider	\$ 98.66	\$ 107.83	\$ 103.45	\$ 163.83	\$ 154.89	\$ 130.58	\$ 116.68	\$ 134.08	\$ 112.00	\$ 130.16	\$ 129.73	\$ 116.53
FY19 Fares Collected	\$ 1,183.88	\$ 1,401.75	\$ 1,551.75	\$ 2,293.65	\$ 2,013.54	\$ 1,958.70	\$ 2,217.00	\$ 1,877.10	\$ 1,567.95	\$ 1,952.35	\$ 2,724.30	\$ 1,981.00



Wylie City Council

AGENDA REPORT

Department: Multiple

Account Code: _____

Prepared By: _____

Subject

Provide an overview of the concept creation and implementation of Tax Increment Reinvestment Zones.

Recommendation

Discussion

Financial Summary/Strategic Goals

Tax Increment Financing (TIF)

**“Common Approaches for Facilitating
TIF Public/Private Investments”**

CITY OF WYLIE

MAY 2022



DAVID PETTIT
Economic Development

PURPOSE

- Discuss the concept of Tax Increment Financing (TIF)
- Key Stages for Facilitating New Investment
- Case Studies
- Tasks Necessary to Create a TIRZ
- Questions

Tax Increment Financing

Tax Increment Reinvestment Zones (TIRZ)

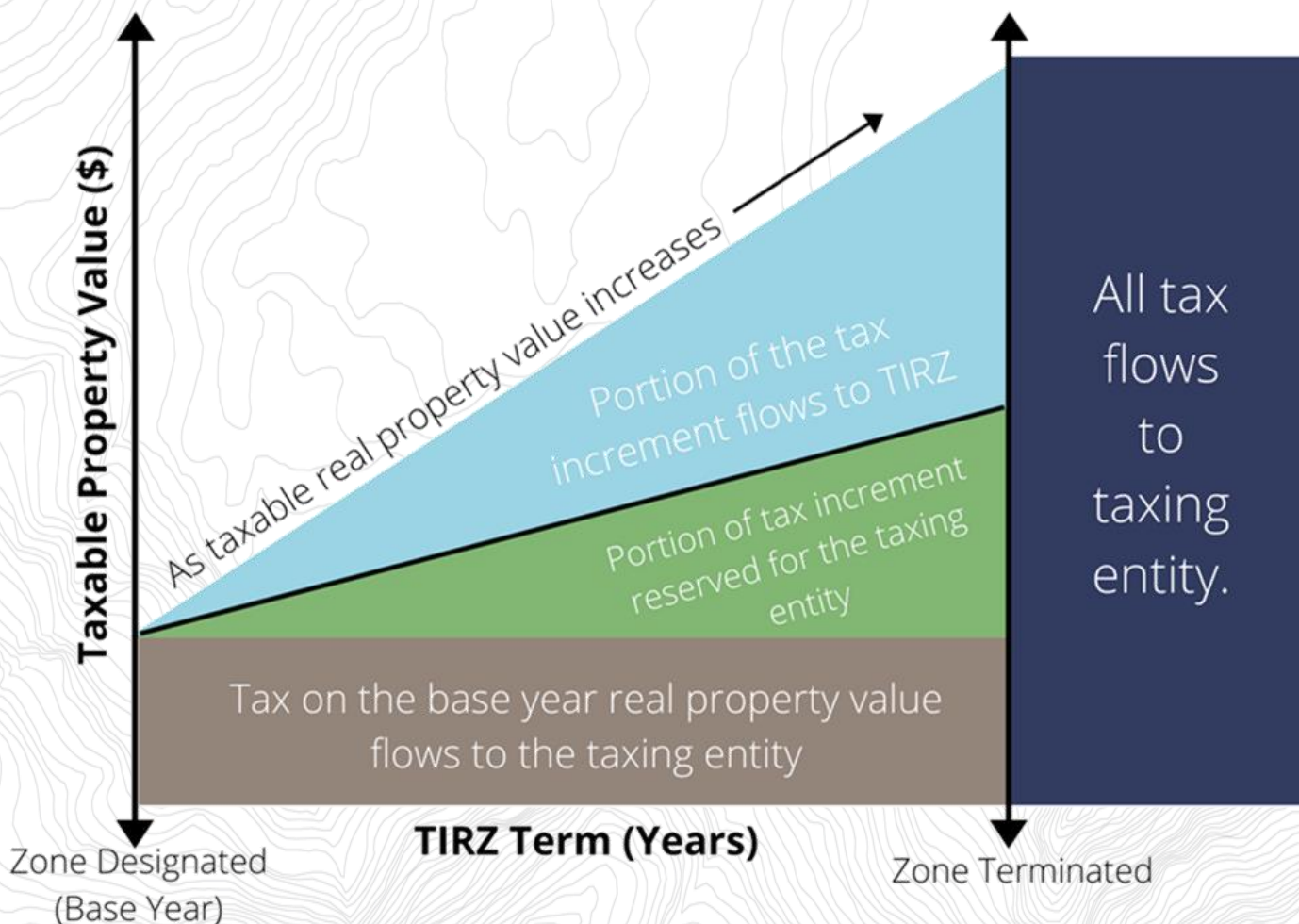
- Tax Increment Financing (TIF) is a tool that incentivizes economic development within a Tax Increment Reinvestment Zone (TIRZ)
- Governed by Tax Code, Chapter 311
- Hundreds of TIRZs have been created in the state of Texas
- Cities, alone *or in partnership with other taxing units*, can use this tool to pay for improvements in a zone so it will attract new development, facilitate investment, and bring excitement and energy to a designated area

Tax Increment Reinvestment Zones (TIRZ)

- Governed by 311 Texas Tax Code
- Incremental ad valorem taxes utilized as financing source
- Taxing entities contribute ad valorem taxes received from incremental value increases on property within the TIRZ.
- A TIRZ can pay for:
 - infrastructure;
 - public improvements;
 - economic development programs; or
 - other projects benefiting the zone

Tax Increment Reinvestment Zones (TIRZ)

- Not a new tax on development
 - Redirects a portion of tax generated from new development within TIRZ



TIRZ REVENUES

Two ways to create new tax increment:

1. New construction/investment; and/or
2. Annual appreciation of real property (i.e. “organic growth”)

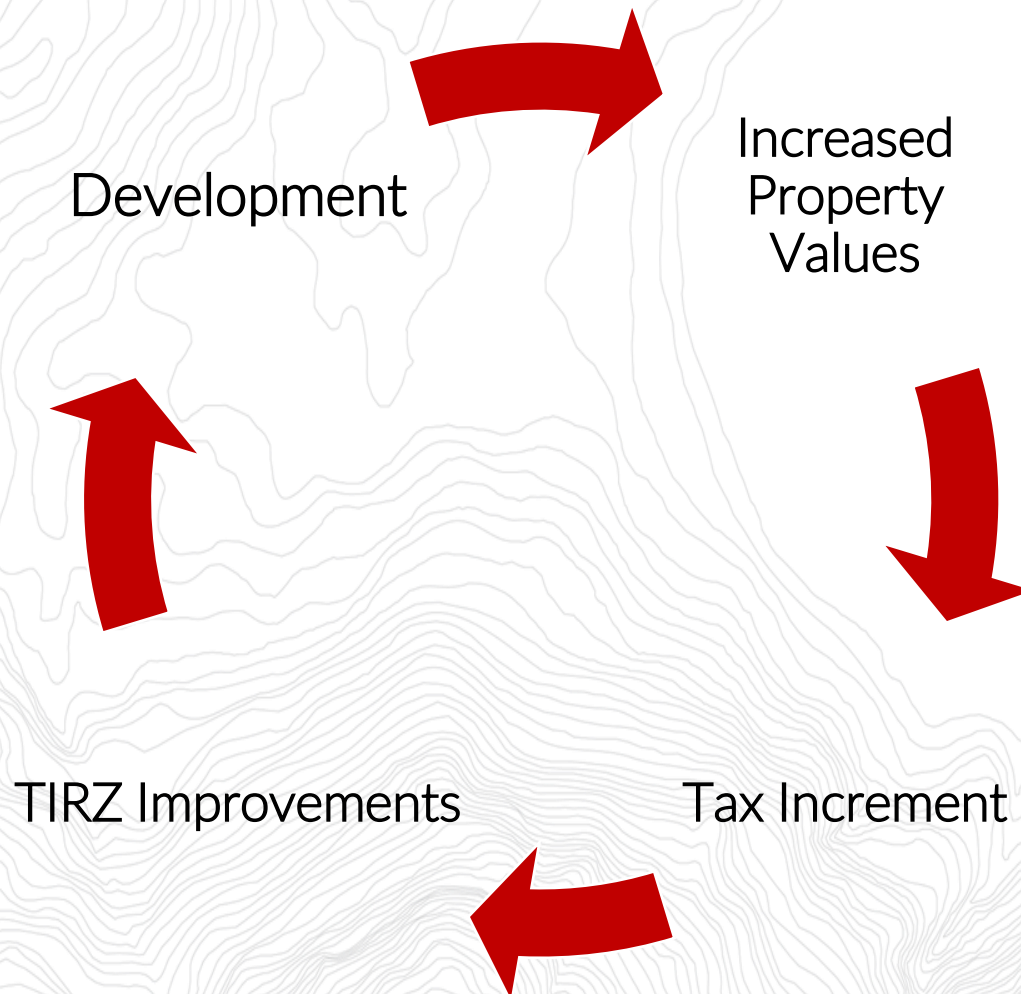
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2



TIRZ REVENUES



WHY CREATE A TIRZ?

- Private development activity expected to occur within a designated area
- Benefits an area at large, rather than being project specific
- Provides a funding source without impacting the current amount of general fund revenues for each participating taxing entity
- Ability to leverage revenues from taxable property within the TIRZ to generate a larger increment
- Attracts potential developers and investment into area that may not otherwise occur
- Demonstrates a commitment to creating a sense of place and identity

EXAMPLE OF TAX INCREMENT FINANCING

Current Year Property Tax Value	\$300,000
<u>Less Base Year Property Tax Value</u>	<u>\$200,000</u>
=TIF Increment Property Tax Value	\$100,000

<u>Taxing Entity</u>	<u>Tax Rate</u>	<u>Participation Rate</u>	<u>TIF Revenue</u>	<u>General Fund Revenue</u>
City of Wylie	0.643751	75%	\$483	\$161
Collin County	0.168087	0%	\$0	\$168
Collin College	0.081222	0%	\$0	\$81
Wylie ISD	1.459800	0%	\$0	\$1,460
Total	2.35286		\$483	\$2,192

TIRZ Creation Process

- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
 1. Creation ordinance; and
 2. TIRZ Project and Financing Plan
- Creation ordinance establishes five key elements:
 - Boundary;
 - Term;
 - City Participation
 - TIRZ Board; and
 - Preliminary Project and Financing Plan
- Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance

COMMON QUESTIONS

Is a TIRZ an additional tax burden? No, a TIRZ does not impose a new tax. Instead, it uses improvements to spur development and raise property values within a zone. Then it directs some of the tax collected on that increase in value into a TIF fund that pays for the improvements.

Which taxing units can participate in a TIRZ? Any taxing unit that collects ad valorem taxes from property in the TIRZ may participate in a TIRZ project, but only a city or county can initiate a TIRZ project and create a TIRZ. The governing body of the city or county that creates the TIRZ is responsible for the TIF project.

How many board members are required for a tax increment project? For a normal TIRZ, the board of directors must consist of at least five members and usually does not exceed 15.

Who appoints the board members? The city and the other participating taxing units appoint board members.

COMMON QUESTIONS

How are the project costs paid? The board of directors makes all payments for project costs from the TIRZ fund. Project costs are be paid over time as tax increments are collected, or the tax increment can be monetized.

Can a city change the boundaries of a TIRZ? Yes, but only if the changed boundaries continue to meet the restrictions for the creation of TIRZ, and only with a public hearing and an ordinance describing the new boundaries.

Can a TIRZ be terminated? Yes. A city that created a TIRZ can terminate it by approving an ordinance that designates a termination date. Termination also occurs when all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

What happens to money that remains in the fund after a TIRZ is terminated? After all project costs and other obligations have been paid, any money remaining in the fund is disbursed back to the participating taxing units in proportion to each jurisdiction's share of the total tax increments collected.

PUBLIC/PRIVATE PARTNERSHIPS

Infrastructure Improvements

Use of economic development tools in conjunction with planning to foster redevelopment, *typically focusing on infrastructure needs*

Business Creation/Retention

Use of economic development tools to encourage the relocation or retention *of targeted businesses*

Gap Financing

Use of economic development tools to facilitate a fair “rate of return” for *private investment that otherwise would not occur*

TIRZ EXPENDITURES

The justification for TIRZ expenditures and agreements essentially fall into two (2) categories:

- Items described as “**project costs**” in the TIF statute, Chapter 311 of the Texas Tax Code; or
- Activities consistent with authority granted by TIF Statute to the use **Program 380** authority.

TIRZ PROJECT COSTS

Chapter 311 of the Texas Tax Code

Sec. 311.002. DEFINITIONS. In this chapter:

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as **costs of public works or public improvements in the zone**, plus other costs incidental to those expenditures and obligations.

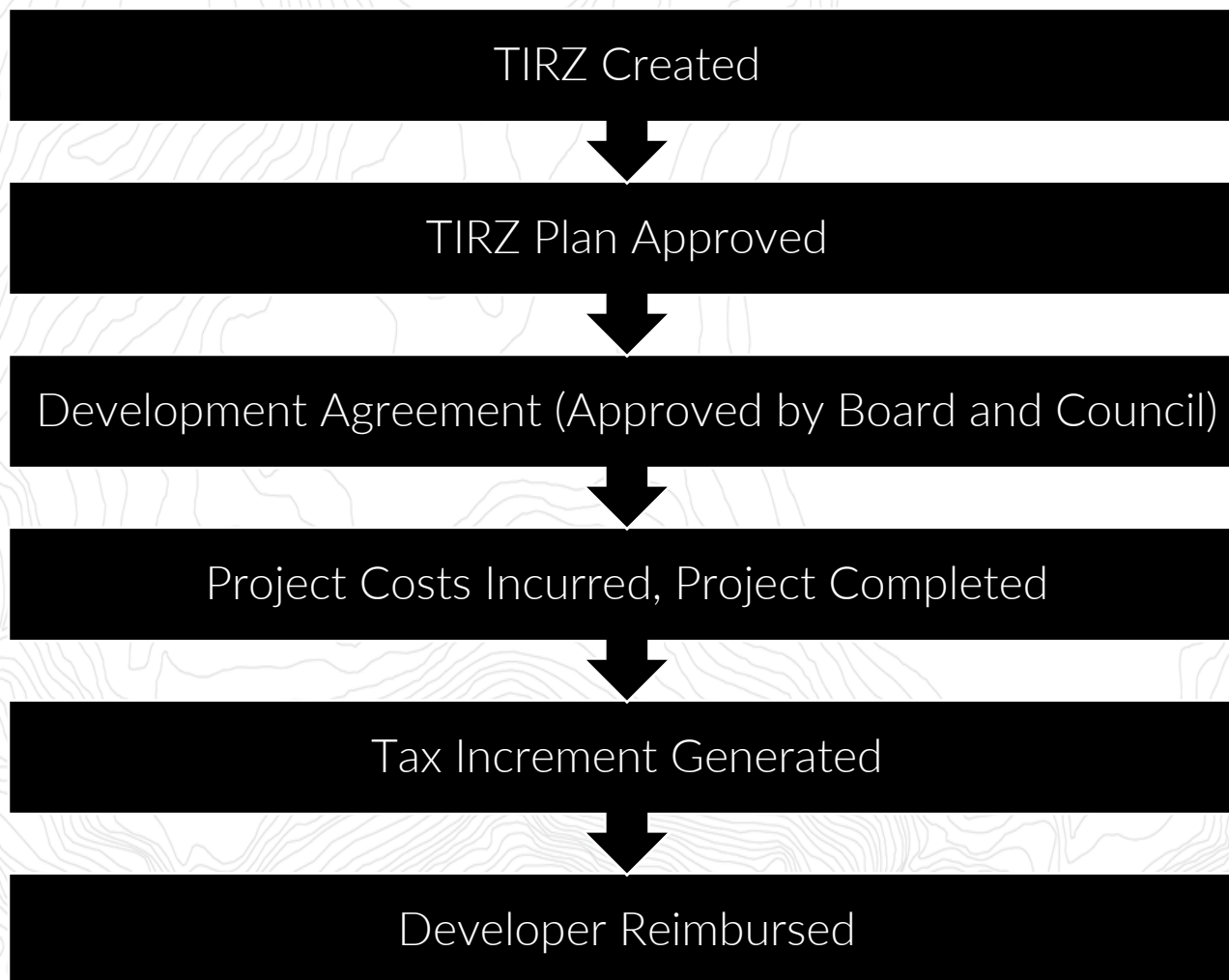
PROGRAM 380

Chapter 380 of the Local Government Code

Sec. 380.001. ECONOMIC DEVELOPMENT PROGRAMS.

- (a) The governing body of a municipality may establish and provide for the administration of one or more programs, including **programs for making loans and grants of public money** and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality.

PROCESS



Key Stages for Facilitating New Investment

KEY STAGES

Project Analysis

Is the project a good candidate for incentives?

Incentive Package

What amount of incentives does the project need?

Payment Method

Who and where does the money come from?

PROJECT ANALYSIS

- When considering a developer's proposal for TIRZ incentives a few key items should be reviewed.
 - Is the project financially feasible?
 - The developer should be able to provide a lender commitment letter and an anticipated cash flow from the development
 - Is there a "gap" hindering the project?
 - Developer should be able to demonstrate a gap that prevents a "fair rate of return"
 - Is the project consistent with the goals and objectives of the TIRZ plan?
 - TIRZ Plan can be amended to add project or expenses not outlined in the TIRZ Plan

INCENTIVE PACKAGE

- There are a few different methods for determining the total amount of the incentive package.
 - **Pledge 100% of increment generated by the project for x number of years**
 - Common for initial TIRZ projects and can be used in conjunction with Program 380 agreements.
 - **Pledge a portion of increment generated by the project for x number of years**
 - Applicable to a wide range of projects and can be used with either TIF or Program 380 agreements
 - **Fund all public improvements and TIF eligible expenses unrelated to increment generated**
 - Funding would be tied to the amount of money spent by the developer on TIF eligible expenses
 - e.g. environmental remediation, utility improvement, streetscape improvements, etc...

PAYMENT METHOD

- Funds for payment come from one of two different sources.
- **Site Specific Increment**
 - Funding for a project will be linked directly to the increment that the development produces
 - Site specific increment is probably the most widely used method, because it puts all of the burden on the developer and provides very little risk to the TIRZ.
- **TIRZ Reserve Funds**
 - Funding for a project is not linked directly to the increment it generates, instead money from the entire TIRZ fund is pledged.
 - Generally used for projects that generate a large amount aesthetic improvements, but little if any increased revenue
 - i.e. Public Parks, Streetscape, etc...

Case Studies

COMMUNITIES WITH TIRZ VARY WIDELY

- Allen (104,627)
- Arlington (394,266)
- Austin (961,855)
- Azle (13,369)
- Celina (30,000)
- Dallas (1.3 million)
- Denison (24,479)
- El Paso (678,815)
- Farmer's Branch (35,991)
- Fort Worth (918,915)
- Frisco (200,509)
- Garland (246,018)
- Grand Prairie (196,100)
- Kaufman (6,797)
- McKinney (195,308)
- Mesquite (150,108)
- Plano (285,494)
- Prosper (30,174)
- Rockwall (47,251)
- Rowlett (62,535)
- San Antonio (1.4 million)
- Stephenville (20,897)
- Waco (138,486)
- Waxahachie (41,140)

FLOWER MOUND

- TIF #1 was created in 2005 to provide for public improvements
 - 1,465 Acres
 - 100% City Participation
 - 85% Denton County Participation
- 2005 Base Value = \$261 Million
- 2020 Value = \$1.3 Billion
- \$48 Million Budget
- FY 2021 Revenue = \$7 million



In 2017, the TIRZ Board recommended the use of TIRZ #1 Funds to pay the annual debt service on the issuance of \$10,900,000 for the Town of Flower Mound Public Library Renovation and Expansion Project.

- Renovation of 25,000 SF Library
- 15,000 expansion, creating additional adult program rooms, quiet reading rooms, study rooms, additional collection space, a multi-purpose room, and more meeting spaces

PLANO

- TIF 4 was created in 2020 to support the redevelopment of Collin Creek Mall
- 75% City Participation
- 36 Years
- \$80 Million Budget
- \$15 million will be used to pay back a loan from the NCTCOG to build a parking garage
- \$24 million to construct a second parking garage on the zone's west side



\$1 billion mixed-use development

- 400,000 square feet of retail space
- 500 single-family homes
- 2,300 multifamily apartment units
- 1.3 million square feet of office space
- 200-room hotel
- An outdoor space will include 8 acres of parkland and more than a mile of trails

Next Steps to Create a TIRZ

NEXT STEPS

- Review Proposed Boundaries
- Taxable Value Analysis
 - Historic taxable value review of similar developments to establish assumptions of future taxable value
 - Develop projections for future land uses, and timing of proposed developments
- Develop TIRZ Cash Flow Model
 - Draft financing cash flow model (and supporting spreadsheets) for a to be determined time period
- Prepare TIRZ Project and Financing Plan
 - Develop the Project and Financing Plan, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements

NEXT STEPS

Item	Date
Engage DPED to initiate process	May/June 2022
DPED work with City Leadership to establish boundaries and development projections	June/July 2022
Preliminary Project and Financing Plan Completed	August 2022
City Council Creation Ordinance Public Hearing	September 2022
TIF Board Approval of PFP	September 2022
City Council Final PFP 1st Reading	September 2022

QUESTIONS

QUESTIONS



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
 Prepared By: Carmen Powlen

Account Code: _____

Subject

Discuss and receive direction on the future operations of the Wylie Recreation Center.

Recommendation

Discussion

Discuss and receive direction on the future operations of the Wylie Recreation Center.

Financial Summary/Strategic Goals

There is not a Financial Summary included in this report.

Strategic Goals: *Health, Safety and Well-Being; Community Focused Government; Planning Management.*

Resident Unique User - Registered Use Only

Population 51182
 4B Revenue (FY 18 - 19) \$ 3,811,518

Program/Service	Resident Unique Users	Res UU Rate	% of Available 4B Fund	Revenue	Expense	4B Contribution	Recovery Rate
Classes (Fee Based) Subtotal	1158	2%	7%	\$ 243,879	\$ 462,398	\$ 262,723	53%
Rental Subtotal	3225	6%	1%	\$ 21,102	\$ 65,180	\$ 47,904	32%
Rec Pass Subtotal	6565	13%	7%	\$ 582,275	\$ 842,791	\$ 265,632	69%
Total	10948	21%	15%	\$ 847,256	\$ 1,370,369	\$ 576,259	62%

Notes

Includes regular programming/offerings.

Does not include revenue or expenses for childcare, free offerings (e.g. Summer Kick-Off), off-site events, merchandise, nor concessions.

Rec Pass		Current Fee	Year 1	Year 2	Year 3
Kids					
Resident Rate	Auto Renew	\$10	\$10	\$12	\$14
	1 Year	\$105	\$144	\$168	\$192
	1 Month	\$10	\$14	\$16	\$18
Non Resident Rate	Auto Renew	\$14	\$14	\$16	\$18
	1 Year	\$135	\$192	\$216	\$240
	1 Month	\$14	\$18	\$20	\$22
Teens					
Resident Rate	Auto Renew	\$10	\$14	\$16	\$18
	1 Year	\$105	\$192	\$216	\$240
	1 Month	\$10	\$18	\$20	\$22
Non Resident Rate	Auto Renew	\$14	\$18	\$20	\$22
	1 Year	\$135	\$240	\$264	\$288
	1 Month	\$14	\$22	\$24	\$26
Adults					
Resident Rate	Auto Renew	\$22	\$22	\$22	\$22
	1 Year	\$175	\$240	\$264	\$288
	1 Month	\$22	\$22	\$24	\$26
Non Resident Rate	Auto Renew	\$27	\$28	\$28	\$28
	1 Year	\$225	\$288	\$312	\$336
	1 Month	\$27	\$28	\$28	\$30
Family					
Resident Rate	Auto Renew	\$40	\$40	\$42	\$44
	1 Year	\$325	\$504	\$528	\$552
	1 Month	\$40	\$44	\$46	\$48
Non Resident Rate	Auto Renew	\$50	\$50	\$52	\$54
	1 Year	\$405	\$624	\$648	\$672
	1 Month	\$50	\$54	\$56	\$58
Day Passes					
	Senior	\$5	\$5	\$5	\$5
	Kid	\$5	\$9	\$10	\$11
	Teen	\$5	\$11	\$12	\$13
	Adult	\$8	\$14	\$14	\$15
	Group of 15+		\$5	\$6	\$7

								Year 1					Year 2					Year 3					Year 4							
Rec Pass		Res Disc	Current Fee	Annual Per Month Rate	City Average	Private Average	Passes Sold	Total	Res Disc	61% Cost Recovery Scenario Year One Fee	Annual Per Month Rate	Change from Previous	Total	Res Disc	61% Cost Recovery Scenario Year Two Fee	Annual Per Month Rate	Change from Previous	Total	Res Disc	61% Cost Recovery Scenario Year Three Fee	Annual Per Month Rate	Change from Previous	Total	Res Disc	61% Cost Recovery Scenario Year Four Fee	Annual Per Month Rate	Change from Previous	Total		
Seniors																														
Resident Rate	Auto Renew	29%	\$10		\$28.00		322	\$3,220	29%	\$10		0%	\$3,220	29%	\$10		0%	\$3,220	29%	\$10		0%	\$3,220	29%	\$10		0%	\$3,220		
	1 Year	22%	\$105	\$8.75	\$271.00		378	\$39,690	22%	\$105	\$8.75	0%	\$39,690	22%	\$105	\$8.75	0%	\$39,690	22%	\$105	\$8.75	0%	\$39,690	22%	\$105	\$8.75	0%	\$39,690		
	1 Month	29%	\$10		\$35.00		1225	\$12,250	29%	\$10		0%	\$12,250	29%	\$10		0%	\$12,250	29%	\$10		0%	\$12,250	29%	\$10		0%	\$12,250		
Non Resident Rate	Auto Renew		\$14		\$42.00		112	\$1,568		\$14		0%	\$1,568		\$14		0%	\$1,568		\$14		0%	\$1,568		\$14		0%	\$1,568		
	1 Year		\$135	\$11.25	\$403.00		147	\$19,845		\$135	\$11.25	0%	\$19,845		\$135	\$11.25	0%	\$19,845		\$135	\$11.25	0%	\$19,845		\$135	\$11.25	0%	\$19,845		
	1 Month		\$14		\$45.00		545	\$7,630		\$14		0%	\$7,630		\$14		0%	\$7,630		\$14		0%	\$7,630		\$14		0%	\$7,630		
Kids																														
Resident Rate	Auto Renew	29%	\$10		\$27.00		215	\$2,150	29%	\$10		0%	\$2,150	25%	\$12		20%	\$2,580	22%	\$14		17%	\$3,010	20%	\$16		14%	\$3,440		
	1 Year	22%	\$105	\$8.75	\$263.00		35	\$3,675	25%	\$144	\$12.00	37%	\$5,040	22%	\$168	\$14.00	17%	\$5,880	20%	\$192	\$16.00	14%	\$6,720	18%	\$216	\$18.00	13%	\$7,560		
	1 Month	29%	\$10		\$35.00		1724	\$17,240	22%	\$14		40%	\$24,136	20%	\$16		14%	\$27,584	18%	\$18		13%	\$31,032	17%	\$20		11%	\$34,480		
Non Resident Rate	Auto Renew		\$14		\$41.00		110	\$1,540		\$14		0%	\$1,540		\$16		14%	\$1,760		\$18		13%	\$1,980		\$20		11%	\$2,200		
	1 Year		\$135	\$11.25	\$390.00		4	\$540		\$192	\$16.00	42%	\$768		\$216	\$18.00	13%	\$864		\$240	\$20.00	11%	\$960		\$264	\$22.00	10%	\$1,056		
	1 Month		\$14		\$45.00		554	\$7,756		\$18		29%	\$9,972		\$20		11%	\$11,080		\$22		10%	\$12,188		\$24		9%	\$13,296		
Teens																														
Resident Rate	Auto Renew	29%	\$10				50	\$500	22%	\$14		40%	\$700	20%	\$16		14%	\$800	18%	\$18		13%	\$900	17%	\$20		11%	\$1,000		
	1 Year	22%	\$105	\$8.75			40	\$4,200	20%	\$192	\$16.00	83%	\$7,680	18%	\$216	\$18.00	13%	\$8,640	17%	\$240	\$20.00	11%	\$9,600	15%	\$264	\$22.00	10%	\$10,560		
	1 Month	29%	\$10				583	\$5,830	18%	\$18		80%	\$10,494	17%	\$20		11%	\$11,660	15%	\$22		10%	\$12,826	14%	\$24		9%	\$13,992		
Non Resident Rate	Auto Renew		\$14				24	\$336		\$18		29%	\$432		\$20		11%	\$480		\$22		10%	\$528		\$24		9%	\$576		
	1 Year		\$135	\$11.25			30	\$4,050		\$240	\$20.00	78%	\$7,200		\$264	\$22.00	10%	\$7,920		\$288	\$24.00	9%	\$8,640		\$312	\$26.00	8%	\$9,360		
	1 Month		\$14				383	\$5,362		\$22		57%	\$8,426		\$24		9%	\$9,192		\$26		8%	\$9,958		\$28		8%	\$10,724		
Adults																														
Resident Rate	Auto Renew	19%	\$22		\$41.00		305	\$6,710	21%	\$22		0%	\$6,710	21%	\$22		0%	\$6,710	21%	\$22		0%	\$6,710	14%	\$24		9%	\$7,320		
	1 Year	22%	\$175	\$14.58	\$393.00		236	\$41,300	17%	\$240	\$20.00	37%	\$56,640	15%	\$264	\$22.00	10%	\$62,304	14%	\$288	\$24.00	9%	\$67,968	13%	\$312	\$26.00	8%	\$73,632		
	1 Month	19%	\$22		\$40.00		1925	\$42,350	21%	\$22		0%	\$42,350	14%	\$24		9%	\$46,200	13%	\$26		8%	\$50,050	13%	\$28		8%	\$53,900		
Non Resident Rate	Auto Renew		\$27		\$56.00	\$40.00	137	\$3,699		\$28		4%	\$3,836		\$28		0%	\$3,836		\$28		0%	\$3,836		\$28		0%	\$3,836		
	1 Year		\$225	\$18.75	\$550.00	\$429.00	42	\$9,450		\$288	\$24.00	28%	\$12,096		\$312	\$26.00	8%	\$13,104		\$336	\$28.00	8%	\$14,112		\$360	\$30.00	7%	\$15,120		
	1 Month		\$27		\$52.00	\$52.00	637	\$17,199		\$28		4%	\$17,836		\$28		0%	\$17,836		\$30		7%	\$19,110		\$32		7%	\$20,384		
Family																														
Resident Rate	Auto Renew	20%	\$40		\$67.00		394	\$15,760	20%	\$40		0%	\$15,760	19%	\$42		5%	\$16,548	19%	\$44		5%	\$17,336	18%	\$46		5%	\$18,124		
	1 Year	20%	\$325	\$27.08	\$635.00		548	\$178,100	19%	\$504	\$42.00	55%	\$276,192	19%	\$528	\$44.00	5%	\$289,344	18%	\$552	\$46.00	5%	\$302,496	17%	\$576	\$48.00	4%	\$315,648		
	1 Month	20%	\$40				1245	\$49,800	19%	\$44		10%	\$54,780	18%	\$46		5%	\$57,270	17%	\$48		4%	\$59,760	17%	\$50		4%	\$62,250		
Non Resident Rate	Auto Renew		\$50		\$94.00		260	\$13,000		\$50		0%	\$13,000		\$52		4%	\$13,520		\$54		4%	\$14,040		\$56		4%	\$14,560		
	1 Year		\$405	\$16.88	\$902.00		121	\$49,005		\$624	\$52.00	54%	\$75,504		\$648	\$54.00	4%	\$78,408		\$672	\$56.00	4%	\$81,312		\$696	\$58.00	4%	\$84,216		
	1 Month		\$50				393	\$19,650		\$54		8%	\$21,222		\$56		4%	\$22,008		\$58		4%	\$22,794		\$60		3%	\$23,580		
							\$583,405					Total: \$758,667 Target: \$705,080					Total: \$799,731 Target: \$797,475					Total: \$842,069 Target: \$875,740					\$2,400,467 (Year 1 thru 3 Total) \$2,378,295 (Year 1 thru 3 Target)			
Day Passes																														
	Senior		\$5		\$10		100.00	\$500		\$5		0%	\$500		\$5		0%	\$500		\$5		0%	\$500							
	Kid		\$5		\$8		1,000.00	\$5,000		\$9		80%	\$9,000		\$10		11%	\$10,000		\$11		10%	\$11,000							
	Teen		\$5				1,000.00	\$5,000		\$11		120%	\$11,000		\$12		9%	\$12,000		\$13		8%	\$13,000							
	Adult		\$8		\$11		1,000.00	\$8,000		\$14		75%	\$14,000		\$14		0%	\$14,000		\$15		7%	\$15,000							
	Group of 15+				\$8		1,000.00			\$5			\$5,000		\$6		20%	\$6,000		\$7		17%	\$7,000							
							\$18,500					Total: \$39,500 Target: \$49,337					Total: \$42,500 Target: \$54,418					Total: \$46,500 Target: \$64,580					\$128,500 (Year 1 thru 3 Total) \$168,335 (Year 1 thru 3 Target)			



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Discuss City of Wylie trash services.

Recommendation

Discussion

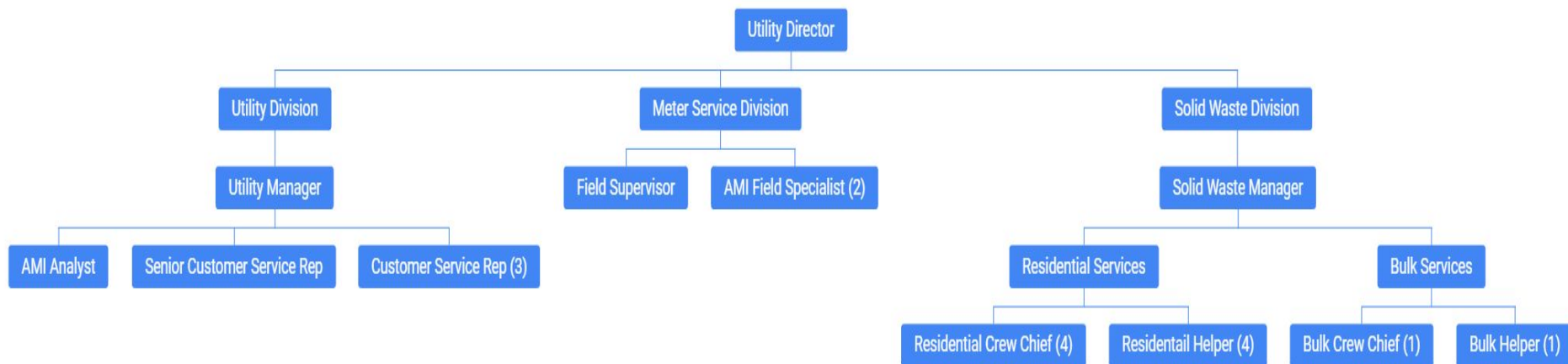
Discuss City of Wylie trash services.

Financial Summary/Strategic Goals

COW Trash Services

Utilities Division

Proposed Utility Division Organization Chart



Customer Service Representative

Utility payments
Nightdrop
Mail
New service
Disconnect service
Close service orders
Set up new builds
Hydrant deposits
Weekend work deposits
Impact fees
Answer phones
Answer solid waste calls
Input new carts
Create cart list
Assist with GPS of lost carts

Utilities Director

Oversee Meter services, Utility Division and Solid Waste Residential / Bulk Divisions
Implements citizen request
Determines appropriate budget
Evaluate service levels
Attends council meetings as necessary
Plan annual operating budget
Controls expenditures
Prepares financial reports
Performs purchasing task related to solid waste, utility billing and meter service division
Ensures employee training
Manages time entry
Reviews rates in utility and solid waste
Makes final decisions
Facilitate department policies

Senior Customer Service Representative

Brinks Deposit
Answers all utility emails
Utility cut-offs
Utility bank drafts
Utility late notices
Backup to billing
Back up to AMI Analyst
Answers customer complaint
Prints service orders
Utility payments
City deposits for BI, Animal control, Library
New build meter sets
Assist in customer service training
Answer solid waste calls
Answer trash portal emails
Log solid waste complaints
Answer GoGov Solid Waste
GPS lost carts to dispatch
Communicates with solid waste driver of field complaints and request

Bulk Waste Helper

Assigned to daily route
Backup to operate bulk waste truck
Assist with work order tracking
Clean assigned equipment
Help pick up bulk items with crew chief

Bulk Crew Chief

Responds to solid waste portal
Transfer bulk waste material
Creates work orders in the field
Operate heavy equipment
Trains Bulk helper
Alerts supervisor of maintenance issues
Greases bulk arm
Answers dispatch calls from customer service
Logs non compliant pickups
Logs daily completion of route
Picks up heavy and large items

Residential Waste Helper

Assign to daily route
Backup to operate residential waste truck
Pickup extra bags and small brush
Cleans assigned equipment
Assist customer service with lost carts and missed pickups

Residential Waste Crew Chief

Responds to residential waste portal
Closes work orders
Assist in cart GPS tracking
Operates heavy machinery
Trains residential waste helper
Pick up extra bags and debris outside of cans
Alerts supervisor of maintenance issues
Grease side loader arm
Assist with dropping off trash bins
Logs non compliant pickups
Transfer solid waste to landfill
Transfer recycle

Field Supervisor

Monitors waste portal/ Mobile Service orders/ Neptune portal
Monitors work order tracking
Cart and extra cart delivery daily
Work with customer service for completed work orders
Operate trash and bulk truck when needed
Ensure street is clean daily
Ensure all daily routes have been serviced
Report truck maintenance issues to Manager
Answers field calls from helpers
Report hydraulic leak to Manager
Clean hydraulic leak
Grease arms

Solid Waste Manager

Weekly staff reports
Weekly reports on residential and bulk request
Manages solid waste truck maintenance
Maintains complex budget
Manages all residential and bulk crew chiefs/ Helpers
Work order maintenance
Maintenance inventory
Responds to customer complaints
Trains solid waste employees
Provides backup to drivers
Maintains cart inventory for ordering/ replacing
Inventory on trash bins
Keep track of residents with extra bins
Allocates maintenance request

Area cities with Solid Waste Departments

Sherman TX

Trash rate - \$12.75

Extra cart- \$ 8.00

Denison TX

Trash rate- \$27.42

Extra cart- \$14.07

Richardson TX

Trash rate- \$ 21.00

65+ -\$15.56

Dallas TX

Trash rate-\$34.30

Extra cart- \$13.27

Wylie TX

Trash rate - \$13.39

Extra cart- \$4.07



Other cities that do their own and use Heil trucks- Dallas, Irving, Mesquite, Plano, Denton, Garland, Richardson, Sherman, Denison, Wichita Falls, Weatherford, Cleburne

Mesquite TX

Trash rate- \$22.25

Denton TX

Trash rate- \$25.04

Extra cart- \$16.57

Cleburne TX

Trash rate- \$16.80

Extra cart- \$60.00

Plano TX

Trash rate- \$17.10

Extra cart - \$14.25

Drop off fee- \$15.00

Weatherford TX

Trash rate- \$20.00

City of Wylie Residential Trash Users

Residential Garbage- 16,080 Users 19,989 Containers

Mobile Home Garbage- 1,416

Extra Carts- 4,050

40,000 carts

18,000 recycle

18,000 trash

1,500 extra bins

1,500 extra recycle

DuraPack w/Rapid Rail Arm-33 yd- tons

05/10/2022 Item WS3.



Palfinger Epsilon M100L97- 33' of reach, 45 yd body- 4 tons

05/10/2022 Item WS3.

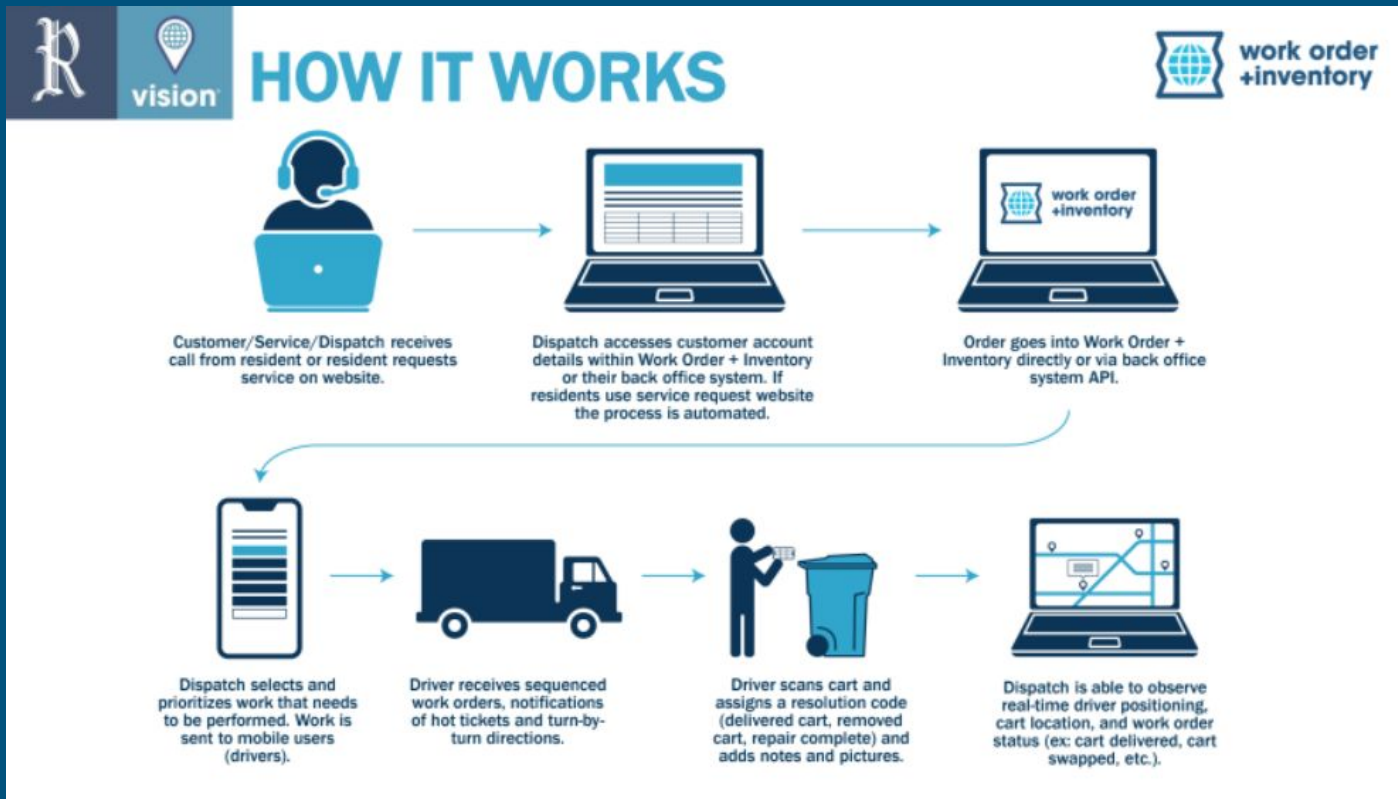


Vision Software

Vision for Environmental Value at Every Step



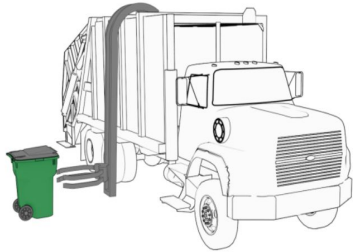
Vision Software Cont.



Vision Software Cont.

Route In Progress

Collection truck arrives at resident's house



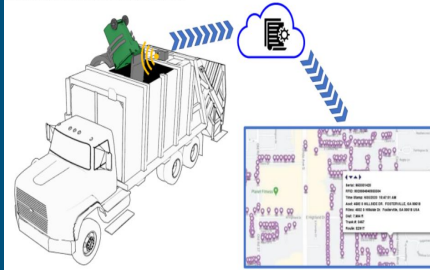
Route In Progress

Collection truck arrives at resident's house



Automated Confirmation

Arm picks up cart, RFID Reader scans cart in hopper



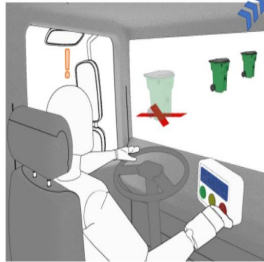
service verification

Automated Confirmation

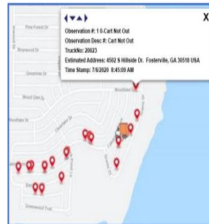


No Cart out Observed

Collection Vehicle arrives at resident's house with no cart and driver pushes observation panel button to mark no cart outside

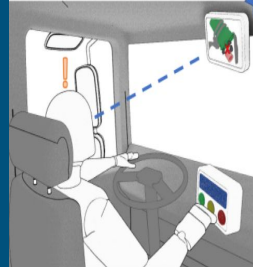


service verification

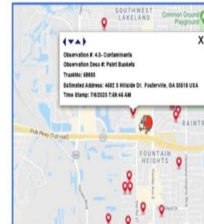


Double Pick Up Observed

Collection Vehicle pulls up to resident house, arm picks up cart, drivers can tip cart or container another time and press button on in cab screen. This marks particular container and address as a double pick up



service verification



Real Time Visibility

Dispatch has real-time visibility on pick-ups (green pins= service verified) and exceptions on map (red pins= exceptions)



service verification



Start-up costs

Recurring

	Qty				
Solid Waste Chevy Pickup		\$ 35,000		Salaries (including benefits)	\$ 1,163,159
Utility Cage Trailer		\$ 5,000			
Bulk Trucks	2	\$ 440,000		Landfill	\$ 748,800
Residential Trucks	5	\$ 1,750,000		COW Recycle	\$ 320,400
Training		\$ 20,000		Diesel Fuel	\$ 140,000
Metal Storage Building		\$ 150,000		Vehicle Insurance/General Liability	\$ 42,000
Fence		\$ 5,000		Utilities for Building (electric, water)	\$ 15,000
95 gallon trash bin-RFID	18,000	\$ 1,050,120		Vehicle maintenance	\$ 17,000
95 gallon recycle bin-RFID	18,000	\$ 1,050,120		Misc budget items (uniforms, supplies, etc.)	\$ 10,000
Assembly & Distribution	36,000	\$ 198,000		Contingency (overtime, computers, etc.)	\$ 75,000
Extra Carts	3,000	\$ 175,020		Debt payment for start-up costs (5 year amort.)	\$ 1,150,000
Work Order/Cart Inventory Service Portal		\$ 11,900			
		\$ 4,890,160		Recurring costs with COW Recycle	\$ 3,681,359

Current Revenue (@ \$14.21 x 16,858)	\$ 2,874,588	\$ (806,771)
Revenue @ \$16 x 18,000	\$ 3,456,000	\$ (225,359)
Revenue @ \$17 x 18,000	\$ 3,672,000	\$ (9,359)
Revenue @ \$18 x 18,000	\$ 3,888,000	\$ 206,641

Alternate Recycle choices:	
Republic Recycle	\$ 518,400
CWD Recycle	\$ 684,000

Personnel Costs

Position	Grade	Qty	Full Position Salary	Split with Water/Sewer Fund	Cost to Solid Waste Fund	Cost to Utility Fund
Customer Service Rep	107	3	\$ 69,062	50%	\$ 103,593	\$ 19,277
Bulk Helper	108	1	\$ 73,259		\$ 73,259	
Residential Waste Helper	108	4	\$ 73,259		\$ 293,036	
2 AMI field specialists (2 routes)	109	2	\$ 77,802			\$ 15,845
Senior Customer Service Rep	109	1	\$ 77,802	50%	\$ 38,901	\$ 7,923
Residential Crew Chief	110	4	\$ 82,710		\$ 330,840	
Bulk Crew Chief	110	1	\$ 82,710		\$ 82,710	
Field Service Supervisor	111	1	\$ 87,185	50%	\$ 43,593	\$ 4,692
Solid Waste Manager	114	1	\$ 115,761		\$ 115,761	
Utility Service Director	EX03	1	\$ 162,932	50%	\$ 81,466	\$ 81,466
					\$ 1,163,159	\$ 129,202



Wylie City Council

AGENDA REPORT

Department: Human Resources
 Prepared By: Lety Yanez

Account Code: _____

Subject

Human Resources Department Presentation.

Recommendation

Discussion

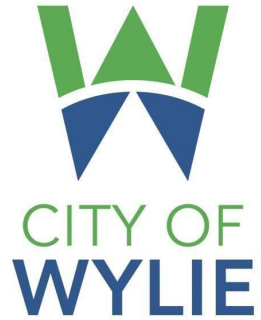
Financial Summary/Strategic Goals

N/A



HUMAN RESOURCES

Fiscal Year 2021-2022



HUMAN RESOURCES

The HR team is responsible for

- Job postings and onboarding
- Maintaining pay plans and job descriptions
- Overseeing performance evaluation system
- Employee files and retention
- Employee benefits and wellness programs
- Health and safety, workers' compensation
- Employee training
- Payroll processing
- Employee relations and handbook

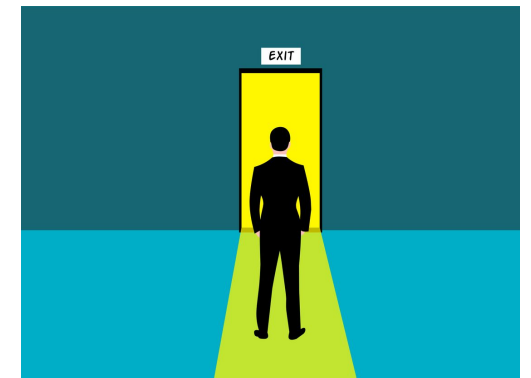


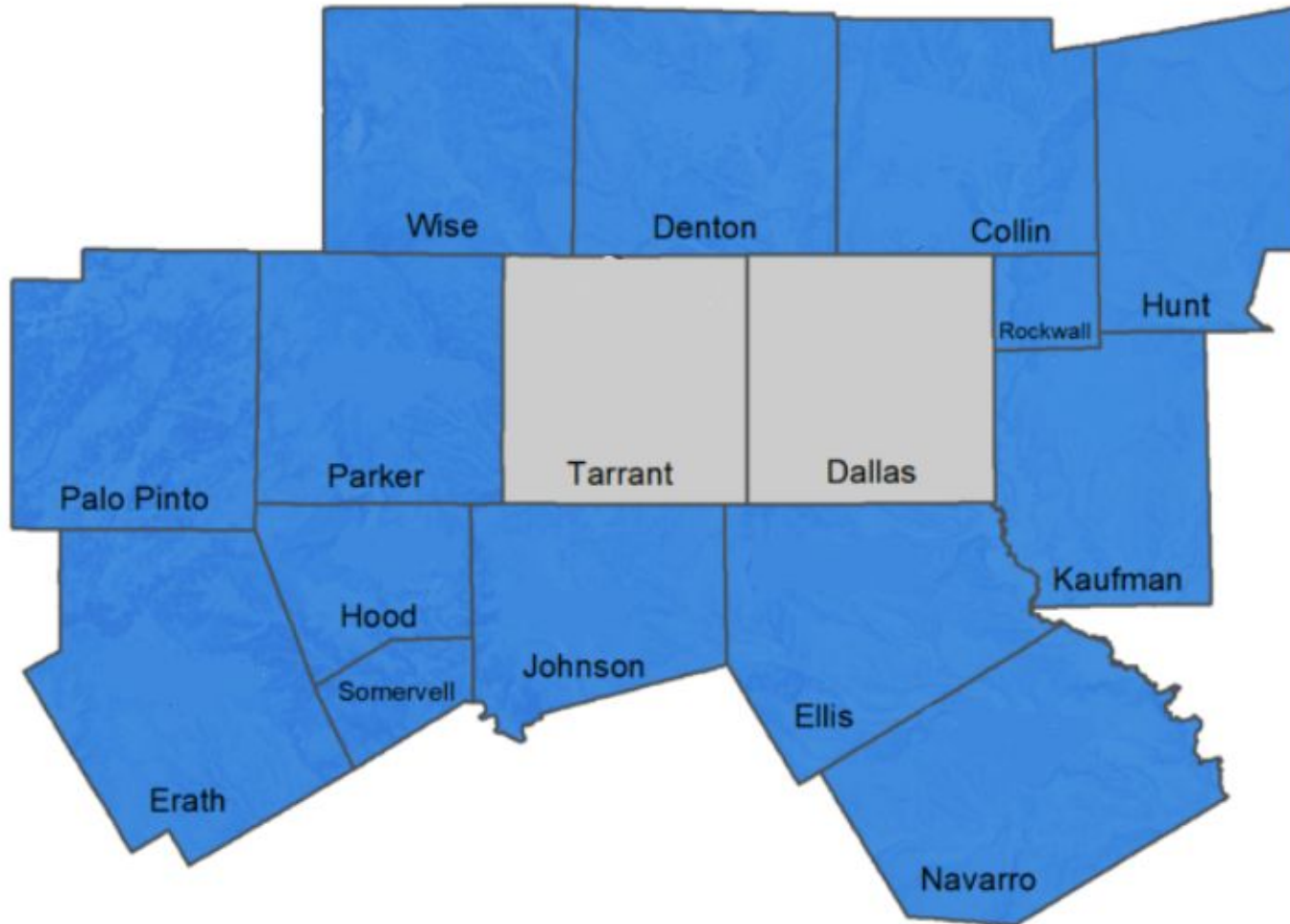
National Trends:

- The US labor force participation rate, which measures people working or actively seeking work, has dropped to levels not experienced since the mid-1970s recession lows.
- On average, 2 million baby boomers retire each year. In 2020, more than 3 million retired. thousands of americans have voluntarily opted out of looking for work. the children and grandchildren of baby boomers are not replacing the boomers who leave the workforce.
- COVID and related policies drove an additional 1.1 million people from the labor market.
- The working-age population has been shrinking since 2008, and the national birth rate hit a 35-year low in 2019. Over the next generation, talent shortages will only compound.

"This is no COVID paradox.
This is history catching up
with us. The people shortage
was already coming. All 2020
did was act as an
accelerant."

*The Demographic Drought
Report, EMSI 2021*





For the North Texas Area:

- In Feb 2020, prior to the pandemic, the unemployment (UI) rate was 3.0%
- In Dec 2020, the UI Rate was 5.5%
- Current UI Rate is 3.7%
- 3,130,807 Population (2020)
- 647,350 Millennials in the Region
- 770,535 People Ages 55 Years or Older

HUMAN RESOURCES

Employment Data

	2018	2019	2020	2021
External Job Postings	42	45	33	68
Internal Job Postings	9	21	12	18
Applications Received/Reviewed	1,940	1,996	1,999	1,799
New Hires	95	91	75	99
Internal Promotions	13	50	32	47
Turnover Rate	15%	11%	11%	18%

HUMAN RESOURCES

Accidents and Injuries

	2018	2019	2020	2021
Lost Hours	811	3,395	2,355	2,929
Lost Days	101	191	294	316
Accidents	24	25	23	25
Injuries	41	40	28	25

HUMAN RESOURCES

Accomplishments for FY2022

- New carrier for medical, dental, life insurance, long-term disability
- Implemented online benefits enrollment to streamline process
- Pre-employment and post accident testing brought in-house
- Market study for all positions
- Relocated payroll to the HR department
- Employee banquet at new location with additional safety considerations in place
- Resumed quarterly in-person training for CPR, Active Attacker and Stop the Bleed
- In-person all employee service day in September 2022, focus on financial wellness

HUMAN RESOURCES

Employee Engagement

- Monthly new employee orientation
- Breakfast with HR events
- Hensley Lane Summer Movie Party
- September Food Truck event
- Employee milestone events
- Employee volunteer opportunities at various events
- Employee newsletter with kudos and other information



HUMAN RESOURCES

Training

- All employees required to complete Cyber Security course
- All new hires required to complete Stop the Bleed and Active Attacker training
- HR hosted Supervisor Series
 - Avoid Making the 8 Ultimate Delegation Mistakes
 - Avoiding Collisions While Driving
 - Beginning With Respect
 - Dealing With Angry People: Maintaining Self-Control
 - Defensive Driving
 - Emotional Intelligence: Embracing Different Perspectives
 - Emotional Intelligence: Emotions As Valuable Assets
 - 10 Benefits of Daily Routines
 - Would I Follow Me? (supervisory skills)



HUMAN RESOURCES

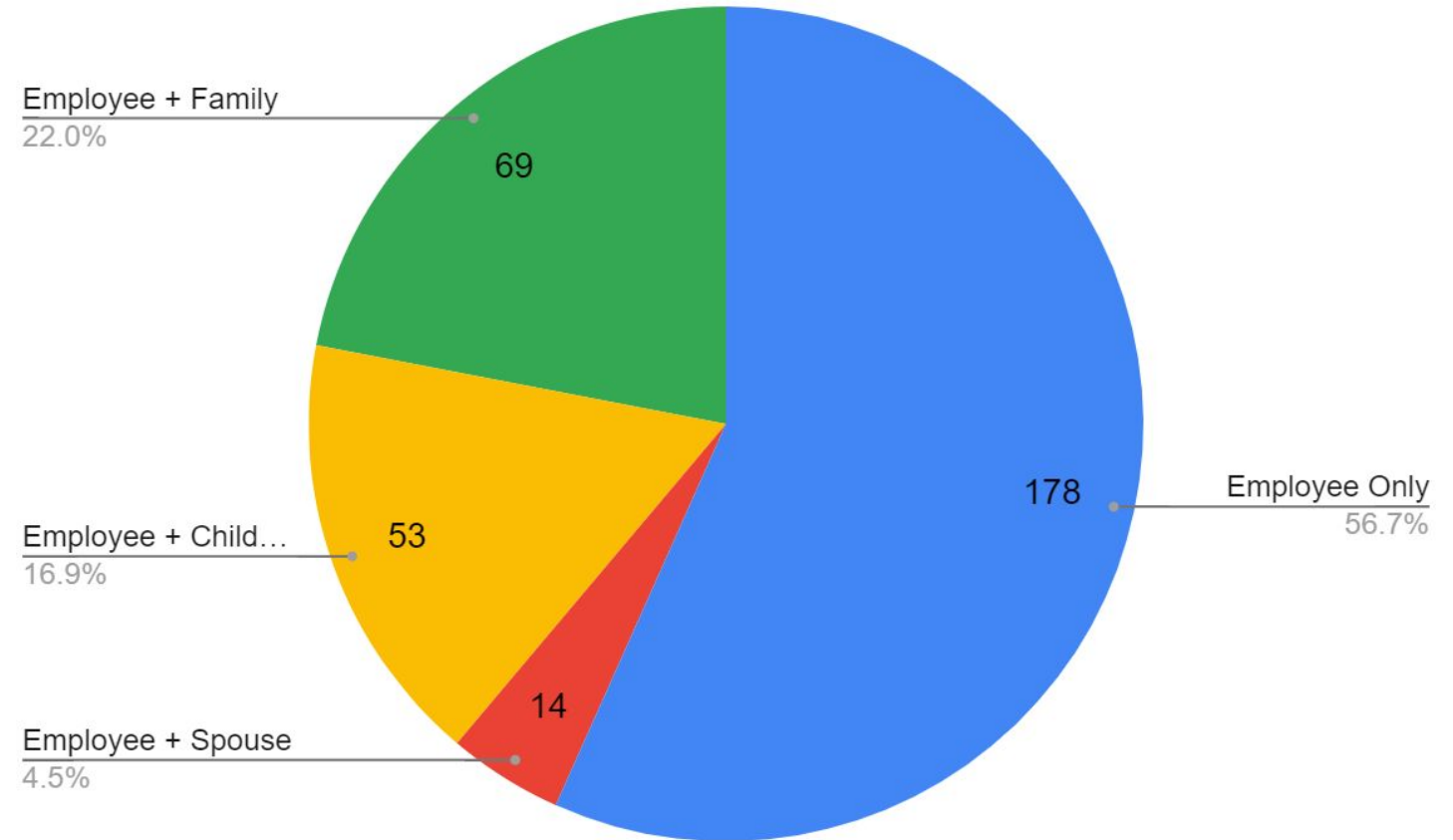
Medical statistics:

- Fully insured covering 314 employees
- 700+ covered lives, when including dependents
- Coverage with new carrier began 10/1/2022 with matched benefits
- As processed by current carrier
 - Claims vs premium ratio as of March 2022 is 80%
 - High claims are 53% of all total claims



HUMAN RESOURCES

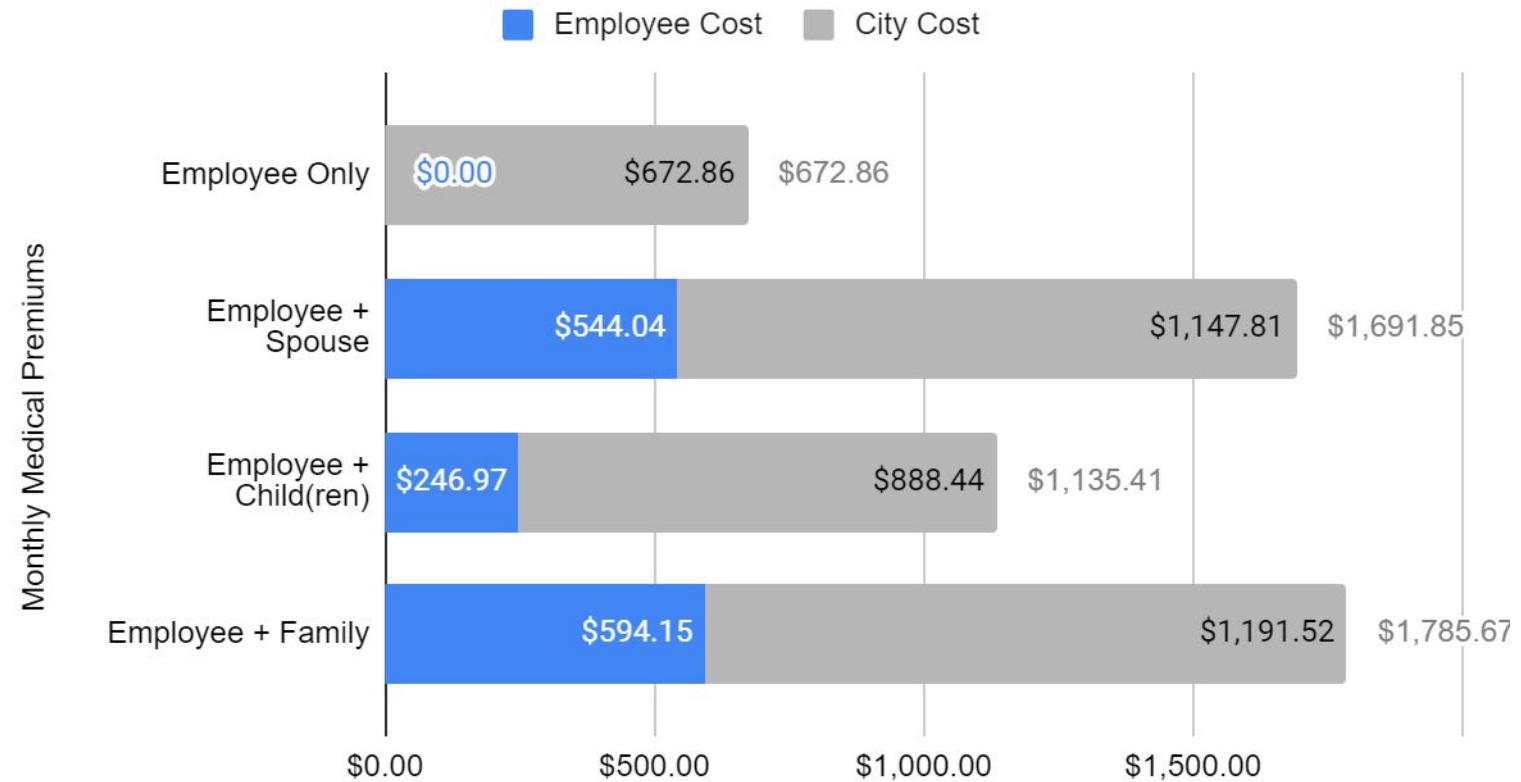
Current Medical Enrollment by Tier



HUMAN RESOURCES

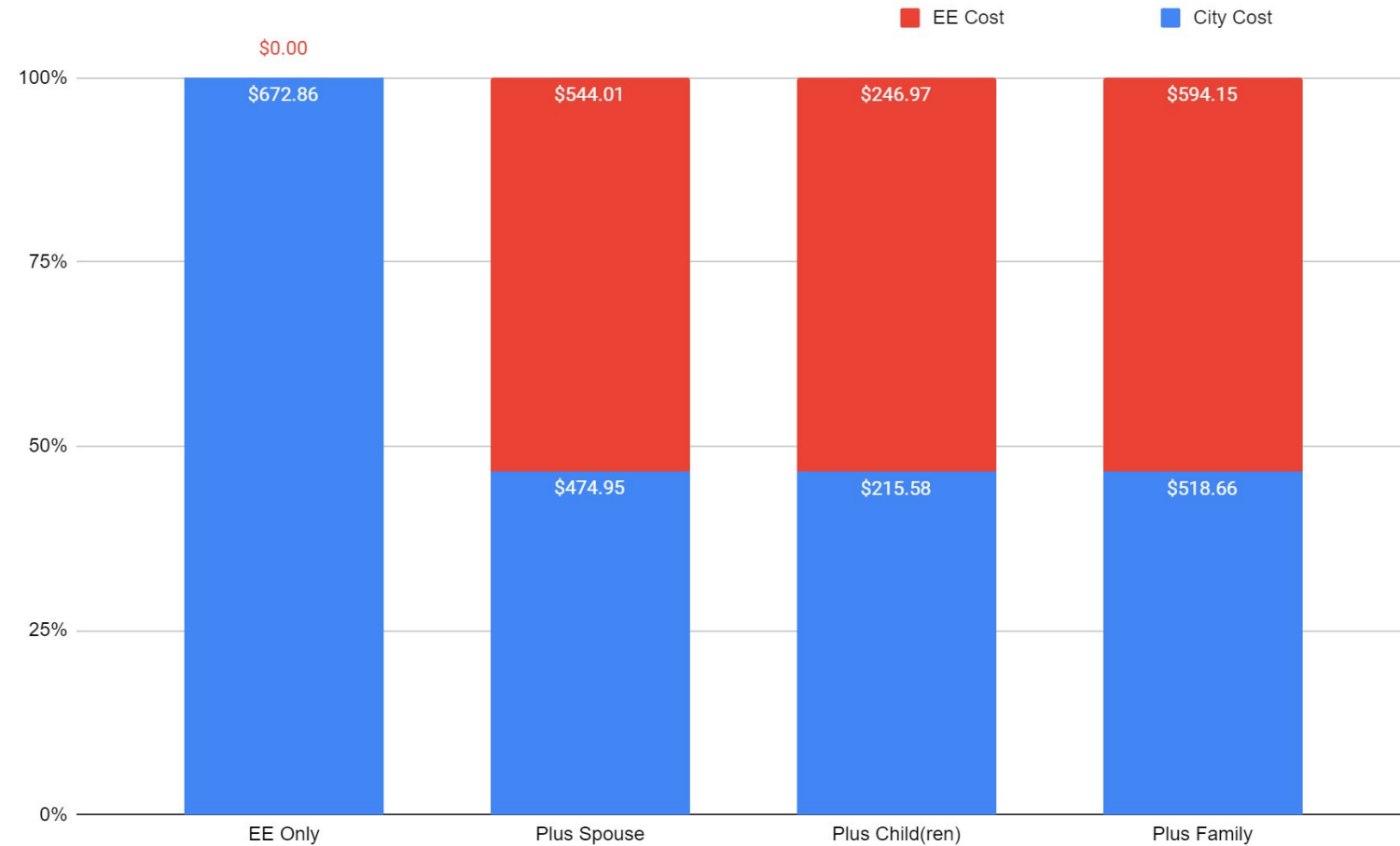
Monthly Medical Premiums

Employee vs. City Cost



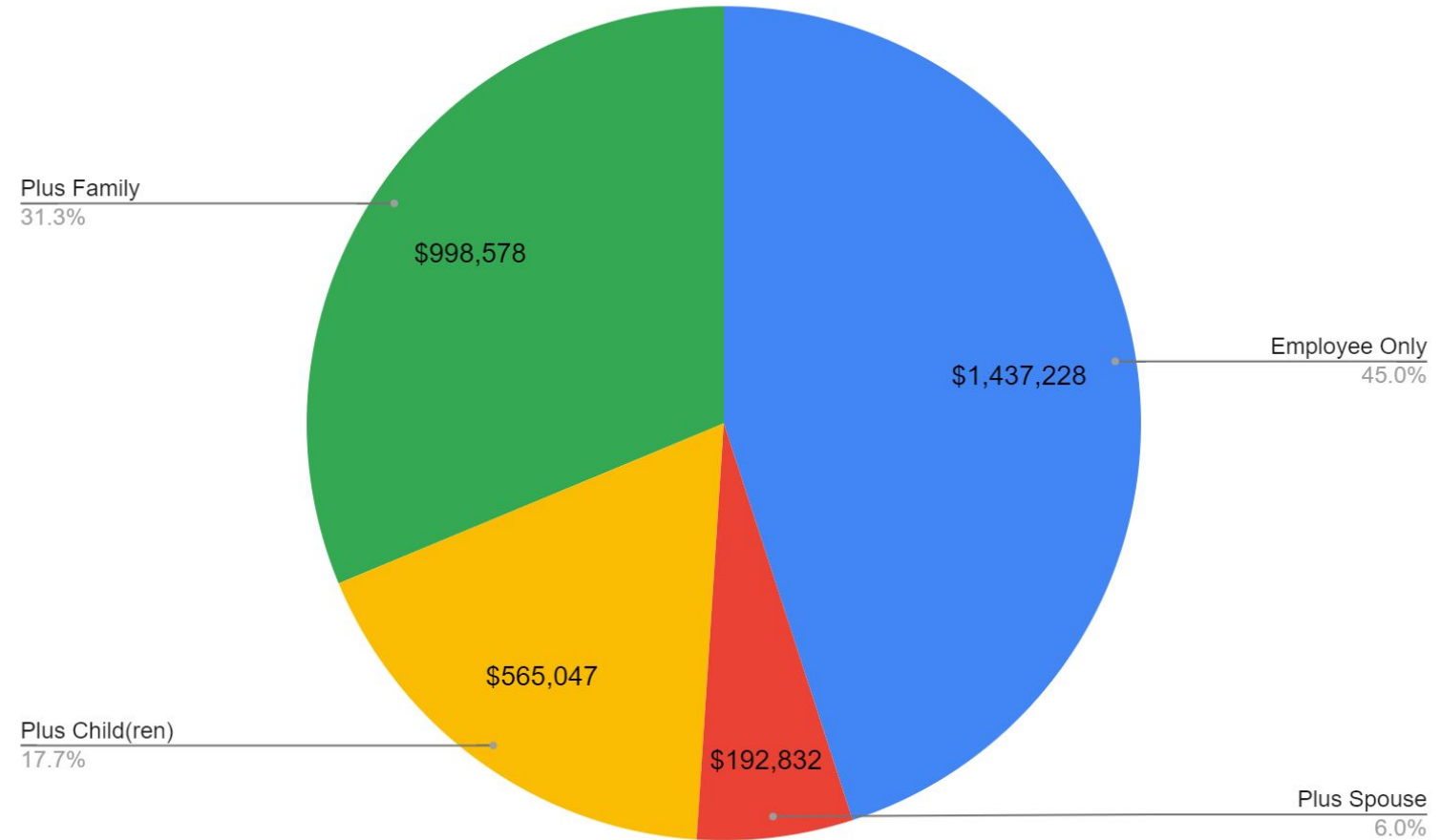
HUMAN RESOURCES

Monthly Cost Share by Tier



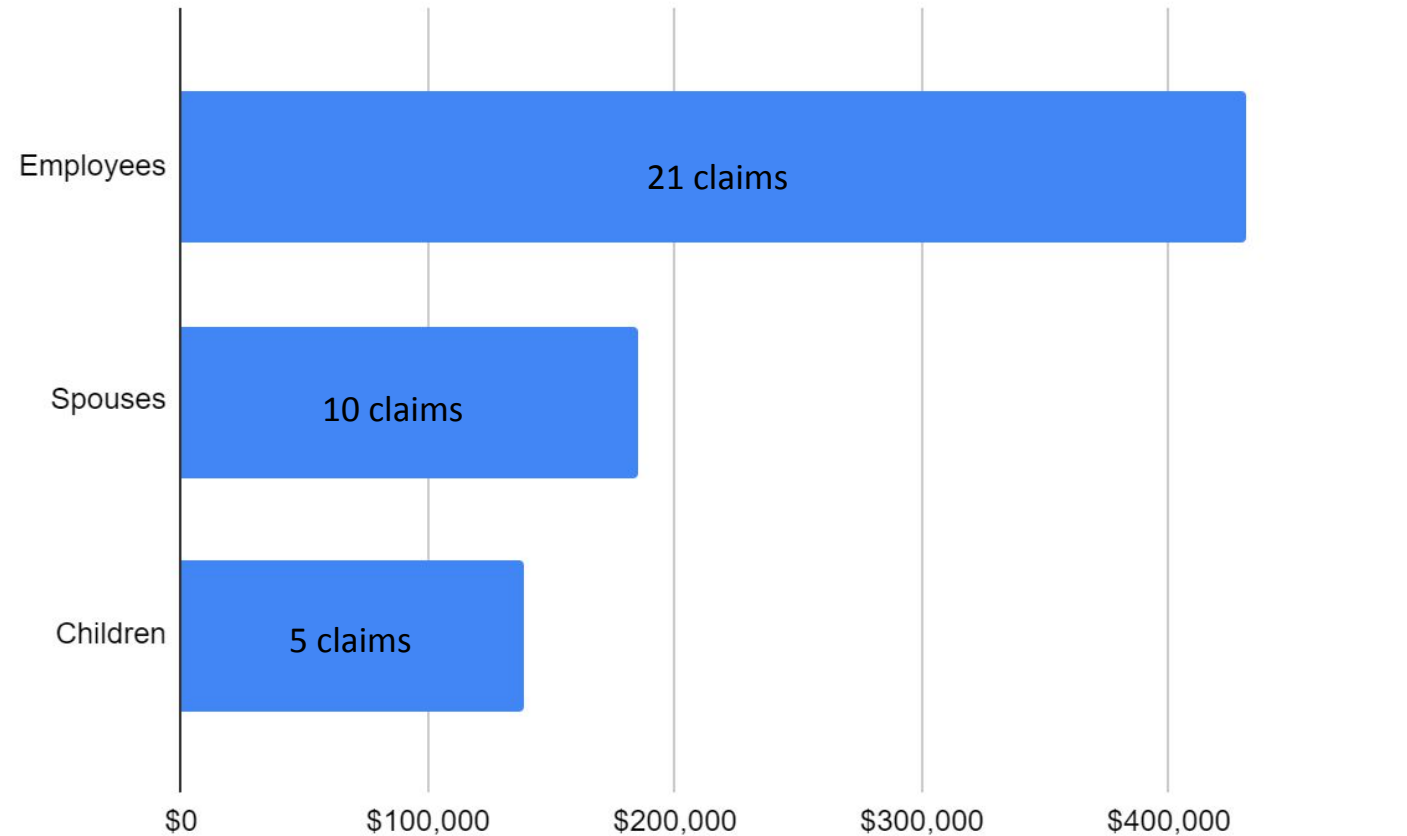
HUMAN RESOURCES

Annual City Cost by Tier based on Current Enrollment



HUMAN RESOURCES

High Claims Utilization \$10,000+



HUMAN RESOURCES

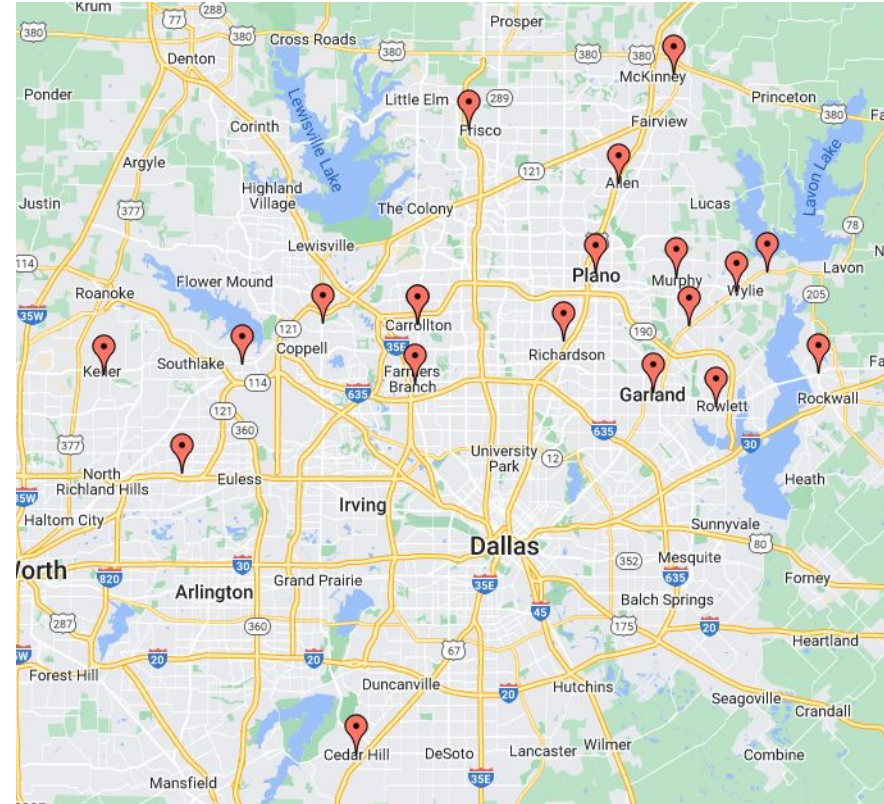
Spousal coverage statistics

- Total number of spouses on the medical plan = 83
- Number of spouses that work = 40 (estimate only)
- Annual City cost for covering spouses = \$473,050

HUMAN RESOURCES

Peer comparison

- Selected based on city population, location, and/or employee count



Allen, Bedford, Carrollton, Cedar Hill, Coppell, Farmers Branch, Frisco, Garland, Grapevine, Keller, McKinney, Murphy, Plano, Richardson, Rockwall, Rowlett, Sachse, North Texas Municipal Water District (*did not include for medical plan comparison*)

HUMAN RESOURCES

Peer information

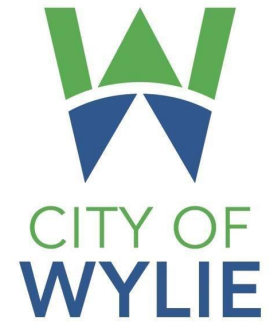
- 13 cities are self-funded and 4 are fully-insured
- 1 city has a spousal surcharge of \$100/month (self-funded)
- 1 city does not allow spouses on the medical plan when coverage is offered through their own employer. Affidavit required of all employees. (self-funded)
- All cities cover spouses with varying employee/city cost sharing with an average of 76%

HUMAN RESOURCES

What's ahead

- Review and update recruiting and retention approach
- Continue to expand in-person training
- Explore cost containment strategies for all employee benefits while staying competitive





THANK YOU



Wylie City Council

AGENDA REPORT

Department: Library
Prepared By: Ofilia Barrera

Account Code: _____

Subject

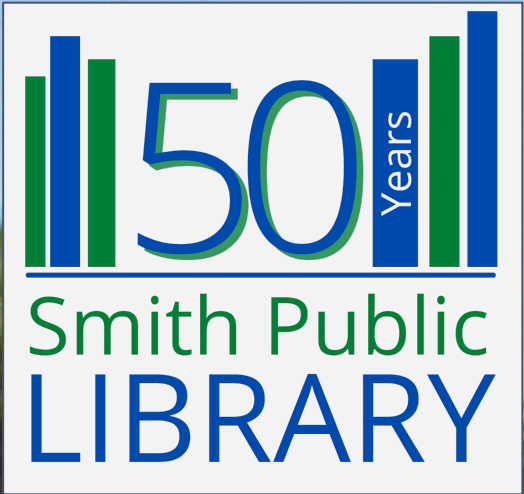
Presentation providing an overview of the Smith Public Library department.

Recommendation

Discussion

Providing an overview of the library's fiscal year 21.

Financial Summary/Strategic Goals



LIBRARY SERVICES

INSPIRE INFORM INTERACT




Library - More Than Books!



- Total number of cardholders: 52,474
- Library Garden
- Story Hikes
- Programs for infants to senior citizens
- 3D Printing
- Online resources like Ancestry and Mango Languages
- Book a Librarian (one-on-one service)
- Business Card Exchange
- Community Meeting Space

620,034
CHECK OUTS



19,386

357
Items
Delivered to



106

Wylie Residents
by library staff

64,186
Holds

Holds

4.860

People used our
drive-though



129,398

People visited the library

6,172

People attended events



415

In-person & virtual events

Inspire Inform Interact

- Total number of physical items: 117,776
- Facebook Reach on virtual programs: 93,605
- Overdrive (Libby) Holdings: 62,496
- Over 1000 items checked-out on Kanopy & Hoopla in two months (August & September 2021)

Kanopy Fright Fest

A Collection of
Films to Fear

kanopy

Films that matter

#KanopyFrightFest

MENTAL WELLNESS
with hoopla

FIND YOUR HAPPY PLACE

hoopla

Tap into Discovery.
Instantly Read, Listen, and Watch
with Your Library Card.

hoopladigital.com

Available on

Download on the App Store

GET IT ON Google Play

CAST ON Chromecast

Available on Roku Players & TVs

Available on amazon

amazon alexa

Library Partnerships - Building Relationships

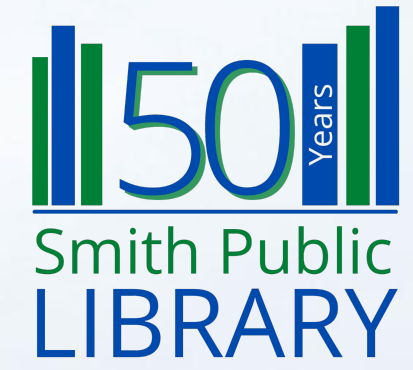
- Partner with the Rec Center for annual Summer Kick-Off
- Partner with the Senior Rec Center for book club
- Partner with the Chamber for weekly Business Card Exchange
- Partner with Collin College for various programs and the library garden
- Partner with Wylie PD for the Summer Youth Enrichment Program
- Partner with Wylie I.S.D. for outreach and events like the Halloween Spooktakular



FY 21 Accomplishments



- TMLDA Library of Excellence Award 2021
- Implemented two new streaming services.
- Completed three year strategic plan.
- Obtained funds to replace Library Sorter.
- Expanded Silver Linings Delivery Service.



Thank you!