

Wylie City Council Regular Meeting

October 25, 2022 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

[PR1.](#) Arbor Day.

PR2. Municipal Court Week.

PR3. Hunger and Homelessness Awareness Week.

PR4. Term 1 Shining the Wylie Way Students (K-12).

PR5. Woman Owned Business 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 October 11, 2022 Regular City Council Meeting minutes.

[B.](#) Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective December 1, 2022, setting terms and stipend of service.

[C.](#) Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Presiding Municipal Court Judge for the City of Wylie effective November 1, 2022, setting terms and stipend of service.

[D.](#) Consider, and act upon, a Final Plat for Woodlake Village, Lots 3-6, Block A, being a Replat of Lot 1, of Woodlake Village, establishing four commercial lots on 7.788 acres, generally located on State Highway 78 being 1000' east of Eubanks Lane.

[E.](#) Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2022.

[F.](#) Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2022.

- G. Consider, and act upon, Ordinance No. 2022-67 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- H. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2022.

REGULAR AGENDA

1. Hold a Public Hearing, consider, and act upon, a change in zoning from Agricultural District (AG/30) to Planned Development - Single Family (PD-SF) to allow for a single family residential development with three open space lots and a commercial tract on 32.288 acres, generally located on Country Club Road approximately 2000' south of Parker Road (ZC 2022-14).
2. Consider, and act upon, the acceptance of the resignation of Brett Swendig and the appointment of a new board member to the City of Wylie Parks and Recreation Board to fill the term of October 2022 to June 30, 2023.

WORK SESSION

WS1. Discuss Voluntary Flag Retirement Program.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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

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

- ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 1378/Parker, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, and State Hwy 78/Brown.

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

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

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

- ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2013-9a, 2017-6a, 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9a, 2021-9b, 2021-9f, 2021-11a, 2021-12a, 2022-1b, 2022-4d, 2022-7b, 2022-7c, and 2022-9f.

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 October 21, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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



Wylie City Council

AGENDA REPORT

Department: PARD
Prepared By: Carmen Powlen

Account Code: _____

Subject

Arbor Day.

Recommendation

Discussion

The City of Wylie is celebrating Texas Arbor Day on Friday, November 4 between 3 - 5 pm in the courtyard between the Wylie Recreation Center and Smith Public Library. At this come-and-go celebration, participants may pick up an Eastern Red Cedar or a Texas Redbud seedling at no charge, tree education opportunities will be available, and visitors can create a take-home craft.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of October 11, 2022 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

October 11, 2022 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:05 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, and Councilman Timothy T. Wallis (6:25). Councilman Garrett Mize was absent.

City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Police Chief Anthony Henderson; Finance Director Melissa Beard; Assistant Fire Chief Brian Ritter; Public Information Officer Craig Kelly; Public Works Director Tommy Weir; City Engineer Tim Porter; Project Engineer Jenneen Elkhali; Purchasing Manager Glenna Hayes; Assistant to City Secretary Erin Day; Parks and Recreation Director Carmen Powlen; Assistant Parks and Recreation Director Brent Stowers; Wylie Economic Development Executive Director Jason Greiner; Public Art Coordinator Carole Ehrlich; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Fire Prevention Week.

Mayor Porter proclaimed the week of October 9-15, 2022 as Fire Prevention Week in Wylie, Texas. Members of Wylie Fire Rescue were present to accept the proclamation.

Assistant Fire Chief Brian Ritter gave a brief history of Fire Prevention Week and urged citizens to make a plan in case of a fire, check smoke detectors, and contact the fire department if assistance is needed.

PR2. Domestic Violence Awareness Month.

Mayor Porter proclaimed the month of October 2022 as Domestic Violence Awareness Month in Wylie, Texas. Kisha Voss, representing Wylie Police Department, and Janet Collinsworth, representing Jericho Village, were present to accept the proclamation.

Voss explained that at the Wylie Police Department they give resources to victims of domestic violence, and expressed her excitement that Agape is coming to town to give assistance. Collinsworth explained how they were able to come to Wylie and gave credit to Voss for her assistance in that. She explained that Agape offers emotional, financial, childcare, transportation, and housing support.

PR3. Wylie Wisecrackers Toastmasters Month.

Mayor Porter proclaimed the month of October 2022 as Wylie Wisecrackers Toastmasters Month in Wylie, Texas. Members of the Wylie Wisecrackers Toastmasters were present to accept the proclamation.

Gary Moore, Vice President of Wisecrackers Toastmasters Club in Wylie, gave a brief history of the Toastmasters Club organization. He advised the club teaches you to speak in public and gave meeting dates and times. Mayor Porter expressed his appreciation for the club's involvement in the community.

Councilman Toby Wallis took his seat at the dais at 6:25 p.m.

PR4. National Dyslexia Awareness Month.

Mayor Porter proclaimed the month of October 2022 as National Dyslexia Awareness Month in Wylie, Texas. Members of the Wylie Independent School District Dyslexia Program and some children and parents affected by dyslexia were present to accept the proclamation.

Mr. Ramirez gave some information about his family's experience with the dyslexia program and explained how it helped his daughters and expressed gratitude for the program.

PR5. Chamber of Commerce Week.

Mayor Porter proclaimed the week of October 17-21, 2022 as Chamber of Commerce Week in Wylie, Texas. Members of the Wylie Chamber of Commerce were present to accept the proclamation.

Members gave introductions and explained how the chamber has 450 members currently and some programs that they host including the rodeo, luncheons, meetings at the library, etc.

PR6. Rail Safety Week.

Mayor Porter recognized the week of September 19-25, 2022 as Rail Safety Week in Wylie, Texas.

PR7. Breast Cancer Awareness Month.

Mayor Porter recognized the month of October 2022 as Breast Cancer Awareness Month in Wylie, Texas.

COMMENTS ON NON-AGENDA ITEMS

No citizens were present wishing to address Council on non-agenda items.

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 September 27, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2022-65 setting the time and place for all regular City Council Meetings in the 2023 calendar year.
- C. Consider, and act upon, the approval for construction of a new Residential structure in accordance with Ordinance No. 2022-34. Property located at 100 S. Cottonbelt St. within the Downtown Historic District.
- D. Consider, and act upon, a Final Plat of Lots 1, 2 and 3, Block A of LI 78 Logistics Center, establishing three lots on 22.052 acres, generally located on the southwest corner of State Highway 78 and Wylie East Drive.
- E. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.
- F. Consider, and act upon, approval of the Park Event Application from the Wylie P.O.L.I.C.E. Club, a non-profit organization, to hold their annual Wylie P.O.L.I.C.E. Club Co-Ed Softball Tournament fundraiser event in Founders Park on November 5, 2022.

- G. **Consider, and act upon, Ordinance No. 2022-66 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**
- H. **Consider, and act upon, the approval of the purchase of Streaming Equipment, Installation and Streaming Services (#W2022-98-I) from Swagit Productions LLC in the amount of \$99,089.00 through a cooperative purchasing contract with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute any necessary documents.**

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Councilman Mize absent.

REGULAR AGENDA

- 1. **Consider, and act upon, a recommendation by the Public Art Advisory Board for the final artist, design, and contract to commission art for the entrance to the Municipal Walking Trails, not to exceed \$85,000.**

Staff Comments

Public Art Coordinator Ehrlich addressed the Council stating the Public Arts Board received 68 submissions for selection. The Board formed a selection committee, which ranked the artists and it was narrowed down to three artists. The selection committee unanimously chose Katy Antill as the winner.

Katy Antill presented a model of her piece, explained the importance of the preservation of the Blackland prairie, and commended the City for its effort. She gave a presentation that highlighted where she got her inspiration from, the features and dimensions of the art piece, where the piece will be located, the materials she will be using, most of which are from the USA, the lighting in the piece, the elements of the piece and how they are relevant to Texas history, the inclusion of Caddo Indian Tribe inspired artwork, the budget for the work, and her business information.

Council Comments

Councilman Williams commended the artist on her work and asked if she would use epoxy grout. She advised that it is a little more expensive but the grout they are using has flex. Mayor *pro tem* Forrester also commented that it was a great piece. Councilman Duke advised he thinks it's a beautiful piece and nice addition to the City. Councilman Strang advised he appreciates the detail that was put into the work. Councilman Wallis thanked her for her time and commended her work on the mosaic.

Council Action

A motion was made by Councilman Williams, seconded by Mayor *pro tem* Forrester, to approve Item 1 as presented. A vote was taken and the motion passed 6-0 with Councilman Mize absent.

Mayor Porter recessed the Council into a break at 7:11 p.m.

Mayor Porter reconvened the Council at 7:18 p.m.

WORK SESSION

Mayor Porter convened the Council into a Work Session at 7:18 p.m.

WS1. Discuss Downtown Traffic Analysis Results - Parking and Sidewalks.

Joshua Smith, representing Lee Engineering, addressed Council giving a presentation on the sidewalk and parking layout results including assumed improvements to Brown Street; assumed improvements at SH 78 and Ballard; assumed improvements at SH 78 and Birmingham; and assumed improvements at College Street.

Questions and comments from Council included why is there a traffic signal at Jackson and not a protected left turn on Birmingham Street, expressed concerns with the possibility of traffic stacking and backing up on Brown Street, expressed concerns that installing a traffic signal at Birmingham Street could result in vehicles stopping on the train tracks when stacking, requested the traffic signal at Jackson be looked at in the future and not at the beginning of the project, and asked questions about the allowance of U-turns on SH 78 at Birmingham Street.

Smith and City Engineer Porter addressed the questions. Porter added the stop lights and specific intersections will be discussed more in detail at a future date; tonight, staff is seeking direction on sidewalk and parking options.

Smith showed four different sidewalk and parking options including: Option 4a-1 (60-degree parking), Option 4a-2 (45-degree parking), Option 4a-3 (30-degree parking), and Option 4a-4 (parallel parking). Smith showed Option 1 with the existing conditions; Option 4a-1 with Birmingham-Ballard as one-way traffic and Jackson Avenue as two-way traffic with 60-degree angled parking on Jackson Avenue and Ballard Avenue and parallel parking on Birmingham Street; Option 4a-2 with Birmingham-Ballard as one-way traffic and Jackson Avenue as two-way traffic with 45-degree angled parking on Jackson Avenue and Ballard Avenue and parallel parking on Birmingham Street; Option 4a-3 with Birmingham-Ballard as one-way traffic and Jackson Avenue as two-way traffic with 30-degree angled parking on Jackson Avenue and Ballard Avenue and parallel parking on Birmingham Street; and Option 4a-4 with Birmingham-Ballard as one-way traffic and Jackson Avenue as two-way traffic with parallel parking on Jackson Avenue, Ballard Avenue, and Birmingham Street. Smith showed parking option details and parking comparisons for the four options.

Pam Wells, representing Wylie Flower Shop, asked if the parallel parking on Ballard Street would be safe with it only being one lane. Mayor Porter replied that it would take time for people to get used to it, and suggested we may have to make the speed limits slower. Wells asked when turning left off of SH 78 to Ballard Street if there were two turning lanes. Mayor Porter replied it will be two lanes until Oak Street. Wells asked if there could be an entrance put up that would keep big trucks from coming down Ballard Street.

Council feedback included moving forward with Option 4a-4 overall except for the area on Ballard Street from Oak Street to SH 78 and there use Option 4a-2.

WS2. Discuss updates to dog park and splash pad schematic designs.

Assistant Parks and Recreation Director Stowers gave a presentation updating Council on the progress and cost estimates of the dog park and splash pads. Stowers reported the main change to the initial dog park schematic was shrinking the two large dog paddocks to about 1.3 acres each.

Councilman Wallis asked if there were any plans to add security lights. Stowers replied there will be four to five poles spread throughout.

Stowers reported the East Meadow Sprayground on Brown Street has changed quite a bit as they added two additional parking bays, and moved the bathroom and splash pad to the west side which did change the design of the splash pad but did not change the square footage. These changes did increase the cost with most of that being the result of the third bay of parking. Stowers reported that it will be designed but may not be constructed at this time. Councilman Williams asked about the budgeted amount and current cost. Stowers advised they are at about \$1.3 million for this splash pad and the additional parking has added \$230,000. Councilman Strang asked for the initial budgeted amount. Stowers replied that \$1.2 million was budgeted for both splash pads. Strang expressed his concern about the cost and where the additional funds are going to come from. Mayor Porter replied there are a few different options from the 4B fund or acquisition and improvement fund. Mayor *pro tem* Forrester added one of the splash pads may be the appropriate location for the art mural discussed by Council last year.

Stowers reported that the Community Park Sprayground only had one update with the mechanical enclosure being moved behind the existing restroom building.

Mayor Porter recessed the Council into a break at 8:35 p.m.

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

WS3. Discuss the status of the creation of Tax Increment Reinvestment Zones within the City of Wylie.

Economic Development Executive Director Greiner gave a presentation advising that he has been working with the consultant on future appraised values. Greiner reported there is a lot more opportunity on the east side as the west side of the City has been mostly developed. Greiner gave numbers on what it would have looked like if the City had started a TIRZ three to five years ago. Greiner and Parker requested input from Council on what increment they would be interested in looking at so that additional information can be brought back before Council.

City Manager Parker added long-term he looks at build-out, retaining employees, and adding new programs while continuing to adopt the no new revenue tax rate which leaves no money to do those items if that money is designated to the TIRZ.

Council comments and questions included concerns that this is something that could not be utilized within the next 20 years, was the no new tax rate calculated into the future numbers, expressed concern that the TIRZ will be a tax increase, expressed concerns with a TIRZ affecting service to the citizens if Council continues to approve the no new revenue rate, do not think it is a good fit for the City at this time, and this would have been beneficial 15-20 years ago.

Council's direction was to not move forward with the creation of TIRZ with the City of Wylie at this time.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 9:22 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive session at 9:22 p.m.

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

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

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

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

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

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Project 2021-12a.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 9:48 p.m.

READING OF ORDINANCES

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

Assistant to City Secretary Day read the captions to Ordinance Nos. 2022-65 and 2022-66 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to adjourn the meeting at 9:50 p.m. A vote was taken and the motion passed 6-0 with Councilman Mize absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Municipal Court
 Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective December 1, 2022, setting terms and hourly rate of service.

Recommendation

Motion to approve Item as presented.

Discussion

Article IV, Section 3c of the City of Wylie Charter states “the city council shall, in the absence or disability of the appointed judge of the municipal court, appoint an acting judge to serve during such absence or disability. The acting judge may be compensated by the city council for his performance of required duties.”

The appointment of the Associate Municipal Court Judge is for a two-year term effective December 1, 2022 through November 30, 2024, and may be renewed for another two (2) year term. Compensation for services provided by the Associate Municipal Court Judge is a set monthly rate of \$3000.00. This does reflect a change from an hourly rate to a set monthly rate. Judge McSwain works approximately 40 hours a month (\$75.00 an hour). She currently presides over our juvenile and truancy dockets, performs magistrate duties for the Wylie jail, signs warrants, and other judicial services as needed. Judge McSwain has served the City of Wylie for two years as the Associate Municipal Court Judge.

It is recommended that Judge McSwain continue to provide service to the City as the City of Wylie Municipal Court Associate Judge.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – ASSOCIATE JUDGE

The **City of Wylie, Texas**, a home-rule municipality (“Wylie”), and **Ashley McSwain** (“Contractor”) hereby enter into this Municipal Court Judicial Services Agreement (“Agreement”). Wylie and Contractor are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the City Council of the City of Wylie, Texas (“Wylie”) has established and maintains the Wylie Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 3 of Wylie City Charter; and

WHEREAS, Contractor desires to contract with Wylie to provide such judicial services as an associate judge for the Wylie Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Wylie and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Wylie and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Wylie; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Wylie’s objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor’s professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as an associate judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;

- (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
- (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (f) Performing such other functions within Wylie Municipal Court normally required of a municipal court associate judge; and
- (g) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

The Presiding Judge of the Wylie Municipal Court shall establish the times and days for the court dockets and retains authority to change the same from time to time. Contractor shall perform the Services at the dockets so established and to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Wylie-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,000.00 per
- Municipal Court Judicial Services Agreement – Associate Judge**

month of work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Wylie or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Wylie shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of presiding judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Wylie about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of **Municipal Court Judicial Services Agreement – Associate Judge**

instruction annually in the performance of the duties of a municipal court associate judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
 8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.
 9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
 10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
 11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.
 12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.
 13. Savings/Severability. In the event that a term, condition or provision of this Agreement
- Municipal Court Judicial Services Agreement – Associate Judge**

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 included in this Agreement.

14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, 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.
16. 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.
17. No 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.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Ashley McSwain
 108 S. Jackson Ave. Ste.207
 Wylie, Texas 75098
 Telephone: [REDACTED]
 Email: [REDACTED]

If to Wylie, to: City of Wylie

Municipal Court Judicial Services Agreement – Associate Judge

Page 5 of 7

Attn: City Manager, Brent Parker
 300 Country Club Rd
 Wylie, Texas
 Email: brent.parker@wylietexas.gov

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn.: Ryan D. Pittman
 1700 Redbud Blvd., Suite 300
 McKinney, Texas 75069
 Telephone: [REDACTED]
 Facsimile: [REDACTED]
 Email: [REDACTED]

20. Representations. Each party states 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. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Wylie; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Wylie and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Wylie and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Wylie for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Wylie for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Wylie may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Wylie and only to conduct business in accordance with this Agreement.
22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Wylie and Contractor.
23. 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.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed 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
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. 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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this 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: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Municipal Court

Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Municipal Court Judge for the City of Wylie effective November 1, 2022, setting terms and stipend of service.

Recommendation

Motion to approve Item as presented.

Discussion

Article IV, Section 3b of the City of Wylie Charter states “the city council shall appoint a judge of the municipal court, who shall be a competent, duly qualified, licensed attorney in the State of Texas. The judge of the municipal court shall be appointed to a term of two years, and may be appointed to additional and consecutive terms, upon completion of his term of office. The appointment of the judge may be terminated by a majority vote of the city council. The judge shall receive compensation as may be determined by the city council. This compensation shall be fixed, and commensurate with the duties performed by the judge.”

The appointment of the Presiding Municipal Court Judge is for a two-year term effective November 1, 2022 through October 31, 2024, and may be renewed for another two (2) year term. Compensation for services provided by the Municipal Court Judge is a set monthly rate of \$3,500.00 (average \$109.38 an hour based on 32 hours). This reflects an increase of \$500.00 in his monthly payment, and remains budget neutral. This increase is recommended to be in line with the average rate for licensed attorneys serving as Presiding Municipal Court Judges (Richardson is \$100 an hour, Rowlett is \$150 hour, and Murphy is \$125 hour). Judge Maldonado presides over show cause, pre-trial, Bench and Jury dockets, performs magistrate duties for the Wylie jail, and signs warrants after hours. Judge Art Maldonado has served the City for 15 years as the Presiding Municipal Court Judge. It is recommended that Judge Maldonado continue to provide service to the City as the Presiding Municipal Court Judge.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – PRESIDING JUDGE

The **City of Wylie, Texas**, a home-rule municipality (“Wylie”), and **Art Maldonado** (“Contractor”) hereby enter into this Municipal Court Judicial Services Agreement (“Agreement”). Wylie and Contractor are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the City Council of the City of Wylie, Texas (“Wylie”) has established and maintains the Wylie Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 3 of Wylie City Charter; and

WHEREAS, Contractor desires to contract with Wylie to provide such judicial services as the presiding judge for the Wylie Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Wylie and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Wylie and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Wylie; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Wylie’s objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor’s professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as the presiding judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;

- (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
- (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (f) Establishing the times and days for the court dockets;
- (g) Performing such other functions within Wylie Municipal Court normally required of a municipal court presiding judge; and
- (h) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

Contractor shall perform the Services at the dockets to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Wylie-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,500.00 per
- Municipal Court Judicial Services Agreement – Presiding Judge**

month of work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Wylie or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Wylie shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of presiding judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Wylie about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of
Municipal Court Judicial Services Agreement – Presiding Judge

instruction annually in the performance of the duties of a municipal court presiding judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.
9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.
12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.

13. 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 included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, 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.
16. 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.
17. No 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.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Art Maldonado
 2770 Main Street, Suite 91
 Frisco, TX 75033
 Telephone: [REDACTED]
 Email: [REDACTED]

If to Wylie, to: City of Wylie
 Attn: City Manager, Brent Parker
 300 Country Club Rd
 Wylie, Texas
 Email: brent.parker@wylietexas.gov

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn.: Ryan D. Pittman
 1700 Redbud Blvd., Suite 300
 McKinney, Texas 75069
 Telephone: [REDACTED]
 Facsimile: [REDACTED]
 Email: [REDACTED]

20. Representations. Each party states 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. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Wylie; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Wylie and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Wylie and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Wylie for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Wylie for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Wylie may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Wylie and only to conduct business in accordance with this Agreement.
22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Wylie and Contractor.
23. 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.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed 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
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. 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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this 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: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Woodlake Village, Lots 3-6, Block A, being a Replat of Lot 1, of Woodlake Village, establishing four commercial lots on 7.788 acres, generally located on State Highway 78 being 1000' east of Eubanks Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Wylie Shops by Slate & Business Park

APPLICANT: Slate Land & Development Co

The applicant has submitted a Replat to create Lot 3, 4, 5, and 6, Block A of Woodlake Village. The property is generally located on State Highway 78 being 1000' east of Eubanks Lane. The 7.788-acre tract was approved by the City Council as Planned Development (PD 2022-38) in May 2022 for the purpose of a Commercial Light Industrial development. The purpose of the Replat is to create three commercial lots, one industrial lot, and the access drives for the retail/industrial development.

This plat is dedicating access, fire, and utility easements for the entire Planned Development. Two access points are provided from Centennial Drive, and one from State Highway 78. The site shall also provide cross access to the adjacent properties to the east and west of the site.

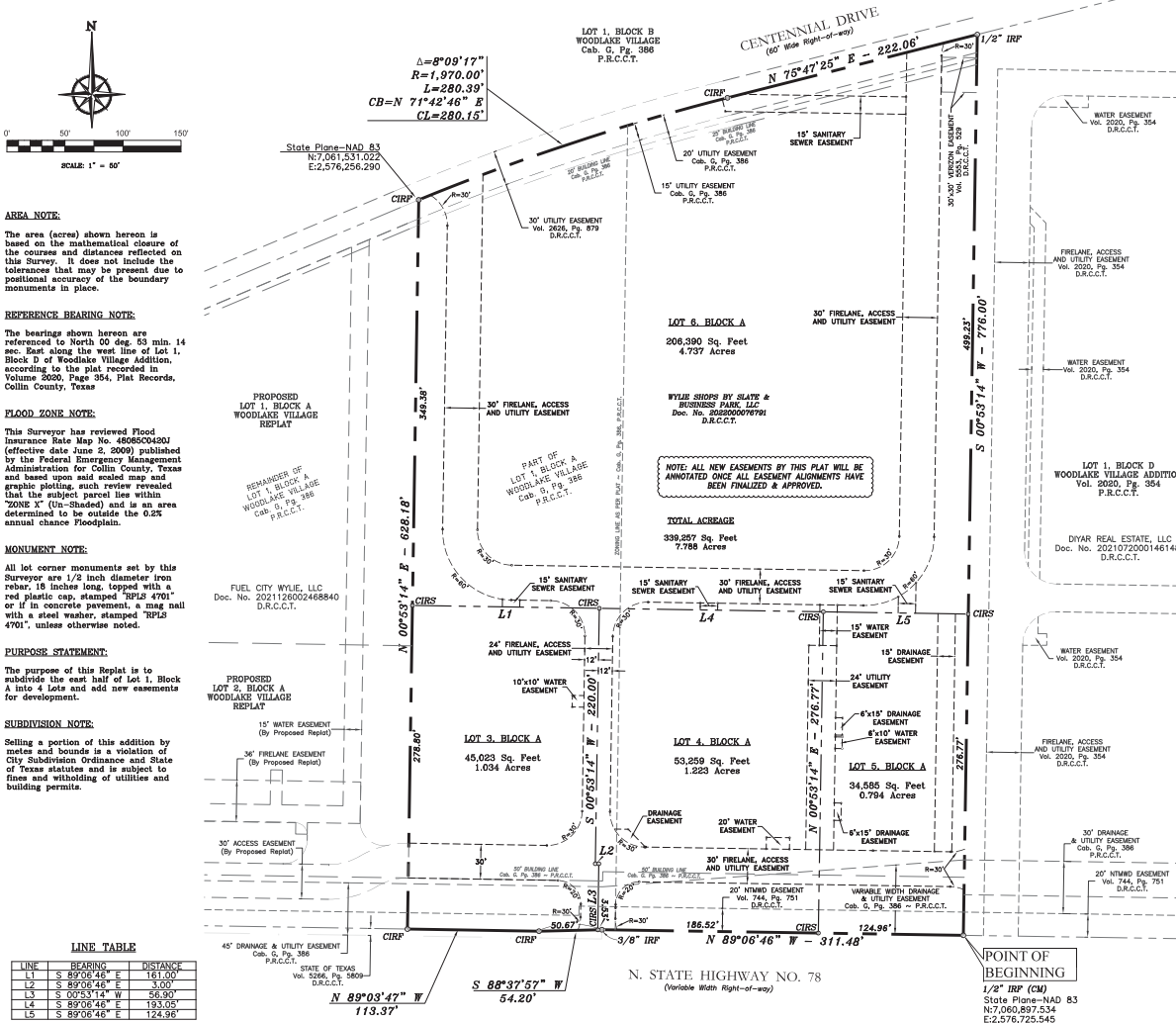
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

The site plan for Lot 4, Block A of Woodlake Village was approved by the P&Z Commission on October 4, 2022.

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The bearings shown hereon are referenced to North 00 deg. 53 min. 14 sec. East along the west line of Lot 1, Block D of Woodlake Village Addition, according to the plat recorded in Volume 2020, Page 354, Plat Records, Collin County, Texas.

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 46065C04801 (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is an area determined to be outside the 0.2% annual chance Floodplain.

MONUMENT NOTE:

All lot corner monuments set by this Surveyor are 1/2 inch diameter iron rebar, 18 inches long, topped with a red plastic cap, stamped "RPLS 4701" or if in concrete pavement, a mag nail with a steel washer, stamped "RPLS 4701", unless otherwise noted.

PURPOSE STATEMENT:

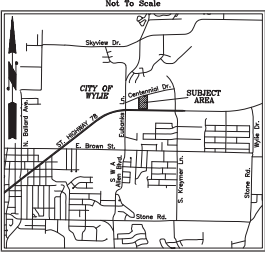
The purpose of this Replat is to subdivide the east half of Lot 1, Block A into 4 Lots and add new easements for development.

SUBDIVISION NOTE:

Selling a portion of this addition by lot and bounds in violation of City Subdivision Ordinance and State of Texas statutes and is subject to fines and withholding of utilities and building permits.

LINE	BEARING	DISTANCE
L1	S 89°06'48" E	161.00'
L2	S 89°06'48" E	3.00'
L3	S 00°53'14" W	56.90'
L4	S 89°06'48" E	193.00'
L5	S 89°06'48" E	124.96'

VICINITY MAP



ABBREVIATIONS

Cab. = Cabinet
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
P.R.C.C.T. = Plat Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
CM = Controlling Monument
IRP = Iron Rod Found
1/2" IRP = 1/2" Iron Rod Set with Red Plastic Cap Stamped "RPLS 4701"
CIRP = 1/2" Iron Rod Found with Green Plastic Cap Stamped "EAGLE SURVEYING"
MNS = Mag Nail Set with Steel Washer Stamped "RPLS 4701"
4701 = The License Number for this Registered Professional Land Surveyor
NTMWD = North Texas Municipal Water District

STATE OF TEXAS)
COUNTY OF COLLIN)

OWNER'S CERTIFICATE

WHEREAS, WYLIE SHOPS BY SLATE & BUSINESS PARK, LLC is the owner of that certain tract of land, situated in the City of Wylie, in the Francisco De La Pena Survey, Abstract No. 688 of Collin County, Texas and being a portion of Lot 1, Block A of Woodlake Village, an addition to the City of Wylie, according to the plat thereof, recorded in Cabinet G, Page 385, Plat Records, Collin County, Texas (P.R.C.C.T.) and also being that same called 7.79 acre tract of land described in a Special Warranty Deed to Wylie Shops By Slate & Business Park, LLC, recorded in Document No. 2022000076791, Deed Records, Collin County, Texas (D.R.C.C.T.) and said parcel being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the north right-of-way line of State Highway No. 78 (variable width right-of-way) for the southeast corner of the above described Lot 1, Block A and said 7.79 acre tract and same being the southwest corner of Lot 1, Block D of Woodlake Village Addition, an addition to the City of Wylie, according to the plat thereof, recorded in Volume 2020, Page 354, P.R.C.C.T.;
THENCE: North 89 deg. 06 min. 48 sec. West, along the common line of said State Highway No. 78 and said Lot 1, Block A, a distance of 311.48 feet to a 3/8 inch iron rod found for an angle corner;
THENCE: South 89 deg. 06 min. 48 sec. West, continuing along said common line, a distance of 54.20 feet to a 1/2 inch iron rod, topped with a green plastic cap, stamped Eagle Surveying, found for an angle corner;
THENCE: North 89 deg. 03 min. 47 sec. West, continuing along said common line, a distance of 113.37 feet to a 1/2 inch iron rod, topped with a green plastic cap, stamped Eagle Surveying, found for the southwest corner of said 7.79 acre tract;
THENCE: North 00 deg. 53 min. 14 sec. East, departing from said State Highway, over & across said Lot 1, Block A and with the west line of said 7.79 acre tract, a distance of 528.18 feet to a 1/2 inch iron rod, topped with a green plastic cap, stamped Eagle Surveying, found on the south right-of-way line of Centennial Drive (60 wide right-of-way) for the northwest corner of said 7.79 acre tract and said point being in a non-tangent curve to the right, having a radius of 1,970.00 feet, a central angle of 08 deg. 09 min. 17 sec. and a chord that bears North 71 deg. 42 min. 44 sec. East - 280.15 feet;
THENCE: Along the common line of said Lot 1, Block A, said 7.79 acre tract and said Centennial Drive and with said curve to the right, an arc distance of 280.39 feet to a 1/2 inch iron rod, topped with a green plastic cap, stamped Eagle Surveying, found for corner at the end of said curve;
THENCE: North 75 deg. 47 min. 25 sec. East, continuing along said common line, a distance of 222.06 feet to a 1/2 inch iron rod found for the northeast corner of said Lot 1, Block A and said 7.79 acre tract and same being the northwest corner of the above described Lot 1, Block D of Woodlake Village Addition;
THENCE: South 00 deg. 53 min. 14 sec. West, departing from Centennial Drive, along the common line of said Lot 1, Block A and said Lot 1, Block D, a distance of 778.00 feet to the POINT OF BEGINNING and containing 339,257 square feet or 7.788 acres of land.

OWNER'S DEDICATION

STATE OF TEXAS)
COUNTY OF COLLIN)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That WYLIE SHOPS BY SLATE & BUSINESS PARK, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as WOODLAKE VILLAGE ADDITION, LOTS 3, 4, 5 AND 6, BLOCK A, an addition to the City of Wylie, Texas, being a replat of LOT 1, BLOCK A, OF WOODLAKE VILLAGE ADDITION, recorded in Cabinet G, Page 385, Plat Records, Collin County, Texas (P.R.C.C.T.) and also being that same called 7.79 acre tract of land described in a Special Warranty Deed to Wylie Shops By Slate & Business Park, LLC, recorded in Document No. 2022000076791, of the Deed Records of Collin County, Texas, does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown on this plat, 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 shown on this plat, nor shall any improvements be placed in, upon or across the easements shown on this plat, except as may be approved by 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.

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 IN COLLIN COUNTY, TEXAS, this _____ day of _____, 2022.
BY:

Kris Ramji, President/CDO
Wylie Shops By Slate & Business Park, LLC

STATE OF TEXAS)
COUNTY OF COLLIN)

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

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Lawrence H. Ringley, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

DATED this _____ day of _____, 2022.

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

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 LAWRENCE RINGLEY, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND IN COLLIN COUNTY, TEXAS, this _____ day of _____, 2022.

Notary Public, State of Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing Replat of the Lots 3, 4, 5 and 6, Block A, Woodlake Village Addition, to the City of Wylie was submitted to the City Council on the day of _____, 2022, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

City Secretary
City of Wylie, Texas

OWNER

WYLIE SHOPS BY SLATE &
BUSINESS PARK, LLC
5729 Lebanon Rd. #144569
Prisco, Texas 75034
Contact: Kris Ramji
214-718-2626

SURVEYOR

RINGLEY & ASSOCIATES, INC.
701 S. Tennessee Street
McKinney, Texas 75069
Contact: Lawrence Ringley
972-542-1266
LHR@Ringley.com

RINGLEY & ASSOCIATES, INC.
SURVEYING • MAPPING • PLANNING
701 S. Tennessee • McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
David Reed	08/05/22	1" = 50'	2022-004	2022-004-RP-RPL	1 of 1



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2022.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

Preliminary 9/30/2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	35,752,468	722,965	34,927,875	97.69%	A
FRANCHISE FEES	2,896,800	285,773	2,711,569	93.61%	B
LICENSES AND PERMITS	1,079,430	64,666	1,346,546	124.75%	C
INTERGOVERNMENTAL REV.	2,673,532	30,035	2,590,538	96.90%	
SERVICE FEES	4,008,588	429,087	3,969,142	99.02%	D
COURT FEES	248,950	27,239	312,039	125.34%	E
INTEREST INCOME	25,000	47,743	172,551	690.20%	F
MISCELLANEOUS INCOME	289,339	9,833	447,596	154.70%	
OTHER FINANCING SOURCES	2,488,645	82,648	5,326,740	214.04%	G
REVENUES	49,462,752	1,699,989	51,804,596	104.73%	
USE OF FUND BALANCE	7,003,602	0	7,003,602	100.00%	H
USE OF CARRY-FORWARD FUNDS	1,432,653	NA	NA	NA	I
TOTAL REVENUES	57,899,007	1,699,989	58,808,198	101.57%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	72,263	2,537	45,563	63.05%	
CITY MANAGER	1,329,836	101,441	1,190,484	89.52%	
CITY SECRETARY	388,450	22,139	300,226	77.29%	
CITY ATTORNEY	195,000	23,495	186,818	95.80%	
FINANCE	1,221,631	72,157	1,127,807	92.32%	
FACILITIES	978,273	139,471	850,954	86.99%	
MUNICIPAL COURT	530,514	37,400	442,008	83.32%	
HUMAN RESOURCES	743,111	46,186	711,616	95.76%	
PURCHASING	284,296	14,970	213,991	75.27%	
INFORMATION TECHNOLOGY	2,127,721	216,929	1,755,232	82.49%	
POLICE	12,468,653	1,111,181	11,614,965	93.15%	
FIRE	11,770,803	1,445,258	10,902,327	92.62%	
EMERGENCY COMMUNICATIONS	2,251,800	163,544	1,908,527	84.76%	
ANIMAL CONTROL	559,267	47,004	470,183	84.07%	
PLANNING	330,908	24,725	299,389	90.47%	
BUILDING INSPECTION	588,630	27,238	510,766	86.77%	
CODE ENFORCEMENT	262,419	17,267	217,519	82.89%	
STREETS	5,073,738	344,715	3,527,414	69.52%	J
PARKS	2,838,034	301,610	2,749,246	96.87%	
LIBRARY	2,178,698	246,946	1,961,810	90.05%	
COMBINED SERVICES	11,528,562	205,253	10,915,454	94.68%	K
TOTAL EXPENDITURES	57,722,607	4,611,466	51,902,299	89.92%	
REVENUES OVER/(UNDER) EXPENDITURES	176,400	-2,911,477	6,905,899	11.65%	
<p>A. Property Tax Collections for FY21-22 as of September 30, 2022 are 99.6%, in comparison to FY20-21 for the same time period of 100%. Sales tax is on a 2 month lag and ten months have been received. Sales tax is up 9.7% from September 2021 and up 9% fiscal YTD.</p> <p>B. Franchise Fees are mostly paid quarterly. Cable and Telephone fees will be underbudget about \$200k due to legislature changes and customers opting for streaming services which do not pay franchise fees.</p> <p>C. Licenses and Permits: New Dwelling Permits are up 23% from September YTD 2021 due to the new fee structure. Overall the category is up 5% from FY 2021.</p> <p>D. Service Fees: Trash fees are on a one month lag and only eleven months have been received. The remaining fees are from other seasonal fees.</p> <p>E. Municipal Court Fees are up 7% from September 2021 YTD.</p> <p>F. The blended interest rate on our investment pools has increased from .02% in Oct 2021 to 2.35% in September 2022.</p> <p>G. Yearly transfer from Utility Fund and \$3 million from sale of 802 Kirby.</p> <p>H. Use of Fund Balance for Community Reinvestment: Dog Park, 2 Splashpads, SRC remodel, Sidewalks, Storm Drainage, 2 Quints, Fire Utility Truck, Library Sorter and Heart Pak Monitors.</p> <p>I. Largest Carry Forward items: Department Software Solution \$220,870, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$615,000</p> <p>J. \$390,000 will be carried forward to FY 2023 for Stone Road repairs.</p> <p>K. \$7 million transfer to Community Investment Fund.</p>					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

Preliminary 9/30/2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	25,091,934	2,779,712	24,521,657	97.73%	K
INTEREST INCOME	8,500	30,519	94,242	1108.73%	L
MISCELLANEOUS INCOME	70,000	1,690	8,318	11.88%	
OTHER FINANCING SOURCES	31,841	0	39,884	125.26%	M
REVENUES	25,202,275	2,811,921	24,664,101	97.86%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	2,758,010	NA	NA	NA	N
TOTAL REVENUES	27,960,285	NA	24,664,101	88.21%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	1,106,839	20,939	726,292	65.62%	
UTILITIES - WATER	5,920,763	150,664	2,752,520	46.49%	O
CITY ENGINEER	447,538	54,716	403,842	90.24%	
UTILITIES - SEWER	1,352,231	109,023	1,085,618	80.28%	
UTILITY BILLING	1,320,992	73,981	1,060,090	80.25%	
COMBINED SERVICES	16,206,747	42,574	15,604,676	96.29%	P
TOTAL EXPENDITURES	26,355,110	451,897	21,633,038	82.08%	
REVENUES OVER/(UNDER) EXPENDITURES	1,605,175	2,360,025	3,031,063	6.13%	
<p>K. Most Utility Fund Revenue is on a one month lag and only 11 months have been received.</p> <p>L. The blended interest rate on our investment pools has increased from .02% in Oct 2021 to 2.35% in September 2022.</p> <p>M. Insurance recoveries for damage to Newport Harbor Pump Station.</p> <p>N. Largest Carry Forward items: Department Software Solutions \$150,300, Pump Station Backup Generators \$1.8M and FM 2514 Waterline Relocation Construction \$625,000</p> <p>O. Pump station generators (totaling approx. \$1.6m) have not been completed and will be carried forward to FY 2023.</p> <p>P. Annual transfer to the General Fund of \$2.4 million. Other expenses include payments to NTMWD for water minimum and sewer treatment.</p>					



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2022.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2021-2022 Investment Report

September 30, 2022

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$15,509,436.65	MMA	2.4126%	Texpool	12/31/2006	NA
2	\$16,051,991.97	MMA	2.2941%	TexStar	3/15/2011	NA
	\$31,561,428.62					

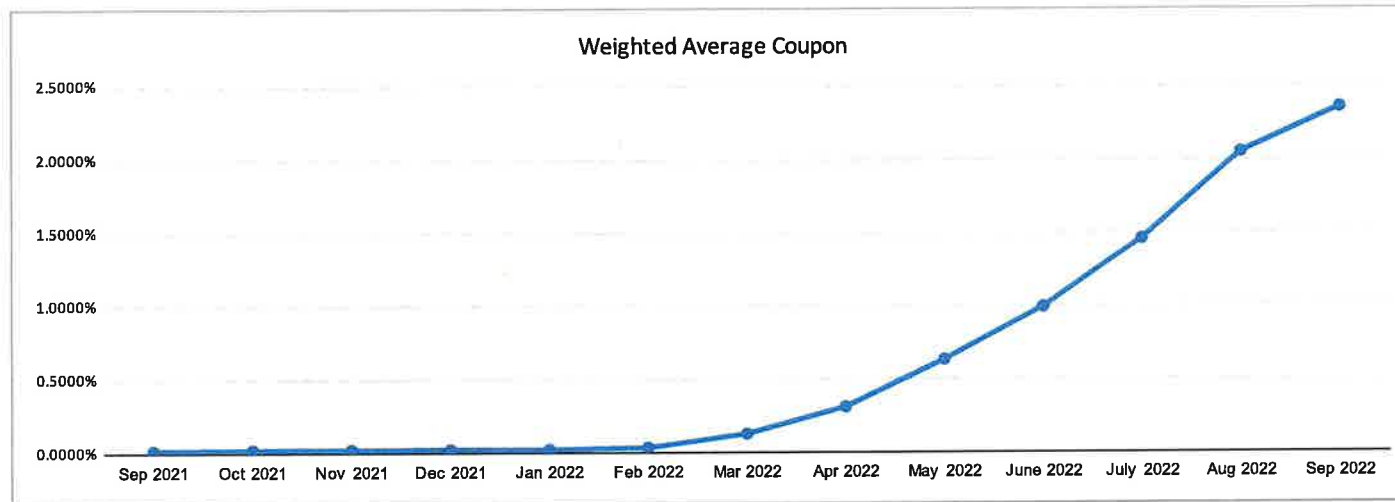
Total

Weighted Average Coupon:
 Weighted Average Maturity (Days):

2.3523%
1.00

Money Markets:
 Certificates of Deposits:

\$31,561,428.62
\$0.00
\$31,561,428.62



Melina Beard 10-19-22
 Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2022-67 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

This request is to adjust the estimated carry forward amounts presented in the FY 2023 budget. The adjusted amounts are based on the remaining purchase order balances as of October 1, 2022. Carry forward requests that were completed or received prior to September 30, 2022 are removed from the budget. There were two budget amendments approved by council late in FY 2022 but after the FY 2023 budget was approved. These items are the Tahoe Replacement #304 for \$35,000 and the TXDOT payment for \$260,172 and are now being included as carry forwards.

This budget amendment will not increase or decrease any of the fund balances since all of these items were approved in the FY 2022 budget and encumbered or accounted for in the fund balance for FY 2022.

ORDINANCE NO. 2022-67**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2022-56, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

SECTION I: The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-67, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 25th day of October, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
Carry Forward Items Adjustment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	5113	56040	Special Services		2,270.00
100	5155	52130	Tools & Equipment		67,355.00
100	5211	58510	Motor Vehicles	35,000.00	
100	5231	52130	Tools & Equipment		53,690.00
100	5231	52710	Wearing Apparel and Uniforms		13,614.00
100	5231	54910	Buildings		25,000.00
100	5231	58510	Motor Vehicles		32,785.00
100	5231	58850	Major Tools and Equipment		243,125.00
100	5241	52130	Tools & Equipment		1,025.00
100	5411	54210	East Stone Repairs		34,865.00
100	5411	56570	Engineering/Architectural		3,852.00
100	5411	58570	Engineering/Architectural (CAP)		4,776.00
100	5411	58810	Computer Hardware/Software		1,240.00
100	5181	56570	Engineering/Architectural		48,785.00
100	5551	58850	Major Tools and Equipment		48,240.00
			Total General Fund	35,000.00	580,622.00
112	5614	58150	Land Betterments		328.00
112	5614	58570	Engineering/Architectural (CAP)	33,479.00	
112	5625	54910	Buildings		12,000.00
			Total 4B Sales Tax Fund	33,479.00	12,328.00
133	5643	58570	Engineering/Architectural (CAP)	5,220.00	
611	5711	56570	Engineering/Architectural		40,341.00
611	5712	56570	Engineering/Architectural		4,374.00
611	5712	58570	Engineering/Architectural (CAP)		3,155.00
611	5712	58850	Major Tools and Equipment		11,500.00
611	5712	54330	Water Mains and Fire Hydrants	260,172.00	
611	5714	52130	Tools & Equipment		6,829.00
			Total Utility Fund	260,172.00	66,199.00
			Total	333,871.00	659,149.00

**Requested Items to be Carried-Forward
for FY 2022-2023 Budget (EXCLUDES CAPITAL FUNDS)**

* Projects with funds encumbered in FY 2022

Fund	Dept.	Account Number	Description	Amount		PO #	Balance as of Oct 1st	FY 2023 CF Adi
100	City Secretary	100-5113-56040	Map Preservation Project	4,800	*	106955	2,530	(2,270)
100	IT	100-5155-52130	Council Technology Upgrades	150,000	*	106371	82,645	(67,355)
100	IT	100-5155-54810	Department Software Solution (shared with Utility Fund)	150,000			150,000	0
100	IT	100-5155-58810	Upgrade Council Streaming Equipment	75,000			75,000	0
				375,000			307,645	(67,355)
100	Police	100-5211-58510	FY 2023 Vehicles Advance Order (approved mid year)	217,500	*	105918	217,500	0
100	Police	100-5211-58510	Tahoe Replacement #304 (accident)	0		107383	35,000	35,000
100	Fire	100-5231-52130	Division Chief Ford Ranger Graphics	1,155	*		1,155	0
100	Fire	100-5231-52130	Rapid Diver Replacement Equipment	2,035	*	103469	0	(2,035)
100	Fire	100-5231-52130	PPE- SCBAs, Cylinders, Masks and Hoses for Quints	44,647	*	103498	0	(44,647)
100	Fire	100-5231-52130	C143-Topper, Bumper, Steps	7,008	*	103493	0	(7,008)
100	Fire	100-5231-52710	PPE - Techgen Jackets for Stock	1,900	*	106626	0	(1,900)
100	Fire	100-5231-52710	SO- SW Drysuit XL	1,996	*	104339	0	(1,996)
100	Fire	100-5231-52710	Uniform-Class A Dress Pant/Coat	614	*	106816	0	(614)
100	Fire	100-5231-52710	PPE - Bunker Gear fpr 3 New Recruits	9,104	*	105851	0	(9,104)
100	Fire	100-5231-54510	457-Ranger Upfit	6,432	*	104912	6,432	0
100	Fire	100-5231-54510	Fix Coolant Level Sensor False Alarm	2,962	*	105823	2,962	0
100	Fire	100-5231-54910	Station 1 Bay Floor refinish	25,000			0	(25,000)
100	Fire	100-5231-58510	1/2 Ton Ford Ranger Pickup	32,785	*	103838	0	(32,785)
100	Fire	100-5231-58510	Horton Model 623 Ambulance	338,840	*	102807	338,840	0
100	Fire	100-5231-58850	6 Lifepak 15 V4 Monitors with all accessories	243,125	*	103620	0	(243,125)
				717,602			349,389	(368,213)
100	Emergency Communicat	100-5241-52130	Base Stations for Station 4 & Replacement Headset	1,025	*	106224	0	(1,025)
100	Streets	100-5411-54210	East Stone Repairs	34,865	*	103015	0	(34,865)
100	Streets	100-5411-54210	County Rehab of Stone Road	389,997			389,997	0
100	Streets	100-5411-54210	RR Median at Brown	81,899	*	106120	81,899	0
100	Streets	100-5411-54210	10% Match of TXDOT HSIP Projects	49,195		No PO	49,195	0
100	Streets	100-5411-54250	Raise Signal at Brown	20,000	*	106188	20,000	0
100	Streets	100-5411-56570	TXDOT HSIP Intersection Design Plans	4,400	*	101015-R1	4,400	0
100	Streets	100-5411-56570	Wylie High School Traffic Crosswalk Study	4,490	*	105856	1,123	(3,367)
100	Streets	100-5411-56570	MS-4 Permit 2019	904	*	97803	419	(485)
100	Streets	100-5411-58510	FY 2023 Vehicles Advance Order (approved mid year)	91,530	*	106996	91,530	0
100	Streets	100-5411-58570	McCreary/Hensley Signal Design	60,000		107933	55,224	(4,776)
100	Streets	100-5411-58810	On-Call Traffic Services	46,000		107431	44,760	(1,240)
100	Streets	100-5411-58850	Asphalt Roller	20,647	*	103559	20,647	0
				803,927			759,194	(44,733)

**Requested Items to be Carried-Forward
for FY 2022-2023 Budget (EXCLUDES CAPITAL FUNDS)**

* Projects with funds encumbered in FY 2022

Fund	Dept.	Account Number	Description	Amount	PO #	Balance as of Oct 1st	FY 2023 CF Adi
100	Combined Services	100-5181-56570	Wylie Downtown Traffic Impact Analysis	52,380 *	102097	3,595	(48,785)
100	Library	100-5551-58850	Library Sorter	120,000	107493	71,760	(48,240)
TOTAL GENERAL FUND				2,292,233		1,711,613	(580,620)
112	Brown House	112-5612-52130	Custom Minature Replica	6,000		6,000	0
112	Brown House	112-5612-54910	General Maint. (House Painting)	50,000		50,000	0
112	SRC	112-5613-58570	WSRC Renovation Design and Engineering	222,065		222,065	0
112	4B Parks	112-5614-58150	Replacement of Valentine Park Playground	70,000 *	103909	69,672	(328)
112	4B Parks	112-5614-58150	Irrigation Pump Founders Softball	42,500		42,500	0
112	4B Parks	112-5614-58570	Design for Dog Park and Splashpads	156,000 *	105284	189,479	33,479
112	WRC	112-5625-54910	Mesquite floor	12,000 *	106009	0	(12,000)
112	Stonehaven House	112-5627-54910	Stonehaven House Phase 1	120,000		120,000	0
TOTAL 4B SALES TAX FUND				678,565		699,716	21,151
175	Public Arts	175-5175-58150	Land Betterments	112,000		112,000	0
133	Fire Development	133-5643-56040	Emergency Services Studies	55,000		55,000	0
133	Fire Development	133-5643-58570	Station 4 Architectural Services	46,784 *	106106	52,004	5,220
TOTAL FIRE DEVELOPMENT				101,784		107,004	5,220
611	Utility Admin	611-5711-54810	Department Software Solution (shared with General Fund)	135,730		135,730	0
611	Utility Admin	611-5711-56570	Wastewater Treatment Plant Decommissioning Design	65,739 *	98072	25,398	(40,341)
611	Utility Admin	611-5711-56570	FM 544 & Country Club Road Utility Relocations	18,455 *	104729	18,455	0
611	Utility Admin	611-5711-58570	Woodbridge/Hensley Signal Design	31,750 *	104136	31,750	0
611	Water	611-5712-54310	Newport Harbor Tank Repairs	130,000		130,000	0
611	Water	611-5712-56570	FM 2514 Waterline Relocation Design	16,000 *	107300	11,626	(4,374)
611	Water	611-5712-58570	Water Pump Station Back-up Power Generators Design	24,624 *	97886-R1	21,469	(3,155)
611	Water	611-5712-58850	Water Pump Station Back-up Power Generators	1,278,969 *	106109	1,278,969	0
611	Water	611-5712-58850	Water Pump Station Back-up Power Generators (Contingency)	373,411	No PO	361,911	(11,500)
611	Water	611-5712-54330	TXDOT additional payment	0		260,172	260,172
611	Wastewater	611-5714-52130	Trailer	6,829 *	104871	0	(6,829)
611	Wastewater	611-5714-56570	Wastewater Treatment Plant Decommissioning Design	761 *	98072	761	0
TOTAL UTILITY FUND				2,082,268		2,276,241	193,973
620	Sewer Repair/Replace	620-5730-58410	Sanitary Sewer Assessment Repairs	1,500,000		1,500,000	0



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2022.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on October 19, 2022.

September Rev/Exp Report

Account Summary

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	3,789,966.00	3,789,966.00	337,512.61	3,422,254.76	-367,711.24	9.70 %
	Category: 400 - Taxes Total:	3,789,966.00	3,789,966.00	337,512.61	3,422,254.76	-367,711.24	9.70%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	0.00	20,319.95	14,319.95	338.67 %
	Category: 460 - Interest Income Total:	6,000.00	6,000.00	0.00	20,319.95	14,319.95	238.67%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	132,240.00	132,240.00	5,550.00	127,985.00	-4,255.00	3.22 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,544.96	1,544.96	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	0.00	-70,386.08	-2,671,502.08	102.71 %
	Category: 480 - Miscellaneous Income Total:	2,733,356.00	2,733,356.00	5,550.00	59,143.88	-2,674,212.12	97.84%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	16,216,000.00	0.00	16,216,000.00	0.00	0.00 %
	Category: 490 - Transfers In & Other Financing Sources Total:	0.00	16,216,000.00	0.00	16,216,000.00	0.00	0.00%
	Revenue Total:	6,529,322.00	22,745,322.00	343,062.61	19,717,718.59	-3,027,603.41	13.31%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	286,558.00	286,558.00	22,735.82	273,702.72	12,855.28	4.49 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	222.52	-222.52	0.00 %
111-5611-51140	LONGEVITY PAY	729.00	729.00	0.00	724.00	5.00	0.69 %
111-5611-51310	TMRS	44,530.00	44,530.00	3,589.41	42,141.41	2,388.59	5.36 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,836.94	39,162.44	10,141.56	20.57 %
111-5611-51420	LONG-TERM DISABILITY	1,707.00	1,707.00	0.00	357.36	1,349.64	79.07 %
111-5611-51440	FICA	18,623.00	18,623.00	1,311.14	15,676.96	2,946.04	15.82 %
111-5611-51450	MEDICARE	4,355.00	4,355.00	306.63	3,666.32	688.68	15.81 %
111-5611-51470	WORKERS COMP PREMIUM	378.00	390.56	0.00	390.55	0.01	0.00 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.00	40.29	1,039.71	96.27 %
	Category: 510 - Personnel Services Total:	407,264.00	407,276.56	31,779.94	376,084.57	31,191.99	7.66%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	360.19	4,286.96	713.04	14.26 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	11.60	83.30	216.70	72.23 %
111-5611-52810	FOOD SUPPLIES	6,100.00	6,100.00	313.12	3,499.44	2,600.56	42.63 %
	Category: 520 - Supplies Total:	11,400.00	11,400.00	684.91	7,869.70	3,530.30	30.97%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	9,258.00	0.00	8,958.50	299.50	3.24 %
111-5611-54810	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	125.00	4,374.99	1,125.01	20.45 %
	Category: 540 - Materials for Maintenance Total:	8,000.00	14,758.00	125.00	13,333.49	1,424.51	9.65%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,043,973.00	1,043,973.00	0.00	324,714.18	719,258.82	68.90 %
111-5611-56040	SPECIAL SERVICES	118,156.00	4,481,339.00	13,856.25	2,233,074.70	2,248,264.30	50.17 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	11,022.14	80,881.61	48,218.39	37.35 %
111-5611-56090	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	0.00	44,479.94	7,570.06	14.54 %
111-5611-56110	COMMUNICATIONS	6,400.00	6,400.00	654.30	5,275.74	1,124.26	17.57 %
111-5611-56180	RENTAL	27,000.00	27,000.00	4,500.00	27,000.00	0.00	0.00 %
111-5611-56210	TRAVEL & TRAINING	74,600.00	74,600.00	6,244.92	56,888.28	17,711.72	23.74 %
111-5611-56250	DUES & SUBSCRIPTIONS	39,810.00	57,210.00	2,193.12	56,614.78	595.22	1.04 %
111-5611-56310	INSURANCE	6,303.00	6,303.00	0.00	5,458.01	844.99	13.41 %
111-5611-56510	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	132.00	17,566.00	15,434.00	46.77 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	262,800.00	750.00	138,302.55	124,497.45	47.37 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	255.77	2,026.64	373.36	15.56 %
Category: 560 - Contractual Services Total:		1,620,292.00	6,176,175.00	39,608.50	2,992,282.43	3,183,892.57	51.55%
Category: 570 - Debt Service & Capital Replacement							
111-5611-57410	PRINCIPAL PAYMENT	694,127.33	5,443,700.71	46,940.42	5,041,123.51	402,577.20	7.40 %
111-5611-57415	INTEREST EXPENSE	315,135.79	391,235.38	55,726.05	338,197.61	53,037.77	13.56 %
Category: 570 - Debt Service & Capital Replacement Total:		1,009,263.12	5,834,936.09	102,666.47	5,379,321.12	455,614.97	7.81%
Category: 580 - Capital Outlay							
111-5611-58110	LAND-PURCHASE PRICE	0.00	4,142,718.16	82,126.92	4,136,097.34	6,620.82	0.16 %
111-5611-58210	STREETS & ALLEYS	2,175,000.00	0.00	0.00	0.00	0.00	0.00 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-4,054,591.91	4,054,591.91	0.00 %
Category: 580 - Capital Outlay Total:		2,175,000.00	4,142,718.16	82,126.92	81,505.43	4,061,212.73	98.03%
Expense Total:		5,231,219.12	16,587,263.81	256,991.74	8,850,396.74	7,736,867.07	46.64%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66	-76.47%
Report Surplus (Deficit):		1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66	-76.47%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	3,789,966.00	3,789,966.00	337,512.61	3,422,254.76	-367,711.24	9.70%
460 - Interest Income	6,000.00	6,000.00	0.00	20,319.95	14,319.95	238.67%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	5,550.00	59,143.88	-2,674,212.12	97.84%
490 - Transfers In & Other Financing Sources	0.00	16,216,000.00	0.00	16,216,000.00	0.00	0.00%
Revenue Total:	6,529,322.00	22,745,322.00	343,062.61	19,717,718.59	-3,027,603.41	13.31%
Expense						
510 - Personnel Services	407,264.00	407,276.56	31,779.94	376,084.57	31,191.99	7.66%
520 - Supplies	11,400.00	11,400.00	684.91	7,869.70	3,530.30	30.97%
540 - Materials for Maintenance	8,000.00	14,758.00	125.00	13,333.49	1,424.51	9.65%
560 - Contractual Services	1,620,292.00	6,176,175.00	39,608.50	2,992,282.43	3,183,892.57	51.55%
570 - Debt Service & Capital Replacement	1,009,263.12	5,834,936.09	102,666.47	5,379,321.12	455,614.97	7.81%
580 - Capital Outlay	2,175,000.00	4,142,718.16	82,126.92	81,505.43	4,061,212.73	98.03%
Expense Total:	5,231,219.12	16,587,263.81	256,991.74	8,850,396.74	7,736,867.07	46.64%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66	-76.47%
Report Surplus (Deficit):	1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66	-76.47%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66
Report Surplus (Deficit):	1,298,102.88	6,158,058.19	86,070.87	10,867,321.85	4,709,263.66

Wylie Economic Development Corporation
Statement of Net Position
As of September 30, 2022

Assets

Cash and cash equivalents	\$ 10,759,265.33	
Receivables	\$ 40,000.00	Note 1
Inventories	\$ 16,271,495.53	
Prepaid Items	\$ -	
Total Assets	\$ 27,070,760.86	

Deferred Outflows of Resources

Pensions	\$ 75,630.55	
Total deferred outflows of resources	\$ 75,630.55	

Liabilities

Accounts Payable and other current liabilities	\$ 10,983.38	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 41,905.26	Note 3
Due in more than one year	\$ 16,255,182.25	
Total Liabilities	\$ 16,309,270.89	

Deferred Inflows of Resources

Pensions	\$ (45,385.41)	
Total deferred inflows of resources	\$ (45,385.41)	

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 10,791,735.11	
Total Net Position	\$ 10,791,735.11	

Note 1: Includes incentives in the form of forgivable loans for \$40,000 (LUV-ROS)

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 09/30/2022

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	10,743,781.17
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	40,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,189,368.61
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	660,793.66
Total Assets:		27,635,943.44
		<u>27,635,943.44</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	593.47
111-2000-20117	TMRS PAYABLE	0.00
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	9,749.76
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	6.45
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	211.70
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	157.50
111-2000-20210	ACCOUNTS PAYABLE	95.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	660,793.66
111-2000-20810	DUE TO GENERAL FUND	0.00

Balance Sheet

As Of 09/30/2022

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		672,819.54

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	16,095,802.05
Total Beginning Equity:		16,095,802.05
Total Revenue		19,717,718.59
Total Expense		8,850,396.74
Revenues Over/Under Expenses		10,867,321.85
Total Equity and Current Surplus (Deficit):		26,963,123.90
Total Liabilities, Equity and Current Surplus (Deficit):		<u>27,635,943.44</u>

Balance Sheet

As Of 09/30/2022

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
922-1000-10312	GOVERNMENT NOTES	0.00
922-1000-18110	LOAN - WEDC	0.00
922-1000-18120	LOAN - BIRMINGHAM	0.00
922-1000-18210	AMOUNT TO BE PROVIDED	0.00
922-1000-18220	BIRMINGHAM LOAN	0.00
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	39,535.29
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	3,027.00
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	-37,953.52
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	71,021.78
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-44,574.41
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-811.00
Total Assets:		30,245.14
		<u>30,245.14</u>
Liability		
922-2000-20310	COMPENSATED ABSENCES PAYABLE	0.00
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	32,300.82
922-2000-21410	ACCRUED INTEREST PAYABLE	9,604.44
922-2000-28205	WEDC LOANS/CURRENT	0.00
922-2000-28220	BIRMINGHAM LOAN	0.00
922-2000-28230	INWOOD LOAN	0.00
922-2000-28232	ANB LOAN/EDGE	0.00
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00
922-2000-28235	ANB LOAN	0.00
922-2000-28236	ANB CONSTRUCTION LOAN	0.00
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
922-2000-28238	ANB LOAN/BUCHANAN	0.00
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
922-2000-28240	HUGHES LOAN	0.00
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	0.00
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	0.00
922-2000-28246	GOVCAP LOAN/KIRBY	7,846,537.60
922-2000-28247	JARRARD LOAN	144,081.16
922-2000-28248	GOVCAP LOAN/SERIES 2022	8,067,548.32
922-2000-28250	CITY OF WYLIE LOAN	0.00
922-2000-28260	PRIME KUTS LOAN	0.00
922-2000-28270	BOWLAND/ANDERSON LOAN	0.00
922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00
922-2000-28290	HOBART/COMMERCE LOAN	0.00
922-2000-29150	NET PENSION LIABILITY	185,989.17
922-2000-29151	SDBF LIABILITY	11,026.00
Total Liability:		16,297,087.51
Equity		
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-4,971,701.88
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00
Total Beginning Equity:		-5,091,965.88
Total Revenue		-16,216,000.00
Total Expense		-5,041,123.51
Revenues Over/Under Expenses		-11,174,876.49
Total Equity and Current Surplus (Deficit):		-16,266,842.37
Total Liabilities, Equity and Current Surplus (Deficit):		<u>30,245.14</u>

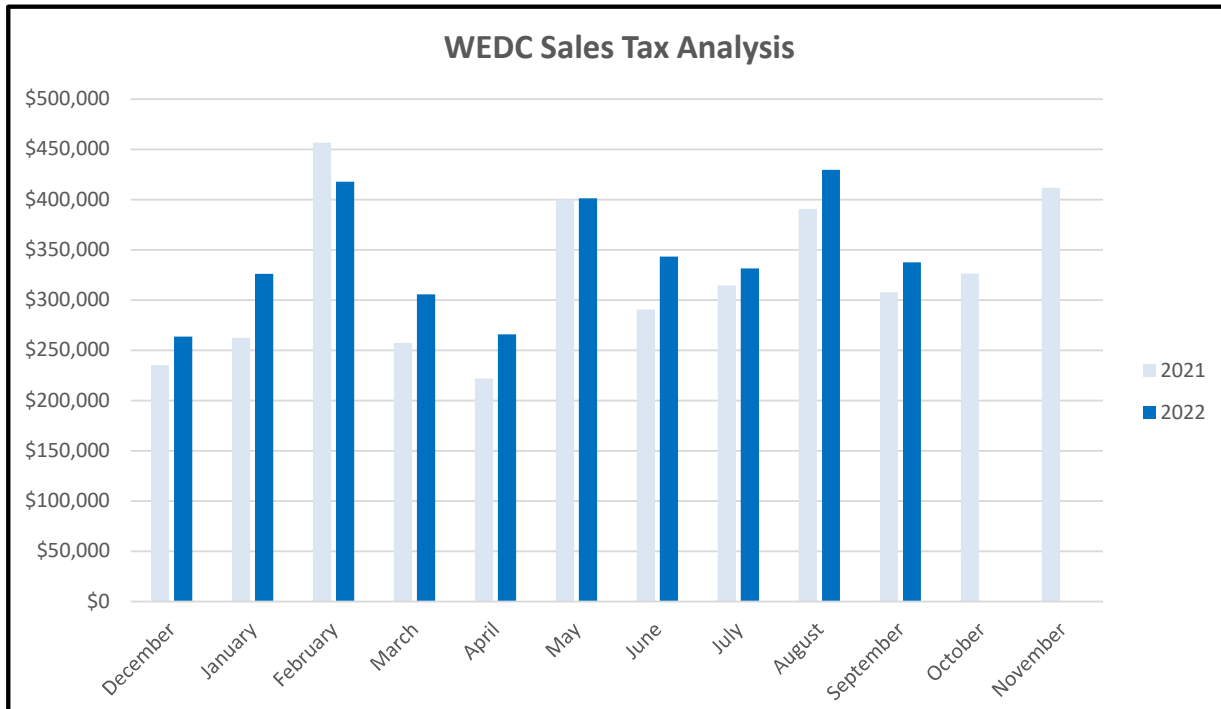
Wylie Economic Development Corporation

SALES TAX REPORT

September 30, 2022

BUDGETED YEAR

MONTH	FY 2019	FY 2020	FY 2021	FY 2022	DIFF 21 vs. 22	% DIFF 21 vs. 22
DECEMBER	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 28,196.33	11.98%
JANUARY	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 63,944.40	24.38%
FEBRUARY	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ (38,674.56)	-8.47%
MARCH	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 48,417.59	18.83%
APRIL	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 43,892.25	19.78%
MAY	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 808.50	0.20%
JUNE	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 52,784.34	18.16%
JULY	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86	\$ 16,873.76	5.36%
AUGUST	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16	\$ 38,905.40	9.96%
SEPTEMBER	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61	\$ 29,831.46	9.70%
OCTOBER	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ -	\$ -	0.00%
NOVEMBER	\$ 308,324.41	\$ 384,953.89	\$ 411,813.32	\$ -	\$ -	0.00%
Sub-Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 3,422,254.75	\$ 284,979.47	10.99%
Total	\$ 2,920,137.37	\$ 3,283,492.09	\$ 3,875,470.98	\$ 3,422,254.75	\$ 284,979.47	10.99%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: September SlsTx Revenue is actually July SlsTx and is therefore the 10th allocation in FY22.

Wylie Economic Development Corporation

Inventory Subledger (Land)
September 30, 2022

	Property	Purchase Date	Address	Acreage	Improvements		Cost Basis		Sub-totals
Cooper St.	McMasters	7/12/05	709 Cooper	0.4750	\$	-	n/a	\$	202,045.00
	Heath	12/28/05	706 Cooper	0.4640	\$	32,005.00	3,625	\$	186,934.22
	Perry	9/13/06	707 Cooper	0.4910	\$	-	n/a	\$	200,224.00
	Bowland/Anderson	10/9/07	Cooper Dr.	0.3720	\$	-	n/a	\$	106,418.50
	Duel Products	9/7/12	704 Cooper Dr.	0.5000	\$	-	n/a	\$	127,452.03
	Randack	10/23/12	711-713 Cooper Dr.	1.0890	\$	217,500.00	8,880	\$	400,334.00
	Lot 2R3	7/24/14	Cooper Dr.	0.9500	\$	-	n/a	\$	29,056.00
									\$ 1,252,463.75
Regency Dr.	Regency Pk.	6/4/10	25 Steel Road	0.6502	\$	-	n/a	\$	25,170.77
									\$ 25,170.77
Commerce Dr.	Hobart Investments	11/12/13	Commerce	1.6000	\$	-	n/a	\$	156,819.50
	Hobart	1/6/14	605 Commerce	1.0650	\$	396,263.00	20,000	\$	386,380.00
	Dallas Whirlpools	11/22/16	900-908 Kirby	4.7600	\$	128,925.00	9,000	\$	2,182,080.30
	City of Wylie	10/22/21	802 Kirby	4.7900	\$	-	n/a	\$	3,000,000.00
									\$ 5,725,279.80
Downtown	Heath	3/17/14	104 N. Jackson	0.1720	\$	-	n/a	\$	220,034.00
	Udoh	2/12/14	109 Marble	0.1700	\$	-	n/a	\$	70,330.00
	Peddicord	12/12/14	100 W. Oak St	0.3481	\$	155,984.00	4,444	\$	486,032.00
	City Lot	12/12/14	108/110 Jackson	0.3479	\$	-	n/a		
	Jones (K&M)	9/3/15	106 N. Birmingham	0.2100	\$	42,314.00	4,125	\$	190,596.10
	Pawn Shop/All The Rave	1/7/22	104 S. Ballard	0.0860	\$	5,420.00	1,885		\$475,441.20
	FBC Lot	6/15/16	111 N. Ballard St	0.2000	\$	-	n/a	\$	150,964.00
	FFA Village	1/7/18	102. N. Birmingham	0.1700	\$	-	n/a	\$	99,804.00
	Boyd	7/28/21	103 S. Ballard	0.0760	\$	49,231.00	Demo	\$	328,792.20
	Keefer	10/27/21	401 N Keefer Dr	0.4890	\$	83,084.00	Demo	\$	237,951.39
	Parupia	8/19/22	200 W Brown	0.0770	\$	-	Demo	\$	159,325.57
	UP Lot	9/30/22	UP Lot	0.4760	\$	-	832	\$	82,126.92
									\$ 2,501,397.38
Alanis Dr.	White Property	12/12/14	Alanis	6.6328	\$	-	n/a	\$	420,336.00
									\$ 420,336.00
South Ballard	Birmingham Trust	6/3/15	505 - 607 S. Ballard	1.1190	\$	-	n/a	\$	409,390.00
	Murphy	3/7/19	701 S. Ballard	0.2000	\$	115,724.00	1,312	\$	172,487.04
	Marlow	3/31/22	305 S. Ballard	0.1865			1,008	\$	185,457.52
	Braley	7/22/19	503 S. Ballard	0.2558	\$	-	n/a	\$	177,397.96
									\$ 759,275.00
Squire Dr.	Gallagher	3/14/18	Squire-lot 2-4	2.6720	\$	100,404.00	6,000	\$	573,844.35
									\$ 573,844.35
Brown & 78	Turner	12/5/18	504 E. Brown	1.0220	\$	-	n/a	\$	308,179.81
	Wallace	12/18/18	502 E. Brown	0.1870	\$	24,637.00	Demo	\$	204,775.00
	Karan	12/28/18	300 E. Brown	2.3866	\$	-	n/a	\$	1,250,391.20
	O'Donald	1/7/19	410 E. Brown	0.1870	\$	64,421.00	Demo	\$	177,043.75
	Weatherford	2/12/19	303 Marble	2.1740	\$	-	n/a	\$	757,488.00
	Brothers JV	2/26/19	306 & 308 N. 2nd Street	0.3770	\$	-	n/a	\$	145,923.04
	Pulliam	2/27/19	300 N. 2nd Street	0.2570	\$	122,764.00	1,364	\$	218,472.20
	Swayze	4/18/19	208 N. 2nd Street	0.2580	\$	-	n/a	\$	187,501.40
	Swayze	5/9/19	204 N. 2nd Street	0.2580	\$	-	n/a	\$	187,658.20
	Kreymer	10/9/19	302 N. 2nd Street	0.1290	\$	72,609.00	1,386	\$	187,941.76
	KCS	11/22/19	Hwy 78 Frontage	2.5363	\$	-	n/a	\$	674,110.20
	City of Wylie	5/14/20	ROW Purchase/Alleys	1.8800	\$	-	n/a	\$	81,713.00
	Collin County	5/7/20	SWC Hwy 78 & Marble	0.3590	\$	-	n/a	\$	75,964.20
	Collin County	5/7/20	414 S. 2nd Street (NWC Hwy 78 &	1.2260	\$	-	n/a	\$	296,152.20
	TxDOT	2/21/21	SWC Hwy 78 & Brown	0.2209	\$	-	n/a	\$	78,540.00
									\$ 4,831,853.96
Total				44.5521	\$	1,611,285.00	63,861	\$	16,275,078.53
									\$ 16,089,621.01

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

September 30, 2022

PERFORMANCE AGREEMENTS		TOTAL INCENTIVE	BUDGETED YEAR						REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE								
			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026												
CSD WOODBRIDGE	\$	1,100,000.00	\$	140,000.00	\$	43,926.07	\$	-	\$	-	\$	-	\$	43,926.07	\$	916,073.93	\$	1,100,000.00	A
BALLERS ELITE- THE LAB, LLC	\$	20,000.00	\$	20,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20,000.00	
DW WYLIE	\$	15,000.00	\$	15,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	15,000.00	
CBC PROPERTY HOLDINGS	\$	50,000.00	\$	13,140.34	\$	-	\$	-	\$	-	\$	-	\$	-	\$	25,000.00	\$	38,140.34	
SAVANNAH WOODBRIDGE	\$	90,000.00	\$	45,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	45,000.00	\$	90,000.00	
CARDINAL STRATEGIES	\$	106,800.00	\$	16,933.00	\$	24,934.00	\$	-	\$	-	\$	-	\$	24,934.00	\$	49,433.00	\$	91,300.00	B
AVANTI, LLC	\$	120,000.00	\$	30,000.00	\$	30,000.00	\$	-	\$	-	\$	-	\$	30,000.00	\$	60,000.00	\$	120,000.00	
GDA INVESTMENTS	\$	30,500.00	\$	20,000.00	\$	10,500.00	\$	-	\$	-	\$	-	\$	10,500.00	\$	-	\$	30,500.00	
LUV-ROS	\$	10,000.00	\$	5,000.00	\$	5,000.00	\$	-	\$	-	\$	-	\$	5,000.00	\$	-	\$	10,000.00	
AMERICAN ENTITLEMENTS I	\$	33,000.00	\$	33,000.00		---	\$	-	\$	-	\$	-	\$	-	\$	-	\$	33,000.00	
NORTH DALLAS WYLIE LAND	\$	120,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	-	\$	-	\$	40,000.00	\$	60,000.00	\$	120,000.00	C
AXL	\$	65,000.00	\$	46,500.00	\$	9,250.00	\$	9,250.00	\$	-	\$	-	\$	18,500.00	\$	-	\$	65,000.00	
FUEL CITY	\$	500,000.00	\$	-	\$	500,000.00	\$	-	\$	-	\$	-	\$	500,000.00	\$	-	\$	500,000.00	
AMERICAN ENTITLEMENTS II	\$	35,000.00	\$	-	\$	35,000.00	\$	-	\$	-	\$	-	\$	35,000.00	\$	-	\$	35,000.00	
		\$	2,295,300.00	\$	404,573.34	\$	678,610.07	\$	29,250.00	\$	-	\$	-	\$	672,860.07	\$	1,155,506.93	\$	

Recently Paid - Balance Sheet needs to be updated

Deferred Out Flow \$ 648,934.00

A. SLSTX Reimbursement Qrtly Pmnts

B. Performance Agreement (\$10,000) and Forgivable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2021, 2022, & 2023.

C. Performance Agreement Requirements were met. Removed the future obligation from FY23.



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, a change in zoning from Agricultural District (AG/30) to Planned Development - Single Family (PD-SF) to allow for a single-family residential development with three open space lots and a commercial tract on 32.288 acres, generally located on Country Club Road approximately 2000' south of Parker Road (ZC 2022-14).

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Fred Monroe for Monroe Estate

APPLICANT: Skorgburg Company

The applicant is requesting to rezone 32.288 acres from AG/30 to a Planned Development with 78 single family lots, three open space lots, and one commercial tract. The applicant has made changes to previous proposals based on feedback received during previous City Council meetings. The feedback generally consisted of concerns for the single-family lot sizes, the limited amount of commercial property, and public access to the park. The applicant has reworked the site layout and PD Conditions to more closely resemble the SF-10/24 design standards of the Zoning Ordinance.

As presented, the requested PD allows for 78 single family homes on minimum 10,000 square foot lots. Home sizes are a minimum 2,400 square feet. These standards match the density requirements of the SF 10/24 zoning district.

The applicant has presented variance requests within the PD that include:

- 7.5 feet side setbacks in lieu of 10 feet and 12.5 corner lots setbacks in lieu of 25 feet
- 20' rear setbacks for Lots 26-32, Block A and Lots 9-11, Block B in lieu of 25 feet
- 80' width on corner lots in lieu of 90'
- 55% lot coverage in lieu of 45%
- Elevation repetition allowed within six lots in lieu of seven
- Not requiring public open space easements along the lake
- Alleys are not required
- Front entry garages are allowed and can be 600 square feet without allowing for specified storage space

The residential development prohibits accessory structures.

The Planned Development is providing three open space areas. An HOA shall be established that will be responsible for the three open space lots that are provided on site.

The property owner of Monroe Farms has decided to not include the land where an existing pond is currently located due to the complex difficulties of impoundment water rights by the City of Dallas. A 30-foot access easement has been provided on Street A of the Zoning Exhibit for access to the property.

The four-acre commercial tract shall comply with the design and use standards of the Neighborhood Service District as regulated in the Zoning Ordinance. A site plan shall be required for the commercial tract development.

The surrounding properties to the north, east, and west are a mix of residential and commercial uses both in and outside of City limits. Properties to the south consist of an elementary school and community church. The proposal is in line with the land use of the Comprehensive Plan. The project faces Country Club Road which is a six-lane major thoroughfare.

A preliminary plat will be required should zoning be approved.

Notifications/Responses: Six notifications were mailed in accordance with state law; with one response returned in favor and none in opposition to the request.

P&Z Recommendation

After some discussion regarding the details of the developer's agreement with the school, the future plans for the commercial property and access to Country Club, and various PD Conditions, the Commission voted 6-0 to recommend approval with the condition that the repetition of elevations be at least six.

LEGAL DESCRIPTION
EXHIBIT "A"
MONROE FARMS

BEING, a tract of land situated in the William Patterson Survey, Abstract No. 716, being part of a 49.6490 acre tract, as described in Vol. 1569, Pg. 328, in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a ½ inch iron rod found at the southeast corner of said 49.6490 acre tract being in the west line of Country Club Road (90' R.O.W.), being the northeast corner of Rita Smith Elementary School, an addition to the City of Wylie, as described in Doc. No. 2007-459 in the Plat Records of Collin County, Texas;

THENCE, South 86°27'02" West, along the south line of said 49.6490 acre tract and the north line of said Rita Smith Elementary School, for a distance of 2126.71 feet, to ½ inch iron rod found at southwest corner of said 49.6490 acre tract being the northwest corner of said Rita Smith Elementary School and being in the west line of Kingsbridge Phase I, an addition to the City of Wylie, as described in Vol. 2015, Pg. 461 in the Plat Records of Collin County, Texas;

THENCE, North 02°30'53" East, along the west line of said 49.6490 acre tract and the east line of said Kingsbridge Phase I, for a distance of 256.19 feet, to a ½ inch iron rod found;

THENCE, South 89°05'40" West, continuing along said west and east lines, for a distance of 41.69 feet, to a calculate point for corner;

THENCE, North 00°54'20" West, departing said lines, for a distance of 163.49 feet, to a calculated point for corner;

THENCE, North 86°27'02" East, for a distance of 361.88 feet, to a calculated point for corner;

THENCE, North 03°32'58" West, for a distance of 30.00 feet, to a calculated point for corner;

THENCE, North 86°27'02" East, for a distance of 37.50 feet, to a calculated point for corner;

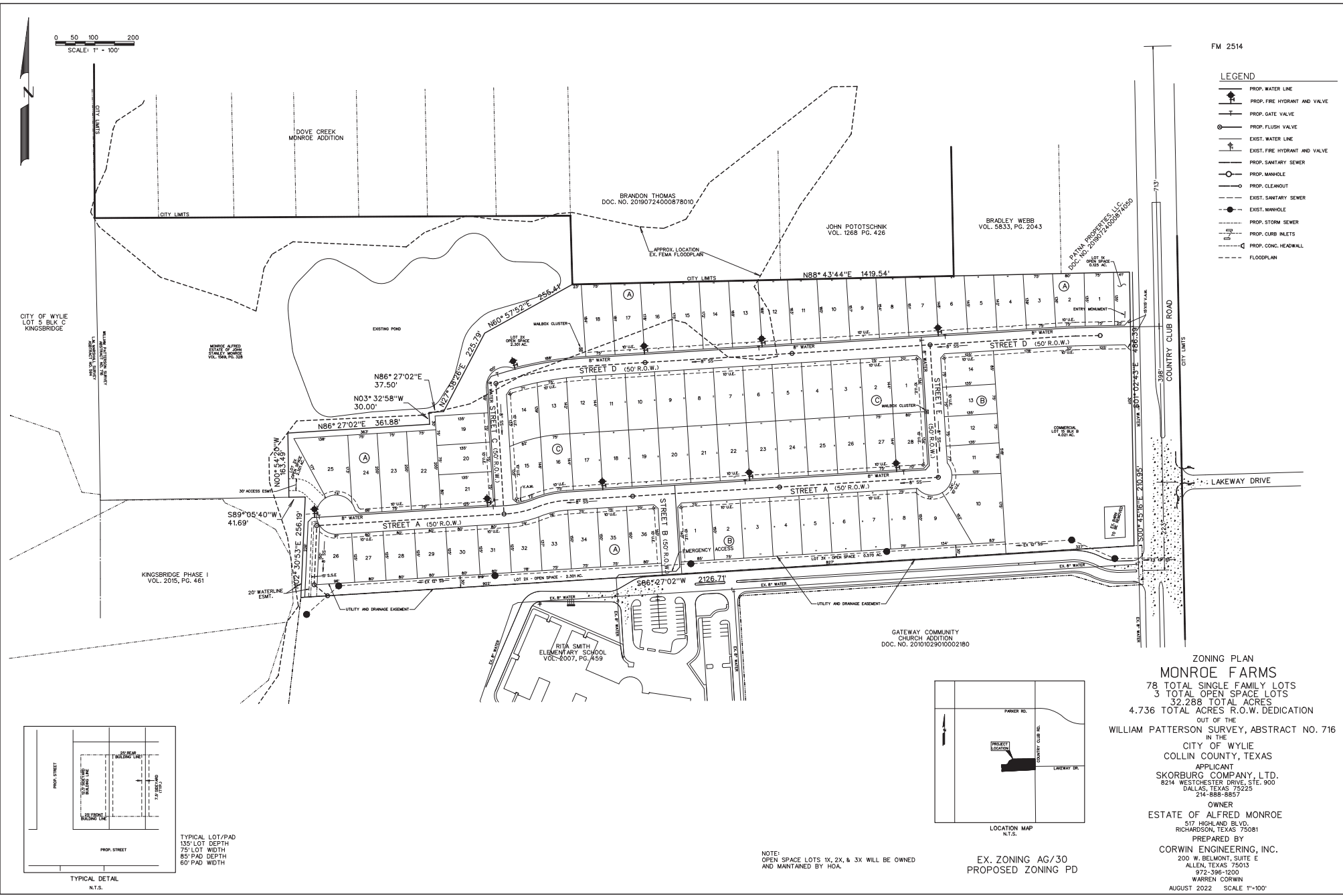
THENCE, North 27°38'26" East, for a distance of 225.79 feet, to a calculated point for corner;

THENCE, North 60°57'52" East, for a distance of 255.41 feet, to a ½ inch iron rod found in the north line of said 49.6490 acre tract;

THENCE, North 88°43'44" East, along the north line of said 49.6490 acre tract, for a distance of 1419.54 feet, to a ½ inch iron rod found at the northeast corner of said 49.6490 acre tract, being in the west line of said Country Club Road;

THENCE, South 01°02'43" East, along the west line of said Country Club and the east line of said 49.6490 acre tract, for a distance of 486.39 feet, to a ½ inch iron rod found;

THENCE, South $00^{\circ}45'16''$ East, continuing along said east and west lines, for a distance of 210.95 feet, to the POINT OF BEGINNING and containing 32.288 acres of land.



FM 2514

LEGEND

- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT AND VALVE
- PROPOSED GATE VALVE
- PROPOSED FLUSH VALVE
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT AND VALVE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- PROPOSED CLEANOUT
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED STORM SEWER
- PROPOSED CURB INLETS
- PROPOSED CONC. HEADWALL
- FLOODPLAIN

ZONING PLAN

MONROE FARMS

78 TOTAL SINGLE FAMILY LOTS
3 TOTAL OPEN SPACE LOTS
32.288 TOTAL ACRES
4.736 TOTAL ACRES R.O.W. DEDICATION

OUT OF THE
WILLIAM PATTERSON SURVEY, ABSTRACT NO. 716

IN THE
CITY OF WYLIE
COLLIN COUNTY, TEXAS

APPLICANT
SKORBURG COMPANY, L.T.D.
8214 WESTCHESTER DRIVE, STE. 900
DALLAS, TEXAS 75225
214-888-8857

OWNER
ESTATE OF ALFRED MONROE
517 HIGHLAND BLVD.
RICHARDSON, TEXAS 75081

PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-398-1200
WARREN CORWIN

AUGUST 2022 SCALE 1"=100'

EX. ZONING AG/30
PROPOSED ZONING PD

NOTE:
OPEN SPACE LOTS 1X, 2X, & 3X WILL BE OWNED
AND MAINTAINED BY HOA.

PLANNED DEVELOPMENT STANDARDS

EXHIBIT “C”

MONROE FARMS

I. PURPOSE

Monroe Farms is a sustainable neighborhood with the intent to promote: (1) the highest and best use for this location, (2) the natural features of the current landscape, and (3) high quality housing product that will make a beautiful and enduring community which upholds and enhances the quality of the surrounding environment. Monroe Farms strives to be a shining example of what Wylie has to offer.

The Neighborhood Service District, part of the Monroe Farms Planned Development, is a commercial development with the intent to promote: (1) convenient retail shopping, (2) personal services, and/or (3) professional offices serving the needs of Wylie residents. This commercial development strives to be a complementary component to the surrounding residential development and benefits Wylie, as a whole.

RESIDENTIAL

II. GENERAL CONDITIONS:

1. These Planned Development Standards shall not affect any regulations within the Zoning Ordinance (adopted as of 2021), except as specifically provided herein.
2. These Planned Development Standards shall not affect any regulations within the Subdivision Regulations (adopted as of 2003), except as specifically provided herein.
3. Lot to lot drainage shall not be allowed within the Planned Development.
4. The design and development of the Monroe Farms Planned Development shall take place in general accordance with the Zoning Exhibit (Exhibit B). A final plat shall not be approved nor construction of utilities commence prior to the completion of a Conditional Letter of Map Revision (CLOMR). However, a mass grading permit shall be issued to perform necessary grading activities upon City staff approval of the flood study and grading plan. Upon substantial completion, home construction shall be allowed to commence, but occupancy of any structure currently in the 100-year flood plain shall not be allowed until the completion of a Letter of Map Revision (LOMR).

III. SPECIAL CONDITIONS:

1. Section 3.2.B of the Zoning Ordinance is amended as follows:

A. Development Standards: Following are the yard, lot, and space requirements for the Planned Development, including, density, height, lot and unit size.

Figure 3-4 - Planned Development – Single Family (PD – SF)	
Density (<i>Maximum</i>)	
Number of Single family Lots shall not exceed	78
Lot Size (<i>Minimum</i>)	
Lot Area (sq. ft.)	10,000
Lot Width (feet)	75
Lot width of corner Lots (feet)	80
Lot Depth (feet)	100
Dwelling Regulations (<i>Minimum</i>)	
Minimum Square Footage	2,400
Design Standards Level of Achievement	See Section 3.4 Residential Design Standards or as amended herein
Yard Requirements (<i>Minimum</i>)– Main Structures	
Front Yard (feet)	25
Side Yard (feet)	7.5
Side Yard of Corner Lots (feet)	12.5
Rear Yard (feet) ¹	25
Lot Coverage	55%
Height of Structures (<i>Maximum</i>)	
Main Structure (feet)	40
Accessory Structure (feet)	No Accessory Structures Allowed

¹ – With the exception of Lots 26-32 Block A and Lots 9-11 Block B on the Zoning Exhibit (Exhibit B), which shall allow a 20' rear yard setback.

2. Section 3.4.D of the Zoning Ordinance - Land Design Standards are amended as follows:

A. 3.4.D.1.a - No public open space easements shall be required in the Planned Development.

3. Section 3.4.E of the Zoning Ordinance - Street and Sidewalk Standards are amended as follows:
 - A. 3.4.E.1.a - No curvilinear streets shall be required in the Planned Development.
 - B. 3.4.E.7.a. - Mailbox clusters shall be provided in the subdivision in conformance with USPS and as generally depicted on the zoning exhibit.

4. Section 3.4.F of the Zoning Ordinance - Architectural Standards are amended as follows:
 - A. 3.4.F.9.a. - In order to encourage variety, the exterior facades of houses on the same side of the street shall vary within every 6 homes. The same exterior facade of home cannot be directly across the street from each other. When a home is constructed, the same combination of brick, stone, masonry-like materials, and paint shall not be used on other houses within six (6) lots on either side of that home.
 - B. 3.4.F.10.a - Front entry garages that face the street shall be allowed.
 - C. 3.4.F.10.b - Garages that are a minimum of 600 square feet shall count as a desirable design attribute.

5. Section 3.2.B of the Subdivision Regulations are amended as follows:
 - A. Alleys shall not be required within the Planned Development.

6. The second point of vehicular access into the development shall be located off the existing drive on the properties to the south and shall be gate restricted for emergency access only. The developer shall be responsible for securing access to off-site access drives and property prior to construction.

7. A Homeowner's Association (HOA) shall be established that will be responsible for maintenance of all perimeter fencing, screening, detention ponds, floodplain areas, HOA open space lots, HOA common areas, and landscaping within HOA areas for the Planned Development.

COMMERCIAL

II. GENERAL CONDITIONS:

1. All regulations of the Neighborhood Service District (NS) set forth in Article 4, Section 4.1 of the Comprehensive Zoning Ordinance (adopted as of 2021) shall apply.
2. This Planned Development District shall not affect any regulations within the Subdivision Regulations (adopted as of 2003).
3. No site layout will be approved with this proposal nor is a development schedule proposed. Future site design shall be in accordance with the rules, regulations provided in the City of Wylie Zoning Ordinance, and Subdivision Regulations.

PUBLIC COMMENT FORM (Please type or use black ink)

Department of Planning
300 Country Club Road
Building 100
Wylie, Texas 75098



I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2022-14.

I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2022-14.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of
Planning & Zoning
Commission meeting:

Tuesday, October 4, 2022 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of
City Council meeting:

Tuesday, October 25, 2022 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name:

John Monroe

(please print)

Address:

2301 Country Club

Wylie

Signature:

John Monroe

Date:

9-22-2022

COMMENTS:



MONROE FARMS

City Council

October 25, 2022

Approved Unanimously by P&Z on 10/4

Subject Property

Subject Property Location



Subject Property



Parker Road

Country Club Road

Zoning History

Previous Zoning History



- **2019 – Under Contract to Multi-Family Developer**
 - Multi-Family Development with Parkland Dedication
 - Approved by Parks Board & Planning and Zoning Commission
 - Denied by City Council
- **2020 – Under Contract to For-Rent Townhome Developer**
 - For-Rent Townhome Development with Parkland Dedication
 - Approved by Parks Board & Planning and Zoning Commission
 - Denied by City Council

Current Zoning History

■ 2021 to Present –

- Single-Family Development with Parkland Dedication
- Approved by Parks & Recreation Board at 2 Meetings
- Attended a P&Z Work session
- Attended a City Council Work Session
- Revised Development Plan Based on P&Z and City Council's Feedback
 - ☑ Increased Lot Size
 - ☑ Reduced Lot Count by 33 Lots
 - ☑ Shifted County Club Rd Entrance North
 - ☑ Increased Commercial Frontage & Shifted South
- Approved by P&Z Commission
- Denied by City Council - vote was 6-1



Old Zoning Plan

Previously Approved by P&Z

Monroe Farms – Plan Approved by P&Z

- **Number of Units:** 113 Single Family Homes
- **Typical Lot Size:**
80 – 62' x 113' (7,000 sf)
33 – 75' x 120' (9,000 sf)
- +/- 2.5 Acres - Future Commercial
- +/- 15.9 Acres - Park
- Approved by P&Z at the 4/5 meeting
 - With the addition of parallel parking along the park
 - Vote was unanimous 6-0



Lot Mix by Square Footage

- 67 (7,000 – 8,000 SF)
- 39 (8,001 – 9,000 SF)
- 7 (9,001 – 10,000 SF)

Post City Council Denial – Work Session





City Council Work Session

Monroe Farms –Revised Zoning Plan

- Revised the Zoning Plan and Attended a City Council Work Session on 7/12
- Number of Units:** 114 Single Family Homes
- Typical Lot Size:**
 - 50' x 110' (5,500 sf)
 - 61' x 115' (7,015 sf)
 - 84' x 120' (10,080 sf)
- +/- 2.5 Acres - Future Commercial
- +/- 15.9 Acres - Park



Lot Mix by Square Footage

	19 (5,500 – 7,000 SF)
	54 (7,001 – 8,000 SF)
	11 (8,001 – 9,999 SF)
	30 (10,000 SF +)

City Council's Feedback

Parkland Dedication & Monroe Lake

- ☐ There was a consensus that if the 15-acres was dedicated to the city for a park, that it would be difficult for the city to maintain the wetlands and the trails and be hard to make an offering to citizens of Wylie as a whole. Therefore, it should be kept by the HOA or the Monroe family.
- ☐ The Monroe lake is a part of Wylie and should be kept.

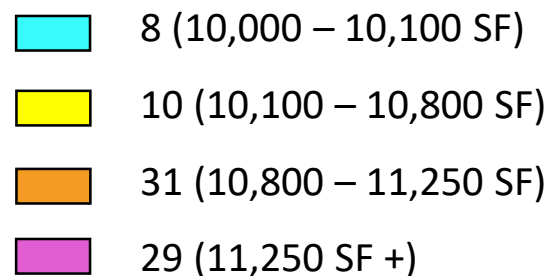
Lot Size & Density

- ☐ Informed that the Future Land Use Plan is not zoning, and 114 single-family lots was not the vision for this property.
- ☐ Providing a new plan that consists of all 10,000 SF single-family lots and under 90 total lots was important to Council.

Drainage

- ☐ There were concerns regarding movement of water through the property and lot to lot drainage.

New Zoning Plan



City Council's Feedback Addressed

Monroe Lake & Parkland Dedication

- ☒ Monroe Lake is not included in the Monroe Farms Planned Development.
- ☒ The Monroe Family will be keeping the back 15 acres with the pond for a family retreat.

Lot Size & Density

- ☒ Minimum 10,000 SF lots
- ☒ 8 - 10,000 SF lots, with the rest being 10,125 SF +
- ☒ Less than 90 lots (78 total lots)

Drainage

- ☒ The Monroe Farms Planned Development Standards specifically states – “Lot to Lot drainage shall not be allowed within the Planned Development.”

Representative Product

Representative Product



Representative Product



Representative Product



Representative Product



Representative Product



Representative Product



END



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, the acceptance of the resignation of Brett Swendig and the appointment of a new board member to the City of Wylie Parks and Recreation Board to fill the term of October 2022 to June 30, 2023.

Recommendation

Motion to approve Item as presented.

Discussion

When the 2022 Board and Commission interviews were held, Council approved a designated replacement for the Parks and Recreation Board should a vacancy occur during the year. Staff reached out to the replacement to see if they would still be interested in serving on the board and they replied back they no longer had the availability to serve. Staff reached out to the eight eligible 2022 applicants that expressed interest in the Parks and Recreation Board. The following applicants replied back that they are still interested and willing to serve. Listed below is the preference that they chose for the Parks and Recreation Board on their application, their name, and the board they were appointed to and currently serve on.

- Preference 1 - Sarah Kewak (appointed to Construction Code Board)
- Preference 1 - Randall Zabochnik (appointed as Replacement 1 for Planning & Zoning Commission)
- Preference 2 - Harold Smith (appointed to Zoning Board of Adjustment)
- Preference 2 - Karen Newman (appointed as Replacement 1 for Public Arts Advisory Board)
- Preference 3 - Joseph Murdock (appointed to Public Arts Advisory Board)

First Name*

Sarah

Last Name*

Kewak

Occupation

Marketing / Website Administration

Work experience that may be beneficial to the board you are applying for.

HOA President - 3 years

HOA Social Chair - 1 year

HOA ACC Board Member - 2 years

Address in ETJ?*☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

2

Months*

4

Registered Voter*☒ Yes ☐ No**Currently Serving***☐ Yes ☒ No**Boards and Commission Preferences****Board Preference 1:***

Parks & Recreation Board

Board Preference 2:

Animal Shelter Advisory Board

Board 2 Qualification*

Resident.

Board Preference 3:

Planning & Zoning Commission

Why you would like to serve as a Boards and Commission member:*

I would like to get involved in the community and be involved in making decisions that are best for the City and our citizens.

Panel Notes:

First Name*

Randall

Last Name*

Zabojnik

Occupation

Police Officer

Work experience that may be beneficial to the board you are applying for.**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

15

Months*

3

Registered Voter*☒ Yes ☐ No**Currently Serving***☐ Yes ☒ No

Boards and Commission Preferences

Board Preference 1:*

Parks & Recreation Board

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Library Board

Why you would like to serve as a Boards and Commission member:*

I am looking to give back to my community by being involved. I love our city and want to be a part of it continuing to be a great place to live. Also, I enjoyed my time on the Ethics Review Board.

Panel Notes:

First Name*

Harold

Last Name*

Smith

Occupation

Retired

Work experience that may be beneficial to the board you are applying for.

35 years with Frito Lay in Sales , Operations, Manufacturing, Headquarters Supply Chain
 President oF Go to Market International 4 Years

Address in ETJ?*☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

1

Months*

10

Registered Voter*☒ Yes ☐ No**Currently Serving***☐ Yes ☒ No

Boards and Commission Preferences

Board Preference 1:*

Wylie Economic Development Corporation

Board 1 Qualification*

Executive management, professional capacity.

Board Preference 2:

Parks & Recreation Board

Board Preference 3:**Why you would like to serve as a Boards and Commission member:***

I would like to utilize my skills to help wylie grow and prosper

Panel Notes:

First Name*

Karen

Last Name*

Newman

Occupation

Integrated Producer / Advertising

Work experience that may be beneficial to the board you are applying for.

I have working in the advertising field for over 25 years and have a Bachelors of Fine Art.

Address in ETJ?*☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

5

Months*

1

Registered Voter*☒ Yes ☐ No**Currently Serving***☐ Yes ☒ No**Boards and Commission Preferences****Board Preference 1:***

Public Arts Advisory Board

Board Preference 2:**Board Preference 3:****Why you would like to serve as a Boards and Commission member:***

I feel that Wylie has opportunities to enrich our community and bring more people (and revenue) into the our city with creative our arts and entertainment resources and plans for the future. I would like to help create Wylie as a destination place for the arts and entertainment.

Panel Notes:

First Name*

Joseph

Last Name*

Murdock

Occupation

Technical Theatre Director and Teacher

Work experience that may be beneficial to the board you are applying for.

City of Garland technical Director

Garland ISD Technical Director

Garland Summer Musicals Master Carpenter and Technical Director

Free Lance Set, Lighting, and, Sound Design

Address in ETJ?*☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

19

Months*

3

Registered Voter*☒ Yes ☐ No**Currently Serving***☐ Yes ☒ No**Boards and Commission Preferences****Board Preference 1:***

Public Arts Advisory Board

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Parks & Recreation Board

Why you would like to serve as a Boards and Commission member:*

I would like to see this city grow and prosper in the way many other cities in our area have. Hopefully, at some point, the city would add a Cultural Arts facility and I believe I am perfect to help develop something like that for the city.

Panel Notes:
