

Wylie City Council Regular Meeting

September 12, 2023 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Constitution Week.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the August 22, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Bufflehead Addition, establishing one light industrial lot on 8.96 acres. Property generally located at 1011 E. Brown Street.
- C. Consider, and act upon, a Final Plat for Lots 1-2, Block A of Upwind Capital Addition establishing two lots on 4.1396 acres, generally located at 1971 N. State Highway 78.
- D. Consider, and act upon, a Final Plat for Lots 1R, 2R, 3R1, and 3R2, Block 14 of the Railroad Addition, being a Replat of Lots 1-3A, Block 14 of Railroad Addition, establishing four residential lots on 0.446 acres, property located at 510 E. Marble.
- E. Consider, and act upon, Resolution No. 2023-18(R) of the City Council of the City of Wylie, recommending to the Collin County Commissioner's Court the renaming of County Road 725 to Parker Road Loop.
- F. Consider, and act upon, Ordinance No. 2023-41 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- G. Consider, and act upon, Ordinance No. 2023-42 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- H. Consider, and act upon, the award of a professional services project order (PSPO) #W2023-80-E for the Stone Road from W.A. Allen to Bennett Road, Stone Road Improvement Project to Kimley Horn and

Associates, Inc. in the amount of \$487,200.00 and authorizing the City Manager to execute any necessary documents.

1. Consider, and act upon, an Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Royse City, and a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the cities of Josephine and Lavon, and authorizing the City Manager to execute any necessary documents.

REGULAR AGENDA

1. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).
2. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N. State Highway 78 (ZC 2023-13).
3. Consider, and act upon, Ordinance No. 2023-43, designating the public access easement within the FM 544 Gateway Addition as John Yeager Way.
4. Consider, and act upon, the award of Bid #W2023-99-B for E. FM 544 from North Alfred to Vinson/County Line Road to Tiseo Paving Company in the estimated amount of \$14,459,964.54, and authorizing the City Manager to execute any and all necessary documents.

EXECUTIVE SESSION

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 September 8, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

§ 551.071 – Private consultation with an attorney for the City.

§ 551.072 – Discussing purchase, exchange, lease or value of real property.

§ 551.074 – Discussing personnel or to hear complaints against personnel.

§ 551.087 – Discussing certain economic development matters.

§ 551.073 – Discussing prospective gift or donation to the City.

§ 551.076 – Discussing deployment of security personnel or devices or security audit.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the August 22, 2023 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

August 22, 2023 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:03 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Sid Hoover, and Councilman Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Police Chief Anthony Henderson; Finance Director Melissa Brown; Public Information Officer Craig Kelly; Community Services Director Jasen Haskins; Human Resources Director Jennifer Beck; City Secretary Stephanie Storm; City Engineer Tim Porter; Public Works Director Tommy Weir; Senior Buyer Chris Rodriguez; Animal Control Manager Shelia Patton; Engineering Project Manager Jenneen Elkhaid; Parks and Recreation Director Carmen Powlen; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation, and Scout Troop 78 posted the flags and led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. American Legion Hale-Combest Post 315 recognizing 2023 American Legion Firefighter, EMT/Paramedic, and Law Enforcement Officer of the Year.

American Legion Hale-Combest Post 315 presented certificates to Jeff Pynes (Firefighter), Joe Krizan (EMS/Paramedic), and Mark Johnson (Law Enforcement).

PR2. Eagle Scout Achievement - Riley Boles.

Mayor Porter presented a proclamation recognizing Riley Boles for his achievement of the Eagle Scout Award. Boles was present to accept the proclamations and gave a brief description of his Eagle Scout project reporting that over 300 retired flags have been collected since the installation of his Flag Retirement Drop Box at the Wylie ISD ESC building.

PR3. North Central Texas Trauma Regional Advisory recognizing the City of Wylie as a Heartsafe Community.

Fire Chief Blythe introduced Melissa Christon from the North Central Texas Trauma Regional Advisory Council. Christon recognized the City of Wylie as a Heartsafe Community. Members of the Wylie Fire Department and Dispatch, Baylor Scott and White Medical Center Lakepoint, Paramedics Plus, Wylie ISD, and Wylie Parks and Recreation staff were present to accept the recognition.

PR4. Payroll Week.

Mayor Porter presented a proclamation proclaiming September 5-9, 2023 as Payroll Week in Wylie, Texas. Members of the Human Resources Department and Dallas Chapter Payroll Association were present to receive the

proclamation. Beck recognized Linda Seumalo, Payroll Specialist, for her upcoming retirement in December 2023 after 20 years of service with the City.

COMMENTS ON NON-AGENDA ITEMS

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There were no persons present wishing to address the City Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the August 8, 2023 Regular City Council Meeting minutes.**
- B. Consider, and act upon, Resolution No. 2023-16(R) of the City Council of Wylie, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2023 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC’s legal counsel.**
- C. Consider, and act upon, Ordinance No. 2023-35, amending Wylie’s Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 74 (Offenses and Miscellaneous Provisions), Article III (Curfew for Minors); repealing Ordinance Nos. 2017-09, 2020-22, and 2023-09; repealing the City’s Juvenile Curfew Ordinance in response to House Bill 1819, effective September 1, 2023; providing a savings/repealing clause, severability clause and an effective date; finding and determining that the meeting at which this ordinance is passed was noticed and is open to the public as required by law.**
- D. Consider, and act upon, Ordinance No. 2023-36, amending Wylie’s Code of Ordinances, Ordinance No. 2023-10, as amended, Chapter 18 (Animals), Article I (General), to add Section 18-16 (Trap-Neuter-Release Feral Cat Program).**
- E. Consider, and act upon, a Final Plat for Lots 1-7, Block A of Allen Addition establishing seven residential lots on 1.8298 acres, located at 1012 E. Brown.**
- F. Consider, and act upon, a Final Plat for Lot 12R1, Block C of Regency Business Park, Phase Three being a Replat of Lot 12, Block C of Regency Business Park, Phase Three, and 1.548 acres of unplatted land for the creation of one lot that measures 2.789 acres. Property is located at 2770 Capital Street.**
- G. Consider, and act upon, the award of a professional services project order (PSPO) #W2023-83-E for the Dogwood Drive Waterline Rehabilitation Project to RJN Group, Inc. in the amount of \$89,900.00 and authorizing the City Manager to execute any necessary documents.**
- H. Consider, and act upon, the award of W2023-101-I for the purchase of the Founders Park Soccer Field Renovations to Grand Landscapes and Athletics in the amount of \$999,493.56, through a cooperative**

purchasing contract with BuyBoard (#641-21) and authorizing the City Manager to execute any necessary documents.

- I. Consider, and act upon, approval of the Non-Profit Park Event Application from the Wylie P.O.L.I.C.E. Club representative School Resource Officer Michael Stewart, to hold the “Wylie P.O.L.I.C.E. Club Softball Tournament” at Founders Park on Saturday, November 4, 2023, from 8:00 A.M. to 9:00 P.M.**
- J. Consider, and act upon, approval of the recommendation to amend the Parks and Recreation Board Bylaws.**
- K. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of July 31, 2023.**
- L. Consider, and act upon, Ordinance No. 2023-37 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance**
- M. Consider, and place on file, the City of Wylie Monthly Investment Report for July 31, 2023.**
- N. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for July 31, 2023.**

Councilman Williams requested Item C and staff requested Item H be pulled from the Consent Agenda and considered individually.

Council Action

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

REGULAR AGENDA

- C. Consider, and act upon, Ordinance No. 2023-35, amending Wylie’s Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 74 (Offenses and Miscellaneous Provisions), Article III (Curfew for Minors); repealing Ordinance Nos. 2017-09, 2020-22, and 2023-09; repealing the City’s Juvenile Curfew Ordinance in response to House Bill 1819, effective September 1, 2023; providing a savings/repealing clause, severability clause and an effective date; finding and determining that the meeting at which this ordinance is passed was noticed and is open to the public as required by law.**

Council Comments

Councilman Williams stated he wanted to highlight that this item is a result of the passing of a recent House Bill, which makes the City’s ordinance that was passed earlier this year void.

Council Action

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

- H. Consider, and act upon, the award of W2023-101-I for the purchase of the Founders Park Soccer Field Renovations to Grand Landscapes and Athletics in the amount of \$999,493.56, through a cooperative purchasing contract with BuyBoard (#641-21) and authorizing the City Manager to execute any necessary documents.**

Staff Comments

Assistant Parks and Recreation Director Stowers provided Council with an update on this project stating this item initially was to crown the three northern fields on the west side of the property four inches and install a new irrigation

system. Stowers added now, in addition to the three fields, fields that are located closer to the parking lot will be turned into additional small fields. This project will begin after the first of November and will delay the spring season a little.

Council Action

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

1. **Consider, and act upon, Ordinance No. 2023-38 of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 110 (Traffic and Vehicles), Article VI (Stopping, Standing, or Parking), Section 110-173 (Stopping, Standing, or Parking prohibited in certain places) amending Section 110-173(a)(10)(h) regarding the prohibition of parking along certain sections of South Hensley Lane; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.**

Staff Comments

Police Chief Henderson addressed the Council stating this Ordinance would address the south side of Hensley Lane which runs beside Draper Intermediate. Currently, there are signs posted on the north side of the road for no parking, stopping, or standing. Staff is requesting this same provision be added to the south side of the road as during morning and afternoon drop-off and pickup cars are parking along the south side of the road, which affects the flow of traffic as well as poses a safety issue for students walking into the lane of traffic to cross.

Council Comments

Councilman Strang asked if a red stripe could be added with a fire lane only. City Engineer Porter replied a sign is more visible to the public than the red stripe and additional information can be posted on the sign. Mayor Porter confirmed staff will work with WISD on communication to the parents.

Council Action

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

2. **Hold a Public Hearing, consider, and act upon, Resolution No. 2023-17(R) adopting the Americans with Disabilities Act Transition Plan in accordance with the federally mandated requirement by Title II (State and Local Government) of the Americans with Disabilities Act.**

Staff Comments

Deputy City Manager Ollie addressed the Council stating this Item is in accordance with Title II, the Americans with Disabilities Act. Ollie gave kudos to staff members Lynn Fagerstrom and Joe Tidwell for all the work they have done putting this Transition Plan together, which includes a public survey where 44 comments were received, and an implementation plan.

Council Comments

Council thanked staff for all of the work they have done on this plan. Mayor *pro tem* Forrester confirmed that new upcoming projects will be reviewed for ADA compliance before being constructed. Ollie confirmed that is correct. Councilman Mulliqi asked about the immediate steps that were taken, does that take us more in compliance with accessibility, and is the 20-year plan taking into consideration all the projects moving forward. Ollie replied yes, and it will address both past projects/programs and future projects/programs. Porter encouraged anyone interested to read the Transition Plan as it is very detailed.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 6:50 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:50 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, 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, Ordinance No. 2023-39 adopting a budget for all City funds, including the Wylie Economic Development Corporation (4A) and the Wylie Parks and Recreation Facilities Development Corporation (4B) and appropriating resources for Fiscal Year 2023-24 beginning October 1, 2023 and ending September 30, 2024.**

Staff Comments

Finance Director Brown addressed the Council stating this is the first of several steps to complete the budget process for the 2024 budget year. The City has met the requirements of the Local Government Code and the City Charter, which require the City to hold this Public Hearing to adopt the budget. The vote has to be a record vote and for transparency, the tax rate proposed for this budget is 0.538882 per \$100 assessed valuation, which is three cents above the no new revenue rate

Public Hearing

Mayor Porter opened the public hearing on Item 3 at 6:52 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:52 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mulliqi, to approve Item 3 as presented. A vote was taken and the motion passed 6-1 with Mayor Porter, Councilman Duke, Councilman Strang, Mayor *pro tem* Forrester, Councilman Hoover, and Councilman Mulliqi voting for and Councilman Williams voting against.

4. **Consider, and act upon, approving the property tax revenue increase reflected in the budget.**

Staff Comments

Finance Director Brown addressed the Council stating in compliance with state law, this Item is for Council to recognize that there is a total tax revenue increase with the proposed tax rate in the budget that was approved.

Council Action

A motion was made by Councilman Mulliqi, seconded by Councilman Duke, to approve Item 4 as presented. A vote was taken and the motion passed 7-0.

5. **Hold a Public Hearing on the proposed tax rate of \$0.538882 per \$100 assessed valuation for fiscal year 2023-2024 and provide all interested persons an opportunity to be heard, either for or against the tax rate.**

Staff Comments

Finance Director Brown addressed the Council stating on August 8, 2023, the City Council voted to accept the calculation of the no new revenue tax rate, the voter approval tax rate, and the proposed tax rate for the 2023-2024 budget. The proposed tax rate is above the no new revenue tax rate and the City is required to have this public hearing so that citizens can be heard. All of the required tax information was published in the City's official newspaper the Wylie News on August 16, 2023, in the Notice of Meeting to Vote on the Tax Rate.

Public Hearing

Mayor Porter opened the public hearing on Item 5 at 6:56 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:57 p.m.

Council Action

No action is required.

- 6. Consider, and act upon, Ordinance No. 2023-40 fixing the ad valorem tax rate/levy for the Tax Year 2023 and Budget Year 2023-2024 at \$0.538882 per \$100 assessed valuation.**

Staff Comments

Finance Director Brown addressed the Council stating the tax rate has two components, 0.398412 per \$100 valuation is allocated for maintenance and operations, and 0.140470 is dedicated to fund the General debt service. The Property Tax Code requires that this vote be separate from the adoption of the budget, which was done earlier and if the tax rate exceeds the no new revenue rate, the vote on the Ordinance must be a record vote requiring at least 60 percent of the members of the governing body voting in favor of the Ordinance.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to move that the property tax rate be increased by the adoption of a tax rate of 0.538882, which is effectively a 5.90 percent increase in the tax rate. A vote was taken and the motion passed 6-1 with Mayor Porter, Councilman Duke, Councilman Strang, Mayor *pro tem* Forrester, Councilman Hoover, and Councilman Mulliqi voting for and Councilman Williams voting against.

- 7. Consider, and act upon, the award of W2023-89-A for the purchase of the City of Wylie On-Demand Ridesharing Public Private Partnership Program to Trippp Consultant, LLC. for a 3-year base term in the amount of \$571,543, and authorizing the City Manager to execute any and all necessary documents.**

Staff Comments

Deputy City Manager Ollie addressed the Council introducing and giving appreciation to Senior Buyer Chris Rodriguez. Ollie stated since 2016 the City has had a rideshare partnership with DART, and in 2022 they notified all non-member cities that they were going to end the service. Staff met with surrounding cities to talk through some scenarios to see what the City could offer the citizens moving forward as this is an important service to the citizens as the City had 921 registered users from January to May 2023. Staff put together an RFP for on-demand rideshare services and this item is a contract for a vendor. Rodriguez addressed Council stating the City received two responses with Trippp Consultant being the highest technical and apparent low bidder. Staff recommends the award of bid Trippp Consultant for a three-year base term.

Council Comments

Mayor Porter asked regarding the base term if there is a system in place if the usage continues to increase so that it is fair to both parties for overages. Rodriguez replied they would bill the City accordingly. Parker added this will provide a well-rounded service with more options and flexibility than we currently have, and stated an app can be created for our citizens to use for events, as an example Bluegrass on Ballard, to help with parking issues. Parker stated the initial year is a little costlier as everything has to be set up but after that, it is strictly a subsidy. Mayor *pro tem* Forrester asked if this service is free to the citizens, or is there a subsidized cost. Ollie replied there would be a cost to the user depending on if the City wants to set up a subsidy. Councilman Williams stated it sounds like a great program, and added he would like something added so that ETJ residents do not receive the same monetary benefits that citizens receive if the City subsidizes. Ollie replied that it can be set up in the software. Porter stated this is a great service to add, in addition to the ADA plan, to allow accessibility for citizens. Ollie added services

will be available 24 hours/7 days a week and 365 days a year. Councilman Mulliqi thanked staff and stated some citizens over 65 years old may not have access to the app and asked if they would be able to call in. Ollie replied there would be a dial-in number, and a designated rideshare page would be added to the City website that would include all of the information.

Council Action

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

- 8. Consider, and act upon, the approval of W2023-105-I for the purchase of Splash Pad features and installation services from Rain-Drop for both East Meadow Trail and Community Park Splash Pads in the amount of \$1,326,921.70 through a cooperative purchasing contract with Sourcewell Cooperative Purchasing (#010521-RDP) and authorizing the City Manager to execute any necessary documents.**

Staff Comments

Assistant Parks and Recreation Director Stowers addressed the Council stating Parks and Recreation staff have met with contractors, and seven different contractors will be used to complete this project, two of those being City departments, Public Works, and Parks and Recreation. This item is for 50 percent of the total cost of the project for both East Meadow Trail and Community Park splash pads including the actual splash pads, the features for the installation, the concrete surfacing, the sun deck and non-slip material that goes on top, and the work inside the mechanical room including the pumps and balance tank for a cost of \$1,326,921.70. This does not include the parking, the infrastructure, the utility work, or the restrooms.

Council Comments

Mayor *pro tem* Forrester asked what does staff expect the remaining contracts to come in to finish the project as the rejected bid price was approximately \$3.17 million and tonight it is about \$1.3 million. Stowers replied available funds for the two splash pads are \$2,570,000 and this contract is for 50 percent of the project; therefore, the remaining balance will be roughly a little over \$1.2 million. Council thanked staff for the work they have done on this project. Mayor Porter asked if staff has an idea of when these will be completed and open to the public. Stowers explained the construction process and estimated the weekend of Memorial Day 2024 for opening weekend.

Council Action

A motion was made by Councilman Mulliqi, seconded by Mayor *pro tem* Forrester, to approve Item 8 as presented. A vote was taken and the motion passed 7-0.

RECESS CITY COUNCIL

Mayor Porter recessed the Council at 7:20 p.m.

CALL TO ORDER THE WYLIE PARKS & RECREATION FACILITIES DEVELOPMENT CORPORATION (4B)

Mayor Porter called to order the Parks and Recreation 4B meeting at 7:27 p.m. The following Board Members were present: Board Member Matthew Porter, Board Member David R. Duke, Board Member Scott Williams, Board Member Sid Hoover, Board Member Auston Foster, Board Member Whitney McDougall, and Board Member Scott Hevel.

COMMENTS ON NON-AGENDA ITEMS

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There were no persons present wishing to address the Parks and Recreation Facilities Development Corporation (4B) Board.

REGULAR AGENDA

- 1. Consider, and act upon, approval of August 23, 2022 Regular Wylie Parks and Recreation Facilities Development Corporation (4B) meeting minutes.**

Council Action

A motion was made by Board Member Duke, seconded by Board Member McDougall, to approve Item 1 as presented. A vote was taken and the motion passed 7-0.

- 2. Consider, and act upon, approval of the Fiscal Year 2023-2024 4B Budget and authorize expenditures for the FY 2023-2024 Community Services Facilities Capital Improvement Plan.**

Staff Comments

Finance Director Brown addressed the Board giving a summary of the 4B budgets for 2024 and reminded the Board that the activities of 4B are accounted for in two different fund types, one being the Sales Tax Revenue Fund and the other the 4B Debt Service Fund. The Sales Tax Revenue Fund includes several departments, including the Brown House, Senior Recreation Center, Stonehaven House, and a portion of Parks and Combined Services. Their proposed revenues for the 24-budget year are \$5,696,500 which includes a 10 percent increase in the sales tax revenue over the 23-budget year, and the proposed expenditures are \$5,479,756 which includes one equipment operator, Pirate Cove playground replacement, Community Park playground surfacing and phase two installation, a large mower replacement, a pavilion at the library, and a zero-turn mower. A very healthy fund balance is projected at a little over \$4 million and the fund balance policy requirement is 25 percent of the budgeted sales tax revenue, which is equal to about \$1.1 million. The 4B Debt Service Fund will make bond payments this year of principal and interest totaling \$387,100 which is supported by a transfer from the 4B Sales Tax Revenue Fund, and the current outstanding debt for the 4B fund is \$755,000, which will be completely paid off in fiscal year 2025.

Council Action

A motion was made by Board Member Duke, seconded by Board Member Hevel, to approve Item 2 as presented. A vote was taken and the motion passed 7-0.

ADJOURN 4B BOARD

A motion was made by Board Member McDougall, seconded by Board Member Duke, to adjourn the meeting at 7:35 p.m. A vote was taken and the motion passed 7-0.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 7:37 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 7:37 p.m.

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

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

ES1. Discuss property generally located at Brown and Country Club, and Skyview and Park.

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

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2013-9a, 2021-2d, 2021-4c, 2021-5a, 2021-6c, 2021-9b, 2022-1b, 2022-1c, 2022-7b, 2022-10c, 2023-1a, 2023-1c, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-7a, 2023-7b, and 2023-7c.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 8:45 p.m.

READING OF ORDINANCES

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

City Secretary Storm read the captions of Ordinance Nos. 2023-35, 2023-36, 2023-37, 2023-38, 2023-39, and 2023-40 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Mulliqi, to adjourn the meeting at 8:48 p.m. A vote was taken and the motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Bufflehead Addition, establishing one light industrial lot on 8.96 acres. Property generally located at 1011 E. Brown Street.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Tracee Belzle Dean

APPLICANT: Westwood Professional Services

The applicant has submitted a Preliminary Plat to create Lot 1, Block A of Bufflehead Addition on 8.96 acres. The property is generally located at 1011 E. Brown Street. The purpose of the Preliminary Plat is to create one lot for the development of a battery backup storage use. The property is zoned Light Industrial with a Special Use Permit to allow for the proposed battery backup storage use (Ordinance No. 2023-29).

The site plan for the development was approved by the P&Z Commission in August 2023.

The Preliminary Plat document does not contain fire lane or access easements due to the developer being in conversations with Oncour regarding the paving layout. The easements will be required to be dedicated on the Final Plat once the paving layout has been determined. The plat dedicates right-of-way for Eubanks Lane and E. Brown Street.

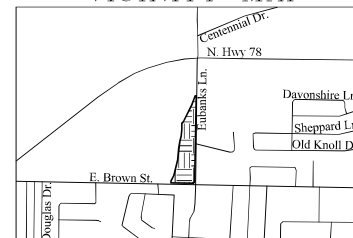
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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

P&Z Recommendation

The Commission voted 7-0 to recommend approval.

VICINITY MAP



STATE OF TEXAS §
COUNTY OF §

OWNER'S CERTIFICATE

WHEREAS, Tracie Belle Dean (the Owner) of a tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, Collin County, Texas, and being out of as 8.96 acres was conveyed to her/himself by Rodney Smith & Dolores Smith in County Clerk File No. 100890000450, and being further described as follows:

BEING an 8.96 acre tract as described in Vol. 4055, page 331, Collin County Deed Records, out of the Francisco De La Pina Survey, Abstract No. 688, Collin County, Texas, and being further described by meter and bounds as follows:

Beginning at an "X" at the North-Northeast corner of East Brown Road for the Southeastly most Southwest corner;

THENCE N 88°52'47"W - 401.66 feet along and right-of-way to a 1/2 inch iron rod with cap "CEC 10194378" set for the Southwest corner, same being the Southwest corner of the Oncor Lavon Switching Station Addition to the City of Wylie, Collin County, Texas, as recorded in Instrument No. 2008-631 acres tract;

THENCE with the continuation of a creek the following calls, same being the East line of said Oncor Addition:

N 4°03'19"E - 26.60 feet to a 1/2 inch iron rod with cap set for a corner;
N 25°39'27"E - 112.18 feet to a point for a corner;
N 14°25'23"E - 195.18 feet past a 1/2 inch iron rod found for the Northeast corner of said addition, as all 29.25 feet to a point for a corner;
N 4°57'12"E - 197.94 feet to a 1/2 inch iron rod found for a corner;
N 8°52'54"E - 138.94 feet to a 1/2 inch iron rod found for a corner;
N 14°43'45"E - 24.55 feet to a 1/2 inch iron rod found for a corner;
N 14°43'45"E - 123.07 feet to a 1/2 inch iron pipe found for a corner;
N 0°28'47"E - 103.44 feet to a 1/2 inch iron rod found for a corner;
N 41°48'31"E - 24.65 feet past a 1/2 inch iron rod found for the Southeastly most Northeast corner and 39.02 acre tract, in all 47.54 feet to a point for a corner;
N 26°17'31"E - 331.04 feet along the East line of a 16.50 acre tract as recorded in Volume 4055, page 1353, Deed Records Collin County, Texas, to a 1/2 inch iron rod found for a corner;
N 20°37'53"E - 169.47 feet to a point for the Northwest corner;
THENCE N 88°58'50"E - 182.24 feet to a map and with westerly "CEC 10194378" set in the center on Eubank Lane for the Northeast corner;
THENCE S 0°56'20"W - 154.10 feet along and continue to an "X" set in concrete for the Northernly most Southwest corner;
THENCE N 88°42'29"W - 4.66 feet to an "X" set in concrete;
THENCE S 46°00'00"W - 28.23 feet to the POINT OF BEGINNING and containing 8.96 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Tracie Belle Dean, acting herein by and through her (she) duly authorized officers, does hereby ask this plat depicting the herein above described property as **Redefined Addition**, an addition to the City of Wylie, Texas, and does hereby declare, in the simple, to the public use forever, the streets, right-of-way, and other public improvement-conditions therein. The streets and alleys, if any, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or grounds shall be constructed or placed upon, over or across the easements or down, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the natural use and accommodation of all public utilities desiring to use or using the same within the easement limits there to particular utilities, and use by public utilities being subordinate to the public's and City of Wylie use thereof.

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in and easements. The City of Wylie and public utility entities shall at all times have the full right of access 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 proceeding permission from anyone.

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

WITNESS, my hand, this ___ day of _____, 20__.

BY: Tracie Belle Dean

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §

COUNTY OF §

Refer me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tracie Belle Dean, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this ___ day of _____, 20__.

Notary Public in and for the State of Texas

My Commission Expires On

PRELIMINARY PLAT

Bufflehead Addition,

Block A, Lot 1

Situated in the Francisco De La Pina Survey,
Abstract No. 688

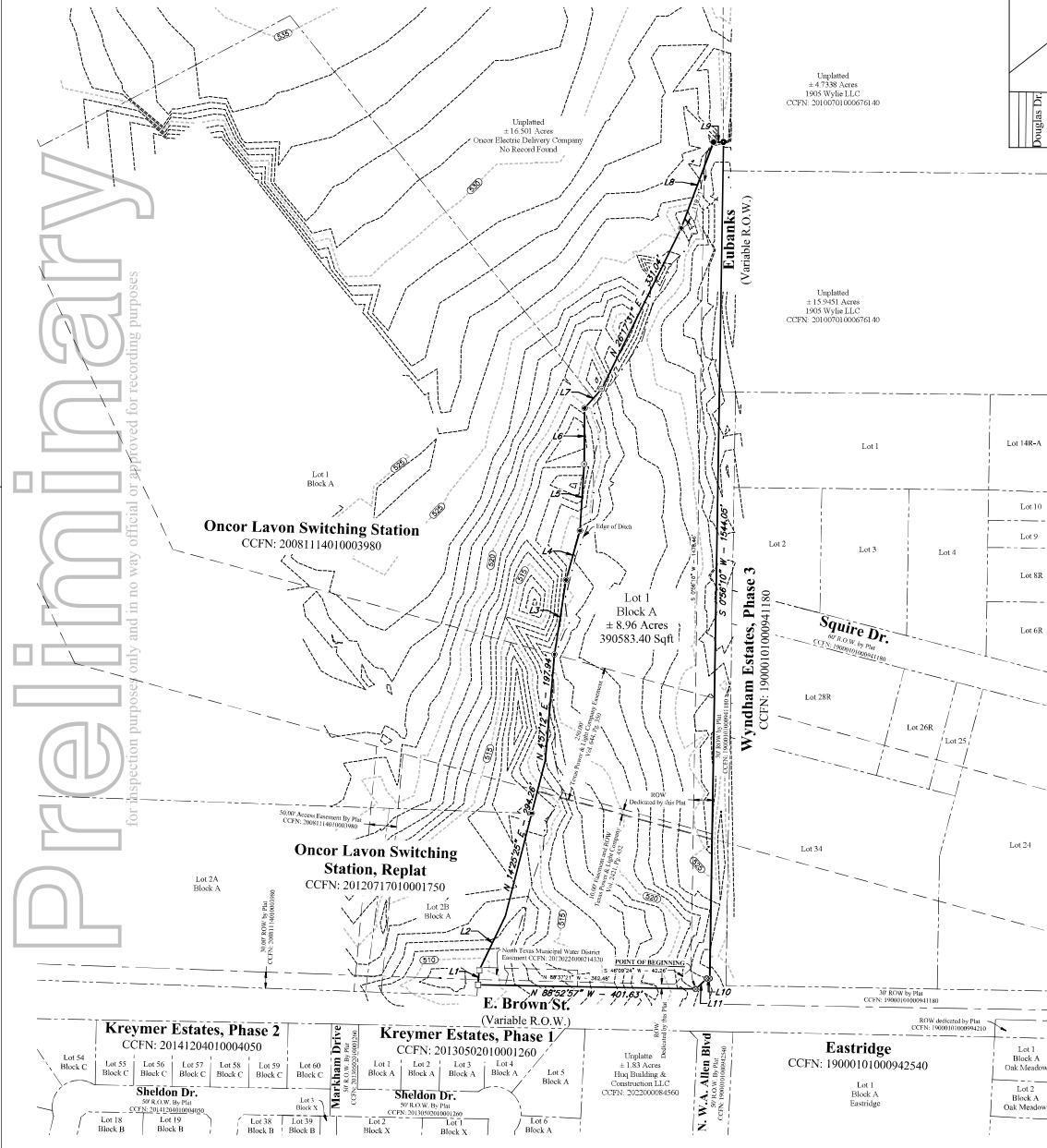
an addition to the City of Wylie,

Collin County, Texas

Total ± 8.96 Acres

August 9, 2023

Preliminary
for inspection purposes only and in no way official or approved for recording purposes



Property Owner: Tracie Belle Dean
Owner Address: 955 VZ County Road 3213, Wills Point, TX 75169
Phone Number: (214) 226-6073

Surveyor: Justin Outwell
Surveyor Address: 8312 Upham Ave., Lubbock TX, 79424
Phone Number: (806) 470-6686

Surveyor: Justin Outwell
Surveyor Address: 8312 Upham Ave., Lubbock TX, 79424
Phone Number: (806) 470-6686

Unplatted
± 4.738 Acres
1905 Wylie LLC
CCFN: 20100701000676140

Unplatted
± 15.9451 Acres
1905 Wylie LLC
CCFN: 20100701000676140

Lot 1 Block A
± 8.96 Acres
390583.40 Sft

Oncor Lavon Switching Station, Replat
CCFN: 20120717010001750

Kreymer Estates, Phase 2
CCFN: 20141204010004050

Kreymer Estates, Phase 1
CCFN: 20130502010001260

Eastridge
CCFN: 19000101000942540

Unplatted
± 1.83 Acres
Hix Building & Construction LLC
CCFN: 2022000084500

Sheldon Dr.
CCFN: 20141204010004050

Sheldon Dr.
CCFN: 20130502010001260



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Lots 1-2, Block A of Upwind Capital Addition establishing two lots on 4.1396 acres, generally located at 1971 N. State Highway 78.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Steve Conkle

APPLICANT: Blue Sky Surveying

The applicant has submitted a Final Plat to create Lots 1 and 2, Block A of Upwind Capital Addition on 4.1396 acres. The purpose of the plat is to establish two commercial lots. Lot 1, Block A measures 1.0332 acres. Lot 2, Block A measures 3.1034 acres.

The Preliminary Plat and Site Plan for the General Merchandise Use (Popshelf) on Lot 1 was approved in July 2022 and that is the focus of this Final Plat. Additionally, however, an 0.821 acre portion of Lot 2 is on this agenda as a Special Use Permit request for a drive-through restaurant for a Dutch Bros Coffee (ZC 2023-13). Approval of this plat is not approval of the SUP.

This plat dedicates a 24' fire lane, shared access, and a utility easement with access from State Highway 78. Additional utility and visibility triangle easements are also provided along the street frontage of State Highway 78.

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

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

P&Z Recommendation

The Commission voted 7-0 to recommend approval.



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Lots 1R, 2R, 3R1, and 3R2, Block 14 of the Railroad Addition, being a Replat of Lots 1-3A, Block 14 of Railroad Addition, establishing four residential lots on 0.446 acres, property located at 510 E. Marble.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Stone Street Properties

APPLICANT: Barton Chapa Surveying

The applicant has submitted a Replat to create four residential lots on 0.446 acres. The property is located at 510 E. Marble.

The purpose of the Replat is to create four single family attached residential lots for the construction of two duplex structures. The property is zoned Multi-Family and the proposed townhome/duplex use is allowed by-right.

The replat is in compliance with the duplex lot size design standards of the Zoning Ordinance by meeting the minimum requirement of 3,500 square feet for exterior lots and 3,000 square feet for interior lots. The residential units are to be accessed from N. 5th Street and the plat is dedicating a 10' utility easement.

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

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

P&Z Recommendation

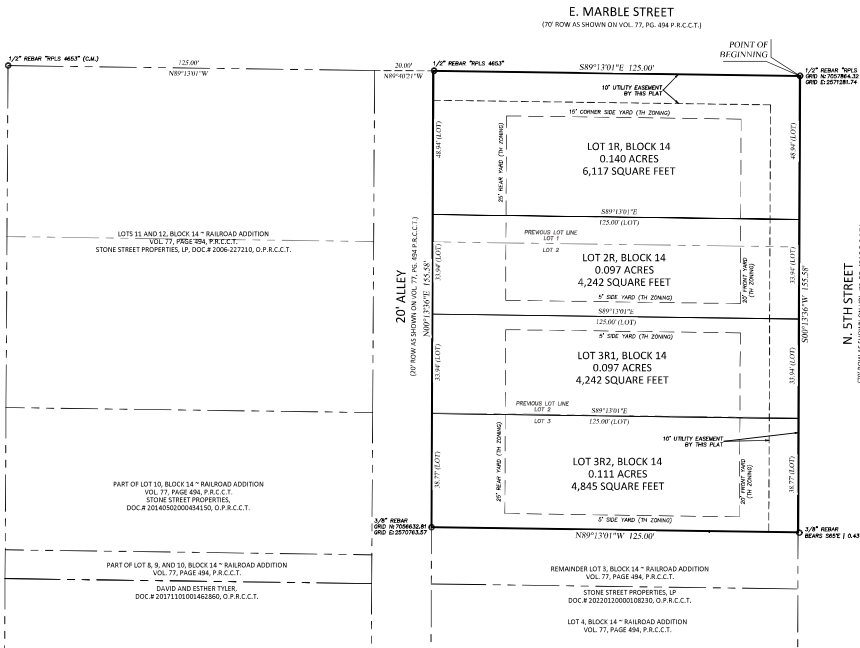
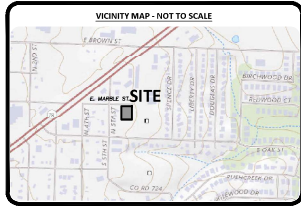
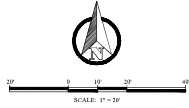
The Commission voted 7-0 to recommend approval.

SURVEYOR'S NOTES:

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83). Distances are surface with a combined scale factor of 1.0003571.
- This property lies within Zone X of the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, map no. 4808SC0535I, with an effective date of 6/2/2009, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).
- The purpose of this replat is to create 4 lots from two and a portion of a third.

LEGEND OF ABBREVIATIONS

- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET



LEGEND OF LINETYPES

- SUBJECT TRACT BOUNDARY
- ADJOINING TRACT BOUNDARY
- CENTER LINE
- EASEMENT
- FENCE (WIRE/WOOD/METAL/CHAIN-LINK)
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- GAS LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND CABLE LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD UTILITY LINE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS STONE STREET PROPERTIES, LP is the owner of a tract situated in the F. De La Pina survey, abstract number 688, City of Wylie, Collin County, Texas, being all of Lots 1, 2, and part of Lot 3, Block 14, Railroad Addition in the City of Wylie, according to the plat recorded in volume 77, page 494, Plat Records, Collin County, Texas, the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar with cap stamped "RPLS 4653" found at the northeast corner of said Lot 1, lying at the intersection of the south line of Marble Street with the west line of 5th Street;

THENCE with the west right-of-way of said 5th Street, SOUTH 00 degrees 13 minutes 36 seconds WEST, a distance of 155.58 feet to the northeast corner of the tract described in the deed to Stone Street Properties, LP, recorded in document number 2020210000108230, Official Public Records, Collin County, Texas, from which a 3/8 inch rebar found bears SOUTH 65 degrees EAST, 0.43 feet;

THENCE through the interior of said Lot 3, with the north line of said Stone Street Properties tract, NORTH 89 degrees 13 minutes 01 second WEST, a distance of 125.00 feet to a 3/8 inch rebar found on the east-right-of-way of a 20' alley;

THENCE with the east right-of-way of said alley, NORTH 00 degrees 13 minutes 36 seconds EAST, a distance of 155.58 feet to a 1/2 inch rebar with cap stamped "RPLS 4653" found at the northwest corner of said Lot 1, lying on the south right-of-way of said Marble Street;

THENCE with the south right-of-way of said Marble Street, SOUTH 89 degrees 13 minutes 01 second EAST, a distance of 125.00 feet, returning to the **POINT OF BEGINNING** and enclosing 0.446 acres (19,447 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That STONE STREET PROPERTIES, LP acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as **LOTS 1R, 2R, 3R1, AND 3R2, BLOCK 14, RAILROAD ADDITION**, an addition in the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

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

STONE STREET PROPERTIES, LP
WITNESS, my hand, this _____ day of _____, 20____.

BY: _____

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for
the State of Texas

SURVEYOR'S CERTIFICATE

That I, John H. Barton III, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

John H. Barton III, RPLS# 6737

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for
the State of Texas

"RECOMMENDED FOR APPROVAL"

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

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas _____ Date _____

"ACCEPTED"

Mayor, City of Wylie, Texas _____ Date _____

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the **RAILROAD ADDITION** to the City of Wylie was submitted to the City Council on the _____ day of _____, 20____, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D., 20____.

City Secretary City of Wylie, Texas



JOB NO.	2023-900311
DRAWN:	BCS
CHECKED:	JHB
TABLE OF REVISIONS	
DATE	SUMMARY

RAILROAD
ADDITION

WYLIE,
TEXAS

REPLAT

RAILROAD ADDITION

LOT 1R, 2R, 3R1, AND 3R2, BLOCK 14
E. DAVIDSON SURVEY, ABSTRACT #267
CITY OF WYLIE COLLIN COUNTY, TEXAS
"TH" ZONING PER CITY OF WYLIE

SHEET

VO1

REPLAT

LEGEND OF SYMBOLS

- [A] air conditioning unit
 ICV [X] irrigation control valve
 EM [O] electric meter
 —X— fence or guardrail
 FH [Y] fire hydrant
 AD [] area drain
 GI [] grate inlet
 GV [] gas valve
 GM [] gas meter
 [S] sanitary sewer manhole
 [D] storm water manhole
 [T] telephone manhole
 TPED [] telephone pedestal
 CO [] utility clean out
 UVC [] comm. utility vault
 UVE [] elect. utility vault
 UVM [] water utility vault
 UP/SP [] utility/service pole
 WV [] water valve
 [W] well
 WM [] water meter
 CATV [] cable tv riser

NOTES:

- This property lies within Zone X of the Flood Insurance Rate Map for Collin County, Texas and Incorporated Areas, map no. 48085C04201, with an effective date of 6/2/2009, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Building footprint shown hereon provided by client.

LEGEND OF ABBREVIATIONS

- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

PROPERTY DESCRIPTION

Lots 1, 2 and part of 3, Railroad Addition, an addition in the City of Wylie, Collin County, Texas, as recorded under Volume 77, Page 494, Plat Records, Collin County, Texas (P.P.C.C.T.).

TITLE COMMITMENT NOTES

This survey was prepared without the benefit of a commitment for title insurance. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

ZONING ORDINANCE

Figure 3.3 - Setback Requirements (TH)	
Lot Area (sq. ft.)	1,500 - increase setbacks
Lot Width (feet)	2,000 - increase setbacks
Lot Depth (feet)	100
Lot Width of Corner Lots (feet)	15
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	120
Minimum Setback	1,000 - Double Front Lots
Minimum Setback	700 - others (2' front)
Setback Requirements - Main Structures	See Section 3.4 Residential Design Standards
Front Yard (feet)	20
Side Yard (feet)	5 for corner lots 5 for corner
Side Yard of Corner Lots (feet)	15
Side Yard of double front lots (feet)	15
Front Yard (feet)	15
Front Yard Double Front Lots (feet)	15
Lot Coverage	60%
Height of Structures	10
Main Structures (feet)	15
Accessory Structures (feet)	15

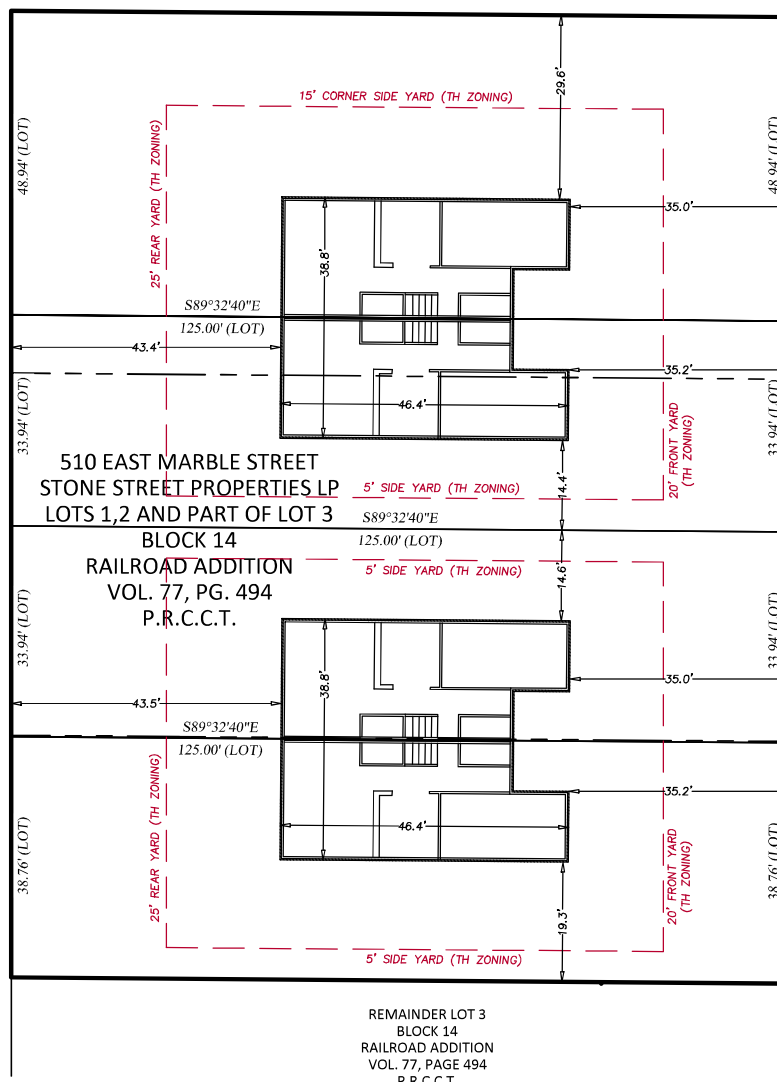


0 10' 20'
SCALE: 1" = 20'

MARBLE STREET

(70' ROW AS SHOWN ON VOL. 77, PG. 494 P.R.C.C.T.)

20' ALLEY
(20' ROW AS SHOWN ON VOL. 77, PG. 494 P.R.C.C.T.)



5TH STREET
(70' ROW AS SHOWN ON VOL. 77, PG. 494 P.R.C.C.T.)

CONCEPT PLAN

LOTS 1, 2 AND PART OF 3,
RAILROAD ADDITION
510 MARBLE STREET
CITY OF WYLIE
COLLIN COUNTY, TEXAS


BARTON CHAPA
SURVEYING
 5200 State Highway 121
 Colleyville, TX 76034
 Phone: 817-864-1957
 info@bcsdfw.com
 TBPLS Firm #10194474

JOB NUMBER: 2023.900.311 - DRAWN BY: BCS - CHECKED BY: JHB



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-18(R) of the City Council of the City of Wylie, recommending to the Collin County Commissioner's Court the renaming of County Road 725 to Parker Road Loop.

Recommendation

Motion to approve the Item as presented.

Discussion

On rare occasions it becomes necessary to rename or renumber a street to ensure the health, safety, and general welfare of the citizens of the City of Wylie.

Due to public safety concerns, the City of Wylie Fire Department and Collin County GIS staff are requesting a street name change from County Road 725 to Parker Road Loop. The road is a short loop located off Parker/Ballard, just south of Park Blvd. The road is labeled as CR 725 on some mapping systems, Parker Road on some, Parker Road Loop on a few, and a combination of the three on yet others. The official name change will remove any confusion for first responders and others.

The name change will affect five property owners. The road name will change but the address numbers will not. Those affected property owners have been notified and as of this report, no responses have been received.

The name change will be considered by the Collin County Commissioners Court with approval of this resolution from the City of Wylie City Council, as the road is shared between the City and the County.

RESOLUTION NO. 2023-18(R)**A RESOLUTION EVIDENCING SUPPORT FOR THE RENAMING OF COUNTY ROAD 725, LOCATED IN COLLIN COUNTY, TEXAS AND THE CITY OF WYLIE, TEXAS, TO PARKER ROAD LOOP.**

WHEREAS, senior staff of the City of Wylie, Texas ("Wylie") requests to redesignate the name of County Road 725 to Parker Road Loop, in Wylie, Collin County, Texas; and

WHEREAS, the City Council of Wylie has investigated into and determined that it will be advantageous and beneficial to Wylie and its inhabitants to designate the name of County Road 725, as set forth below; and

WHEREAS, the City of Wylie notified affected property owners and found no objection;

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

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

SECTION 2: Supporting the redesignation of the name of County Road 725 (as designated in Exhibit "A") to Parker Road Loop by the Collin County Commissioners Court.

SECTION 3: The City Manager is authorized to take any reasonable and necessary action to effectuate the direction and intention of this Resolution.

SECTION 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this the 12th day of September, 2023.

Matthew Porter, Mayor

Attest:

Stephanie Storm, City Secretary

Exhibit "A"
County Road 725





Wylie City Council

AGENDA REPORT

Department: Finance

Prepared By: Melissa Brown

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2023-41 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

The City would like to offer eligible employees the opportunity to sell back 24 hours of accrued sick leave if they are a full-time employee and have 160 hours of accrued sick leave available. This amendment is for the full amount of sick leave buyback that is available, although not all of it may be used since this is a voluntary program. The sick leave buyback expense will be absorbed by the anticipated salary savings.

The amount of anticipated salary savings and sick leave buy back including TMRS and taxes is as follows: see exhibit B for detail by department.

Fund	Salary Savings	Sick Leave Buyback
General Fund	455,200	179,968
4B Sales Tax Fund	19,670	4,330
Utility Fund	104,421	15,383
WEDC	Not Available	3,928

ORDINANCE NO. 2023-41**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2022-56, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

SECTION I: The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2023-41, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 12th day of September, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
Sick Leave Buyback

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	5112	51145	Sick Leave Buyback	8,926.04	
		51310	TMRS	1,383.54	
		51440	FICA	553.41	
		51450	Medicare	<u>129.43</u>	
				10,992.42	
100	5113	51145	Sick Leave Buyback	1,796.77	
		51310	TMRS	278.50	
		51440	FICA	111.40	
		51450	Medicare	<u>26.05</u>	
				2,212.72	
100	5131	51145	Sick Leave Buyback	3,712.66	
		51310	TMRS	575.46	
		51440	FICA	230.18	
		51450	Medicare	<u>53.83</u>	
				4,572.13	
100	5132	51145	Sick Leave Buyback	1,236.82	
		51310	TMRS	191.71	
		51440	FICA	76.68	
		51450	Medicare	<u>17.93</u>	
				1,523.14	
100	5152	51145	Sick Leave Buyback	1,635.56	
		51310	TMRS	253.51	
		51440	FICA	101.40	
		51450	Medicare	<u>23.72</u>	
				2,014.19	
100	5153	51145	Sick Leave Buyback	2,671.15	
		51310	TMRS	414.03	
		51440	FICA	165.61	
		51450	Medicare	<u>38.73</u>	
				3,289.52	
100	5154	51145	Sick Leave Buyback	1,704.64	
		51310	TMRS	264.22	
		51440	FICA	105.69	
		51450	Medicare	<u>24.72</u>	
				2,099.27	
100	5155	51145	Sick Leave Buyback	3,240.99	
		51310	TMRS	502.35	
		51440	FICA	200.94	
		51450	Medicare	<u>46.99</u>	
				3,991.27	
100	5211	51145	Sick Leave Buyback	52,408.58	
		51310	TMRS	8,123.33	
		51440	FICA	3,249.33	
		51450	Medicare	<u>759.92</u>	
				64,541.16	
100	5231	51145	Sick Leave Buyback	41,243.50	

Budget Amendment
Sick Leave Buyback

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
		51310	TMRS	6,392.74	
		51440	FICA	2,557.10	
		51450	Medicare	<u>598.03</u>	
				50,791.37	
100	5241	51145	Sick Leave Buyback	7,467.84	
		51310	TMRS	1,157.52	
		51440	FICA	463.01	
		51450	Medicare	<u>108.28</u>	
				9,196.65	
100	5251	51145	Sick Leave Buyback	1,666.80	
		51310	TMRS	258.35	
		51440	FICA	103.34	
		51450	Medicare	<u>24.17</u>	
				2,052.66	
100	5311	51145	Sick Leave Buyback	2,251.02	
		51310	TMRS	348.91	
		51440	FICA	139.56	
		51450	Medicare	<u>32.64</u>	
				2,772.13	
100	5312	51145	Sick Leave Buyback	2,411.90	
		51310	TMRS	373.84	
		51440	FICA	149.54	
		51450	Medicare	<u>34.97</u>	
				2,970.25	
100	5411	51145	Sick Leave Buyback	4,216.92	
		51310	TMRS	653.62	
		51440	FICA	261.45	
		51450	Medicare	<u>61.15</u>	
				5,193.14	
100	5511	51145	Sick Leave Buyback	3,570.70	
		51310	TMRS	553.46	
		51440	FICA	221.38	
		51450	Medicare	<u>51.78</u>	
				4,397.32	
100	5551	51145	Sick Leave Buyback	5,975.30	
		51310	TMRS	926.17	
		51440	FICA	370.47	
		51450	Medicare	<u>86.64</u>	
				7,358.58	
112	5613	51145	Sick Leave Buyback	537.12	
		51310	TMRS	83.25	
		51440	FICA	33.30	
		51450	Medicare	<u>7.79</u>	
				661.46	
112	5614	51145	Sick Leave Buyback	1,365.12	

Budget Amendment
Sick Leave Buyback

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
		51310	TMRS	211.59	
		51440	FICA	84.64	
		51450	Medicare	<u>19.79</u>	
				1,681.14	
112	5625	51145	Sick Leave Buyback	1,613.15	
		51310	TMRS	250.04	
		51440	FICA	100.02	
		51450	Medicare	<u>23.39</u>	
				1,986.60	
611	5711	51145	Sick Leave Buyback	1,400.68	
		51310	TMRS	217.11	
		51440	FICA	86.84	
		51450	Medicare	<u>20.31</u>	
				1,724.94	
611	5712	51145	Sick Leave Buyback	3,552.90	
		51310	TMRS	550.70	
		51440	FICA	220.28	
		51450	Medicare	<u>51.52</u>	
				4,375.40	
611	5713	51145	Sick Leave Buyback	3,315.34	
		51310	TMRS	513.88	
		51440	FICA	205.55	
		51450	Medicare	<u>48.07</u>	
				4,082.84	
611	5714	51145	Sick Leave Buyback	1,327.44	
		51310	TMRS	205.75	
		51440	FICA	82.30	
		51450	Medicare	<u>19.25</u>	
				1,634.74	
611	5715	51145	Sick Leave Buyback	2,894.04	
		51310	TMRS	448.58	
		51440	FICA	179.43	
		51450	Medicare	<u>41.96</u>	
				3,564.01	
611	5611	51145	Sick Leave Buyback	3,189.74	
		51310	TMRS	494.41	
		51440	FICA	197.76	
		51450	Medicare	<u>46.25</u>	
				3,928.16	
			Sick Leave Buyback		
			TOTAL GENERAL FUND	179,967.92	
			TOTAL 4B FUND	4,329.20	
			TOTAL UTILITY FUND	15,381.93	
			TOTAL WEDC	<u>3,928.16</u>	
				203,607.21	

Exhibit B

	Salary Savings	Sick Leave Buyback	Salary Savings After Sick Leave Buy Back
City Council	\$ -		
City Manager	\$ 4,742.64	\$ 10,992	
City Secretary	\$ 1,576.66	\$ 2,213	
Finance	\$ 2,550.06	\$ 4,572	
Facilities	\$ 10,512.27	\$ 1,523	
Municipal Court	\$ 2,506.98	\$ 2,014	
Human Resources	\$ (108.72)	\$ 3,290	
Purchasing	\$ (354.57)	\$ 2,099	
Information Technology	\$ 804.84	\$ 3,991	
Police	\$ 54,497.59	\$ 64,541	
Fire	\$ 173,708.18	\$ 50,791	
Emergency Communications	\$ 92,821.92	\$ 9,197	
Animal Control	\$ 2,779.81	\$ 2,053	
Planning	\$ 1,621.78	\$ 2,772	
Building Inspections	\$ 30,351.48	\$ 2,970	
Code Enforcement	\$ 1,349.31	\$ -	
Streets	\$ 47,730.18	\$ 5,193	
Parks	\$ 28,217.26	\$ 4,397	
Library	\$ (107.29)	\$ 7,359	
General Fund Salary Savings	\$ 455,200.39	\$ 179,968	\$ 275,232
Brown House	\$ (629.48)	\$ -	
SRC	\$ (2,155.79)	\$ 661	
4B Parks	\$ 14,141.20	\$ 1,681	
WRC	\$ 8,314.45	\$ 1,987	
4B Salary Savings	\$ 19,670.39	\$ 4,330	\$ 15,340.39
Utility Fund Admin	\$ 76.13	\$ 1,725	
Water	\$ 43,674.27	\$ 4,375	
Wastewater	\$ 61,188.18	\$ 1,635	
Engineering	\$ 468.98	\$ 4,083	
Utility Billing	\$ (986.91)	\$ 3,564	
Utility Fund Salary Savings	\$ 104,420.65	\$ 15,383	\$ 89,037.65



Wylie City Council

AGENDA REPORT

Department: Finance

Prepared By: Melissa Brown

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2023-42 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

An insurance recovery in the amount of \$4,280.62 was received to repair damage to one of the meter services trucks. This amendment is to recognize the revenue from the insurance recovery and add the same amount into the fleet services expense account for the repair of this vehicle.

The utilities account for electricity is expected to be short by \$30,000 once the bills are paid through September. This amendment also requests an additional \$30,000 in that account. All accounts in the General Fund Combined Services Department will be very tight this year with the budget to actual. We have transferred between accounts as much as possible.

ORDINANCE NO. 2023-42

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

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

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

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

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

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

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

SECTION I: The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2023-42, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 12th day of September, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
General Fund Insurance Recoveries and Expense for Repair

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	4000	49600	Insurance Recoveries		4,280.62
100	5181	54510	Motor Vehicles	4,280.62	
100	5181	56110	Utilities - Electric	30,000.00	
				<u>34,280.62</u>	<u>4,280.62</u>



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Christopher Rodriguez

Account Code: 100-5411-58570

Subject

Consider, and act upon, the award of a professional services project order (PSPO) #W2023-80-E for the Stone Road from W.A. Allen to Bennett Road, Stone Road Improvement Project to Kimley Horn and Associates, Inc. in the amount of \$487,200.00 and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

City staff through a Request for Qualifications and Professional Services Project Order has selected Kimley-Horn to assist in the design of the reconstruction of Stone Road from W.A. Allen Boulevard to Bennett Road. This project includes the design of a twenty-five (25) year design life asphalt roadway approximately 10,300 linear feet and 20' +/- wide. All drainage crossings located within the project area will also be redesigned for the 100-year storm event and meet current drainage criteria. A design survey and a detailed drainage study will be included. Right-of-way (ROW) dedication will be required in areas where there is currently prescriptive ROW only.

Staff recommends the award of this PSPO to Kimley Horn and Associates, Inc. as the most qualified firm to provide professional and consulting services for the Stone Road Improvement Project. This PSPO is issued under Master Agreement for Professional and Engineering Services (MAPES) #W2021-8-E. Staff has determined Kimley Horn and Associates, Inc. to be the most qualified firm for this project in Category L Specialized Services, in accordance with Government Code 2254.



Wylie City Council

AGENDA REPORT

Department: Police

Prepared By: Anthony Henderson

Account Code: _____

Subject

Consider, and act upon, an Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Royse City, and a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the cities of Josephine and Lavon, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of the Interlocal Cooperation Agreement for Jail Services with the City of Royse City is to establish an agreement for the City of Wylie to provide jail services. Royse City will be able to bring all detainees to the Wylie Jail.

The purpose of the First Amendment to Interlocal Cooperation Agreement for Jail Services with the cities of Josephine and Lavon is to update Section 3.01 (Jail Fees).

The ILA's will outline compensation for service rendered to these agencies by the Wylie Jail.

Interlocal Cooperation Agreement for Jail Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Royse City, Texas, a home-rule city ("Agency"), and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing, and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing, and detention of persons arrested by the Royse City Police Department and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety, and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

Section 2: Term

2.01 Term

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2024, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

2.02 Termination

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

Section 3: Jail Fees

3.01

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee per for the first 24-hour period in custody. Each additional 24-hour period will constitute a separate day and an additional one hundred twenty-five dollars (\$125) per detainee will be charged until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase"), unless Wylie receives written notice to terminate this Agreement from Agency prior to the expiration of such forty-five (45) day period.

3.02

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other costs of services assessed for such reporting period.

3.03

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

Section 4: Jail Services

4.01

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

4.02

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit.
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.

- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.
- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state, and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

Section 5: Medical and Transport Services

5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

5.02

Wylie shall provide medical, emergency, and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency, and ambulance transport service charges.

5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a) Reactivation of the warrant(s) for which the detained is being held;
- (b) Charges are filed at large; or
- (c) Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.

- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign, and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons

with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

Section 8: Controlling Law; Venue

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.

Section 9: Contingency Plan

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

Section 10: Notices

10.01 : Notice

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

if to Wylie:
Brent Parker, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:
Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

Carl Alsabrook, City Manager
City of Royse City
P.O. Box 638
Royse City TX 75189

with a copy to:

Chief Kirk Aldridge
Royse City Police Department
100 W Main St.
Royse City, TX 75189

Section 11: Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

Section 12: Counterparts

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

Section 13: Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under this Agreement.

Section 14: Exclusive Right to Enforce this Agreement

Wylie and the Agency have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

Section 15: Prior Agreements Superseded

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

Section 16: No Partnership or Agency

The parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

Section 17: Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

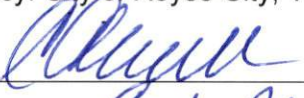
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective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

City of Wylie, Texas

By: _____
 Print Name: _____
 City Manager

Date: _____

Agency: City of Royse City, Texas

By: 
 Print Name: Carl Alsbrook
 City Manager

Date: 8/21/23

First Amendment to Interlocal Cooperation Agreement for Jail Services

This First Amendment to Interlocal Cooperation Agreement ("First Amendment") is entered into by and between the City of Josephine, Texas, a Type A general-law municipality ("Josephine") and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement dated January 12, 2022, which is incorporated herein by reference for all purposes ("Original Agreement"), and together with this First Amendment, (the "Agreement"), wherein Agency contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Josephine Police Department.
2. The parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Amendment to Original Agreement, Section 3.01 (Jail Fees):

Section 3.01 (Jail Fees) of the Original Agreement is hereby amended to read as follows:

"3.01 Jail Fees

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee for the first 24 hour period in custody. Each additional 24-hour period will constitute a separate day and an additional one hundred twenty-five dollars (\$125) per detainee will be charged until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase") unless Wylie receives written notice to terminate this Agreement from Agency prior to the expiration of such forty-five (45) day period."

Section 2: Defined Terms

Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Original Agreement.

Section 3: Ratification

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.

Section 4: Controlling Agreement

To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.

Section 5: Entire Agreement/First Amendment

This First Amendment and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Section 6: Authority to Execute

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

Section 7: Counterparts

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

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

City of Wylie, Texas

By: _____
 Print Name: Brent Parker
 Title: City Manager

Date: _____

Agency: City of Josephine, Texas

By: Lisa Palomba
Print Name: Lisa Palomba
Title: City Administrator

Date: 8/29/2023

First Amendment to Interlocal Cooperation Agreement for Jail Services

This First Amendment to Interlocal Cooperation Agreement ("First Amendment") is entered into by and between the City of Lavon, Texas, a home-rule municipality ("Lavon") and the City of Wylie, Texas, a home-rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement dated January 12, 2022, which is incorporated herein by reference for all purposes ("Original Agreement"), and together with this First Amendment, (the "Agreement"), wherein Agency contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Lavon Police Department.
2. The parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Amendment to Original Agreement, Section 3.01 (Jail Fees):

Section 3.01 (Jail Fees) of the Original Agreement is hereby amended to read as follows:

"3.01 Jail Fees

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee for the first 24 hour period in custody. Each additional 24-hour period will constitute a separate day and an additional one hundred twenty-five dollars (\$125) per detainee will be charged until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase") unless Wylie receives written notice to terminate this Agreement from Agency prior to the expiration of such forty-five (45) day period."

Section 2: Defined Terms

Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Original Agreement.

Section 3: Ratification

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.

Section 4: Controlling Agreement

To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.

Section 5: Entire Agreement/First Amendment

This First Amendment and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Section 6: Authority to Execute

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

Section 7: Counterparts

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

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

City of Wylie, Texas

By: _____
 Print Name: Brent Parker
 Title: City Manager

Date: _____

Agency: City of Lavon, Texas

By: Vicki Sanson

Print Name: Vicki Sanson

Title: Mayor

Date: 9-6-2023





Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: LMB Reality

APPLICANT: Odyssey Services Group

The applicant is requesting a Special Use Permit (SUP) on 1.985 acres to allow for a 16,600 s. f. automobile collision center. The property is located to the north of 451 Westgate Way. The current zoning is Commercial Corridor (CC) and the requested SUP is to allow for an automobile repair major use.

The SUP conditions allow for the requested use and a wooden board on board 8' screening fence with tree plantings every 30' to 40' feet apart around the entire perimeter of the property.

The development is to be accessed by a 24' fire lane that loops around the main structure with access from Westgate Way. A fence and gate are to be installed to screen the outside storage of serviced vehicles. The entrances of the main structure are emphasized with a vehicle canopy.

All vehicle repair work shall be completed inside the building. The development shall be in compliance with all applicable regulations of the Zoning Ordinance including parking and noise regulations.

The adjacent property to the south is developed with a comparable collision center use. The property to the east is developed as a concrete batch plant. The property to the west is undeveloped and zoned commercial. The property to the north is a railroad that is adjacent to a residential subdivision. The subject property lies within the Regional Commercial sector of the Comprehensive Land Use Plan. The proposed zoning is compatible with the Plan.

Notices were sent to 31 property owners within 200 feet as required by state law. At the time of posting, no responses were received in favor nor in opposition of the request.

A site plan and plat review shall be required prior to any construction.

P&Z Recommendation

After verifying that the screening fence will be 8' board-on-board, the Commission voted 7-0 to recommend approval.

Locator Map



ZONING CASE:
 ZC 2023-12 Texas Collision Center

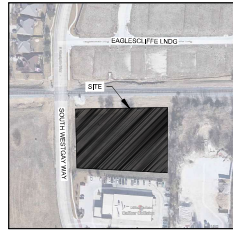
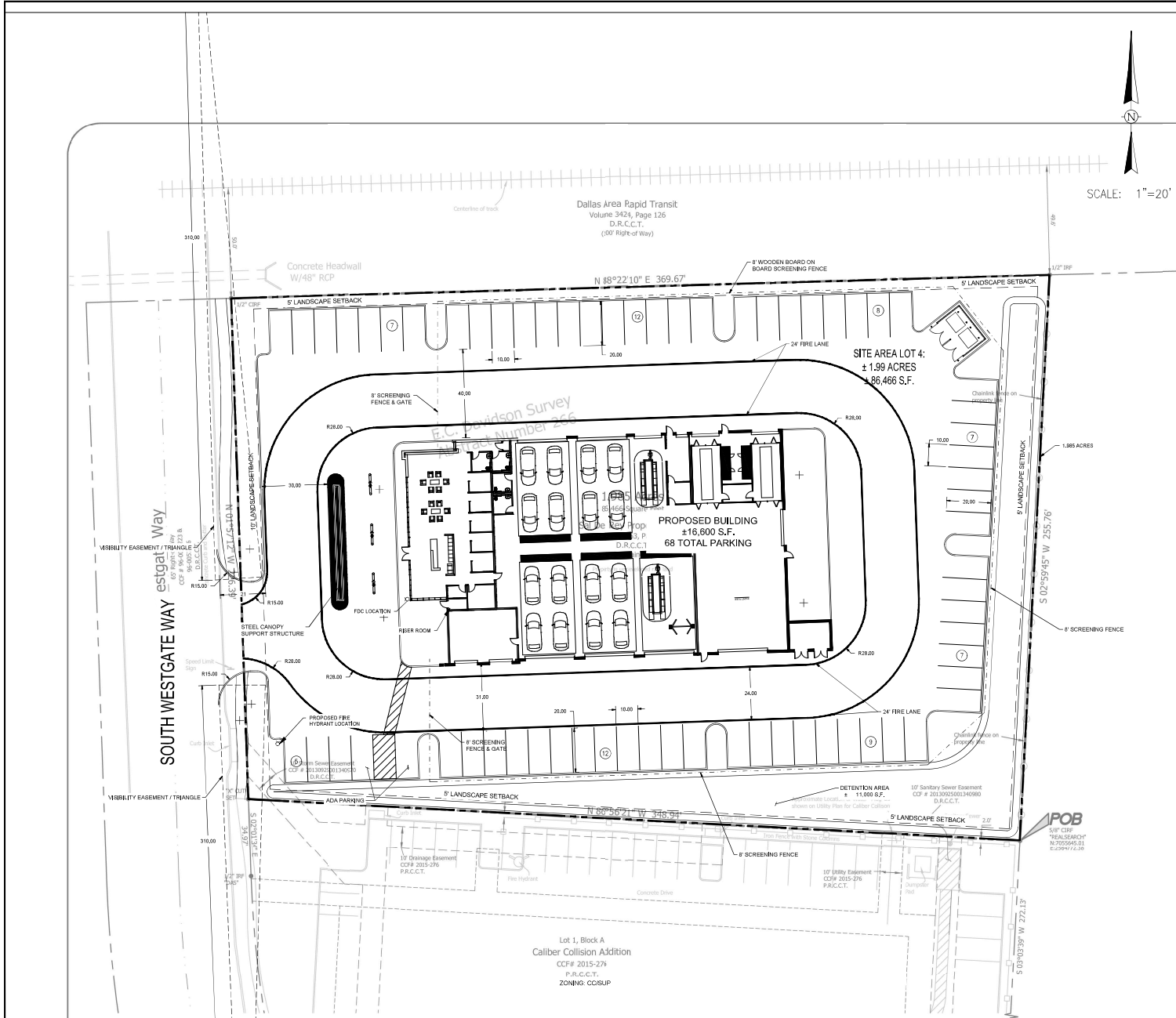
 SUBJECT property

0 0.2 0.4 0.6 Miles



Date: 7/13/2023





VICINITY MAP
NOT TO SCALE

CIVIL FIRM
ODYSSEY SERVICES GROUP, LLC
3940 GARLAND RD.
SUITE 381-188
DALLAS, TX 75218
FIRM NO. 21107

odyssey
SERVICES GROUP

ISSUE/REVISION RECORD	
03-20-23	REV-1
04-03-23	REV-2

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PROFESSIONAL SEAL

PROFESSIONAL CIVIL ENGINEER

PROJECT MANAGER

PROJECT DESIGNER

PROJECT NUMBER

PROJECT NAME

**TEXAS COLLISION CENTER
CONCEPTUAL SITE PLAN
WESTGATE WAY
WYU, TX**

SHEET TITLE
**CONCEPTUAL
SITE PLAN**

SHEET NUMBER
C-1.0



[illegible]

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PROFESSIONAL SEAL

PROFESSIONAL CIVIL ENGINEER

NARCISO LIRA
PROJECT MANAGER
CODY MOORE
PROJECT DESIGNER
CWM
PROJECT NUMBER

PROJECT NAME

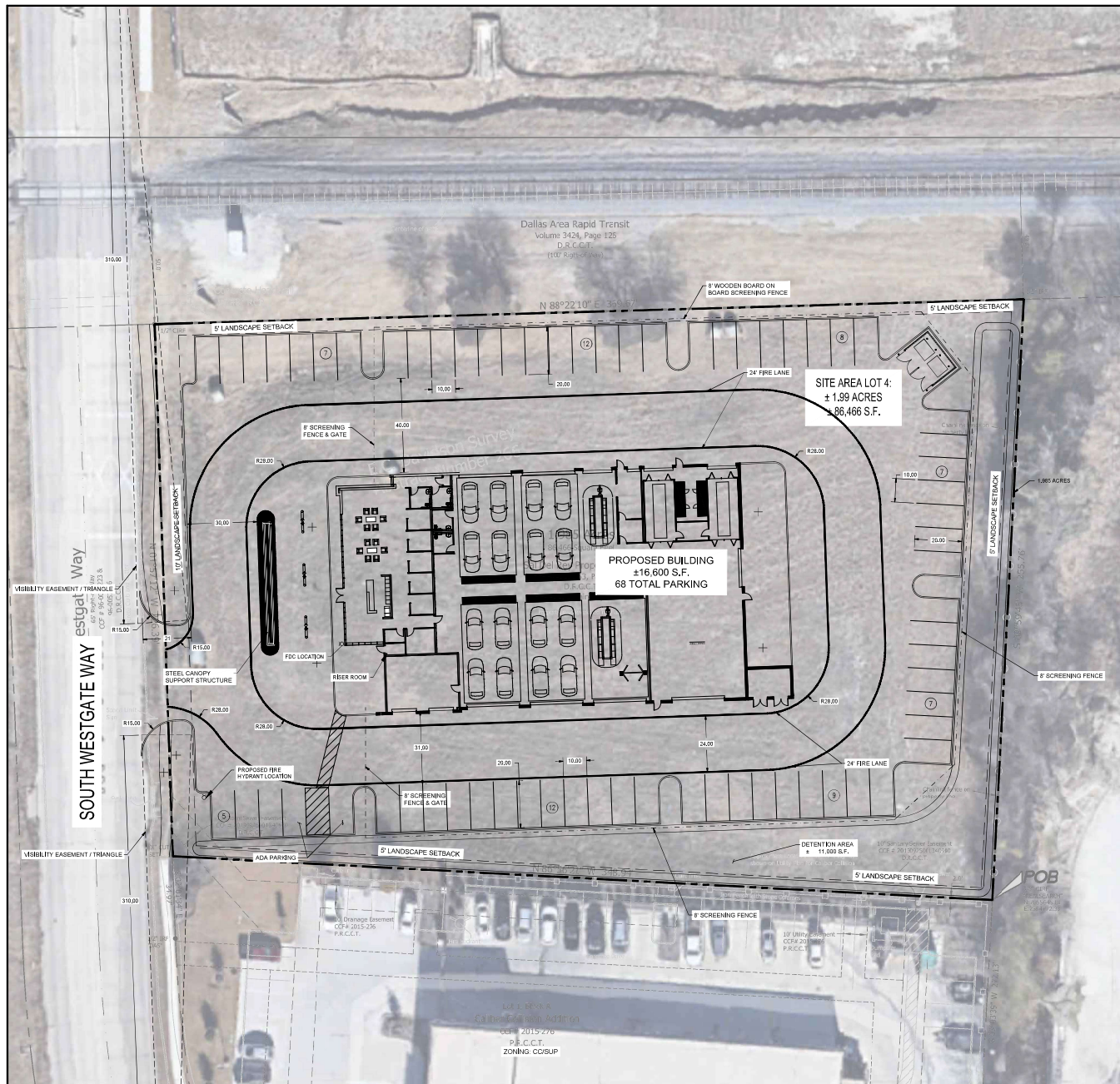
**TEXAS COLLISION CENTER
CONCEPTUAL SITE PLAN
WESTGATE WAY
WYLLIE, TX**

SHEET TITLE

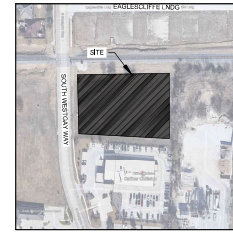
**CONCEPTUAL
SITE PLAN**

SHEET NUMBER

C-1.1



SCALE: 1"=20'



VICINITY MAP
NOT TO SCALE



Know what's **below**.
Call before you dig.

shelton
ARCHITECTURE



ISSUE DATE: 6.2.23

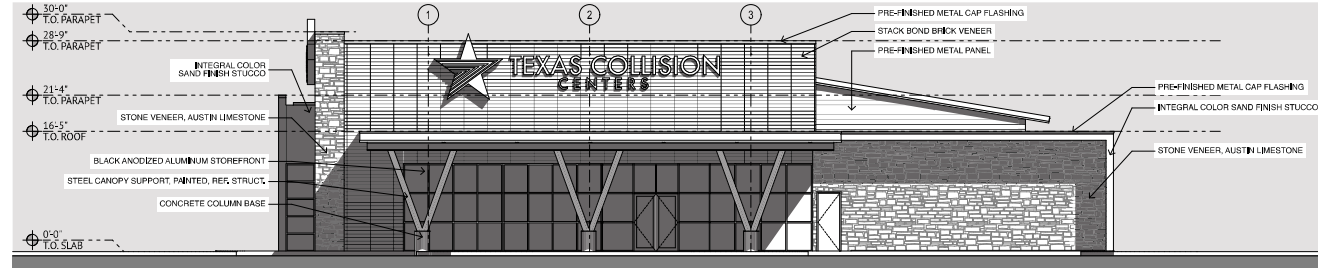
SHELTON ARCHITECTURE-DALLAS
4325 POMONA RD.
DALLAS, TX 75209
214-934-9791
lindsay@sheltonarchitecture.com

odyssey
SERVICES GROUP

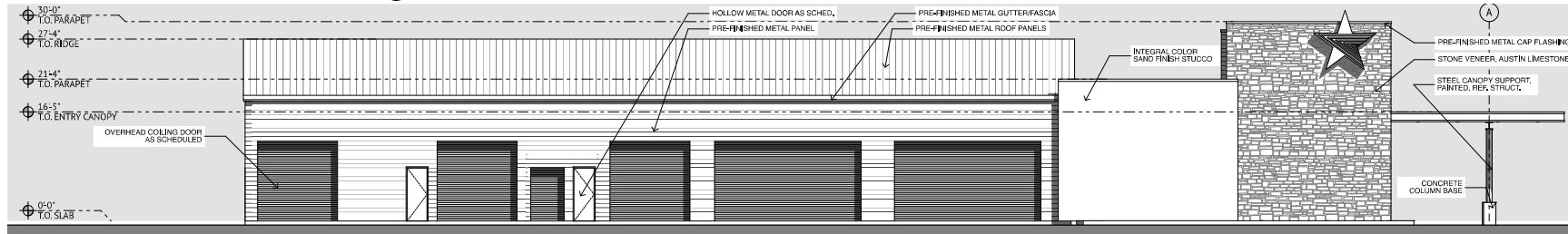


TEXAS COLLISION CENTERS
WESTGATE WAY
WYLLIE, TX

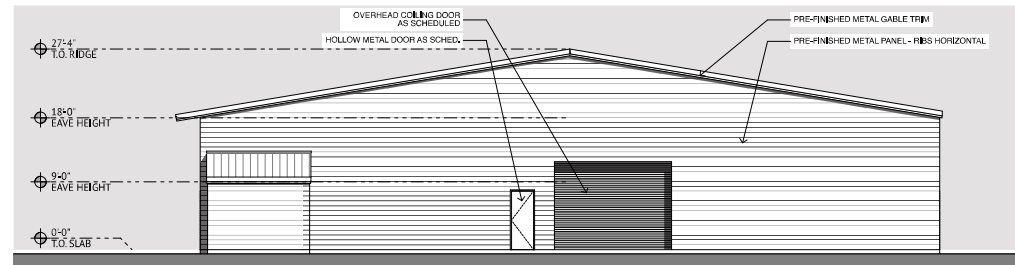
A4.1



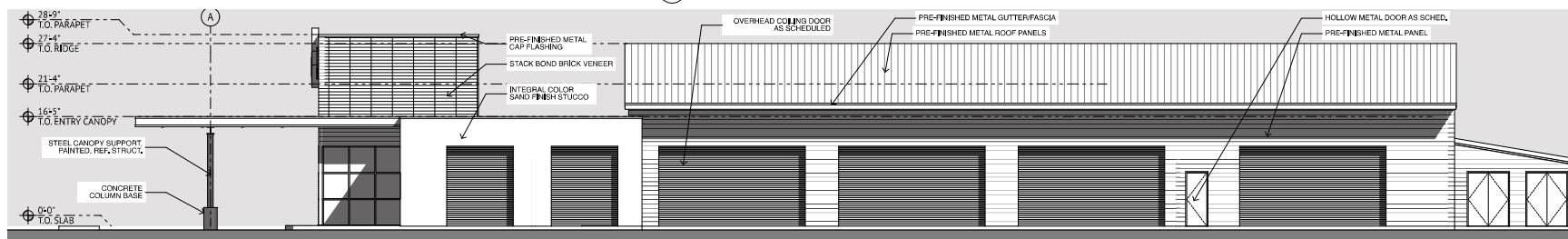
1 WEST ELEVATION
SCALE 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE 1/8" = 1'-0"



3 EAST ELEVATION
SCALE 1/8" = 1'-0"



4 WALL SECTION
SCALE 1/8" = 1'-0"

EXTERIOR ELEVATIONS (1)

Texas Collision Center

EXHIBIT "B"

Conditions For Special Use Permit

I. PURPOSE:

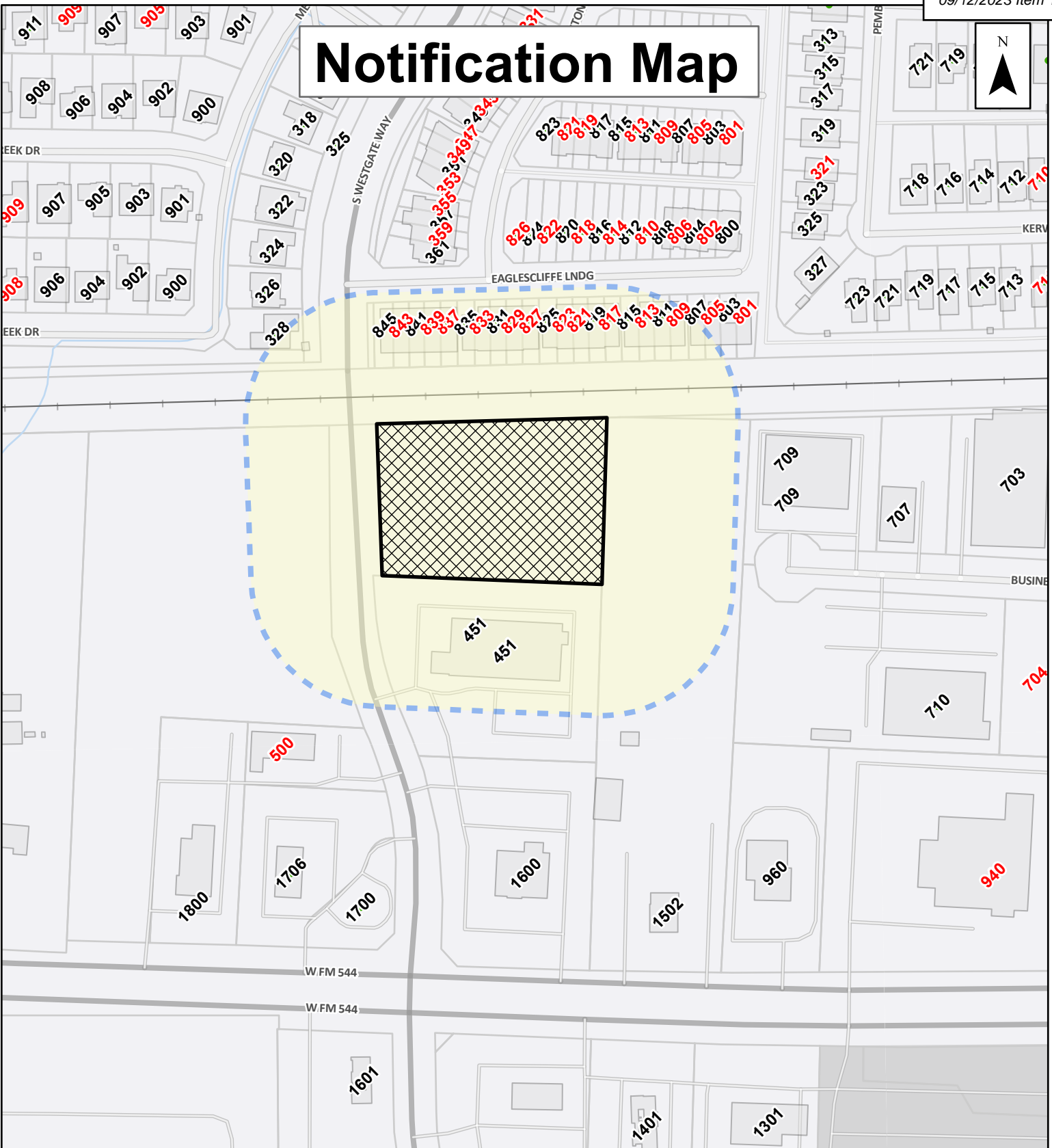
The purpose of this Special Use Permit is to allow for an automobile collision repair center use classified as Automobile Repair, Major.

II. GENERAL CONDITIONS:

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

III. SPECIAL CONDITIONS:

1. The development shall provide a wooden board on board 8' tall screening fence with tree plantings every 30' - 40' apart.



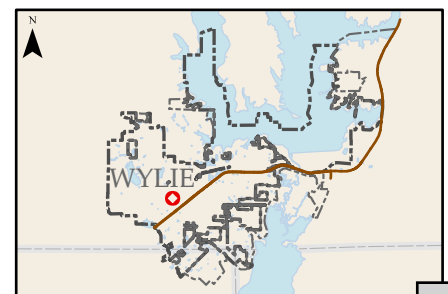
ZONING CASE:
ZC 2023-12 Texas Collision Center

 SUBJECT property  200 foot Notification Buffer

0 100 200 300 400 500 Feet



Date: 7/13/2023





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N. State Highway 78 (ZC 2023-13).

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Upwind Capital LLC

APPLICANT: Cross Engineering

The applicant is requesting a Special Use Permit (SUP) on 0.821 acres to allow for a 950-s. f. drive-through restaurant for a Dutch Bros Coffee. The property is located at 2009 N. State Highway 78. The current zoning is Agricultural (AG/30) and the requested zoning is Commercial Corridor (CC) with a Special Use Permit (SUP).

The applicant has requested the Special Use Permit approval to act as the Site Plan approval for the development. The proposed site plan, landscape plan, and elevations have been reviewed by City staff and meet the requirements of the Zoning Ordinance.

The development is to be accessed by a fire lane that connects to State Highway 78 and to the adjacent lots to the west and south. A total of 12 parking spaces are provided onsite, 10 are required. The 20 percent landscaping requirement is being met and a meandering sidewalk along the frontage of State Highway 78 is provided.

The structure is planned to have an exterior that consists of stone, fiber cement board, and stucco. Canopies are also provided at the main entrance and drive-through windows.

The surrounding property to the west is developed with a general merchandise store. The property to the east contains a hotel. The property to the north contains the Public Safety Building and the property to the south is zoned Agricultural. There are five planned or completed drive-thru restaurants within ½ mile (Fuel City, Panda Express, Highway 55 Burgers Shakes & Fries, Starbucks, and Taco Casa). The site is located in the Regional Commercial sector of the future land use map and is consistent with the existing surrounding development and land use classification of the comprehensive plan.

Notices were sent to 10 property owners within 200 feet as required by state law. At the time of posting, no responses were received in favor nor in opposition of the request.

A replat shall be required prior to any Certificate of Occupancy permits being issued.

P&Z Recommendation

After verifying that the screening fence will be 8' board-on-board, the Commission voted 7-0 to recommend approval.

Locator Map



ZONING CASE:
ZC 2023-13 Dutch Bros #2

 SUBJECT property

0 0.1 0.2 0.3 Miles



Date: 7/13/2023



EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT
WYLIE – DUTCH BROS TX1808

I. PURPOSE:

This Planned Development District shall be established to provide Commercial use, including restaurant w/ drive thru to support the economic growth within the region.

II. GENERAL PROVISIONS:

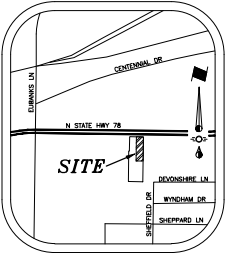
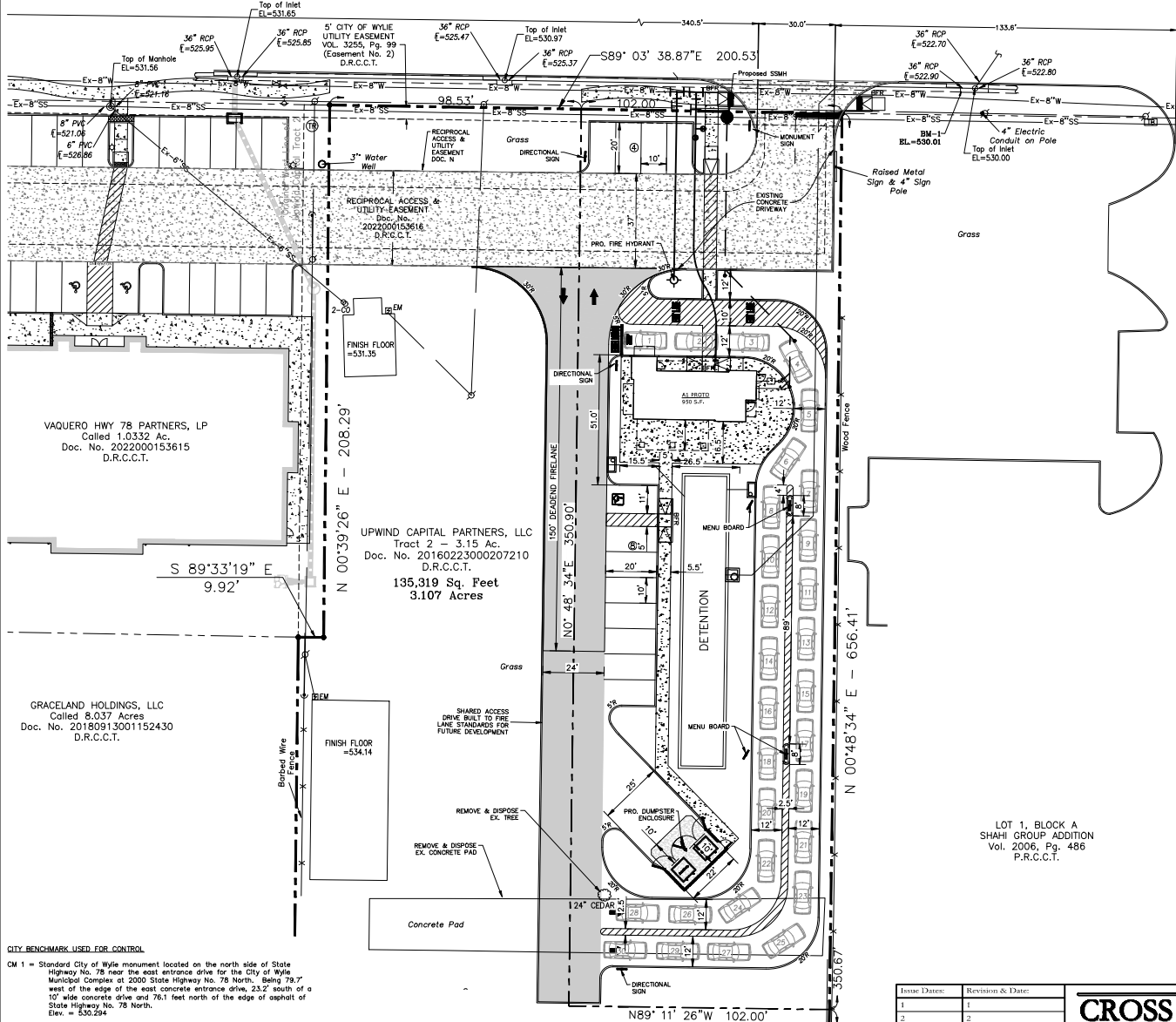
1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. This Planned Development District shall not affect any regulations of the Commercial Corridor District (CC) set forth in Article 4, Section 4.1, of the Comprehensive Zoning Ordinance (adopted as of June 2023) 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 June 2023), in addition to those listed in this paragraph shall be allowed by-right uses.
 - a. Restaurant with Drive-in or Drive-through Service
2. 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 June 2023) in every respect with exception to the uses indicated in Section III.1, above, and the following:
 - a. Remove the maximum parking requirement.
 - Due to the small building footprint of a Dutch Bros store, the maximum parking is reached quickly. There are typically 10 shift employees. A 950 square foot building would only allow for 9 parking spaces.
3. The Zoning Exhibit (Exhibit C) shall serve as the Site Plan or the Dutch Bros Coffee Development. Approval of the SUP shall act as site plan approval.

NORTH STATE HIGHWAY NO. 78

(Variable Width Right-of-way)



VICINITY MAP
NTS

- LEGEND**
- Existing Concrete
 - Proposed Firelane Concrete
 - Proposed Sidewalk
 - Barrier Free Ramp
- REFER TO BUILDING PLANS
FOR ALL SIGNAGE DETAILS
REFER ESNA FOUNTAIN
DRAWINGS FOR SIGN FOOTINGS

SITE DATA TABLE	
A PORTION OF TRACT 2	
LOT SIZE	0.821 ACRES
	35,780.29 SF
EXISTING ZONING	CC
PROPOSED ZONING	CC (SUP)
BUILDING HEIGHT	24'
USE / BUILDING AREA	
RESTAURANT	950 SF
REQUIRED PARKING	
RESTAURANT W/ DRIVE THRU (1 PER 150 S.F.)	7 SPACES
PARKING PROVIDED	12 SPACES
PROVIDED PARKING RATIO	1/80
HANDICAP REQUIRED	1 SPACES
HANDICAP PROVIDED	1 SPACES
BUILDING COVERAGE	2.66%
LANDSCAPE AREA REQUIRED	7,156 SF - 20%
LANDSCAPE AREA PROVIDED	9,469 SF - 26.5%

* 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: Mitchell Mulholland

ARCHITECT:
Coralic Architecture
9700 Moskelle Road, Suite 222
St. Louis, Missouri 63123
Phone (314) 578-4953
Contact: Edin Coralic

SURVEYOR:
Ringley & Associates, Inc.
701 S. Tennessee
McKinney, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

DEVELOPER
Main & Main Capital Group LLC
5750 Genesis Ct, Suite 103
Frisco, Texas 75034
Phone (817) 219-8266
Contact: Robert Vann



NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

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 3915

Drawn By: C.E.C.L.
Checked By: C.E.C.L.
Scale: 1"=20'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF JON
DAVID CROSS, P.E., NO.
82618 ON 7/18/23. IT
IS NOT TO BE USED
FOR CONSTRUCTION
PURPOSES.

SITE PLAN	
DUTCH BROS - TX1808	
MAIN & MAIN CAPITAL GROUP LLC	
WYLLIE, TEXAS	
Sheet No.	SP
Project No.	23017

CITY BENCHMARK USED FOR CONTROL

CM 1 = Standard City of Wylie monument located on the north side of State Highway No. 78 near the east entrance drive for the City of Wylie Municipal Complex at 2000 State Highway No. 78 North, being 79.7' west of the edge of the east concrete entrance drive, 23.2' south of the 10' wide concrete drive and 76.1 feet north of the edge of asphalt of State Highway No. 78 North.
Elev. = 530.294

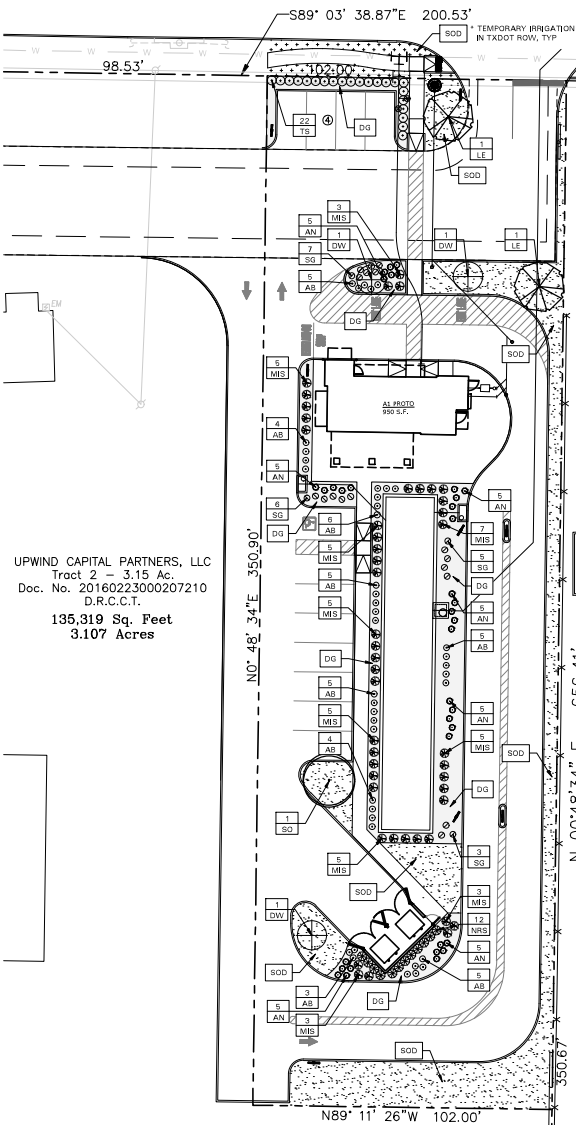
CM 2 = Standard City of Wylie monument located north of State Highway No. 78 and west of South Ballard Street near the southeast corner of the building located at 104 South Ballard Street. Being 10' feet west of the southwest corner of building located at 104 South Ballard Street and 10.4' south of building located at 104 South Ballard Street.
Elev. = 550.238

SITE BENCHMARK

BM-1 = "X" in the southwest corner of a concrete curb inlet on the south side of State Highway No. 78, being 47.5 east of the northeast corner of the subject property.
Elev.=530.01

STATE HIGHWAY NO. 78

(Variable Width Right-of-way)



UPWIND CAPITAL PARTNERS, LLC
Tract 2 - 3.15 Ac.
Doc. No. 20160223000207210
D.R.C.C.T.
135,319 Sq. Feet
3.107 Acres

LOT 1, BLOCK A
SHAHI GROUP ADDITION
Vol. 2006, Pg. 456
P.R.C.C.T.



SCALE: 1" = 20'-0"
0 10 20 40



4245 North Central Express
Suite 501
Dallas, Texas 75206
214.955.7192 office

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
DW	<i>Chilopsis linearis</i>	Dwarf Willow	3	30 gal.	container grown, 3-5 trunk, 8' ht., min. 4' spread min.
1F	<i>Ulmus parvifolia 'Sempervirens'</i>	Laubmoor Elm	2	3" cal.	container grown, 17' ht., 4' spread, 4' branching ht., matching
AB	<i>Quercus shumardii</i>	Shumard Oak	1	3" cal.	container grown, 17' ht., 4' spread, 4' branching ht., matching
SG	<i>Shrubs/Groundcover</i>				
AN	<i>Abelia grandiflora 'Rose Creek'</i>	Dwarf Abelia 'Rose Creek'	42	5 gal.	container full, 20" spread
AN	<i>Juniperus tobinia 'Andorra'</i>	Andorra Juniper	35	5 gal.	container full, 20" spread
MIS	<i>Miscanthus sinensis 'Adagio'</i>	Miscanthus 'Adagio'	46	5 gal.	container full
NRS	<i>Ilex exp. 'Nella R. Stevens'</i>	Nella R. Stevens Holly	12	7 gal.	container full to base, 36" ht., 48" o.c.
SG	<i>Salvia creata 'Red'</i>	Salvia Cressal	21	5 gal.	container full, 20" spread
TS	<i>Leucanthemum Froeseana 'Green Cloud'</i>	Texas Sage 'Green Cloud'	22	5 gal.	container full, 20" spread, 36" o.c.
DG	<i>Cynodon dactylon</i>	Common Bermudagrass			solid sod, refer to notes
DG		Decomposed Granite			4" depth, compacted in 1" lifts with weed barrier fabric

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS. WALKS OR CURBS, CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, WEEDING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THE PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADES. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOOLS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

LANDSCAPE TABULATIONS

THE CITY OF WYLIE, TEXAS

SITE LANDSCAPE

Twenty (20%) percent of the site to be landscape area,	
Total Site Area: 35,780 s.f. (0.821 AC)	Required
7,358 s.f. (20%)	Provided

VISUAL SCREENING

Required screening strip at least 5' wide.	Provided
Evergreen shrubs, 3' ht., at time of planting.	5' screening strip
One (1) ornamental tree per 20 l.f. of visual screen.	Evergreen shrubs, 3' ht.
Visual Screen: 48 l.f.	(3) ornamental trees
Required	provided in alternate location on site due to utility conflict.

PARKING LOT LANDSCAPE

Site Plans requiring more than 12 spaces	
Fifty (50) s.f. of landscape area per parking space.	Required
No parking space further than sixty (60') feet from landscape area on site.	800 s.f.
All parking rows shall have landscape areas at least every twelve (12) parking spaces.	All spaces within 60' of landscape area
Parking Spaces: 12	Landscape area at least every 12 parking spaces
Required	
0 s.f.	

STREET FRONTAGE LANDSCAPE

At least Fifty (50%) percent of the required yard developed as landscaped buffer, at least ten (10') feet in width.	Required
Trees, three (3") inch cal. min. at 40' s.f. s.f.	5' landscape buffer
Four (4") four inch, meandering concrete walkway.	(2) trees 3" cal.
Su17, 78' 65 l.f. (including driveway)	4' meandering concrete walkway
Required	
10' landscape buffer	

DESIRABLE LANDSCAPE REQUIREMENTS USED

- Landscaping in side and rear yard not otherwise required.
- Parking lots with no space further than 40' from landscape area.
- Landscaped pedestrian connection to main entrance.
- Landscaping 10% or more in excess of 50 sq.ft./space.

Issue Dates:	Revision & Date:	CROSS ENGINEERING CONSULTANTS		SEAL	DATE OF TEST
1	1	1720 W. Virginia Street 972-562-4899	McKinney, Texas 75069 Lic. No. P.E. 8-5105		
2	2	Drawn By:	Checked By:	Scale:	
3	3	RMT	KAH	1" = 20'-0"	
4	4				
5	5				
6	6				



LANDSCAPE PLAN

DUTCH BROS - TX1808

MAIN & MAIN CAPITAL GROUP LLC

WYLIE, TEXAS

Sheet No.

L1.01

Project No.
23017

WYLIE DUTCH BROS



ELDORADO STONE- CULTURED STONE
VENEER- BANFF SPRINGS CLIFFSTONE SERIES



SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'

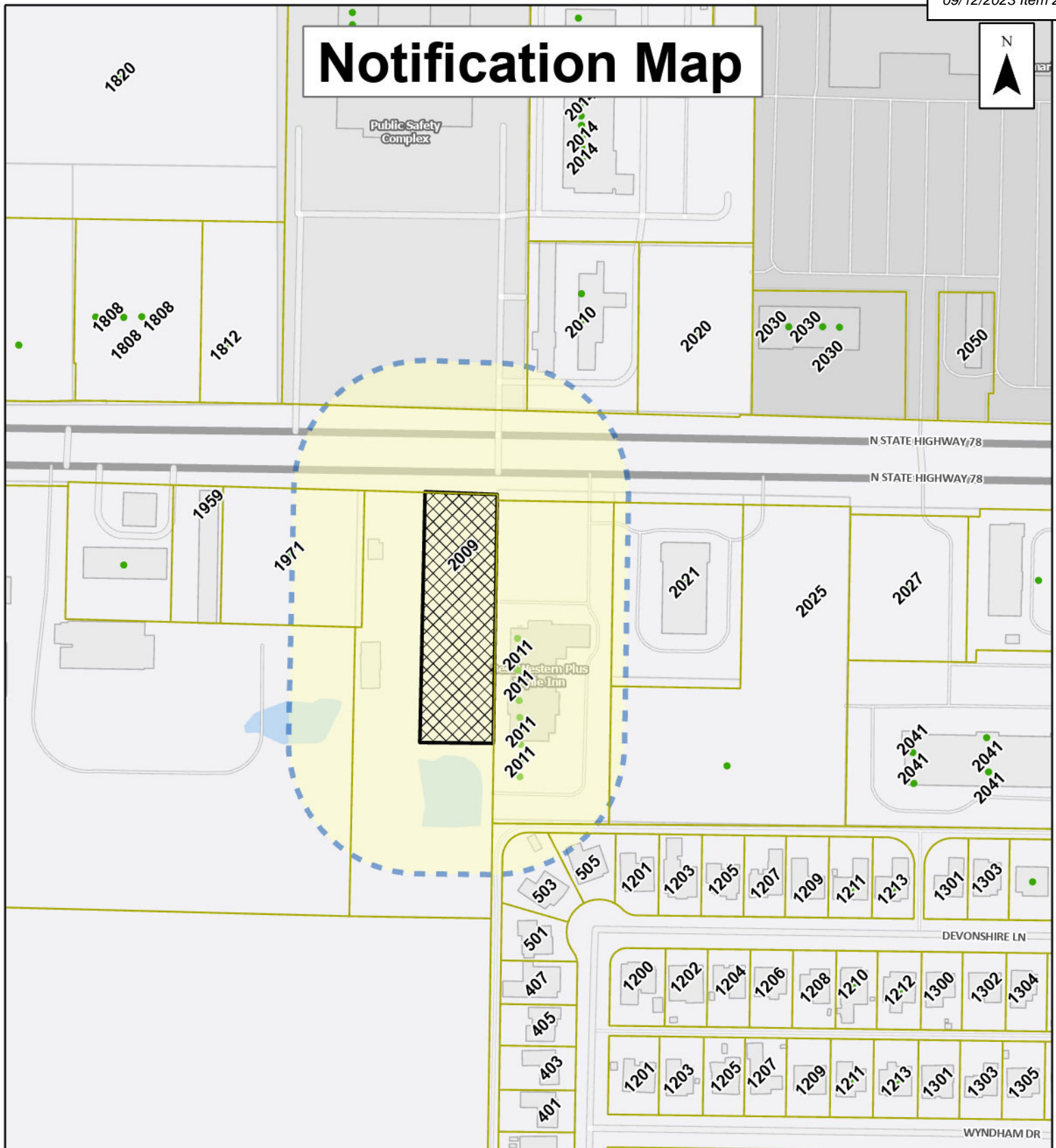
SCALE: 1/4" = 1'

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRVIT	CP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRVIT	CP-2 SYSTEM, SANDPEBBLE FINE E FINISH; REVEALS AS SHOWN	COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHHA	ILLUMINATION, RWP 1815 w/ MATCHING PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
STONE VENER	ELDERADO STONE	CLIFFSTONE, BANFF SPRINGS		COLOR: PER MFR.
STONE SILL	ELDERADO STONE	SHAPED EDGE WANGSCOT SILL		COLOR: FEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1st, 2nd, 1st REVEAL
6	COLUMNS	ELDERADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

NOTE: GO TO PROVIDE 3/4" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATION

COLOR BLDG DB DARK GRAY





ZONING CASE:
ZC 2023-13 Dutch Bros #2

 **SUBJECT property**  **200 foot Notification Buffer**

0 100 200 300 400 500 Feet



Date: 7/13/2023





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-43, designating the public access easement within the FM 544 Gateway Addition as John Yeager Way.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board is requesting for the name of the public access easement within the FM 544 Gateway Addition be named John Yeager Way in honor of John Yeager.

Per the Subdivision Regulations (5.4.B) the use of proper names for the naming of streets requires the approval of City Council.

The EDC Board submitted the following for Council's consideration:

"John Yeager is the longest serving Economic Development Corporation Board member not only in Wylie's history, but in the state of Texas, having played a key role in the city's expansion and growth for over three decades since 1989. John Yeager was appointed as a founding board member of the Wylie EDC in April 1990 and officially served on the board for 31 years. In the timeframe that John Yeager served on the Wylie EDC, the city saw a total market value increase of 1,245% to almost \$5 billion, contributing to the growth and success of our local economy. Over the decades, John Yeager saw the city's population increase from nearly 9,000 to its current population of over 62,000. Additionally, John Yeager served on the Board of Equalization, the Hospital Committee, and the city's Planning and Zoning Commission. John Yeager is also known as the owner of Wylie's oldest continuously operated business, Wylie Insurance, having personally contributed to the Wylie community and its economic success in more ways than one. John Yeager has called Wylie home for 50 years, all while raising his family in Wylie, showing his commitment to the city of Wylie and its residents, and dedicating himself to the continued expansion of its economy."

Staff recommends approval of the request.

ORDINANCE NO. 2023-43

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, DESIGNATING THE NAME OF JOHN YEAGER WAY IN THE 544 GATEWAY ADDITION; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR SEVERABILITY, SAVINGS AND REPEALING CLAUSES.

WHEREAS, John Yeager is the longest serving Economic Development Corporation Board member not only in Wylie's history, but in the state of Texas; and

WHEREAS, John Yeager was appointed as a founding board member of the Wylie EDC in April 1990 and officially served on the board for 31 years, having played a key role in the City's expansion and growth for over three decades since 1989; and

WHEREAS, John Yeager also served on the Board of Equalization, the Hospital Committee, and the City's Planning and Zoning Commission; and

WHEREAS, John Yeager is known as the owner of Wylie's oldest continuously operated business, Wylie Insurance, having personally contributed to the Wylie community and its economic success; and

WHEREAS, John Yeager has called Wylie home for 50 years, all while raising his family in Wylie, showing his commitment to the city of Wylie and its residents; and

WHEREAS, the Wylie Economic Development Corporation has initiated a request to designate the name of John Yeager Way in the FM 544 Gateway Addition in the City of Wylie, Texas, as recorded on July 20, 2023, page 527, plat book 2023 of the Map Records of Collin County, Texas; and

WHEREAS, the City Council of Wylie has investigated into and determined that it will be advantageous and beneficial to Wylie and its inhabitants to designate the name of John Yeager Way, as set forth below:

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

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

SECTION 2: Designating the Name of John Yeager Way. The name of that public access intersecting FM 544 and Commerce Drive in the FM 544 Gateway Addition is hereby designated as John Yeager Way, as shown in Exhibit "A" attached.

SECTION 3: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being

commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Effective Date. This Ordinance shall become effective immediately upon its adoption.

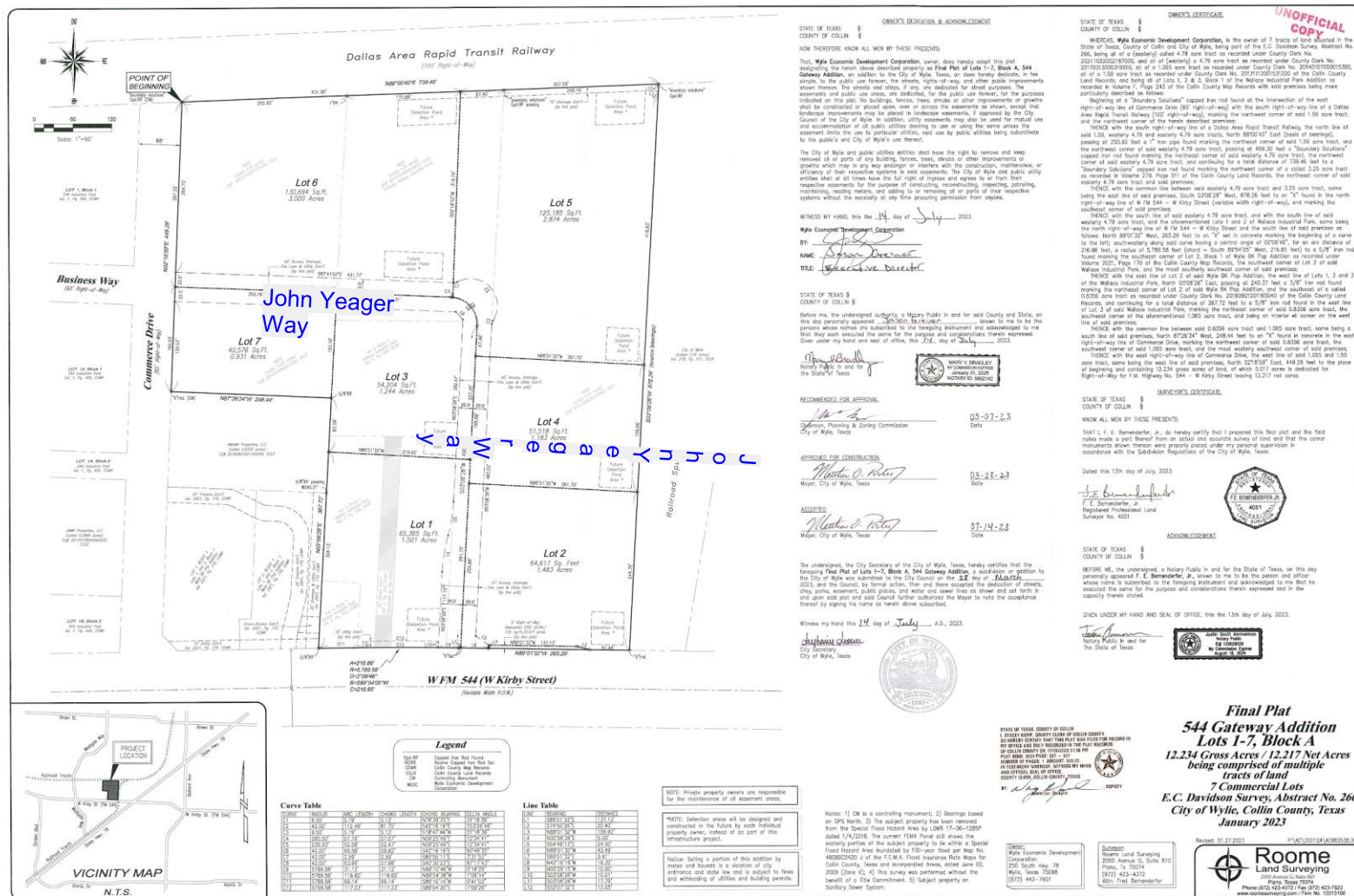
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 12th day of September, 2023.

Matthew Porter, Mayor

ATTESTED TO AND AS TO FORM:

Stephanie Storm, City Secretary

EXHIBIT "A"





Wylie City Council

AGENDA REPORT

Department:	<u>Purchasing</u>	Account Code:	<u>415-5415-58210 - \$ 4,521,250</u>
Prepared By:	<u>Glenna Hayes</u>		<u>447-5447-58210 - \$ 9,938,715</u>

Subject

Consider, and act upon, the award of bid #W2023-99-B for E. FM 544 from North Alfred to Vinson/County Line Road to Tiseo Paving Company in the estimated amount of \$14,459,964.54, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The E. FM 544 Capital Improvement Program (CIP) roadway improvement project spans the limits from north of Alfred Drive to the intersection of County Line Road and Vinson Road. The project includes roadway, traffic, utility, drainage, and pedestrian mobility improvements to expand the corridor from a two-lane undivided asphalt road to a four-lane divided concrete road, and includes a traffic signal at the intersection of E. FM 544 and Alanis Drive, as well as a roundabout at the intersection of E. FM 544 and County Line Road. ROW acquisition is being finalized, and coordination with the East Fork SUD and other franchise utilities is in process.

The City issued the construction bid through its e-bidding partner IonWave, and received eight (8) bids. The apparent low bid for construction is from Tiseo Paving Company in the amount of \$13,771,394.80. Staff recommends an award in the amount of \$14,459,964.54 which includes the low bid of \$13,771,394.80 and a 5 percent pre-awarded Change Order amount of \$688,569.74. Anticipated construction completion is September 2025.

Staff recommends the award of bid #W2023-99-B for E. FM 544 from North Alfred to Vinson/County Line Road to Tiseo Paving Company in the estimated amount of \$14,459,964.54 as the lowest responsive, responsible bidder meeting specifications. Funding for this project is from Collin County ILA Fund 415 (\$4,521,250), General Fund and the 2008 General Obligation Bond Fund 447 (\$5,128,237 and \$4,810,478 transferred from the General Fund).



BID TABULATION W2023-99-B

E. FM 544 IMPROVEMENTS (North of Alfred Drive to Vinson/County Line Road August 17, 2023 @ 3:00 pm CDT

Respondents:

Responding Supplier	Response Total
Tiseo Paving Co.	\$13,771,394.80
DDM Construction Corporation	\$13,953,426.00
MCTMAHON CONTRACTING LP	\$14,370,645.09
RPM xConstruction	\$14,952,732.57
Urban Infraconstruction	\$15,934,120.00
Ed Bell Construction Company	\$16,519,725.00
Ragle Construction, Inc.	\$17,127,964.98
Mario Sinacola & Sons Excavating, Inc.	\$18,604,287.35

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

Glenna Hayes

August 17, 2023

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