Wylie City Council Regular Meeting

February 09, 2021 – 6:00 PM
Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

PR1. Proclamation for Black History Month

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

A. Consider, and act upon, approval of January 26, 2021 Regular City Council and Work Session Meeting Minutes.

B. Consider, and act upon, Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; providing for a penalty for the violation of this ordinance, providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

C. Consider, and act upon, Ordinance No. 2021-08, amending Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19).

D. Consider, and act upon, Interlocal Cooperation Agreements, with modifications, for Jail Services between the City of Wylie and the cities of Murphy and Parker, and authorizing the City Manager to execute any necessary documents.

E. Consider, and act upon, Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.

REGULAR AGENDA

1. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Wylie Lake Park LD, LLC regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road.

2. **Tabled from 01-26-2021**
Remove from table and consider

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Multi-Family (MF) to Planned Development - Multifamily (PD-MF), to allow for townhome development on 26.653 located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

3. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", including the adoption of Ordinance No. 2021-10 authorizing the issuance of "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021"; specifying the terms and features of said certificates; providing for the payment of said Certificates of Obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and features of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of an official statement pertaining thereto; and providing an effective date.

4. Discussion and consideration of all matters incident and related to the issuance of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021", including the adoption of Ordinance No. 2021-11 authorizing the issuance of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021"; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the city; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of a preliminary official statement and an official statement; and providing an effective date.

5. Consider, and act upon, Resolution No. 2021-04(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2021-03(R), which ordered a General Election to be held on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; designating locations of polling places and providing a repealing clause.

6. Consider, and act upon, Resolution No. 2021-05(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, Appointing Election Officials for the General Election on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council.

7. Consider, and act upon, Resolution No. 2021-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and The Collin County Elections Administrator to be administered by the Collin County Elections Administrator for the May 1, 2021 Wylie General Election.

WORK SESSION

WS1. Presentation by Agape Resource & Assistance Center - Affordable and Desirable Housing to Wylie.

WS2. Discuss ongoing efforts for Wylie Fire Rescue grant funding.

WS3. Discuss the progress of the AMI project.

WS4. Discuss Lake Lavon Study – Joint work session with Parks and Recreation Board.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, and State Hwy 78 and Ballard.

ES2. Consider the sale or acquisition of properties located along Skyview Drive, and Country Club Road.

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 2017-10a, 2018-8c, 2020-10b, and 2020-11b.

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 February 5, 2021 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 **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, approval of January 26, 2021 Regular City Council and Work Session Meeting Minutes.

Recommendation

A motion to approve the January 26, 2021 Regular City Council and Work Session Meeting Minutes.

Discussion

Wylie City Council

Minutes

Regular Meeting

January 26, 2021 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Timothy T. Wallis, and Councilman Garrett Mize (6:06 p.m.). Councilwoman Candy Arrington was absent.

Staff present included: City Manager Chris Holsted; Assistant City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Finance Director Melissa Beard; Planning Manager Jasen Haskins; Public Works Director Tim Porter; WEDC Executive Director Jason Greiner; Parks and Recreation Director Rob Diaz; City Attorney Richard Abernathy; City Secretary Stephanie Storm, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Robert Watson, First Baptist Church Wylie, led the invocation and Mayor *pro tem* Forrester led the Pledge of Allegiance.

PRESENTATIONS

PS1. Wylie Way Students.
Mayor Porter and Dr. David Vinson, WISD Superintendent, presented medallions to students demonstrating "Shining the Wylie Way." Each nine weeks one student from each WISD campus is chosen as the "Wylie Way Student."

Councilman Mize took his seat at the dais at 6:06 p.m.

CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizens present wishing to address 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 Minutes of January 12, 2021 Regular Meeting and Work Session of the Wylie City Council.

B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of December 31, 2020.

C. Consider, and act upon, Resolution No. 2021-02(R) authorizing the City Manager to execute a Master Agreement Governing the Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan.

D. Consider, and act upon, Ordinance No. 2021-03 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this ordinance.

E. Consider, and place on file, the City of Wylie Monthly Investment Report for December 31, 2020.

F. Consider, and place on file, City of Wylie Monthly Revenue and Expenditure Report for December 31, 2020.

G. Consider, and act upon, Ordinance No. 2021-04 for a change of zoning from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI), to allow for light industrial development on 2.9068 acres located at 32 Steel Road. (ZC2020-16).

H. Consider, and act upon, the approval of the purchase of Uniform Apparel from ServiceWear Apparel Inc. in the estimated annual amount of $70,000.00 through a cooperative purchasing contract with OMNIA/TCPN Region 4 Cooperative, and authorizing the City Manager to execute any necessary documents.

I. Consider, and act upon, Resolution No. 2021-03(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, ordering the General Election to be administered by the Collin County Elections Administrator and the City of Wylie on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; Designating locations of polling places; Designating filing deadlines; Ordering Notices of Election to be given as prescribed by law in connection with such election.

Mayor Porter requested Items C and D be pulled from Consent Agenda and considered individually.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Consent Agenda Items A, B, E, and F-I as presented. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

Mayor Porter convened the Council into Executive Session at 6:15 p.m.

EXECUTIVE SESSION

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.
A governmental body may not conduct a private consultation with its attorney except:
(1) when the governmental body seeks the advice of its attorney about:
(A) pending or contemplated litigation; or
(B) a settlement offer; or
(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

ES1. City's Ethics Policy.

ES2. Affordable Housing Regulations.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 7:39 p.m.

REGULAR AGENDA

C. Consider, and act upon, Resolution No. 2021-02(R) authorizing the City Manager to execute a Master Agreement Governing the Major Capital Improvement Program for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan.

Council Comments
Mayor Porter asked Public Works Director Porter to explain the roads in question, what the request of Council was on this item, the process for future funds, and confirmed Council is not appropriating funds for the roads this evening.

Staff Comments
Public Works Director Porter stated the City submitted for two projects to be included in the 7th Call for Projects for capital improvements, which include portions of Sachse Road (Muddy Creek Bridge to Dallas County Line) and Pleasant Valley Road (Elm Grove Road to Dallas County Line). Dallas County requests that all participating cities sign these agreements which continue for 10 years. The agreements do not commit the cities to fund these projects, but shows the County the City is interested in the specified projects. Porter stated this Master Agreement outlines the design and funding process with Dallas County for transportation improvements on roads inside the county that are on their Mobility Plan and additional agreements will be presented for consideration if either of the projects is selected for matching funding, including a Project Specific Agreement (PSA) which will establish the contractual rights and responsibilities of the City and County as it relates to the project, and a Funding Agreement (FA) which will establish a preliminary proposed budget for the project.

Public Works Director Porter confirmed Council is not appropriating funds tonight for the two projects. Porter stated outside of impact fees, the City does not have a funding source currently outlined for these projects.

Council Action
A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mize, to approve Consent Agenda Item C as presented. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

D. Consider, and act upon, Ordinance No. 2021-03 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this ordinance.

Staff Comments

Finance Director Beard addressed Council stating there are three components to this budget amendment request which include: merit-based compensation for non-step employees, including one time payments for employees at the top of their grade (step and non-step); use of CARES funding for two items (MCCI and Aeroclave) plus an EOC request for $150,000 to be added back to Fund 140 (EOC) for various expenses, mostly related to administration of the vaccine; and the digital sign project at the Municipal Complex which was included in the FY 2020 Hotel Occupancy Fund budget, but the project was not completed as of September 30, 2020 and a carry forward request was not made.

Council Comments

Mayor Porter asked if the $150,000 would be sufficient for ongoing PPE needs and expenses related with the administration of vaccines. Holsted responded as of right now, staff believes this is sufficient, but if additional funding is needed, staff will come back to Council with an update.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Consent Agenda Item D as presented. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

1. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Multi-Family (MF) to Planned Development-Multifamily (PD-MF), to allow for townhome development on 26.653 acres located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting to rezone 26.653 acres located on the northwest corner of County Line Road and Troy Road. The property is currently zoned multi-family. The requested rezoning to a Planned Development (PD) is to allow for a change from a townhome development designed for buildings with five to seven units to one which allows only two to three units per building. The original plan included 165 townhomes in about 25 buildings for which a preliminary plat was approved in 2017. Utility and roadway construction for phase one was completed and final platted in 2019. The project has been dormant since. Haskins reported the applicant wishes to complete the project with duplexes; however, the zoning ordinance calls for a minimum of 35 feet wide end lots on townhomes. Duplexes are essentially two-unit townhomes by the zoning ordinance; however, all lots, by definition, are end lots on a duplex, and the applicant would not only have to replat the entire 26 acres to maintain the 35 feet wide minimum, but also incur an expense to move the utilities and reform the pad sites in phase one.

Haskins reported the PD conditions allow all end lots within the development to be 30 feet in order to place duplexes. Staff did have concerns regarding the single car garages, as Wylie is a third-ring suburb and the location of this development is located about four miles from the commercial center at FM 544 and SH 78, automotive trips are likely with the possibility of multiple vehicles in each household. Haskins stated that with the Commission's recommendation for wider driveways, that concern has been alleviated.

Haskins reported the applicant was present and had a presentation for Council.

Applicant Comments

Ryan Joyce, representing Michael Joyce Properties, addressed Council giving a brief presentation on Wylie Lake Park Villas which included details about the property, three proposed amendments, elevation and floor plan examples, information regarding rear yard setback and garages.

Council Comments
Mayor Porter asked if the PD as written includes anything about the current building standards. Haskins replied no there was nothing in writing. After additional information from Mayor Porter, Joyce replied they would not be opposed to an agreement regarding building standards. Mayor *pro tem* Forrester asked about park facilities in the neighborhood and if there will be an HOA. Joyce responded there is a plan for a playground facility and sidewalks, and there will be an HOA in this development.

Public Hearing
Mayor Porter opened the public hearing on Item 1 at 8:11 p.m. asking anyone present wishing to address Council to come forward.

Lon Ricker, addressed Council with concerns regarding variances, rear yard setbacks, the width of the driveways, reducing standards, and rental properties.

Haskins clarified there were no variances as originally planned, it was zoned multifamily and the original owner platted it per the ordinance, and regarding the width of the driveways, it is 16 feet per home for a total of 32 feet in width. Joyce responded to the concerns about the 45-foot lot widths stating those are on the lots adjacent to streets and there will be no changes to the lot sizes shown on the preliminary plat.

Council Action
A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to table Item 1 and continue the public hearing to February 9, 2021 City Council meeting. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

2. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Agricultural District (AG/30) to Planned Development - Multifamily District (PD-MF), to allow for multifamily development on 3.92 acres located at 425 North Ballard Avenue (ZC 2020-18).

Staff Comments
Planning Manager Haskins addressed Council stating the applicant has requested to withdraw this item from consideration. Haskins stated if Council wants to approve this item it will take a supermajority as the Planning and Zoning Commission recommended denial.

Public Hearing
Mayor Porter opened the public hearing on Item 2 at 8:20 p.m. asking anyone present wishing to address Council to come forward.

Christine Walk, Angela Pecina, Ross Grant, Elias Rodriguez, Kurt Ulmer, Johnathan Walk, and Keith Huyck addressed Council with concerns regarding traffic, noise, safety, property value decrease, and the wrong location for multifamily development.

Mayor Porter closed the public hearing at 8:42 p.m.

Council Comments
Councilman Strang asked what action options Council had on this item. Mayor Porter replied Council can accept the request for withdrawal, consider the item with an approval, consider the item with a denial, and consider the item with a denial with prejudice. Councilman Duke asked if Council accepts the withdrawal can the applicant come back at any time, and Mayor Porter asked for additional information regarding a denial with prejudice. Haskins replied if the withdrawal is accepted the applicant can start the process over with Planning and Zoning, and if the action taken is denial with prejudice, the applicant cannot resubmit the same, or substantially similar, zoning application from one-year from the original date of denial.

Council Action
A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to deny with prejudice, a request for a change of zoning from Agricultural District (AG/30) to Planned Development - Multifamily District (PD-MF), to allow for multifamily development on 3.92 acres located at 425 North Ballard Avenue (ZC 2020-18). A vote was taken and motion passed 5-1 with Councilman Mize voting against and Councilwoman Arrington absent.

3. Hold a Public Hearing, consider, and act upon, an amendment to Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19).

Staff Comments
Planning Manager Haskins addressed the Council stating the Creekside Estates residential lots are restricted to a fence height of six feet due to the development standards that were approved in 1999. The Zoning Board of Adjustments has approved variances related to fence heights in this subdivision and the City of Wylie's base zoning in residential districts allow for a residential fence maximum height of eight feet. The residents of the subdivision are requesting a 2-foot increase in allowable height to match the City Ordinance.

Haskins reported in accordance with State Law, 766 notifications were mailed to property owners within 200 feet of the subject property. At the time of this posting, 19 have been returned with 18 in favor and one opposed. The Commission voted 5-0 to recommend approval.

Public Hearing
Mayor Porter opened the public hearing on Item 3 at 8:48 p.m. asking anyone present wishing to address Council to come forward.

No one came forward for the public hearing.

Mayor Porter closed the public hearing at 8:48 p.m.

Council Action
A motion was made by Councilman Mize, seconded by Councilman Wallis, to approve amending Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19). A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

4. Consider, and act upon, Ordinance No. 2021-05 for a change of zoning from Agricultural (AG) to Planned Development - Single Family (PD-SF), to allow for single family development on 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. (ZC 2020-13)

Staff Comments
Planning Manager Haskins addressed Council stating at the January 12, 2021 meeting, City Council approved the zoning request with stipulations that included: stamped concrete crosswalk in lieu of proposed pavers; the pocket park be redesigned to include a playground; the pocket park be completed before any home can be occupied; the pocket park be HOA owned and maintained. The applicant has added these items to the Planned Development Conditions. Haskins stated in addition, language has been added that will allow the park to be moved within the subdivision should engineering and final site design require it.

Council Comments
Mayor Porter asked if language was included that stipulated the stamped concrete crosswalk would move with the park as it was intended to bring awareness for anyone crossing the street. Haskins reported it is not

stipulated in writing but that is staff's intent as well so if that is Council's desire, staff will ensure that the stamped concrete crosswalk follows the location of the park.

Council Action
A motion was made by Councilman Strang, seconded by Councilman Mize, to approve Ordinance No. 2021-05 for a change of zoning from Agricultural (AG) to Planned Development - Single Family (PD-SF), to allow for single family development on 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School (ZC 2020-13). A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

5. Consider, and act upon, acceptance of the Comprehensive Annual Financial Report (CAFR) for FY 2019-20 following a presentation by the audit firm of Weaver, LLP.

Staff Comments
Finance Director Beard addressed Council stating the City requires that at the end of the fiscal year an independent audit be made of all accounts of the City by a certified public accountant. In compliance with the City Charter, Weaver LLP has performed an audit as of September 30, 2020. Mr. John DeBurro, partner with Weaver LLP presented the CAFR.

Mr. John DeBurro, partner with Weaver LLP, provided a brief summary of the FY 2019-2020 CAFR, including the Independent Auditors' Report. He reported that Weaver rendered an unmodified opinion, meaning no deficiencies were found. He explained that Weaver had issued the Independent Auditor's Report on Internal Control over Financial Reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards and found no material weaknesses. He explained with regard to the Coronavirus Relief Fund, Weaver issued the Independent Auditor's Report on Compliance for each major program and report on internal control over compliance in accordance with uniform guidance, and issued an unmodified opinion with no findings noted.

Mr. DeBurro reviewed the audit process from start to finish, auditor communications, and some of the highlights of the FY 2019-2020 report. The City's governmental funds revenues for FY 2020 totaled $57.4 million, a $2.9 million or 5.4% increase from FY 2019. This increase is attributed primarily to a $1.4 million increase in intergovernmental revenue, a $1.1 million increase in ad valorem taxes, and a $1.0 million increase in sales taxes. Governmental funds expenditures for FY 2020 totaled $68.2 million, a $13.7 million increase from FY 2019. Some of the larger variances were capital outlay expenditures, which increased $11.2 million, public safety expenditures increased $1.4 million, and community service costs increased by $0.7 million. Mr. DeBurro stated that the Governmental Funds' Fund Balances had a combined ending fund balance of $44.9 million at September 30, 2020. The Governmental funds' fund balance decreased by $7.1 million, primarily due to a $9.6 million decrease in the Capital Projects Fund, the result of the current year spending on the Public Safety Building Remodel and Expansion Project. Unassigned fund balance in the General Fund, which is $21.9 million, represents 54% of general fund expenditures. Mr. DeBurro reported that when comparing the General Fund Budget vs. Actual, the City showed a favorable budgetary variance of $5.5 million, resulting from revenues exceeding the budget by $766,000, expenditures at $3.9 million below budget, and other financing sources exceeding the budget by $0.8 million. Regarding the Water and Sewer Fund, the net position increased by $7.8 million; operating revenues increased $2.4 million, primarily due to rate increases and increased consumption; operating expenses increased $1.1 million, primarily due to increases in cost of water purchases and sewer treatment costs; and transfers and contributions had a net increase of $2.7 million, primarily due to a $2.3 million increase in capital contributions.

Council Comments
Mayor Porter commended staff for a clean audit.

Council Action
A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, accepting the Comprehensive Annual Financial Report (CAFR) for FY 2019-20 as presented by firm Weaver, LLP. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

6. Present, and place on file, the Wylie Economic Development Corporation 2020 Annual Report.

Staff Comments
WEDC Executive Director Jason Greiner delivered the 2020 Annual Report. This report provided a financial overview and condition of the Corporation as well as an update on 2020 business activity and 2021 goals and objectives.

The WEDC had $5,915,533 in available operating funds and the beginning fund balance was $769,596. The report noted sales tax collections increased from the prior year totaling $3,283,492. Other revenues included rental income of $164,402, sale of WEDC-owned property for $1,467,211, and loan payments of $996,500.

Expenditures for WEDC operations totaled $4,836,275 which were for: personnel - $502,852, administrative costs - $158,768, marketing and promotion activities - $108,156, debt service - $2,045,625, land acquisition - $1,315,858, incentives - $499,401, and environmental and site work - $199,187. This resulted in an ending fund balance of $1,735,327.

Greiner reviewed a breakdown of Performance Agreements for the year which included: total incentives - $499,400, office, medical, and commercial - $209,000, industrial - $191,390, sales tax reimbursement programs - $99,010, and one-time/final payment - $214,489.

Currently, WEDC owns and manages 38.88 acres of land and 72,479 sq. ft. of improvements with a cost basis of $12,088,145 with outstanding debt of $5,248,752, and $1,352,562 million in principal reduction payments made in FY 20.

Greiner reported the 2020 Valuations with commercial and industrial properties totaling $859 million and the total valuation of $4.93 billion. Over the last five years the commercial and industrial values have increased by $244 million, with new construction accounting for $82 million of that total, with the total valuation over the last five years in commercial and industrial increasing by $2.3 billion.

Greiner spoke on some high-impact initiative projects that include: Woodbridge Crossing, Woodbridge Centre, 544 Gateway Project, State Highway 78 Redevelopment, State Highway 78 Brown Street, and Wylie Logistics Park.

Greiner stated the goals and objectives in 2021 include: downtown revitalization, 544 Gateway property, industrial development, and expand and promote Workforce Development and Business Retention and Expansion Programs.

Greiner reported the WEDC was awarded Workforce Partner of the Year by Workforce Solutions of North Central Texas this past year.

Council Action
A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to accept and place on file the Wylie Economic Development Corporation 2020 Annual Report. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

7. Consider, and act upon, Ordinance No. 2021-06 amending Ordinance Nos. 2020-24, 2020-25, 2020-26, 2020-29, 2020-31, 2020-35, 2020-38, 2020-41, 2020-48, 2020-53, 2020-62, and 2020-64

Continuing or Renewing the Mayor's Declaration of Local Disaster for a Public Health Emergency and establishing new orders to help abate the COVID-19 public health crisis.

Council Comments

Mayor Porter reported a few items have changed since the last time Council considered this item which include: the Governor continues to extend his orders, the pandemic is still ongoing, the vaccinations, and CARES Act funding was extended to the end of this year. Holsted confirmed staff put a date further out to October 12, 2021, and if there are any changes staff will bring this Ordinance back to Council for consideration.

There was discussion between Council regarding a possible May or June date instead of the October date.

Council Action

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, approving Ordinance No. 2021-06, amending Ordinance Nos. 2020-24, 2020-25, 2020-26, 2020-29, 2020-31, 2020-35, 2020-38, 2020-41, 2020-48, 2020-53, 2020-62, and 2020-64 Continuing or Renewing the Mayor's Declaration of Local Disaster for a Public Health Emergency and establishing new orders to help abate the COVID-19 public health crisis. Mayor Porter confirmed after the motion was made that the motion was for the date presented in the packet of October 12, 2021 and Councilman Strang confirmed. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

Mayor Porter convened the Council into a break at 9:39 p.m.
Mayor Porter reconvened the Council into Work Session at 9:46 p.m.

WORK SESSION

WS1. Aquatics Study – Joint work session with Parks and Recreation Board.

Parks and Recreation Director Diaz addressed Council stating the Parks and Recreation Board members present include: Vice Chair Gloria Suarez and Board members Craig Allen, Brian Willeford, and Brett Swendig. The City Council adopted the newest Parks, Recreation, and Open Space Plan in 2020 The plan identified priorities for parks and recreation facility development based on citizen, City Council, Parks and Recreation Board, and staff input. Two areas of development identified are various aquatics amenities and park development in and around Lavon Lake in which two studies are currently funded in the FY 2020-2021 Budget. Both studies will be performed by Dunaway Associates, and they were the consultants that completed the adopted Master Plan.

Elizabeth McIlrath and Adam Brewster, representing Dunaway Associates, and George Deines, with Counsilman-Hunsaker, addressed Council giving an Aquatic Feasibility Study presentation including: reviewing the feasibility study process; showing user types including competitive, recreation, instructional, and therapy and wellness; showing both indoor and outdoor facility types with options for neighborhood, community, and regional size facilities; reviewing Wylie demographics; showing current area providers; showing examples of different types of facilities in the area with the size, total construction cost, admission cost, and cost per year included; design features including support structures, shade structures, spray features, floatables, small slides, seats and lounges, diving, play structures, beaches, lazy rivers, multi-slide towers, signature slides, and signature features; and reviewed the vision and goals.

Direction from Council and Parks and Recreation members was to proceed with bringing back additional information on a multi-generational facility, similar to the regional facility example shown, as well as looking at some aspect of an indoor facility, and at the option for phasing the project in.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 11:05 p.m.

Mayor Porter convened the Council into Executive Session at 11:07 p.m.

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES3. Consider the sale or acquisition of properties located at: State Highway 78 & Alanis, State Highway 78 & Birmingham, State Highway 78 & Brown, FM 544 & Cooper, Regency & Steel.

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).

ES4. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Project 2018-8c, Project 2018-9b, Project 2018-9c, Project 2020-7a, Project 2020-10b, Project 2020-11b, Project 2020-12a, Project 2021-1a, Project 2021-1b, Project 2021-1c, Project 2021-1d, Project 2021-1f.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.
(a) This chapter does not require a governmental body to conduct an open meeting:
(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
(2) to hear a complaint or charge against an officer or employee
(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

ES5. City Manager's Annual Review.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 12:48 a.m.

READING OF ORDINANCES

City Secretary Storm read the captions to Ordinance Nos. 2021-03, 2021-04, 2021-05, and 2021-06 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Duke, to adjourn the meeting at 12:51 a.m. A vote was taken and motion passed 6-0 with Councilwoman Arrington absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Wylie City Council

AGENDA REPORT

Department: Public Works **Account Code:**

Prepared By: Tim Porter

Subject

Consider, and act upon, Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; providing for a penalty for the violation of this ordinance, providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

A motion to approve Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; providing for a penalty for the violation of this ordinance, providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Discussion

In 2020, Lee Engineering, LLC performed a review for the City of Wylie of existing reduced speed school zones at sixteen (16) Wylie ISD campuses. For two of the campuses, Draper Intermediate School and Cooper Junior High School, an inventory had been performed previously in 2018. For the other fourteen (14) campuses, a site visit was performed at each school to inventory existing signage and to find the limits of existing reduced speed school zones, as well as make recommendations to update zone lengths, crosswalk details, and school zone signage, where appropriate. Proposed recommendations were based on engineering judgment informed by the following guiding principles:

- Pedestrian crossing activity should be the primary basis for reduced speed school zones. However, irregular traffic and pedestrian movements must also be considered when children are being dropped off and picked up from school. (Source: “Procedures for Establishing Speed Zones”, TxDOT.)
- School speed limits should be installed based on the posted speed limit. (Source: “Speeds in School Zones”, FHWA/TX-09/0-5470-1.)
- A statewide survey of city and school district police officers indicated that over 85% of the officers agreed the posted speed limit with “End School Zone” plaque improved compliance. (Source: “Speeds in School Zones”, FHWA/TX-09/0-5470-1.)
- Operating speeds increase as the distance from the beginning of the school zone increases. For every quarter mile (1,320 feet) of school zone length, speeds can be expected to increase almost 2.5 mph. Studies have shown that compliance is highest in the first 350 feet of a school zone. By limiting the reduced speed school zone to 400 feet maximum, compliance to the 20-mph speed limit should be higher. (Source: “Speeds in School Zones”, FHWA/TX-09/0-5470-1.)

The attached letter from Lee Engineering, LLC offers figures for all WISD existing and proposed school zones. Some school zone lengths were shortened or eliminated due to the lack of pedestrian demand crossing the street (as indicated by traffic counts or attendance boundaries). Traffic counts were evaluated at ten (10) intersections with uncontrolled approaches having the potential for pedestrian crossings, six (6) of these were collected as part of the 2018 study for the City of Wylie and Wylie ISD, and four (4) as part of this study. Recommended lengths for reduced speed school zones have been minimized in order to encourage driver compliance.

Staff recommends approval of the proposed amendments to Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances that reflect recommendations from the 2020 Lee Engineering, LLC Letter. We will continue to monitor these areas to determine if any future adjustments need to be made.

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ARTICLE IV (SPEED) OF SECTION 110-133 (SCHOOL ZONES), OF THE WYLIE CODE OF ORDINANCES, ESTABLISHING A SCHOOL ZONE FOR CERTAIN STREETS; ESTABLISHING PRIMA FACIE MAXIMUM SPEED LIMITS DURING SCHOOL HOURS IN SUCH ZONE; PROVIDING FOR INSTALLATION OF SIGNS AND MARKINGS; REGULATING VEHICULAR AND PEDESTRIAN TRAFFIC; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, §545.356 of the Texas Transportation Code provides that whenever the governing body of the municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City of Wylie, Texas ("Wylie" or "City"), taking into consideration, among other things, whether the highway is a two-lane, undivided highway, as well as the usual traffic thereon, said governing body may determine and declare reasonable and prudent maximum prima facie speed limits thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, §541.302 of the Texas Transportation Code defines a "school crossing zone" as a reduced speed zone designated on a street by a local authority to facilitate safe crossing of the street by children going to or leaving a public or private elementary or secondary school during the time the reduced speed limit applies; and

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") finds it necessary to amend Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, to coordinate with the change in school attendance times and to establish maximum speed limits within the areas and at the locations named and designated in the body of this Ordinance, all within the corporate limits of the City, and in the immediate vicinity of school areas, during periods of time, which shall be set by the City's Engineer, when the schools are in session and school children are going to and from schools and playgrounds; and

WHEREAS, the City Council finds that it is necessary for the protection and safety of pedestrians crossing streets in school areas to establish maximum speed limits and to prohibit the overtaking and passing of motor vehicles within the school zone; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of the City to amend Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances as set forth below.

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

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

SECTION 2: Amendment to Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances. Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, is hereby amended to read as follows:

"Sec. 110-133. School Zones

a) *Vehicle speed and operation generally:* It shall be unlawful for any person to operate or drive any vehicle at a speed greater than the speed designated or posted, or to overtake or pass any other vehicle in any school zone as may be marked or designated within the City during the hours indicated upon signs erected in such zone, or whenever children are present in such zones, or when such zones have an alternating flashing light in operation.

b) *Speed limits:* The following prima facie maximum speed limits hereinafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe. Such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the main street or highway, or parts of the main street or highway, and no motor vehicle shall be operated along or upon such portions of the named streets or highways within the corporate limits of the City in excess of the speeds set forth as follows:

(1) *Twenty Miles per hour, during specified times on school days on the following streets:*

AKIN ELEMENTARY SCHOOL

a. On Springwood Lane from the point of its intersection with Lanwood Drive to the point of its intersection with W.A. Allen Boulevard.
b. On Lanwood Drive from a point 100 feet south of its intersection with Cedar Ridge Drive south to the point of its intersection with Heatherwood Lane.
c. On Heatherwood Lane 200 feet each direction from its intersection with Lanwood Drive.
d. On W.A. Allen Boulevard from a point 200 feet north to a point 200 feet south of its intersection with Springwood Lane.

BIRMINGHAM ELEMENTARY SCHOOL

a. On Brown Street from a point 300 feet west of its intersection with Rustic Trail to a point 360 feet west of its intersection with Westgate Way.
b. On Westgate Way from a point 200 feet north to a point 200 feet south of its intersection with Brown Street.

BURNETT JR HIGH SCHOOL

a. On Pirate Drive from its intersection with Hilltop Street to its intersection with Ballard Avenue.
b. On Hilltop Street from its intersection with Pirate Drive to its intersection with Stone Road.
c. On Stone Road from a point 250 feet west to a point 150 feet east of its intersection with Hilltop Lane.

COOPER JR HIGH SCHOOL/DRAPER INTERMEDIATE

a. On Hooper Road from north of its intersection with New Hensley Lane south to its intersection with New Hensley Lane.
b. On the northbound and southbound lanes of Woodbridge Parkway 200 feet north of its intersection with New Hensley Lane to 200 feet south of its intersection with Old Hensley Lane.
c. On New Hensley Lane from 200 feet west of its intersection with Woodbridge Parkway to a point 200 feet east of the easternmost driveway of Cooper Jr. High School.
d. On Old Hensley Lane from its intersection with Woodbridge Parkway to a point 200 feet east of the easternmost driveway of Draper Intermediate School.

DODD ELEMENTARY SCHOOL

a. On Cheyenne Road from a point 200 feet south of Tuscalosa Drive to a point 150 feet south of its intersection with Barbour Drive.
b. On Tuscalosa Drive from its intersection with Cheyenne Road to a point 200 feet east of the intersection with Cheyenne Road.

GROVES ELEMENTARY SCHOOL

a. On Riverway Lane from a point 100 feet from its intersection with McCreary Road east to a point 150 feet west of the intersection with Meandering Drive.
b. On Appalachian Drive from its intersection with Riverway Lane to a point 150 feet south of the intersection with Riverway Lane.

c. On Spring Tide Drive from its intersection with Riverway Lane to a point 150 feet north of the intersection with Riverway Lane.

HARRISON INTERMEDIATE SCHOOL

a. On Ballard Avenue from a point 200 feet north of its intersection with Pirate Drive to a point 200 feet south of its intersection with Birmingham Street.

HARTMAN ELEMENTARY SCHOOL

a. On Birmingham Street from its intersection with Williams Street to a point 200 feet south of its intersection with W. Stone Road.
b. On Kirby Street from a point 200 feet west to a point 200 feet east of its intersection with Birmingham Street.

MCMILLAN JR HIGH SCHOOL/DAVIS INTERMEDIATE

a. On Park Boulevard from a point 30 feet east of the intersection with Westgate Way, west to a point 200 feet west of its intersection with Mobile Lane.
b. On Westgate Way from its intersection with Park Boulevard south 150 feet.

WATKINS ELEMENTARY SCHOOL

a. On Elm Road from a point 200 feet west of its intersection with E FM 544 west to a point 400 feet west of its intersection with Timber Falls Drive.
b. On Timber Falls Drive from its intersection with Elm Road, south 200 feet.

WYLIE EAST HIGH SCHOOL

a. On Wylie East Drive from a point 1300 feet north of its intersection with Brown Street to a point 400 feet south of the intersection with Brown Street.
b. On Brown, from its intersection with Wylie East Drive to a point 400 feet west of the intersection.

WYLIE HIGH SCHOOL

a. On Woodbridge Parkway from a point 200 feet south of its intersection with FM 544 to a point 1200 feet south of its intersection with FM 544.

(2) *Thirty Miles per hour, during specified times on school days on the following streets:*

SMITH ELEMENTARY

a. On Country Club Drive from a point 200 feet north of its intersection with Lakeway Drive to a point 100 feet south of its intersection with Stonecrest Trail.

As a result of the frequent changes to elementary and secondary public and private school start and end times, the appropriate hours of enforcement for school zone maximum speed limits shall be set by the City's Engineer. The maximum speed limits in a school zone shall be set in accordance with the Texas Department of Transportation recommendations, unless set forth and posted otherwise as determined by the City's Engineer. The speed limits contained in this section shall not be effective until signs giving notice of such regulations are posted upon or at the entrances to those portions of the street or highway affected as may be most appropriate in accordance with the Uniform Manual on Traffic Control Devices, as amended, promulgated by the state department of transportation. The City Manager or his duly authorized representative is authorized and directed to cause to be erected such appropriate signs."

SECTION 3: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Five Hundred Dollars ($500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). Each continuing day's violation or separate act under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the Wylie City Charter and by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 9th day of February, 2021.

_____
Matthew Porter, Mayor

ATTESTED TO AND
CORRECTLY RECORDED BY:

_____
Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – February 17, 2021

LEE ENGINEERING

ARIZONA
TEXAS
NEW MEXICO
OKLAHOMA

September 28, 2020

Tim Porter, PE, CFM
Public Works Director
City of Wylie
949 Hensley Lane #300
Wylie, TX 75098

Dear Mr. Porter:

Lee Engineering has completed the review of existing reduced speed school zones at sixteen Wylie ISD campuses. For two of the campuses (Draper Intermediate School and Cooper Junior High School), an inventory had been performed previously in 2018. For the other fourteen campuses, a site visit was performed at each school zone to inventory existing signage and to find the limits of existing reduced speed school zones. Figures have been created to show the existing and proposed conditions at each school. Proposed conditions are based on engineering judgement informed by the following guiding principles:

- Pedestrian crossing activity should be the primary basis for reduced speed school zones. However, irregular traffic and pedestrian movements must also be considered when children are being dropped off and picked up from school. Source: "*Procedures for Establishing Speed Zones*", TxDOT
- School speed limits should be installed based on the posted speed limit.
  Source: "Speeds in School Zones", FHWA/TX-09/0-5470-1.
- A statewide survey of city and school district police officers indicated that over 85% of the officers agreed the posted speed limit with "End School Zone" plaque improved compliance.
  Source: "Speeds in School Zones", FHWA/TX-09/0-5470-1.
- Operating speeds increase as the distance from the beginning of the school zone increases. For every quarter mile (1,320 feet) of school zone length, speeds can be expected to increase almost 2.5 mph. Studies have shown that compliance is highest in the first 350 feet of a school zone. By limiting the reduced speed school zone to 400 feet maximum, compliance to the 20-mph speed limit should be higher. Source: "Speeds in School Zones", FHWA/TX-09/0-5470-1.

Some school zones were shortened or eliminated due to lack of pedestrian demand crossing the street (as indicated by traffic counts or attendance boundaries). Traffic counts were evaluated at ten intersections with uncontrolled approaches having the potential for pedestrian crossings – six of these were collected as part of a 2018 study for the City of Wylie and Wylie ISD, and four as part of this study. Traffic counts are included in the Appendix to this memorandum.

Recommended lengths for reduced speed school zones have been minimized in order to encourage driver compliance. **Table 1** shows the recommended distance for reduced speed school zone limits on roadways with posted speed limits of 25 mph or higher. This distance is measured from the school property line, crosswalk or conflict point (i.e. driveway).

Table 1: Recommended Distance from Conflict Point to School Zone Limit

Posted Speed Limit	Recommended Distance
25 – 35 mph	200 feet
40 – 45 mph	300 feet
50 – 55 mph	400 feet

The vehicular and pedestrian traffic counts were also used to evaluate potential crosswalk treatments based on two methodologies:

1. NCHRP 562 Method: The Texas Transportation Institute created a spreadsheet program that implements the guidance found in Transit Cooperative Research Program (TCRP) Report 112/National Cooperative Highway Research Program (NCHRP) Report 562, "Improving Pedestrian Safety at Unsignalized Crossings," dated 2006.

   This methodology considers as inputs the posted speed, population of the surrounding area, peak hour pedestrian volume, 15th percentile pedestrian speed, major road traffic volumes, and general level of expected motorist compliance. It evaluates guidance in the MUTCD and calculates pedestrian delay to recommend one of six possible countermeasures:

   1. No treatment
   2. A marked crosswalk
   3. Consider raised median islands, curb extensions, traffic calming, etc. as feasible
   4. An active/enhanced treatment (typically with flashing yellow beacons)
   5. A device that displays a circular red signal or beacon to motorists (typically a pedestrian hybrid beacon)
   6. A full traffic signal

2. FHWA Method: The Federal Highway Administration's (FHWA's) publication "Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations", dated July 2018 documents a procedure for identifying potential countermeasures at uncontrolled crossings. The methodology considers speed, number of lanes crossed, presence or absence of a median, and vehicular traffic volumes as inputs. The resulting recommendations include a wider array of nine different countermeasures than are included in the NCHRP 562 method:

   1. Crosswalk signs, markings & lighting
   2. Raised crosswalks
   3. Advance "Yield Here to Pedestrians" signing and markings
   4. In-street pedestrian crossing signs
   5. Curb extensions
   6. Pedestrian refuge islands
   7. Rectangular rapid flashing beacons (RRFB's)
   8. Road diets
   9. Pedestrian hybrid beacons (HAWK signals)

   The methodology indicates whether each countermeasure is a candidate treatment or if it should always be considered. Multiple countermeasures may be selected if they are not mutually exclusive. No treatments are mandated or required, with engineering judgment recommended for the final selection of improvements. This methodology does *not* consider existing pedestrian volumes directly, based on the assumption that a context with difficult crossing conditions such as high speeds or a large number of lanes to cross can suppress

pedestrian crossing demand. However, the analyst may use known pedestrian demand as an input to their engineering judgment decisions on which countermeasures to select. Lee Engineering created a spreadsheet program to automate the identification of potential countermeasures based on this method.

Note that neither method considers crossings of stop-controlled approaches nor the presence or absence of crossing guards during school arrival and dismissal periods. Worksheets for evaluations under both methodologies are included in the appendix to this memorandum. **Table 2** summarizes the results, with the results selected for implementation between the two methods shown in bold italics. The FHWA methodology includes a table in the appendix with more detailed notes on the factors contributing to engineering judgment decisions.

Table 2: Recommended Intersection Crossing Treatments by Methodology

Location		Recommended Improvements	
Street Crossed (at Side Street)	**School**	**NCHRP 562 Method**	**FHWA Method**
1 - SW A Allen Blvd (south of Eagle Glen Dr)	Akin Elementary	Raised Median Island (already present)	***Adv. Yield Lines & Signing***
2 - Brown St (at Birmingham Elementary driveway)	Birmingham Elementary	Consider traffic calming, etc.	***None (cross with crossing guard @ existing crosswalk)***
3 - Cheyenne Rd (at Tuscalosa Dr)	Dodd Elementary	Crosswalk (already present)	***None (crossing guard already present)***
4 – Park Blvd (at Westgate Way)	Davis IS/ McMillan JHS	Crosswalk (already present)	***None (crossing guard already present)***
5 – Birmingham St (at Hartman Elementary driveway)	Hartman Elementary	Consider traffic calming, etc.	***None (cross with crossing guard @ Kirby St)***
6 – Ballard Ave (at Birmingham St)	Harrison IS	Ped. Hybrid Beacon (existing crossing guard judged sufficient)	***Adv. Yield Lines & Signing***
7 - Stone Rd (at Hilltop Ln)	Achieve Academy/ Burnett JHS/ Harrison IS	***Raised Median Island***	***Adv. Yield Lines & Signing, Ped. Refuge Island, RRFB's***
8 - Stone Rd (at Thomas St)		Consider traffic calming, etc.	***None (cross at Hilltop Lane instead)***
9 - Country Club Rd (at Smith Elementary driveway)	Smith Elementary	Consider traffic calming, etc.	***None***
10 – FM 544 (at Wylie High School bus loop driveway)	Wylie High	Consider traffic calming, etc.	***None***

The recommendations for each school, including both crosswalk treatments and reduced speed school zones, are summarized as follows.

Akin Elementary School (Figures 1 & 2):

- Remove speed zones on Foxwood Lane and Stone Road. Foxwood Lane is already a low-speed residential street that does not need to be crossed by schoolchildren to reach the school.

  Stone Road is the southern attendance boundary for Akin Elementary School, so no elementary students should need to cross it in this area. While it may be desirable in the future for some students to use the Stone Road at SW A Allen Boulevard intersection to reach Burnett Junior High or Harrison Intermediate Schools to the west, sidewalks are currently missing to the north and east of the intersection, creating potentially dangerous walking conditions. If sidewalks are built in the future at these locations enabling safer and more convenient pedestrian travel, the City should consider re-instating shorter reduced speed school zones that are more narrowly focused on the signalized intersection.

- Shorten speed zones on Heatherwood Drive and SW A Allen Boulevard. Sidewalks along Heatherwood Drive are set back from the roadway far enough that schoolchildren walking there should not be at risk. Drivers should therefore not be delayed except in the area focused around the crosswalk at Lanwood Drive. The mid-block trail crossing north of Foxwood Lane should be retained but its signs should be changed to designate it a regular pedestrian crossing instead of a school crossing. No pedestrians or cyclists used the mid-block crossing during the AM or PM peaks when counted in February 2020.

Birmingham Elementary School (Figures 3 & 4):

- Shorten speed zones on Westgate Way and W Brown Street. Many homes are quite close to the school on the opposite side of the Brown St at Westgate Way intersection, with more under construction on the northwest corner parcel. Therefore, this signalized intersection should be retained as a reduced-speed location to allow schoolchildren to cross with greater conspicuity. The reduced speed zones along Westgate Way should be shortened to 200 ft on each side of the Brown Street intersection to maximize driver awareness at the crossing location.

- Remove Sign R1-6: In-Street Pedestrian Crossing. Sign R1-6 is not meant to be a post-mounted sign. From the Texas Manual on Uniform Traffic Control Devices (TMUTCD) Section 2B.12: "If used, the In-Street Pedestrian Crossing sign shall be placed in the roadway at the crosswalk location on the center line, on a lane line, or on a median island. The In-Street Pedestrian Crossing sign shall not be post-mounted…"

Dodd Elementary School, Davis Intermediate School, & McMillan Junior High School (Figures 5 & 6):

- Shorten speed zone on Park Boulevard. Sidewalks along Park Boulevard in the area where the reduced speed school zone is recommended to be removed are set back far enough that schoolchildren walking there should not be at risk. The reduced speed zone can therefore be focused more narrowly on critical crossing locations.

- Install crosswalk, signs, and sidewalk to connect neighborhood trail to westernmost school driveway. Some students were observed crossing here after school dismissal during the earlier Wylie ISD study. Also noted on the plans is the location of a potential pedestrian bridge that should be considered on the south side of Park Boulevard across the creek between Georgiana Drive and Davis Intermediate

School. If completed, this would fill a sidewalk gap for better connectivity and could help relieve pedestrian congestion on the northern sidewalk just after the school dismissal period.

Groves Elementary School (Figures 7 & 8):

- Remove speed zone on McCreary Road. Since McCreary Road is the attendance boundary between Groves Elementary School and Tibbals Elementary School in Murphy, no students should need to cross the road. Where sidewalk is provided along McCreary Road, it is set back from the travel lanes a sufficient distance that speeds should not need to be reduced. A gated sidewalk connection to the school is provided for the neighborhood to the north at the northeast corner of the school property to compensate for the absence of sidewalk along the east side of McCreary Road.

- Shorten speed zone on Waters Edge Way / Riverway Lane. Waters Edge Way west of McCreary Road does not need a reduced speed school zone since no schoolchildren need to cross at this intersection.

Achieve Academy, Burnett Jr. High School, Harrison Intermediate School, & Hartman Elementary School (Figures 9 & 10):

- Shorten speed zones on E Stone Road / Kirby Street, S Birmingham Street, and S Ballard Avenue. Along Stone Road, the school zone should be focused on the crossing at Hilltop Lane. Other potential crossing locations at 2nd Street and Thomas Street were evaluated.

  At Thomas Street, pedestrian crossing activity was only one pedestrian per hour. At 2nd Street, 10 pedestrians were counted crossing Stone Road. The intent of the proposed crosswalk with rapid flashing beacons (see bullet below) is to direct pedestrians to cross at a more conspicuous location. Alternately, pedestrians who previously crossed at 2nd Street could instead cross at the traffic signal at Stone Road and Ballard Avenue.

  Along Kirby Street, Birmingham Street, and Ballard Avenue, the reduced speed zones can be shortened to focus drivers' attention more specifically at the intersections where the crossing guards are located, where all student crossing activity should occur.
- Add median refuge island with RRFBs (Rectangular Rapid Flashing Beacons) at the Stone Road crossing just west of its intersection with Hilltop Lane.
- Retain reduced speed zone on Pirate Drive since this is not a route for through traffic and many parents were observed waiting along the side of the road to pick up students after dismissal.

Smith Elementary School (Figures 11 & 12):

- Shorten the speed zone on Country Club Road. No students were observed crossing the six lanes of traffic on Country Club Road to reach the school, and the density of housing on the opposite side of the road from Smith Elementary does not support latent demand for large numbers of students doing so. Two students were observed cycling on the sidewalk along the west side of Country Club Road between the school and neighborhoods to the south, so it is recommended that a portion of the reduced speed zone be retained closest to the school where sidewalk on the west side is not set back from the roadway north of Stonecrest Trail.

  While some sidewalk farther south is also located directly behind the curb, the distance to the neighborhoods farthest to the south within the school attendance boundary likely already discourages students from walking or biking to school. It is recommended that the City of Wylie consider realigning sidewalk segments where possible along this part of Country Club Road to be set

back away from the roadway curb to provide greater safety and comfort for families who wish to have their children walk or bike to school in this area.

Watkins Elementary School (Figures 13 & 14):

- Shorten speed zone slightly on Elm Drive. Space is needed between subsequent signs on the east end of the speed zone to add a S1-1 sign in advance of the reduced speed school zone as required by the TMUTCD.

Wylie East High School (Figures 15 & 16):

- Shorten speed zone on Wylie East Drive by approximately 200 feet. The existing speed zone extends farther north than necessary beyond the school property.
- Retain other existing speed zones on E Brown Street, Bennett Road, and Stone Rd. Pedestrian crossings are not expected at the northern driveways to Wylie East Drive due to the lack of sidewalk on the west side of the street. However, it's desirable to maintain reduced speeds at the driveways to the student parking lots for safety with the large number of student drivers entering and exiting.

Wylie High School (Figures 17 & 18):

- Retain existing speed zone on Woodbridge Parkway. Install yield markings and "Yield Here to Pedestrians" signing in each direction before the crosswalk across Woodbridge Parkway. This helps to reduce the chances of a "dual threat" conflict where the vehicle of a yielding driver who yields too close to the crosswalk obscures visibility between the pedestrian and a moving driver in the adjacent lane.

Draper Intermediate School and Cooper Junior High School (Figures 23 & 24 from previous study):

- These schools were not evaluated as part of this study. Recommendations are included from a study performed in 2018.
- Shorten existing speed zone on New Hensley Lane by approximately 950 feet. The existing speed zone extends farther southeast than necessary to accommodate pedestrian crossings at the bus loop driveway.
- Shorten existing speed zone on Woodbridge Parkway by approximately 1,350 feet. The existing end of the school speed zone extends farther northeast than necessary to accommodate pedestrian crossings at New Hensley Lane.
- Move the existing speed zone boundary on New Hensley Lane west of Woodbridge Parkway to Hooper Road. The existing speed zone does not extend far enough to accommodate pedestrian crossings at Woodbridge Parkway.
- Address other signing deficiencies as detailed in the attached pages following the figures.

Please don't hesitate to contact me if you have any questions.

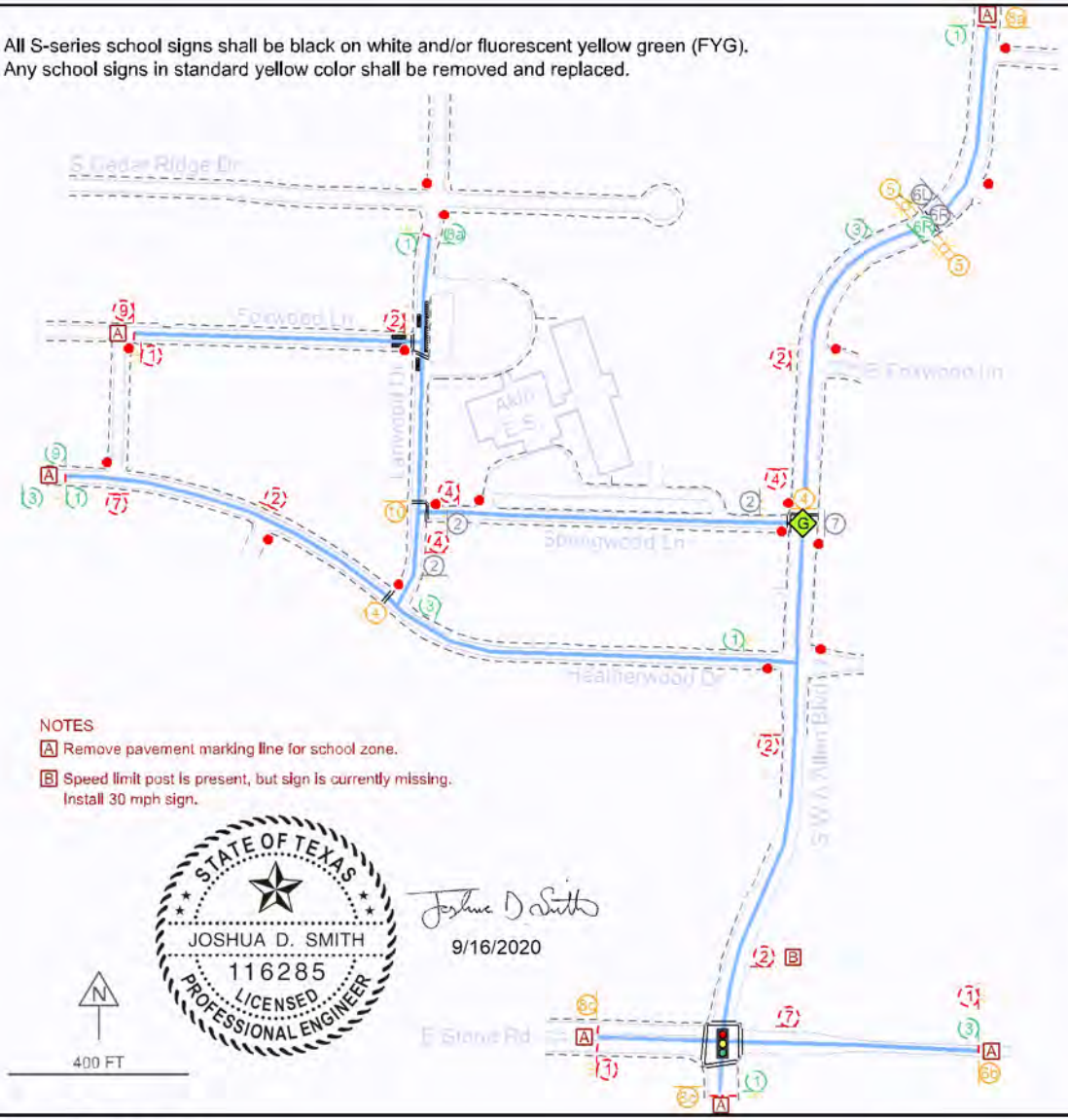
Sincerely,

Josh Smith, P.E., PTOE
Project Manager
Lee Engineering, TBPE Firm F-450



9/28/2020

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.



LEGEND

- Sign with Flasher
- Sign with LED border
- Relocate Sign
- Remove Sign
- Modify Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign
- Crossing Guard
- Traffic Signal

NOTES

[A] Remove pavement marking line for school zone.

[B] Speed limit post is present, but sign is currently missing. Install 30 mph sign.

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N

400 FT

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Akin Elementary School
Existing Conditions

Figure 1

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.



NOTES

A Remove pavement marking line for school zone.

B Speed limit post is present, but sign is currently missing. Install 30 mph sign.

C Install pavement marking line for school zone.

D Install yield lines and "Yield Here to Pedestrians" signing 20 to 50 feet in advance of crosswalk.

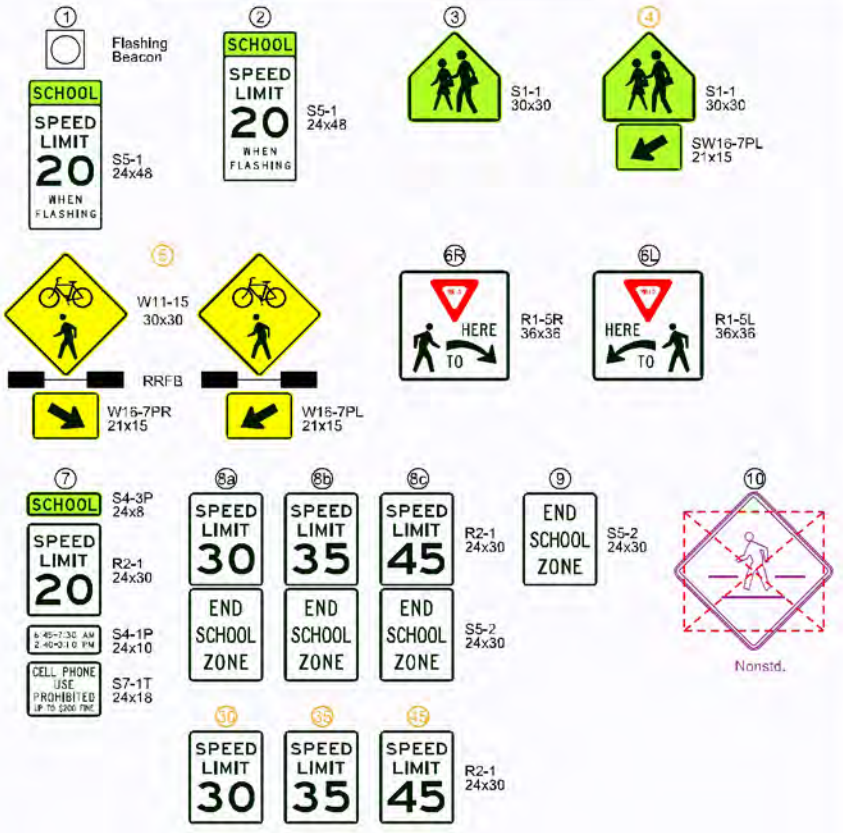
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400 FT

LEGEND

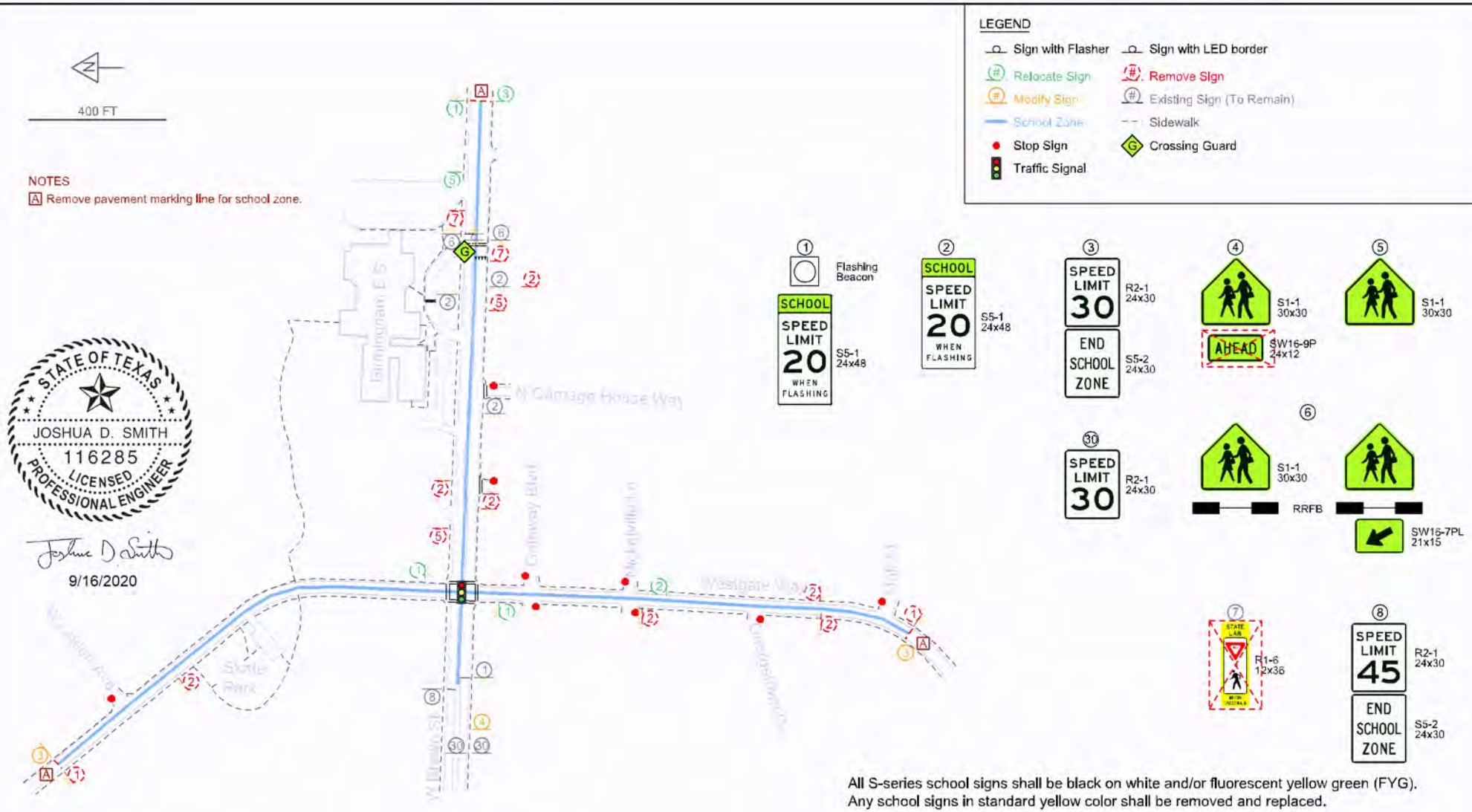
- Sign with Flasher
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- Proposed Sign
- Modified Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign
- Crossing Guard
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Akin Elementary School
Proposed Conditions

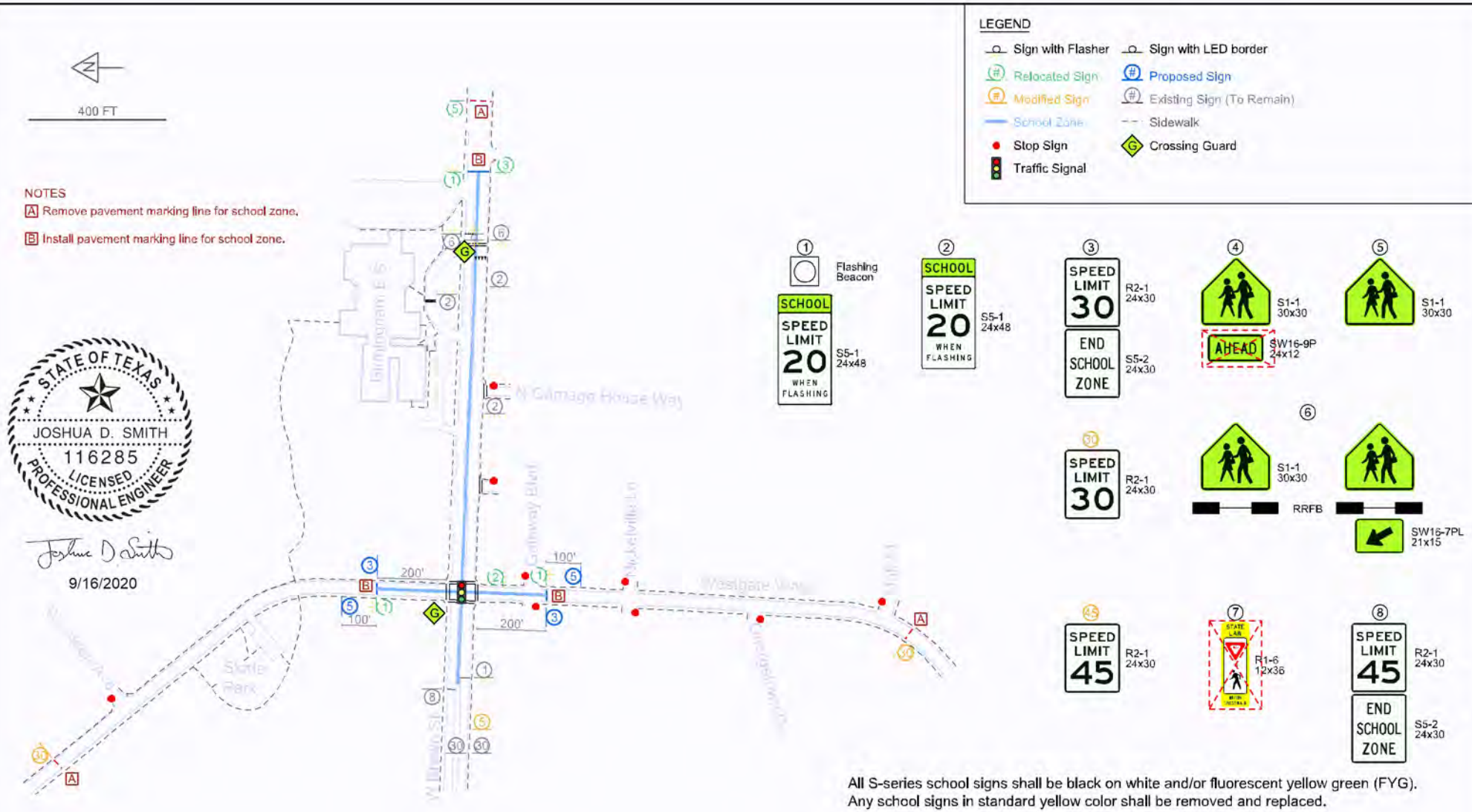
Figure 2



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Birmingham Elementary School
Existing Conditions

Figure 3

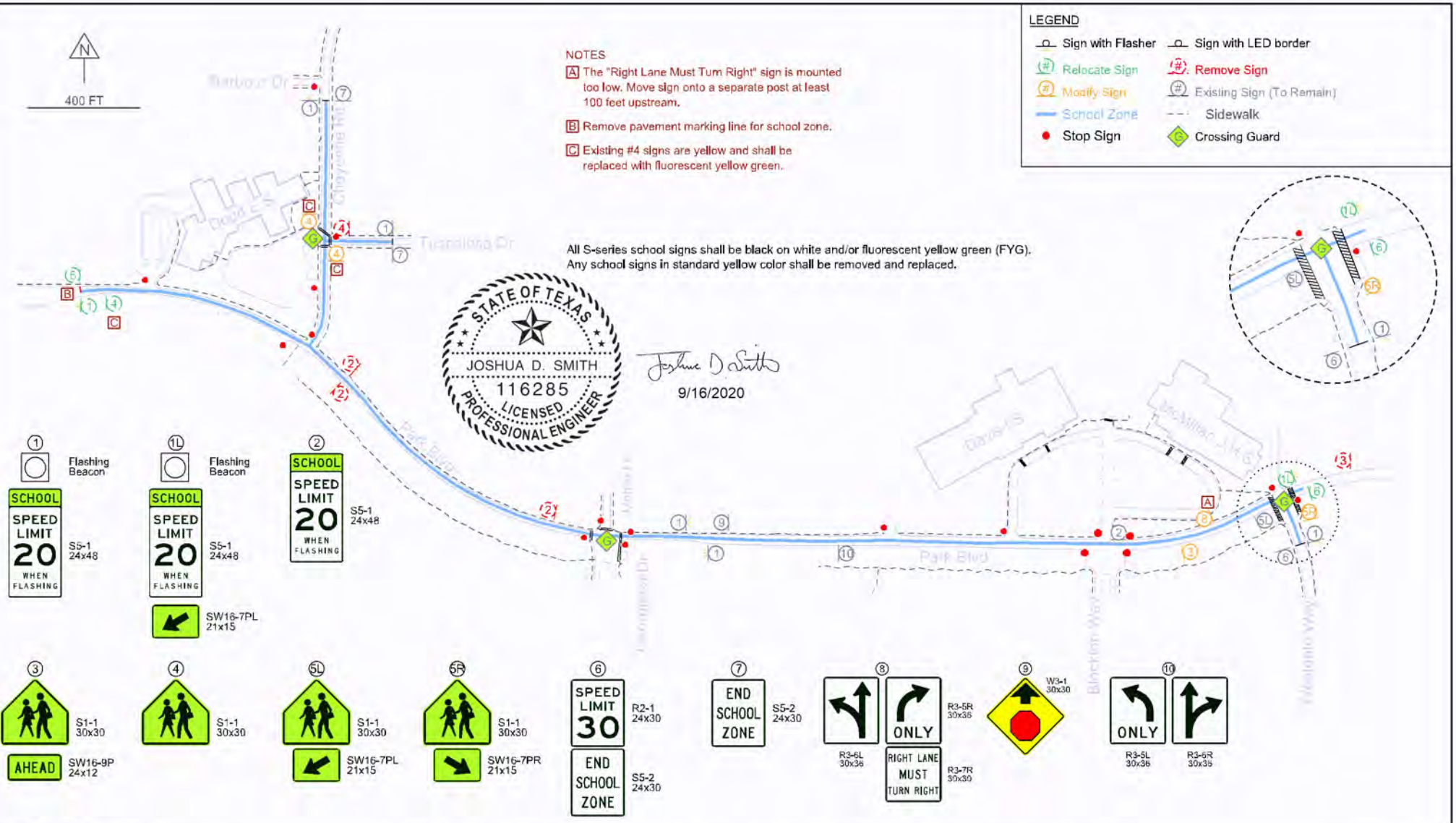


All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.

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Birmingham Elementary School
Proposed Conditions

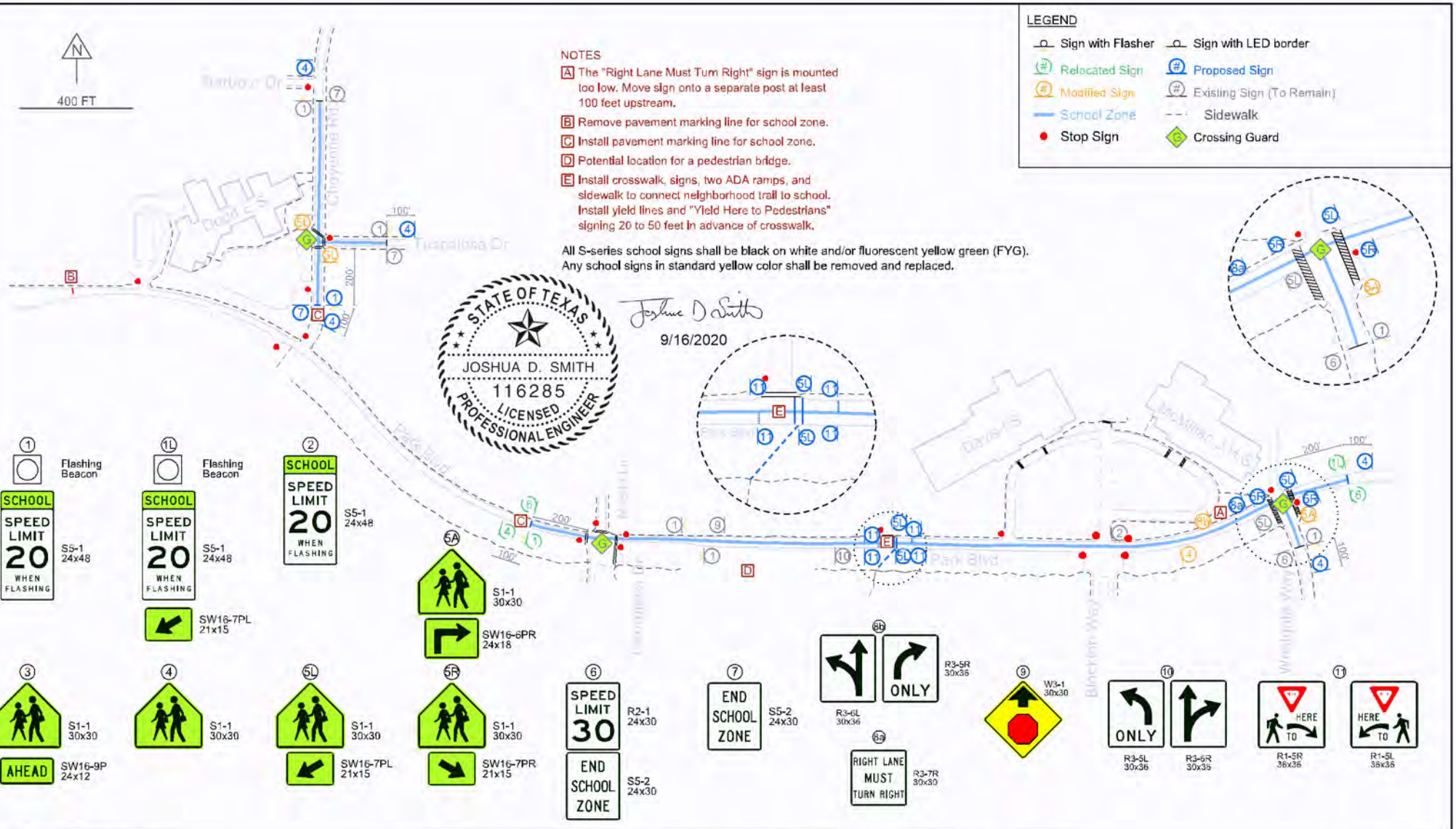
Figure 4



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Dodd Elementary School, Davis Intermediate School, & McMillan Junior High School
Existing Conditions

Figure 5

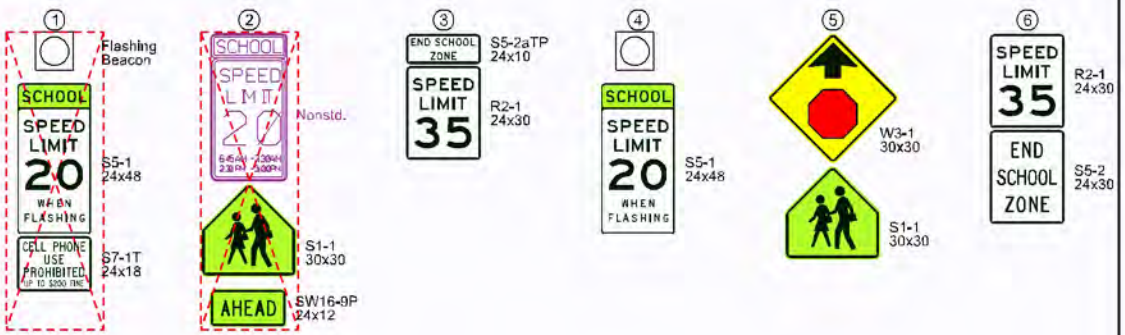


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Dodd Elementary School, Davis Intermediate School, & McMillan Junior High School
Proposed Conditions

Figure 6

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.





NOTES
[A] Remove pavement marking line for school zone.

LEGEND

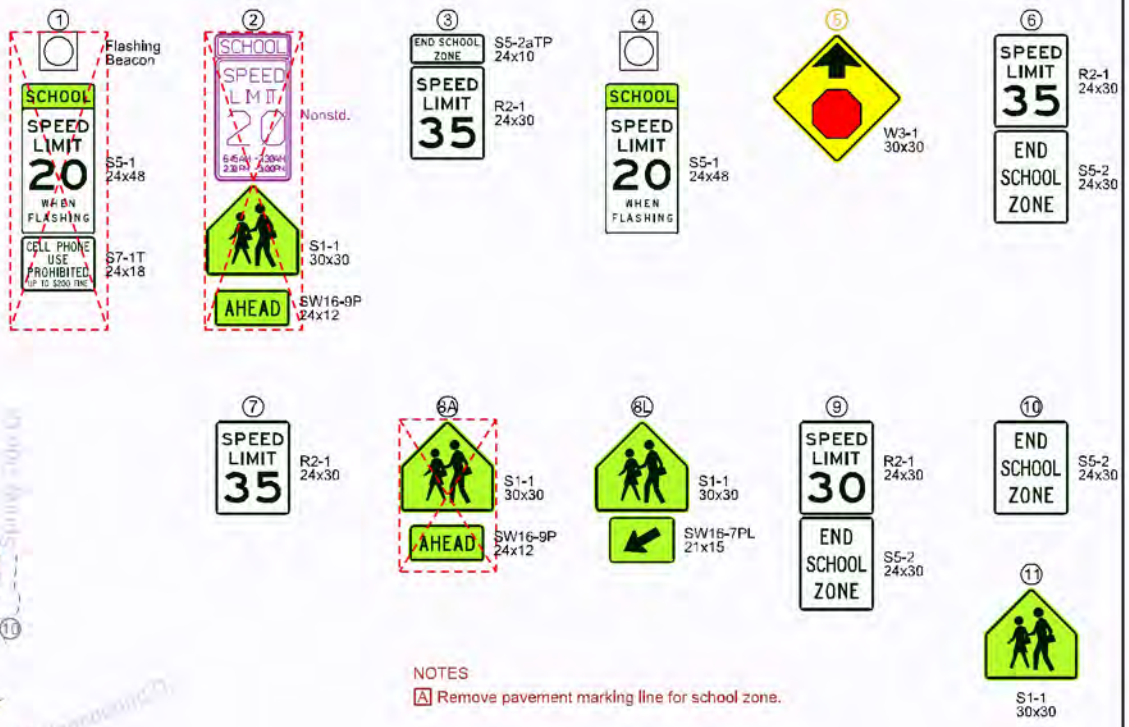
Sign with Flasher	Sign with LED border
Relocate Sign	Remove Sign
Modify Sign	Existing Sign (To Remain)
School Zone	Sidewalk
Stop Sign	Crossing Guard

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Groves Elementary School
Existing Conditions

Figure 7

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.





NOTES
[A] Remove pavement marking line for school zone.

[B] Install pavement marking line for school zone.

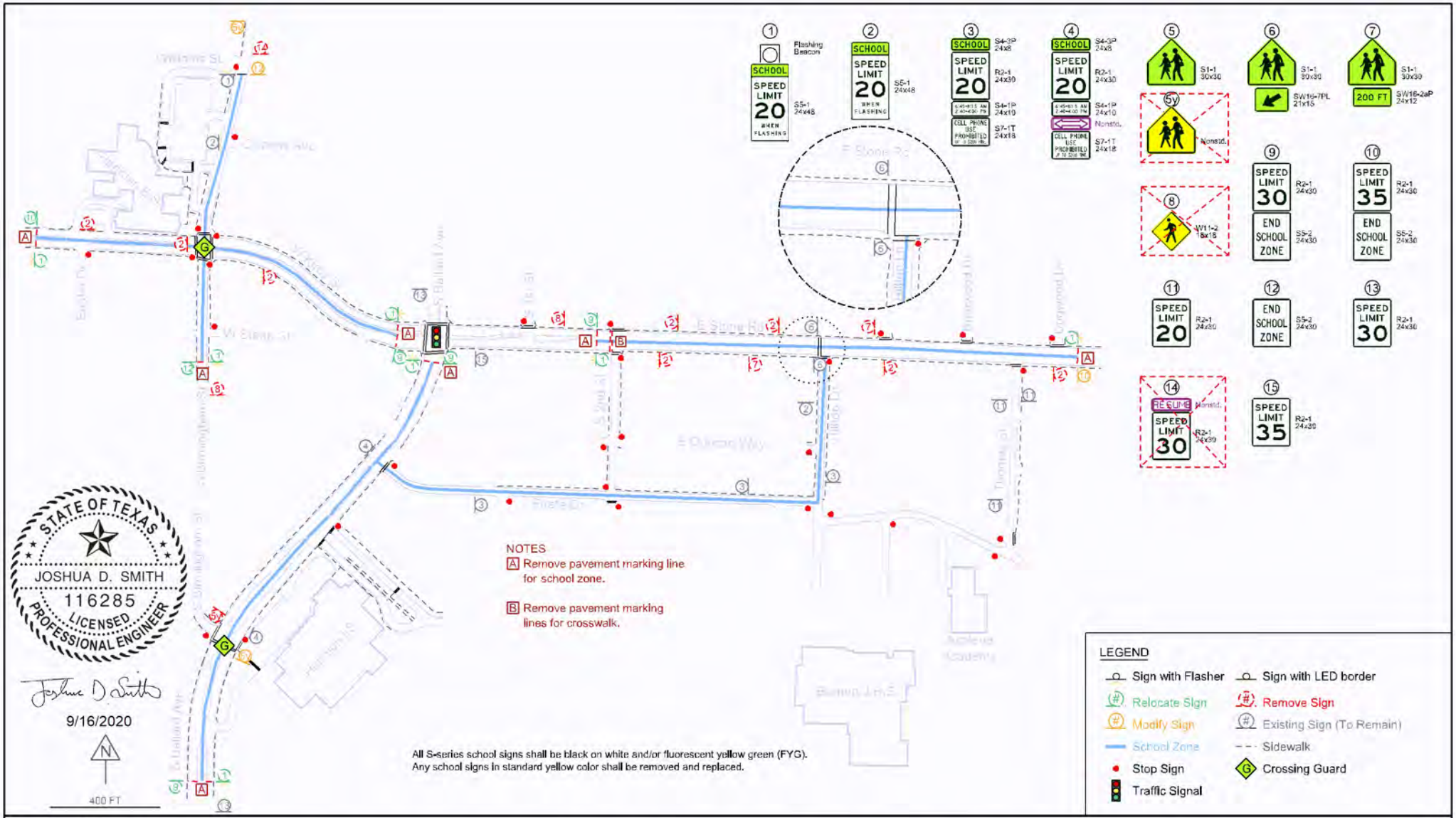
LEGEND

Sign with Flasher	Sign with LED border
Relocated Sign	Proposed Sign
Modified Sign	Existing Sign (To Remain)
School Zone	Sidewalk
Stop Sign	Crossing Guard

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Groves Elementary School
Proposed Conditions

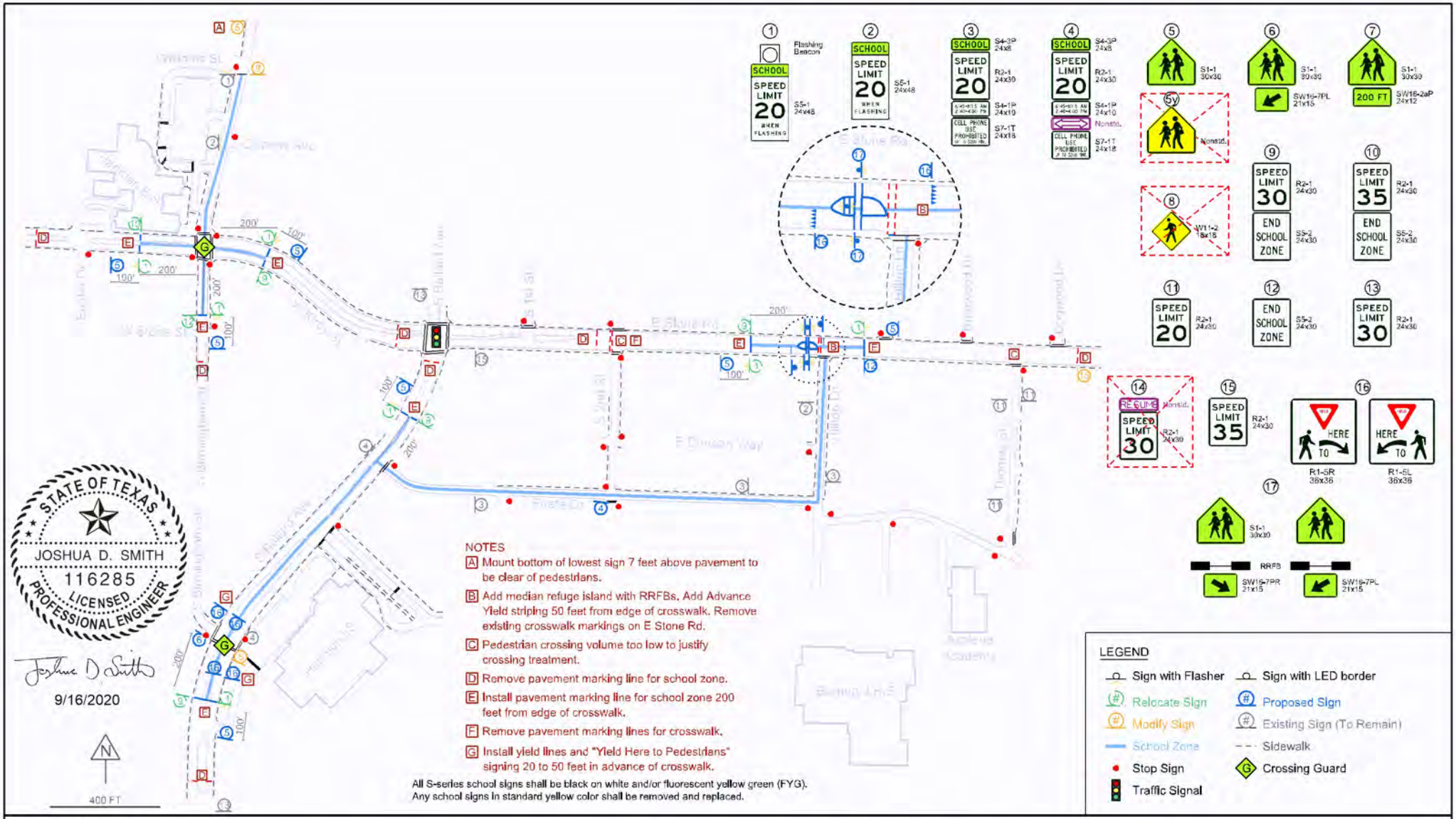
Figure 8



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Achieve Academy, Burnett Junior High School, Harrison Intermediate School, & Hartman Elementary School
Existing Conditions

Figure 9

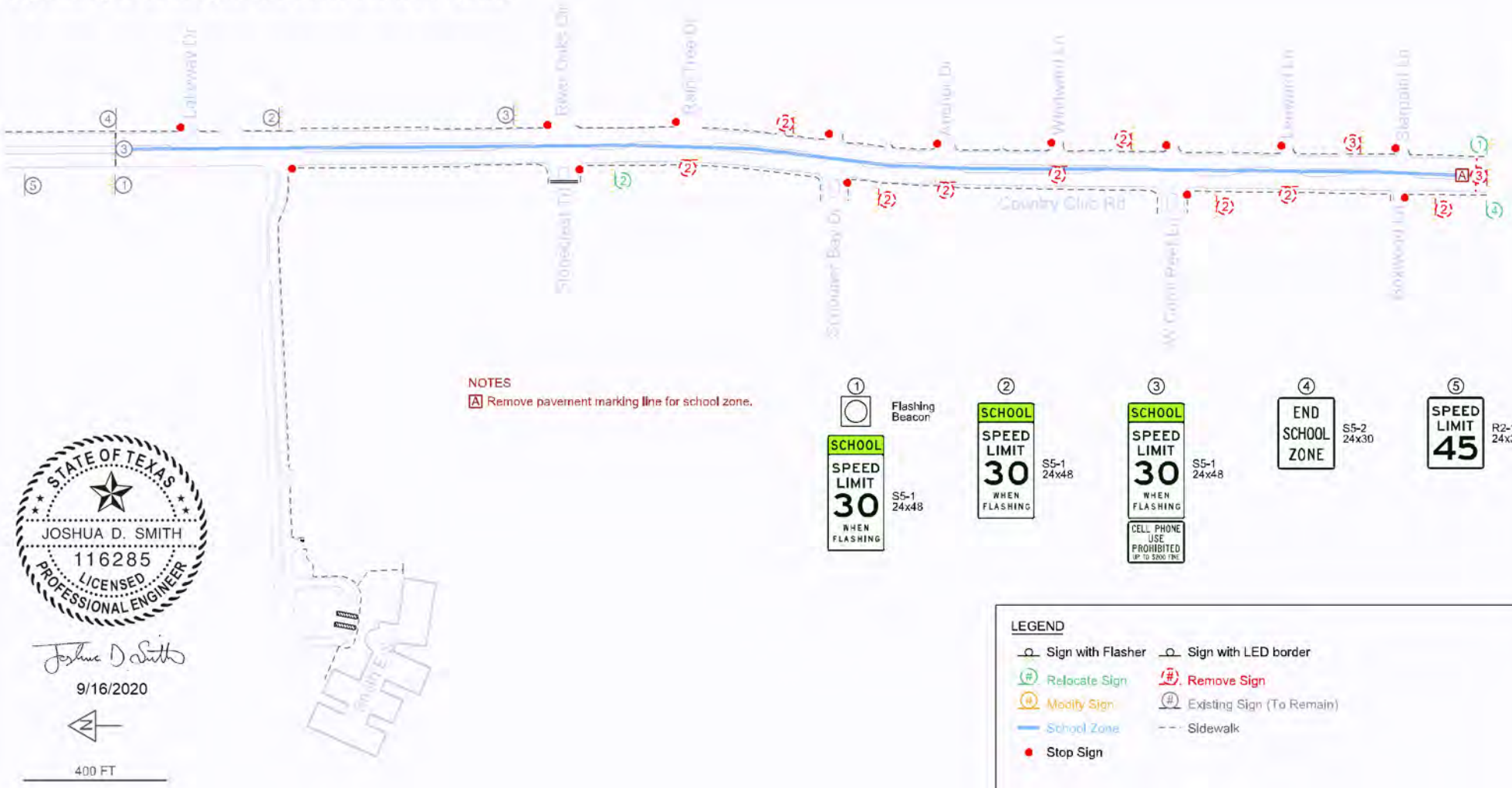


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Achieve Academy, Burnett Junior High School, Harrison Intermediate School, & Hartman Elementary School
Proposed Conditions

Figure 10

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.



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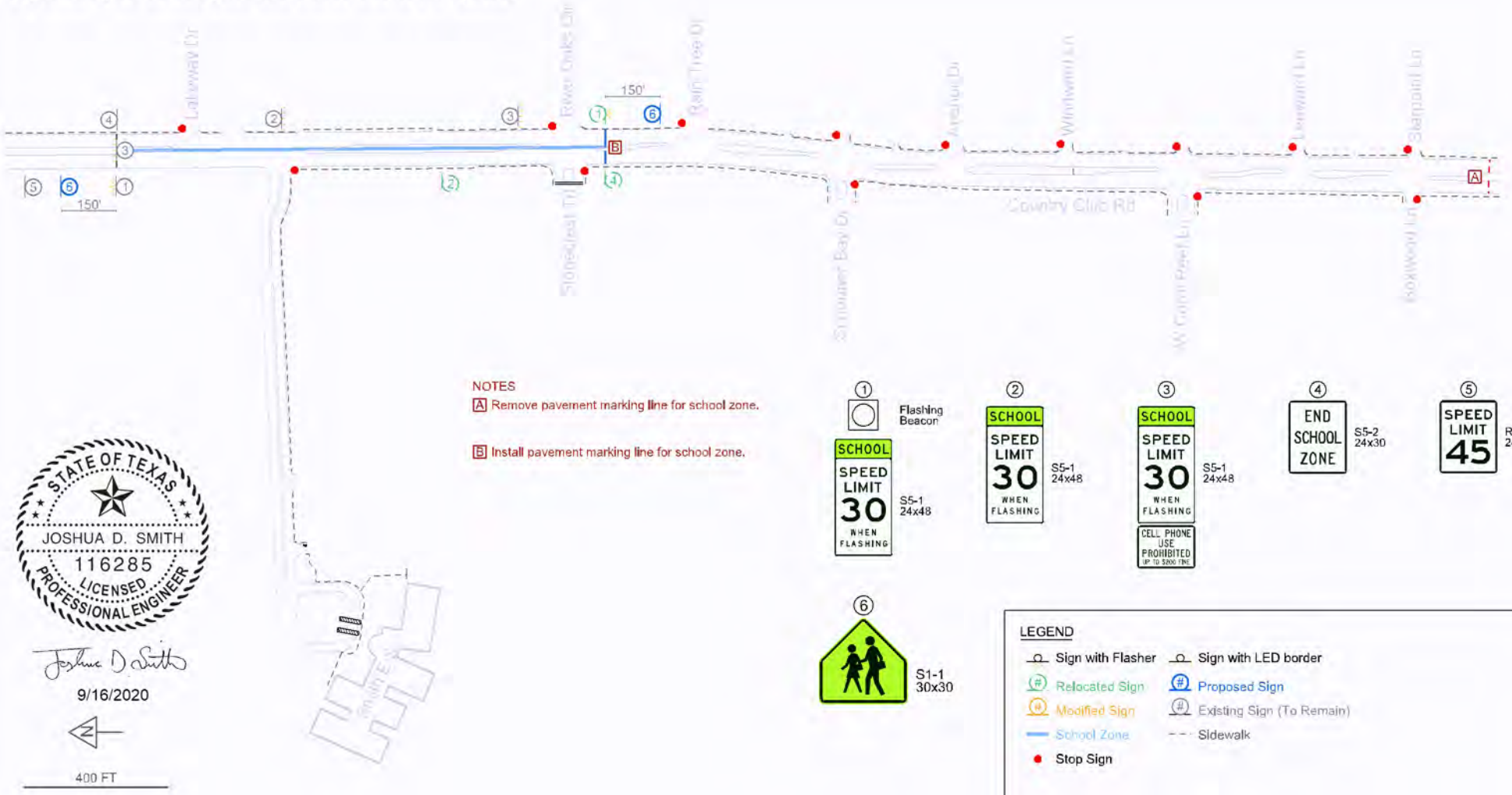
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Smith Elementary School
Existing Conditions

Figure 11

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.



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Smith Elementary School
Proposed Conditions

Figure 12

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.

LEGEND

- Sign with Flasher
- Sign with LED border
- Relocate Sign
- Remove Sign
- Modify Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign

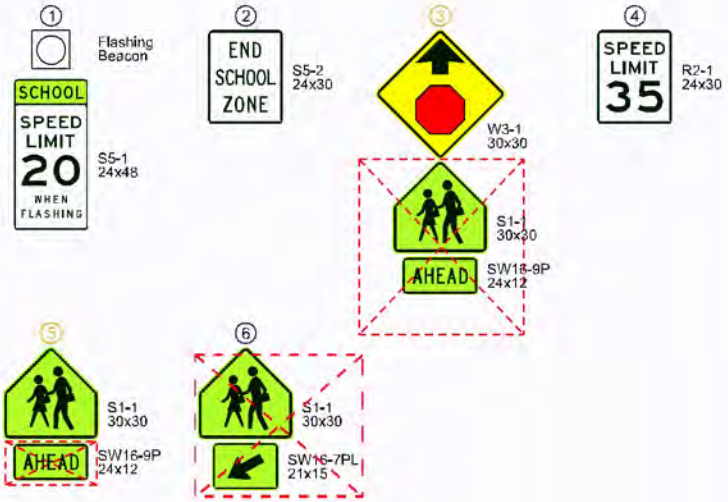
NOTES

[A] Rotate sign to face oncoming traffic.

[B] "CITY OF WYLIE MAINTENANCE" signs should be on separate posts.

[C] "CITY OF WYLIE MAINTENANCE" sign on separate post.





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Watkins Elementary School
Existing Conditions

Figure 13

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.

LEGEND

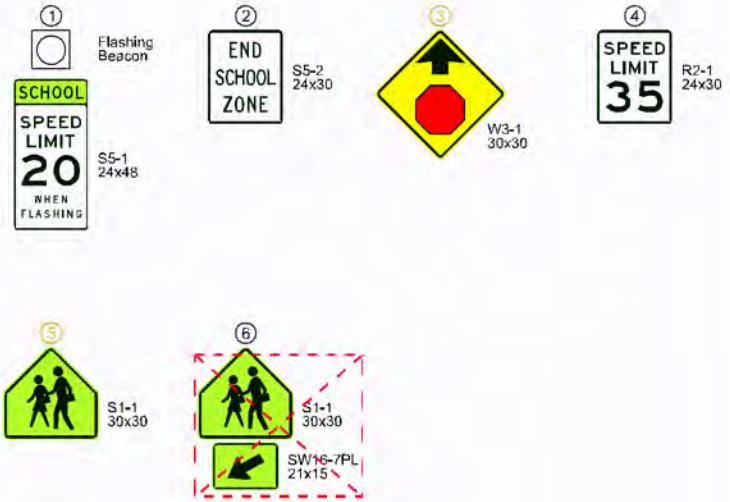
- Sign with Flasher
- Sign with LED border
- Relocate Sign
- Proposed Sign
- Modify Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign

NOTES

[A] Rotate sign to face oncoming traffic.

[B] "CITY OF WYLIE MAINTENANCE" sign installed on separate post.





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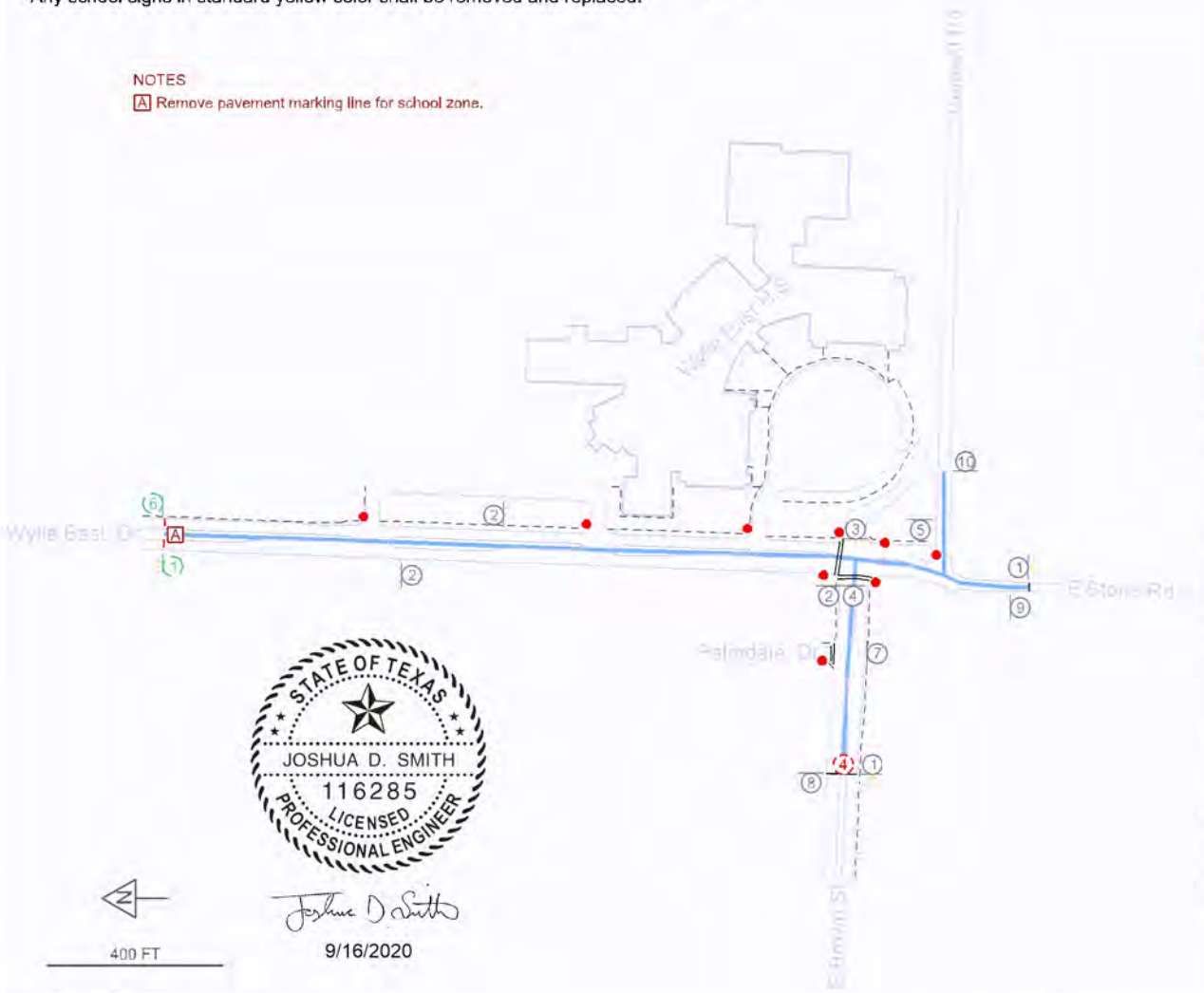
Watkins Elementary School
Proposed Conditions

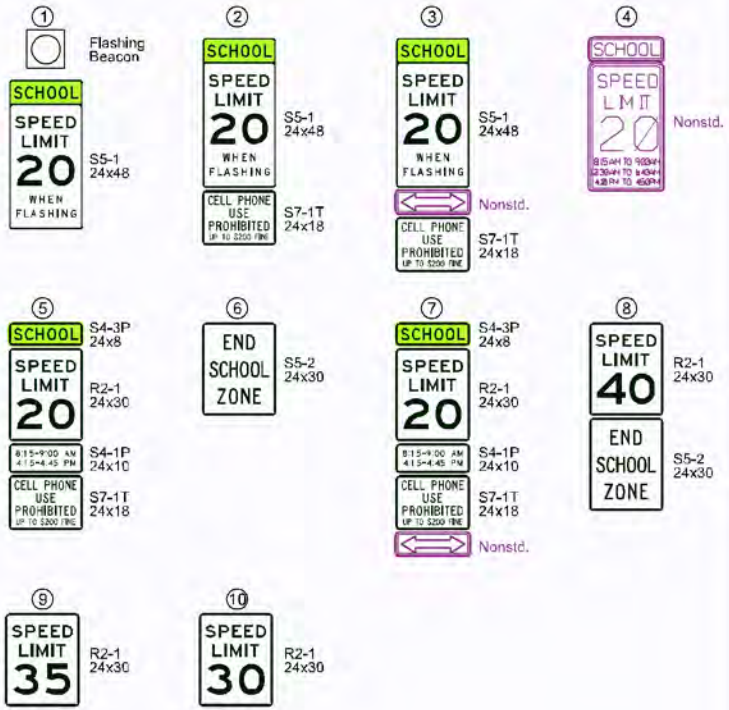
Figure 14

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.

NOTES
[A] Remove pavement marking line for school zone.

LEGEND
- Sign with Flasher
- Sign with LED border
- Relocate Sign
- Remove Sign
- Modify Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign





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Wylie East High School
Existing Conditions

Figure 15

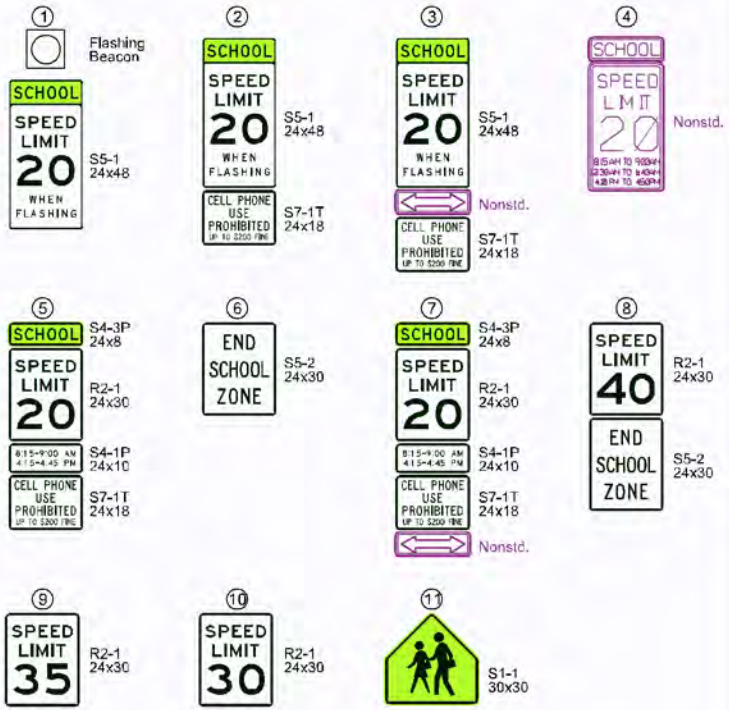
All S-series school signs shall be black on white and/or fluorescent yellow green (FYG).
Any school signs in standard yellow color shall be removed and replaced.

NOTES
[A] Remove pavement marking line for school zone.

[B] Install pavement marking line for school zone.

LEGEND
- Sign with Flasher
- Sign with LED border
- Relocated Sign
- Proposed Sign
- Modified Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign





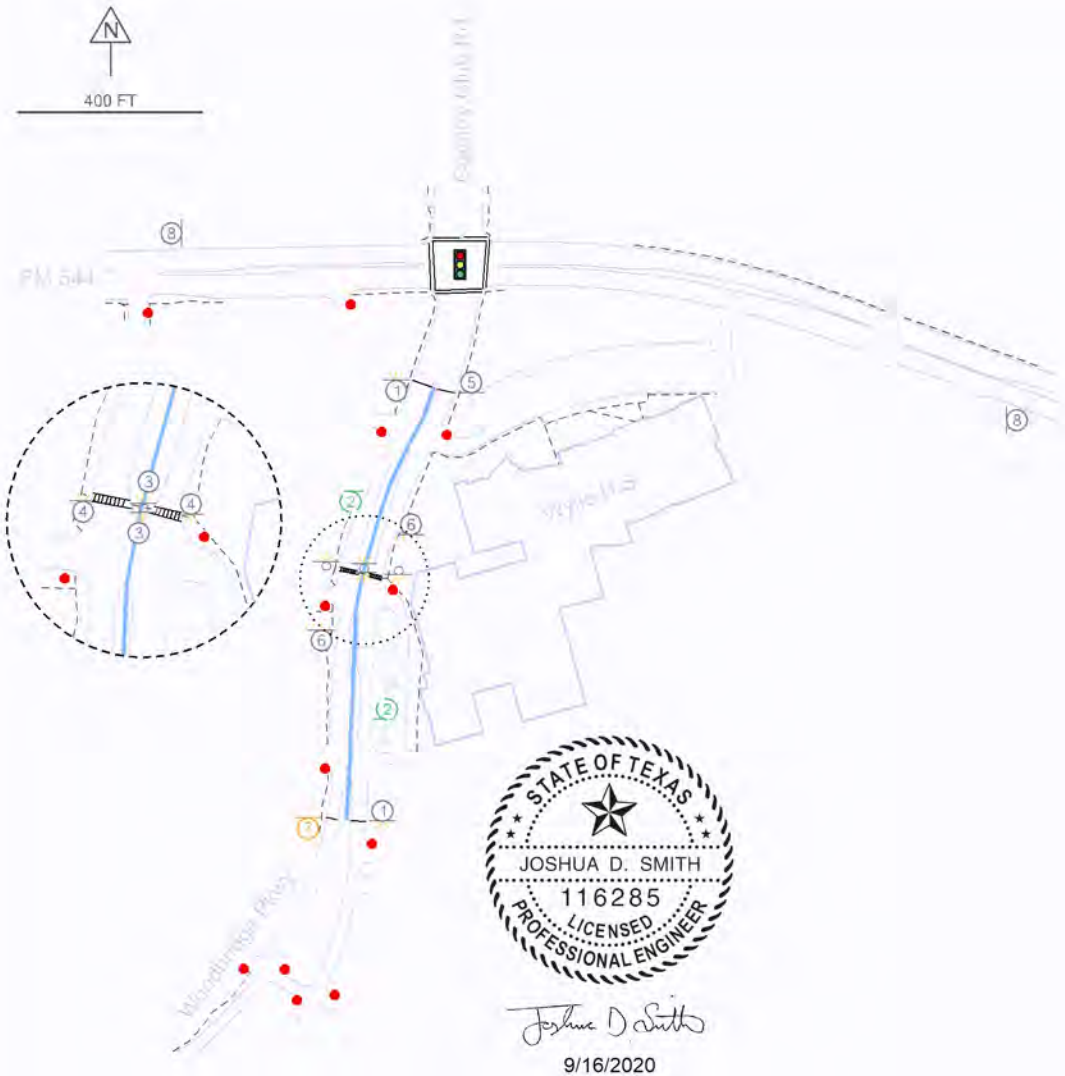
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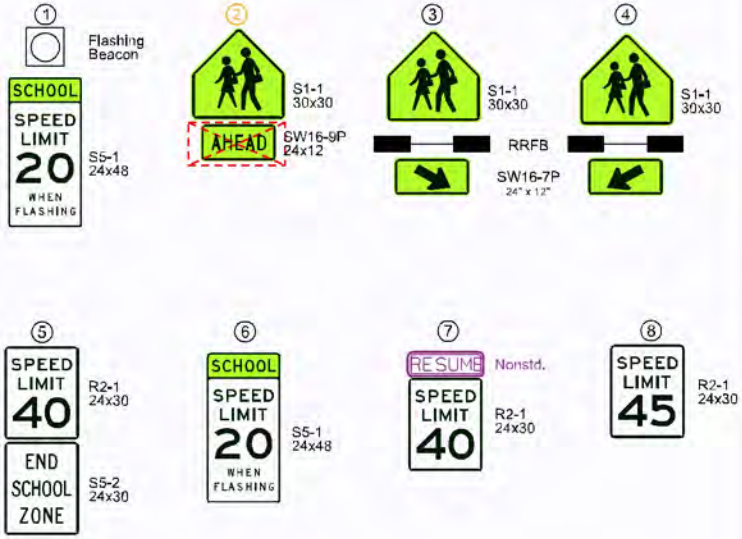
Wylie East High School
Proposed Conditions

Figure 16



LEGEND

- Sign with Flasher
- Sign with LED border
- Relocate Sign
- Remove Sign
- Modify Sign
- Existing Sign (To Remain)
- School Zone
- Sidewalk
- Stop Sign
- Traffic Signal



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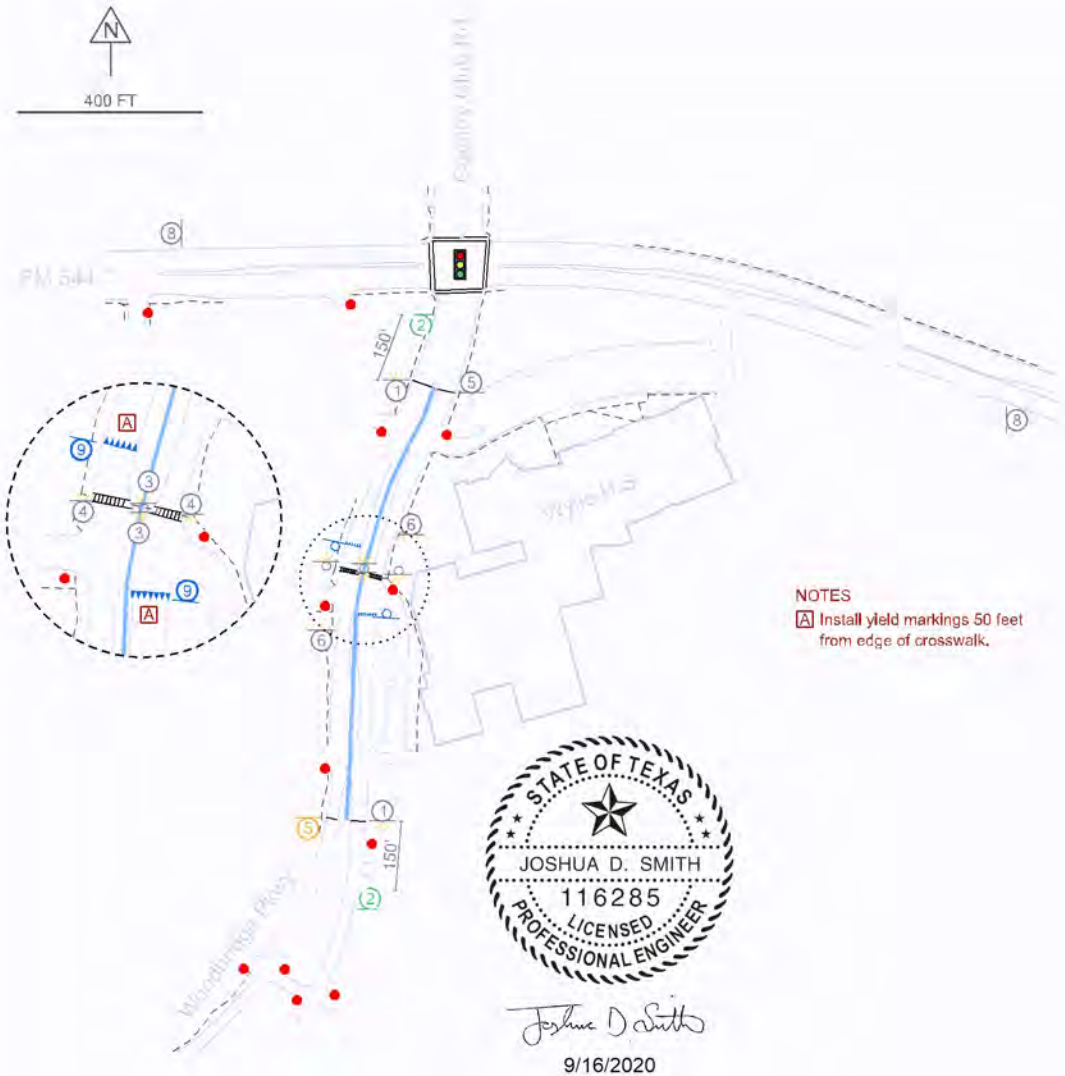
9/16/2020

All S-series school signs shall be black on white and/or fluorescent yellow green (FYG). Any school signs in standard yellow color shall be removed and replaced.

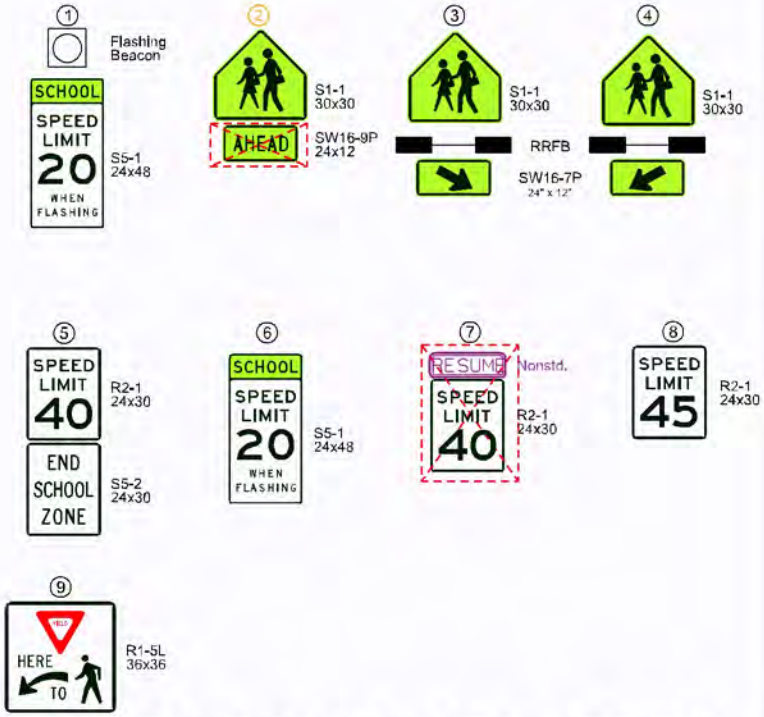
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Wylie High School
Existing Conditions

Figure 17







All S-series school signs shall be black on white and/or fluorescent yellow green (FYG). Any school signs in standard yellow color shall be removed and replaced.

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Wylie High School
Proposed Conditions

Figure 18

Figure 23: Existing School Zone Sign Locations

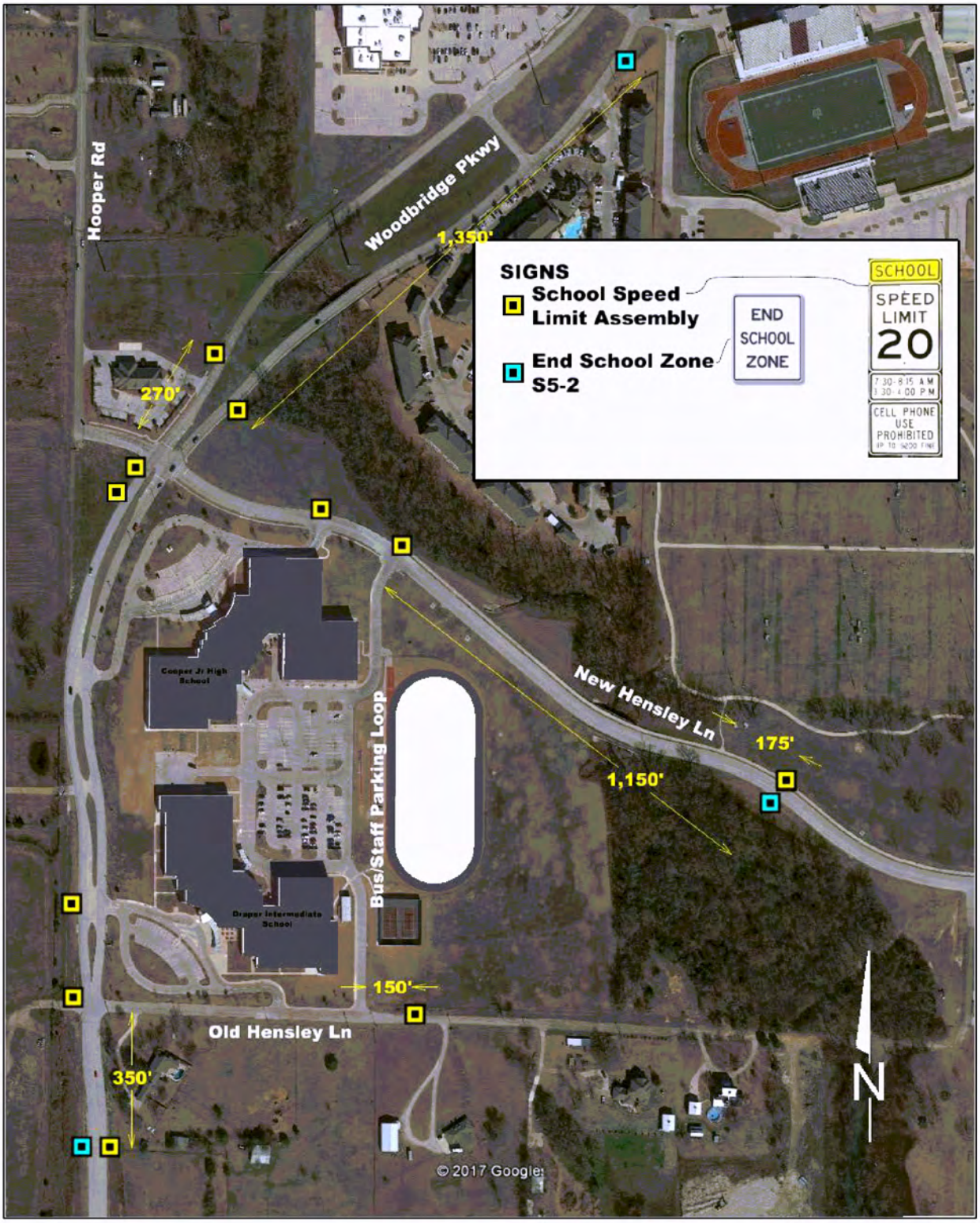
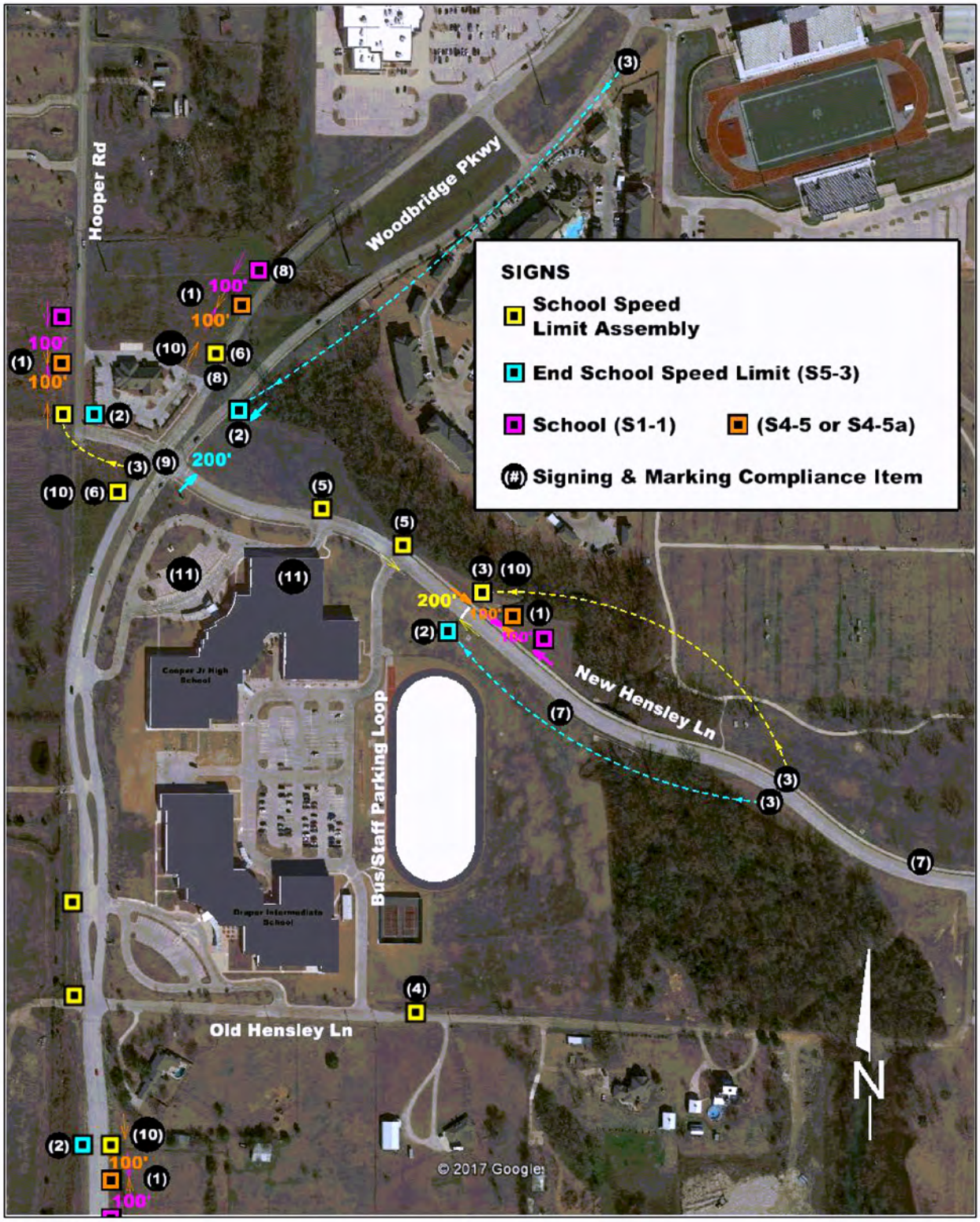


Figure 24: Proposed Changes to Signing



A review of the existing signing and comparison with the Texas MUTCD revealed:

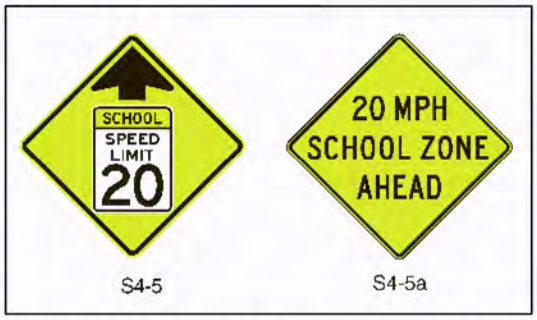
(1) The Texas MUTCD states in Section **7B.15.02**:



"If a reduced school speed limit zone has been established, a School (S1-1) sign shall be installed in advance (see Table 2C-4 for advance placement guidelines) of the first School Speed Limit sign assembly … that is encountered in each direction as traffic approaches the reduced school speed limit zone."

Additionally, Texas MUTCD states in Section **7B.16.01**:

A Reduced School Speed Limit Ahead (S4-5, S4-5a) sign (see Figure 7B-1) should be used to inform road users of a reduced speed zone where the speed limit is being reduced by more than 10 mph, or where engineering judgment indicates that advance notice would be appropriate.

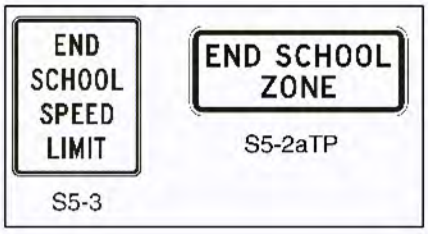


The required S1-1 signs are <u>not</u> present on the approaches to Cooper Junior High and Draper Intermediate Schools, and therefore need to be posted. The recommended S4-5 (or S4-5a) should also be considered. Because of the short distance existing along New Hensley Lane west of Woodbridge Parkway before the road turns north as Hooper Lane, signs located along Hooper Lane should be relocated to New Hensley Lane once it is extended in the near future.

The 20 mph school zones on Woodbridge Parkway and New Hensley Lane represent a 15- to 20-mph reduction in speed compared to the normal speed limit of 35 mph on these roadways. The speed limit on northbound Woodbridge Parkway is posted as 35 mph in Sachse south of the school campuses. At the end of the school zone in the northbound direction, the speed limit reverts to 40 mph, without the short 35 mph zone posted in the southbound direction of the same roadway.

According to Table 2C-4, the advance placement distance required for deceleration from 40 mph to 20 mph is the minimum distance of 100 ft. This minimum distance is intended to provide adequate spacing between signs. Therefore, these warning signs should be installed at least 100 feet in advance of the School Speed Limit sign assemblies.

(2) The Texas MUTCD states in Section **7B.15.03**:



"The downstream end of an authorized and posted reduced school speed limit zone shall be identified with an END SCHOOL SPEED LIMIT (S5-3) sign or a standard speed limit showing the speed limit for the section of highway that is downstream from the authorized and posted reduced school speed limit zone with an END SCHOOL ZONE (S5-2aTP) plaque…"

There is no "End School Zone" plaque posted on westbound New Hensley Lane west of Woodbridge Parkway (or on northbound Hooper Road beyond the 90-degree bend to the right); this sign should be added.

Southbound after exiting the Woodbridge Parkway school zone, the 35 mph speed limit is not posted; only an "End School Zone" sign is provided. This should either be changed to an "End School Speed Limit" sign, or a standard speed limit sign should be installed with an "End School Zone" plaque.

(3) The Texas MUTCD gives guidance in Section **7B.15.05**:

> *"The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, **a school crossing**, or other school related activities; however, this 200-foot distance should be increased if the reduced school speed limit is 30 mph or higher."*

The TxDOT Manual: Procedures for Establishing Speed Zones, Section 4, Introduction states:

> ***Pedestrian crossing activity** should be the primary basis for reduced school speed zones. However, irregular traffic and pedestrian movements must also be considered when children are being dropped off and picked up from school. (Speed Zones, 2-13)*

Based on the dimensions shown in Figure 23 above, it appears the beginning of the reduced school speed limit zone was located approximately 175 feet in advance of the intersection of two sidewalks. One sidewalk runs parallel along the north edge of New Hensley Lane; the other provides access to the Founders' Park athletic fields. While these fields may occasionally attract pedestrian traffic to and from the schools (such as for baseball practice after school), no such pedestrian trips were observed during the hours when the reduced school speed limit is applicable.

Because this location does not represent a pedestrian crossing, it does not merit extension of the school zone. The extra length of the school zone creates unnecessary delay for drivers, which may breed disrespect for school zones in general, which would have adverse effects in locations where they are indeed appropriate.

On New Hensley Lane, the reduced school speed zone should be located 200 feet or more in advance of the pedestrian crossing at the bus loop (which must be used where the sidewalk switches from the south to the north side when traveling east along New Hensley Lane). The 12-inch white marking across the roadway that demarcates the limit of the school reduced speed zone should be removed and a new marking added adjacent to the new sign location.

On Woodbridge Parkway, the northbound length of the school zone north of New Hensley Lane is also longer than necessary. While students walk along this stretch of sidewalk on the east side of Woodbridge Parkway between the schools and the apartments to the north, they do not cross Woodbridge Parkway.

Because school grounds, crossings, and other school related activities do not extend north of the intersection of Woodbridge Parkway and New Hensley Lane, the School Speed Limit assembly north of the intersection should be removed and replaced with an End School Speed Limit sign. A 12-inch white pavement marking across the northbound lanes should be placed at this location to denote the new end of the school zone. The End School Speed Limit sign farther north and the associated 12-inch marking across the northbound roadway should be removed.

(4) All signs should be mounted at 7 ft above the ground as per Section 2A.18 of the Texas MUTCD.

On Old Hensley Lane westbound approaching Draper Intermediate School, the School Speed Limit sign assembly is mounted too low to the ground, as shown in **Figure 25**, and should therefore be modified to achieve the required sign mounting height. Also, the double arrow sign (M6-4) which is mounted below the posted school zone times is unnecessary.

The double arrow sign is meant for cross streets where a school zone reduced speed limit is not in effect until after a turn at an intersection. Since the speed limit should be in effect along Old Hensley Lane, this panel should be removed. This panel is marked with ⃠ symbols in Figure 25.

Figure 25: School Zone Sign Recommended Change on Westbound Old Hensley Lane



(5) The signs facing the exits for both the Cooper Junior High School drop-off/pick-up loop and bus loop (see **Figure 26**) should each have a double-headed arrow plaque mounted between the panel for the hours and the "Cell Phone Use Prohibited" plaque. Also note the signs (both school zone speed limit signs and stop signs) in these photographs are mounted too low to the ground. Consider replacing the somewhat faded stop signs when mounting on taller, compliant posts. A double-headed arrow plaque is shown in Figure 25.

(6) The Texas MUTCD states in Section **7B.07**:

> *"School warning signs, including the "SCHOOL" portion of the School Speed Limit (S5-1) sign and including any supplemental plaques used in association with these warning signs, shall have a fluorescent yellow-green background with a black legend and border unless otherwise provided in this Manual for a specific sign."*

The "SCHOOL" panel at the top of the sign in Figure 25, as well as the top panels of the signs shown in **Figure 27** have a standard yellow background instead of a fluorescent yellow-green background for the "SCHOOL" panel and therefore need to be replaced.

Figure 26: Cooper Junior High School Drop-off/Pick-up Loop & Bus Loop Exits at New Hensley





Figure 27: Standard Yellow Signs on Southbound Woodbridge Pkwy



(7) Two "Slow Children at Play" signs posted along New Hensley Lane together with pedestrian warning signs are non-standard signs not found in the MUTCD or the Standard Highway Sign Designs for Texas. They should be removed. An example of this sign is shown in **Figure 28**. Justification for removal of such signs includes:

- Section **2C.02**: *"The use of warning signs should be kept to a minimum as the unnecessary use of warning signs tends to breed disrespect for all signs."*
- Section **2C.03.01**: *"Except as … specifically designated otherwise, all warning signs shall be diamond-shaped (square with one diagonal vertical) with a black legend and border on a yellow background."* The "Slow Children at Play" sign does not meet this criterion due to its black legend and yellow background coupled with rectangular shape. The running child symbol on the sign does not appear in the MUTCD.
- Section **2A.06.09**: *"All symbols shall be unmistakably similar to, or mirror images of, the adopted symbol signs, all of which are shown in the "Standard Highway Sign Designs for Texas" book (see Section 1A.11). Symbols and colors shall not be modified unless otherwise provided in this Manual. All symbols and colors for signs not shown in the "Standard Highway Sign Designs for Texas" book shall follow the procedures for experimentation and change described in Section 1A.10."*

Figure 28: Non-Standard "Slow Children at Play" Sign on New Hensley Lane



(8) The Texas MUTCD gives guidance in Section **7B.01.05** that oversized signs (48" x 48" S1-1 "School" signs, 36" x 48" S5-2 "End School Zone" and R2-1 Speed Limit signs, etc.), *"…should be used on roadways that have four or more lanes with posted speed limits of **40 mph** or higher."*

The speed limit on southbound Woodbridge Parkway is 40 mph and transitions to 35 mph only about 100 feet in advance of the beginning of the 20 mph school speed zone. The replacement of existing signs along Woodbridge Parkway with larger signs from the "Oversized" column in Table 7B-1 of the MUTCD should therefore be implemented upstream of the transition from 40 mph to 35 mph, and considered as well for signs just downstream of the transition.

(9) The Woodbridge North traffic impact analysis recommended that the intersection of Woodbridge Parkway and New Hensley Lane be upgraded to traffic signal control at some point in the future. When homes begin to develop in the Woodbridge North neighborhood, one or more marked crosswalks should be installed across Woodbridge Parkway, in addition to a marked crosswalk across the west leg of New Hensley Lane. Since prohibited by the MUTCD (see Sect. **7B.12.03**), these crosswalks should not be signed as school crosswalks while the conflicting approaches remain under stop-sign control.

However, if and when traffic signal control is constructed, school crosswalk signs (S1-1 with downward diagonal arrow panels mounted below) should be posted on either side of each crosswalk for emphasis to drivers making turns on a green light that there may be conflicting student pedestrians using the crosswalks. If separate left turn phases are provided, protected (rather than protected/permitted) left turn phasing is recommended to minimize the number of turning conflicts between drivers and pedestrians.

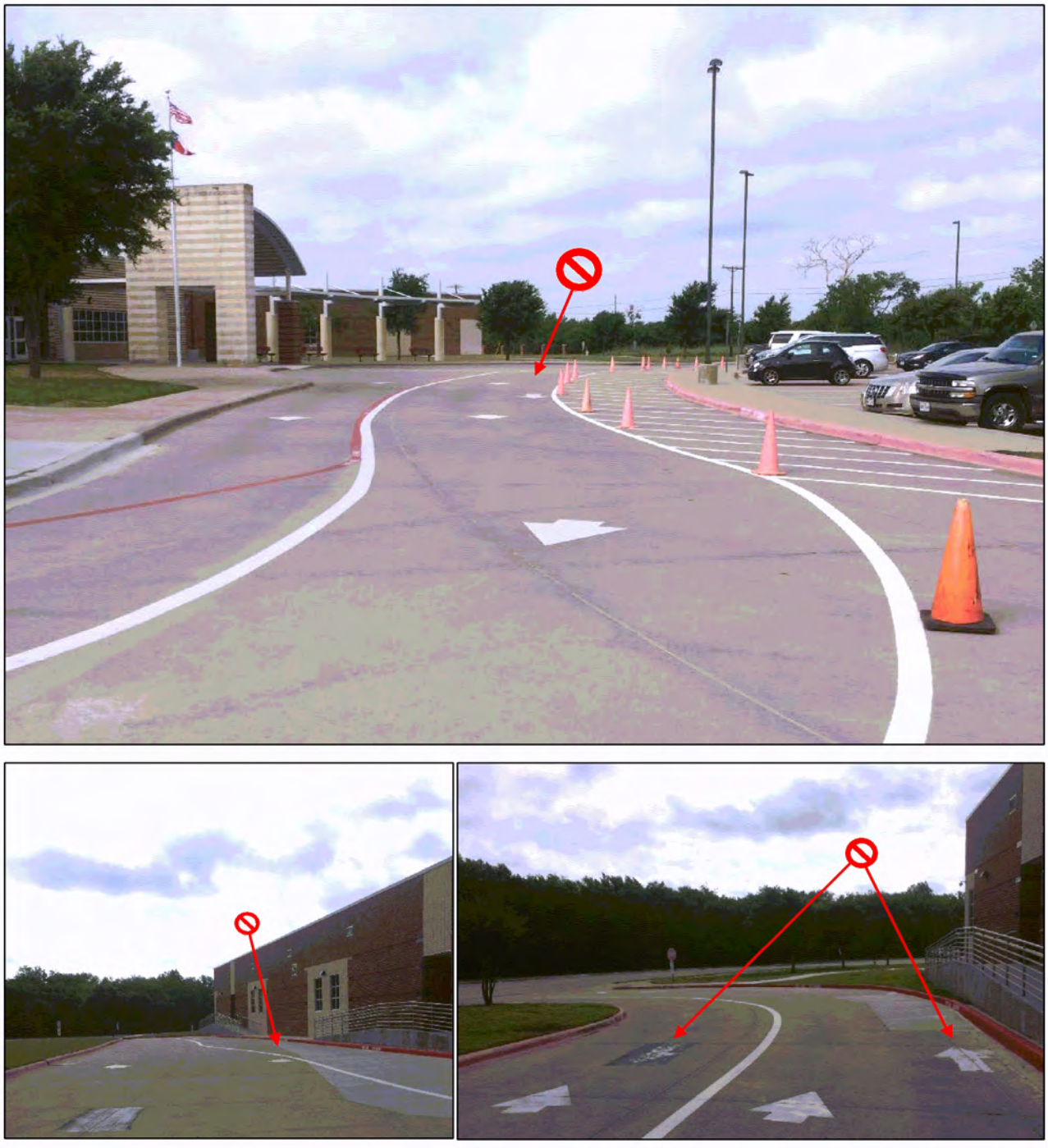
(10) Consideration should be given to replacing School Speed Limit sign assemblies along Woodbridge Parkway and New Hensley Lane with "School Speed Limit 20 When Flashing" signs. Signs should be consistent in appearance and operation with those posted near Wylie High School to the north (see **Figure 29**), having flashing LED lights around the perimeter of the sign for added conspicuity. While current pedestrian crossing volumes near Cooper Junior High School and Draper Intermediate School are not as high as would normally be considered to warrant this type of treatment, pedestrian volumes are projected to increase in the future, and extra driver awareness of reduced speeds is important due to the queue spillback that occurs onto Woodbridge Parkway. These signs will also allow for the school calendar to be programmed so that flashing operations and reduced school speed limits occur at the appropriate time after dismissal for half days of school and for non-flashing operations and regular speed limits to be in effect on school holidays.

Figure 29: "School Speed Limit 20 When Flashing" sign on northbound Woodbridge Pkwy near Wylie H.S.



(11) Internal to the Cooper Junior High School drop-off/pick-up loop area, several conflicting and potentially confusing pavement marking arrows are present. These are shown in **Figure 30** and should be removed.

Figure 30: Cooper Junior High School Pavement Marking Arrows to be Removed



In addition to MUTCD compliance, a brief, partial review was made for compliance with the United States Access Board's Proposed Rights-of-Way Guidelines[2]. **Figure 31** shows that pedestrian ramps for the crosswalk across the east leg of New Hensley Lane at Woodbridge Parkway do not meet the requirement of having a 4' x 4' level landing area at the top of the ramp. A full review may identify other areas of deficiency for area sidewalks, pedestrian ramps, and street crossings, which should be rectified if possible when the intersection is converted to signal control or when homes generating additional pedestrian traffic to and from the east are constructed.

> ***R304.2.1 Turning Space.*** *A turning space 1.2 m (4.0 ft) minimum by 1.2 m (4.0 ft) minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other turning spaces and clear spaces. Where the turning space is constrained at the back-of-sidewalk, the turning space shall be 1.2 m (4.0 ft) minimum by 1.5 m (5.0 ft) minimum. The 1.5 m (5.0 ft) dimension shall be provided in the direction of the ramp run.*

Figure 31: Non-Compliant Pedestrian Ramps crossing east leg of New Hensley Ln at Woodbridge Pkwy



[2] https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements

Appendix

Traffic Counts

Guidelines for Pedestrian Crossing Treatments (TTI) Evaluation Worksheets

Unsignalized Crosswalk Evaluations (FHWA) Worksheet

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: S W ALLEN BLVD S OF SURREY CIR (AT MID-BLOCK CROSSWALK)
Site Code:
Start Date: 02/06/2020
Page No: 1

Turning Movement Data

Start Time	S W ALLEN BLVD Southbound						CROSSWALK S OF SURREY CIR Westbound						S W ALLEN BLVD Northbound						CROSSWALK S OF SURREY CIR Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:30 AM	0	49	0	0	0	49	0	0	0	0	0	0	0	39	0	0	0	39	0	0	0	0	0	0	88
6:45 AM	0	79	0	0	0	79	0	0	0	0	0	0	0	53	0	0	0	53	0	0	0	0	1	0	132
Hourly Total	0	128	0	0	0	128	0	0	0	0	0	0	0	92	0	0	0	92	0	0	0	0	1	0	220
7:00 AM	0	106	0	0	0	106	0	0	0	0	0	0	0	85	0	0	0	85	0	0	0	0	0	0	191
7:15 AM	0	131	0	0	0	131	0	0	0	0	2	0	0	93	0	0	0	93	0	0	0	0	1	0	224
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	237	0	0	0	237	0	0	0	0	2	0	0	178	0	0	0	178	0	0	0	0	1	0	415
2:30 PM	0	61	0	0	0	61	0	0	0	0	0	0	0	27	0	0	0	27	0	0	0	0	0	0	88
2:45 PM	0	56	0	0	0	56	0	0	0	0	7	0	0	96	0	0	0	96	0	0	0	0	1	0	152
Hourly Total	0	117	0	0	0	117	0	0	0	0	7	0	0	123	0	0	0	123	0	0	0	0	1	0	240
3:00 PM	0	40	0	0	0	40	0	0	0	0	0	0	0	36	0	0	0	36	0	0	0	0	0	0	76
3:15 PM	0	45	0	0	0	45	0	0	0	0	0	0	0	35	0	0	0	35	0	0	0	0	0	0	80
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	567	0	0	0	567	0	0	0	0	9	0	0	464	0	0	0	464	0	0	0	0	3	0	1031
Approach %	0.0	100.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	100.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	-
Total %	0.0	55.0	0.0	0.0	-	55.0	0.0	0.0	0.0	0.0	-	0.0	0.0	45.0	0.0	0.0	-	45.0	0.0	0.0	0.0	0.0	-	0.0	-
Lights	0	553	0	0	-	553	0	0	0	0	-	0	0	450	0	0	-	450	0	0	0	0	-	0	1003
% Lights	-	97.5	-	-	-	97.5	-	-	-	-	-	-	-	97.0	-	-	-	97.0	-	-	-	-	-	-	97.3
Mediums	0	13	0	0	-	13	0	0	0	0	-	0	0	14	0	0	-	14	0	0	0	0	-	0	27
% Mediums	-	2.3	-	-	-	2.3	-	-	-	-	-	-	-	3.0	-	-	-	3.0	-	-	-	-	-	-	2.6
Articulated Trucks	0	1	0	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1
% Articulated Trucks	-	0.2	-	-	-	0.2	-	-	-	-	-	-	-	0.0	-	-	-	0.0	-	-	-	-	-	-	0.1
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	9	-	-	-	-	-	0	-	-	-	-	-	3	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: 4 - BROWN ST @ EAST CENTRAL DRIVEWAY
Site Code:
Start Date: 01/18/2018
Page No: 1

Turning Movement Data

Start Time	DRIVEWAY Southbound						BROWN ST Westbound						Northbound St. Northbound						BROWN ST Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:30 AM	0	0	0	0	0	0	0	53	0	0	0	53	0	0	0	0	0	0	1	60	0	0	0	61	114
6:45 AM	0	0	0	0	0	0	0	81	2	0	0	83	0	0	0	0	0	0	2	51	0	0	0	53	136
Hourly Total	0	0	0	0	0	0	0	134	2	0	0	136	0	0	0	0	0	0	3	111	0	0	0	114	250
7:00 AM	0	0	0	0	5	0	0	77	16	0	4	93	0	0	0	0	0	0	23	69	0	0	0	92	185
7:15 AM	0	0	0	0	1	0	0	129	41	0	3	170	0	0	0	0	0	0	54	103	0	0	0	157	327
7:30 AM	0	0	0	0	0	0	0	94	11	0	2	105	1	0	1	0	2	2	13	58	0	0	0	71	178
7:45 AM	0	0	0	0	0	0	0	66	4	0	0	70	0	0	0	0	0	0	3	56	0	0	0	59	129
Hourly Total	0	0	0	0	6	0	0	366	72	0	9	438	1	0	1	0	2	2	93	286	0	0	0	379	819
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2:00 PM	0	0	0	0	0	0	0	40	3	0	0	43	0	0	0	0	0	0	4	55	0	0	0	59	102
2:15 PM	0	0	0	0	1	0	0	44	2	0	0	46	0	0	0	0	0	0	4	70	0	0	0	74	120
2:30 PM	0	0	0	0	1	0	0	46	4	0	33	50	0	0	0	0	3	0	3	55	0	0	0	58	108
2:45 PM	0	0	0	0	1	0	0	107	5	0	51	112	0	0	0	0	0	0	12	76	0	0	0	88	200
Hourly Total	0	0	0	0	3	0	0	237	14	0	84	251	0	0	0	0	3	0	23	256	0	0	0	279	530
3:00 PM	0	0	0	0	0	0	0	54	1	0	1	55	1	0	1	0	0	2	1	40	0	0	0	41	98
3:15 PM	0	0	0	0	1	0	0	33	0	0	1	33	0	0	0	0	0	0	2	48	0	0	0	50	83
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	10	0	0	824	89	0	95	913	2	0	2	0	5	4	122	741	0	0	0	863	1780
Approach %	0.0	0.0	0.0	0.0	-	-	0.0	90.3	9.7	0.0	-	-	50.0	0.0	50.0	0.0	-	-	14.1	85.9	0.0	0.0	-	-	-
Total %	0.0	0.0	0.0	0.0	-	0.0	0.0	46.3	5.0	0.0	-	51.3	0.1	0.0	0.1	0.0	-	0.2	6.9	41.6	0.0	0.0	-	48.5	-
Lights	0	0	0	0	-	0	0	810	85	0	-	895	2	0	2	0	-	4	115	726	0	0	-	841	1740
% Lights	-	-	-	-	-	-	-	98.3	95.5	-	-	98.0	100.0	-	100.0	-	-	100.0	94.3	98.0	-	-	-	97.5	97.8
Mediums	0	0	0	0	-	0	0	10	4	0	-	14	0	0	0	0	-	0	7	13	0	0	-	20	34
% Mediums	-	-	-	-	-	-	-	1.2	4.5	-	-	1.5	0.0	-	0.0	-	-	0.0	5.7	1.8	-	-	-	2.3	1.9
Articulated Trucks	0	0	0	0	-	0	0	4	0	0	-	4	0	0	0	0	-	0	0	2	0	0	-	2	6
% Articulated Trucks	-	-	-	-	-	-	-	0.5	0.0	-	-	0.4	0.0	-	0.0	-	-	0.0	0.0	0.3	-	-	-	0.2	0.3
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	10	-	-	-	-	-	95	-	-	-	-	-	5	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: 5 - CHEYENNE RD @ TUSCALOSA DR
Site Code:
Start Date: 01/25/2018
Page No: 1

Turning Movement Data

Start Time	CHEYENNE RD Southbound						TUSCALOSA DR Westbound						CHEYENNE RD Northbound						DODD ES NORTH DRWY Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:30 AM	0	14	0	0	0	14	11	0	3	0	0	14	3	3	2	1	0	9	0	0	0	0	0	0	37
6:45 AM	0	8	11	0	0	19	11	4	1	0	0	16	15	5	1	0	0	21	0	0	0	0	1	0	56
Hourly Total	0	22	11	0	0	33	22	4	4	0	0	30	18	8	3	1	0	30	0	0	0	0	1	0	93
7:00 AM	0	5	34	0	4	39	10	15	3	0	4	28	47	11	9	0	1	67	0	0	0	0	0	0	134
7:15 AM	3	7	56	0	15	66	4	19	1	0	6	24	53	29	23	0	0	105	0	0	0	0	0	0	195
7:30 AM	4	8	8	0	3	20	8	3	1	0	3	12	12	17	10	0	1	39	0	0	0	0	0	0	71
7:45 AM	2	13	0	0	2	15	15	0	3	0	2	18	2	10	4	0	0	16	0	0	0	0	0	0	49
Hourly Total	9	33	98	0	24	140	37	37	8	0	15	82	114	67	46	0	2	227	0	0	0	0	0	0	449
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	3	1	0	0	4	1	0	0	0	0	1	10	5	7	0	0	22	0	0	0	0	0	0	27
2:15 PM	0	5	5	0	3	10	3	1	0	0	0	4	14	3	6	0	0	23	0	0	0	0	4	0	37
2:30 PM	1	2	0	0	54	3	4	0	0	0	28	4	0	7	15	0	2	22	0	0	0	0	12	0	29
2:45 PM	2	3	33	0	22	38	2	38	3	0	12	43	12	21	25	0	3	58	0	0	0	0	7	0	139
Hourly Total	3	13	39	0	79	55	10	39	3	0	40	52	36	36	53	0	5	125	0	0	0	0	23	0	232
3:00 PM	2	2	5	0	0	9	3	1	0	0	0	4	9	8	2	0	0	19	0	0	0	0	1	0	32
3:15 PM	0	8	0	0	1	8	4	0	0	0	1	4	3	8	7	0	0	18	0	0	0	0	0	0	30
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	14	78	153	0	104	245	76	81	15	0	56	172	180	127	111	1	7	419	0	0	0	0	25	0	836
Approach %	5.7	31.8	62.4	0.0	-	-	44.2	47.1	8.7	0.0	-	-	43.0	30.3	26.5	0.2	-	-	0.0	0.0	0.0	0.0	-	-	-
Total %	1.7	9.3	18.3	0.0	-	29.3	9.1	9.7	1.8	0.0	-	20.6	21.5	15.2	13.3	0.1	-	50.1	0.0	0.0	0.0	0.0	-	0.0	-
Lights	12	75	153	0	-	240	76	81	14	0	-	171	179	124	110	0	-	413	0	0	0	0	-	0	824
% Lights	85.7	96.2	100.0	-	-	98.0	100.0	100.0	93.3	-	-	99.4	99.4	97.6	99.1	0.0	-	98.6	-	-	-	-	-	-	98.6
Mediums	2	3	0	0	-	5	0	0	1	0	-	1	1	3	1	0	-	5	0	0	0	0	-	0	11
% Mediums	14.3	3.8	0.0	-	-	2.0	0.0	0.0	6.7	-	-	0.6	0.6	2.4	0.9	0.0	-	1.2	-	-	-	-	-	-	1.3
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	1	-	1	0	0	0	0	-	0	1
% Articulated Trucks	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	100.0	-	0.2	-	-	-	-	-	-	0.1
Bicycles on Crosswalk	-	-	-	-	8	-	-	-	-	-	10	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	7.7	-	-	-	-	-	17.9	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	96	-	-	-	-	-	46	-	-	-	-	-	7	-	-	-	-	-	25	-	-
% Pedestrians	-	-	-	-	92.3	-	-	-	-	-	82.1	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: MCMILLAN JR HIGH-DAVIS INTERMEDIATE EAST DRWY
Site Code:
Start Date: 02/07/2018
Page No: 1

Turning Movement Data

Start Time	MCMILLAN JR HIGH-DAVIS INTERMEDIATE EAST DRWY Southbound						PARK BLVD Westbound						WESTGATE WAY Northbound						PARK BLVD Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
7:00 AM	0	0	0	0	1	0	3	43	2	1	0	49	27	0	5	0	0	32	0	28	12	0	0	40	121
7:15 AM	0	0	0	0	9	0	1	63	1	0	3	65	36	1	3	0	0	40	0	26	24	0	3	50	155
7:30 AM	0	0	0	0	29	0	4	78	0	0	26	82	36	0	5	0	0	41	0	44	29	0	4	73	196
7:45 AM	4	3	5	0	27	12	3	49	0	0	26	52	42	0	4	0	0	46	0	43	30	0	14	73	183
Hourly Total	4	3	5	0	66	12	11	233	3	1	55	248	141	1	17	0	0	159	0	141	95	0	21	236	655
8:00 AM	1	3	1	0	8	5	2	37	0	0	7	39	36	0	9	0	0	45	0	42	28	0	1	70	159
8:15 AM	0	0	0	0	6	0	2	20	0	0	3	22	12	0	6	0	0	18	0	24	14	0	0	38	78
8:30 AM	1	0	0	0	0	1	2	22	0	0	0	24	7	0	6	0	0	13	0	16	6	0	0	22	60
8:45 AM	0	0	1	0	0	1	2	15	0	0	0	17	6	0	3	0	0	9	0	18	6	0	0	24	51
Hourly Total	2	3	2	0	14	7	8	94	0	0	10	102	61	0	24	0	0	85	0	100	54	0	1	154	348
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM	0	0	0	0	0	0	9	23	0	0	0	32	17	0	3	0	0	20	0	21	16	0	0	37	89
Hourly Total	0	0	0	0	0	0	9	23	0	0	0	32	17	0	3	0	0	20	0	21	16	0	0	37	89
3:00 PM	0	0	1	0	1	1	5	37	0	0	1	42	16	0	2	0	0	18	0	17	11	0	0	28	89
3:15 PM	1	0	2	0	2	3	8	29	0	0	3	37	9	0	7	0	0	16	0	17	10	1	2	28	84
3:30 PM	9	3	2	0	105	14	7	35	0	0	86	42	19	0	12	0	0	31	0	36	20	0	122	56	143
3:45 PM	0	0	1	0	12	1	4	25	0	0	13	29	17	0	5	0	0	22	0	62	37	0	20	99	151
Hourly Total	10	3	6	0	120	19	24	126	0	0	103	150	61	0	26	0	0	87	0	132	78	1	144	211	467
4:00 PM	1	0	0	0	1	1	2	24	0	0	1	26	15	0	7	0	0	22	0	37	17	0	3	54	103
4:15 PM	0	0	0	0	1	0	3	26	0	0	1	29	12	0	7	0	0	19	0	56	13	1	1	70	118
4:30 PM	0	1	1	0	1	2	10	51	0	0	0	61	13	1	6	0	0	20	0	39	25	0	11	64	147
4:45 PM	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	1	2
Hourly Total	1	1	1	0	3	3	15	102	0	0	2	117	40	1	20	0	0	61	0	133	55	1	15	189	370
Grand Total	17	10	14	0	203	41	67	578	3	1	170	649	320	2	90	0	0	412	0	527	298	2	181	827	1929
Approach %	41.5	24.4	34.1	0.0	-	-	10.3	89.1	0.5	0.2	-	-	77.7	0.5	21.8	0.0	-	-	0.0	63.7	36.0	0.2	-	-	-
Total %	0.9	0.5	0.7	0.0	-	2.1	3.5	30.0	0.2	0.1	-	33.6	16.6	0.1	4.7	0.0	-	21.4	0.0	27.3	15.4	0.1	-	42.9	-
Lights	3	1	2	0	-	6	64	555	2	1	-	622	309	2	86	0	-	397	0	516	284	2	-	802	1827
% Lights	17.6	10.0	14.3	-	-	14.6	95.5	96.0	66.7	100.0	-	95.8	96.6	100.0	95.6	-	-	96.4	-	97.9	95.3	100.0	-	97.0	94.7
Mediums	14	9	12	0	-	35	3	23	1	0	-	27	11	0	4	0	-	15	0	11	14	0	-	25	102
% Mediums	82.4	90.0	85.7	-	-	85.4	4.5	4.0	33.3	0.0	-	4.2	3.4	0.0	4.4	-	-	3.6	-	2.1	4.7	0.0	-	3.0	5.3
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	-	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Bicycles on Crosswalk	-	-	-	-	19	-	-	-	-	-	13	-	-	-	-	-	0	-	-	-	-	-	14	-	-
% Bicycles on Crosswalk	-	-	-	-	9.4	-	-	-	-	-	7.6	-	-	-	-	-	-	-	-	-	-	-	7.7	-	-
Pedestrians	-	-	-	-	184	-	-	-	-	-	157	-	-	-	-	-	0	-	-	-	-	-	167	-	-
% Pedestrians	-	-	-	-	90.6	-	-	-	-	-	92.4	-	-	-	-	-	-	-	-	-	-	-	92.3	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: 4 - S BIRMINGHAM ST @ SOUTH CENTRAL DRWY
Site Code:
Start Date: 02/08/2018
Page No: 1

Turning Movement Data

Start Time	S BIRMINGHAM ST Southbound						Westbound St. Westbound						S BIRMINGHAM ST Northbound						SOUTH CENTRAL DRWY Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:30 AM	0	7	0	0	0	7	0	0	0	0	0	0	0	17	0	0	0	17	0	0	0	0	0	0	24
6:45 AM	0	15	0	0	0	15	0	0	0	0	0	0	0	34	0	0	0	34	7	0	10	0	0	17	66
Hourly Total	0	22	0	0	0	22	0	0	0	0	0	0	0	51	0	0	0	51	7	0	10	0	0	17	90
7:00 AM	0	23	0	0	0	23	0	0	0	0	0	0	0	73	0	0	0	73	26	0	57	0	0	83	179
7:15 AM	0	29	0	0	0	29	0	0	0	0	0	0	0	75	0	0	0	75	35	0	66	0	0	101	205
7:30 AM	0	23	0	0	0	23	0	0	0	0	0	0	1	20	0	0	0	21	8	0	28	0	0	36	80
7:45 AM	0	30	0	0	0	30	0	0	0	0	0	0	0	26	0	0	0	26	3	0	3	0	0	6	62
Hourly Total	0	105	0	0	0	105	0	0	0	0	0	0	1	194	0	0	0	195	72	0	154	0	0	226	526
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	22	0	0	0	22	0	0	0	0	0	0	0	40	0	0	0	40	1	0	1	0	0	2	64
2:15 PM	0	19	0	0	1	19	0	0	0	0	0	0	1	41	0	0	0	42	1	0	1	0	0	2	63
2:30 PM	0	41	0	0	3	41	0	0	0	0	0	0	0	39	0	0	0	39	14	0	55	0	0	69	149
2:45 PM	0	18	0	0	0	18	0	0	0	0	0	0	0	30	0	0	0	30	13	0	37	0	0	50	98
Hourly Total	0	100	0	0	4	100	0	0	0	0	0	0	1	150	0	0	0	151	29	0	94	0	0	123	374
3:00 PM	0	18	0	0	0	18	0	0	0	0	0	0	0	23	0	0	0	23	4	0	6	0	0	10	51
3:15 PM	0	24	0	0	0	24	0	0	0	0	0	0	1	21	0	0	0	22	1	0	6	0	0	7	53
Grand Total	0	269	0	0	4	269	0	0	0	0	0	0	3	439	0	0	0	442	113	0	270	0	0	383	1094
Approach %	0.0	100.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.7	99.3	0.0	0.0	-	-	29.5	0.0	70.5	0.0	-	-	-
Total %	0.0	24.6	0.0	0.0	-	24.6	0.0	0.0	0.0	0.0	-	0.0	0.3	40.1	0.0	0.0	-	40.4	10.3	0.0	24.7	0.0	-	35.0	-
Lights	0	261	0	0	-	261	0	0	0	0	-	0	2	428	0	0	-	430	112	0	268	0	-	380	1071
% Lights	-	97.0	-	-	-	97.0	-	-	-	-	-	-	66.7	97.5	-	-	-	97.3	99.1	-	99.3	-	-	99.2	97.9
Mediums	0	8	0	0	-	8	0	0	0	0	-	0	1	11	0	0	-	12	1	0	2	0	-	3	23
% Mediums	-	3.0	-	-	-	3.0	-	-	-	-	-	-	33.3	2.5	-	-	-	2.7	0.9	-	0.7	-	-	0.8	2.1
Articulated Trucks	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	-	-	-	0.0	-	-	-	-	-	-	0.0	0.0	-	-	-	0.0	0.0	-	0.0	-	-	0.0	0.0
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	0.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	4	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: 8 - BALLARD AVE @ BIRMINGHAM ST - DAY 2
Site Code:
Start Date: 01/18/2018
Page No: 1

Turning Movement Data

Start Time	BALLARD AVE Southbound						SCHOOL DRWY Westbound						BALLARD AVE Northbound						BIRMINGHAM ST Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
7:00 AM	0	49	0	0	0	49	0	2	1	0	0	3	60	69	0	0	0	129	0	0	28	0	0	28	209
7:15 AM	0	70	1	0	0	71	1	1	8	0	0	10	48	72	0	0	0	120	0	0	41	0	0	41	242
7:30 AM	0	90	1	0	0	91	16	2	40	0	0	58	39	84	0	1	1	124	0	0	45	0	0	45	318
7:45 AM	0	111	5	0	0	116	33	3	73	0	0	109	28	105	0	1	10	134	0	0	36	0	2	36	395
Hourly Total	0	320	7	0	0	327	50	8	122	0	0	180	175	330	0	2	11	507	0	0	150	0	2	150	1164
8:00 AM	0	85	1	0	0	86	41	9	70	0	1	120	34	79	0	0	1	113	1	0	33	0	0	34	353
8:15 AM	0	40	2	0	0	42	6	2	10	0	0	18	34	56	0	0	0	90	2	0	25	0	0	27	177
8:30 AM	0	38	1	1	0	40	0	0	3	0	0	3	22	61	0	0	0	83	1	0	20	0	0	21	147
8:45 AM	0	38	0	0	0	38	1	1	1	0	0	3	26	44	0	0	0	70	3	0	12	0	0	15	126
Hourly Total	0	201	4	1	0	206	48	12	84	0	1	144	116	240	0	0	1	356	7	0	90	0	0	97	803
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM	0	68	1	0	0	69	0	0	1	0	0	1	33	56	0	0	0	89	0	0	48	0	0	48	207
Hourly Total	0	68	1	0	0	69	0	0	1	0	0	1	33	56	0	0	0	89	0	0	48	0	0	48	207
3:00 PM	0	51	1	0	0	52	1	0	2	0	1	3	24	49	0	1	0	74	0	0	36	0	0	36	165
3:15 PM	0	54	0	0	0	54	2	0	4	0	0	6	21	68	0	2	4	91	1	0	40	0	0	41	192
3:30 PM	0	113	4	2	0	119	22	1	55	0	1	78	27	54	0	0	21	81	1	0	37	0	3	38	316
3:45 PM	0	85	3	0	0	88	5	1	6	0	2	12	24	48	0	0	3	72	0	0	41	0	0	41	213
Hourly Total	0	303	8	2	0	313	30	2	67	0	4	99	96	219	0	3	28	318	2	0	154	0	3	156	886
4:00 PM	0	50	2	0	0	52	4	2	3	0	0	9	22	66	0	0	2	88	1	0	45	0	0	46	195
4:15 PM	0	60	0	0	0	60	15	2	16	0	0	33	33	62	0	1	3	96	2	0	47	0	0	49	238
4:30 PM	0	94	2	0	0	96	6	3	7	0	0	16	25	53	0	0	0	78	0	0	40	0	0	40	230
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	204	4	0	0	208	25	7	26	0	0	58	80	181	0	1	5	262	3	0	132	0	0	135	663
Grand Total	0	1096	24	3	0	1123	153	29	300	0	5	482	500	1026	0	6	45	1532	12	0	574	0	5	586	3723
Approach %	0.0	97.6	2.1	0.3	-	-	31.7	6.0	62.2	0.0	-	-	32.6	67.0	0.0	0.4	-	-	2.0	0.0	98.0	0.0	-	-	-
Total %	0.0	29.4	0.6	0.1	-	30.2	4.1	0.8	8.1	0.0	-	12.9	13.4	27.6	0.0	0.2	-	41.1	0.3	0.0	15.4	0.0	-	15.7	-
Lights	0	1057	21	3	-	1081	152	29	293	0	-	474	497	974	0	6	-	1477	12	0	568	0	-	580	3612
% Lights	-	96.4	87.5	100.0	-	96.3	99.3	100.0	97.7	-	-	98.3	99.4	94.9	-	100.0	-	96.4	100.0	-	99.0	-	-	99.0	97.0
Mediums	0	34	3	0	-	37	1	0	7	0	-	8	3	43	0	0	-	46	0	0	6	0	-	6	97
% Mediums	-	3.1	12.5	0.0	-	3.3	0.7	0.0	2.3	-	-	1.7	0.6	4.2	-	0.0	-	3.0	0.0	-	1.0	-	-	1.0	2.6
Articulated Trucks	0	5	0	0	-	5	0	0	0	0	-	0	0	9	0	0	-	9	0	0	0	0	-	0	14
% Articulated Trucks	-	0.5	0.0	0.0	-	0.4	0.0	0.0	0.0	-	-	0.0	0.0	0.9	-	0.0	-	0.6	0.0	-	0.0	-	-	0.0	0.4
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	5	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	20.0	-	-	-	-	-	11.1	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	4	-	-	-	-	-	40	-	-	-	-	-	5	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	80.0	-	-	-	-	-	88.9	-	-	-	-	-	100.0	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: STONE RD @ HILLTOP LN
Site Code:
Start Date: 02/13/2020
Page No: 1

Turning Movement Data

Start Time	Southbound St. Southbound						STONE RD Westbound						HILLTOP LN Northbound						STONE RD Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:45 AM	0	0	0	0	0	0	12	121	0	0	0	133	1	0	1	0	0	2	0	22	18	0	0	40	175
Hourly Total	0	0	0	0	0	0	12	121	0	0	0	133	1	0	1	0	0	2	0	22	18	0	0	40	175
7:00 AM	0	0	0	0	0	0	10	149	0	0	0	159	10	0	1	0	0	11	0	48	23	0	0	71	241
7:15 AM	0	0	0	0	0	0	6	129	0	0	0	135	17	0	0	0	1	17	0	56	35	0	0	91	243
7:30 AM	0	0	0	0	0	0	28	150	0	0	0	178	14	0	3	0	0	17	0	73	25	0	1	98	293
7:45 AM	0	0	0	0	0	0	50	148	0	0	0	198	35	0	4	0	0	39	0	61	28	0	0	89	326
Hourly Total	0	0	0	0	0	0	94	576	0	0	0	670	76	0	8	0	1	84	0	238	111	0	1	349	1103
8:00 AM	0	0	0	0	0	0	20	128	0	0	0	148	27	0	2	0	0	29	0	86	23	0	1	109	286
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	20	128	0	0	0	148	27	0	2	0	0	29	0	86	23	0	1	109	286
2:30 PM	0	0	0	0	0	0	3	82	0	0	0	85	7	0	3	0	2	10	0	79	17	0	0	96	191
2:45 PM	0	0	0	0	0	0	7	83	0	0	0	90	12	0	3	0	3	15	0	90	11	0	1	101	206
Hourly Total	0	0	0	0	0	0	10	165	0	0	0	175	19	0	6	0	5	25	0	169	28	0	1	197	397
3:00 PM	0	0	0	0	0	0	6	91	0	0	0	97	8	0	2	0	0	10	0	100	12	0	0	112	219
3:15 PM	0	0	0	0	0	0	13	84	0	0	0	97	9	0	1	0	0	10	0	87	23	0	0	110	217
3:30 PM	0	0	0	0	0	0	9	89	0	0	0	98	42	0	6	0	0	48	0	138	16	0	8	154	300
3:45 PM	0	0	0	0	0	0	6	93	0	0	0	99	11	0	1	0	0	12	0	141	8	0	2	149	260
Hourly Total	0	0	0	0	0	0	34	357	0	0	0	391	70	0	10	0	0	80	0	466	59	0	10	525	996
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	170	1347	0	0	0	1517	193	0	27	0	6	220	0	981	239	0	13	1220	2957
Approach %	0.0	0.0	0.0	0.0	-	-	11.2	88.8	0.0	0.0	-	-	87.7	0.0	12.3	0.0	-	-	0.0	80.4	19.6	0.0	-	-	-
Total %	0.0	0.0	0.0	0.0	-	0.0	5.7	45.6	0.0	0.0	-	51.3	6.5	0.0	0.9	0.0	-	7.4	0.0	33.2	8.1	0.0	-	41.3	-
Lights	0	0	0	0	-	0	168	1298	0	0	-	1466	193	0	26	0	-	219	0	944	230	0	-	1174	2859
% Lights	-	-	-	-	-	-	98.8	96.4	-	-	-	96.6	100.0	-	96.3	-	-	99.5	-	96.2	96.2	-	-	96.2	96.7
Mediums	0	0	0	0	-	0	2	48	0	0	-	50	0	0	1	0	-	1	0	33	9	0	-	42	93
% Mediums	-	-	-	-	-	-	1.2	3.6	-	-	-	3.3	0.0	-	3.7	-	-	0.5	-	3.4	3.8	-	-	3.4	3.1
Articulated Trucks	0	0	0	0	-	0	0	1	0	0	-	1	0	0	0	0	-	0	0	4	0	0	-	4	5
% Articulated Trucks	-	-	-	-	-	-	0.0	0.1	-	-	-	0.1	0.0	-	0.0	-	-	0.0	-	0.4	0.0	-	-	0.3	0.2
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	6	-	-	-	-	-	13	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: STONE RD @ THOMAS ST
Site Code:
Start Date: 02/13/2020
Page No: 1

Turning Movement Data

Start Time	Southbound St. Southbound						STONE RD Westbound						THOMAS ST Northbound						STONE RD Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:45 AM	0	0	0	0	0	0	9	128	0	0	0	137	0	0	9	0	0	9	0	23	0	0	0	23	169
Hourly Total	0	0	0	0	0	0	9	128	0	0	0	137	0	0	9	0	0	9	0	23	0	0	0	23	169
7:00 AM	0	0	0	0	0	0	12	148	0	0	0	160	4	0	14	0	1	18	0	51	3	0	0	54	232
7:15 AM	0	0	0	0	0	0	17	115	0	0	0	132	12	0	12	0	1	24	0	52	8	0	0	60	216
7:30 AM	0	0	0	0	0	0	16	167	0	0	0	183	4	0	19	0	0	23	0	69	2	0	0	71	277
7:45 AM	0	0	0	0	0	0	18	169	0	0	0	187	16	0	49	0	0	65	0	64	4	0	0	68	320
Hourly Total	0	0	0	0	0	0	63	599	0	0	0	662	36	0	94	0	2	130	0	236	17	0	0	253	1045
8:00 AM	0	0	0	0	0	0	25	139	0	0	0	164	10	0	60	0	0	70	0	73	7	0	0	80	314
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	0	0	0	0	0	25	139	0	0	0	164	10	0	60	0	0	70	0	73	7	0	0	80	314
2:30 PM	0	0	0	0	0	0	1	74	0	0	0	75	11	0	6	0	2	17	0	81	3	0	0	84	176
2:45 PM	0	0	0	0	0	0	4	78	0	0	1	82	12	0	15	0	0	27	0	86	3	0	0	89	198
Hourly Total	0	0	0	0	0	0	5	152	0	0	1	157	23	0	21	0	2	44	0	167	6	0	0	173	374
3:00 PM	0	0	0	0	0	0	6	85	0	0	0	91	3	0	7	0	0	10	0	96	3	0	0	99	200
3:15 PM	0	0	0	0	0	0	15	98	0	0	0	113	6	0	8	0	0	14	0	84	7	0	0	91	218
3:30 PM	0	0	0	0	0	0	16	81	0	0	0	97	17	0	65	0	0	82	0	119	10	0	0	129	308
3:45 PM	0	0	0	0	0	0	8	86	0	0	0	94	8	0	16	0	0	24	0	141	1	0	0	142	260
Hourly Total	0	0	0	0	0	0	45	350	0	0	0	395	34	0	96	0	0	130	0	440	21	0	0	461	986
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	0	0	147	1368	0	0	1	1515	103	0	280	0	4	383	0	939	51	0	0	990	2888
Approach %	0.0	0.0	0.0	0.0	-	-	9.7	90.3	0.0	0.0	-	-	26.9	0.0	73.1	0.0	-	-	0.0	94.8	5.2	0.0	-	-	-
Total %	0.0	0.0	0.0	0.0	-	0.0	5.1	47.4	0.0	0.0	-	52.5	3.6	0.0	9.7	0.0	-	13.3	0.0	32.5	1.8	0.0	-	34.3	-
Lights	0	0	0	0	-	0	147	1333	0	0	-	1480	91	0	273	0	-	364	0	904	49	0	-	953	2797
% Lights	-	-	-	-	-	-	100.0	97.4	-	-	-	97.7	88.3	-	97.5	-	-	95.0	-	96.3	96.1	-	-	96.3	96.8
Mediums	0	0	0	0	-	0	0	34	0	0	-	34	12	0	7	0	-	19	0	30	2	0	-	32	85
% Mediums	-	-	-	-	-	-	0.0	2.5	-	-	-	2.2	11.7	-	2.5	-	-	5.0	-	3.2	3.9	-	-	3.2	2.9
Articulated Trucks	0	0	0	0	-	0	0	1	0	0	-	1	0	0	0	0	-	0	0	5	0	0	-	5	6
% Articulated Trucks	-	-	-	-	-	-	0.0	0.1	-	-	-	0.1	0.0	-	0.0	-	-	0.0	-	0.5	0.0	-	-	0.5	0.2
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	4	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: COUNTRY CLUB RD @ SMITH ELEMENTARY ENTRANCE
Site Code:
Start Date: 02/06/2020
Page No: 1

Turning Movement Data

Start Time	COUNTRY CLUB RD Southbound						Westbound St. Westbound						COUNTRY CLUB RD Northbound						SMITH ELEMENTARY ENTRANCE Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:30 AM	0	66	7	0	0	73	0	0	0	0	0	0	7	103	0	0	0	110	0	0	0	0	0	0	183
6:45 AM	0	88	15	0	0	103	0	0	0	0	0	0	33	119	0	0	0	152	5	0	12	0	0	17	272
Hourly Total	0	154	22	0	0	176	0	0	0	0	0	0	40	222	0	0	0	262	5	0	12	0	0	17	455
7:00 AM	0	86	44	0	0	130	0	0	0	0	0	0	84	161	0	1	0	246	12	0	71	0	0	83	459
7:15 AM	0	123	60	0	0	183	0	0	0	0	1	0	109	158	0	0	0	267	13	0	125	0	0	138	588
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	209	104	0	0	313	0	0	0	0	1	0	193	319	0	1	0	513	25	0	196	0	0	221	1047
2:30 PM	0	80	18	0	0	98	0	0	0	0	0	0	52	73	0	0	0	125	11	0	38	0	0	49	272
2:45 PM	0	109	10	0	0	119	0	0	0	0	0	0	22	91	0	1	0	114	23	0	94	0	0	117	350
Hourly Total	0	189	28	0	0	217	0	0	0	0	0	0	74	164	0	1	0	239	34	0	132	0	0	166	622
3:00 PM	0	79	6	0	0	85	0	0	0	0	0	0	5	86	0	0	0	91	3	0	11	0	0	14	190
3:15 PM	0	107	6	0	0	113	0	0	0	0	0	0	10	72	0	0	0	82	4	0	13	0	0	17	212
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	738	166	0	0	904	0	0	0	0	1	0	322	863	0	2	0	1187	71	0	364	0	0	435	2526
Approach %	0.0	81.6	18.4	0.0	-	-	0.0	0.0	0.0	0.0	-	-	27.1	72.7	0.0	0.2	-	-	16.3	0.0	83.7	0.0	-	-	-
Total %	0.0	29.2	6.6	0.0	-	35.8	0.0	0.0	0.0	0.0	-	0.0	12.7	34.2	0.0	0.1	-	47.0	2.8	0.0	14.4	0.0	-	17.2	-
Lights	0	716	155	0	-	871	0	0	0	0	-	0	316	831	0	1	-	1148	69	0	346	0	-	415	2434
% Lights	-	97.0	93.4	-	-	96.3	-	-	-	-	-	-	98.1	96.3	-	50.0	-	96.7	97.2	-	95.1	-	-	95.4	96.4
Mediums	0	19	11	0	-	30	0	0	0	0	-	0	6	30	0	1	-	37	2	0	18	0	-	20	87
% Mediums	-	2.6	6.6	-	-	3.3	-	-	-	-	-	-	1.9	3.5	-	50.0	-	3.1	2.8	-	4.9	-	-	4.6	3.4
Articulated Trucks	0	3	0	0	-	3	0	0	0	0	-	0	0	2	0	0	-	2	0	0	0	0	-	0	5
% Articulated Trucks	-	0.4	0.0	-	-	0.3	-	-	-	-	-	-	0.0	0.2	-	0.0	-	0.2	0.0	-	0.0	-	-	0.0	0.2
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	0.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-

GRAM Traffic NTX Inc.
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: 8 - FM 544 @ WYLIE HS BUS LOOP DRWY - DAY 1
Site Code:
Start Date: 01/24/2018
Page No: 1

Turning Movement Data

Start Time	DRIVEWAY Southbound						FM 544 Westbound						WYLIE HS BUS LOOP DRWY Northbound						FM 544 Eastbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
7:30 AM	0	0	0	0	0	0	1	409	0	8	0	418	0	0	0	0	0	0	0	156	4	0	0	160	578
7:45 AM	0	0	0	0	0	0	0	369	1	6	0	376	1	0	2	0	0	3	0	222	1	3	0	226	605
Hourly Total	0	0	0	0	0	0	1	778	1	14	0	794	1	0	2	0	0	3	0	378	5	3	0	386	1183
8:00 AM	0	0	0	0	0	0	0	395	0	4	0	399	1	0	0	0	0	1	0	149	0	3	0	152	552
8:15 AM	0	0	0	0	1	0	0	327	0	9	0	336	0	0	5	0	0	5	0	149	12	0	0	161	502
8:30 AM	0	0	0	0	0	0	1	279	1	14	0	295	0	0	21	0	0	21	0	144	13	3	0	160	476
8:45 AM	0	0	0	0	0	0	0	287	0	20	0	307	0	0	0	0	0	0	2	210	0	3	0	215	522
Hourly Total	0	0	0	0	1	0	1	1288	1	47	0	1337	1	0	26	0	0	27	2	652	25	9	0	688	2052
9:00 AM	1	0	0	0	0	1	2	258	3	4	0	267	0	0	4	0	0	4	0	126	3	1	0	130	402
9:15 AM	0	0	4	0	0	4	0	217	1	3	0	221	0	0	1	0	0	1	0	147	0	0	0	147	373
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	1	0	4	0	0	5	2	475	4	7	0	488	0	0	5	0	0	5	0	275	3	1	0	279	777
3:30 PM	0	0	0	0	0	0	0	248	0	1	0	249	1	0	0	0	0	1	0	312	1	7	0	320	570
3:45 PM	0	0	1	0	0	1	0	253	0	1	0	254	0	0	0	0	0	0	2	291	0	11	0	304	559
Hourly Total	0	0	1	0	0	1	0	501	0	2	0	503	1	0	0	0	0	1	2	603	1	18	0	624	1129
4:00 PM	1	0	0	0	0	1	2	194	0	0	0	196	0	0	0	0	0	0	0	357	6	6	1	369	566
4:15 PM	0	0	0	0	0	0	0	212	0	0	0	212	0	0	0	0	0	0	0	401	7	11	0	419	631
4:30 PM	0	0	0	0	0	0	0	239	0	1	0	240	0	0	15	0	0	15	0	372	0	31	0	403	658
4:45 PM	0	0	0	0	0	0	0	226	1	0	0	227	0	0	1	0	0	1	1	388	1	15	0	405	633
Hourly Total	1	0	0	0	0	1	2	871	1	1	0	875	0	0	16	0	0	16	1	1518	14	63	1	1596	2488
5:00 PM	0	0	2	0	0	2	0	279	0	2	0	281	0	0	0	0	0	0	0	418	0	12	1	430	713
5:15 PM	0	0	1	0	0	1	1	269	0	4	0	274	1	0	1	0	0	2	0	430	1	6	0	437	714
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	2	0	8	0	1	10	7	4461	7	77	0	4552	4	0	50	0	0	54	5	4274	49	112	2	4440	9056
Approach %	20.0	0.0	80.0	0.0	-	-	0.2	98.0	0.2	1.7	-	-	7.4	0.0	92.6	0.0	-	-	0.1	96.3	1.1	2.5	-	-	-
Total %	0.0	0.0	0.1	0.0	-	0.1	0.1	49.3	0.1	0.9	-	50.3	0.0	0.0	0.6	0.0	-	0.6	0.1	47.2	0.5	1.2	-	49.0	-
Lights	2	0	8	0	-	10	4	4342	7	77	-	4430	4	0	9	0	-	13	5	4192	10	112	-	4319	8772
% Lights	100.0	-	100.0	-	-	100.0	57.1	97.3	100.0	100.0	-	97.3	100.0	-	18.0	-	-	24.1	100.0	98.1	20.4	100.0	-	97.3	96.9
Mediums	0	0	0	0	-	0	3	86	0	0	-	89	0	0	41	0	-	41	0	58	39	0	-	97	227
% Mediums	0.0	-	0.0	-	-	0.0	42.9	1.9	0.0	0.0	-	2.0	0.0	-	82.0	-	-	75.9	0.0	1.4	79.6	0.0	-	2.2	2.5
Articulated Trucks	0	0	0	0	-	0	0	33	0	0	-	33	0	0	0	0	-	0	0	24	0	0	-	24	57
% Articulated Trucks	0.0	-	0.0	-	-	0.0	0.0	0.7	0.0	0.0	-	0.7	0.0	-	0.0	-	-	0.0	0.0	0.6	0.0	0.0	-	0.5	0.6
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	0.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-

GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

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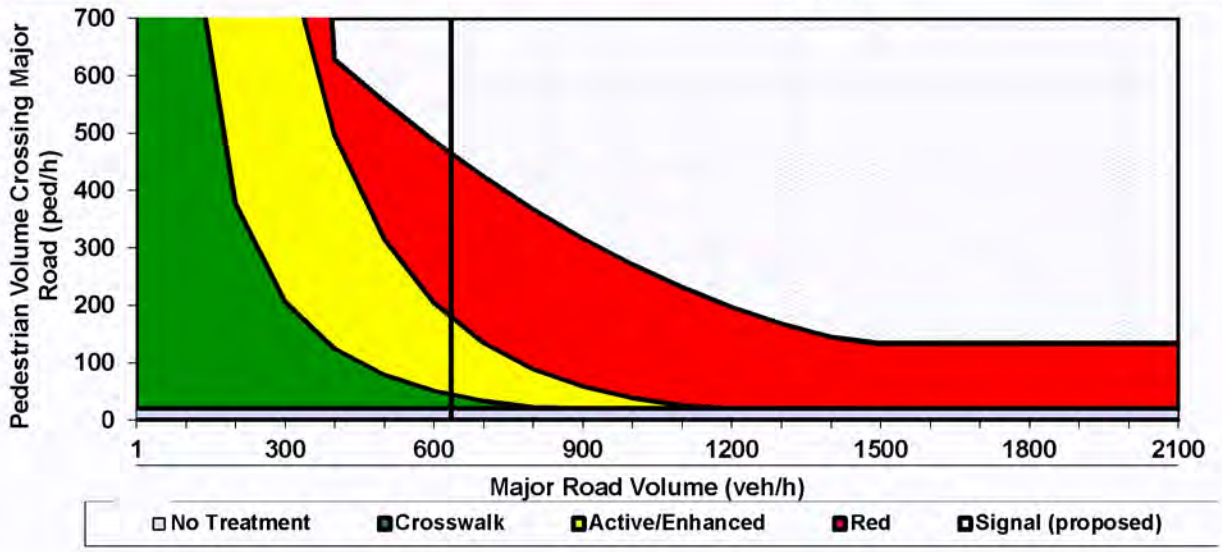
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Key

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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	SW A Allen Blvd
Analysis Date	April 17, 2020	Minor Street or Location	Mid-block Crosswalk
Data Collection Date	February 6, 2020	Peak Hour	6:30 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	635
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	465
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	465
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	465
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	52
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	18
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	635
Major road flow rate (veh/s), v		*4f*	0.18
Average pedestrian delay (s/person), d_p		*4g*	115
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.

GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

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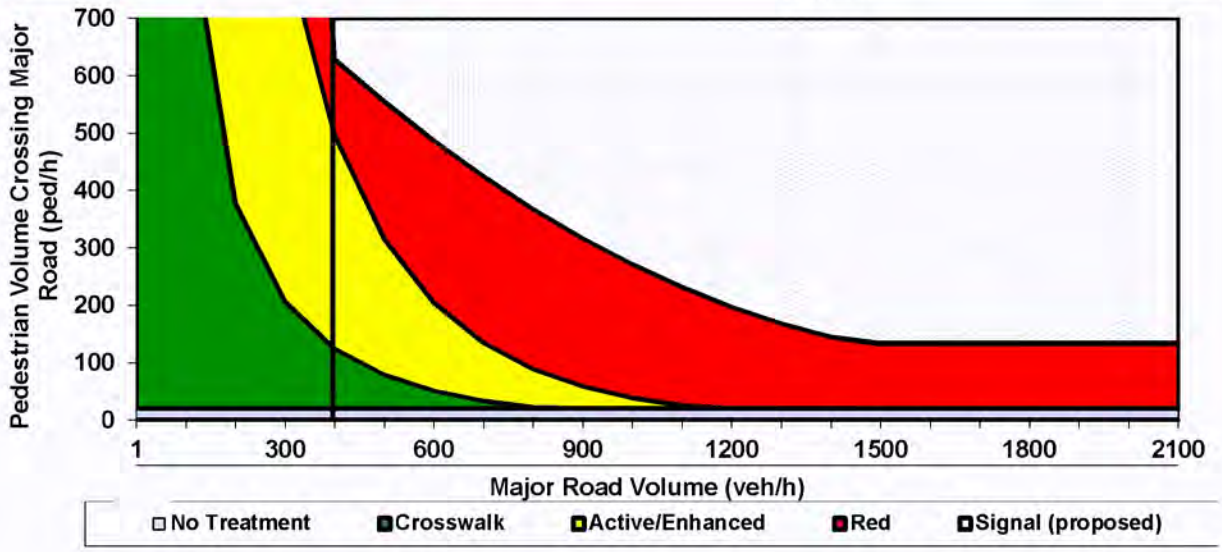
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	SW A Allen Blvd
Analysis Date	April 17, 2020	Minor Street or Location	Mid-block Crosswalk
Data Collection Date	February 6, 2020	Peak Hour	2:30 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	396
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	632
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	632
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	632
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	52
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	18
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	396
Major road flow rate (veh/s), v		*4f*	0.11
Average pedestrian delay (s/person), d_p		*4g*	38
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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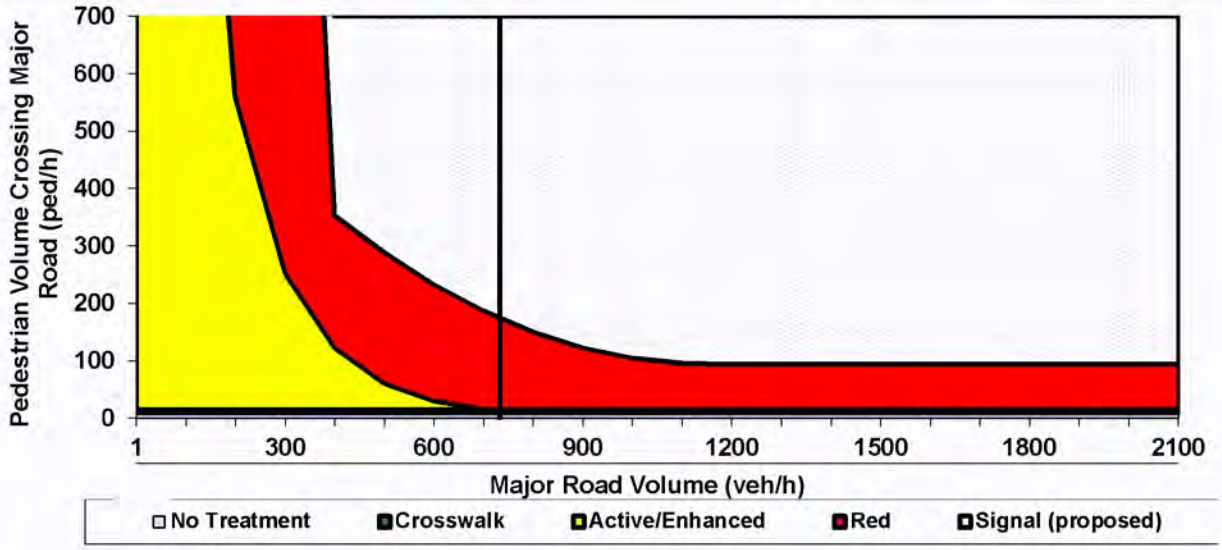
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Brown St
Analysis Date	July 29, 2020	Minor Street or Location	Birmingham East Central Driveway
Data Collection Date	January 18, 2018	Peak Hour	6:45 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	8
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	732
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	174
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	174
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	0%
	Reduced value or *3c*	*3f*	174
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	64
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	21
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	732
Major road flow rate (veh/s), v		*4f*	0.29
Average pedestrian delay (s/person), d_p		*4g*	1629
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	3.6
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.

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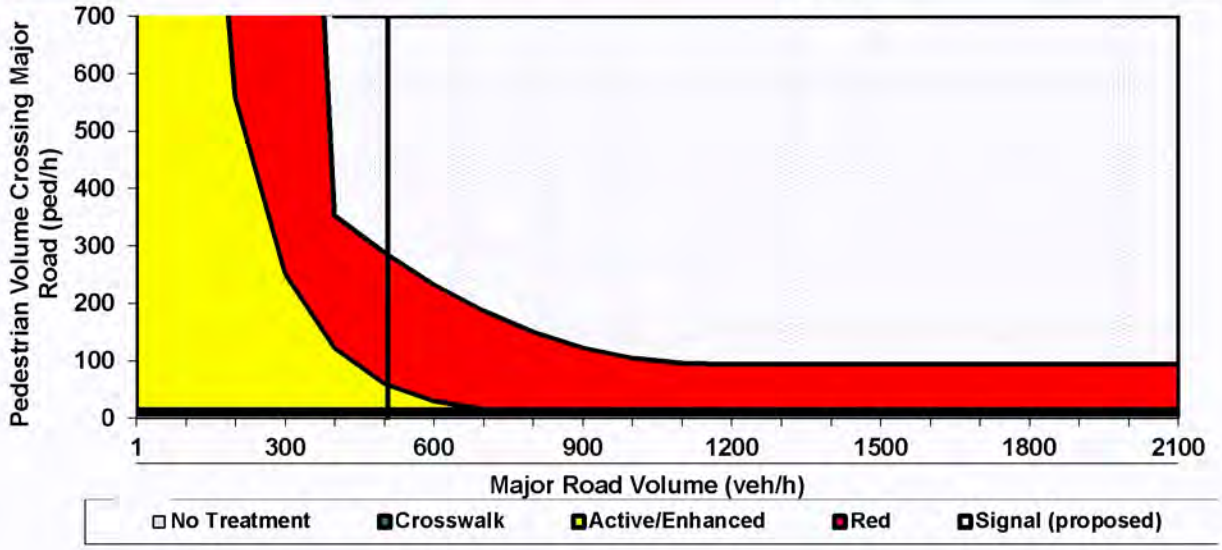
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Brown St
Analysis Date	July 29, 2020	Minor Street or Location	Birmingham East Central Driveway
Data Collection Date	January 18, 2018	Peak Hour	2:00 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	6
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	507
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	284
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	284
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	0%
	Reduced value or *3c*	*3f*	284
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	64
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	21
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	507
Major road flow rate (veh/s), v		*4f*	0.20
Average pedestrian delay (s/person), d_p		*4g*	327
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.5
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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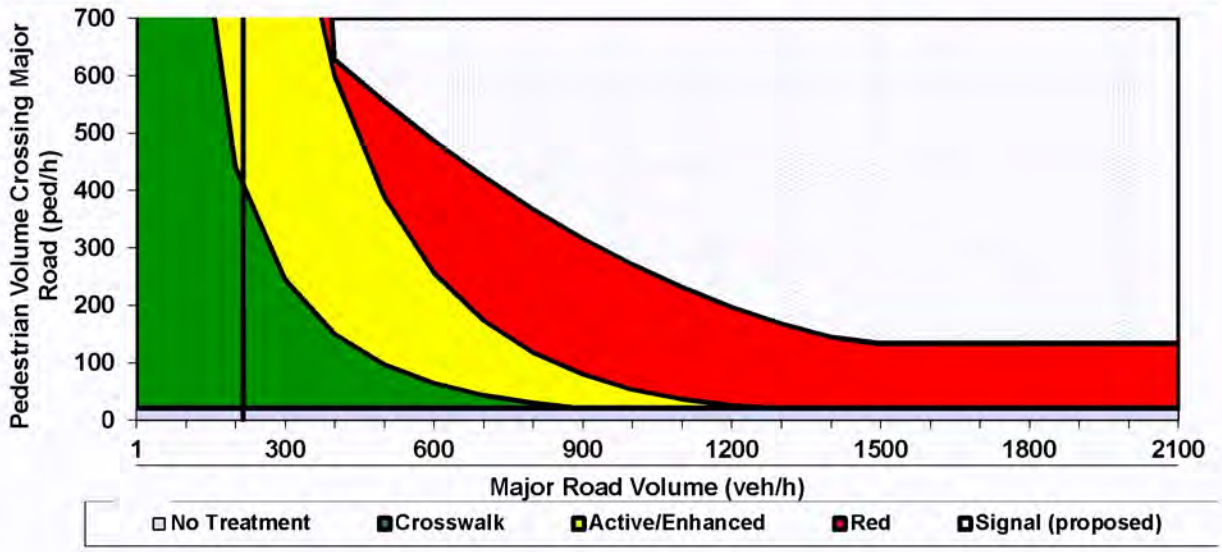
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Cheyenne Rd
Analysis Date	July 29, 2020	Minor Street or Location	Tuscalosa Dr
Data Collection Date	January 25, 2018	Peak Hour	7:00 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	21
Result: Go to step 3.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	215
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	779
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	779
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	779
Result: The signal warrant is not met. Go to step 4.			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	48
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	17
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	215
Major road flow rate (veh/s), v		*4f*	0.06
Average pedestrian delay (s/person), d_p		*4g*	12
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.1
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**CROSSWALK**		



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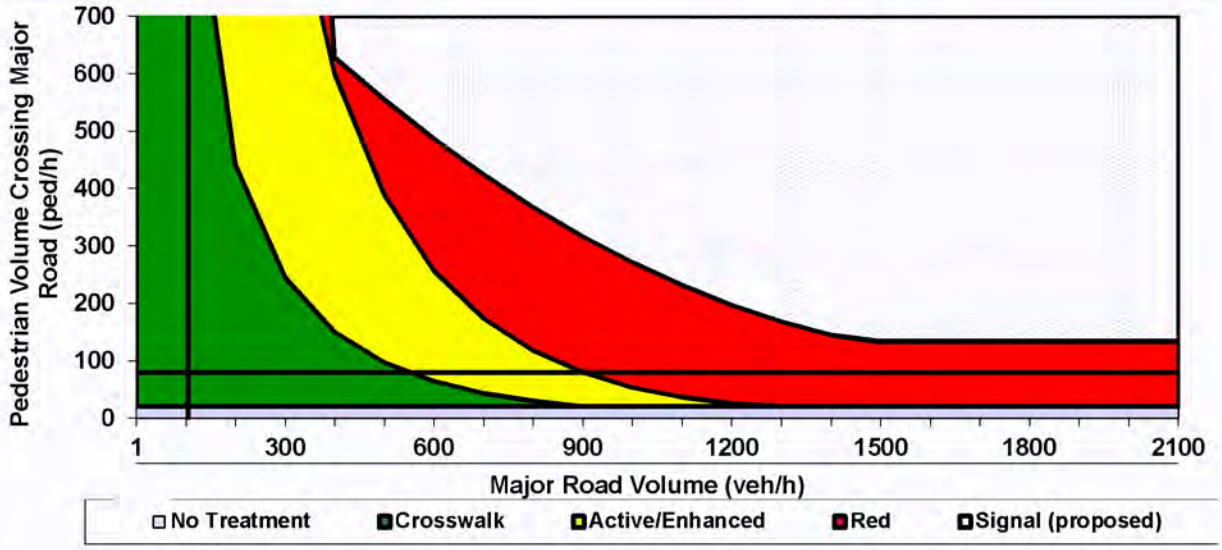
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Cheyenne Rd
Analysis Date	July 29, 2020	Minor Street or Location	Tuscalosa Dr
Data Collection Date	January 25, 2018	Peak Hour	2:30 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	79
Result: Go to step 3.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	105
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	878
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	878
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	878
Result: The signal warrant is not met. Go to step 4.			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	48
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	17
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	105
Major road flow rate (veh/s), v		*4f*	0.03
Average pedestrian delay (s/person), d_p		*4g*	5
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.1
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**CROSSWALK**		



This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.

GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

This spreadsheet combines Worksheet 1 and Worksheet 2 (Appendix A, pages 69-70) of TCRP Report 112/NCHRP Report 562 (*Improving Pedestrian Safety at Unsignalized Intersections*) into an electronic format. This spreadsheet should be used in conjunction with, and not independent of, Appendix A documentation.

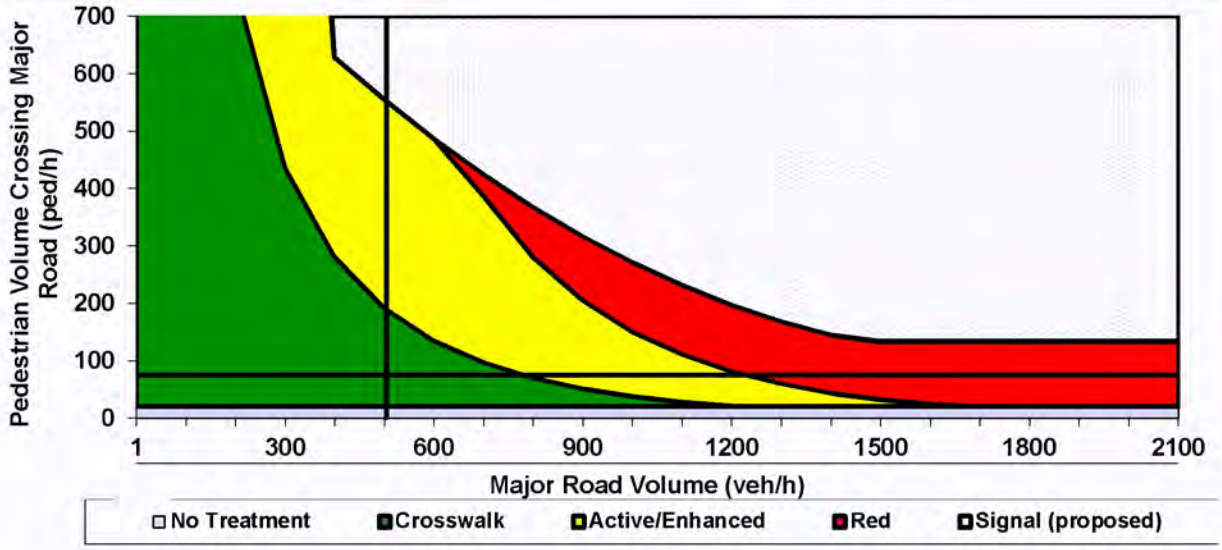
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Key

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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Park Blvd
Analysis Date	July 29, 2020	Minor Street or Location	Westgate Way
Data Collection Date	February 7, 2018	Peak Hour	7:15 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	74
Result: Go to step 3.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	504
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	552
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	552
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	552
Result: The signal warrant is not met. Go to step 4.			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	36
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	13
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	504
Major road flow rate (veh/s), v		*4f*	0.14
Average pedestrian delay (s/person), d_p		*4g*	25
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.5
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**CROSSWALK**		



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GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

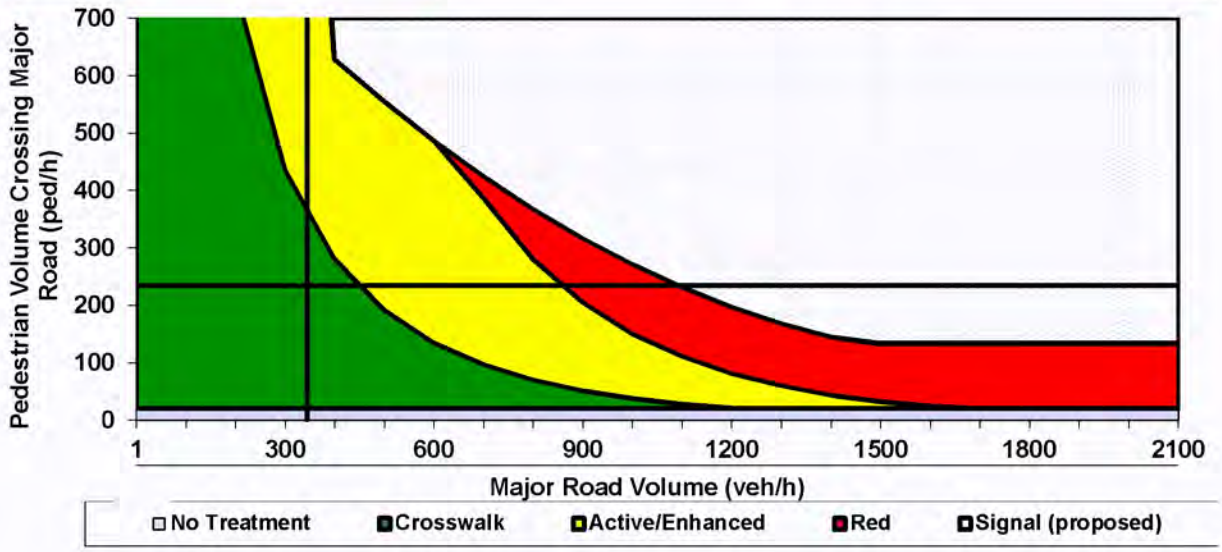
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Analyst and Site Information					
Analyst	Curtis Hefner		Major Street	Park Blvd	
Analysis Date	July 29, 2020		Minor Street or Location	Westgate Way	
Data Collection Date	February 7, 2018		Peak Hour	3:15 PM	
Step 1: Select worksheet:					
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)				*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)				*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?					
Peak-hour pedestrian volume (ped/h), V_p				*2a*	234
Result: Go to step 3.					
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?					
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}				*3a*	344
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant				*3b*	672
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant				*3c*	672
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)				*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.		% rate of reduction for *3c* (up to 50%)		*3e*	
		Reduced value or *3c*		*3f*	672
Result: The signal warrant is not met. Go to step 4.					
Step 4: Estimate pedestrian delay.					
Pedestrian crossing distance, curb to curb (ft), L				*4a*	36
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)				*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)				*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c				*4d*	13
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}				*4e*	344
Major road flow rate (veh/s), v				*4f*	0.10
Average pedestrian delay (s/person), d_p				*4g*	14
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.				*4h*	0.9
				4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.					
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***				*5a*	LOW
Treatment Category:			**CROSSWALK**		



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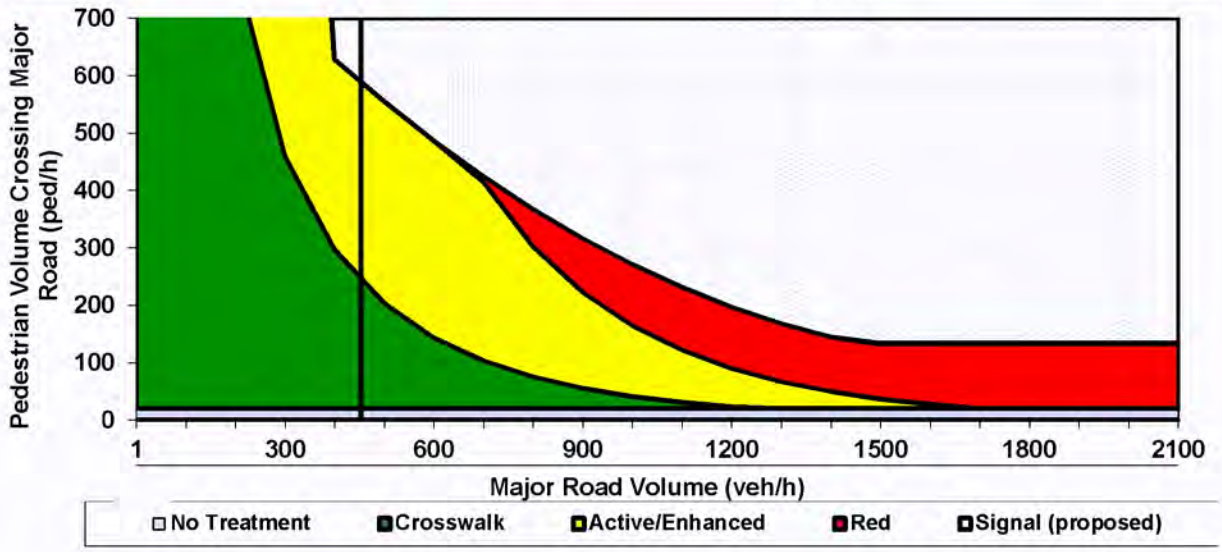
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	S Birmingham St
Analysis Date	July 29, 2020	Minor Street or Location	Hartman South Central Dwy
Data Collection Date	February 8, 2018	Peak Hour	6:45 AM

Step 1: Select worksheet:		
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)	*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)	*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?		
Peak-hour pedestrian volume (ped/h), V_p	*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.		
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?		
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}	*3a*	453
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant	*3b*	589
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant	*3c*	589
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)	*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — % rate of reduction for *3c* (up to 50%)	*3e*	
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — Reduced value or *3c*	*3f*	589
Result:		
Step 4: Estimate pedestrian delay.		
Pedestrian crossing distance, curb to curb (ft), L	*4a*	35
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)	*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)	*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c	*4d*	13
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}	*4e*	453
Major road flow rate (veh/s), v	*4f*	0.13
Average pedestrian delay (s/person), d_p	*4g*	21
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.	*4h*	0.0
	4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.		
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***	*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**	



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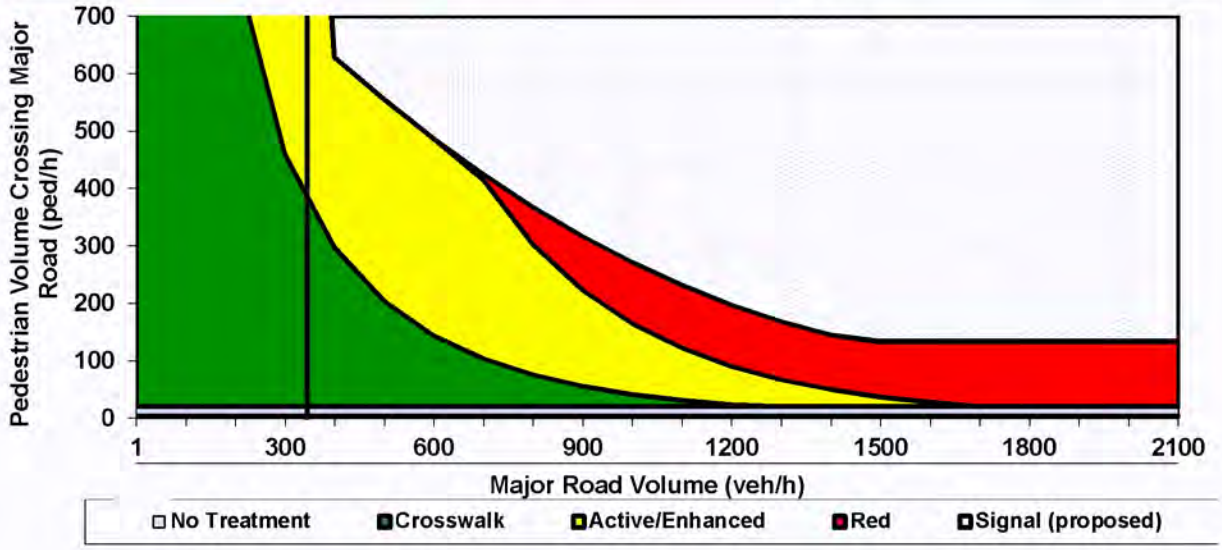
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	S Birmingham St
Analysis Date	July 29, 2020	Minor Street or Location	Hartman South Central Dwy
Data Collection Date	February 8, 2018	Peak Hour	2:00 PM

Step 1: Select worksheet:		
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)	*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)	*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?		
Peak-hour pedestrian volume (ped/h), V_p	*2a*	4
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.		
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?		
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}	*3a*	344
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant	*3b*	672
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant	*3c*	672
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)	*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — % rate of reduction for *3c* (up to 50%)	*3e*	
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — Reduced value or *3c*	*3f*	672
Result:		
Step 4: Estimate pedestrian delay.		
Pedestrian crossing distance, curb to curb (ft), L	*4a*	35
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)	*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)	*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c	*4d*	13
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}	*4e*	344
Major road flow rate (veh/s), v	*4f*	0.10
Average pedestrian delay (s/person), d_p	*4g*	14
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.	*4h*	0.0
	4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.		
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***	*5a*	LOW

Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**



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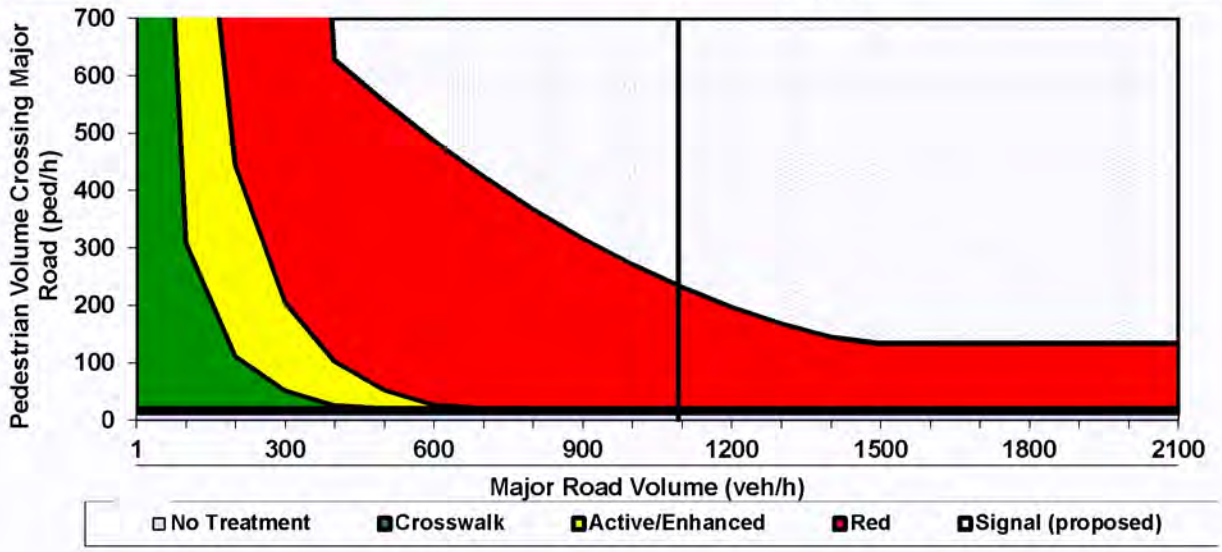
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Ballard Ave
Analysis Date	July 29, 2020	Minor Street or Location	Birmingham St
Data Collection Date	January 18, 2018	Peak Hour	7:15 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	12
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	1093
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	234
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	234
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	234
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	91
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	29
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	1093
Major road flow rate (veh/s), v		*4f*	0.30
Average pedestrian delay (s/person), d_p		*4g*	19977
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	66.6
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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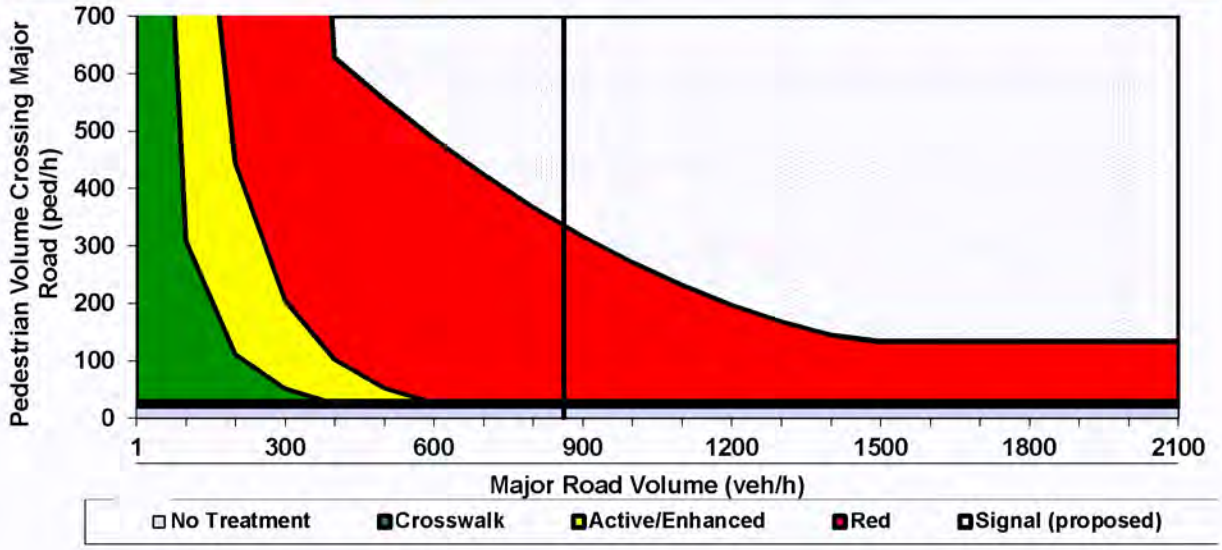
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Ballard Ave
Analysis Date	July 29, 2020	Minor Street or Location	Birmingham St
Data Collection Date	January 18, 2018	Peak Hour	3:30 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	30
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	29
Result: Go to step 3.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	861
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	336
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	336
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	336
Result: The signal warrant is not met. Go to step 4.			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	91
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	29
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	861
Major road flow rate (veh/s), v		*4f*	0.24
Average pedestrian delay (s/person), d_p		*4g*	4357
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	35.1
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**RED**		



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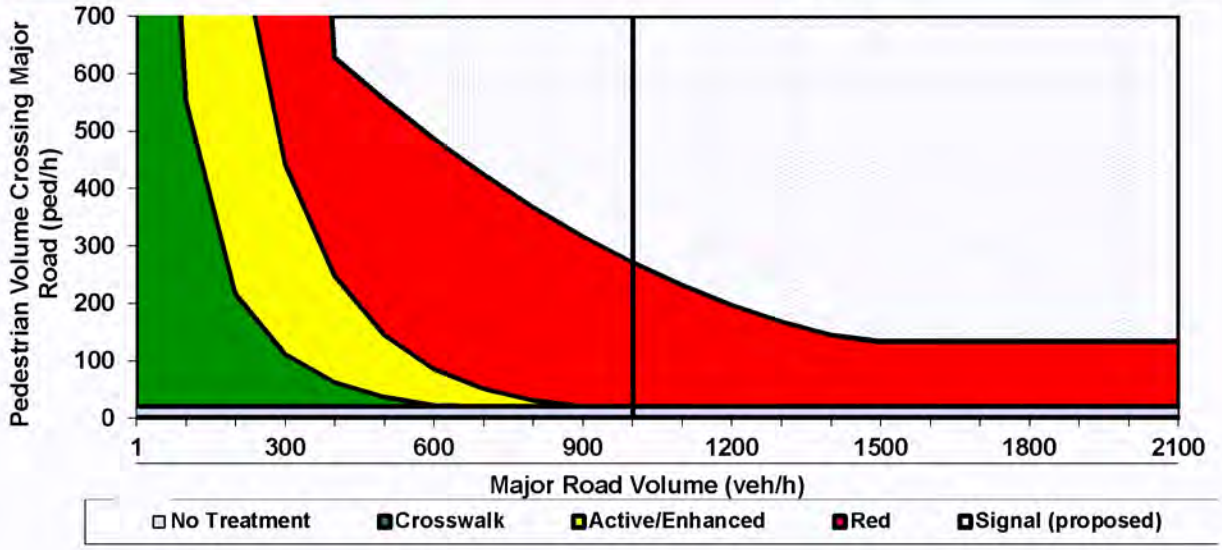
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Stone Rd
Analysis Date	April 17, 2020	Minor Street or Location	Hilltop Ln
Data Collection Date	February 13, 2020	Peak Hour	7:00 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	35
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	1
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	1001
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	271
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	271
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	271
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	68
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	22
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	1001
Major road flow rate (veh/s), v		*4f*	0.28
Average pedestrian delay (s/person), d_p		*4g*	1880
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.5
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

This spreadsheet combines Worksheet 1 and Worksheet 2 (Appendix A, pages 69-70) of TCRP Report 112/NCHRP Report 562 (*Improving Pedestrian Safety at Unsignalized Intersections*) into an electronic format. This spreadsheet should be used in conjunction with, and not independent of, Appendix A documentation.

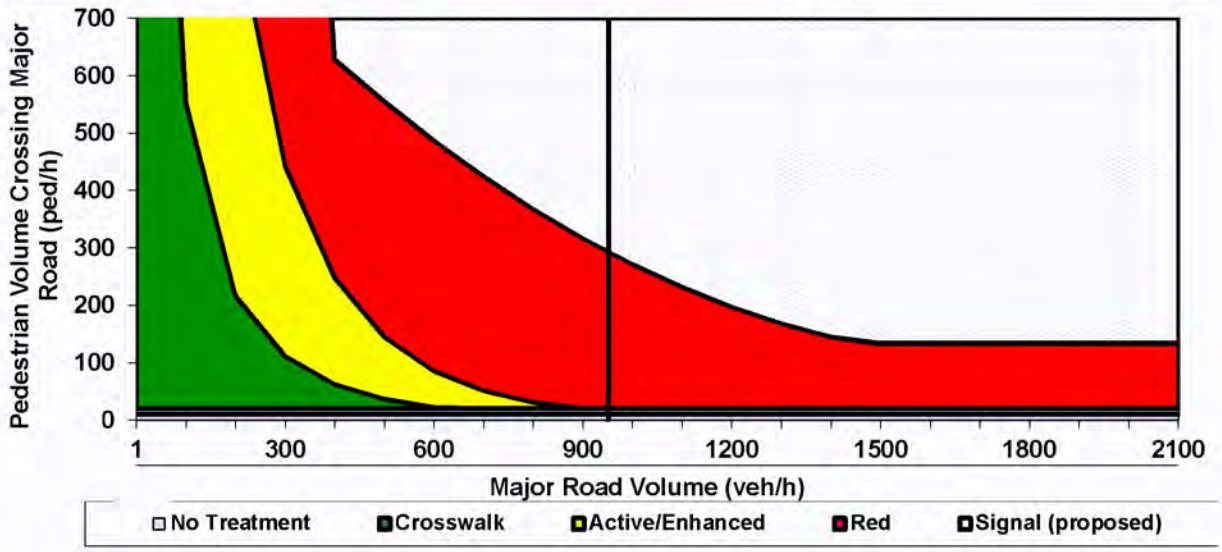
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Key

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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Stone Rd
Analysis Date	April 17, 2020	Minor Street or Location	Hilltop Ln
Data Collection Date	February 13, 2020	Peak Hour	3:00 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	35
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	10
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	952
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	292
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	292
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	292
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	68
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	21
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	952
Major road flow rate (veh/s), v		*4f*	0.26
Average pedestrian delay (s/person), d_p		*4g*	1285
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	3.6
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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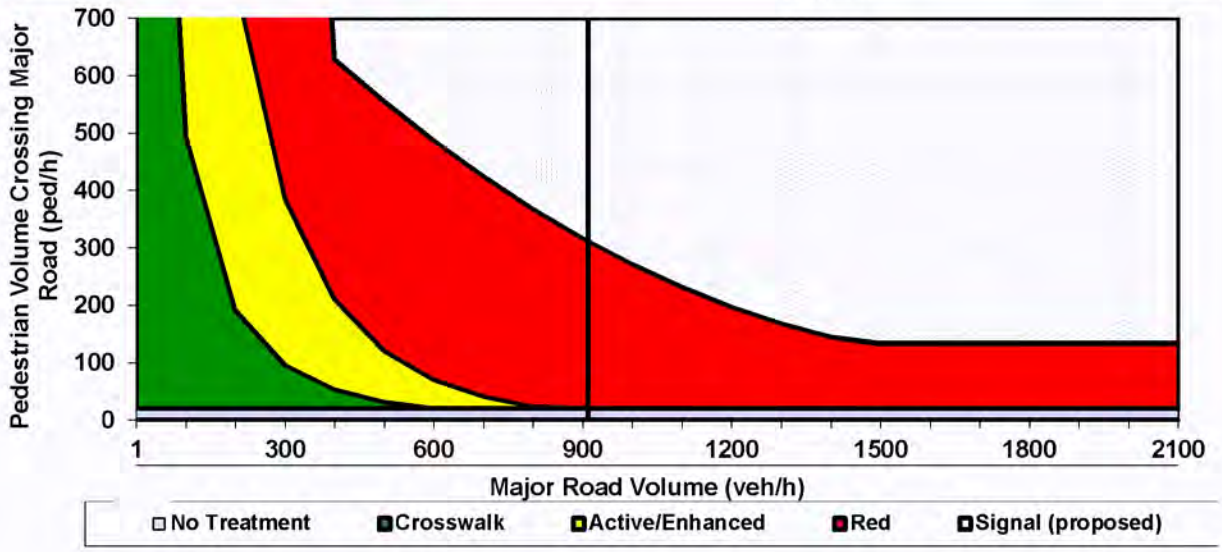
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Stone Rd
Analysis Date	April 17, 2020	Minor Street or Location	Thomas St
Data Collection Date	February 13, 2020	Peak Hour	7:15 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	35
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	YES
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	911
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	120
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	120
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	120
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	72
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	24
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	911
Major road flow rate (veh/s), v		*4f*	0.36
Average pedestrian delay (s/person), d_p		*4g*	13432
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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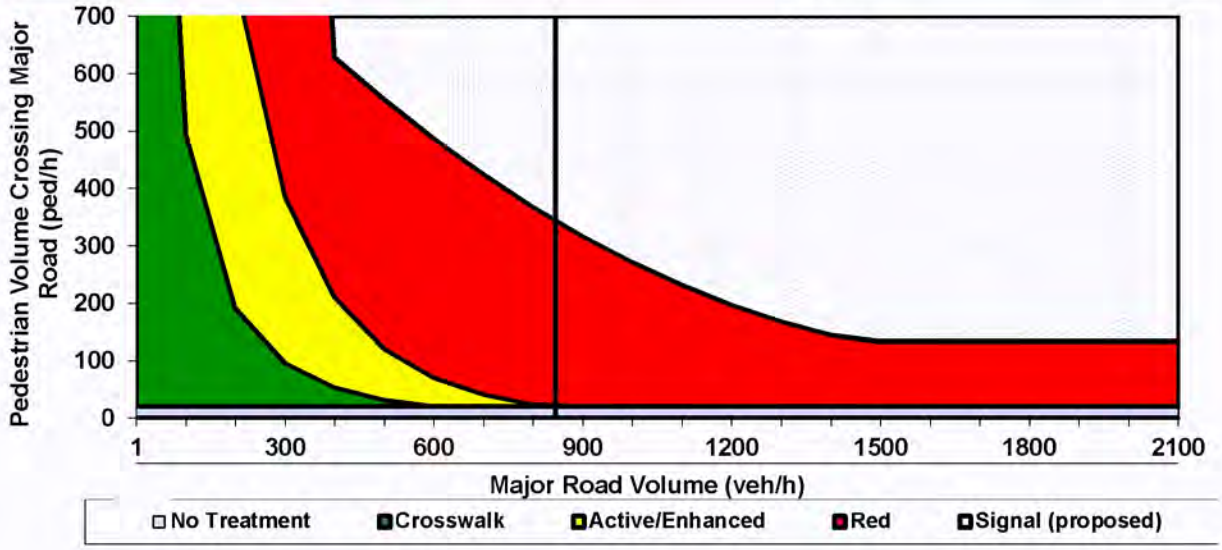
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Stone Rd
Analysis Date	April 17, 2020	Minor Street or Location	Thomas St
Data Collection Date	February 13, 2020	Peak Hour	3:00 PM

Step 1: Select worksheet:		
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)	*1a*	35
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)	*1b*	YES
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?		
Peak-hour pedestrian volume (ped/h), V_p	*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.		
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?		
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}	*3a*	845
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant	*3b*	137
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant	*3c*	137
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)	*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — % rate of reduction for *3c* (up to 50%)	*3e*	
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%. — Reduced value or *3c*	*3f*	137
Result:		
Step 4: Estimate pedestrian delay.		
Pedestrian crossing distance, curb to curb (ft), L	*4a*	72
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)	*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)	*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c	*4d*	24
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}	*4e*	845
Major road flow rate (veh/s), v	*4f*	0.34
Average pedestrian delay (s/person), d_p	*4g*	8867
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.	*4h*	0.0
	4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.		
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***	*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**	



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GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

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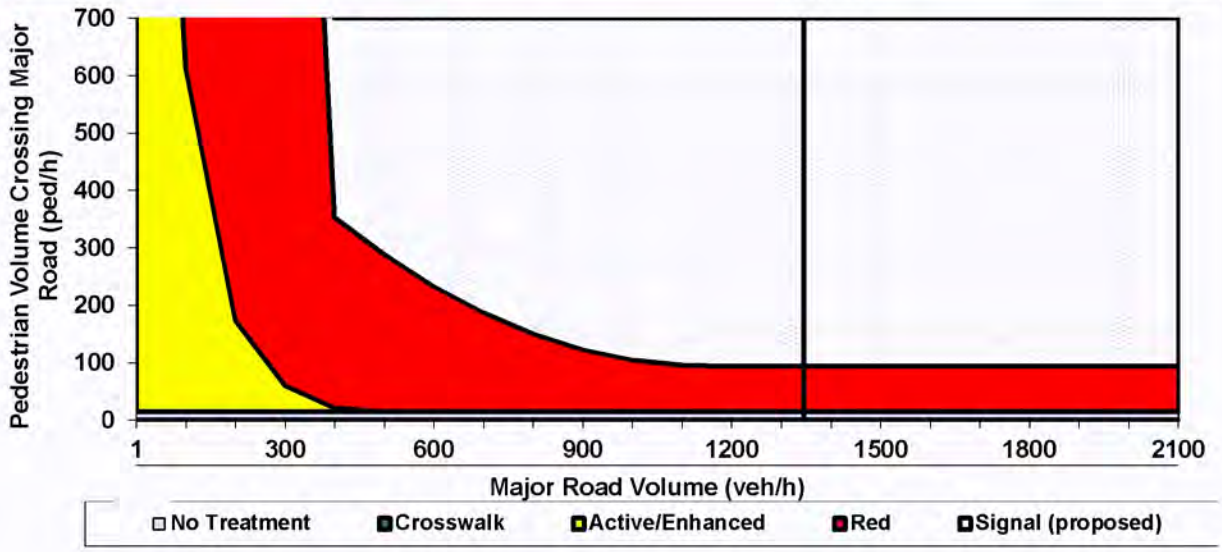
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Country Club Rd
Analysis Date	April 17, 2020	Minor Street or Location	Smith Elementary Entrance
Data Collection Date	February 6, 2020	Peak Hour	6:30 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	1345
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	93
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	93
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	93
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	100
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	32
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	1345
Major road flow rate (veh/s), v		*4f*	0.53
Average pedestrian delay (s/person), d_p		*4g*	34890825
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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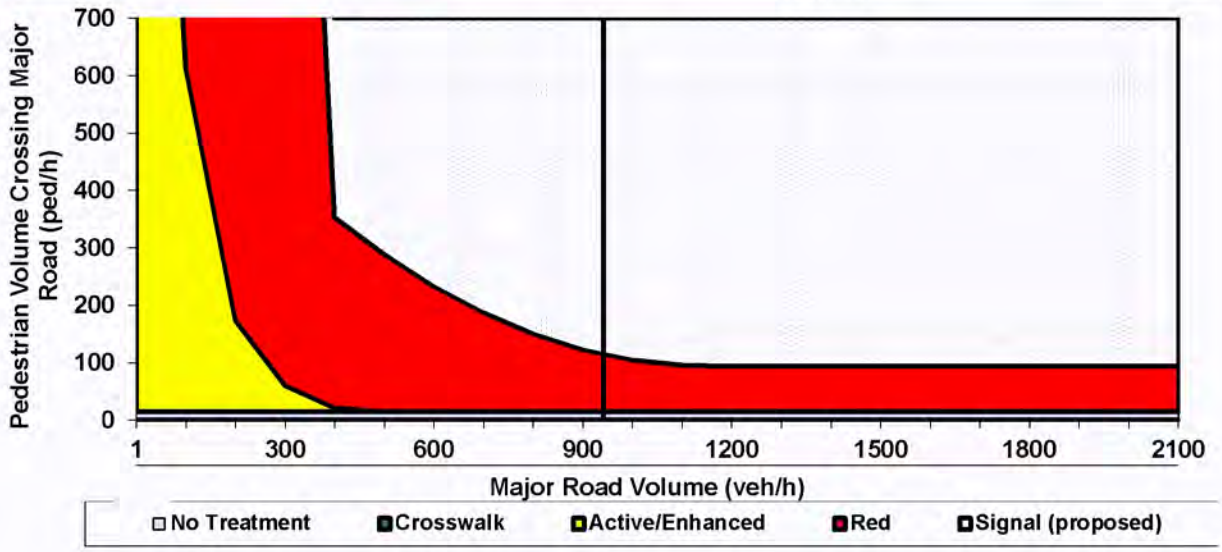
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	Country Club Rd
Analysis Date	April 17, 2020	Minor Street or Location	Smith Elementary Entrance
Data Collection Date	February 6, 2020	Peak Hour	2:30 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	942
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	114
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	114
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	114
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	100
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	32
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	942
Major road flow rate (veh/s), v		*4f*	0.37
Average pedestrian delay (s/person), d_p		*4g*	319839
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



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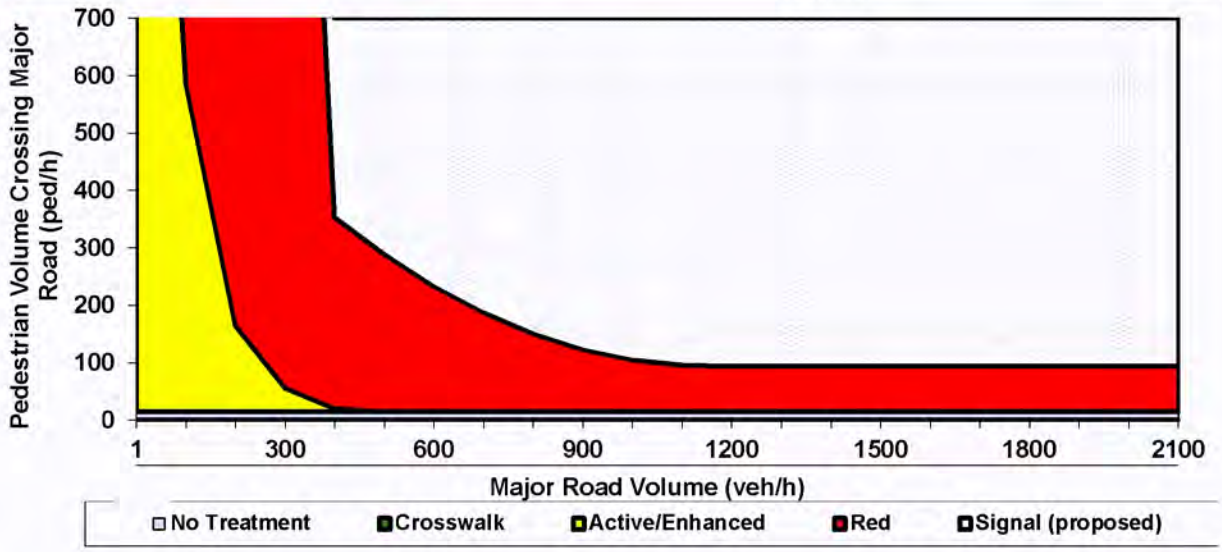
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Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	FM 544
Analysis Date	August 4, 2020	Minor Street or Location	Bus Loop Driveway
Data Collection Date	January 24, 2018	Peak Hour	7:30 AM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	0
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	2203
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	93
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	93
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	93
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	102
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	32
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	2203
Major road flow rate (veh/s), v		*4f*	0.87
Average pedestrian delay (s/person), d_p		*4g*	1604041955135
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	0.0
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



The intersection of pedestrian volume and vehicle volume cannot be seen because the vehicle volume exceeds the limits of the graph.

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GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

This spreadsheet combines Worksheet 1 and Worksheet 2 (Appendix A, pages 69-70) of TCRP Report 112/NCHRP Report 562 (*Improving Pedestrian Safety at Unsignalized Intersections*) into an electronic format. This spreadsheet should be used in conjunction with, and not independent of, Appendix A documentation.

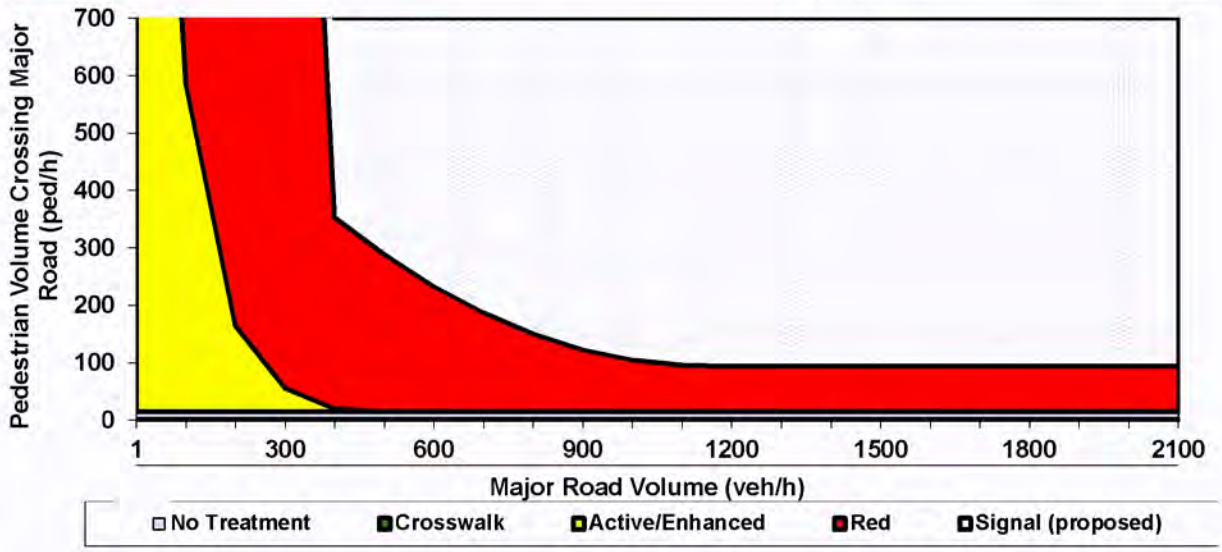
This spreadsheet is still under development, please inform TTI if errors are identified.

Key

Blue fields contain descriptive information.
Green fields are required and must be completed.
Tan fields are adjustments that are filled out only under certain conditions (follow instructions to the left of the cell).
Gray fields are automatically calculated and should not be edited.

Analyst and Site Information			
Analyst	Curtis Hefner	Major Street	FM 544
Analysis Date	August 4, 2020	Minor Street or Location	Bus Loop Driveway
Data Collection Date	January 24, 2018	Peak Hour	4:30 PM

Step 1: Select worksheet:			
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)		*1a*	45
Is the population of the surrounding area <10,000? (enter ***YES*** or ***NO***)		*1b*	NO
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?			
Peak-hour pedestrian volume (ped/h), V_p		*2a*	1
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.			
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?			
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}		*3a*	2628
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant		*3b*	93
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant		*3c*	93
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter ***YES*** or ***NO***)		*3d*	NO
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce *3c* by up to 50%.	% rate of reduction for *3c* (up to 50%)	*3e*	
	Reduced value or *3c*	*3f*	93
Result:			
Step 4: Estimate pedestrian delay.			
Pedestrian crossing distance, curb to curb (ft), L		*4a*	102
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)		*4b*	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)		*4c*	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c		*4d*	32
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-d}		*4e*	2628
Major road flow rate (veh/s), v		*4f*	1.04
Average pedestrian delay (s/person), d_p		*4g*	##########
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.		*4h*	88005186833.2
		4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.			
Expected motorist compliance at pedestrian crossings in region: enter ***HIGH for High Compliance*** or ***LOW for Low Compliance***		*5a*	LOW
Treatment Category:	**Consider raised median islands, curb extensions, traffic calming, etc. as feasible.**		



The intersection of pedestrian volume and vehicle volume cannot be seen because the vehicle volume exceeds the limits of the graph.

This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.

Unsignalized Crosswalk Evaluations

1 Refer to FHWA's "Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations", July 2018, for analysis context. https://safety.fhwa.dot.gov/ped_bike/step/docs/STEP_Guide_for_Improving_Ped_Safety_at_Unsig_Loc_3-2018_07_17-508compliant.pdf

2 Fill in blue shaded input cells on "Unsignalized Crossings" tab.

3 If AADT estimate is unavailable (Column G), estimate the AADT as follows:

   a. Estimate the predominant land use contributing to traffic on the street being crossed. Enter codes "R" for residential, "O" for office, "S" for shopping, "M" for mix.
   b. Conduct a 2-minute traffic count (sum of both directions, any time of day on a weekday). Enter the time of day in 24-hour format in Column J and the 2-minute traffic volume in Column K.
   c. Columns L and M will automatically expand the 2-minute traffic count into an AADT estimate based on the data on the "AADT Conversion" tab.
   d. Column N will return the higher of the two values from Columns G and M if both AADT methods are used.

4 After all inputs have been made, Columns O-W will list the countermeasure options that may be considered. The spreadsheet uses conditional formatting to designate the level of consideration that should be given, consistent with the source document.

5 Enter actual analyst recommendation numbers in Column X.

6 Add further notes about the improvement (constraints, conditions, etc.) as needed in Column Y.

7 Spreadsheet cells that aren't inputs have been protected to prevent accidental overwriting of formulae. If additional rows are needed on the "Unsignalized Crossings" table, unprotect the sheet by right-clicking on the "Unsignalized Crossings" word on the tab selector below and selecting "Unprotect Sheet...". After inserting rows, ensure that all formulae in Columns O-W and AA-BA are copied down into the new row(s).



Contact Josh Smith in Lee Engineering's Dallas office (jsmith@lee-eng.com) with any questions.

Table 1 provides initial countermeasure options for various roadway conditions. Each matrix cell indicates possibilities that may be appropriate for designated pedestrian crossings. Not all of the countermeasures listed in the matrix cell should necessarily be installed at a crossing.

For multi-lane roadway crossings with vehicle AADTs exceeding 10,000, a marked crosswalk alone is typically insufficient (Zegeer, 2005). Under such conditions, more substantial crossing improvements (such as the refuge island, PHB, and RRFB) are also needed to prevent an increase in pedestrian crash potential.

Table 1. Application of pedestrian crash countermeasures by roadway feature.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	❶ 2 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6 7 9	① 5 6 7 9	① 5 6 ❾
3 lanes with raised median (1 lane in each direction)	❶ 2 3 4 5 7 9	❶ ❸ 5 7 9	① ❸ 5 ❼ ❾	① 3 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❼ ❾	① ❸ 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❾
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	❶ 2 3 4 5 6 7 9	❶ ❸ 5 6 7 9	① ❸ 5 6 ❾	① 3 4 5 6 7 9	① ❸ 5 6 ❼ ❾	① ❸ 5 6 ❾	① ❸ 4 5 6 7 9	① ❸ 5 6 ❾	① ❸ 5 6 ❾
4+ lanes with raised median (2 or more lanes in each direction)	❶ ❸ 5 7 8 9	❶ ❸ 5 7 8 9	① ❸ 5 8 ❾	① ❸ 5 7 8 9	① ❸ 5 ❼ 8 ❾	① ❸ 5 8 ❾	❼ ❸ 5 8 ❾	① ❸ 5 8 ❾	① ❸ 5 8 ❾
4+ lanes w/o raised median (2 or more lanes in each direction)	❶ ❸ 5 6 7 8 9	① ❸ 5 ❻ 7 8 9	① ❸ 5 ❻ 8 ❾	① ❸ 5 ❻ 7 8 9	① ❸ 5 ❻ ❼ 8 ❾	① ❸ 5 ❻ 8 ❾	❼ ❸ 5 ❻ 8 ❾	① ❸ 5 ❻ 8 ❾	① ❸ 5 ❻ 8 ❾

Given the set of conditions in a cell,

- \# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- ● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- ○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

Refer to Chapter 4, 'Using Table 1 and Table 2 to Select Countermeasures,' for more information about using multiple countermeasures.

***It should be noted that the PHB and RRFB are not both installed at the same crossing location.*

This table was developed using information from: Zegeer, C.V., J.R. Stewart, H.H. Huang, P.A. Lagerwey, J. Feaganes, and B.J. Campbell. (2005). Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines. FHWA, No. FHWA-HRT-04-100, Washington, D.C.; FHWA. Manual on Uniform Traffic Control Devices, 2009 Edition. (revised 2012). Chapter 4F, Pedestrian Hybrid Beacons. FHWA, Washington, D.C.; FHWA. Crash Modification Factors (CMF) Clearinghouse. http://www.cmfclearinghouse.org/; FHWA. Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE). http://www.pedbikesafe.org/PEDSAFE/; Zegeer, C., R. Srinivasan, B. Lan, D. Carter, S. Smith, C. Sundstrom, N.J. Thirsk, J. Zegeer, C. Lyon, E. Ferguson, and R. Van Houten. (2017). NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments. Transportation Research Board, Washington, D.C.; Thomas, Thirsk, and Zegeer. (2016). NCHRP Synthesis 498: Application of Pedestrian Crossing Treatments for Streets and Highways. Transportation Research Board, Washington, D.C.; and personal interviews with selected pedestrian safety practitioners.

Unsignalized Crosswalk Evaluations **September 2020**
Wylie School Zones

Street Crossed	At/Between	Posted Speed of Street Crossed	Number of Lanes Crossed	Median Present?*	Source	Land Use	Hourly Traffic Count Time		2-Min Cnt*	Count	AADT Estimate	Improvements Options								Recommended	Notes
1- SW A Allen Blvd	South of Surrey Circle	30	4	Y	2/6/2020 peak hour traffic counts	R	7:15 AM	8:15 AM	13	400	5,500	1		3		5		7	8	9	3	Crosswalk with RRFB that was currently present at this location was relocated to new location of trail crossing (also with RRFB) south of Eagle Glen Dr in late 2018. A yield line should be added in the southbound direction. The type of crosswalk installed is appropriate. Yield line striping and "Yield Here to Pedestrians" signs (both in the median and on the right side) should be installed farther in advance of the crosswalk in the northbound direction. This may have been avoided due to the absence of a good location for the right-hand "Yield Here to Pedestrians" sign on the bridge over the creek. If a sign cannot be attached to the outside of the bridge or its handrail, the median sign and the yield line should still be installed in advance to reduce the risk of a dual threat situation.
2 - Brown St	Birmingham - East Central Dwy	30	5	N	1/18/2018 peak hour traffic counts	R	7:00 AM	8:00 AM	24	720	10,800	1		3		5	6	7	8	9	None	Crosswalk with RRFB is currently posted at this location and includes Yield markings.
3 - Cheyenne Rd	Tuscalosa Dr	30	2	N	1/25/2018 peak hour traffic counts	R	7:00 AM	8:00 AM	7	210	3,200	1	2		4	5	6				None	Intersection is all-way stop controlled due to presence of a crossing guard. There were 21 peds/hour on north leg crosswalk in AM peak hour, and 79 peds/hour in PM peak.
4 - Park Blvd	Davis/McMilllan - Westgate	30	3	N	2/7/2018 peak hour traffic counts	R	7:15 AM	8:15 AM	17	510	7,000	1	2	3	4	5	6	7		9	None	Crosswalk with crossing guard already present is sufficient for context.
5 - S Birmingham St	Hartman - South Central Dwy	30	2	N	2/8/2018 peak hour traffic counts	R	7:00 AM	8:00 AM	15	450	6,800	1	2		4	5	6				None	Traffic counts show only 4 pedestrians crossing Birmingham St during afternoon peak hour (zero during morning peak hour). Recommend requiring peds to cross with crossing guard at Kirby St intersection instead.
6 - Ballard Ave	Birmingham St	30	5	N	1/18/2018 peak hour traffic counts	R	7:15 AM	8:15 AM	36	1,080	14,800	1		3		5	6	7	8	9	3	Crossing guard is provided
7 - Stone Rd	Hilltop Ln	35	5	N	2/13/2020 peak hour traffic counts	R	3:00 PM	4:00 PM	31	930	13,000	1		3		5	6	7	8	9	1, 3, 6, 7	Install advance yield lines & signing, pedestrian refuge island & RRFB at existing uncontrolled crosswalk.
8 - Stone Rd	Thomas St	35	5	N	2/13/2020 peak hour traffic counts	R	7:15 AM	8:15 AM	35	1,040	14,300	1		3		5	6	7	8	9	None; remove school zone	Only 1 pedestrian / hour recorded crossing here, so the count data is ample justification that the school zone does not need to extend to include this intersection.
9 - Country Club Rd	Smith Elementary School Entrance	45	7	N	2/6/2020 peak hour traffic counts	R	7:00 AM	7:30 AM	45	1,350	20,200	1		3		5	6		8	9	None	Traffic count confirms no existing demand for pedestrian crossings across Country Club Road. No action recommended.
10 - FM 544	WHS Bus Loop Dwy	45	7	N	1/24/2018 peak hour traffic counts	O	7:30	8:30 AM	73	2,190	20,900	1		3		5	6		8	9	None	Only 1 pedestrian / hour recorded crossing here, so no crossing treatment is recommended.

LEE ENGINEERING

* with sufficient 6' width for ped. refuge?

Land Use Codes
R = Residential
O = Office
S = Shopping
M = Mix

*Back-calculated from hourly volume for input here

Unsignalized Crosswalk Improvements
1 - Crosswalk Signs, Markings & Lighting
2 - Raised Crosswalk
3 - Advance "Yield Here" Sign
4 - In-Street Pedestrian Crossing
5 - Curb Extension
6 - Pedestrian Refuge Isl
7 - RRFB
8 - Road Diet
9 - Pedestrian Hybrid Beacon

#	Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
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#	Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins

Subject

Consider, and act upon, Ordinance No. 2021-08, amending Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19).

Recommendation

Motion to adopt Ordinance No. 2021-08, amending Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19).

Discussion

Approval of Zoning Case 2020-19 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

The subject ordinance allows for the amending of the zoning of 327.5 acres of property located north and east of McMillen Road and McCreary Road. Exhibit A (Legal Description) and Exhibit B (PD Conditions) are included and made a part of this Ordinance

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

ORDINANCE NO. 2021-08

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2020-19, AMENDING PLANNED DEVELOPMENT 99-32, TO ALLOW FOR INCREASED MAXIMUM FENCE HEIGHT IN A SINGLE FAMILY PLANNED COMMUNITY; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 2: That Planned Development Conditions is an integral component of the development of the property and is attached as Exhibit B.

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

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

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

SECTION 6: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not

affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 9th day of February, 2021.

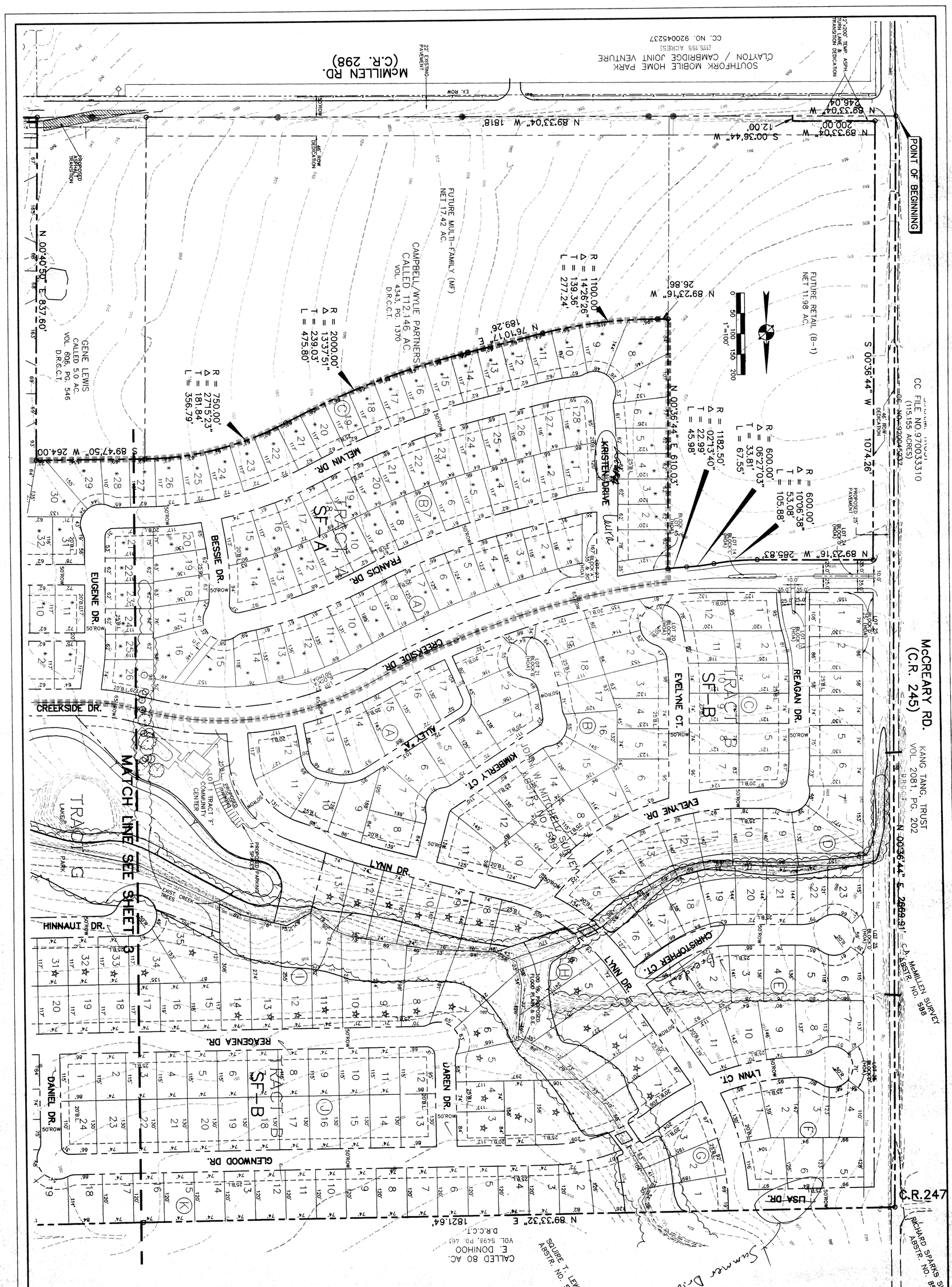
_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – February 17, 2021

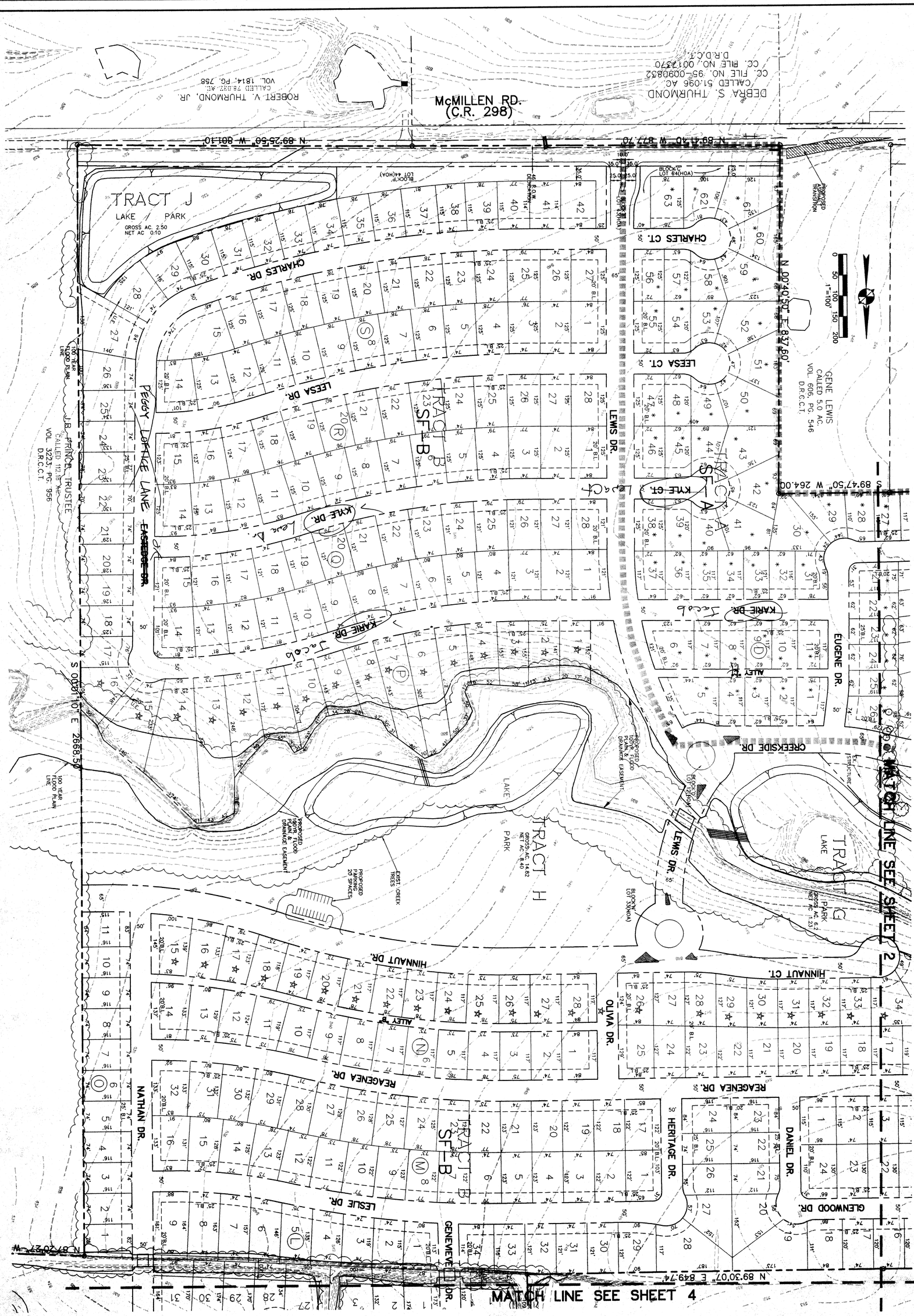
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02/09/2022 Item C.

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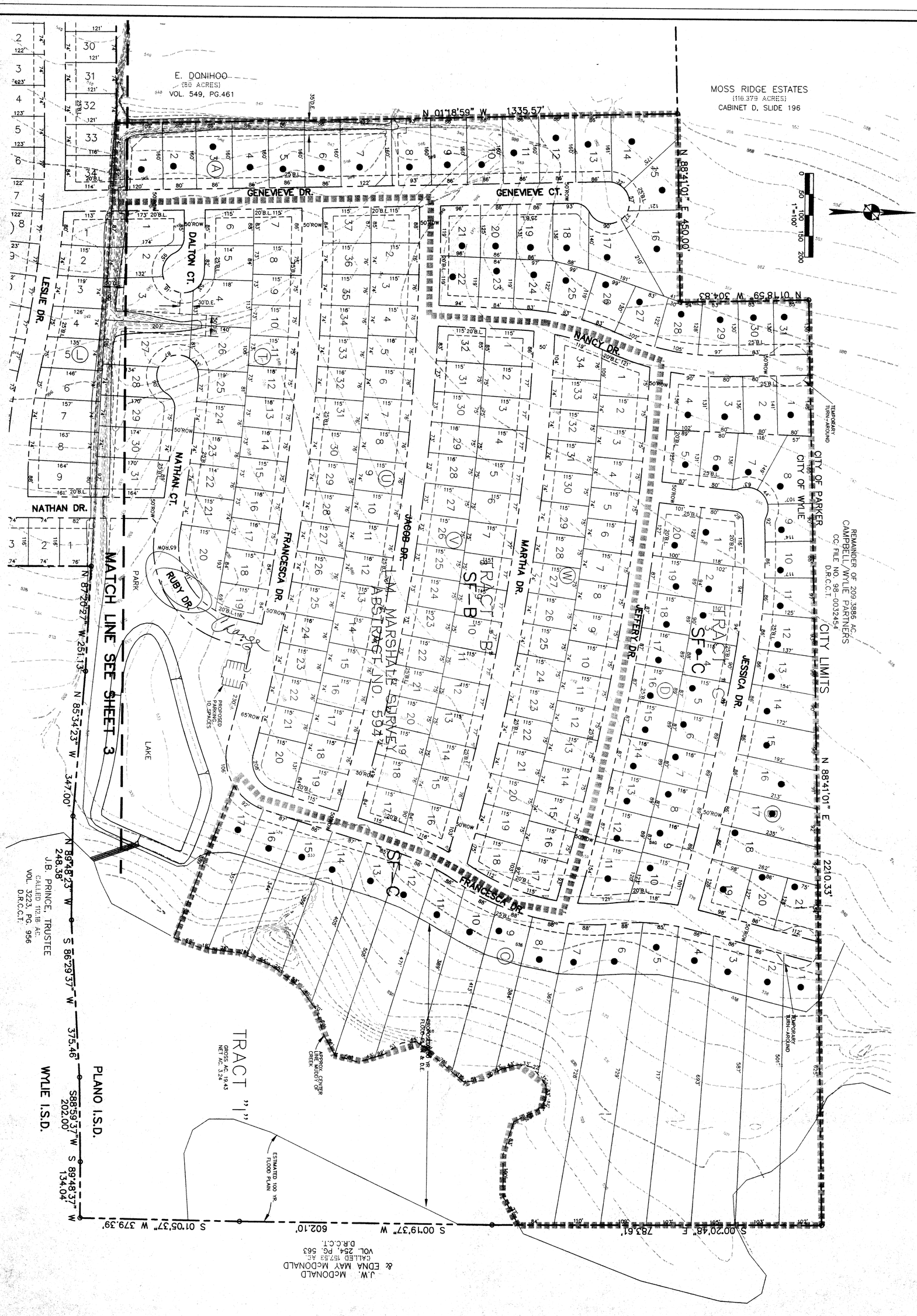


SHEET 3	Scale: 1"=100' Date: 08/01/99 Designed By: W.J.T. Drawn By: D.C.P. Checked By: B.A.B. File: 14301pp2.dwg Project No.: 30143-01	CREEKSIDE ESTATES CITY OF WYLIE, TEXAS	PRELIMINARY PLAT/ DEVELOPMENT PLAN	CAMPBEL/WYLIE PARTNERS 8235 DOUGLAS AVENUE SUITE # 650 DALLAS, TX 75225 (214) 691-2556

Bury+Pittman
Consulting Engineers and Surveyors
Dallas, Texas Tel 972/991-0011 Fax 972/991-0276
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09/09/2022 mmc C.

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SHEET 4	Scale: 1"=100' Date: 08/01/99 Designed By: W.J.T. Drawn By: D.C.P. Checked By: B.A.B. File: 14301pp3.dwg Project No.: 30143-01	CREEKSIDE ESTATES CITY OF WYLIE, TEXAS	PRELIMINARY PLAT/ DEVELOPMENT PLAN	CAMPBELL/WYLIE PARTNERS 8235 DOUGLAS AVENUE SUITE # 650 DALLAS, TX 75225 (214) 691-2556	Bury+Pittman Consulting Engineers and Surveyors Dallas, Texas Tel 972/991-0011 Fax 972/991-0276 © Copyright 1999 Bury & Pittman-D.F.W., Inc.

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PLANNED DEVELOPMENT DESIGN STANDARDS
CREEKSIDE ESTATES
CITY OF WYLIE

SF-A – Single Family Residential Regulations

This classification shall conform to the City of Wylie SF-3 zoning classification except as noted below:

11.3 Area regulations.

(1) *Size of yards*

(1) *Front yard*. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
(2) *Side yard*. There shall be a side yard on each side of the lot having a width of not less than 6 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
(3) *Rear yard*. There shall be a rear yard, a depth of not less than 25 feet.

(2) *Size of lot*

(1) *Lot area*. No building shall be constructed on any lot less than 7,200 square
(2) *Lot width*. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
(3) *Lot depth*. The minimum depth of the lot shall be not less than 100 feet.

(3) Minimum dwelling size. The minimum floor area of any dwelling shall be 1,600 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

A.1 Exterior Wall Materials – A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such as brick, stone or stucco.

A.2 Roofs – Roofs must be covered with composition material of at least 180 lb weight shingle and have a minimum pitch of 8:12.

A.3 Fences and Walls- Fences may not exceed 8 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad ties may not be used for a retaining wall visible from the street.

A.4 Screening -The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot:

1. Clotheslines

2. Drying Racks
3. Hanging clothes, lines, rugs and textiles of any kind
4. Yard maintenance equipment
5. Wood piles and compost piles
6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
7. Garbage can and refuse containers

Plant material such as trees and bushes may be used for screening.

A.5 *House Elevation* – No like house elevation shall be constructed adjacent to each other

A.6 *Landscaping* – The following minimum landscape features shall be installed prior to the initial occupancy:

1. Trees – a minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
2. Shrubs – eighteen (18) 3 gallon shrubs across the front of the house
3. Grass – solid sod from the fence to the front curb

SF-B Single Family Residential Regulations

This classification shall conform to the City of Wylie SF-2 zoning classification except as noted below:

10.3 *Area regulations.*

(1) *Size of yards*

(1) Front yard. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
(2) Side yard. There shall be a side yard on each side of the lot having a width of not les than 7 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
(3) Rear yard. There shall be a rear yard, a depth of not less than 25 feet.

(2) *Size of lot*

(1) Lot area. No building shall be constructed on any lot of less than 8,500 square feet.
(2) Lot width. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
(3) Lot depth. The minimum depth of the lot shall be not less than 100 feet.

(3) *Minimum dwelling size*. The minimum floor area of any dwelling shall be 1,800 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

A.1 *Exterior Wall Materials* – A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such as brick, stone or stucco.

A.2 *Roofs* – Roofs must be covered with composition material of at least 180 lb. weight shingle and have a minimum pitch of 8:12.

A.3 *Fences and Walls* – Fences may not exceed 8 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad ties may not be used for a retaining wall visible from the street.

A.4 *Screening* – The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exist on the lot:

1. Clotheslines
2. Drying racks
3. Hanging clothes, linens, rugs and textiles of any kind
4. Yard maintenance equipment
5. Wood piles and compost piles
6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
7. Garbage can and refuse containers

Plant material such as trees and bushes may be used for screening.

A.5 *House Elevation* – No like house elevation shall be constructed adjacent to each other

A.6 *Landscaping* – The following minimum landscape features shall be installed prior to the initial occupancy:

1. Trees – A minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
2. Shrubs – eighteen (18) 2 gallon shrubs across the front of the house
3. Grass – solid sod from the fence to the front curb

SF-C – Single Family Residential Regulations

This classification shall conform to the City of Wylie SF-1 zoning classification except as noted below:

9.2 *Area regulations*.

(1) *Size of yards*

(1) Front yard. There shall be a front yard having a depth of not less than 25 feet as measured from the front property line.
(2) Side yard. There shall be a side yard on each side of the lot having a width of not less than 8 feet in width. A side yard adjacent to a side street shall not be less than 20 feet.
(3) Rear yard. There shall be a rear yard, a depth of not less than 25 feet.

(2) *Size of lot*.

(1) Lot area. No building shall be constructed on any lot of les than 10,000 square feet.
(2) Lot width. The minimum width as measured as the front property line of the lot shall not be less than 60 feet.
(3) Lot depth. The minimum depth of the lot shall be not less than 100 feet.

(3) Minimum dwelling size. The minimum floor area of any dwelling shall be 2,000 square feet exclusive of garages, breezeways and porches.

Additional Guidelines

A.1 Exterior Wall Materials – A minimum of 75% of the dwelling's total exterior area, minus windows and doors, must be masonry veneer, such a brick, stone or stucco.

A.2 Roofs- Roofs must be covered with composition material of at least 180 lb. weight shingle and have a minimum pitch of 8:12.

A.3 Fences and Walls – Fences may not exceed 8 feet in height. Fences must be made of masonry, wood or architectural metal. The use of chain link fencing is prohibited. Railroad ties may not be used for a retaining wall visible from the street.

A.4 Screening – The owner of a lot must screen the following items from the view of the public and neighboring lots and dwellings, if any of these items exist on the lot:

1. Clotheslines
2. Drying racks
3. Hanging clothes, linens, rugs and textiles of any kind
4. Yard maintenance equipment
5. Wood piles and compost piles
6. Accessory structures such as dog houses, gazebos, metal storage sheds and greenhouses
7. Garbage can and refuse containers

Plant material such as trees and bushes may be used for screening.

A.5 *House Elevation* – No like house elevation shall be constructed adjacent to each other

A.6 *Landscaping* – The following minimum landscape features shall be installed prior to the initial occupancy:

1. Trees – A minimum of 6 inches in total diameter shall be installed. This may be accomplished by one 6 inch tree or multiple trees whose diameters add up to at least 6 inches.
2. Shrubs – eighteen (18) 2 gallon shrubs across the front of the house
3. Grass – solid sod from the fence to the front curb

Wylie City Council

AGENDA REPORT

Department: Police **Account Code:**

Prepared By: Anthony Henderson

Subject

Consider, and act upon, Interlocal Cooperation Agreements, with modifications, for Jail Services between the City of Wylie and the cities of Murphy and Parker, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve the agreements with modifications as presented, and authorizing the City Manager to execute any necessary documents.

Discussion

These Interlocal Cooperation Agreements were approved by Council on November 17, 2020. Both Murphy and Parker amended the contracts approved by Council; therefore, staff is bringing the agreements, with modifications, back for approval. The purpose of these Agreements are to establish an agreement with the cities of Murphy and Parker for the City of Wylie Jail to provide jail services.

Interlocal Cooperation Agreement for Jail Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Murphy, Texas ("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 Murphy 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, 2021, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term

of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration 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 ninety (90) 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 day or portion thereof 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 expiration of such forty-five (45) day period, except as otherwise set forth in Section 3.03 below.

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 cost of services assessed for such reporting period, except as otherwise set forth in Section 3.03 below.

3.03

Agency shall have no liability or responsibility to pay to Wylie any fees for services provided to Agency under this Agreement until September 30, 2021, as full and final consideration for services provided by Agency to Wylie during the twenty-nine (29)-month period following the natural disaster that occurred in Wylie in April 2016, which such services included but were not limited to Agency's provision of office space, jail equipment and manpower to Wylie.

3.04

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.

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.

(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'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 possesses 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

The 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.

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

The Agency, as the governmental unit requesting and obtaining services under this Agreement, is responsible for one hundred percent (100%) of any civil liability that arises from Wylie's furnishing of the services under this Agreement, including the Jail Services, as provided by Section 791.006 of the Texas Government Code.

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.

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 the Wylie, to: with a copy to:

Chris Holstead, City Manager	Chief Anthony Henderson
Wylie Municipal Complex	Wylie Police Department
300 Country Club Rd., Building 100, 1st floor	2000 N. Hwy 78
Wylie, TX 75098	Wylie, TX 75098

if the Agency, to:

_____

_____

_____

_____

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 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: _____ Date: _____
Chris Holsted, City Manager

Agency:

By: _____ Date: _____
Print Name: _____
Title: _____

Interlocal Cooperation Agreement for Jail Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Parker, Texas, a Type A General Law municipality ("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 Parker 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, 2021, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration of the then-current term, subject to acceptance of the other party.

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 day or portion thereof 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 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 cost 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:
Chris Holsted, 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 to Parker:
Lee Pettle, Mayor
Luke Olson, City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

with a copy to:

Chief Richard Brooks
Parker Police Depart.
5700 E. Parker Road
Parker, TX 75002

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 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: _____ Date: _____
Chris Holsted, City Manager

Agency:

By: _____ Date: _____
Lee Pettle, Mayor

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: Brent Parker

Subject

Consider, and act upon, Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.

Recommendation

A motion to approve Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.

Discussion

The city of Wylie's Code of Ordinances establishes a fee schedule under Appendix C (Wylie Comprehensive Fee Schedule). The fee schedule is updated on a regular basis to maintain industry standards, cover rising costs, costs of projects, etc. The proposed update includes changes to the following sections: Section III (Construction Permits and Fees), Section IV Engineering Fees, Section V Impoundment, Boarding and Adoption Fees, Section VI Planning and Zoning, Section VIII Public Library, and Section X Water and Sewer Tap Fees.

ORDINANCE NO. 2021-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2005-07, AS AMENDED, APPENDIX C (WYLIE COMPREHENSIVE FEE SCHEDULE), SECTION III (CONSTRUCTION PERMITS AND FEES), SECTION IV (ENGINEERING FEES), SECTION V (IMPOUNDMENT, BOARDING AND ADOPTION FEES), SECTION VI (PLANNING AND ZONING), SECTION VIII (PUBLIC LIBRARY), SECTION X (WATER AND SEWER TAP FEES); MODIFYING THE AMOUNT OF CERTAIN FEES AND CHARGES FOR CITY SERVICES AND OTHER ITEMS; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE, PENALTY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it is necessary to modify the amount of certain fees and charges assessed and collected by the City of Wylie, Texas ("Wylie") to pay for certain municipal services and other items; and

WHEREAS, the City Council therefore has determined that it should amend Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees) of the Wylie Code of Ordinances, Ordinance No. 2005-07, as amended ("Code of Ordinances"); and

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

WHEREAS, Wylie has complied with all notices and public hearings as required by law.

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

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

SECTION 2: Amendment to Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances. Appendix C (Comprehensive Fee Schedule) of the Code of Ordinances is hereby amended as follows[1]:

"**APPENDIX C**

[1] Deletions are evidenced by ~~strikethrough~~.

WYLIE COMPREHENSIVE FEE SCHEDULE

…

III. Construction Permit and Fees.

A. *Building, Plumbing, Mechanical and Electrical Permit Fees*. …

(1) New Single-Family or Duplex ..... $0.60 per square foot

~~(1) (a) New Single-Family Fee (including duplexes) ..... $ 550.00 plus 0.04 cents/sft.~~

~~(b) New Single-Family Residential Plumbing permit ..... 50.00 plus 0.02 cents/sft.~~

~~(c) New Single-Family Residential Mechanical permit ..... 50.00 plus 0.02 cents/sft.~~

~~(d) New Single-Family Residential Electrical permit ..... 50.00 plus 0.02 cents/sft.~~

(2) New Multi-Family (3 attached units or more) ... $450.00 per unit

~~(a) A non-refundable plan review deposit equal to ten percent (10%) of the permit fee is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within six (6) months of the date the plan was submitted for review.~~

(3) New Commercial Fees.

(a) $0.40 per square foot (minimum $100)

~~(a) Building Permit Fees for New Construction.~~

~~1. $200.00 + .08 cents a square foot.~~

~~2. Fees for tenant finish out and shell buildings will be seventy-five percent (75%) of the above fees.~~

~~3. A non-refundable plan review deposit equal to fifty percent (50%) of the building permit fee is due at the time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within six (6) months of the date the plan was submitted for review.~~

(b) Fees for tenant finish out and shell buildings will be seventy-five percent (75%) of the above fees.

~~(b) Plumbing, Mechanical and Electrical fees for New Construction (each).~~

~~1. $50.00 + .03 cents a square foot.~~

~~2. Fees for tenant finish out and shell buildings will be seventy-five percent (75%) of the above fees.~~

(4) Residential Addition or Remodel ... $0.30 per square foot (minimum $50)

~~(4) *Fees for Additions, Alterations, Repairs, Demolition, Screening Walls, Retaining Walls and Accessory Buildings*. The following fees shall be charged for small construction jobs involving additions, alterations and repairs. Larger projects that involve substantial work shall be charged as new construction at the sole discretion of the Building Official.~~

~~Value of Construction: Permit Fee~~

~~$0.00 to $2,500.00: $ 50.00.~~

~~$2,500.01 to $5,000.00: $60.00.~~

~~$5,000.01 to $10,000.00: $75.00.~~

~~$10,000.01 to $25,000.00: $100.00.~~

~~$25,000.01 to $50,000.00: $150.00.~~

~~$50,000.01 to $100,000.00: $225.00.~~

~~$100,000.01 or more: $300.00.~~

~~for the first $100,000.00 plus.~~

~~$50.00 for each $50,000.00 or fraction thereof.~~

B. *Miscellaneous Fees.*

Any activity listed below shall be charged the following fee associated with the activity:

...

Commercial Miscellaneous MEP (mechanical, electrical, plumbing) ..... $.010 per square foot of area improved by work performed

Commercial certificate of occupancy or completion (existing building/space or unoccupied clean and show, applicable to shell or structure/space) ..... $ 75.00

Residential miscellaneous building permits minimum (unless listed below) $50

Commercial miscellaneous building permits minimum (unless listed below) $100

Accessory Buildings 120 square feet or less (includes arbor/patio cover/carport) $50

Accessory Buildings greater than 120 square feet (includes arbor/patio cover/carport) $100

Water Heater $50

HVAC System $50

Demolition $50

Outdoor Kitchen $200

Outdoor Fireplace or Fire Pit (Site Built with gas) $150

Outdoor Fireplace or Fire Pit (Site Built without gas) $50

Foundation Repair $50

Solar System $200

Storm Shelter $100

Window Replacement (per window or glass door) ..... $10 (minimum $50)

Temporary certificate of occupancy ~~(charged for all temporary certificates of occupancy(ies))~~ $75.00

Commercial temporary utilities releases (electrical or gas services) $100.00

Residential temporary utilities releases (electrical or gas services) (~~all temporary utility releases require signed affidavit by contractors/builders)~~ $50.00

Manufactured home construction permit fee $300.00

Manufactured home license application fee $500.00
(All original license applications and license transfers shall be accompanied by a fee of $500.00)

Manufactured home space fee, per space $50.00

Manufactured home park annual inspection fee, per occupied space $10.00

Manufactured home park license fee $500.00

~~Minimum miscellaneous permit fee (residential) ..... 50.00~~

~~Minimum miscellaneous permit fee (commercial) ..... 100.00~~

Fence permit $40.00

In-ground swimming pool $300.00

Spa or aboveground pool $100.00

Lawn sprinkler $50.00

Tent $50.00

Construction trailer $75.00

Drive approach, per approach $50.00

Sidewalk, per lot $50.00

Structure moving permit (any structure moved through or into the City of Wylie, Texas that exceeds 250 square feet) $75.00

Additional plan review, per hour (minimum one hour) $50.00

Appeal to the construction board $150.00

Duplicate building permit $10.00

~~Garage sale ..... $5.00~~

Administrative fee/change contractor or change on issued permit, per contractor $25.00

Re-stamp plans, per hour (minimum one hour) $50.00

Sign permit $75.00

Promotional signs $40.00

Dance hall license $100.00

Pool hall license $100.00

Massage establishment permit $500.00

Individual license to perform massage $50.00

Sexually-oriented business license $500.00

Food service establishment permit (annual) $50.00

Retail food store permit fee (annual) $50.00

Junkyard or salvage yard license $250.00

Dangerous building abatement administrative fee, per lot $750.00

Abatement of graffiti ..... Employee hourly rate plus cost of materials

Weeds, high grass, and trash abatement administrative fee, per lot or tract of land $75.00

C. *Registration and License Fees*. General, plumbing, mechanical, electrical and irrigation contractors shall not be eligible to receive a permit within the City of Wylie, Texas until they have registered with the city as a contractor and paid the

following fee. Fees shall be paid annually and registration will be valid from January 1 through December 31. Registrations received and fees paid between December 1 and December 31 of any calendar year shall be valid from that date until December 31 of the following calendar year.

General contractor $100.00

~~Plumbing contractor ..... $100.00~~

Mechanical contractor $100.00

Irrigation contractor $100.00

Backflow tester $100.00

Pool contractor $100.00

Fence contractor $100.00

~~Electrical contractor ..... $100.00~~

~~Master electrician ..... $25.00~~

~~Journeyman electrician ..... $10.00~~

~~Residential specialist ..... $10.00~~

~~Master sign electrician ..... $25.00~~

~~Journeyman sign ..... $10.00~~

D. *Special Inspection Fees.*

Re-inspection fees:

First $50.00

Second….. $75.00

Third and each subsequent ….. $100.00

After hours inspection, per hour (three-hour minimum) $75.00

Special inspection $75.00

House moving inspection fee $100.00

House moving inspection mileage reimbursement ..... Current government mileage reimbursement rate

IV. Engineering Fees.

A. *Water and Sewer Impact Fees*.

1. *Service unit* means the standardized measure of consumption, use, generation or discharge attributable to an individual unit of development that has been calculated in accordance with the generally accepted engineering and/or planning standards. The water and wastewater service unit is defined to be a ¾-inch water meter. Other meter sizes can be compared to the ¾-inch meter through a ratio of water flows as published by the American Water Works Association and as shown in Table No. 7 of the "2019-2029 Water and Wastewater Impact Fee Update ~~Water and Wastewater Impact Fee Update 2012-2022~~" which is attached as Exhibit A to Ordinance 2020-21 ~~2012-18~~ and incorporated by reference herein, as may be amended from time to time.

(a) *Calculating Impact Charges.* For each single-family living unit equivalent (SFLUE) to be served by the water system there shall be a water impact fee of four thousand one hundred thirty-seven dollars and six cents ($4,137.06) ~~three thousand six hundred fifty-one dollars and forty-two cents ($3,651.42)~~. For each SFLUE to be served by the sewerage system there shall be a sewerage impact fee of eight hundred seventy-six dollars and thirty-five cents ($876.35) ~~seven hundred seventy-three dollars and forty-eight cents ($773.48)~~.

B. *Thoroughfare Impact Fees.*

1. *Service unit* means the standardized measure of consumption, use, generation or discharge attributable to an individual unit of development, that has been calculated in accordance with the generally accepted engineering and/or planning standards, as indicated in the land use equivalency tables located in the "2019-2029 Roadway Impact Fee Update ~~Roadway Impact Fee 2014-2019~~" report which is attached as Exhibit A to Ordinance 2020-20 ~~2014-35~~ and incorporated by reference herein, as may be amended from time to time.

(a) *Calculating Impact Charges.* Thoroughfare impact fees shall be calculated at the rate of four hundred fifty-three dollars ($453.00) ~~$400.00~~ per service unit for the Western zone and four hundred fifty-three dollars ($453.00) ~~$400.00~~ per service unit for the Eastern zone.

…

D. *Engineering Inspection Fees.* Each project shall be charged an engineering inspection fee. The fee shall be four ~~three~~ percent of the City's estimate for the cost of the public work utilities improvements and paving improvements which are to be dedicated to the City of Wylie, Texas or designated as public improvements. Such items shall include, but not be limited to: street paving, storm drainage, water mains, sewer mains, commercial parking areas and other items designated for conveyance to the city after completion of improvements through the process of public dedication. These fees shall be paid prior to the start of construction.

The basis of such fee must be supported by submitting a construction contract, signed by both owner and contractor or notarized statement, attesting to the true and correct value of construction improvements.

…

E. *Construction Plan Review Fee.*

Each plan set review … $300.00

V. Impoundment, Boarding and Adoption Fees.

…

D. *License, Permit, Registration for Dangerous Dogs, ~~Euthanasia,~~ Disposal, Surrender Fee, Quarantine Fee, and Trap Deposits.*

License fee, per animal	$10.00
Fee for lost license tag, per animal	$2.00
Disposal fee, per animal	$10.00
Surrender fee, per animal	$25
Trap deposits, per trap	$60.00
Fowl permit fee, per household	$10.00
Pot-bellied pig permit fee, per animal	$10.00
Dangerous dog annual registration fee, per animal	$250
Dangerous dog registration at new address fee, per animal	$150.00
Quarantine fee, per animal	$200.00

VI. Planning and Zoning.

…

B. *Zoning and Platting Fees*.

Zoning change application for standard districts ..... $400.00 plus $15.00/acre

Zoning change application for planned development district (PD) ….. $750.00 plus $25.00/acre

Zoning change application for special use permit district (SUP) ….. $500.00 plus $20.00/acre

~~Zoning change re-notification/re-publication (when request is tabled by applicant) ..... 200.00~~

Site plan application ..... $350.00 plus $10.00/acre

Preliminary plat application ..... $300.00 plus $15.00/acre

Final plat/amended re-plat/minor application ..... $400.00 plus $25.00/acre

Annexation/disannexation application $400.00

Variance application (zoning board of adjustment and all others, i.e., commission waive planned development acreage, alleys, parking) for residential zoned district ..... $150.00 for nonresidential zoned district $250.00

Verification letter (zoning, comprehensive plan, utilities) $75.00

Right-of-way abandonment (fee toward appraised market value) $50.00

~~C. *Material*.~~

~~Comprehensive plan, plus sales tax ..... $10.00~~

~~Zoning ordinance, plus sales tax ..... $20.00~~

~~Subdivision regulations, plus sales tax ..... $15.00~~

~~Prints of plats and as-builts (24 × 36), per sheet plus sales tax ..... $3.00~~

~~Special area study map (8½ × 11 × 36), per sheet plus sales tax ..... 5.00~~

~~Citywide planning maps (land use, zoning thoroughfare, development trends, city limits), per sheet plus sales tax ..... $15.00~~

~~CD copies (scanned plats, as-builts), each plus sales tax ..... $5.00~~

…

VIII. Public Library.

A. *Library Fees.*

Extended use fees:

DVD, per day/per item $0.50

Mobile Hotspots, per day/per item ….. $0.50

All other, per day/per item $0.10

Replacement fees:

Barcode ..... $ 1.00

Spine label $1.00

RFID tag $1.00

Book jacket $1.00

DVD case $3.00

Artwork (DVD or CD) $1.00

CD case (music) $2.00

CD case (books) $3.00

Other fees:

Lost or damaged items, cost of material plus $3.00

Library replacement card $1.00

Interlibrary loan request fee ..... $2.00 (if material is not picked up)

Service fees:

Printing and Copies

Black and white, per page $0.15

Color, per page $0.50

3D Printing ..... $0.15 per gram ($1.50 minimum)

Fax:

United States ..... ~~1.50~~ $1.75 first page; $1.00 additional pages

International ..... ~~4.95~~ $3.95 first page; $3.45 additional pages

…

X. Water and Sewer Tap Fees.

Water tap (residential or commercial)

Up to and including 1-inch $3,200.00

Over 1-inch and less than 6-inch $4,200.00

Add $500.00 to the above price if service is on opposite side of street from tap.

Wastewater tap—0' to 8' depth 3,300.00

Wastewater tap—Greater than 8' depth ..... Cost plus: $400.00

Fire hydrant installation (in city ROW) $5,500.00

Tap/fire hydrant inspection $200.00

Videotape services for sewer ..... $1.00 per foot of pipe.

Install cleanout on existing sewer $100.00

…"

SECTION 3: Penalty. Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars ($2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars ($500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Savings/Repealing. All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 6: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 9th day of February, 2021.

_____
Matthew Porter, Mayor

ATTESTED AND
CORRECTLY RECORDED:

_____
Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – February 17, 2021

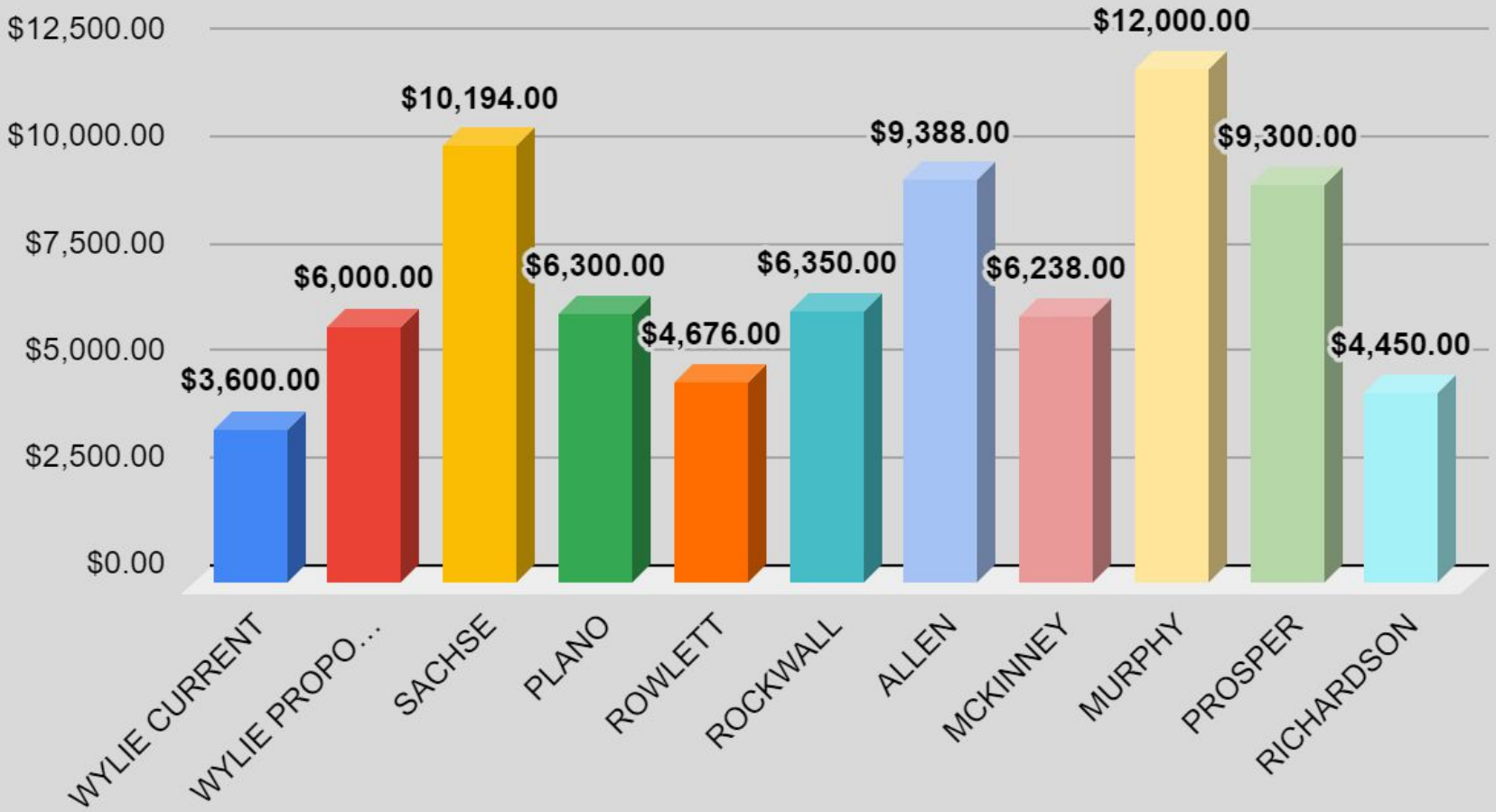
3500 Sq. Ft. New SFD



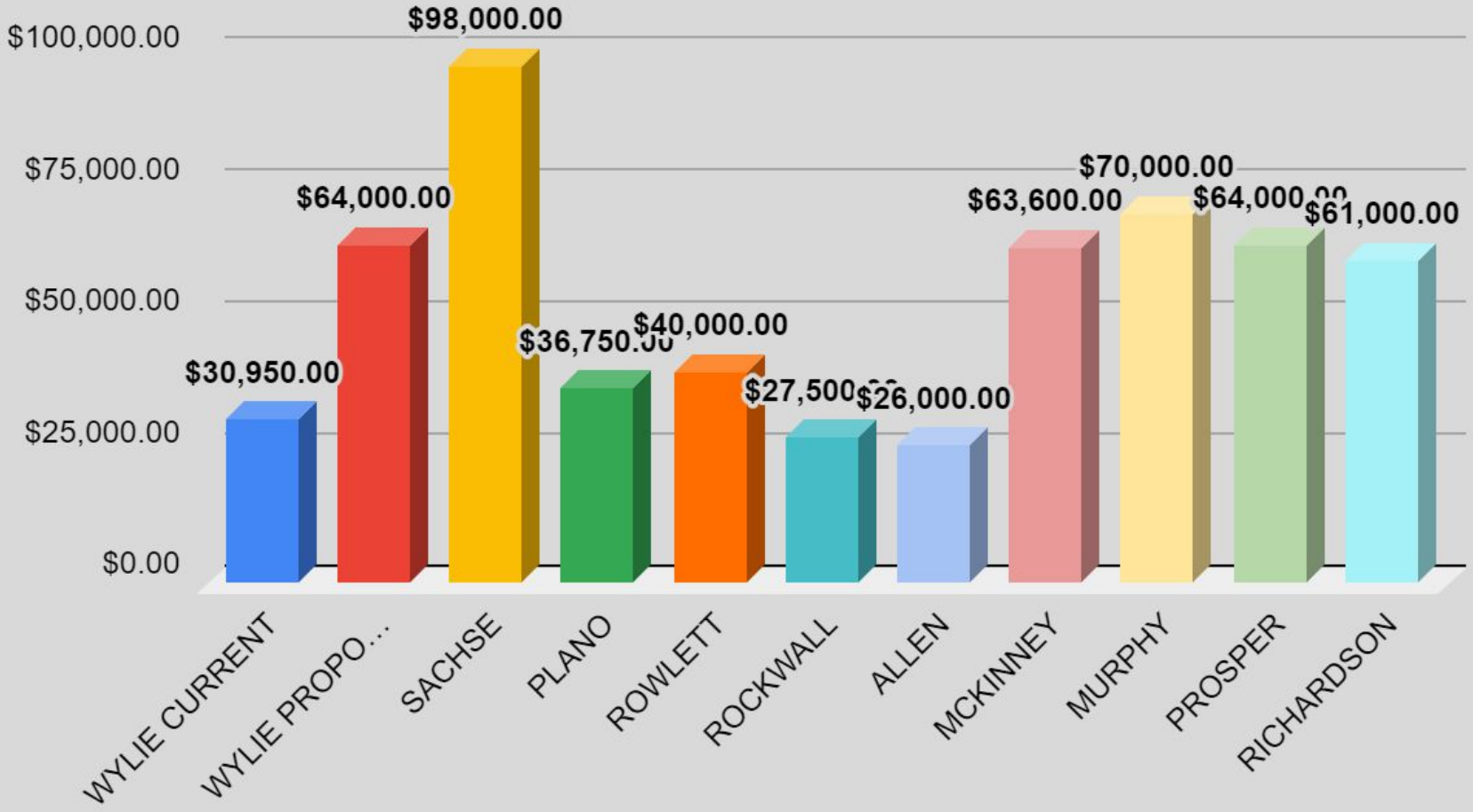
Multi-Family/per unit



New Commercial-15,000 sq. ft.



New Commercial-160,000 sq. ft.



CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Wylie Lake Park LD, LLC regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road.

Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Wylie Lake Park LD, LLC regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road.

Discussion

The applicant has requested to enter into a Development Agreement with the City of Wylie regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road.

In order to maintain the standards of the existing development, and as a part of the overall development agreement, the applicant is proposing to add a separate building materials agreement in accordance with Texas State Law Sec 3000.002(d).

The proposed Development Agreement, signed by the applicant, states that the developer will voluntarily abide by the building materials standards of the City of Wylie Zoning Ordinance, with the exception of those noted in Exhibit B Paragraph 1:
"All homes shall consist of a minimum of 80% masonry to include brick, stone, stucco or masonry board with 100% brick on the first floor; in addition to the requirements above and as stated in the Planned Development zoning ordinance applicable to the property."

For reference, the Zoning Ordinance requires 100% exterior masonry with a minimum of 20% of the masonry material being stone.

A separate zoning request for this proposed development, that addresses general development standards, and includes the same design standard, is on this agenda for consideration.

Approval of this authorization is not an approval of any requested zoning change.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Wylie
Attention: City Manager
300 Country Club Road
Wylie, Texas 75098

DEVELOPMENT AGREEMENT AMONG
Wylie Lake Park LD, LLC AND THE CITY OF WYLIE, TEXAS

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and Wylie Lake Park LD, LLC, a Texas resident ("Developer"). Wylie and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of 25.45 acres on Lake Park Villas generally located at the intersection of County Line road and Troy Road, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer seeks to develop Multifamily Town Homes on the Property; and

WHEREAS, Developer and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

WHEREAS, Developer desires to voluntarily consent to complying with Wylie's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Wylie hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Wylie will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, the Wylie City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Wylie and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that Developer is the sole owner of the Property as of the Effective Date of this Agreement.

3. Building Materials Standards.

   (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

   (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.

   (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer voluntarily consents and agrees to such designation. Developer

voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

(a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developer, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:

(i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;

(ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;

(iii) to refuse to issue building permits for any building on the Property;

(iv) to refuse to issue a Certificate of Occupancy for any building on the Property;

(v) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or

(vi) to seek specific enforcement of this Agreement.

(b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property, and shall be binding on the Developer and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of

Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.

7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Wylie under any ordinance, whether now existing or in the future arising.

8. Notices. 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; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or 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, addressed to it at:
City of Wylie
Attention: City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6000
Facsimile: (972) 516-6026
Email: chris.holsted@wylietexas.gov

with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Developer, addressed to Developer at:
Wylie Lake Park LD, LLC

Attn: Ryan Joyce
1189 Waters Edge Drive
Rockwall, TX 75087

9. Indemnity.

(a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.**

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

(c) **THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10. Acknowledgement of Wylie's Compliance with Federal and State Constitutions, Statues and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) **DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

(i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

(A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
(B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
(C) **VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED**
(D) **NUISANCE; OR**
(E) **CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**

(b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable

and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Multiple 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 or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

18. Authority to Execute. The individuals executing this Agreement 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 Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

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

20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

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

22. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and

(iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.

23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.

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

25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.

28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

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,
a home-rule municipality

By: _____
Chris Holsted, City Manager
Date: _____

Attested to by:

_____
Stephanie Storm, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas
My Commission Expires:_____

Wylie Lake Park LD, LLC, a Texas limited liability company

By: MRJoyce, LLC,
A Texas limited liability company
Its general partner

By: 

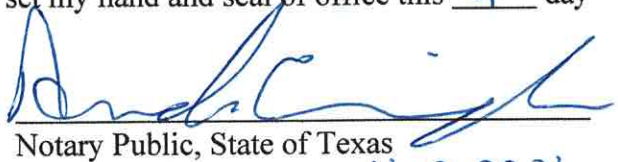
Michael Ryan Joyce, President,
a Texas resident

By: Michael R Joyce
printed name
Date: 2/2/21

STATE OF TEXAS §
§
COUNTY OF Rockwall §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Ryan Joyce, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 2 day of Feb., 2021.



Notary Public, State of Texas
My Commission Expires: 11.10.2021

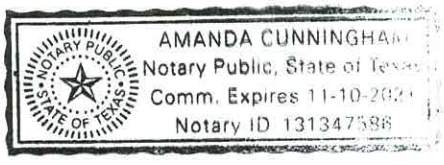


Exhibit A
Legal Description of the Property

BEGINNING at an "X" cut in concrete found for the northwest corner of said 26.586 acre tract, being at the intersection of the centerline of Vinson Road, a variable width right-of-way, with the southeasterly right-of-way line of Neva Lane, a 60 foot wide right-of-way;

THENCE departing the centerline of said Vinson Road, along the northwesterly line of said 26.586 acre tract and the southeasterly right-of-way line of said Neva Lane, the following courses:

North 44°04'02" East, a distance of 40.28 feet to an "X" cut in concrete found at the beginning of a tangent curve to the right having a central angle of 51°18'08", a radius of 410.00 feet, a chord bearing and distance of North 69°43'05" East, 354.97 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 367.11 feet to a 5/8 inch iron rod found at the beginning of a reverse curve to the left having a central angle of 51°51'33", a radius of 470.00 feet, a chord bearing and distance of North 69°26'23" East, 411.03 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 425.40 feet to an "X" cut in concrete found for corner at the end of said curve;

North 43°30'37" East, a distance of 349.84 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right having a central angle of 46°59'30", a radius of 410.00 feet, a chord bearing and distance of North 67°00'22" East, 326.92 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 336.27 feet to a mag nail set for the northeast corner of said 26.586 acre tract on the westerly line of a called 11.3668 acre tract of land described as Tract II in a deed to Shirley Ann Huffmeyer, as recorded in Volume 5174, Page 101, Deed Records, Rockwall County, Texas, same being in Troy Road, a variable width right-of-way, from which a mag nail found for witness bears South 87°20' East, 8.6 feet;

THENCE South 00°03'53" East, along the easterly line of said 26.586 acre tract, the westerly line of said Tract II, and crossing said Troy Road, a distance of 227.73 feet to a mag nail set for the southwest corner of said Tract II, being on the centerline of said Troy Road;

THENCE South 01°37'43" West, continuing along the easterly line of said 26.586 acre tract and along the centerline of said Troy Road, a distance of 1232.83 feet to a 1/2 inch iron rod found for the southwest corner of a called 1 acre tract of land described in a deed to Otis J. Juneau and Elsie T. Juneau, as recorded in Volume 3052, Page 280, said Deed Records, common to the northwest corner of Watermark, according to the plat thereof recorded in Cabinet G, Slide 4, Plat Records, Rockwall County, Texas;

THENCE South 00°17'10" West, continuing along the easterly line of said 26.586 acre tract and the centerline of said Troy Road, a distance of 405.08 feet to a mag nail set for the southerly corner of said 26.586 acre tract, being at the intersection of the centerline of said Troy Road with the centerline of aforesaid Vinson Road, from which a mag nail found for witness bears South 31°29' East, 0.7 feet;

THENCE North 46°29'26" West, departing the centerline of said Troy Road, along the southwesterly line of said 26.586 acre tract and the centerline of said Vinson Road, a distance of 1724.65 feet to the **POINT OF BEGINNING** and containing 26.586 acres (1,158,070 square feet) of land, more or less.

Exhibit B
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Ordinance No. 2019-23, Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto), including but not limited to Section 3.4.F.3(a) (Residential Design Standards-Exterior Façade Material) with the exception of "All homes shall consist of a minimum of 80% masonry to include brick, stone, stucco or masonry board with 100% brick on the first floor; in addition to the requirements above and as stated in the Planned Development zoning ordinance applicable to the property.

2. The Planned Development zoning ordinance or other zoning ordinance that approved the zoning on the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

11. Any other existing or future or successor ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins

Subject

Tabled from 01-26-2021
Remove from table and consider

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Multi-Family (MF) to Planned Development - Multifamily (PD-MF), to allow for townhome development on 26.653 located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

Recommendation

Motion to approve a request for a change of zoning from Multi-Family (MF) to Planned Development - Multifamily (PD-MF), to allow for townhome development on 26.653 located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

Discussion

OWNER: Lake Park Villas, LLC **APPLICANT: Michael Ryan Joyce**

REMOVE FROM TABLE

At the January 26 City Council meeting this item was tabled in order for staff and the applicant to complete a voluntary Development Agreement (DA) regarding building materials. That agreement has been completed and is on the agenda for consideration.

The applicant has proposed a DA and PD Conditions that allow for the homes to be built following the City of Wylie's Zoning Ordinance and codes with the exception of the 100% brick/stone/stucco requirement. The applicant has proposed 80% masonry overall with 100% brick on the 1st floor facade of all homes. A zoning exhibit showing the proposed elevations has been provided and will become a part of the PD Ordinance should zoning be approved.

The applicant is requesting to rezone 26.653 acres located on the northwest corner of County Line Road and Troy Road. The property is currently zoned multi-family. The requested rezoning to a Planned Development (Exhibit B) is to allow for a change from a townhome development designed for buildings with 5-7 units to one which allows only 2-3 units per building.

This request stems from the original developer being unable to complete the property as originally planned. That plan included 165 townhomes in ~25 buildings for which a preliminary plat was approved in 2017 (Exhibit C). Utility and roadway construction for phase one was completed and final platted in 2019. The project has been dormant since (Exhibit D).

The applicant wishes to complete the project with duplexes, and a few triplexes; however, the zoning ordinance calls for a minimum of 35' wide end lots on townhomes. Duplexes are essentially 2-unit townhomes by the zoning ordinance; however,

all lots, by definition, are end lots on a duplex, and the applicant would not only have to replat the entire 26 acres to maintain the 35' wide minimum, but also incur an expense to move the utilities and reform the pad sites for the 72 lots on ~12 acres of phase 1.

The PD conditions allow all end lots within the development to be 30' in order to place duplexes. The PD also allows for duplexes with single car garages. At the request of the Planning and Zoning Commission, the PD conditions require 16' minimum driveways to accommodate off-street parking. All other aspects of the proposal are in keeping with the conditions of the current by-right zoning district.

Staff has minimal concerns regarding the reduction of the end lots to 30'. The purpose of the 35' end lot is to both maintain open space and allow for fire access between larger townhome structures. The nature of a duplex development minimizes that purpose and the PD Conditions prevent townhomes larger than a triplex.

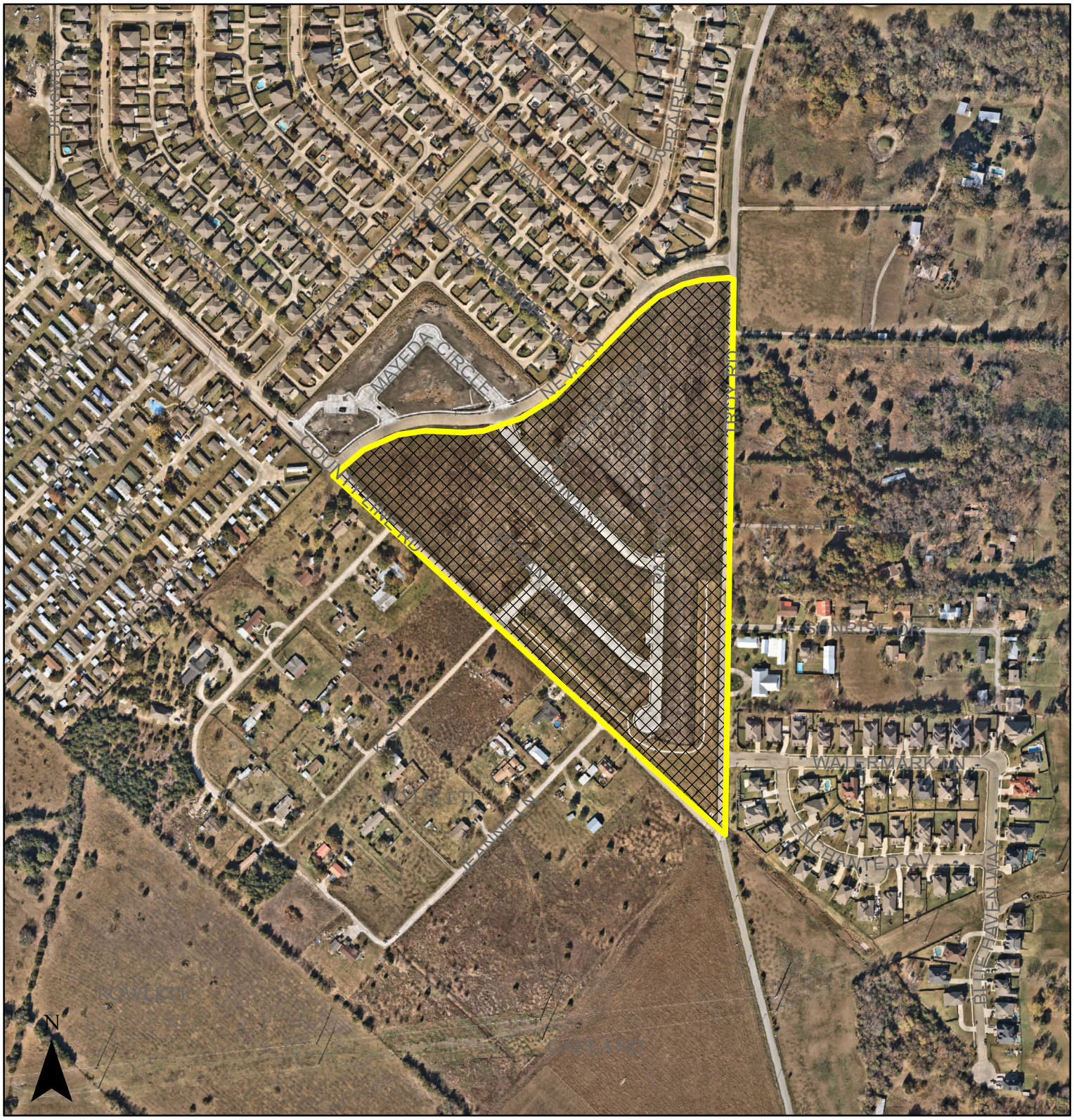
Staff did have concerns regarding the single car garages. The zoning ordinance requires a minimum 500 sq. ft. garage and the proposed PD conditions allow for 225 sq. ft. As Wylie is a third-ring suburb and the location of this development is located ~4 miles from the commercial center at FM 544 and SH 78, automotive trips are likely with the possibility of multiple vehicles in each household. P&Z's addition of wider driveways has alleviated that concern.

Notifications/Responses: 21 notifications were mailed; with no responses received in favor or in opposition of the request.

P&Z Commission Discussion

After the applicant agreed to provide the aforementioned driveways, the Commission voted to recommend approval 5-0.

Locator Map



ZC 2020-17

Subject Property

0 215 430 860 1,290 1,720 Feet

CITY OF WYLIE

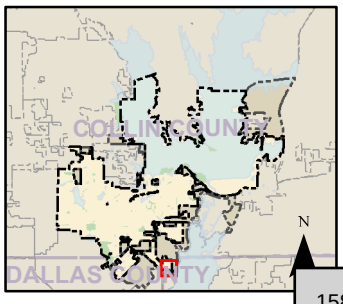


Exhibit "B"
Planned Development Conditions
ZC 2020-17
"Lake Park Villas"

I. PURPOSE:

The purpose of this Planned Development (PD) is to allow the continued development of the Lake Park Villas subdivision with the approved preliminary plat dated May 9th, 2017, adjusting for townhomes limited to duplexes and triplexes.

II. GENERAL CONDITIONS

A. This Planned Development District shall not affect any regulations within the City of Wylie Zoning Ordinance, current or as amended, except as specifically provided herein.

B. All regulations of the underlying Multi-Family District, including new residential development standards, as set forth in Articles 3, 5, and 7 of the City of Wylie Zoning Ordinance (adopted as of September, 2019) are included by reference and shall apply herein.

III. SPECIAL CONDITIONS

To facilitate the development of a duplex residential development the following conditions shall apply:

A. Section 3.3.A.1 is amended as follows: The TH district is a single family residential district allowing between 2 and 3 attached houses on individual lots and requiring a minimum lot size of 3,000 square feet. The Townhouse District is intended to provide flexibility for development of properties that are providing open space, preserving natural areas of value, or avoiding areas with environmental hazards.

B. Figure 3-5 is amended as follows:

Figure 3-5 - Townhouse District	
Lot Size - minimums	
Lot Area (sq ft)	3,000 sq ft
Lot Width (feet)	30
Lot Width of Corner Lots (feet)	45
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	120
Dwelling Regulations	
Minimum Square Footage	1,000 - Duplex (2 dwellings) 1,200 - others (3+dwellings)
Design Standards Level of Achievement	See section 3.4 Residential Design Standards
Yard Requirements - Main Structure	
Front Yard (feet)	20
Side yard (Feet)	0 for interior or 5 for exterior
Side yard of Corner Lots (feet)	15
Side Yard of Allowable nonresidential use	NA
Rear yard (feet)	20
Rear yard Double Front Lots (feet)	45
Lot Coverage	60%
Height of Structures	
Main Structure(feet)	40
Accessory Structure (feet)	14

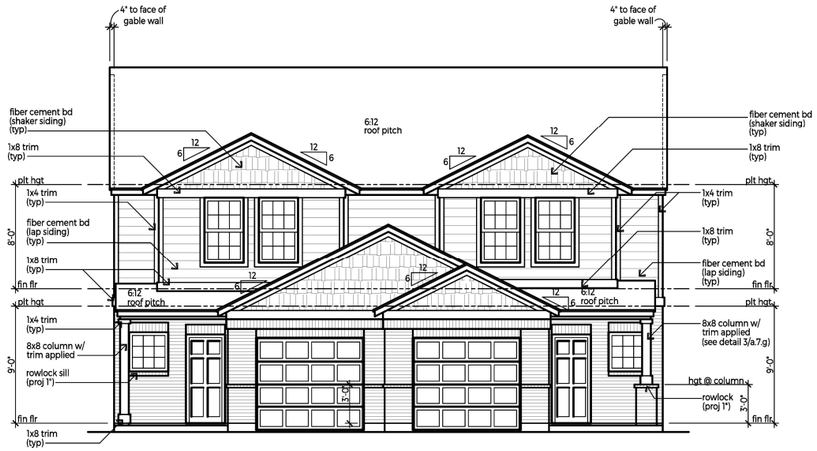
C. Amendments to Article 3.F Architectural Standards

1. Section 3.F.4 shall be amended as follows:

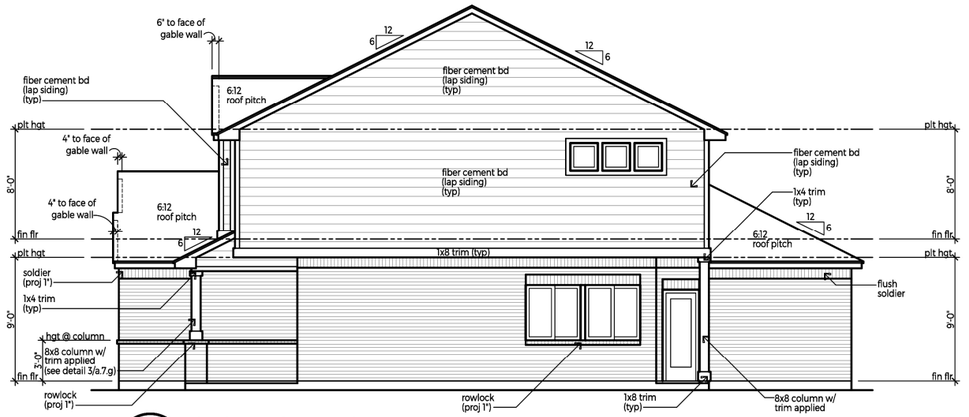
a) All homes shall consist of a minimum of 80% masonry to include brick, stone, stucco or masonry board with 100% brick

on the first floor; in addition to the requirements of the remainder of this section.

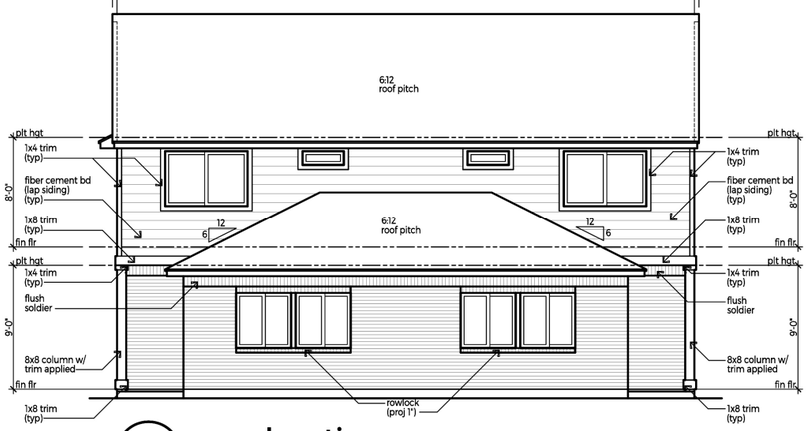
2. Section 3.F.10 shall be amended as follows:
    a) Base Standard - Garage doors shall be located on the primary street elevation of a residential unit. Each garage shall be a minimum of 225 square feet. Driveways shall be a minimum of 16 feet wide from right-of-way curb (exclusive of required radius) to garage door to accommodate off-street parking.
    b) Desirable Design Attributes - Garage doors shall be styled with carriage style hardware.



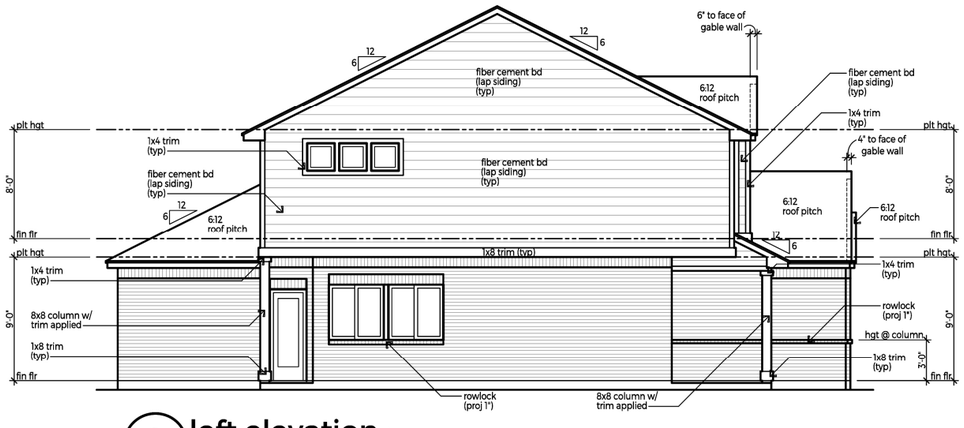
1 a.7.g front elevation
scale 1/8" = 1'-0"



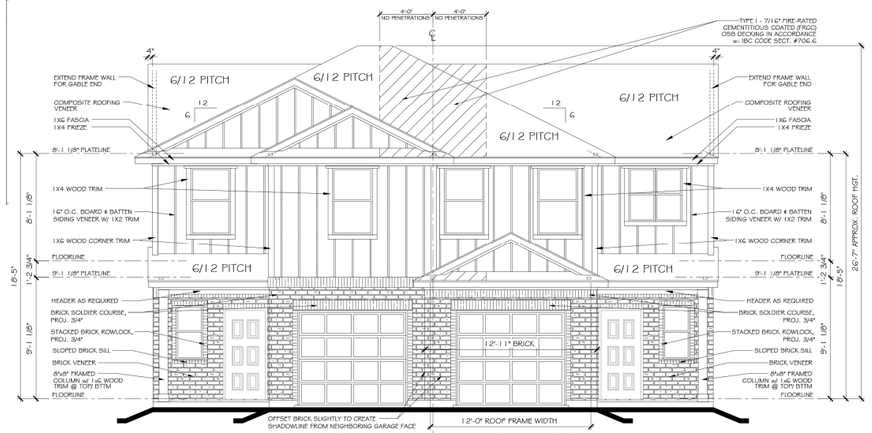
1 a.7.h right elevation
scale 1/8" = 1'-0"



2 a.7.g rear elevation
scale 1/8" = 1'-0"



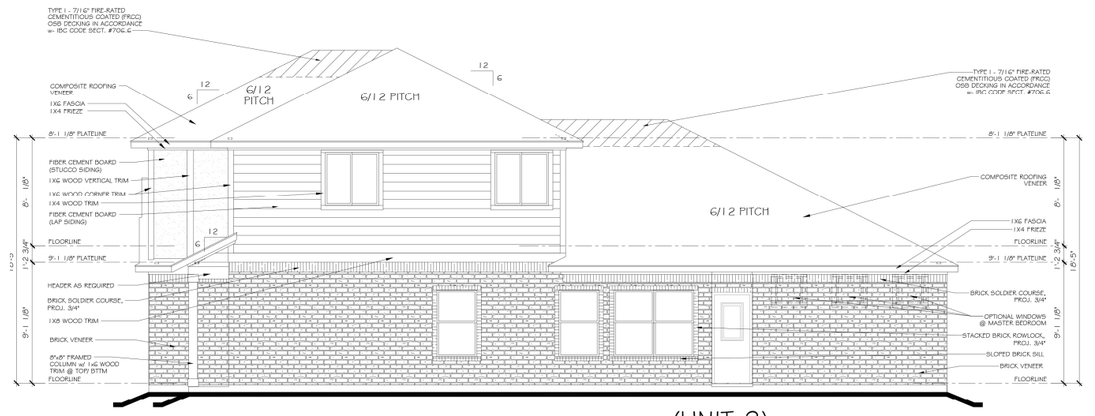
2 a.7.h left elevation
scale 1/8" = 1'-0"



(UNIT 1) (UNIT 2)

FRONT ELEVATION "B"

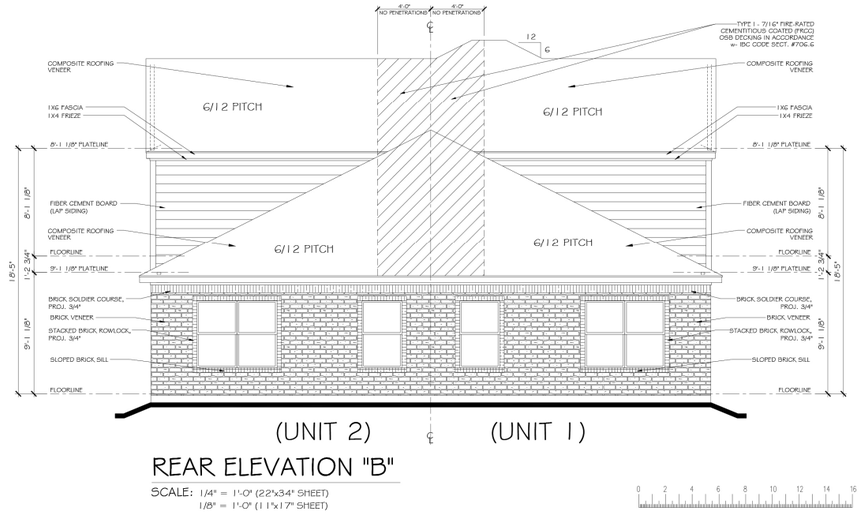
SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)



RIGHT ELEVATION

SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)

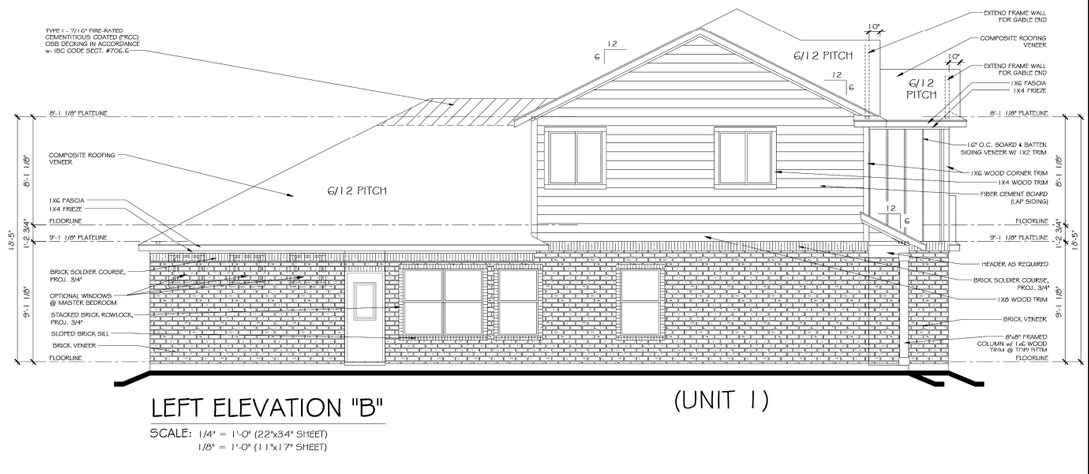
(UNIT 2)



(UNIT 2) (UNIT 1)

REAR ELEVATION "B"

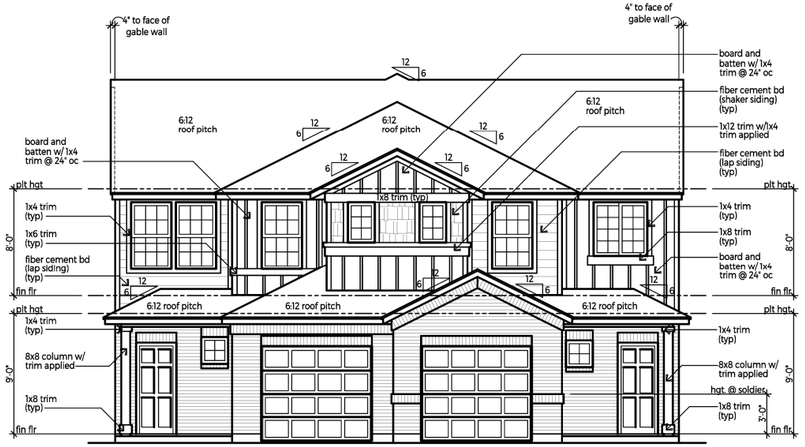
SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)



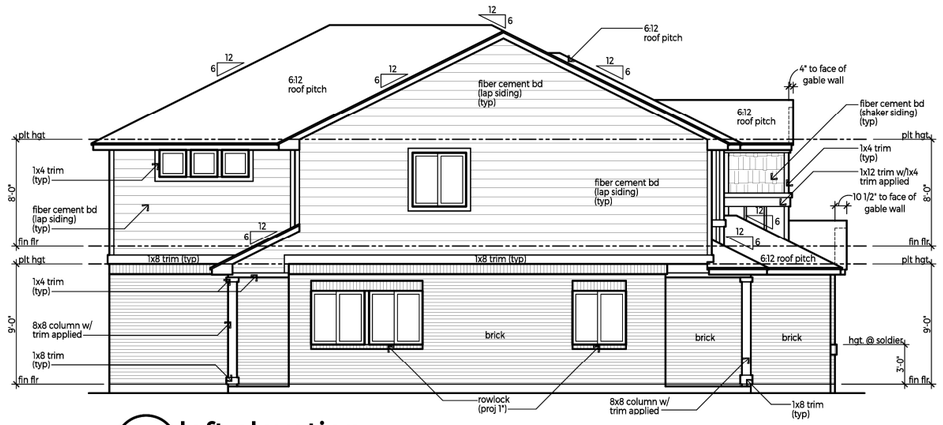
LEFT ELEVATION "B"

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1/8" = 1'-0" (11"x17" SHEET)

(UNIT 1)



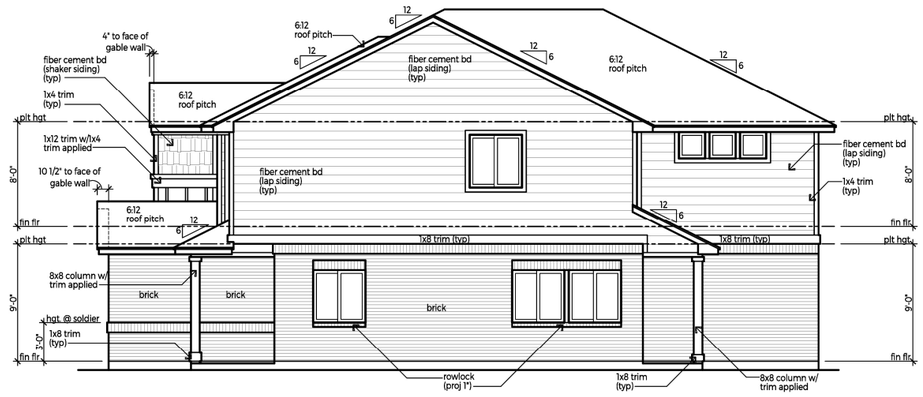
1 a.7.g **front elevation**
scale 1/8" = 1'-0"



2 a.7.h **left elevation**
scale 1/8" = 1'-0"

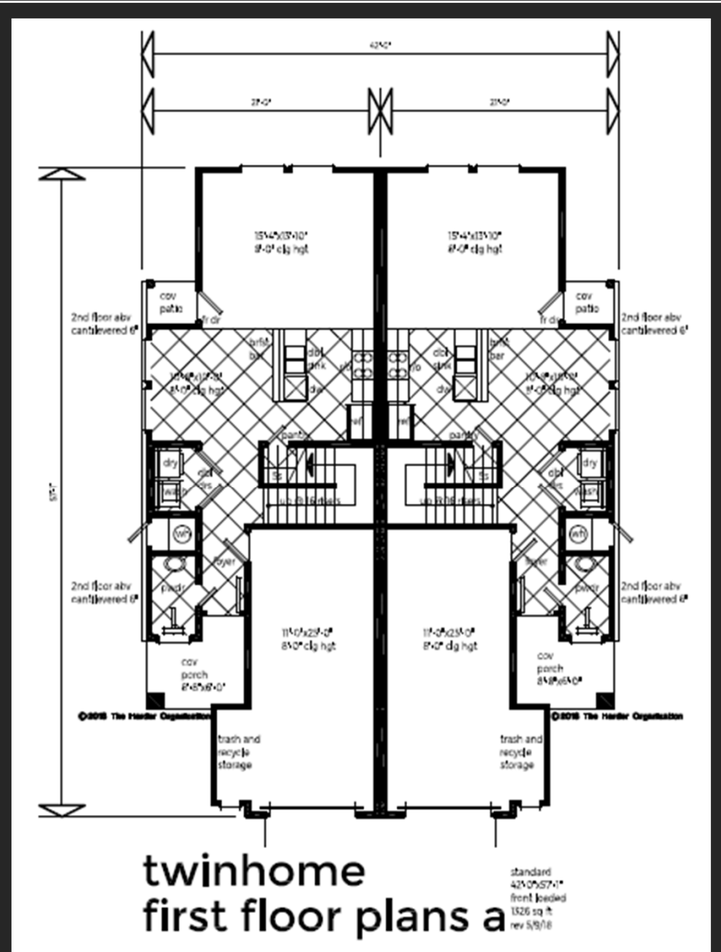


2 a.7.g **rear elevation c w/opt masonry**
scale 1/8" = 1'-0"



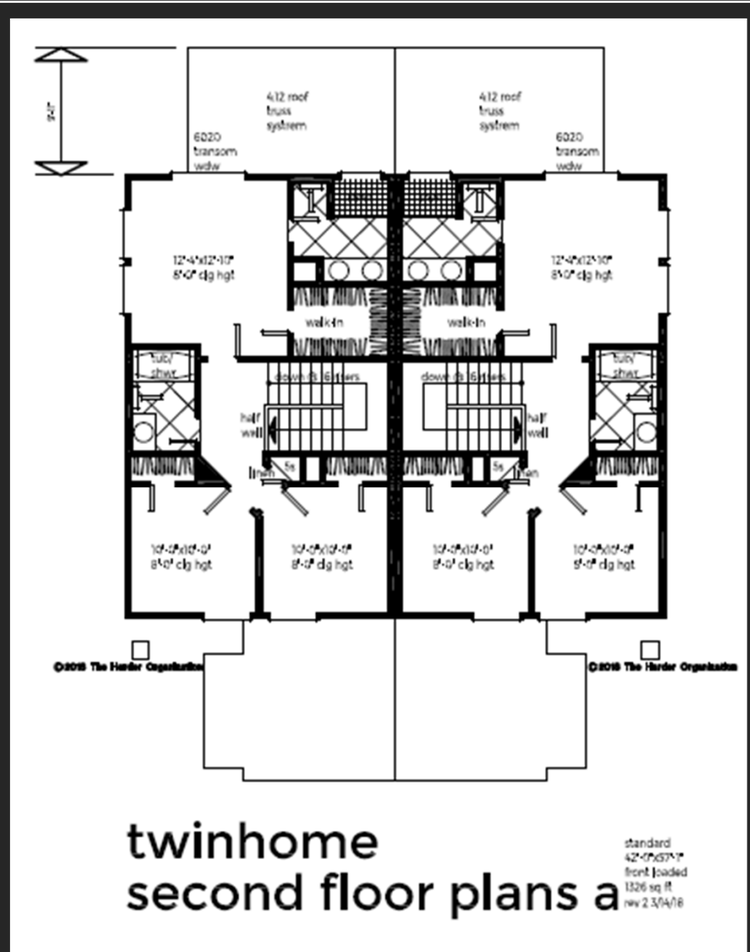
1 a.7.h **right elevation**
scale 1/8" = 1'-0"





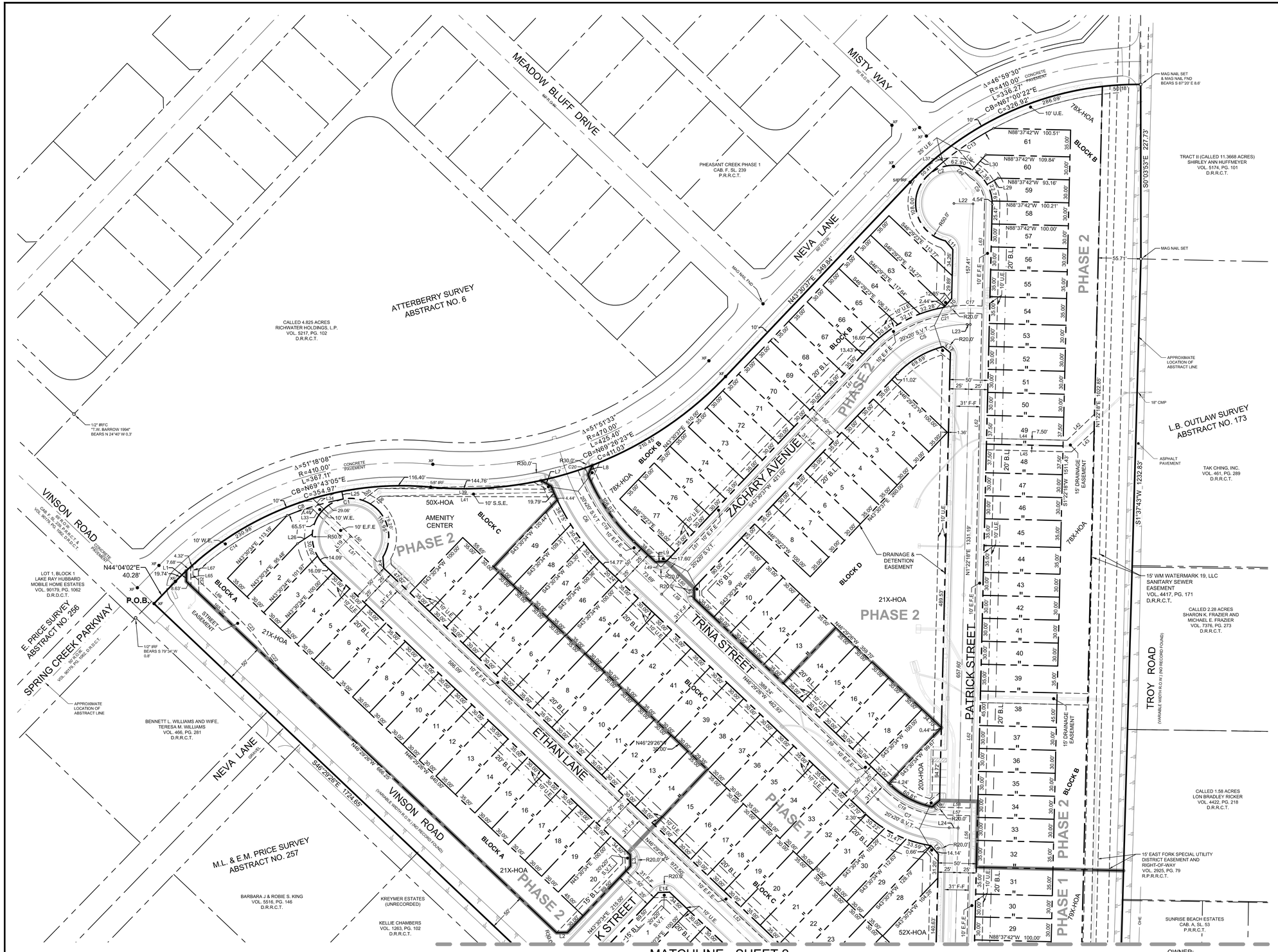
twinhome
first floor plans a

standard
42'-0"x57'-1"
front loaded
1326 sq ft
rev 5/8/18



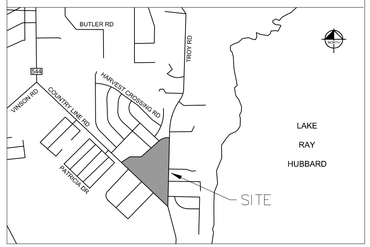
twinhome
second floor plans a

standard
42'-0"x57'-1"
front loaded
1326 sq ft
rev 2.3/14/18



VICINITY MAP

N.T.S.



NORTH

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

EASEMENTS	
DE	DRAINAGE
EFE	EAST FORK SUD
PE	PARKING
SSE	SANITARY SEWER
SVT	SIGHT VISIBILITY TRIANGLE
UE	UTILITY
WE	WATER
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
IRF	IRON ROD FOUND
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
POB	POINT OF BEGINNING
DRRCT	DEED RECOROS ROCKWALL COUNTY, TEXAS
PRRCT	PLAT RECORDS ROCKWALL COUNTY, TEXAS

P&Z 4/18/17
CC 5/9/17

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
LAKE PARK VILLAS

PHASE 1
BLOCK B, LOTS 1-31, 79X;
BLOCK C LOTS 15-49, 51X-52X;
BLOCK D, LOTS 14-19

PHASE 2
BLOCK A, LOTS 1-21X;
BLOCK B, LOTS 32-78X;
BLOCK C LOTS 1-14, 50X;
BLOCK D, LOTS 1-13, 20X-21X

165 RESIDENTIAL LOTS
8 HOA LOTS
BEING 26.586 ACRES SITUATED IN THE
ATTERBERRY SURVEY, ABSTRACT NO. 6
CITY OF WYLIE, ROCKWALL COUNTY, TEXAS

OWNER:
Wylie Vinson Troy Holding, LLC
14160 N Dallas Pkwy, Suite 760
Dallas, TX 75254
Phone: 972-965-5866
Contact : Sam Fan

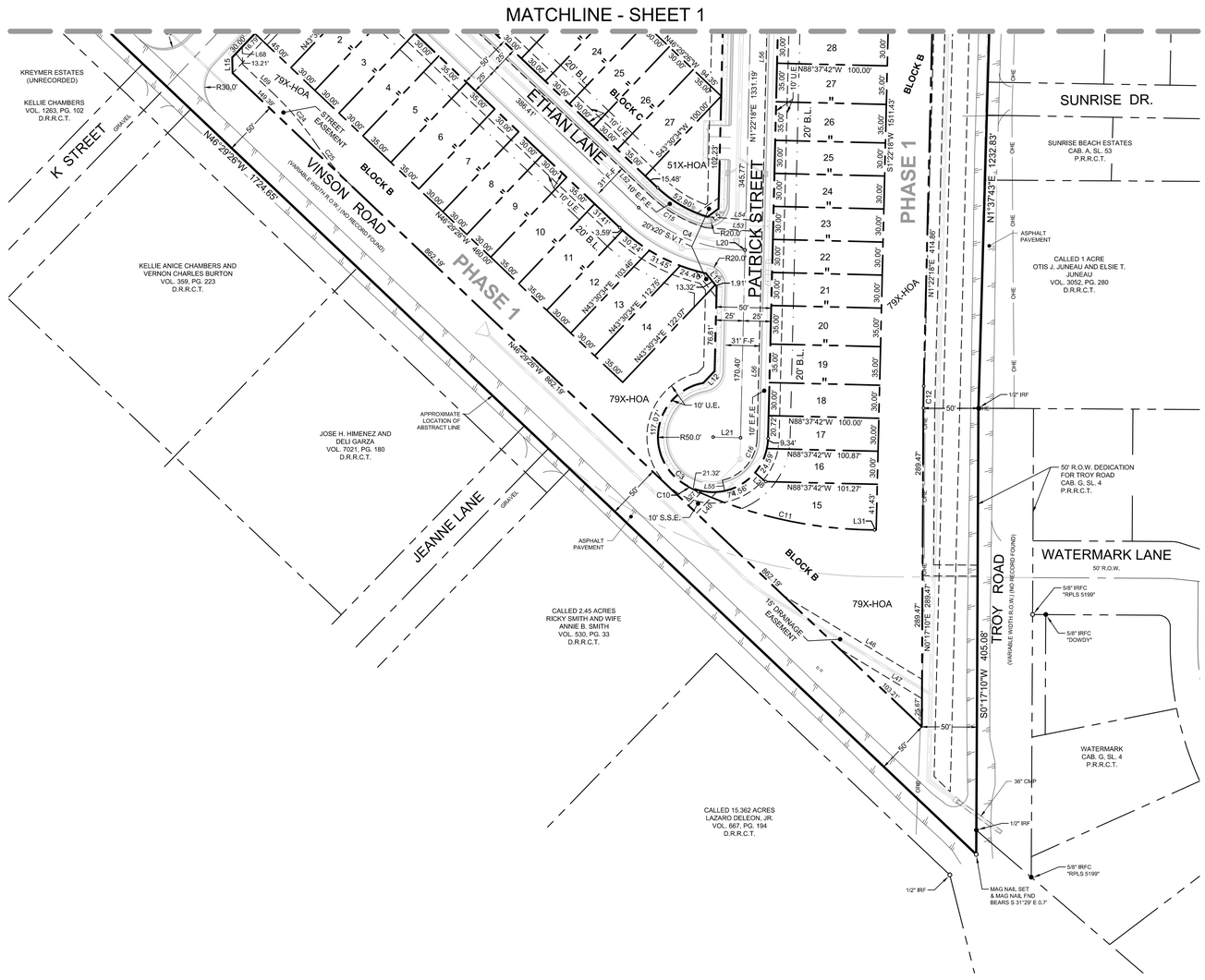
APPLICANT:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : Jay Marsh, P.E.

Kimley»Horn
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JMH	KHA	APR. 2017	063225200	1 OF 3

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All rights reserved

DWG NAME: K:\FRI_SURVEY\063225200-WYLIE - VINSON ROAD\DWG\063225200 PRELIM PLAT.DWG PLOTTED BY HOERNER, JOHN 4/13/2017 4:04 PM LAST SAVED 4/13/2017 11:07 AM


MATCHLINE - SHEET 1
K STREET
VINSON ROAD
ETHAN LANE
PATRICK STREET
SUNRISE DR.
TROY ROAD
WATERMARK LANE
JEANNE LANE
PHASE 1
PHASE 1
BLOCK B
BLOCK C
BLOCK B
BLOCK B
79X-HOA
79X-HOA
79X-HOA
51X-HOA
20' B.L.
10' U.E.
20' E.F.E.
20' S.V.I.
10' S.S.E.
10' DRAINAGE EASEMENT
STREET EASEMENT
(VARIABLE WIDTH R.O.W.) (NO RECORD FOUND)
(VARIABLE WIDTH R.O.W.) (NO RECORD FOUND)
50' R.O.W.
50' R.O.W. DEDICATION FOR TROY ROAD CAB. G, SL. 4 P.R.R.C.T.
WATERMARK CAB. G, SL. 4 P.R.R.C.T.
SUNRISE BEACH ESTATES CAB. A, SL. 53 P.R.R.C.T.
KREYMER ESTATES (UNRECORDED)
KELLIE CHAMBERS VOL. 1263, PG. 102 D.R.R.C.T.
KELLIE ANICE CHAMBERS AND VERNON CHARLES BURTON VOL. 359, PG. 223 D.R.R.C.T.
JOSE H. HIMENEZ AND DELI GARZA VOL. 7021, PG. 180 D.R.R.C.T.
CALLED 2.45 ACRES RICKY SMITH AND WIFE ANNIE B. SMITH VOL. 530, PG. 33 D.R.R.C.T.
CALLED 15.362 ACRES LAZARO DELEON, JR. VOL. 667, PG. 194 D.R.R.C.T.
CALLED 1 ACRE OTIS J. JUNEAU AND ELSIE T. JUNEAU VOL. 3052, PG. 280 D.R.R.C.T.
APPROXIMATE LOCATION OF ABSTRACT LINE
ASPHALT PAVEMENT
ASPHALT PAVEMENT
GRAVEL
GRAVEL
N46°29'26"W 1724.65'
N46°29'26"W 862.19'
N46°29'26"W 862.19'
N43°30'34"E 460.00'
S01°17'10"W 405.08'
N01°17'10"E 268.47'
S01°17'10"E 268.47'
N88°37'42"W 100.00'
N88°37'42"W 100.87'
N88°37'42"W 101.27'
N88°37'42"W 100.00'
N1°22'18"E 1331.19'
N1°22'18"E 345.77'
N1°22'18"E 414.86'
N1°37'43"E 1232.83'
S1°22'16"W 1911.43'
S43°30'34"E 102.22'
S46°29'26"E 102.00'
S46°30'34"E 102.24'
S43°30'34"E 122.07'
S45°30'34"E 122.07'
N43°30'34"E 102.46'
N43°30'34"E 102.24'
N43°30'34"E 31.76'
N43°30'34"E 31.76'
S46°29'26"E 102.00'
S46°29'26"E 102.00'
S46°29'26"E 102.00

STATE OF TEXAS §

COUNTY OF ROCKWALL §

CITY OF WYLIE §

WHEREAS WYLIE VINSON TROY HOLDING, LLC, are the sole owners of a tract of land situated in the Atterberry Survey, Abstract No. 6, City of Wylie, Rockwall County, Texas and being all of a called 26.586 acre tract of land described in Special Warranty Deed to Wylie Vinson Troy Holdings, LLC, as recorded in Instrument No. 20160000014754, Official Public Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the northwest corner of said 26.586 acre tract, being at the intersection of the centerline of Vinson Road, a variable width right-of-way, with the southeasterly right-of-way line of Neva Lane, a 60 foot wide right-of-way;

THENCE departing the centerline of said Vinson Road, along the northwesterly line of said 26.586 acre tract and the southeasterly right-of-way line of said Neva Lane, the following courses:

North 44°04'02" East, a distance of 40.28 feet to an "X" cut in concrete found at the beginning of a tangent curve to the right having a central angle of 51°18'08", a radius of 410.00 feet, a chord bearing and distance of North 69°43'05" East, 354.97 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 367.11 feet to a 5/8 inch iron rod found at the beginning of a reverse curve to the left having a central angle of 51°51'33", a radius of 470.00 feet, a chord bearing and distance of North 69°26'23" East, 411.03 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 425.40 feet to an "X" cut in concrete found for corner at the end of said curve;

North 43°30'37" East, a distance of 349.84 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right having a central angle of 46°59'30", a radius of 410.00 feet, a chord bearing and distance of North 67°00'22" East, 326.92 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 336.27 feet to a mag nail set for the northeast corner of said 26.586 acre tract on the westerly line of a called 11.3668 acre tract of land described as Tract II in a deed to Shirley Ann Huffmeyer, as recorded in Volume 5174, Page 101, Deed Records, Rockwall County, Texas, same being in Troy Road, a variable width right-of-way, from which a mag nail found for witness bears South 87°20' East, 8.6 feet;

THENCE South 00°03'53" East, along the easterly line of said 26.586 acre tract, the westerly line of said Tract II, and crossing said Troy Road, a distance of 227.73 feet to a mag nail set for the southwest corner of said Tract II, being on the centerline of said Troy Road;

THENCE South 01°37'43" West, continuing along the easterly line of said 26.586 acre tract and along the centerline of said Troy Road, a distance of 1232.83 feet to a 1/2 inch iron rod found for the southwest corner of a called 1 acre tract of land described in a deed to Otis J. Juneau and Elsie T. Juneau, as recorded in Volume 3052, Page 280, said Deed Records, common to the northwest corner of Watermark, according to the plat thereof recorded in Cabinet G, Slide 4, Plat Records, Rockwall County, Texas;

THENCE South 00°17'10" West, continuing along the easterly line of said 26.586 acre tract and the centerline of said Troy Road, a distance of 405.08 feet to a mag nail set for the southerly corner of said 26.586 acre tract, being at the intersection of the centerline of said Troy Road with the centerline of aforesaid Vinson Road, from which a mag nail found for witness bears South 31°29' East, 0.7 feet;

THENCE North 46°29'26" West, departing the centerline of said Troy Road, along the southwesterly line of said 26.586 acre tract and the centerline of said Vinson Road, a distance of 1724.65 feet to the **POINT OF BEGINNING** and containing 26.586 acres (1,158,070 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **WYLIE VINSON TROY HOLDING, LLC**, ACTING HEREIN BY AND THROUGH HIS (ITS) DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **LAKE PARK VILLAS**, AN ADDITION TO THE CITY OF WYLIE, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN 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 EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF WYLIE'S USE THEREOF. CITY OF WYLIE, TEXAS SUBDIVISION ORDINANCE ADOPTED 2-25-03, AMENDED 7-24-07.

THE CITY OF WYLIE AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF WYLIE AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

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

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

BY: WYLIE VINSON TROY HOLDING, LLC

By: _____
Sam Fan - 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 _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Wylie, Texas.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

RECOMMENDED FOR APPROVAL

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

APPROVED FOR CONSTRUCTION

_____ _____
Mayor — Date
City of Wylie, Texas

ACCEPTED

_____ _____
Mayor — Date
City of Wylie, Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the **LAKESIDE ON TROY**, a subdivision or 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, easements, public places, and water and sewer lines as shown and set forth in and upon said pla 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
Ciy of Wylie, Texas

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
LAKE PARK VILLAS

PHASE 1
BLOCK B, LOTS 1-31, 79X;
BLOCK C LOTS 15-49, 51X-52X;
BLOCK D, LOTS 14-19

PHASE 2
BLOCK A, LOTS 1-21X;
BLOCK B, LOTS 32-78X;
BLOCK C LOTS 1-14, 50X;
BLOCK D, LOTS 1-13, 20X-21X

165 RESIDENTIAL LOTS
8 HOA LOTS
BEING 26.586 ACRES SITUATED IN THE
ATTERBERRY SURVEY, ABSTRACT NO. 6
CITY OF WYLIE, ROCKWALL COUNTY, TEXAS

OWNER:
Wylie Vinson Troy Holding, LLC
14160 N Dallas Pkwy, Suite 760
Dallas, TX 75254
Phone: 972-965-5866
Contact : Sam Fan

APPLICANT:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone: 972-335-3580
Fax: 972-335-3779
Contact : Jay Marsh, P.E.

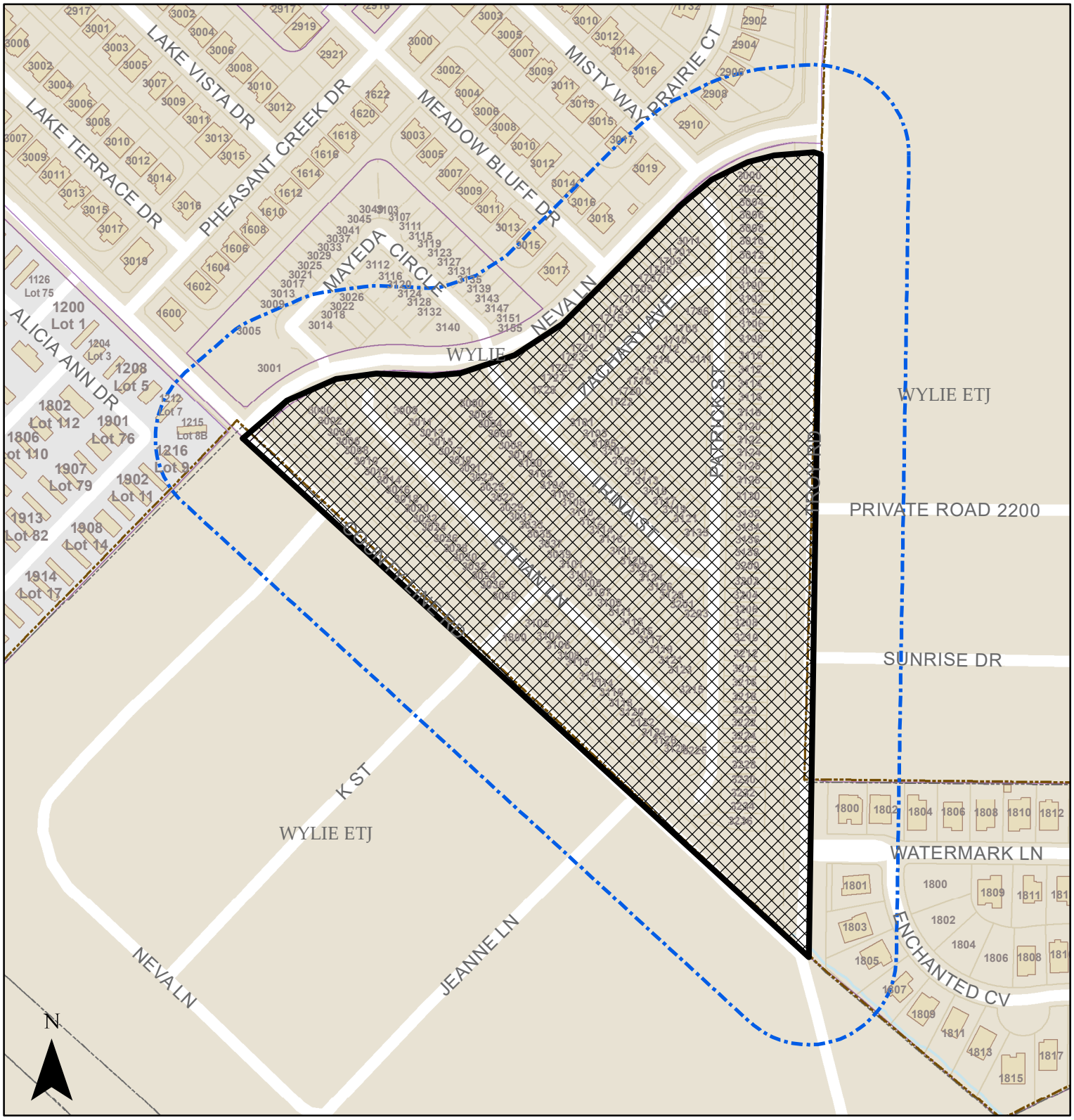
Kimley»Horn
5750 Genesis Court, Suite 200 — Tel. No. (972) 335-3580
Frisco, Texas 75034 — FIRM # 10193822 — Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	APR. 2017	063225200	3 OF 3

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All rights reserved

DWG NAME: K:\FRI_SURVEY\063225200-WYLIE - VINSON ROAD\DWG\063225200 PRELIM PLAT.DWG PLOTTED BY HOEFNER, JOHN 4/13/2017 11:07 AM LAST SAVED 4/13/2017 9:45 AM

Notification Map



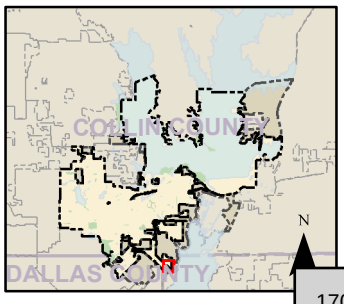
ZC 2020-17

200 Foot Notifcation Buffer

Subject Property

0 145 290 580 870 1,160 Feet

CITY OF WYLIE





MJP
MICHAEL JOYCE
PROPERTIES

Wylie Lake Park Villas

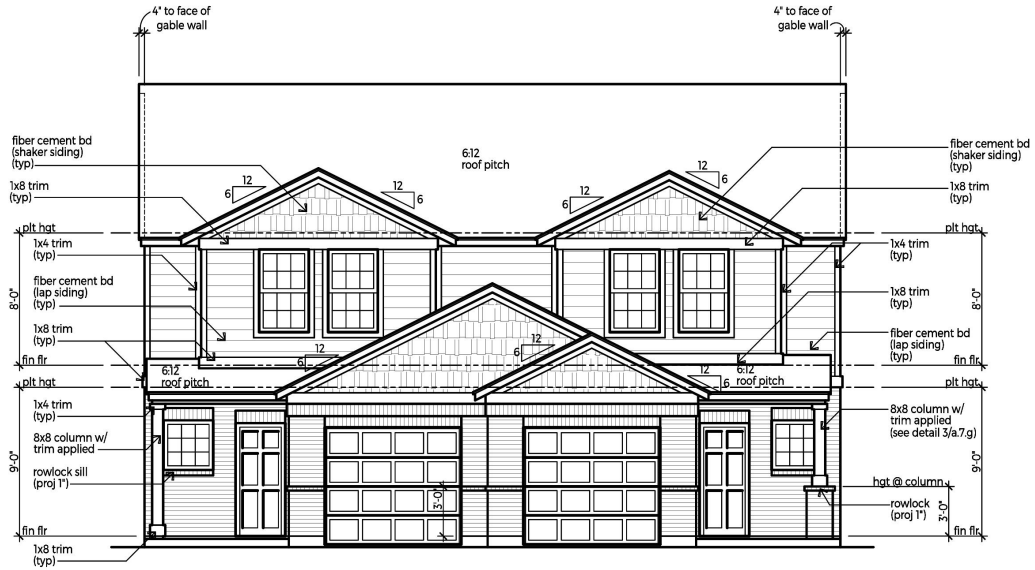
- Objective – propose building material façade requirements

Wylie Lake Park Villas

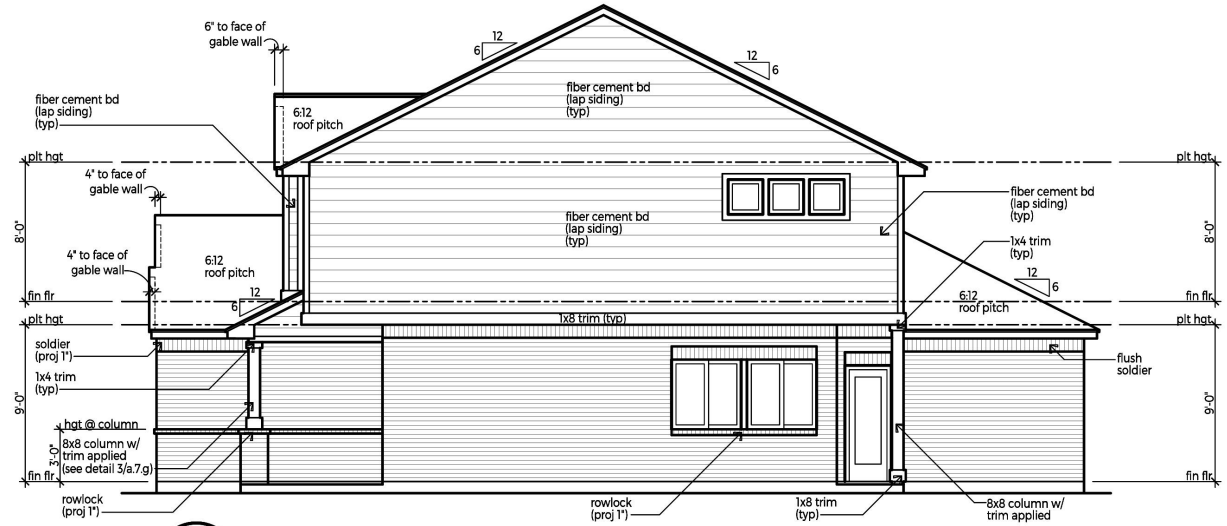
- All exterior building faces, excluding doors and windows, shall consist of 80% masonry to include brick, stone, stucco or masonry board

- 100% brick or stone on first floor





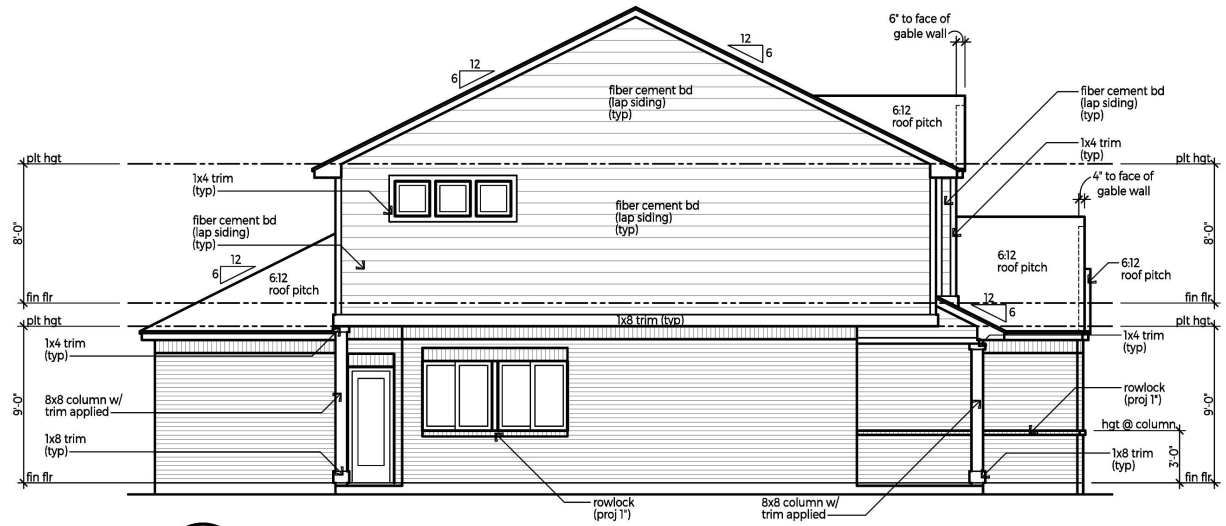
1 a.7.g **front elevation**
scale 1/8" = 1'-0"



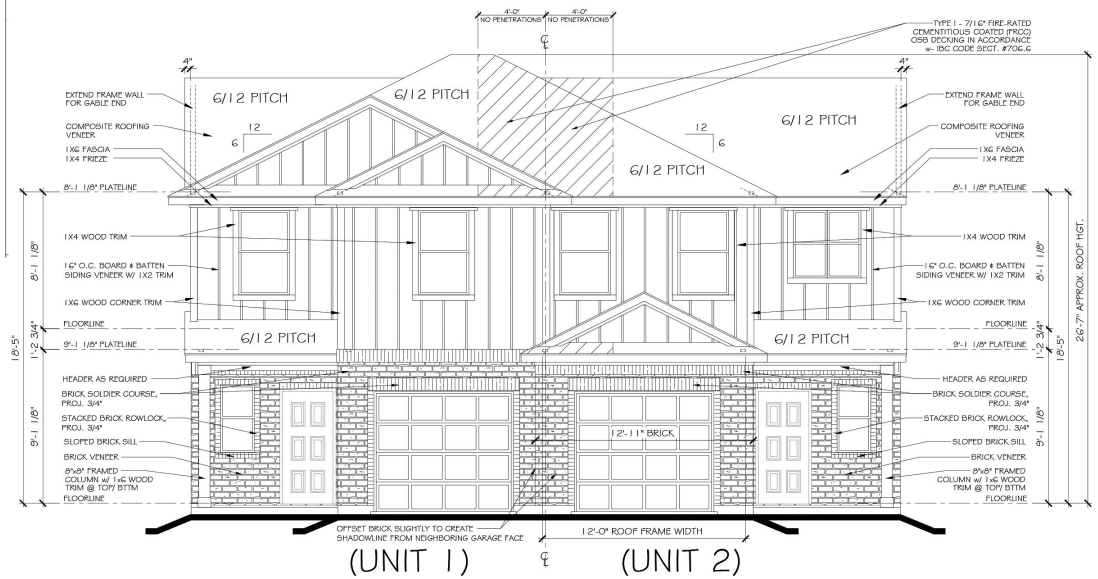
1 a.7.h **right elevation**
scale 1/8" = 1'-0"



2 a.7.g **rear elevation**
scale 1/8" = 1'-0"



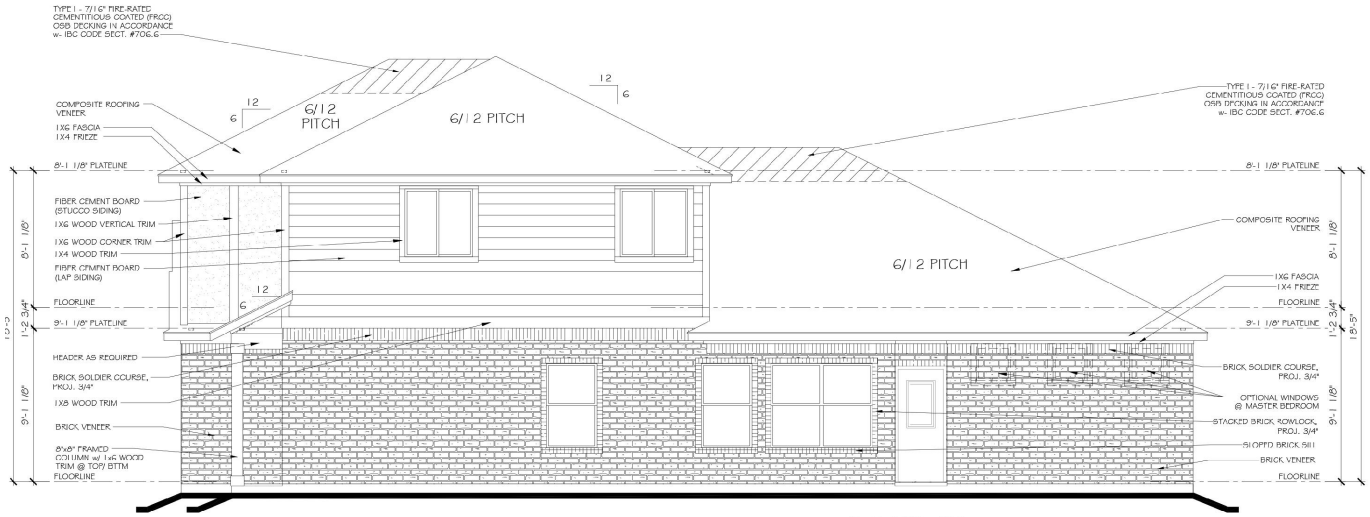
2 a.7.h **left elevation**
scale 1/8" = 1'-0"



(UNIT 1) (UNIT 2)

FRONT ELEVATION "B"

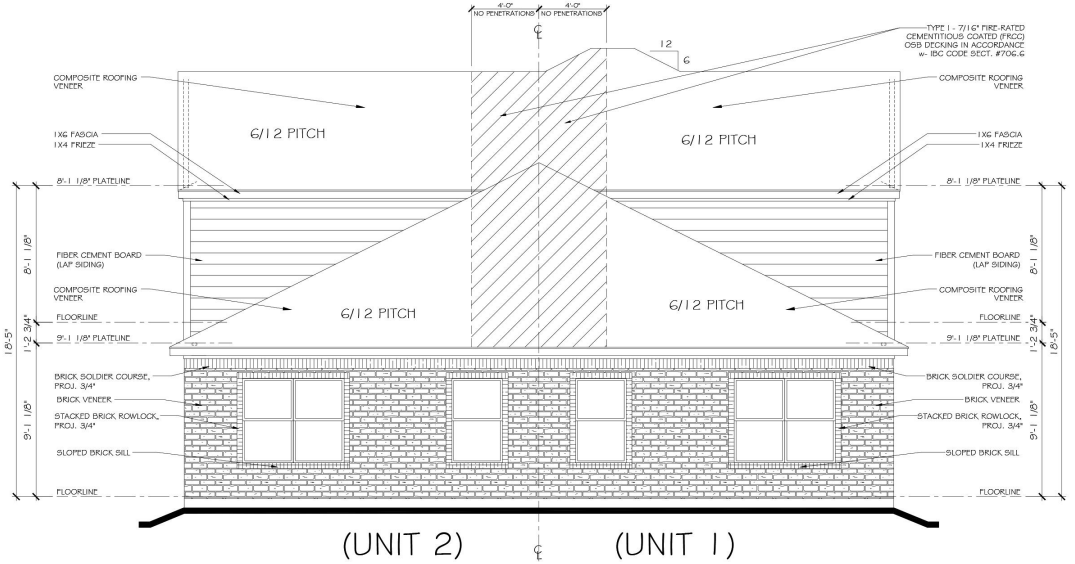
SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)



RIGHT ELEVATION

(UNIT 2)

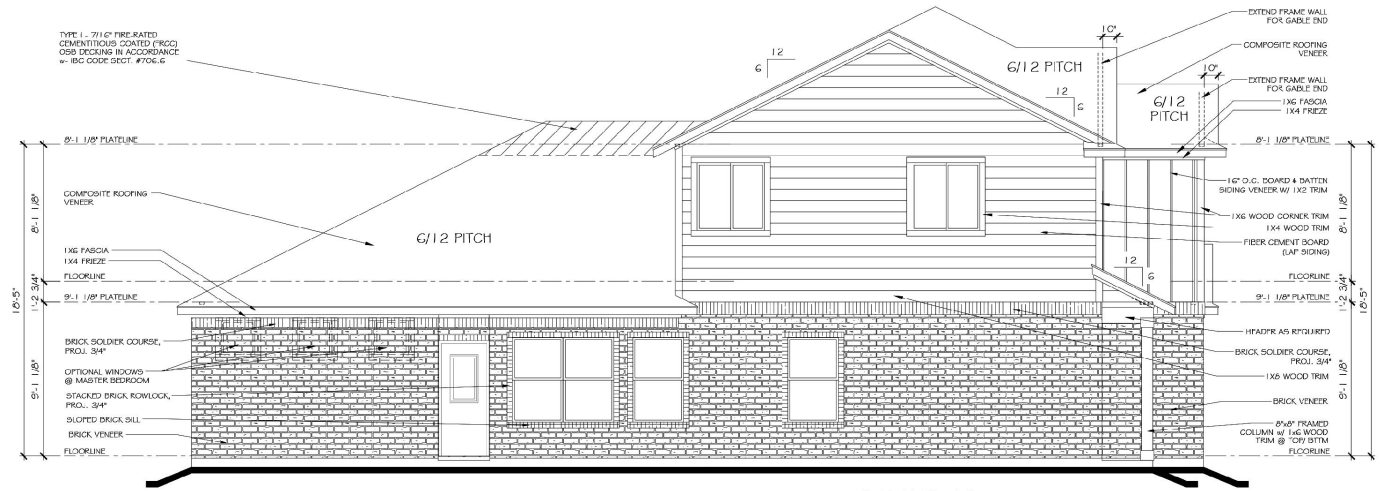
SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)



(UNIT 2) (UNIT 1)

REAR ELEVATION "B"

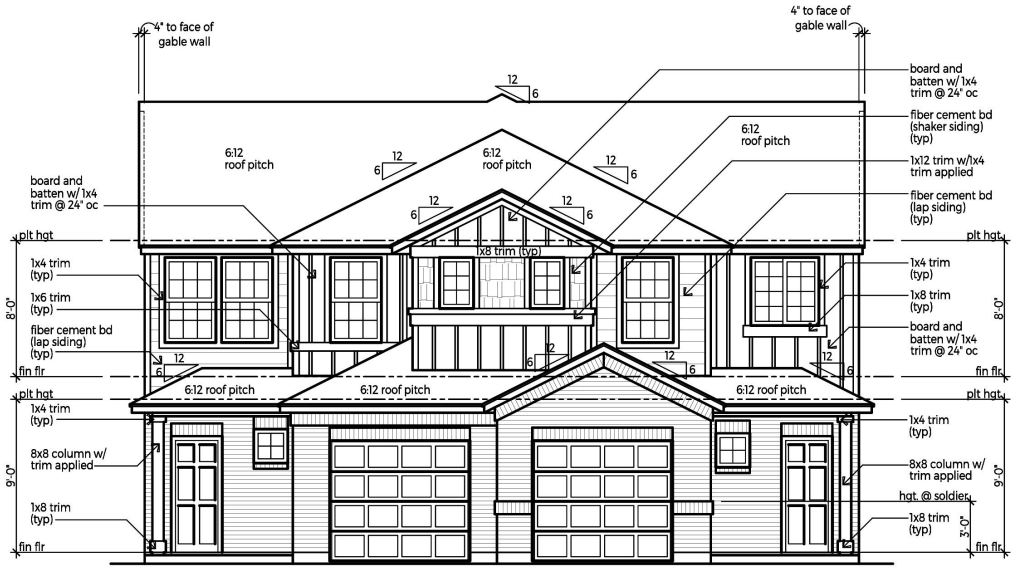
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1/8" = 1'-0" (11"x17" SHEET)



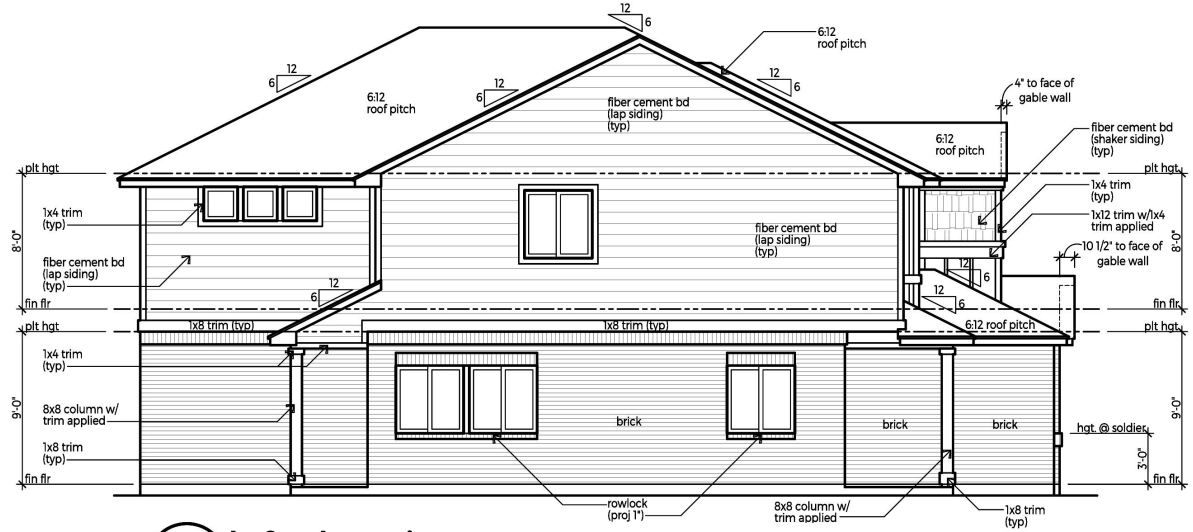
LEFT ELEVATION "B"

(UNIT 1)

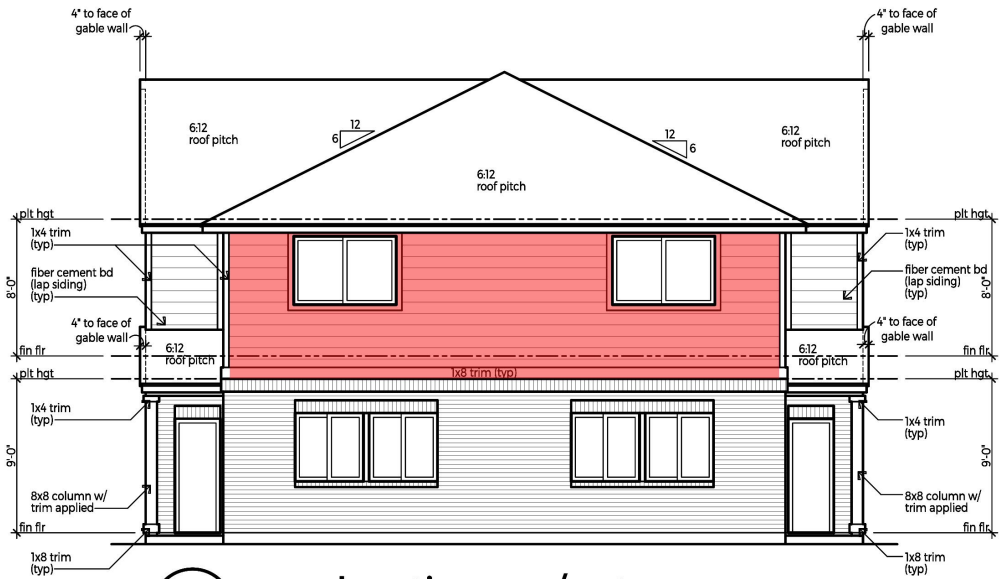
SCALE: 1/4" = 1'-0" (22"x34" SHEET)
1/8" = 1'-0" (11"x17" SHEET)



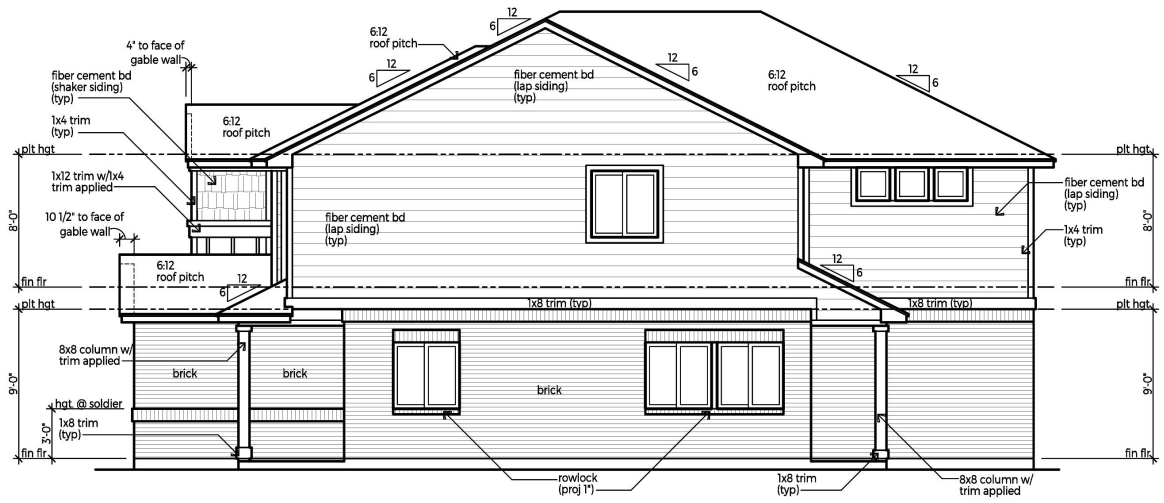
1 a.7.g **front elevation**
scale 1/8" = 1'-0"



2 a.7.h **left elevation**
scale 1/8" = 1'-0"



2 a.7.g **rear elevation c w/opt masonry**
scale 1/8" = 1'-0"



1 a.7.h **right elevation**
scale 1/8" = 1'-0"



Thank You

MICHAEL JOYCE
PROPERTIES

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:**

Prepared By: Melissa Beard

Subject

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", including the adoption of Ordinance No. 2021-10 authorizing the issuance of "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021"; specifying the terms and features of said certificates; providing for the payment of said Certificates of Obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and features of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of an official statement pertaining thereto; and providing an effective date.

Recommendation

Motion to approve Ordinance No. 2021-10 and all matters incident and related to the issuance and sale of "City of Wylie Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", as provided for in Agenda Item #3.

Discussion

At the February 25, 2020 council meeting/work session, a budget discussion for funding the construction of Fire Station #4 was held. Council directed staff to proceed with the issuance of debt for this purpose. On November 17, 2020 Council approved the publication of the notice of intent to issue the Certificates of Obligation. The notice was published in *The Wylie News* on December 9, 2020 and December 16, 2020. Bids will be received for the sale of these certificates on the morning of February 9, 2021 and presented to Council at the regular meeting that evening by our financial advisors, Hilltop Securities. After bids are completed in the morning, our bond attorneys will complete the blank spaces within the body of the attached ordinance. The completed ordinance will be available for review by council before the meeting.

ORDINANCE NO. 2021-10

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WYLIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES DERIVED FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; PROVIDING THE TERMS AND FEATURES OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $5,600,000 for the purpose of paying contractual obligations to be incurred for (i) construction, improvement, expansion and equipping fire-fighting facilities and (ii) professional services rendered in connection with such project and the financing thereof, has been (a) duly published in *The Wylie News*, a newspaper hereby found and determined to be of general circulation in the City of Wylie, Texas, on December 9, 2020 and December 16, 2020, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided;

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $_____, to be designated and bear the title "CITY OF WYLIE, TEXAS,

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) construction, improvement, expansion and equipping fire-fighting facilities and (ii) professional services rendered in connection with such project and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated February 1, 2021 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months), and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2022, until maturity or prior redemption.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter

called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid,

to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 2031 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2030, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by $5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange

of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 19 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7. Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers on the Certificates may be

manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any

Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED NO. ____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WYLIE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
February 1, 2021	_____%	February 15, 20__	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the

"Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) construction, improvement, expansion and equipping fire-fighting facilities and (ii) professional services rendered in connection with such project and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after February 15, 2031, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2030, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations

provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge of the Net Revenues for the payment of the Certificates being limited to an amount of $1,000 and, together with a parity pledge securing the payment of the Previously Issued Certificates, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of Prior Lien Obligations now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Certificates and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents; for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the principal of and interest on the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly

endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF WYLIE, TEXAS

_____

Mayor

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO._____
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

_____ By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

_____

_____

_____

_____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

_____

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____

Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in subsection (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
$____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WYLIE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date: February 1, 2021

Registered Owner: _____

Principal Amount: _____ MILLION ____ HUNDRED THOUSAND DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF STATED MATURITY	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchasers at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2022, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Certificates" shall mean the "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021" authorized by this Ordinance.

(b) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "City" shall mean the City of Wylie, Texas.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Gross Revenues" shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(h) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or

such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" shall mean Gross Revenues of the System, with respect to any period, after deducting the System's Maintenance and Operating Expenses during such period.

(j) The term "Outstanding", when used in this Ordinance with respect to Certificates, shall mean, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 20 hereof; and

(3) those mutilated, destroyed, lost, or stolen Certificates which have been replaced with Certificates registered and delivered in lieu thereof as provided in Section 19 hereof.

(k) The term "Previously Issued Certificates" shall mean the outstanding "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2010", dated July 15, 2010, "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017", dated May 1, 2017 and "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018", dated April 1, 2018.

(l) The term "Prior Lien Obligations" shall mean obligations hereafter issued which by the terms of the authorizing ordinance are made payable from and secured by a lien on and pledge of the Net Revenues of the System ranking prior and superior to the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(m) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated potable water and the collection, treatment and disposal of water carried wastes, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term "System" shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or

constructed by or on behalf of the City with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being special revenue obligations of the City which are not bonds but which are payable from and secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the bonds including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 11. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2021 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such Fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary of the City, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) or other applicable laws governing the investment of interest and sinking funds; provided that all such investments shall be made in such a manner that the money required to be expended from the Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, the Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12. Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13. Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an aggregate amount not to exceed $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and shall be on an parity in all respects with the lien on the Net Revenues securing the payment of the Previously Issued Certificates until such time as the City shall pay all of such $1,000 after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the limited pledge of the Net Revenues of the System granted by the City under this Section 13, and such limited pledge is

therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the limited pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said limited pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said limited pledge to occur.

SECTION 14. System Fund. The City hereby covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "Water and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, appropriated and budgeted to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Maintenance and Operating Expenses as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: Equally and ratably, to the payment of the limited amounts pledged to the payment of the Previously Issued Certificates and the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Special Covenants. The City hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.56 and 1502.58 and Texas Local Government Code, Sections 271.041, et seq.

(2) Other than for the payment of the outstanding Prior Lien Obligations, the Previously Issued Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 17. Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and such Prior Lien Obligations hereafter issued may be payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and secured in such manner as the City Council may determine. Additionally, the City reserves the right without any limitations or restrictions to issue additional obligations payable (in whole or in part) from and secured by lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien on and pledge of such Net Revenues securing the payment of the Previously Issued Certificates and the Certificates.

SECTION 18. Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security of the Certificates.

SECTION 19. Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the

destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 20. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 21. Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 37 hereof. The City may, without the consent of or notice to any Holders,

from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 22. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment

(or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or

such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 23. Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of $_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered as provided in the winning bid.

SECTION 24. Official Statement. The use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, Finance Director or City Manager, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated February 9, 2021, in the reoffering, sale and delivery of the Certificates to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized to deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content authorized to be delivered by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank or used to pay costs of issuance. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26. Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 27. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered

as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 37. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that

"financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB: (1) within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City of the general type included in Tables numbered 1 through 6 and 8 through 15 of the final Official Statement approved in Section 24 of this Ordinance and (2) within twelve months after the end of each fiscal year ending in or after 2021, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates

in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 38. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Finance Director or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41. Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[*Remainder of page intentionally left blank*]

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 9th day of February, 2021.

Matthew O. Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:**

Prepared By: Melissa Beard

Subject

Discussion and consideration of all matters incident and related to the issuance of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021", including the adoption of Ordinance No. 2021-11 authorizing the issuance of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021"; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the city; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of a preliminary official statement and an official statement; and providing an effective date.

Recommendation

Motion to approve Ordinance No. 2021-11 and all matters incident and related to the issuance of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021", as provided for in Agenda Item #4.

Discussion

On November 17, 2020 Council approved the publication of the notice of intent to issue General Obligation Refunding Bonds. The notice was published in *The Wylie News* on December 9, 2020 and December 16, 2020. Bids will be received for the sale of these bonds on the morning of February 9, 2021 and presented to Council at the regular meeting that evening by our financial advisors, Hilltop Securities. After bids are completed in the morning, our bond attorneys will complete the blank spaces within the body of the attached ordinance. The completed ordinance will be available for review by council before the meeting.

ORDINANCE NO. 2021-11

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WYLIE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021"; SPECIFYING THE TERMS AND FEATURES OF SAID BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE CITY; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Wylie, Texas (the "City") has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issues or series, to wit (hereinafter referred to collectively as the "Refunded Obligations"):

(i) "City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2010," dated July 15, 2010, scheduled to mature on February 15 in each of the years 2022 through 2025, inclusive, and aggregating in the principal amount of $415,000 (the "Refunded Certificates"); and

(ii) "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2010," dated July 15, 2010, scheduled to mature on February 15 in each of the years 2022 through 2028, inclusive, and aggregating in the principal amount of $5,120,000 (the "Refunded Bonds");

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations should be refunded at this time, and such refunding will result in the City saving approximately $_____ in debt service payments on such indebtedness and further provide a net present value savings of approximately $_____;

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the

aggregate principal amount of $_____ to be designated and bear the title "CITY OF WYLIE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Obligations") and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations-Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated February 1, 2021 (the "Bond Date"), shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15 in each of the years and in the principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		

The Bonds shall bear interest on the unpaid principal amounts from the date of initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2022, until maturity.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Paying

Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by first class United States mail, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at the Stated Maturities thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent by first class United States mail, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by first class United States mail, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: No Redemption. The Bonds are not subject to redemption prior to maturity.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly

authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by first class United States mail, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor

definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED NO. ___ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WYLIE, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2021

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
February 1, 2021	_____%	February 15, 20__	_____

Registered Owner:

Principal Amount:

The City of Wylie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified

above the Principal Amount hereinabove stated (without right of prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022, until maturity. Principal of this Bond shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by first class United States mail, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of the Refunded Obligations (identified and defined in the Ordinance hereinafter referenced) and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are not subject to redemption prior to maturity.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be

discharged at its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by first class United States mail, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF WYLIE, TEXAS

_____
Mayor

COUNTERSIGNED:

_____
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in East Syracuse, New York is the "Designated Payment/Transfer Office" for this Bond.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration date:

_____

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

(Social Security or other identifying number _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

_____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

Heading and first paragraph shall read as follows:

REGISTERED REGISTERED
NO. T-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WYLIE, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2021

Bond Date: February 1, 2021

Registered Owner: _____

Principal Amount: _____ MILLION ___ HUNDRED THOUSAND DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), the Principal Amount hereinabove stated on February 15 in each of the years and in the principal installments in accordance with the following schedule:

YEAR OF MATURITY	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from schedule in Section 2 hereof)

(without right of prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of initial delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022, until maturity. Principal installments of this Bond are payable on the Stated Maturity dates to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by first class United States mail, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or

executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2021 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or

purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 28 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than

those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall

retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of its general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and Finance Director, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations being refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations being refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding of the Refunded Obligations. The Bonds are a current refunding of the Refunded Obligations in that the Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

SECTION 15: Sale of Bonds –Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to the Purchasers at the price of par plus premium in the amount of $_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director or City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated February 9, 2021, in the reoffering, sale and delivery of the Bonds to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized and directed to cause to be delivered for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 17: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance) shall be deposited with the paying agent for the Refunded Obligations for the redemption and payment of the

Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the paying agent for the Refunded Obligations for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance. Any surplus proceeds of sale of the Bonds remaining after paying costs of issuance shall be deposited to the credit of the Interest and Sinking Fund.

[Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, the City Manager or the Finance Director shall cause to be transferred in immediately available funds to the paying agent for the Refunded Obligations from moneys on deposit in the interest and sinking funds maintained for the payment of the Refunded Obligations the sum of $_____ to accomplish the refunding.**]**

SECTION 18: Redemption of Refunded Obligations.

The Refunded Obligations shall be redeemed and the same are hereby called for redemption on March 23, 2021, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with suggested forms of notices of redemption to be sent to holders of the Refunded Obligations, with the current paying agent/registrar for the Refunded Obligations, in accordance with the redemption provisions applicable to such obligations; such suggested forms of notices of redemption being attached hereto as **Exhibit B** and **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes.

The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the ordinances authorizing the issuance of such Refunded Obligations and this Ordinance.

SECTION 19: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by first class United States mail, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 21: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Norton Rose Fulbright US LLP, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 22: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 23: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 24: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 25: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2021, financial information and operating data with respect to the City of the general type included in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2021, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data and financial statements to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section

shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders

and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 29: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Finance Director or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 31: Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 33: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 9th day of February, 2021.

Matthew O. Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

NOTICE OF REDEMPTION

CITY OF WYLIE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2010
Dated July 15, 2010

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after February 15, 2022, and aggregating in the principal amount of $415,000, have been called for redemption on March 23, 2021 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

Year of Maturity	Principal Amount ($)	CUSIP Number
2022	100,000	
2023	100,000	
2024	105,000	
2025	110,000	

ALL SUCH CERTIFICATES shall become due and payable on March 23, 2021, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates shall be paid to the registered owners of the certificates only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. at its designated offices at the following addresses:

First Class/ Registered/Certified:	Express Delivery/Courier:	By Hand Only:
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said certificates and pursuant to an ordinance by the City Council of the City of Wylie, Texas.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

EXHIBIT C

NOTICE OF REDEMPTION

CITY OF WYLIE, TEXAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2010
Dated July 15, 2010

NOTICE IS HEREBY GIVEN that the bonds of the above series maturing on and after February 15, 2022, and aggregating in the principal amount of $5,120,000, have been called for redemption on March 23, 2021 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

Year of Maturity	Principal Amount ($)	CUSIP Number
2022	685,000	
2023	675,000	
2024	695,000	
2025	720,000	
2026	750,000	
2027	780,000	
2028	815,000	

ALL SUCH BONDS shall become due and payable on March 23, 2021, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. at its designated offices at the following addresses:

First Class/ Registered/Certified:	Express Delivery/Courier:	By Hand Only:
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to an ordinance by the City Council of the City of Wylie, Texas.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, Resolution No. 2021-04(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2021-03(R), which ordered a General Election to be held on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; designating locations of polling places and providing a repealing clause.

Recommendation

A motion to approve Resolution No. 2021-04(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2021-03(R), which ordered a General Election to be held on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; designating locations of polling places and providing a repealing clause.

Discussion

In accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Wylie, Texas, and pursuant to Resolution No. 2021-03(R), a General Election was ordered to be held on May 1, 2021, for the purpose of electing persons to the offices of Council Members for Places 2 and 4.

This Resolution amends Sections 2 and 3 of Resolution No. 2021-03(R) stipulating the polling place where qualified voters can cast ballots for the election. Early voting by personal appearance and Election Day voting will be held at the following location:

- Collin, Dallas, and Rockwall County City of Wylie voters - Collin College Wylie Campus, 391 Country Club Road, Wylie, Texas 75098

Collin County voters may vote at any of the additional Early Voting and Election Day locations open under full contract services with the County Elections Administration.

RESOLUTION NO. 2021-04(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN, DALLAS AND ROCKWALL COUNTIES, TEXAS, AMENDING RESOLUTION NO. 2021-03(R), WHICH ORDERED A GENERAL ELECTION TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR AND THE CITY OF WYLIE ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING THE POSITIONS OF TWO COUNCIL MEMBERS (PLACE 2 AND PLACE 4) OF THE WYLIE CITY COUNCIL, TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING A REPEALING CLAUSE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Wylie, Texas, and pursuant to Resolution No. 2021-03(R), a General Election was ordered to be held on May 1, 2021, for the purpose of electing persons to the offices of Council Members for Places 2 and 4; and

WHEREAS, the City Council finds that it is necessary to amend Resolution No. 2021-03(R), as set forth herein.

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

SECTION 1: Section 2 of Resolution No. 2021-03(R) is hereby amended as follows:

"The entire City shall constitute one election precinct for this election and the Collin College Wylie Campus, 391 Country Club Road, Wylie, Texas, 75098 is hereby designated as the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract for election administration services.

Polling Place

Collin College Wylie Campus
391 Country Club Road
Wylie, Texas 75098

Election polls shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election."

SECTION 2: Section 3 of Resolution No. 2021-03(R) is hereby amended as follows:

"Early voting by personal appearance shall be available at the Collin College Wylie Campus, 391 Country Club Road, Wylie, Texas, 75098. Collin County voters may vote at any of the additional voting locations open under full contract services with the Collin County Elections Administration.

Early voting will begin on Monday, April 19, 2021 and continue through Tuesday, April 27, 2021 during the normal working hours of 8:00 a.m. to 5:00 p.m. with extended voting hours on Saturday, April 24, 2021 from 8:00 a.m. to 5:00 p.m.; and Monday, April 26, 2021 and Tuesday, April 27, 2021 from 7:00 a.m. to 7:00 p.m. For Collin County voters, applications for ballot by mail shall be requested from and mailed to the Collin County Elections Administration: Attn: Bruce Sherbet, 2010 Redbud Blvd. #102, McKinney, Texas 75069 or absenteemailballoting@collincountytx.gov. For Dallas County and Rockwall County voters, applications for ballot by mail shall be requested from and mailed to the City of Wylie, Attn: Stephanie Storm, 300 Country Club Road, Building 100, Wylie, Texas 75098 or stephanie.storm@wylietexas.gov. Applications for ballots by mail must be received no later tan the close of business on April 20, 2021."

SECTION 4: Resolution No. 2021-03(R) shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin, Dallas, and Rockwall Counties, Texas, on this 9th day of February, 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

RESOLUTION NO. 2021-03(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN, DALLAS AND ROCKWALL COUNTIES, TEXAS, ORDERING THE GENERAL ELECTION TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR AND THE CITY OF WYLIE ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING THE POSITIONS OF TWO COUNCIL MEMBERS (PLACE 2 AND PLACE 4) OF THE WYLIE CITY COUNCIL, TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; DESIGNATING LOCATIONS OF POLLING PLACES; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION.

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

SECTION 1: An election is hereby ordered to be held on Saturday, May 1, 2021, for the purpose of electing two Council members to fill the following expiring terms on the Wylie City Council: Place 2 and Place 4.

SECTION 2: The entire City shall constitute one election precinct for this election and the Smith Public Library, 300 Country Club Road, Building 300, Wylie, Texas, is hereby designated as the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract for election administration services.

Polling Place

Smith Public Library
300 Country Club Road, Building 300
Wylie, Texas 75098

Election polls shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election.

SECTION 3: Early voting by personal appearance shall be available at the Smith Public Library, 300 Country Club Road, Building 300, Wylie, Texas 75098. Collin County voters may vote at any of the additional voting locations open under full contract services with the Collin County Elections Administration.

Early voting will begin on Monday, April 19, 2021 and continue through Tuesday, April 27, 2021 during the normal working hours of 8:00 a.m. to 5:00 p.m. with extended voting hours on Saturday, April 24, 2021 from 8:00 a.m. to 5:00 p.m.; and Monday, April 26, 2021 and Tuesday, April 27, 2021 from 7:00 a.m. to 7:00 p.m. For Collin County voters, applications for ballot by mail shall be requested from and mailed to the Collin County Elections Administration: Attn: Bruce Sherbet, 2010 Redbud Blvd. #102, McKinney, Texas 75069 or

absenteemailballoting@collincountytx.gov. For Dallas County and Rockwall County voters, applications for ballot by mail shall be requested from and mailed to the City of Wylie, Attn: Stephanie Storm, 300 Country Club Road, Building 100, Wylie, Texas 75098 or stephanie.storm@wylietexas.gov. Applications for ballots by mail must be received no later tan the close of business on April 20, 2021.

SECTION 4: Candidates must file for a specific place and adhere to the filing deadlines accordingly. Candidate Packets are available in the City Secretary's Office. The candidate filing periods for the General Election for Council seats, Place 2 and Place 4 are as follows:

General Election Filing For Council Seats Places 2 and 4

Beginning: January 13, 2021 at 8:00 a.m.
Ending: February 12, 2021 at 5:00 p.m.

Candidates must file in the City Secretary's Office located at 300 Country Club Road, Building 100, Wylie, Texas 75098.

SECTION 5: Direct Record Electronic (DRE) voting machines shall be used in this election for early voting by personal appearance and Election Day voting for Collin County Voters. Paper ballots shall be used for Dallas and Rockwall County voters and for all early voting by mail ballots.

SECTION 6: The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. The election, including providing notice of the election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

SECTION 7: The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin, Dallas, and Rockwall Counties, Texas, on this the 26th day of January, 2021.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Resolution No. 2021-03(R)
Ordering May 1, 2021 General Election

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, Resolution No. 2021-05(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, Appointing Election Officials for the General Election on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council.

Recommendation

Motion to approve Resolution No. 2021-05(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, Appointing Election Officials for the General Election on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council.

Discussion

The Texas Election Code, Section §§32.005(a) gives the authority of appointing election judges, for city elections, to the City Council. A presiding judge and alternate judge must be appointed for each election precinct. The role of the alternate judge is to serve as presiding judge for an election if the presiding judge cannot serve and may also serve as a clerk.

EC §§Sec.87.004 states that a presiding judge and alternate must be appointed for the Early Voting Ballot Board by the City Council in elections administered by the City. The City Council may direct that the precinct election officers of one of the precincts also serve as the Early Voting Ballot Board. The attached resolution will appoint all required positions for Wylie's Dallas County and Rockwall County voters. Collin County Elections Administration, as part of their contract, will appoint the Early Voting Ballot Board and Central Counting Station officials for Collin County voters.

Collin County Elections Administration and the City (Dallas and Rockwall Counties) will share poll workers during Early Voting and on Election Day at the Collin College Wylie Campus.

RESOLUTION NO. 2021-05(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN, DALLAS AND ROCKWALL COUNTIES, TEXAS, APPOINTING ELECTION OFFICIALS FOR THE GENERAL ELECTION ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING THE POSITIONS OF TWO COUNCIL MEMBERS (PLACE 2 AND PLACE 4) OF THE WYLIE CITY COUNCIL.

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

SECTION 1: The following election judges are hereby appointed to preside over the election to be held on Saturday, May 1, 2021, for the purpose of electing two Council Members to fill the following expiring terms on the Wylie City Council (Place 2 and Place 4):

Early Voting: **Collin College Wylie Campus**
James Anthony, Presiding Judge, 2008 Fairway Winds Court, Wylie
Jean Anthony, Alternate Judge, 2008 Fairway Winds Court, Wylie

Election Day: **Collin College Wylie Campus**
Ruthie Wright, Presiding Judge, 113 N. Winding Oaks, Wylie
Steve Wright, Alternate Judge, 113 N. Winding Oaks, Wylie

The foregoing election judges shall preside over the election in Collin County, Dallas County, and Rockwall County.

The Election Day election officers are hereby appointed to serve as the Early Voting Ballot Board for the election in Dallas County and Rockwall County. Ruthie Wright shall serve as the Early Voting Ballot Board's presiding officer for Dallas County and Rockwall County. The voting station for the Early Voting Ballot Board shall be the Collin College Wylie Campus, 391 Country Club Road, Wylie, Texas 75098, Wylie, Texas 75098. A maximum of three clerks shall be appointed by each presiding judge appointed above.

The Collin County Elections Administrator is authorized to appoint the Early Voting Ballot Board and its presiding officer for the election in Collin County. The Collin County Elections Administrator is authorized to appoint the presiding judge and alternate judge of the central counting station operating in the election in Collin County.

In the event the appointed presiding judges/alternate judges are unable to execute or complete their duties for any reason, the Collin County Elections Administrator and/or Stephanie Storm may identify additional judges that the City Council shall appoint as soon as possible.

SECTION 2: The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin, Dallas, and Rockwall Counties, Texas, on this 9th day of February, 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, Resolution No. 2021-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and The Collin County Elections Administrator to be administered by the Collin County Elections Administrator for the May 1, 2021 Wylie General Election.

Recommendation

Motion to approve Resolution No. 2021-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and The Collin County Elections Administrator to be administered by the Collin County Elections Administrator for the May 1, 2021 Wylie General Election.

Discussion

By the terms of this agreement, the City of Wylie and jurisdictions contracting with Collin County Elections Administration do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election to be held on Saturday, May 1, 2021. The entities will contract with the Collin County Elections Administrator to perform various duties and responsibilities on behalf of the entities. The contract presented has specified duties and costs to administer the election. This agreement, once executed, will formalize the joint General Election for May 1, 2021 between the entities and approve the shared cost for the General Election. Under the terms of the contract, it is noted that if one entity cancels their election a charge of $75.00 will be accessed and the other entities will assume the full cost for the election.

Article 2, Section I (c) of the Home Rule Charter allows the Council to cooperate with the government of any County for any lawful purpose for the advancement of the interests of its inhabitants and cost savings to the taxpayers. The Election Code allows and encourages cities to contract with any county within its incorporated city limits for the administration of local elections.

Collin County Elections Administrator Bruce Sherbet will administer the election for registered voters residing in the incorporated city limits of Wylie within Collin County. Per direction from Council, the City will administer the election for Wylie voters in Rockwall and Dallas Counties and provide administrative services. All Wylie voters will use the Collin College Wylie Campus as the Early Voting and Election Day polling place.

RESOLUTION NO. 2021-06(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT ELECTION CONTRACT BY AND BETWEEN THE CITY OF WYLIE AND THE COLLIN COUNTY ELECTIONS ADMINISTRATOR FOR ADMINISTRATION OF THE MAY 1, 2021 WYLIE GENERAL ELECTION FOR THE CITY'S VOTERS RESIDING IN COLLIN COUNTY.

WHEREAS, the City Council of the City of Wylie wishes to contract with Collin County Elections Administrator, Bruce Sherbet to administer the May 1, 2021 General Election as referenced in the contract which is attached as Exhibit "A", and

WHEREAS, Article 2, Section 1 (c) of the Home Rule Charter allows the Council to cooperate with the government of any County for any lawful purpose for the advancement of the interests of its inhabitants and cost savings to the taxpayers. The Election Code allows and encourages cities to contract with any county within its incorporated city limits for the administration of local elections.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, an Agreement by and between the City of Wylie and the Collin County Elections Administration for the Administration of the May 1, 2021 Wylie General Election for Collin County Voters.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Collin, Dallas, and Rockwall Counties, Texas, on this 9th day of February, 2021.

_____
Matthew Porter, Mayor

ATTEST TO:

_____
Stephanie Storm, City Secretary

EXHIBIT "A"

Contract for Election Services

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

COLLIN COUNTY COMMUNITY COLLEGE
CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LAVON
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MELISSA
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO
TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF SAINT PAUL
CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MCKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
BEAR CREEK SPECIAL UTILITY DISTRICT
EAST FORK FRESH WATER SUPPLY DIST. 1
NORTH COLLIN SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 1, 2021

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY
   a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.
   b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 1, 2021 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER
   a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
      i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.
      ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
      iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
         (1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
         (2) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.
      iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $14.00 per hour for services rendered, each alternate judge shall receive $13.00 per hour for services rendered, and each clerk shall receive $12.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
   b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
      i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.
      ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
      iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
      iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

(1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.

(2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
   a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
   b) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
   c) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
      i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
      ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
   d) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

4) The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers.

   a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.

   b) The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.

5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.
   a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
   b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The required Notice of Logic and Accuracy testing will be posted by the Contracting Election Officer.
   c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
   d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.

e) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
   i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

a) The Participating Political Subdivisions shall assume the following duties:
   i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
   ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, March 1, 2021.
   iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
      (1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 22, 2020, the official wording for the Participating Political Subdivision's May 1, 2021, Joint General and Special Election.
      (2) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.
   iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C-1" for required services.

b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Monday, March 22, 2021. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.

c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.

d) COST OF SERVICES. See Exhibits "C-2" and "D"

e) GENERAL PROVISIONS

i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 1, 2021, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.

iii) If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of $75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.

iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____DAY OF _____2021.

_____
Bruce Sherbet, Elections Admnistrator
Collin County, Texas

WITNESS BY MY HAND THIS 9TH DAY OF FEBRUARY 2021.

By: _____
Chris Holsted, City Manager
City of Wylie

Attest: _____
Stephanie Storm, City Secretary
City of Wylie

May 1, 2021
Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 750742
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069

May 1, 2021
Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	**April 19 Early Voting 8am - 5pm**	**April 20 Early Voting 8am - 5pm**	**April 21 Early Voting 8am - 5pm**	**April 22 Early Voting 8am - 5pm**	**April 23 Early Voting 8am - 5pm**	**April 24 Early Voting 8am - 5pm**
April 25	**April 26 Early Voting 7am - 7pm**	**April 27 Early Voting 7am - 7pm**	**April 28**	**April 29**	**April 30**	**May 1 Election Day 7am - 7pm**

May 1, 2021
Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall	372 Town Place	Fairview 75069
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078

May 1, 2021
Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggar Elementary School	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
Wilson Middle School	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

in County
ction Services Estimate
r 1, 2021 Joint General and Special Election

ction Wide

egory	Units or Description		Cost Per Unit		Election Estimate	Election Actual
ly Voting by Mail						
- Mail Ballots		5,000	$ 1.15	$	5,750.00	
stage		5,000	$ 0.88	$	4,400.00	
per Ballot Printing Services			$ 0.31	$	-	
per Ballot Shipping (per box)			$ 30.00	$	-	
ot Stock - BOD		5,000	$ 0.10	$	500.00	
egory Subtotal				$	10,650.00	
neral Election Expenses						
eage				$	500.00	
/ Car Rental				$	6,000.00	
ction Night Receiving Cover				$	2,680.00	
ing Place Rental				$	-	
ice of Election				$	7,000.00	
curity - EV				$	-	
curity - ED				$	-	
ly Voting Ballot Board				$	1,950.00	
A - Election Workers				$	2,500.00	
unty Employee/IT Overtime - EV				$	35,000.00	
cess Pollworker Checks - EV	5 per location		$ 1.50	$	352.50	
cess Pollworker Checks - ED	5 per location		$ 1.50	$	427.50	
cess Election Judge Notices		104	$ 1.50	$	156.00	
yage Per Location - ED		57	$ 50.00	$	2,850.00	
yage Per Location - EV		47	$ 50.00	$	2,350.00	
egory Subtotal				$	61,766.00	
gramming						
ding Servies				$	10,000.00	
otar Programming				$	450.00	
egory Subtotal				$	10,450.00	
ly Voting by Personal Appearance						
ction Judge OT - EV			$ 21.00	$	283.50	
rnate Judge OT - EV			$ 19.50	$	253.50	
rk OT - EV		141	$ 18.00	$	34,263.00	
&S Support Staff / Field Techs - EV	6 @30 for 10 days		$ -	$	18,000.00	
k and Delivery of Supplies - EV		47	$ 25.00	$	1,175.00	
uipment Assembly - EV		47	$ 50.00	$	2,350.00	
egory Subtotal				$	56,325.00	
ction Day						
&S Support Staff/Field Techs - ED	6 @30 for 14 hrs		$ 30.00	$	2,520.00	
k up and Delivery of Election Supplies		57	$ 25.00	$	1,425.00	
uipment Assembly - ED		57	$ 50.00	$	2,850.00	
egory Subtotal				$	6,795.00	
ulation						
ction Night Vendor Support	Per Election		$ 10,000.00	$	10,000.00	
ice of Inspection/Tabulation Test	Per Election		$ 3,000.00	$	3,000.00	
egory Subtotal				$	13,000.00	

in County
ction Services Estimate
r 1, 2021 Joint General and Special Election

egory	Units or Description	Cost Per Unit	Election Estimate	Election Actual
pply Cost				
ots - Card Stock ExpressVote - EV		11,000 $ 0.32	$ 3,520.00	
ots - Card Stock ExpressVote - ED		10,000 $ 0.32	$ 3,200.00	
- ED		57 $ 19.00	$ 1,083.00	
- EV		47 $ 19.00	$ 893.00	
- Provisional EV		47 $ 38.10	$ 1,790.70	
- Provisional ED		57 $ 38.10	$ 2,171.70	
ing Place Maps - EV		47 $ 25.00	$ 1,175.00	
ing Place Maps - ED		57 $ 25.00	$ 1,425.00	
ns Metal - ED		57 $ 5.00	$ 285.00	
ns Wood - ED	5 per location	$ 2.00	$ 470.00	
ot Card Stock - Provisional - EV	50 per location	$ 0.14	$ 329.00	
ot Card Stock - Provisional - ED	50 per location	$ 0.14	$ 399.00	
ots - Sample - EV	50 per location	$ 0.29	$ 681.50	
ots - Sample - ED	50 per location	$ 0.29	$ 826.50	
ots - Sample All Race - EV		47 $ 0.87	$ 40.89	
ots - Sample All Race - ED		57 $ 0.87	$ 49.59	
ter Labels - EV		47 $ 5.00	$ 235.00	
ter Labels - ED		57 $ 5.00	$ 285.00	
egory Subtotal			$ 18,859.88	
uipment				
inet Security - EV		47 $ 200.00	$ 9,400.00	
inet Security - ED		57 $ 200.00	$ 11,400.00	
mputer Cabinet - EV		47 $ 50.00	$ 2,350.00	
inet Drayage - EV		47 $ 180.00	$ 8,460.00	
inet Drayage - ED		57 $ 180.00	$ 10,260.00	
200 Ballot Counter - EV		47 $ 350.00	$ 16,450.00	
200 Ballot Counter - ED		57 $ 350.00	$ 19,950.00	
ressVote - EV	9 per location	$ 200.00	$ 84,600.00	
res Vote - ED	9 per location	$ 200.00	$ 102,600.00	
ressTouch - EV		47 $ 200.00	$ 9,400.00	
ressTouch - ED		57 $ 200.00	$ 11,400.00	
al Signs	5 per location	52 $ 1.00	$ 520.00	
od Signs		104 $ 2.00	$ 208.00	
egory Subtotal			$ 286,998.00	
sonnel				
ction Judge - EV		$ 14.00	$ 47,376.00	
ctino Judge - ED		$ 14.00	$ 9,576.00	
rnate Election Judge - EV		$ 13.00	$ 43,992.00	
rnate Electino Judge - ED		$ 13.00	$ 8,892.00	
rk - EV	3 per location	$ 12.00	$ 131,976.00	
rk - ED	3 per location	$ 12.00	$ 24,624.00	
ge Delivery - EV		47 $ 25.00	$ 1,175.00	
ge Delivery - ED		57 $ 25.00	$ 1,425.00	
egory Subtotal			$ 269,036.00	
al Estimated Cost			$ 733,879.88	

in County
ction Services Estimate
1, 2021 Joint General and Special Election

Exhibit "C-2"

itical Subdivision	Registered Voters	Share Percentage	Estimated Cost Per Entity	Deposit Due	Actual Cost
of Allen	65647	3.69%	$ 27,062.39	$ 24,356.15	
of Anna	9510	0.53%	$ 3,920.41	$ 3,528.37	
of Blue Ridge	516	0.03%	$ 1,500.00	$ 1,350.00	
of Carrollton	331	0.02%	$ 1,500.00	$ 1,350.00	
of Celina	9831	0.55%	$ 4,052.74	$ 3,647.47	
of Dallas	29636	1.66%	$ 12,217.18	$ 10,995.46	
wn of Fairview	7966	0.45%	$ 3,283.91	$ 2,955.52	
of Farmersville	1930	0.11%	$ 1,500.00	$ 1,350.00	
of Frisco	65739	3.69%	$ 27,100.32	$ 24,390.29	
of Garland	173	0.01%	$ 1,500.00	$ 1,350.00	
of Lavon	2716	0.15%	$ 1,500.00	$ 1,350.00	
of Lucas	5671	0.32%	$ 2,337.82	$ 2,104.04	
of McKinney	113834	6.39%	$ 46,927.06	$ 42,234.35	
of Melissa	8545	0.48%	$ 3,522.60	$ 3,170.34	
of Nevada	956	0.05%	$ 1,500.00	$ 1,350.00	
wn of New Hope	500	0.03%	$ 1,500.00	$ 1,350.00	
of Parker	3935	0.22%	$ 1,622.17	$ 1,459.95	
of Plano	169825	9.54%	$ 70,008.85	$ 63,007.96	
wn of Prosper	15538	0.87%	$ 6,405.40	$ 5,764.86	
of Richardson	22783	1.28%	$ 9,392.09	$ 8,452.88	
of Sachse	6011	0.34%	$ 2,477.98	$ 2,230.18	
wn of Saint Paul	761	0.04%	$ 1,500.00	$ 1,350.00	
of Wylie	31007	1.74%	$ 12,782.36	$ 11,504.12	
lin County Community College	635470	35.70%	$ 261,966.86	$ 235,770.18	
n Independent School District	68108	3.83%	$ 28,076.92	$ 25,269.23	
a Independent School District	11669	0.66%	$ 4,810.44	$ 4,329.40	
mmunity Independent School District	9005	0.51%	$ 3,712.23	$ 3,341.01	
mersville Independent School District	5745	0.32%	$ 2,368.33	$ 2,131.49	
sco Independent School District	99794	5.61%	$ 41,139.19	$ 37,025.27	
ejoy Independent School District	12119	0.68%	$ 4,995.95	$ 4,496.36	
Kinney Independent School District	84811	4.76%	$ 34,962.58	$ 31,466.32	
issa Independent School District	10871	0.61%	$ 4,481.47	$ 4,033.33	
no Independent School District	222438	12.49%	$ 91,698.09	$ 82,528.28	
sper Independent School District	36877	2.07%	$ 15,202.22	$ 13,681.99	
r Creek Special Utility District	3868	0.22%	$ 1,594.55	$ 1,435.09	
rilee Special Utility District	2275	0.13%	$ 1,500.00	$ 1,350.00	
th Collin Special Utility District	3806	0.21%	$ 1,568.99	$ 1,412.09	
t Fork Fresh Water Supply Dist. 1	3	0.00%	$ 500.00	$ 450.00	
al Registered Voters	1780220	100.00%			

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

City of Wylie

Registered Voters	31,007
Percentage	1.74%

Summary of Costs	Units or Description		Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail							
Kits - Mail Ballots		5,000	$ 1.15	$ 5,750.00		$ 100.15	
Postage		5,000	$ 0.88	$ 4,400.00		$ 76.64	
Paper Ballot Printing Services			$ 0.31	$ -		$ -	
Paper Ballot Shipping (per box)			$ 30.00	$ -		$ -	
Ballot Stock - BOD		5,000	$ 0.10	$ 500.00		$ 8.71	
Category Subtotal				$ 10,650.00		$ 185.50	
General Election Expenses							
Mileage				$ 500.00		$ 8.71	
Van / Car Rental				$ 6,000.00		$ 104.51	
Election Night Receiving Cover				$ 2,680.00		$ 46.68	
Polling Place Rental				$ -		$ -	
Notice of Election				$ 7,000.00		$ 121.92	
Security - EV				$ -		$ -	
Security - ED				$ -		$ -	
Early Voting Ballot Board				$ 1,950.00		$ 33.96	
FICA - Election Workers				$ 2,500.00		$ 43.54	
County Employee/IT Overtime - EV				$ 35,000.00		$ 609.61	
Process Pollworker Checks - EV	5 per location		$ 1.50	$ 352.50		$ 6.14	
Process Pollworker Checks - ED	5 per location		$ 1.50	$ 427.50		$ 7.45	
Process Election Judge Notices		104	$ 1.50	$ 156.00		$ 2.72	
Drayage Per Location - ED		57	$ 50.00	$ 2,850.00		$ 49.64	
Drayage Per Location - EV		47	$ 50.00	$ 2,350.00		$ 40.93	
Category Subtotal				$ 61,766.00		$ 1,075.81	
Programming							
Coding Servies				$ 10,000.00		$ 174.18	
Balotar Programming				$ 450.00		$ 7.84	
Category Subtotal				$ 10,450.00		$ 182.01	
Early Voting by Personal Appearance							
Election Judge OT - EV			$ 21.00	$ 283.50		$ 4.94	
Alternate Judge OT - EV			$ 19.50	$ 253.50		$ 4.42	
Clerk OT - EV		141	$ 18.00	$ 34,263.00		$ 596.78	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days		$ -	$ 18,000.00		$ 313.52	
Pick and Delivery of Supplies - EV		47	$ 25.00	$ 1,175.00		$ 20.47	
Equipment Assembly - EV		47	$ 50.00	$ 2,350.00		$ 40.93	
Category Subtotal				$ 56,325.00		$ 981.04	
Election Day							
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs		$ 30.00	$ 2,520.00		$ 43.89	
Pick up and Delivery of Election Supplies		57	$ 25.00	$ 1,425.00		$ 24.82	
Equipment Assembly - ED		57	$ 50.00	$ 2,850.00		$ 49.64	
Category Subtotal				$ 6,795.00		$ 118.35	
Tabulation							
Election Night Vendor Support	Per Election		$ 10,000.00	$ 10,000.00		$ 174.18	
Notice of Inspection/Tabulation Test	Per Election		$ 3,000.00	$ 3,000.00		$ 52.25	
Category Subtotal				$ 13,000.00		$ 226.43	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV	11,000	$ 0.32	$ 3,520.00		$ 61.31	
Ballots - Card Stock ExpressVote - ED	10,000	$ 0.32	$ 3,200.00		$ 55.74	
Kits - ED	57	$ 19.00	$ 1,083.00		$ 18.86	
Kits - EV	47	$ 19.00	$ 893.00		$ 15.55	
Kits - Provisional EV	47	$ 38.10	$ 1,790.70		$ 31.19	
Kits - Provisional ED	57	$ 38.10	$ 2,171.70		$ 37.83	
Polling Place Maps - EV	47	$ 25.00	$ 1,175.00		$ 20.47	
Polling Place Maps - ED	57	$ 25.00	$ 1,425.00		$ 24.82	
Signs Metal - ED	57	$ 5.00	$ 285.00		$ 4.96	
Signs Wood - ED	5 per location	$ 2.00	$ 470.00		$ 8.19	
Ballot Card Stock - Provisional - EV	50 per location	$ 0.14	$ 329.00		$ 5.73	
Ballot Card Stock - Provisional - ED	50 per location	$ 0.14	$ 399.00		$ 6.95	
Ballots - Sample - EV	50 per location	$ 0.29	$ 681.50		$ 11.87	
Ballots - Sample - ED	50 per location	$ 0.29	$ 826.50		$ 14.40	
Ballots - Sample All Race - EV	47	$ 0.87	$ 40.89		$ 0.71	
Ballots - Sample All Race - ED	57	$ 0.87	$ 49.59		$ 0.86	
Printer Labels - EV	47	$ 5.00	$ 235.00		$ 4.09	
Printer Labels - ED	57	$ 5.00	$ 285.00		$ 4.96	
Category Subtotal			$ 18,859.88		$ 328.49	
Equipment						
Cabinet Security - EV	47	$ 200.00	$ 9,400.00		$ 163.72	
Cabinet Security - ED	57	$ 200.00	$ 11,400.00		$ 198.56	
Computer Cabinet - EV	47	$ 50.00	$ 2,350.00		$ 40.93	
Cabinet Drayage - EV	47	$ 180.00	$ 8,460.00		$ 147.35	
Cabinet Drayage - ED	57	$ 180.00	$ 10,260.00		$ 178.70	
DS200 Ballot Counter - EV	47	$ 350.00	$ 16,450.00		$ 286.52	
DS200 Ballot Counter - ED	57	$ 350.00	$ 19,950.00		$ 347.48	
ExpressVote - EV	9 per location	$ 200.00	$ 84,600.00		$ 1,473.52	
Expres Vote - ED	9 per location	$ 200.00	$ 102,600.00		$ 1,787.04	
ExpressTouch - EV	47	$ 200.00	$ 9,400.00		$ 163.72	
ExpressTouch - ED	57	$ 200.00	$ 11,400.00		$ 198.56	
Metal Signs	5 per location	$ 1.00	$ 520.00		$ 9.06	
Wood Signs	104	$ 2.00	$ 208.00		$ 3.62	
Category Subtotal			$ 286,998.00		$ 4,998.79	
Personnel						
Election Judge - EV		$ 14.00	$ 47,376.00		$ 825.17	
Electino Judge - ED		$ 14.00	$ 9,576.00		$ 166.79	
Alternate Election Judge - EV		$ 13.00	$ 43,992.00		$ 766.23	
Alternate Electino Judge - ED		$ 13.00	$ 8,892.00		$ 154.88	
Clerk - EV	3 per location	$ 12.00	$ 131,976.00		$ 2,298.69	
Clerk - ED	3 per location	$ 12.00	$ 24,624.00		$ 428.89	
Judge Delivery - EV	47	$ 25.00	$ 1,175.00		$ 20.47	
Judge Delivery - ED	57	$ 25.00	$ 1,425.00		$ 24.82	
Category Subtotal			$ 269,036.00		$ 4,685.94	
Total Estimated Cost			**$ 733,879.88**		**$ 12,782.36**	

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: Renae Ollie

Subject

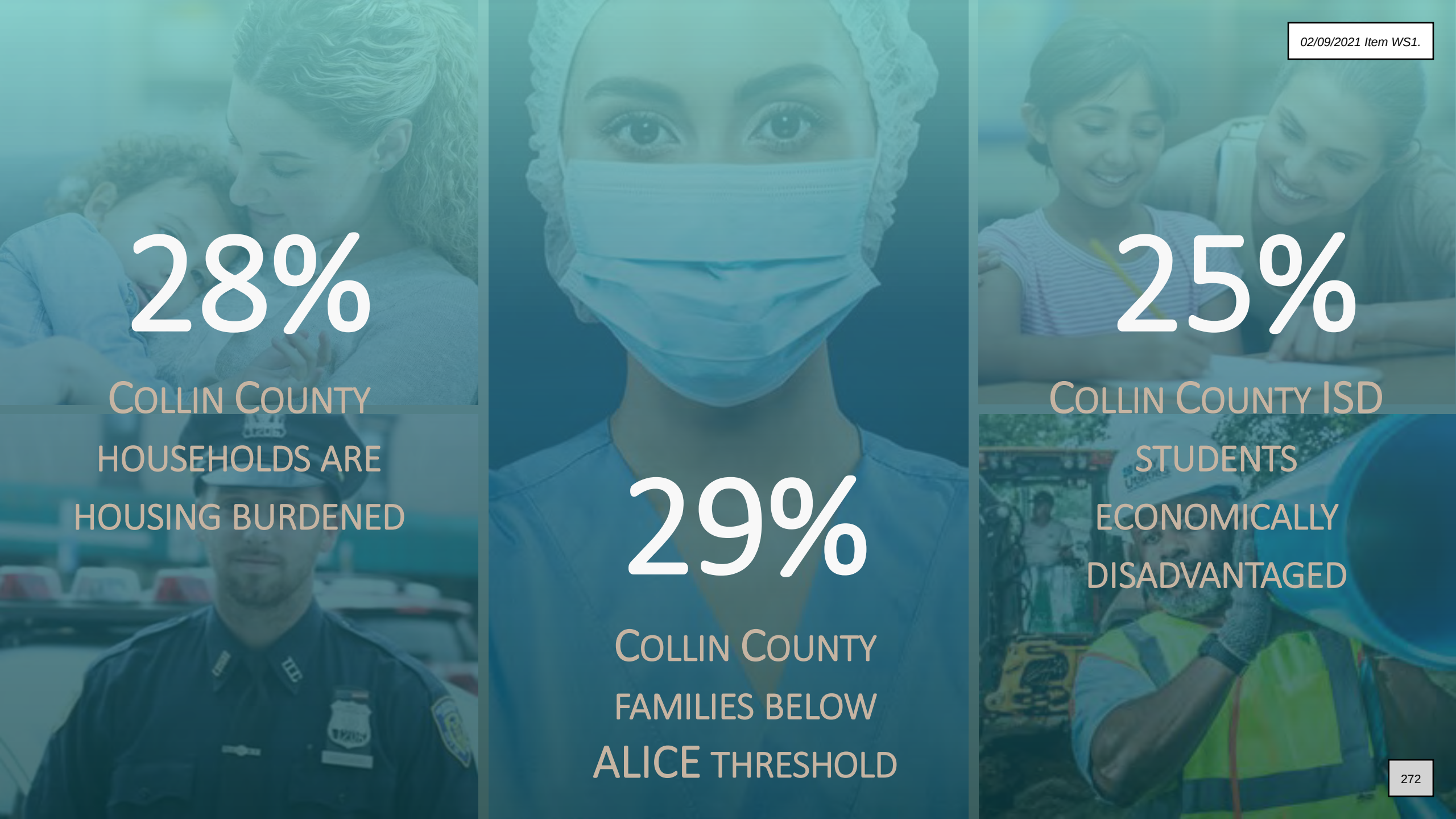
Presentation by Agape Resource & Assistance Center - Affordable and Desirable Housing to Wylie.

Recommendation

Discussion

Presentation by Agape Resource & Assistance Center to bring affordable and desirable housing to Wylie. Agape provides housing and transitional services to homeless single women, moms and their children that empower them to move from homelessness and crisis to fulfilling, self-sustaining lives.


AGAPE
Resource & Assistance Center, Inc.



28%

COLLIN COUNTY HOUSEHOLDS ARE HOUSING BURDENED

29%

COLLIN COUNTY FAMILIES BELOW ALICE THRESHOLD

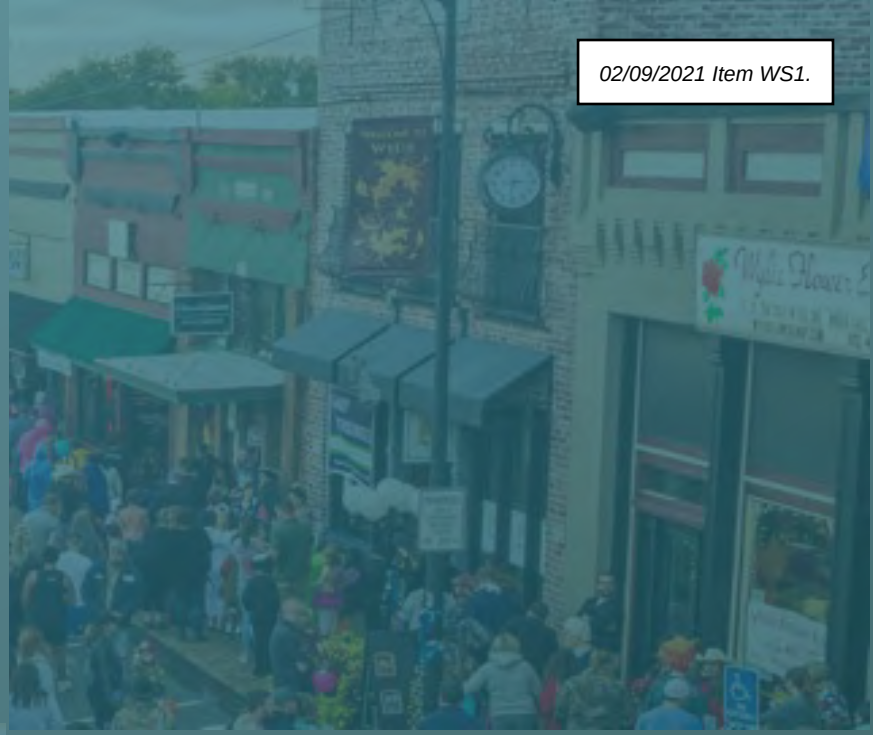
25%

COLLIN COUNTY ISD STUDENTS ECONOMICALLY DISADVANTAGED



19%

WYLIE FAMILIES LIVE AT/BELOW 185% OF POVERTY THRESHOLD ($40K FOR FAMILY OF 3)



28%

WYLIE ISD STUDENTS ECONOMICALLY DISADVANTAGED



2772

WYLIE FAMILIES RECEIVED FOOD ASSISTANCE IN 2020; UP 181% OVER 2018

Wylie Rental Housing



$1500

Median rent for 2-bedroom apartment



$50k

Annual Salary

$1250

Unburdened Housing



1336

Households living in a trailer for

$1300

JERICHO VILLAGE

A HOUSINGPLUS Empowerment Initiative







Land | 1.5 – 2.5 acres

Structures / Amenities

- Nine 3- or 4-plex multi-family units
- Community Center & Garden
- Playground
- Outdoor gathering areas

Density | 30 - 32 multi-family units

JERICHO VILLAGE

A HOUSINGPLUS Empowerment Initiative

70%

~21 SLIDING SCALE INCOME-BASED RENTAL* UNITS FOR COMMUNITY

30%

~9 UNITS FOR AGAPE TRANSITIONAL HOUSING

Income	Rent	Notes
$28,000	$700	Free Lunches
$40,000	$1000	Reduced Lunches
$50,000	$1250	Avg. City Salary
$55,000	$1375	Avg. ISD Salary

** Based on HUD guide of housing cost at or less than 30% of income*

Empowering Support Services



Counseling & Coaching



Childcare



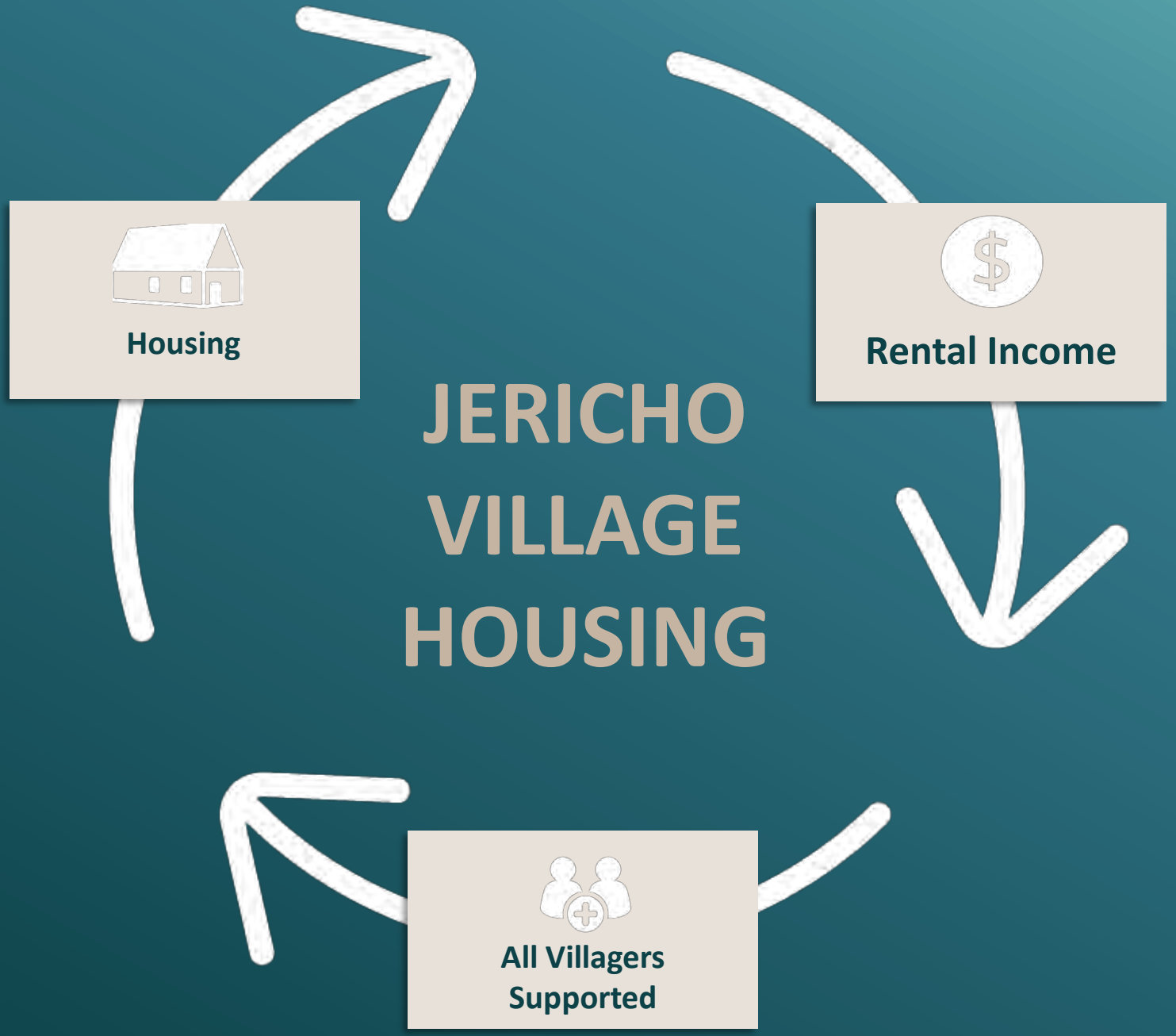
Education Opportunities



Transportation

Onsite social worker support for all Villagers

JERICHO VILLAGE HOUSING



- ECONOMICALLY ATTAINABLE HOUSING
- SELF-SUSTAINING
- HELPS ALL VILLAGERS RETAIN STABILITY

LET'S MAKE DREAMS COME TRUE TODAY!



ONEDAY™

onedayisavillage.org

AGAPE Resource & Assistance Center

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HOME HELP HOPE

MISSION

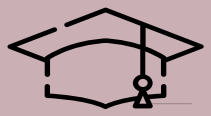
Agape Resource & Assistance Center's mission is to provide safe, stable housing and transformational services to homeless single women, moms and their children that empower them to move from crisis and poverty to fulfilling, self-sustaining lives.



Located in East Plano, Agape's Housing 4 Hope program provides its clients – affectionately referred to as Agapeans – with holistic, empowerment support services including safe, stable housing, childcare, transportation and education to higher income. These transformational services provide Agapeans the ways and means to overcome the primary barriers to economic and emotional stability and move to fulfilling, self-sustaining lives not limited or defined by their past.



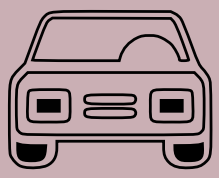
Housing



Education, Vocation



Childcare



Transportation

WHO Agape Serves

While the WOMEN and CHILDREN who come to Agape have their own unique stories and experiences, they have many characteristics in common:

85%

have survived family violence, sexual assault or human trafficking

90%

enter Agape employed at wages at or below the poverty threshold

100%

are educated, with some holding a post-secondary degree

100%

are experiencing homelessness

HOW AGAPE Helps

At Agape there is a HOME, there is HELP, and there is HOPE.

Securing a safe and stable transitional home is just the first step on the healing journey for the women and children who come to Agape. During their 6- to 12-month stay, Agapeans participate in trauma-based group counseling and individual therapy, as well as receive compassionate, accountability-based casework and critical life and job skills training.

Agape's holistic and transformational Housing 4 Hope program aligns with the Texas Women's Foundation's key issues that are interwoven in the fabric of economic security for women, girls and their families. These are education, child care, health insurance and housing.[1] Additionally, Agape identified transportation as a key issue for women in Collin County due to the lack of widely accessible public transportation.

Here's a closer look at **Housing 4 Hope:**

Housing

- Provide immediate safe, stable housing
- Address barriers to renting
- Apply for housing subsidies
- Evaluate models to achieve equitable housing

Childcare

- Facilitate needed childcare
- Advocate at schools, with childcare providers
- Provide academic tutoring, social/emotional counseling
- Organize fun, enriching, STEAM-based experiences

Education, Vocation

- Prepare for the workforce
- Assist with job placement
- Provide financial management skills training
- Facilitate improved financial stability

Transportation

- Assist with car repairs, title loans, and tickets surcharge
- Provide loaner cars
- Facilitate purchasing a used, reliable car
- Teach auto care and maintenance skills

Since its founding as a faith-based non-profit in 2013, of the women and families who stayed at Agape over 90 days and completed the program, over 80% have graduated and look forward to a life with hope for themselves and their children.[2] **Upon graduation, Agapeans have :**

- ☑ Secured a safe, stable home
- ☑ Attained a vocational path with upward mobility
- ☑ Improved their economic stability and workforce skills
- ☑ Increased their emotional stability
- ☑ Obtained affordable, reliable childcare and transportation

Lasting transformation takes time, patience, compassion and faith, and Agapeans have embraced those cornerstones and are well on their way towards healing and living fulfilling, self-sustaining lives.

MORE About AGAPE

Founded in 2013 by Rev. Janet Collinsworth, Agape has grown from 2 beds and a crib to supporting 8 housing units with 45 beds. When Janet began her work with nonprofit organizations and mission ministries, she became aware of some troubling information happening in her home community of Plano. The number of individuals in Collin County experiencing homelessness dramatically increased starting in 2008 and 75% of those individuals were single women and women-led families.

Most of those women became homeless because they fled situations of domestic violence, sexual assault, and human trafficking. At the time, there was little to no infrastructure in Collin County to support this vulnerable group of women and children. Janet saw a need and was inspired to act, bringing Agape Resource and Assistance Center to life. After 30 years in the corporate world, Janet turned her expertise in business and accounting to serve her community through nonprofit and servant ministry.

- Agape is one of the most God felt places I have ever known. They opened their doors when I had no place to go and gave my child a safe place to stay where I could raise her on my own terms.
– Nancy & Nina



- Being part of Agape helped me realize I am stronger than I was. Agape taught me to serve, but also saved me. My children and I were shown genuine love and acceptance.
– Cathy



[1] Economic Issues for Women in Texas 2020, Texas Women's F on

[2] As of December 2020

ONEDAY™
www.onedayisavillage.org
469.814.0453

In the shadows of Collin County

In 2017, 15.6% of Collin County residents lived at or below the poverty threshold – more than 1/3 were children.



$1,500

Median rent for a 2-bedroom apartment in Wylie.

19%

19% of Wylie families live at or below 185% of poverty threshold

28%

28% economically disadvantaged[3] Wylie ISD students with family income of ~$40K- can support monthly housing cost up to $1k[2].

[3] Students eligible for free or reduced

What is poverty?

Federal poverty guidelines say a family of four earning less than $26,200/year is in poverty – regardless of city of residence.

19% of Wylie families live at or below 185% of poverty threshold.

Women are the face of Poverty in Texas

2.3+ million women in Texas earn less than the poverty threshold.

31% of Texas households in poverty are led by a single mother.

Income inequality is widening in Collin County

The bottom fifth of earners[1] saw a 6% decline in inflation-adjusted income over the past 10 years.

[1] Those living at or below the poverty threshold

Real income loss means with the rising costs of living in Collin County, families have less buying power to cover basic needs such as housing and food.

Housing costs are too high

The median housing burden[2] for all of Collin County households is 28%.

[2] Median gross rent as a percentage of household income

ONEDAY™ there will be an inclusive community of desirable, economically attainable rental homes in Collin County –

AND THAT DAY IS COMING SOON.

AGAPE
Resource & Assistance Center, Inc.

ONEDAY™

AGAPE Resource & Assistance Center, Inc.



Jericho Village

ONEDAY™, a new venture from Agape Resource & AssistanceCenter, is an innovative solution to expanding safe, stable and desirable economically attainable housing in Collin County. Building on the success of its Housing 4 Hope program, Agape will partner with local municipalities to develop a series of inclusive urban villages offering mixed income rental homes and empowerment support services that provide individuals and families with the tools needed to retain or attain economic, emotional and physical stability.

Jericho Village, the ONEDAY™ flagship, will feature 32 multi-family units in quadruplex homes, a community center, a community garden, outdoor living areas and a playground.

20 units available to the community at sliding scale income-based rates. Incentives will be offered to veterans, public servants, teachers and the local workforce.

12 units will serve as housing for Agape's transitional program and will be available at a cost-based rate to other organizations helping people move out of vulnerable situations.

All Villagers will have convenient access to assistance with procuring childcare, transportation, workforce training, increased financial literacy and counseling.

ONEDAY™



Jericho Village Rendering

ONEDAY™, a new venture from Agape Resource & Assistance Center, is an innovative solution to the debilitating lack of economically attainable housing in Collin County. Homes that are economically attainable is not only the catalyst to end homelessness, but also the foundation of homeless prevention. Building on the success its Housing 4 Hope program, Agape will partner with local municipalities to develop a series of inclusive urban villages offering mixed income rental homes and support services that provide individuals and families with the tools needed to retain or attain economic, emotional and physical stability.

Jericho Village, the ONEDAY™ flagship, will feature 32 multi-family units in quadruplex homes, a community center, a community garden, outdoor living areas and playground. A third of the units will serve as housing for Agape's transitional program and will be available at a cost-based rate to other organizations helping people move out of homelessness and other vulnerable situations. The remaining units will be available to the community as sliding scale income-based rates. Intentional lease up efforts will provide incentives to veterans, public servants, teachers and the local workforce. All Villagers will have convenient access to assistance with procuring childcare, transportation, workforce training, increased financial literacy and counseling.



By 2025 Agape plans to add at least 3 urban villages in Collin County through its ONEDAY™ initiative. The vision is to demonstrate that communities that include a component of income-based rental units are efficient and effective, as well as provide a just solution to affordable housing. Agape will advocate the success of these urban villages and encourage municipalities to incentivize housing developers to increase the availability of economically attainable housing. Additionally, the income generated from community units will be reinvested to increase Agape's capacity to serve additional women-led families through their Housing 4 Hope program.

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ONEDAY™

ONE DAY there will be a desirable community where our neighbors can find comfortable and economically attainable rental homes. Where and abused mom and her children can live safely and receive the critical life services she needs to start over. Where people on fixed incomed can enjoy stable homes. A place where children can play together while families visit around the neighborhood picnic tables and enjoy life in safe community.

That day is coming soon.

CONTACT US

www.onedayisavillage.org

469.814.0453

AGAPE Resource & Assistance Center, Inc.

ONEDAY™

ONE DAY there will be an inclusive community of desirable, economically attainable rental homes in Collin County – and that day is coming soon.

ONEDAY™

ONE DAY there will be an inclusive community of desirable, economically attainable rental homes in Collin County – and that day is coming soon.

AGAPE TESTIMONIAL

"AGAPE helped me to grow and develop as both a woman and a mother. Being at AGAPE helped me transition into self-sufficiency. I am grateful for AGAPE and how it helped me in becoming an independant woman and mother."

— Beth



CONTACT US

ADDRESS
P.O. Box 861664,
Planto, TX 75086

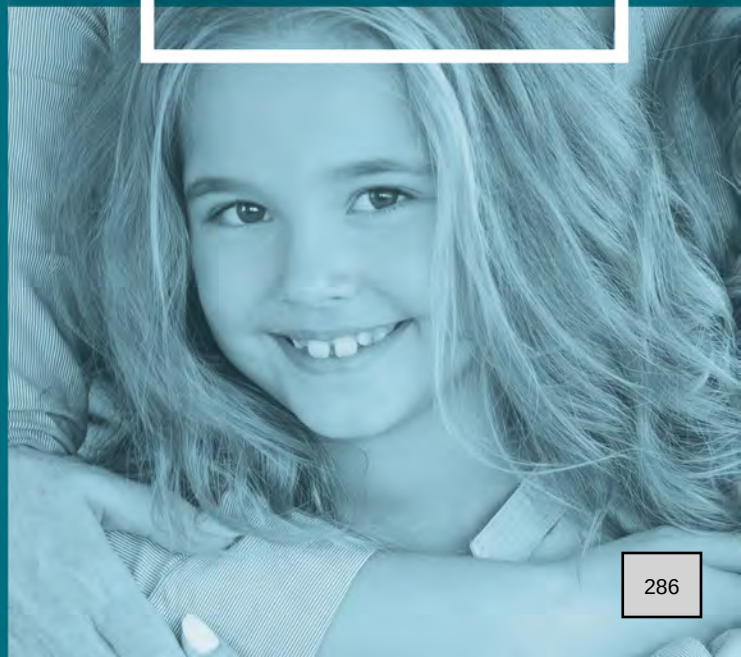
Call Us!
469.814.0453
www.hope4agape.org
info@hope4agape.org

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HOME HELP HOPE



HOME HELP HOPE

www.hope4agape.org

ABOUT US

AGAPE Resource and Assistance Center, Inc., a 501 (c) 3 non-profit, began operations in 2013 as a holistic, innovative, servant ministry of peace and justice committed to provide housing and transformational support services to homeless women, moms and their children that empower them to move from crisis and poverty to fulfilling self-sustaining lives.

We do this through collaboration, advocacy and service delivery to provide safe, stable housing, transformational support services and empowering hope to single women with a focus on single moms and their children.

Did you Know...

There is a homless problem in Plano and Collin County.

1. There are no emergency shelters & less than 350 shelter / housing beds serve all Collin County.
2. Over 4,000 people were turned away EACH YEAR 2012 - 2018 from Collin County shelters & housing agencies; 75% were single women, most with children 10 years & under.
3. Extended stay hotels serve as "homes" on school bus routes.
4. The % of PISD children on free/reduced lunch has MORE THAN DOUBLED from 14% in 2010 to 32% in 2019.
5. As of 2019,nearly one in four Collin County students is economically disadvantaged. Economically disadvantaged students drop out at 3 times the rate of others in Collin County.

HOW CAN YOU HELP?

- **Donate Gifts & Time**
  www.hope4agape.org
  - car repair
  - childcare
  - legal support
  - mentoring/tutoring
  - gift cards
  - supply drives
  - sponsor a family or event
- **Volunteering**
  volunteer@hope4agape.org

AGAPE Testimonial

Being a part of AGAPE helped me realize I am stronger than I thought I was. AGAPE taught me to save but also saved me. My children and I were shown genuine love and acceptance without expecting something in return. Thank you so much

-Carole

According to the Collin County Point-in-time Homeless Census, the number of individuals experiencing homelessness continues to increase each year. The point-in-time census provides a reliable estimate of people experiencing homelessness, but it's sus[illegible] numbers are significantly higher. Additionally, many individuals and families are currently suffering from COVID-19 [illegible] housing-insecure. It's estimated that there are at least 6,500 households that are "one crisis away" from being homeless, many of which are headed by single mothers.

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THE 2020 COLLIN COUNTY HOMELESS CENSUS SHOWED

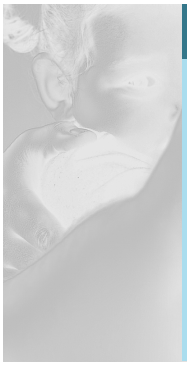
1 IN 3 Were Children

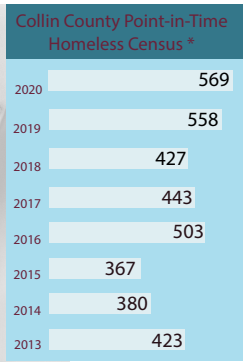
1 IN 5 Were fleeing DOMESTIC VIOLENCE

66% HELD JOBS

1352 STUDENTS in all Collin County ISDs self-reported as experiencing homelessness

TOP 5 UNDERLYING REASONS FOR HOMELESSNESS IN COLLIN COUNTY:





* *Conducted annually in January*

- **30%** Unable to pay rent/mortgage
- **28%** Unemployed
- **18%** Domestic Violence Victim
- **16%** Lack of affordable housing
- **16%** Other

Of children who spend more than ½ of childhood in poverty, 45% are in poverty by age 35 [1]

Less than **350** shelter and agency beds

Overflowing shelters forced to turn away more than **4,000** residents each year

Results in many families turning to extended stay hotels as de facto **"homes"**

Collin County has the second highest median income of **$96,051** but bottom fifth of earners earning **$24,200** for a family of 4 in 2020

6% Decline in inflation-adjusted income over the past 10 years **RESULTS:** families have less buying power to cover basic needs such as housing and food [2]

In 2017 **15.6%** Collin County residents live at or below the poverty threshold

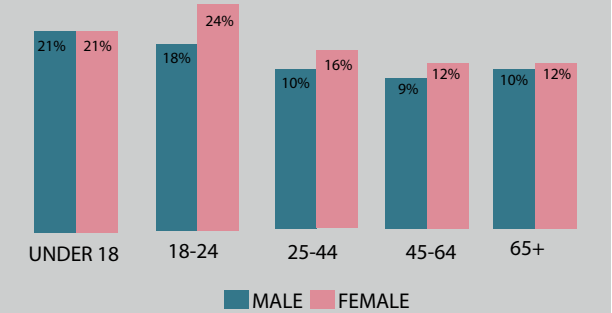
1/3 ARE CHILDREN [3]

HUGE income gap between men and women **2.3 Million** women in Texas earning less than the poverty threshold [4]

$ $ $ $

WOMEN ARE THE FACE OF POVERTY IN TEXAS

Percent of Population in Poverty by Age in Texas [4]



Texas Poverty by Household Type [4]

- **8%** MARRIED COUPLES
- **17%** SINGLE-FATHER
- **31%** SINGLE-MOTHER

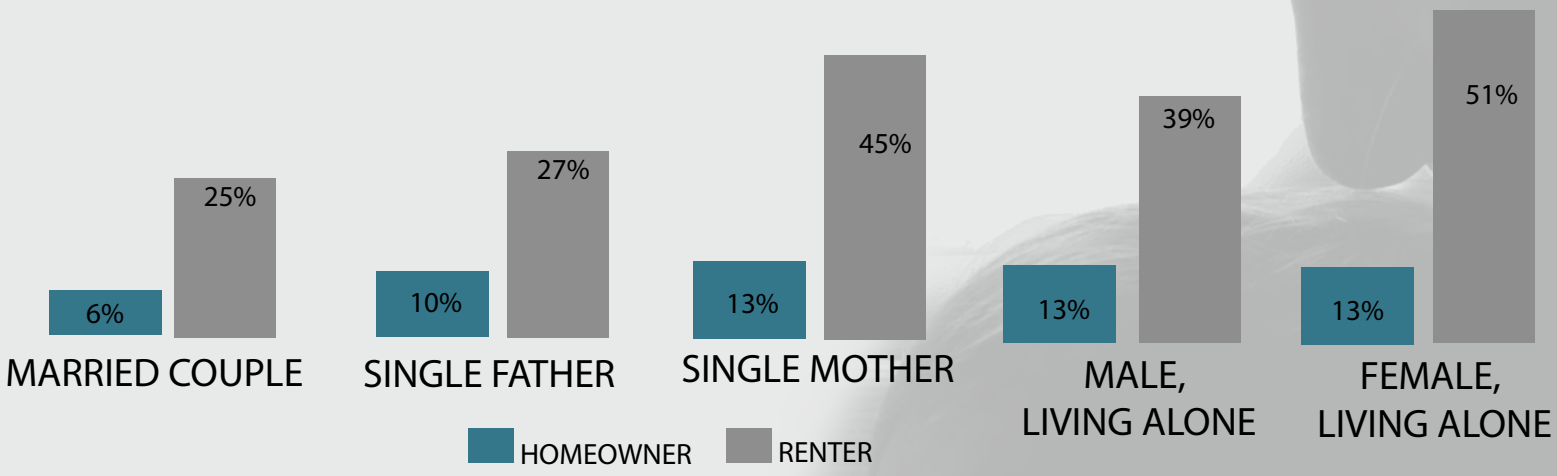
WOMEN AND HOUSING BURDEN

For most Texas women, housing is their largest monthly expense. Traditionally, the rule of thumb is to budget spending less than one-third of one's monthly income on housing. When a family pays more than that, they are "housing cost burdened," meaning there may not be enough money left for essentials like groceries, medicine, transportation and childcare.

TEXAS HOUSING COSTS ARE TOO HIGH!

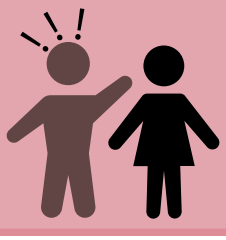
	TEXAS HOMEOWNERS	TEXAS RENTERS
Housing Cost Burdened Spending >30% of income on Housing	**21%** 1.3 Million Households	**45%** Nearly 1.7 Million Households
Severly Housing Cost Burdened Spending >50% of income on Housing	**8%** Over 490,000 Households	**22%** Over 807,000 Households

Housing Burden by Homeownership Status and Family Type in TX



DOMESTIC VIOLENCE AND HOMELESSNESS

Majority of domestic violence (DV) survivors are women



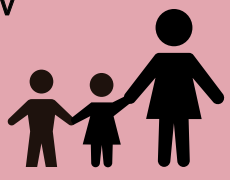
90% of survivors who seek family violence services will experience **HOMELESSNESS** at least once as a result of fleeing an abusive relationship[4]

Almost **1/2** will be homeless TWO or MORE times[4]

50% of all women who are homeless report that DV was the immediate cause of their homelessness[5]



80% of mothers experiencing homelessness were victims of DV[5]



COVID-19 pandemic has driven an increase in several risk factors for DV, including reduced access to resources and increasing stress, financial difficulties, and social isolation.[6]

The Texas Council on Family Violence recently found the highest unmet need for survivors was housing. Two key supports for DV victims are transitional housing and rapid re-housing programs.[4]

[1] Center for Childhood Poverty
[2] Collin County Economic Opportunity Assessment, CFT
[3] The Institute for Urban Policy Research, UT Dallas
[4] Economic Issues for Women in Texas 2020, TWF
[5] National Coalition for the Homeless
[6] American Psychology Association

Wylie City Council

AGENDA REPORT

Department: Fire **Account Code:**

Prepared By: Aimee McClure

Subject

Discuss ongoing efforts for Wylie Fire Rescue grant funding.

Recommendation

Discussion

Discussion to update council on the ongoing grant funding opportunities for Wylie Fire Rescue.

Grant Update

February 9, 2021

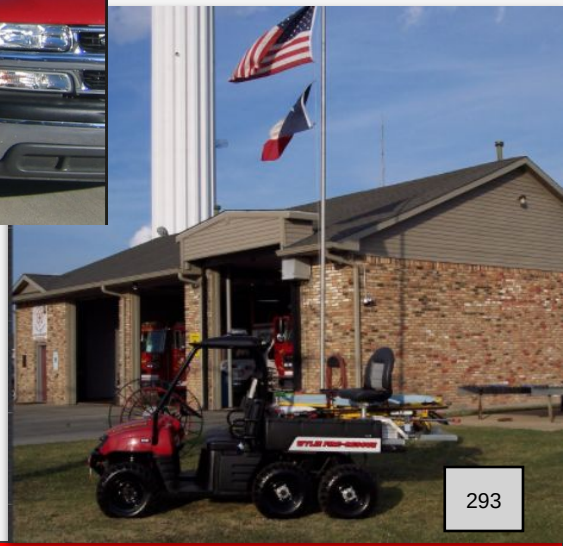
WFR Previous Grant Funding

2004 - Urban Area Strategic Initiative - NCTCOG - Hazmat
2004 - State Homeland Security Grant - NCTCOG - Enabled water equipment
2005 - State Homeland Security Grant - NCTCOG - Radio Equipment
2007 - US Smokeless Tobacco - EMS Cart
2018 - Firehouse Subs - Replacement EMS Cart
2019 - Fire Prevention Grant from CoServ Charitable Foundation - Fire extinguisher training system
Annually Grants from NCTRAC for EMS Equipment

Previous Grant Purchases







2019 Prevention

- CoServ Charitable Foundation
- 2019 Award for $5,000.00
- What we are asking for:
  - Cost of Equipment $14,000.00
  - Matching funds $10,000.00
- Augmented Reality Extinguisher Training System
- 2nd Fire Department in US to have system along with U.S. Air Force





NCTCOG 2021 SHSP Grant - Hazmat

- 2021 State Homeland Security Program Grant - NCTCOG - Regional Planning
- Grant is administered as a regional grant through NCTCOG
- Wylie Fire is eligible due to its continued participation in the Hazmat Working Group.



NCTCOG 2021 SHSP Grant - Continued

- Working with the Group, NCTCOG requested $60,000.00 on behalf of Wylie to acquire AreaRae Gas monitoring equipment and receiver software
- Equipment gives up to 2 miles wireless air monitoring.
- System matches other systems throughout the NCTCOG and other area Hazmat Teams
- No match, no other requirements

SAFER Grant - Personnel

The **Staffing for Adequate Fire and Emergency Response Grants** (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710).

$355 Million allocated - Estimated 300 departments

SAFER Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards.

Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies.

With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

SAFER - Program Details

Eligible Activities of the Grant .Hiring Activity: The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff.

Performance Period: Hiring Activity will be 36 months.

Maintenance of Effort (MOE) There is no MOE or minimum budget requirement for the FY 2020 SAFER Program.

year 1—25% local match - FEMA covers 75%
year 2—25% local match - FEMA covers 75%
year 3—65% local match - FEMA covers 35%

SAFER - Goals

Goal

- Six (6) Firefighters For Fire Department Staffing

Amount Requested

- $477,000 (estimated @ 75%) year 1, and year 2
- $222,600 (estimated @ 35%) year 3

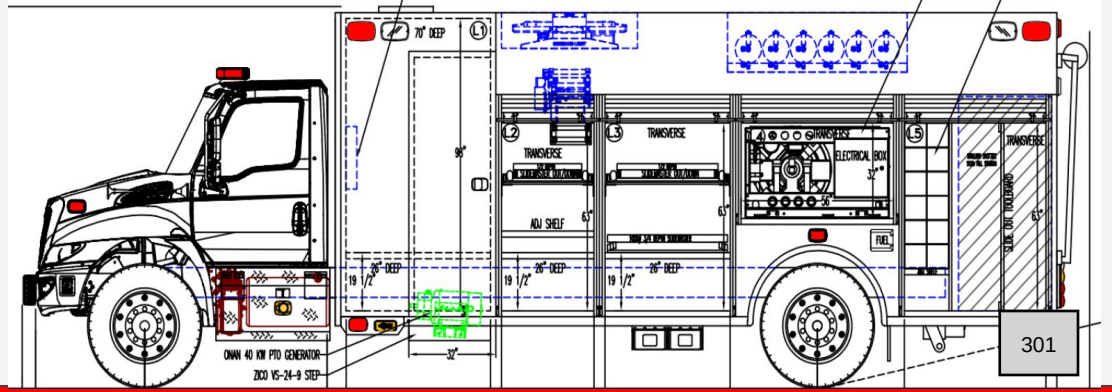
Key Dates and Times

- Date Posted to Grants.gov: February 1, 2021
- Application Start Date: February 8, 2021 at 8 a.m.
- Application Submission Deadline: March 12, 2021 at 5 p.m.
- Award Timelines - May 24th 2021 - September 30th 2021

AFG - Vehicle Acquisition

- **Amount Requested:**
  $600,000.00
- **Cost Share Amount (10%):**
  $54,545.00
- Requesting Funds to replace U143 which is a 2005 model truck with 1998 model bed. Does not meet NFPA Emergency Vehicle Standards or Safety Standards due to being a converted truck
- Application Start Date:
  - 01/04/2021 8:00am
- Application Submission Deadline:
  - 02/12/2021 5:00pm





AFG - Vehicle Acquisition

- Vehicle Replacement Grant Request
- Upon award, current U143 must be completely removed from Emergency Services and cannot be sold to another Agency who could potentially use it for Emergency Services
- **Projected Period of Performance Start Date:** 05/01/2021
- **Projected Period of Performance End Date:** 04/30/2023
- Awards projected to begin approximately April 30, 2021, and continuing no later than September 30, 2021

Grant Update

Questions?

Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:**

Prepared By: Melissa Beard

Subject

Discuss the progress of the AMI project.

Recommendation

Discussion

Please see attached for a summary of the project.

Current AMI Implementation

- Total meters replaced 6,609
- Remaining 6,648
- Saturation 49.55%

- Replaced meter box -126
- New meter lid - 415
- Cut existing metal lid for antenna - 3,992

- Meter implementation began October 5th
- Neptune portal training January 28th

Service Concerns November 1st - February 2nd

- 19 inquiries regarding usage
- 26 data logs pulled, all showing leak on customer side





Copy of data log.

Neptune Meters use 15 minute intervals to determine the flow conditions.

There are 96, 15 minute cycles each day.

If there is usage in 0 to 49 of the 15 minute cycles it is considered Normal Flow.

If there is usage in 50 to 95 of the 15 minute cycles it is considered Intermittent Flow.

If there is usage in 96 of the 15 minute cycles it is considered Continuous Flow.

Continuous or Intermittent is considered a leak

Interval End Time	Interval Reading	Interval Consumption	Reverse Flow	Consumption Flag
11/29/2020 15:21	11151	212		Continuous
11/29/2020 16:21	11362	211		Continuous
11/29/2020 17:21	11573	211		Continuous
11/29/2020 18:21	11783	210		Continuous
11/29/2020 19:21	11995	212		Continuous
11/29/2020 20:21	12206	211		Continuous
11/29/2020 21:21	12417	211		Continuous
11/29/2020 22:21	12629	212		Continuous
11/29/2020 23:21	12834	205		Continuous
11/30/2020 00:21	13046	212		Continuous
11/30/2020 01:21	13256	210		Continuous
11/30/2020 02:21	13466	210		Continuous
11/30/2020 03:21	13676	210		Continuous
11/30/2020 04:21	13886	210		Continuous
11/30/2020 05:21	14096	210		Continuous
11/30/2020 06:21	14307	211		Continuous
11/30/2020 07:21	14490	183		Continuous
11/30/2020 08:21	14503	13		Continuous
11/30/2020 09:21	14515	12		Continuous
11/30/2020 10:21	14532	17		Continuous
11/30/2020 11:21	14569	37		Intermittent
11/30/2020 12:21	14599	30		Intermittent
11/30/2020 13:21	14614	15		Intermittent
11/30/2020 14:21	14635	21		Intermittent
11/30/2020 15:21	14661	26		Intermittent
11/30/2020 16:21	14690	29		Intermittent
11/30/2020 17:21	14709	19		Intermittent
11/30/2020 18:21	14803	94		Intermittent
11/30/2020 19:21	15018	215		Intermittent
11/30/2020 20:21	15230	212		Intermittent
11/30/2020 21:21	15442	212		Intermittent
11/30/2020 22:21	15655	213		Intermittent
11/30/2020 23:21	15867	212		Intermittent
12/01/2020 00:21	16078	211		Intermittent
12/01/2020 01:21	16289	211		Intermittent
12/01/2020 02:21	16500	211		Intermittent
12/01/2020 03:21	16712	212		Intermittent
12/01/2020 04:21	16923	211		Intermittent
12/01/2020 05:21	17134	211		Intermittent
12/01/2020 06:21	17345	211		Intermittent

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Parks and Recreation **Account Code:**

Prepared By: Rob Diaz

Subject

Discuss Lake Lavon Study – Joint work session with Parks and Recreation Board.

Recommendation

Discussion

In 2020, the City Council adopted the newest Parks, Recreation, and Open Space Plan. The plan identified priorities for parks and recreation facility development based on citizen, City Council, Parks and Recreation Board, and staff input. Two areas of development identified are various aquatics amenities and park development in and around Lavon Lake.

CITY OF WYLIE | PARKS, RECREATION & OPEN SPACE MASTER PLAN

Wylie Priority Rankings

Rank	Action Plan	High	Moderate	Low
1	Hike/bike/walk trails that are connected throughout the city	◆		
2	Sprayground	◆		
3	Expand amenities at Lavon Lake (fishing, picnicking, swim beach)	◆		
4	Hike/bike/walk nature trails along the lake/dam	◆		
5	Aquatic Center (indoor – leisure area and lap lanes)	◆		
6	Aquatic Center (outdoor – leisure area and lap lanes)	◆		
7	Special events in parks	◆		
8	Additional lighting in parks	◆		
9	Multipurpose sports fields (football, soccer, baseball, softball)	◆		
10	Additional practice fields (football, soccer, baseball, softball)	◆		

The two studies are currently funded in the FY2020-2021 Budget. Both studies will be performed by Dunaway Associates, they were the consultants that completed the adopted Master Plan in 2020.

The February 9, 2020 work session will be an opportunity for both the City Council and Parks and Recreation Board to gain insight on the development of facilities in and around Lavon Lake. The work session will also identify some goals and outcomes for the project. The Lavon Lake study will be completed in late 2021 or early 2022.

CITY OF WYLIE

Lake Parks Master Plan

East Fork Park & Avalon Park

Council Work Session

February 9, 2021

DUNAWAY with PROS Consulting



2020 Parks Master Plan Priority R...

Rank	Action Plan	High
1	Hike/bike/walk trails that are connected throughout the city	◆
2	Sprayground	◆
3	Expand amenities at Lavon Lake (fishing, picnicking, swim beach)	◆
4	Hike/bike/walk nature trails along the lake/dam	◆
5	Aquatic Center (indoor – leisure area and lap lanes)	◆
6	Aquatic Center (outdoor – leisure area and lap lanes)	◆
7	Special events in parks	◆
8	Additional lighting in parks	◆
9	Multipurpose sports fields (football, soccer, baseball, softball)	◆
10	Additional practice fields (football, soccer, baseball, softball)	◆
11	Benches/seating areas	◆

2021 Lake Parks Master Plan

- Produce a concept plan
- Provide preliminary capital costs
- Evaluate financial performance (O&M)

CITY OF WYLIE

Planning Process

Data Gathering & Base Mapping

- ✓ *Base Mapping & Kick Off Meeting.....December*
- ✓ *Site Reviews.....December*

Site Analysis & Facilities Assessment

- ❑ Site Analysis / Opportunities & Constraints Exhibits
- ❑ ***PROS*** **-** Facilities Assessment

Market Analysis & Validation

- ❑ ***PROS*** - Identify Target Service Markets / Revenue Proj + Programming / Proforma
- ❑ Final Program

CITY OF WYLIE

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Concept Development

- ❑ Prepare Concept Alternatives
- ❑ Consensus Concept Plan

Preliminary Master Plan

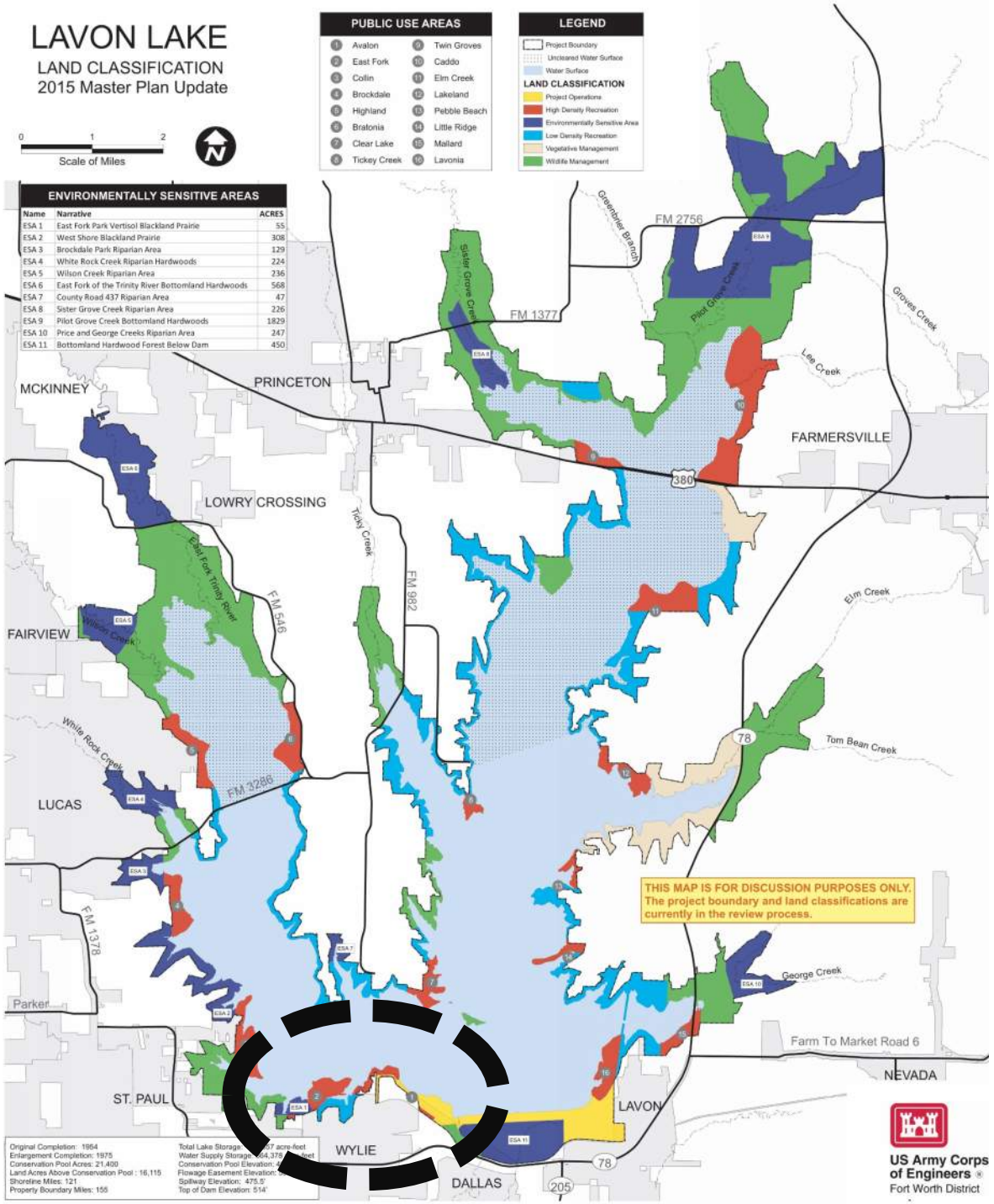
- ❑ Prepare Prelim MP Exhibits
- ❑ Preliminary Budget Projections

Financial Feasibility Analysis

- ❑ ***PROS*** – Financial Performance / O&M / Financial Model

Final Master Plan

USACE Land Classifications

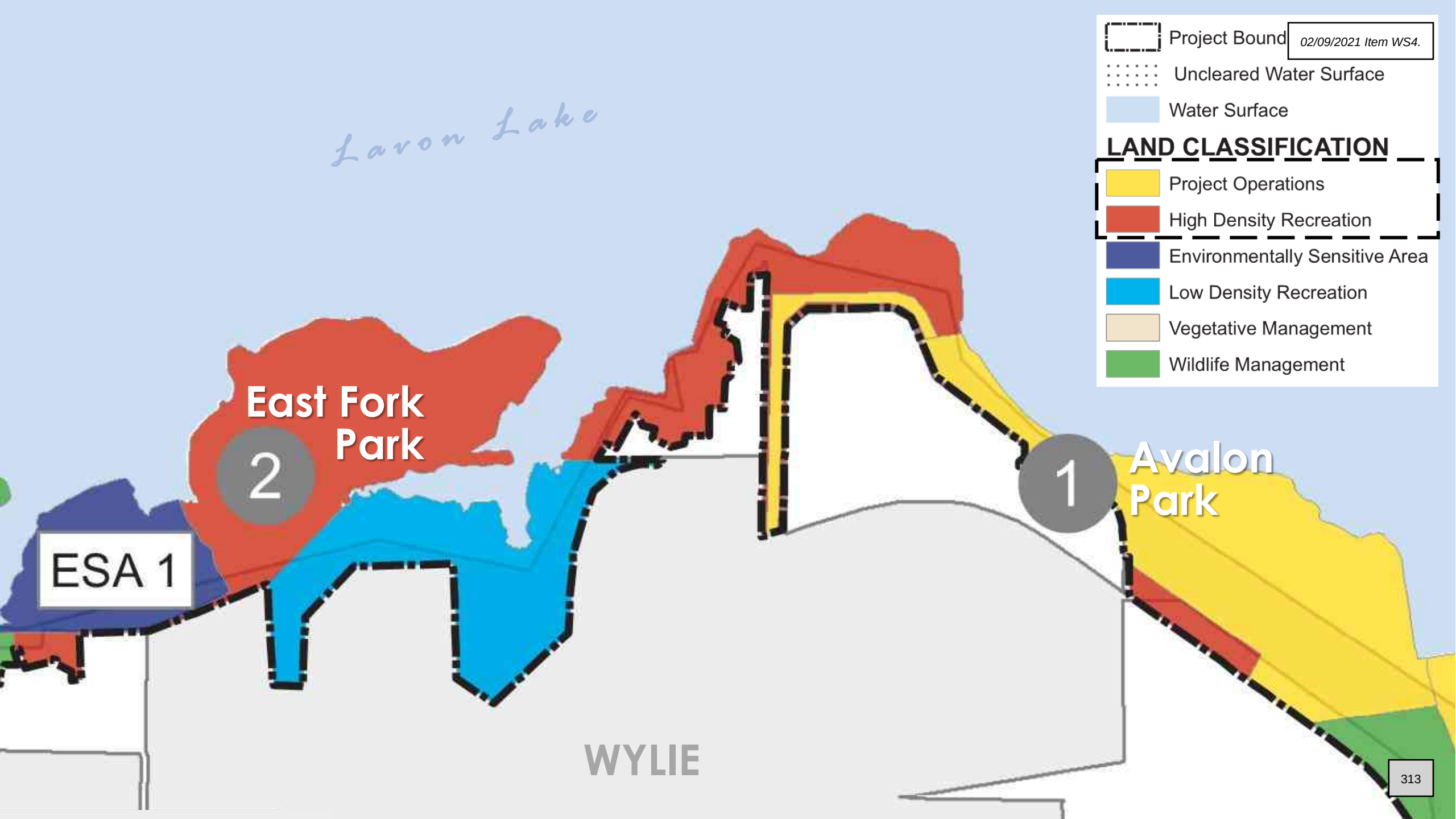


✓ High Density Recreation

- Intensive recreational activities by the visiting public, including developed recreation areas and areas for marinas, related concessions, resorts, etc.
- Not typically allowable – sport fields, dog parks, etc.

✓ Project Operations

- lands managed for operation of the dam, project office, and maintenance yards, all of which must be maintained to carry out the authorized purpose of flood control.
- Limited recreational use may be allowed for activities such as public fishing access.


Lavon Lake
Project Bound
Uncleared Water Surface
Water Surface
LAND CLASSIFICATION
Project Operations
High Density Recreation
Environmentally Sensitive Area
Low Density Recreation
Vegetative Management
Wildlife Management
East Fork Park
2
1
Avalon Park
ESA 1
WYLIE



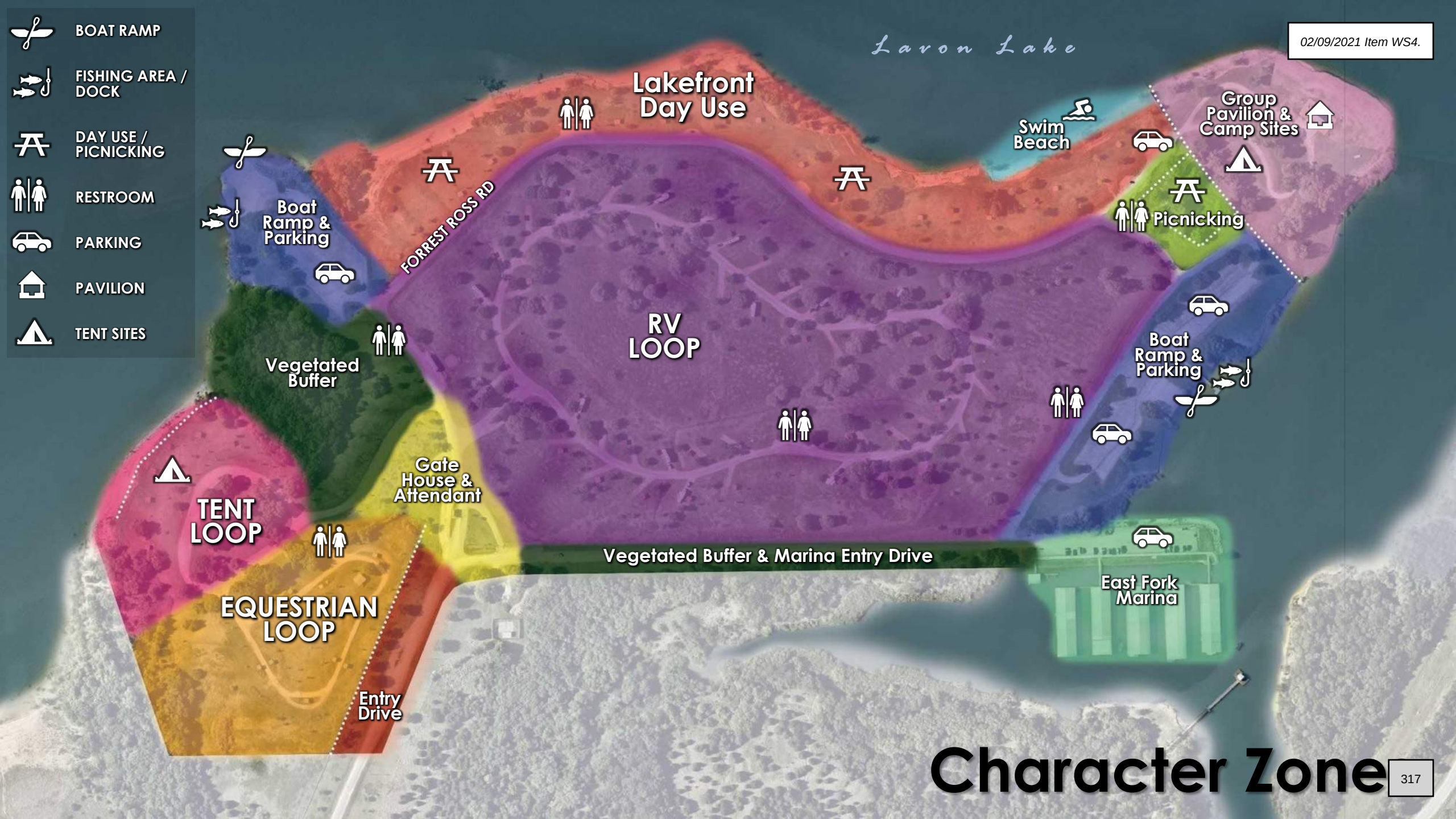
East Fork Park



Existing Condition


Normal Pool (492')
100 Year Floodplain (505')
Laron Lake
492'
Swim Beach
Boat Ramp
FORREST ROSS RD
505'
RV LOOP
Boat Ramp
492'
505'
TENT LOOP
EQUESTRIAN LOOP
East Fork Marina
East Fork Trailhead

Hydrology



Character Zone









Entry Drive / Gate House & Attendant





RV Loop











Tent Loop







Equestrian Loop











Pavilion & Group Camp Sites





Picnic Area with Restroom / Shower Facility





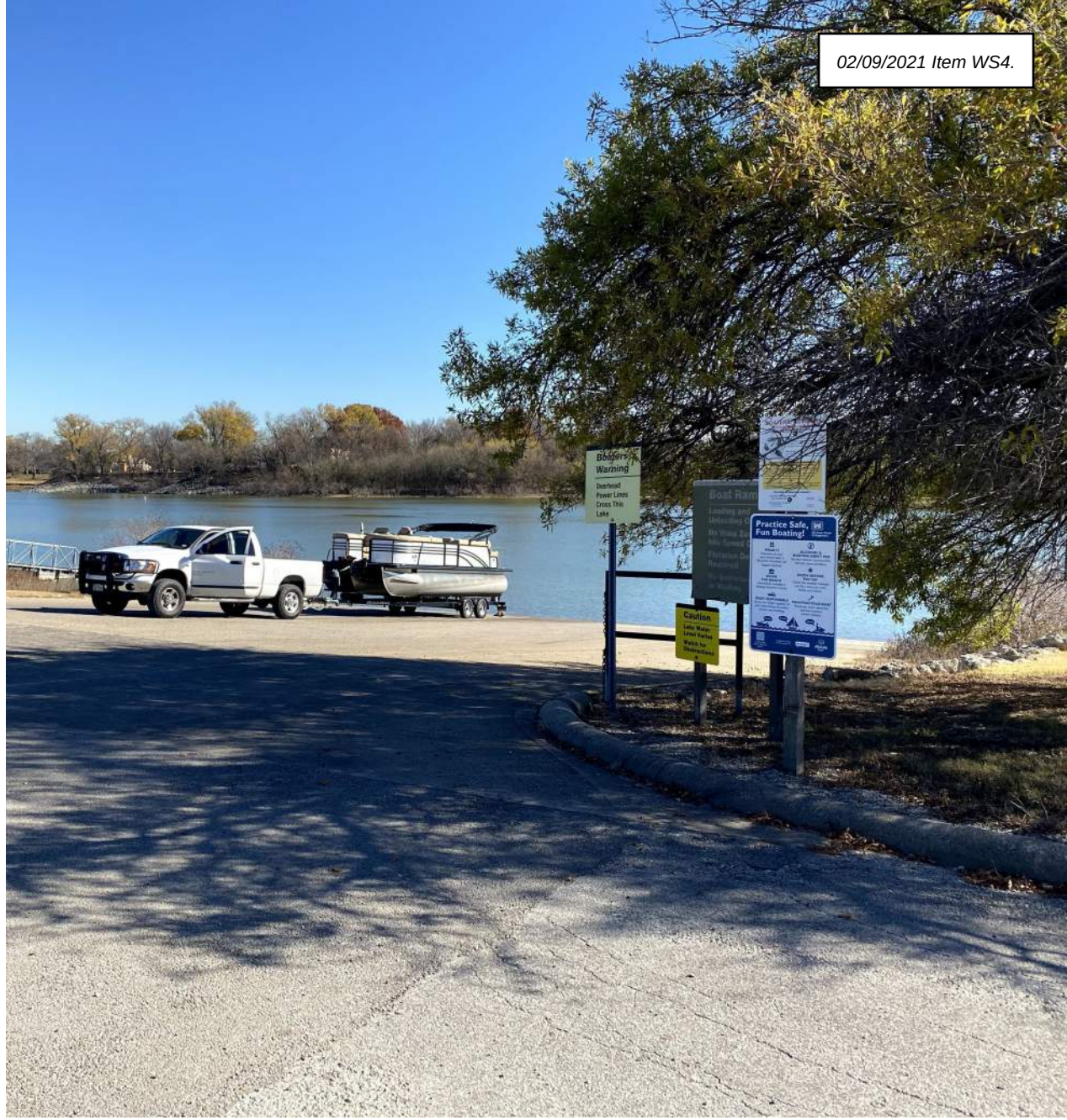




Lakefront Day Use & Swim Beach







Marina & Boat Ramp



Avalon Park



Existing Conditions



Existing Conditions *(West)*



Hydrology *(West)*



Character Zones *(West)*



Existing Conditions *(East)*



Hydrology *(East)*



Character Zones *(East)*







Entry Drive







Lakefront & Shaded Day Use



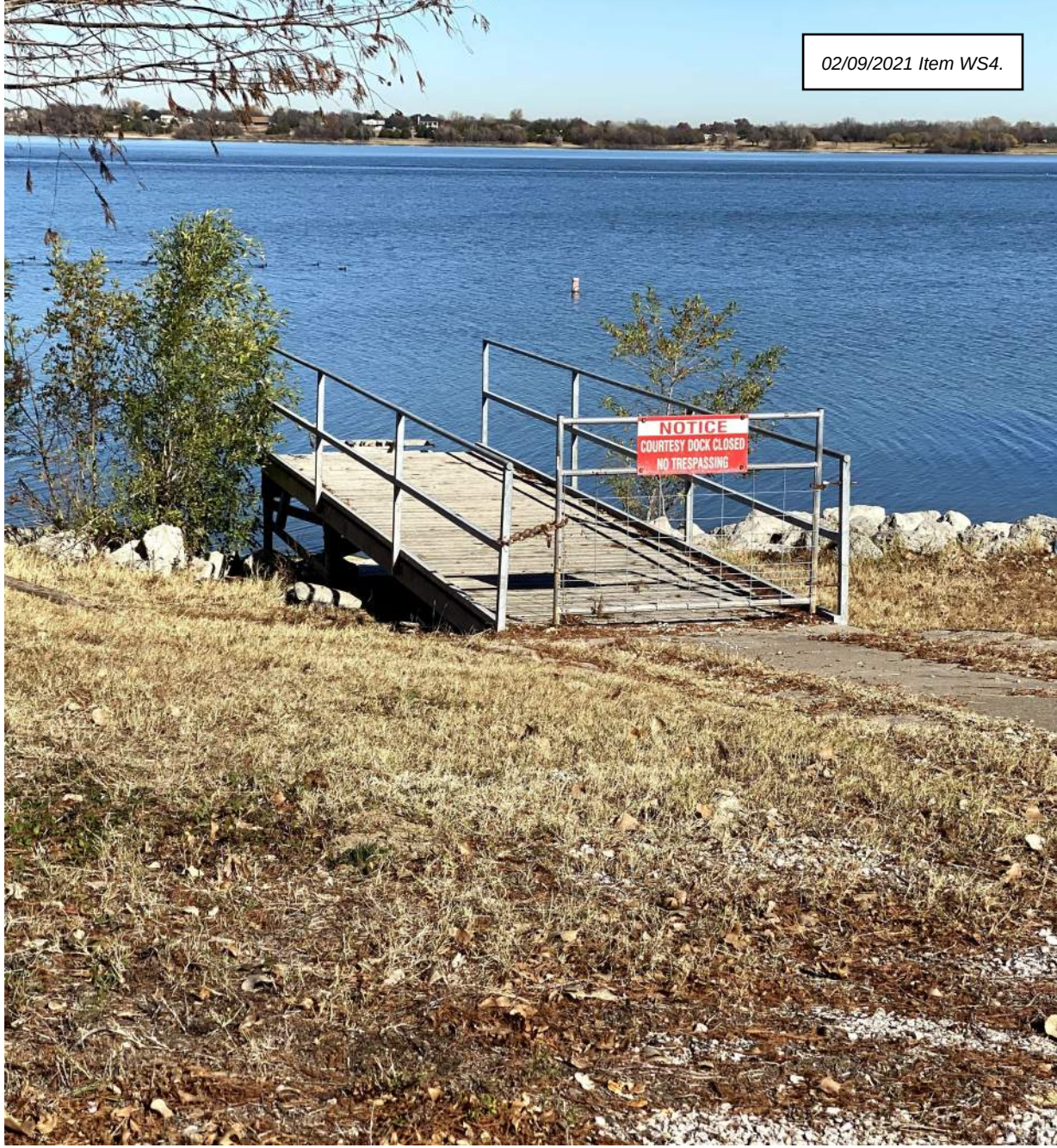




Fishing Shore & Swim Beach







Boat Ramp & Parking







Hackberry Group Shelter Area







Project Operations & Spillway Fishing



pros consulting LLC

Facilities Assessment

CITY OF WYLIE

Total Cost of Ownership



Capital Investment + Operations & Maintenance + Lifecycle Replacement = Total Cost of Ownership

CITY OF WYLIE

East Fork Park Lifecycle Replacement Needs

$3.5 Million

Category	Unit	Suggested Lifecycle (in years)	Total units in last 10 years of lifecycle	Average Replacement Cost (per Unit)	Capital Improvement Funding Needed
BBQ Grill	EA	10	100	$500	**$50,000**
Courtesy Dock	EA	20	2	$50,000	**$100,000**
Day Use Shelter	AC	40	113	$20,000	**$2,260,000**
Fire Pit	EA	10	66	$350	**$23,100**
Flag Pole	EA	20	1	$3,200	**$3,200**
Parking Space	EA	10	165	$775	**$127,875**
Picnic Tables	EA	10	115	$1,500	**$172,500**
Recreational Vehicle Slips	EA	20	50	$6,000	**$300,000**
Restroom	SF	30	300	$250	**$75,000**
Roads (assumes gravel road)	LM	20	2.4	$100,000	**$240,000**
Tent Site	EA	15	12	$100	**$1,200**

CITY OF WYLIE

Avalon Park Lifecycle Replacement Needs



$2.1 Million

Category	Unit	Suggested Lifecycle (in years)	Total units in last 10 years of lifecycle	Average Replacement Cost (per Unit)	Capital Improvement Funding Needed
BBQ Grill	EA	10	62	$500	**$31,000**
Boat Ramp	LF	40	0	$5	**$0**
Courtesy Dock	EA	20	1	$50,000	**$50,000**
Day Use Shelter	AC	40	56	$20,000	**$1,120,000**
Drinking Fountain	EA	15	1	$4,500	**$4,500**
Horseshoe Pit	LS	10	1	$1,500	**$1,500**
Parking Space	EA	10	200	$775	**$155,000**
Picnic Tables	EA	10	56	$1,500	**$84,000**
Picnic Shelter	EA	40	0	$40,000	**$0**
Restroom	SF	30	2000	$250	**$500,000**
Roads (assumes gravel road)	LM	20	1.1	$100,000	**$110,000**
Signage (Monument-Park Name)	EA	20	1	$12,000	**$12,000**
Trash (Dumpster Stand-Alone)	EA	10	8	$2,500	**$20,000**
Volleyball Court (Grass)	LS	30	1	$4,000	**$4,000**



Visioning

CITY OF WYLIE

Visioning Questions

1) How do you *envision* these lake parks **5 to 10 years** from now?

2) What type of *new amenities* would be **most used** and **best serve** Wylie if installed at the lake parks today?

3) Is camping a continued focus? If so, how should it be **branded**?
   - *Resort Destination, Glamping, Retro/Vintage, Cabin Rentals, Primitive Camping*

4) What **target market** do you want to attract?
   - *Local Day Use (Family Reunions, Birthday Parties, Church Picnics, etc.), Regional Visitors, Weekenders, Snowbirds/Seasonal, Festival Goers*

5) What **great lake parks** have you visited that Wylie could *learn* from?

CITY OF WYLIE

Next Steps

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Preliminary Master Plan

- ❑ Prepare Prelim MP Exhibits
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Financial Feasibility Analysis

- ❑ ***PROS*** – Financial Performance / O&M / Financial Model

Final Master Plan