

Wylie City Council Regular Meeting

January 11, 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. Fire Station 2 Life Save Award.

PR2. 2nd Term Wylie Way Students K - 4th Grade.

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 December 14, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Final Plat for Ballers Elite Addition, establishing one commercial lot on 0.620 acres, located at 1400 Martinez Lane.
- C. Consider, and act upon, a Preliminary Plat for Fathulla Addition, establishing one industrial lot on 2 acres, located 280' west of the intersection of Hooper Road and Hensley Lane.
- D. Consider, and act upon, a Preliminary Plat for Wellstar Addition, establishing one industrial lot on 2.31 acres and replating lots 12R, Block C and 15R, Block B, generally located east of the cul-de-sac of Capital street.
- E. Consider, and act upon, the acceptance of the resignation of Charla Riner and appointment of James Byrne as a new commission member to the City of Wylie Planning and Zoning Commission to fill the term of January 2022 to June 30, 2022.
- F. Consider, and act upon, Ordinance No. 2022-01 of the City of Wylie, Texas, Repealing Ordinance No. 2014-19, creating a Code of Conduct; providing for a penalty for the violation of this ordinance; providing for repealing, savings, and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.
- G. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for November 30, 2021.
- H. Consider, and place on file, the City of Wylie Monthly Investment Report for November 30, 2021.

- I. Consider, and act upon, Ordinance No. 2022-02 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- J. Consider, and act upon, Ordinance No. 2022-03 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- K. Consider, and act upon, an Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the cities of Farmersville, Murphy, Parker, Lavon, and Josephine, and authorizing the Interim City Manager to execute any necessary documents.

REGULAR AGENDA

1. **Tabled from 12-14-2021**

Remove from table and consider

Consider, and act upon, Ordinance No. 2021-55 of the City of Wylie, Texas, amending Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and Parking) of Section 110-173 (Stopping, Standing, or Parking prohibited in certain places) of the Wylie Code of Ordinances; creating Section 110-173 (g) prohibiting the stopping, standing, or parking of a vehicle along the north side of Cloudcroft Dr. from S. Ballard Ave. east to the west property line of 115 Cloudcroft (approximately 582 feet) and the south side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Vail Ln. (approximately 560 feet) and on both sides of Stoneybrook Dr. from S. Ballard Ave. west to the point of intersection with Willow Way (approximately 360 feet) during those times set forth in this ordinance; establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

2. **Tabled from 12-14-2021**

Remove from table and consider

Hold a Public Hearing to consider, and act upon, a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through service on 1.03 acres, property generally located at the northwest corner of State Highway 78 and Birmingham Street. (ZC 2021-23)

3. Hold a Public Hearing to consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through on 0.832 acres, property located at 2812 W FM 544 (ZC 2021-24).

4. Hold a Public Hearing to consider, and act upon, a change of zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP), to allow for the installation of an updated communications tower, property located at 200 Regency Drive. (ZC 2021-25)

5. Hold a Public Hearing to consider, and act upon, a change of zoning from Planned Development (PD) to Planned Development - Multi-Family (PD-MF), to allow for an affordable age-restricted multi-family development, property generally located adjacent and southwest of 2300 FM 544. (ZC 2021-26)

6. Consider, and act upon, Resolution No. 2022-01(R) casting a vote for a candidate to the Board of Directors of the Dallas Central Appraisal District for a two-year term beginning January 1, 2022.

WORK SESSION

[WS1.](#) Discuss and review proposed facility improvements for the Wylie Senior Recreation Center.

[WS2.](#) Discuss the purchase of Fire Department Apparatus Replacements.

[WS3.](#) Discuss a potential townhome development generally located on North Ballard and Harvest Bend Drive.

[WS4.](#) Discuss a proposed townhome development generally located on the southwest corner of Troy Road and County Line Road in the City of Wylie's Extraterritorial Jurisdiction.

[WS5.](#) Discuss and present Sidewalk Repair List.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on Janaury 7, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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

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



Wylie City Council

AGENDA REPORT

Department: Fire
 Prepared By: Fire – Brandon Blythe

Account Code: _____

Subject

Fire Station 2 Life Save Award.

Recommendation

Presentation

Discussion

On November 26, 2021, Wylie Fire Rescue received a cardiac emergency call. Dispatcher Rory Strain originally dispatched unit 990 EMT Brian Millstead and EMT Dustin Sanders, Squad 142 Firefighter Richard Hollien and Firefighter Ben Jones to the call. While treating the patient she lost her pulse, CPR was initiated, and at that time Q142 was called. Captain Andrew Johnson, Driver Engineer Jimmy Johnston, Firefighter Cale Wardlaw, and Firefighter Jeff Pynes responded for more assistance. The crews worked together to help the patient regain a pulse. All of these exceptional men saved her life. The crews controlled the airway, inserted an IO, and defibrillated the patient twice. The patient regained a pulse and consciousness. They did not give up on her and saved her life!

Financial Summary/Strategic Goals

N/A



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of December 14, 2022 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Financial Summary/Strategic Goals

Community Focused Government

Wylie City Council Regular Meeting

December 14, 2021 – 6:00 PM

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



CALL TO ORDER

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

Staff present included: Acting City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Division Chief Casey Nash; Finance Director Melissa Beard; Parks and Recreation Director Rob Diaz; Public Works Director Tim Porter; Project Engineer Jenneen Elkhaid; Public Information Officer Craig Kelly; Economic Development Executive Director Jason Greiner; Planning Manager Jasen Haskins; Human Resources Director Lety Yanez, City Attorney Richard Abernathy; Assistant to the City Secretary Erin Day, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation, and Wylie Boy Scout Troop Pack 5150 led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

Mayor Porter presented a proclamation to In-Sync Exotics for being voted Best in DFW Outdoor Adventure.

COMMENTS ON NON-AGENDA ITEMS

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

There were no citizens wishing to address Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of November 15, 2021 Regular City Council Meeting minutes.**
- B. Consider, and act upon, a Final Plat, being a Replat of Lots 1 and 2, Block 1 of Country Club Addition and 2 acres of tract 22 of the Charles Atterbury Survey, establishing one lot on 13.022 acres, located at 570 Country Club Rd.**
- C. Consider, and act upon, a Final Plat, being a Replat of Lots 1 and 2, Block 11 of Railroad Addition, establishing one lot on 0.2557 acres, located at 501C North Highway 78.**

- D. Consider, and act upon, a Final Plat for Wylie Substation Addition, establishing one lot on 9.722 acres, located at 2655 Stone Road in the City of Wylie's Extraterritorial Jurisdiction.**
- E. Consider, and act upon, a Final Plat, being a Replat of Lots 1 and 2, Block D of Regency Business Park Addition Phase 2, establishing one lot on 2.946 acres, located at 200 Regency Drive.**
- F. Consider, and act upon, a Final Plat of Bariatric Care Center Addition, establishing one commercial lot on 20.01 acres, located at 801 South State Highway 78.**
- G. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for October 31, 2021.**
- H. Consider, and place on file, the City of Wylie Monthly Investment Report for October 31, 2021.**
- I. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of October 31, 2021.**
- J. Consider, and act upon, Ordinance No. 2021-56 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**
- K. Consider, and act upon, the approval of the purchase of a parking lot lighting system for the Wylie Senior Center and Community Park from Musco Sports Lighting, LLC in the estimated amount of \$124,333.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#592-19), and authorizing the Interim City Manager to execute any necessary documents.**
- L. Consider, and act upon, the approval of the purchase of Pavement Resurfacing Services from Reynolds Asphalt and Construction Company in the estimated annual amount of \$1,100,000.00 through an existing City of Grand Prairie, Texas contract and authorizing the Interim City Manager to execute any necessary documents.**
- M. Consider, and act upon, the approval of the purchase of playground equipment for Valentine Park from WeBuildFun, Inc. in the estimated amount of \$69,671.51 through a cooperative purchasing contract with Buy Board Cooperative Purchasing and authorizing the Interim City Manager to execute any necessary documents.**
- N. Consider, and act upon, the approval of the purchase of Motorola Radio Equipment and Maintenance Services in the estimated annual amount of \$150,000.00 from Motorola Solutions, Inc. through a cooperative purchasing contract with H-GAC Buy and authorizing the Interim City Manager to execute any necessary documents.**
- O. Consider, and act upon, the approval of the purchase of Chevrolet Tahoe SSV vehicles in the estimated amount of \$75,330.00 through a cooperative purchasing contract with the Sheriffs Association of Texas, and authorizing the Interim City Manager to execute any necessary documents.**
- P. Consider, and act upon, the approval of the purchase of Chevrolet Tahoe PPV vehicles for the Police Department in the estimated amount of \$207,000.00 through a BuyBoard cooperative purchasing, and authorizing the Interim City Manager to execute any necessary documents.**
- Q. Consider, and act upon, Resolution No. 2021-45(R) of the City Council of the City of Wylie, Texas to ratify Wylie Contract #W2021-4-A for Human Resources Benefits Consulting from HUB International Texas in the estimated annual amount of \$66,000.00, and authorizing the Interim City Manager to sign any and all necessary documents.**

Mayor Porter requested Items K and M be pulled from the Consent Agenda and considered individually.

Council Action

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

REGULAR AGENDA

- K. Consider, and act upon, the approval of the purchase of a parking lot lighting system for the Wylie Senior Center and Community Park from Musco Sports Lighting, LLC in the estimated amount of \$124,333.00 through a cooperative purchasing contract with Buy Board Cooperative Purchasing (#592-19), and authorizing the Interim City Manager to execute any necessary documents.**

Council Comments

Mayor Porter advised he wanted to highlight that this was part of the budget that was brought forward and provides the opportunity to put lights at Community Park and the Senior Recreation Center and will enhance safety in the area.

Council Action

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

- M. Consider, and act upon, the approval of the purchase of playground equipment for Valentine Park from WeBuildFun, Inc. in the estimated amount of \$69,671.51 through a cooperative purchasing contract with Buy Board Cooperative Purchasing and authorizing the Interim City Manager to execute any necessary documents.**

Council Comments

Mayor Porter advised the playground equipment at this park is older and limited, and the new equipment will have some inclusive and ADA accessible options. Councilman Williams gave credit to the Parks and Recreation Department for their purchasing abilities and how they were able to save City funds.

Council Action

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

EXECUTIVE SESSION

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

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

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

ES1. Discuss Right-of-Way Acquisition for McMillen Drive.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 6:51 p.m.

REGULAR AGENDA

1. **Consider, and act upon, adoption of Ordinance No. 2021-57 determining a public use, need and necessity for the acquisition of property and permanent easements to expand a public right of way being a 7.307 acres tract of land situated in the J.W. Mitchell Survey, Abstract No. 589, City of Wylie, Collin County, Texas, as more particularly described and depicted in attached Exhibit "A," "A-1," "A-2," "A-3," and "A-4"; among other things, facilitate the construction, access, repair, maintenance and replacement of public roadway facilities and related public improvements in connection with the expansion of McMillen Road from McCreary Road to Country Club Road in Wylie, Texas (collectively, the "Project") in the City of Wylie, Collin County, Texas; authorizing the Interim City Manager and City Attorney, or their respective designees, to acquire the property including making initial bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary; and providing an effective date.**

Council Action

A motion was made by Councilman Strang, seconded by Councilman Wallis, stating I move that the City Council of the City of Wylie, Texas authorize the use of the power of eminent domain to acquire property in fee simple located in the area described and depicted in Exhibit "A," "A-1," "A-2," "A-3," and "A-4" to the ordinance under consideration by the City Council, for the purpose of the construction, access, repair, maintenance and replacement of public roadway facilities and related public improvements in connection with the expansion of McMillen Road from McCreary Road to Country Club Road in Wylie, Texas and all appurtenances related thereto. A vote was taken and motion passed 7-0.

2. **Consider, and act upon, adoption of Ordinance No. 2021-58 determining a public use, need, and necessity for the acquisition of property and temporary construction easements to expand a public right of way being 6.885 acres tract of land situated in the J.W. Mitchell Survey, Abstract No. 589, City of Wylie, Collin County, Texas, as more particularly described and depicted in attached Exhibits "A," "A-1," "A-2," and "A-3"; among other things, facilitate the construction, access, repair, maintenance and replacement of public roadway facilities and related public improvements in connection with the expansion of McMillen Road from McCreary Road to Country Club Road in Wylie, Texas (collectively, the "Project") in the City of Wylie, Collin County, Texas; authorizing the Interim City Manager and City Attorney, or their respective designees, to acquire the property including making initial bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary; and providing an effective date.**

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, stating I move that the City Council of the City of Wylie, Texas authorize the use of the power of eminent domain to acquire property in fee simple located in the area described and depicted in Exhibits "A," "A-1," "A-2," and "A-3" to the ordinance under consideration by the City Council, for the purpose of the construction, access, repair, maintenance and replacement of public roadway facilities and related public improvements in connection with the expansion of McMillen Road from McCreary Road to Country Club Road in Wylie, Texas and all appurtenances related thereto. A vote was taken and motion passed 7-0.

WORK SESSION

Mayor Porter convened the Council into Work Session at 6:56 p.m.

WS1. Discuss City Council Code of Conduct Ordinance.

Mayor Porter stated City Attorney Abernathy was present to discuss the two Code of Conduct Ordinances presented by the City Council Subcommittee. The two versions presented are identical with the exceptions of one having a

board of review. Staff is requesting direction on which Ordinance the Council would like to approve. At a future meeting, Abernathy stated Council also will need to appoint a reviewing attorney.

Council direction was to move forward with the Ordinance having a board of review.

WS2. Discussion regarding parking on Cloudcroft ordinance.

Assistant City Manager Ollie addressed Council stating Council discussed an ordinance at the last meeting. Based on the discussion from Council, staff has drafted a new ordinance (Item 4 - Ordinance No. 2021-60) that would restrict parking throughout the subdivision during the specified hours and would require a permit for those parking in front of the homes during the specified time. Ollie explained some challenges with requiring a parking permit for the entire subdivision. Staff requested Council direction on if they would like to move forward with no required parking permit and no parking, stopping, or standing during designated hours on specified streets (Item 3 - Ordinance No. 2021-55), or with a required parking permit in order to park, stop, and stand during the designated hours throughout the subdivision (Ordinance No. 2021-60).

Council direction was to move forward with bringing Ordinance No. 2021-55 back at a future meeting with changes to the proposed distance and cross streets.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Open Session at 7:33 p.m.

REGULAR AGENDA

3. Tabled from 11-15-2021 *Remove from table and consider*

Consider, and act upon, Ordinance No. 2021-55 of the City of Wylie, Texas, amending Section 110-173 (a) (10) (Stopping, Standing, or Parking prohibited in certain places) of Article VI (Stopping, Standing, and Parking) of Chapter 110 (Traffic and Vehicles) of the Wylie Code of Ordinances; prohibiting parking, stopping or standing of a vehicle along the north side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with the private drive of 101 Cloudcroft (approximately 115 feet), and on the south side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Aspen Ln. (approximately 245 feet); establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance and providing for the publication of the caption hereof.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to remove Item 3 from table and retable until January 11, 2022. A vote was taken and the motion passed 6-1 with Councilman Williams against.

4. Consider, and act upon, Ordinance No. 2021-60 of the City of Wylie, Texas, amending Article VI (Stopping, Standing, and Parking) of Chapter 110 (Traffic and Vehicles) of the Wylie Code of Ordinances, creating Section 110-190 resident only parking permit areas; permitting parking in certain areas by permit only during those times set forth in this ordinance; establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Council Action

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

- 5. Hold a Public Hearing to consider, and act upon, a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through service on 1.03 acres, property generally located at the northwest corner of State Highway 78 and Birmingham Street. (ZC 2021-23)**

Staff Comments

Planning Manager Haskins addressed Council stating the applicant is requesting a Special Use Permit (SUP) for a drive-thru restaurant on 1.03 acres generally located at the northwest corner of State Highway 78 and Birmingham Street. The Zoning Ordinance requires all restaurants with drive-throughs to obtain a SUP. The proposal includes a new 11,100 square foot structure to include a maximum 1,800 square feet dedicated to the drive-thru restaurant on the southwest end of the structure. The SUP conditions allow for up to 6,000 of the remaining square feet to be a restaurant use (without drive-thru). The remaining square footage is proposed to include unspecified uses that would be allowed by right. Haskins stated the proposed SUP conditions and the zoning exhibit include several exceptions to typical Zoning Ordinance and Design Manual standards which is generally related to the area being under-parked in number and size of parking spaces, and they are utilizing public ROW for parking. Elevations were not provided and are not included in the SUP conditions or Zoning Exhibit, and the property currently consists of multiple lots; therefore, review and approval of a separate site plan, landscape plan, elevations, and plat shall be required should this SUP be approved.

Haskins reported the surrounding properties are zoned Commercial Corridor and there are currently 10 other drive-thru restaurants within ¼ mile, all occupied. The site is located in the General Urban Sector of the land use map and the proposed use is consistent with the existing surrounding development and land use classification of the comprehensive plan.

Haskins stated approval of this SUP shall require an amendment to the City Code of Ordinances, Chapter 110, Article VI, Section 110.173(a)(10)(i) that prohibits parking on the south side of Industrial.

Haskins stated 12 notifications were mailed; with no responses returned in favor or in opposition to the request. After some discussion regarding the limited parking and the request for off-site parking using the public ROW, the Commission voted 5-2 to recommend approval, with the dissenting Commissioners citing the off-site parking, safety concerns backing into the ROW, and general size of the structure relative to the size of the property.

Council Comments

Mayor *pro tem* Forrester asked about the SUP process and its intent. Haskins replied an SUP could just be to allow for a drive thru; however, this applicant was asked to, and did provide, a Zoning Exhibit because of the conditions that were put on the SUP. Mayor Porter asked what variance was being requested for the parking. Haskins replied that the SUP Conditions are asking for 1 to 250 square feet and our current standards are 1 to 125 square feet for drive thru restaurants and 1 to 100 square feet for sit down restaurants. During normal circumstances, the City would require 80 total parking spaces for this proposed development and the applicant is providing 57, in which 19 are located in the City right of way. Council asked questions regarding the size and number of parking spaces as well as the location of the parking spaces, and members of Council expressed concerns with the number of variances requested as well as parking in the right of way.

Applicant Comments

Patrick Filson, applicant, addressed Council stating the proposed drive through is a national coffee user, Dunkin Donuts, and acts as a morning user. If a sit-down restaurant was to come in it would be 4,200 square feet and not 6,000 as the 6,000 square feet is the total square footage including Dunkin Donuts. Filson stated they were open to working with the City on this.

Public Hearing

Mayor Porter opened the public hearing on Item 5 at 8:04 p.m. asking anyone present wishing to address Council to come forward.

Marvin Fuller addressed Council stating he was in favor of development on the property but had concerns with the parking variance, and would like construction materials to be similar to surrounding businesses.

Mayor Porter closed the public hearing at 8:08 p.m.

Council Comments

Mayor Porter asked the applicant if they would be interested in tabling the item to address some of the concerns expressed. Filson stated they can look at possible changes, but thinks the on-street parking is an important part of this project in order to make this project successful for all parties. Council discussion included if the applicant can work on width, number, and location of parking spaces as well as the facade of the building they are open to looking at it.

Staff Comments

Public Works Director Porter stated as an engineer, he sees parking on a curve as a safety issue and would not recommend. From an engineering perspective, there are some other issues with the traffic.

Filson requested Council table this item so that he can work with staff to better utilize the site.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to table Item 5. A vote was taken and the motion passed 7-0.

Mayor Porter recessed the Council into a break at 8:32 p.m.

Mayor Porter reconvened the Council into Regular Session at 8:39 p.m.

- 6. Consider, and act upon, the approval of the modification to contract #W2018-118-A Solid Waste & Recycling Services with Community Waste Disposal L.P., adjusting the billing rates effective January 1, 2022, and authorizing the Interim City Manager to execute any necessary documents.**

Applicant Comments

Jason Roemer, Vice President of CWD, addressed Council giving a presentation that included: the CWD Action Plan which addressed collection delays, truck spills/leaks, adjusting driver workload, service on new streets, cart delivery, citywide bulk sweep and scheduled collections, meetings with City staff and community involvement, and third-eye GPS and service verification system.

Staff Comments

Utility Billing Manager Orie Cross addressed Council giving complaint statistics since November, and added that she believed that CWD is taking steps to provide better service and hope that it continues.

Council Comments

Mayor Porter asked staff what the term on the current contract is. Ollie replied that the last contract was done in 2018 for a five-year term, expiring in 2023. Mayor *pro tem* Forrester asked if anything has been discussed with CWD regarding any recourse action from a City standpoint if service is not met. Cross replied not that she is aware of. Councilman Strang stated based on the presentation, CWD is taking some good steps to improve service. Councilman Williams asked if the contract has an annual change in price. Mayor Porter replied it is tied to CPI, diesel fuel, and disposal cost and comes to council for consideration.

Council Action

A motion was made by Councilman Mize, seconded by Councilman Wallis, to approve Item 6 as presented. A vote was taken and the motion passed 6-1 with Councilman Duke voting against.

- 7. Consider, and act upon, Ordinance No. 2021-59, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Article VI (Stopping, Standing, and Parking), Chapter 110 (Traffic and**

Vehicles), Section 110-187 (Overnight Parking), to allow campers, RV (recreational vehicle), or travel trailers to be temporarily parked in front of the owner's residence for loading and unloading purposes only for a period not to exceed twenty-four hours.

Staff Comments

Police Chief Henderson addressed Council stating per Council direction, staff recommends amending the Wylie Code of Ordinances to allow a camper, RV, or travel trailer to be temporarily parked in front of the owner's residence for loading and unloading purposes only for a period of time not to exceed twenty-four hours.

Council Comments

Mayor *pro tem* Forrester asked for the steps law enforcement would take when a complaint is received. Henderson replied they would contact the owner, ensure they are aware of the ordinance and start the twenty-four-hour time period at that time, and follow up after the time period is over. Henderson stated they strive for compliance.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Williams, to approve Item 7 as presented. A vote was taken and the motion passed 5-2 with Councilman Mize and Mayor *pro tem* Forrester opposed.

- 8. Consider, and act upon, authorizing the execution of a Deed without Warranty to convey 0.0337± acres of land situated in the Samuel B. Shelby Survey, Abstract No. 820T, City of Wylie, Collin County, Texas from the City of Wylie to KEP Brown Street Village, LP.**

Staff Comments

Assistant City Manager Ollie addressed Council stating staff was contacted by a potential buyer of the subject property regarding a filed warranty deed of a drainage easement located on 511 W. Brown Street. While researching documents and ordinances, it was determined that the warranty deed gave ownership of the land, in fee simple, to the City. An easement typically does not involve transfer of ownership, but rather allows the use of land for a specified purpose and in this case, a drainage ditch. Staff has worked with the owner and City legal team to draft the attached document that will deed the land back to the owner, without warranty from the City. The deed without warranty is a document that transfers title without any warranties, express or implied. Also, on the current agenda is a document that will dedicate the drainage easement to the City.

Council Action

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

- 9. Consider, and act upon, acceptance of an easement conveying to the City of Wylie easement rights on 0.0337± acres situated in the Samuel B. Shelby Survey, Abstract No. 820T, City of Wylie, Collin County, Texas from KEP Brown Street Village, LP.**

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 9 as presented. A vote was taken and the motion passed 7-0.

- 10. Consider, and act upon, Resolution No. 2021-46(R) opposing the Texas Commission on Environmental Quality (TCEQ) application for a proposed wastewater treatment facility located 0.4 miles northwest of the intersection of North Murphy Road and Rolling Ridge Drive in Collin County, Texas near the cities of Murphy, Parker, and Wylie. TCEQ Permit No. WQ0016003001.**

Staff Comments

Assistant City Manager Ollie addressed Council stating City Council members have been contacted by citizens expressing their concern with the proposed wastewater treatment plant located within Parker's ETJ. The cities of Murphy and Parker, and the North Texas Municipal Water District have adopted resolutions to oppose the plant.

Ollie reported the proposed plant sits approximately 1.06 miles from Wylie's nearest residential subdivision. Staff has obtained a copy of the documents presented to the Murphy City Council.

Council Comments

Mayor Porter stated that Maxwell Creek drains into Muddy Creek and does impact some of the City of Wylie downstream.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Williams, to approve Item 10 as presented. A vote was taken and the motion passed 7-0.

WORK SESSION

Mayor Porter convened the Council into Work Session at 9:16 p.m.

WS3. Planning Department Presentation.

Planning Manager Haskins addressed Council giving a presentation on the Planning Department. The presentation included: The Team, Responsibilities, Development Projects, Boards/Commissions/Council, plans/Ordinances/Regulations, Mapping, Assistance and Requests, and Future Goals. Council thanked Planning staff for all that they do for the City.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Open Session at 9:35 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 9:35 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.

ES2. Consider the sale or acquisition of properties located at FM 544/Cooper and State Hwy 78/Brown.

ES3. Discuss property generally located in the area of Parker Rd. and Country Club Rd.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES4. Discuss staffing options for the City Engineer and Project Engineer.

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).

ES5. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-4a, 2021-6a, 2021-8a, 2021-9e, 2021-9g, 2021-11a, and 2021-11b.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 11:09 p.m.

READING OF ORDINANCES

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

Administrative Assistant to the City Secretary Day read the captions to Ordinance Nos. 2021-56, 2021-57, 2021-58, and 2021-59 into the official record.

ADJOURNMENT

A motion was made by Councilman Williams, seconded by Councilman Strang, to adjourn the meeting at 11:13 p.m. A vote was taken and motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Ballers Elite Addition, establishing one commercial lot on 0.620 acres, located at 1400 Martinez Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Huy Nguyen

APPLICANT: Boundary Solutions

The applicant is proposing to create one commercial lot for the development of an indoor training gymnasium located at 1400 Martinez Lane. The site is zoned within the Commercial Corridor district and the proposed use is allowed by right. The site plan and preliminary plat for this development were approved in May and June of 2020, respectively.

The final plat differs slightly from the preliminary plat as a turn radii of the entry driveway was adjusted to correspond to the dimensions of the approved site plan. The final plat also includes a 24' wide fire lane, access, and utility easement.

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

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

P&Z Commission Discussion

The Commission voted 6-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat for Fathulla Addition, establishing one industrial lot on 2 acres, located 280' west of the intersection of Hooper Road and Hensley Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Jalil Fathullah

APPLICANT: Roome Land Surveying

The applicant is proposing to create one industrial lot for the development of an office/warehouse park located 280' west of the intersection of Hooper Road and Hensley Lane. The site is zoned within the Light Industrial district and the proposed uses are allowed by right. The site plan for phase one was approved by the P&Z Commission in December 2021.

The preliminary plat includes a 24' wide fire lane, access, and utility easement with access from Hensley Lane. There are two existing water and sewer lines that run east and west on the subject property.

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

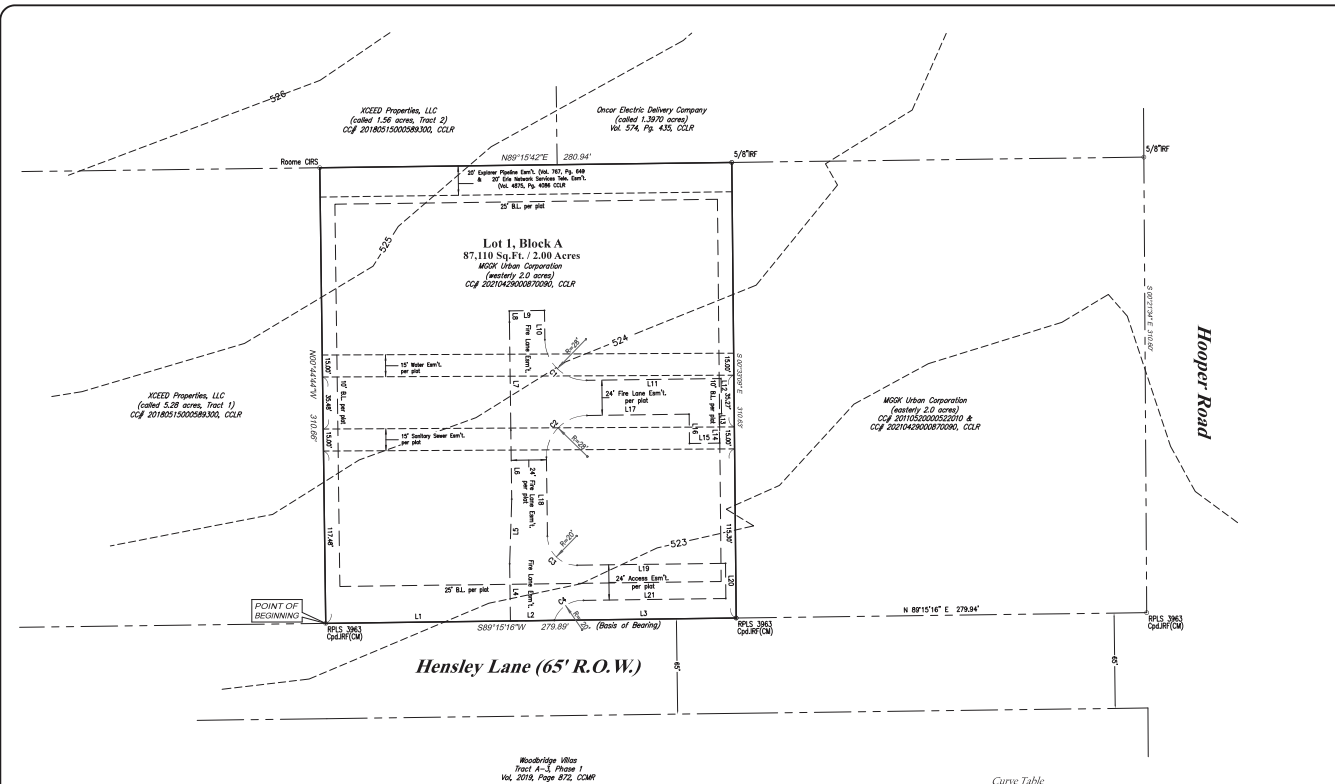
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 5-0 to recommend approval.

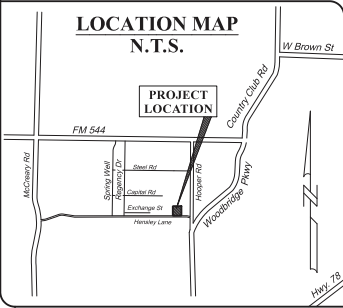
Financial Summary/Strategic Goals

Planning Management



Notice: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

NOTES: Notes: 1) Bearings Based on a 4.00 acre tract as recorded under County Clerk Nos. 201105000052010 and 2021042900870090 of the Collin County Land Records, 2) No part of the subject property lies within a Special Flood Hazard Area inundated by 100-year flood per Map No. 48065C0415 J of the F.E.M.A. Flood Insurance Rate Maps for Collin County, Texas and Incorporated Areas dated June 2, 2009 (Zone X), 3) This survey was performed without the benefit Title Commitment and may be subject to any and all easements or record.



SURVEYOR'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN
KNOW ALL MEN BY THESE PRESENTS:
THAT I, F. E. Bemenderfer Jr., do hereby certify that I prepared this annexing plat from a actual survey on the land and that the corner monuments shown thereon were found and/or property placed under my supervision in accordance with the applicable codes and ordinances of the City of Wylie.

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



ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF COLLIN
BEFORE ME, the undersigned authority, on this day personally appeared F. E. Bemenderfer Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 202__.
Notary Public in and for the State of Texas
Printed Name

"Recommended for Approval"
Chairman, Planning and Zoning Commission
City of Wylie, Texas
Date

"Approved for Construction"
Mayor, City of Wylie, Texas
Date

"Accepted"
Mayor, City of Wylie, Texas
Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing Preliminary Plat of Fathulla Addition Lot 1, Block A, to the City of Wylie was submitted to the City Council on the ____ day of _____, 202__, 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., 202__.

City Secretary
City of Wylie, Texas

OWNER'S DEDICATION AND ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF COLLIN
WHEREAS Jalli Fathullah, the owner of a tract of land situated in the State of Texas, County of Collin and City of Wylie, being part of the William Sachse Survey, Abstract No. 835, being 2.00 acres out of the western portion of a 4.00 acre tract as recorded under County Clerk Nos. 201105000052010 and 2021042900870090 of the Collin County Land Records, with said premises being more particularly described as follows: BEGINNING at a RPLS 3963 capped iron rod found in the north right-of-way line of Hensley Lane (65' R.O.W.) and marking the southwest corner of said 4.00 acre tract, and the southeast corner of a (Tract 1) called 5.28 acre tract as recorded under County Clerk No. 20180515000589300 of the Collin County Land Records; THENCE, departing said road, with the west line of said 4.00 acre tract and the east line of said 5.28 acre tract, North 03°44'44" West, 310.66 feet to a Rome capped iron rod set marking the northwest corner of said 4.00 acre tract, the northeast corner of said 5.28 acre tract, and being in the south line of a (Tract 2) called 1.56 acre tract as recorded under said County Clerk No. 20180515000589300; THENCE with the north line of said 4.00 acre tract, and the south line of said Tract 2, 1.56 acre tract, North 89°15'16" East, passing the southeast corner of said tract 2 at 161.89 feet, and southwest corner of an Oncor Electric Delivery Easement called 1.3970 acre tract as recorded in Volume 574, Page 435 of the Collin County Land Records and continuing for a total distance of 280.94 feet to a 5/8" iron rod found marking the northeast corner of the herein described premises; THENCE with the east line of said premises and passing through said 4.00 acre tract, South 00°33'09" East, 310.63 feet to a RPLS 3963 capped iron rod found in the north right-of-way line of said Hensley Lane, the south line of said 4.00 acre tract, and marking the southeast corner of said premises; THENCE with the north right-of-way line of Hensley Lane, and the south line of said 4.00 acre tract, South 89°15'16" West, 279.89 feet to the place of beginning and containing 87,110 square feet or 2.00 acres of land.

OWNER'S CERTIFICATION
STATE OF TEXAS
COUNTY OF COLLIN
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
That, Jalli Fathullah, the owner, does hereby adopt this plat designated therein above described property as Fathulla Addition Lot 1, Block A, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.
The City of Wylie and public utilities entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.
This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS, my hand, this ____ day of _____, 202__.

(Jalli Fathullah, Owner)

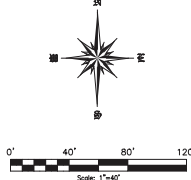
ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF COLLIN
BEFORE ME, the undersigned authority, on this day personally appeared Jalli Fathullah, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that the same was executed for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 202__.
Notary Public in and for the State of Texas
Printed Name

Curve Table

CURVE	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK
1	18.00	21.00	24.00	27.00	30.00	33.00
2	18.00	21.00	24.00	27.00	30.00	33.00
3	18.00	21.00	24.00	27.00	30.00	33.00
4	18.00	21.00	24.00	27.00	30.00	33.00

Line Table

LINE	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK
1	18.00	21.00	24.00	27.00	30.00	33.00
2	18.00	21.00	24.00	27.00	30.00	33.00
3	18.00	21.00	24.00	27.00	30.00	33.00
4	18.00	21.00	24.00	27.00	30.00	33.00



Preliminary Plat
Fathulla Addition
Lot 1, Block A
1 Commercial Lot ~2.00 Gross Acres
William Sachse Survey, Abstract 835
City of Wylie, Collin County, Texas
November 22, 2021

Applicant:
Bryan Rogers
P.O. Box 1454
Wylie, Texas 75098
(714) 214-773-6480
Attn: Jalli Fathullah
Email: bryan@TheDesignResources.com

Owner:
Jalli Fathullah
1111 Summit Ave. Suite 6
P.O. Box 7074
Wylie, Texas 75094
(714) 214-955-8731
Attn: Jalli Fathullah
Email: jalli_fath@yahoo.com

Surveyor:
Roome Land Surveying
2000 Ave G, Suite 810
P.O. Box 15074
Ft. Worth, Texas 76115
(817) 423-4372
Attn: Fred Bemenderfer
Email: fred@roomeinc.com

Revised: 12.08.2021 P:\AC\202104\10884834.dwg

Roome Land Surveying
2000 Avenue G, Suite 810
Ft. Worth, Texas 76115
Phone (817) 423-4372 / Fax (817) 423-7523
www.roomesurveying.com / Firm No. 10013190



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat for Wellstar Addition, establishing one industrial lot on 2.31 acres and replating lots 12R, Block C and 15R, Block B, generally located east of the cul-de-sac of Capital Street.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Wellstar Properties LLC

APPLICANT: Roome Land Surveying

The applicant is proposing to create one 2.31-acre industrial lot for the development of two office/warehouse buildings located east of the cul-de-sac of Capital Street. The site is zoned within the Light Industrial district and the proposed use is allowed by right. The site plan for the development was approved by the P&Z Commission in December 2021.

Access to the subject property is provided by replating existing access easements from a portion of Lot 12R and Lot 15R of Regency Business Park to allow access from Capital Street.

The site also contains 24' wide fire lane, access, and utility easements throughout 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.

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

P&Z Commission Discussion

The Commission voted 5-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



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 Charla Riner and appointment of James Byrne as a new commission member to the City of Wylie Planning and Zoning Commission to fill the term of January 2022 to June 30, 2022.

Recommendation

Motion to approve Item as presented.

Discussion

When the 2021 Board and Commission interviews were held, Council approved two (2) replacements for the Wylie Planning and Zoning Commission should a member resign during the year. Pursuant to the boards' interview, James Byrne was designated as Replacement 2. Staff has contacted Mr. Byrne and he is willing to serve if appointed by Council. Mr. Byrne currently serves on the Construction Code Board as well. Per Ordinance No. 2021-32, Council is entitled to appoint an individual to serve on more than one board or commission if the Council determines that there is good cause to do so. As the first Replacement is unable to fill the vacancy at this time and the Construction Code Board rarely meets, it is staff's recommendation to appoint Mr. Byrne to fill the position.

Financial Summary/Strategic Goals

N/A

“CHAPTER 2 – ADMINISTRATION

...

ARTICLE IV – BOARDS AND COMMISSIONS

Sec. 2-61. - Appointments to more than one Board or Commission.

- (a) In order to obtain increased citizen participation on boards and commissions, the City Council establishes, as policy, that ~~citizens~~ an individual shall be appointed to and serve on only one board or commission; ~~provided, however, that the City Council is entitled to appoint an individual to serve on more than one board or commission, but not more than two boards or commissions as provided in the City Charter, if the City Council determines that there is good cause to do so.~~

¹ Deletions are evidenced by ~~strikethrough~~; additions are underlined.



Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2022-01 of the City of Wylie, Texas, repealing Ordinance No. 2014-19, creating a Code of Conduct; providing for a penalty for the violation of this ordinance; providing for repealing, savings, and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Recommendation

Motion to approve Item as presented.

Discussion

At its December 14, 2021 meeting, Council held a work session to discuss two Code of Conduct Ordinances presented by the City Council Subcommittee. The two versions presented were identical with the exception of one having a board of review.

The subject amendment includes a board of review consisting of five (5) members and two (2) alternates. Terms of appointment shall be no more than one (1) term of two (2) consecutive years.

Financial Summary/Strategic Goals

Infrastructure

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2014-19, CREATING A CODE OF CONDUCT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City of Wylie previously adopted Ordinance No. 2014-19, establishing a Code of Ethics; and

WHEREAS, the City of Wylie desires to create a Code of Conduct and repeal Ordinance No. 2014-19, as of the Effective Date of this Ordinance.

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

Section 1. Creation of Code of Conduct

The City of Wylie creates this Code of Conduct (the “Code”) and repeals Ordinance No. 2014-19, as of the Effective Date of this Ordinance.

Section 2. Policy

The proper operation of democratic local government requires that City Officials be independent, impartial and responsible to the people; that local government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its City Officials. It is the policy of the City of Wylie that its City Officials meet the standards of conduct established in this Ordinance. Conduct not regulated herein is not subject to this Code.

Section 3. Definitions

Administrative Board means any board, commission, or other organized body: (1) that has, by law, final decision-making authority on matters within its jurisdiction and that is either: (a) established under the City Charter, by City ordinance, or by appointment by the City Council or the Mayor; or (b) whose members are all council members or are appointed or confirmed by the City Council; or, (2) created as a non-profit economic development corporation by the City Council under the authority of the Development Corporation Act of 1979, as amended.

Advisory Board means a board, commission, or other organized body other than an Administrative Board, that was created by an act of the City Council whose members are appointed or confirmed by the City Council or by an act of the Mayor and are charged with making recommendations to the City Council on matters within its jurisdiction.

Board of Review means the body charged with reviewing and acting on Complaints under this Ordinance.

City Official or Official means the Mayor; a member of the City Council, members of Administrative Boards, and Advisory Boards, appointed by the Mayor or City Council.

Code of Conduct means this Code of Conduct ("Code"). Only a City Official may be held responsible for violations of the Code.

Economic Interest means a legal or equitable property interest in land, chattels, and intangibles, and contractual rights having a value of more than fifty thousand dollars (\$50,000.00). Service by a City Official as an Officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that City Official an "Economic Interest" in the property of the organization.

Official Action means:

- (1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of, an Official's duties; or
- (2) Any failure to act, if the Official is under a duty to act.

Section 4. Covered officials

The rules of conduct contained below apply generally to City Officials unless otherwise specified.

Section 5. City Officials required to comply with both state and local law

When a City Official's conduct is regulated by a provision of this Ordinance and a similar provision of state law, and it is possible to comply with the requirements of both, a City Official shall comply with both.

Section 6. Education

The City shall provide training and educational materials to City Officials on their obligations under state law and this Ordinance. Such training shall include at least one formal classroom session in each calendar year. All City Officials shall annually attend the formal training session offered by the City or equivalent training sessions conducted by the City Attorney, the Texas Municipal League, or similar organizations. The City also shall prepare and distribute written materials on the subject to each City Official at the time of his or her election or appointment to office.

Section 7. Standards of Conduct for City Officials

(A) Appearance on behalf of private interests of others

- (1) A member of the City Council shall not appear before the City Council, an Administrative Board or an Advisory Board for the purpose of representing the interests of another person or entity. However, a member of the City Council may, to the extent as otherwise permitted by law, appear before any such body to represent the member's own interests or the interests of the member's spouse or minor children.
- (2) A City Official who is not a member of the City Council shall not appear before the body on which he or she serves for the purpose of representing the interests of another person or entity, and shall not appear before any other body for the purpose of representing the interests of another person or entity in connection with an appeal from a decision of the

body on which the City Official serves. However, the City Official may, to the extent as otherwise permitted by law, appear before any such body to represent the City Official's own interests or the interests of the City Official's spouse or minor children.

(B) Misuse and disclosure of confidential information

- (1) It is a violation of this Code for a City Official to violate Texas Penal Code § 39.06 (Misuse of Official Information).
- (2) A City Official shall not disclose to the public any information that is deemed confidential and/or privileged under any federal, state, local law, or Council rules, unless authorized by law.

(C) Restrictions on political activity and political contributions

- (1) No City Official shall use state or local funds or other resources of the City to electioneer for or against any candidate, measure, or political party.
- (2) A City Official shall not directly or indirectly induce, or attempt to induce, any City employee:
 - a. To participate in an election campaign (beyond merely encouraging another to vote), to participate in a political fundraising activity, or to contribute to a political candidate or political committee;
 - b. To engage in any other activity relating to a particular candidate, party or issue that is not directly related to a legitimate function of City government; or
 - c. To refrain from engaging in any lawful political activity after working hours.

(D) Use of cell phones or electronic devices by appointed or elected officials during meetings of Administrative Boards and Advisory Boards, of which they are a member

City Officials shall refrain from communicating on cell phones or electronic devices during a City meeting at which the City Official is attending as a member of that Administrative Board or Advisory Board, except as provided below. However, City Officials may access agendas and information relevant to a past, current, and/or future agenda. Cell phones shall be turned off or put on vibrate during meetings. Should it be necessary to use a cell phone, City Officials shall step down from the dais. Text messaging, emails, and other electronic or written communications shall not be sent during a meeting unless it is an emergency.

(E) Conflicts of Interest

A City Official must not use, or attempt to use, his or her official position or office, or take or fail to take any action, or influence, or attempt to influence, others to take or fail to take any action, in a manner which he or she knows, or has reason to believe, may result in a personal, financial benefit, or Economic Interest not shared with a substantial segment of the City's population, for any of the following persons or entities:

- (1) The Official;
- (2) The Official's relative, or the employer or business of the relative;
- (3) A person with which the Official has a financial or business relationship, including but not limited to:
 - a. A business of the Official, or the Official's spouse or domestic partner, or someone who works for such outside employer or business; or
 - b. A client or substantial customer.

- (4) A nongovernmental civic group, social, charitable, or religious organization of which the Official, or the Official's spouse or domestic partner, is an officer or director; or
- (5) A public or private business entity for which the Official, or his or her relative serves as a director, general partner, or officer, or in any other policy-making position except when so appointed to the position by the City.

(F) Compliance with Texas Local Government Code Chapters 171 and 176

It is a violation of this Code for a City Official to violate Texas Local Government Code, §§ 171 and 176 and Texas Penal Code § 36.08

(G) Prohibitions - Granting Special Privileges and Use of City Supplies and Equipment

It is a violation of this Code for a City Official:

- (1) To use his official position to secure special privileges or exemptions for himself or others;
- (2) To grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group. This shall not prevent the granting of fringe benefits to City employees as a part of their contract of employment or as an added incentive to the securing or retaining of employees; or
- (3) To use City supplies, equipment or facilities for any purpose other than the conduct of official City business, unless otherwise provided for by law, ordinance or City policy.

Section 8. Board of Review

(A) Creation and appointment

There is hereby created a Board of Review ("BOR") to consist of five (5) members and two (2) alternates.

- (1) The BOR shall review Complaints regarding alleged violation(s) of the Code ("Complaints"), review applicable waivers regarding the alleged violation(s), and determine if a Complaint should be dismissed under the criteria, as outlined herein.
- (2) Prospective BOR members shall be interviewed and appointed by a majority of the City Council present at a duly called meeting.

(B) Qualifications

- (1) All members must live within the City of Wylie city limits and be at least 18 years of age;
- (2) BOR members may not be:
 - a. The spouse or the domestic partner of the individual filing the Complaint ("Complainant") or the individual who is the subject of the Complaint ("Respondent") is the spouse or domestic partner.
 - b. Serving on any other Council appointed Board or Commission during their term on the BOR;
 - c. A City Council member or City of Wylie employee, or the spouse or domestic partner of a City Council member or City of Wylie employee;
 - d. An elected public official; or
 - e. A candidate for elected public office at the time of their term on the BOR.

(C) Terms of appointment / Limitations

- (1) BOR members may serve only one (1) term of two (2) consecutive years.
- (2) BOR members shall serve until any Complaints pending during their appointed term have been fully adjudicated by the BOR.
- (3) If a person selected to serve on the BOR pursuant to this subsection cannot fulfill his or her duties as a member of the BOR due to illness, travel, disqualification under the terms outlined above, or another bona fide reason, or otherwise refuses to serve on the BOR, that person shall be requested to confirm that fact with the City Secretary in writing within 15 calendar days of receipt of the service notification. In this event, the City Secretary shall repeat the process outlined herein until a substitute has been selected.

(D) Training / Removal

- (1) BOR members must attend training regarding the role and responsibilities of service on the BOR prior to handling a Complaint. The unexcused absence of any member of the BOR from three (3) consecutive meetings, unless the BOR has excused the absence for good and sufficient reasons, as determined by the BOR, shall constitute a resignation from the BOR.
- (2) A BOR member serves at the pleasure of the City Council and may be removed before the expiration of the member's term by the City Council in its sole discretion. Before removing a member, the BOR shall specify the cause for a recommendation of removal and shall give the BOR member the opportunity to present the member's defense to removal. The recommendation for the City Council to remove a BOR member shall be brought to the City Council for an official vote.

(E) Consultation with City Attorney

The City Attorney is authorized to issue to any City Official, upon reasonable request, formal written opinions regarding the applicability of the provisions of the conduct laws to an action the City Official is considering taking in the future. The BOR and/or the City Council may consult with the City Attorney or a designee of the City Attorney regarding legal issues which may arise in connection with this section and may request advisory assistance from the City Attorney in conducting hearings during any stage of the process. The City Attorney serves as legal counsel for the City Council and not any individual City Council member.

(F) Reviewing Attorney

- (1) The City Council shall approve a list of three (3) independent private attorneys recommended by the City Attorney who may individually serve as a "Reviewing Attorney" for Complaints filed under this section. The Reviewing Attorney shall be chosen by the City Manager by lot.
- (2) To be qualified, the Reviewing Attorney must be an attorney in good standing with the State Bar of Texas, have been licensed to practice in the State of Texas for at least ten (10) consecutive years, and have at least five (5) years of experience working with municipalities in Texas. The Reviewing Attorney may not be:
 - a. A City Council member or City of Wylie employee, or the spouse or domestic partner of a City Council member, Board member or City of Wylie employee;
 - b. An elected public official; or
 - c. A candidate for elected public office at the time of their service.

(G) Complaint Process

- (1) Filing Complaints. Any citizen of Wylie who believes that there has been a violation of the Code may file a sworn Complaint with the City Secretary. The Complaint shall:
 - a. Identify the person or persons who allegedly committed the violation;
 - b. Provide a statement of the facts on which the Complaint is based;
 - c. To the extent possible, identify the rule or rules allegedly violated; and
 - d. Be sworn to in the form of an affidavit and be based on personal knowledge of the affiant and be subject to the laws of perjury.
 - e. The Complainant may also recommend other sources of evidence that the Reviewing Attorney should consider and may request a hearing.
 - f. Complaints arising out of an event or a series of related events shall be addressed in one complaint. Complainants shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous Complaint. When two or more Complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the City may consolidate the complaints.
- (2) Confidentiality. No City Official shall reveal information relating to the filing or processing of a Complaint, except as required for the performance of Official duties. Documents relating to a Complaint will be maintained by the City Secretary in accordance with applicable records retention laws and are confidential, to the extent permitted by law.
- (3) Notice / Timelines / Representation
 - a. Days, as used herein, is defined as City business days.
 - b. All timelines provided herein must be followed, subject only to extensions approved in writing by the City Manager based on the individual circumstances surrounding the review of the Complaint.
 - c. A Complaint must be filed with the City Secretary within six (6) months of the date the Complainant knew, or with reasonable diligence should have known, of the events or series of events giving rise to the Complaint. The City Secretary shall not accept or process any Complaint that is filed more than six (6) months after the date of the violation alleged in the Complaint. Complaints not filed within this timeframe are barred and will be dismissed as untimely.
 - d. Within three (3) business days of receiving a Complaint, the City Secretary shall provide a copy of the full Complaint to the City Official who is the subject of the Complaint (“Respondent”), the City Attorney, the City Manager, and the Reviewing Attorney.
 - e. If the City Manager is not available or is implicated, the City Secretary will provide copies, as outlined herein.
 - f. The Reviewing Attorney, BOR, and/or City Council shall allow any person who is the subject of a Complaint to designate a representative if he or she wishes to be represented by someone *else* and to present evidence, according to rules adopted by the City Council.
- (4) Frivolous Complaint
 - a. For purposes of this section, a “frivolous complaint” is a sworn Complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
 - b. By a vote of at least two-thirds of those present, the City Council may order a Complainant to show cause why the Complaint filed by the Complainant is not frivolous.
 - c. In deciding if a Complaint is frivolous, the City Council will be guided by Rule 13 of the Texas Rules Civil Procedure, and may also consider:

- i. The timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Respondent is a candidate or is involved with a candidacy, if any;
 - ii. The nature and type of any publicity surrounding the filing of the sworn Complaint, and the degree of participation by the Complainant in publicizing the fact that a sworn Complaint was filed;
 - iii. The existence and nature of any relationship between the Respondent and the Complainant before the Complaint was filed;
 - iv. If Respondent is a candidate for election to office, the existence and nature of any relationship between the Complainant and any candidate or group opposing the Respondent;
 - v. Any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
 - vi. Any evidence of the Complainant's motives in filing the Complaint.
 - d. Notice of an order to show cause shall be given to the Complainant, with a copy to the Respondent, and shall include:
 - i. An explanation of why the Complaint against a Respondent appears to be frivolous; and
 - ii. The date, time, and place of the hearing to be held under this section.
 - e. Before making a determination that a sworn Complaint against a Respondent is frivolous, the City Council shall hold a hearing at which the Complainant may be heard and accompanied by his or her retained counsel.
 - f. By a record vote of at least a simple majority of those present after the hearing under this section, the City Council may determine that a Complainant filed a frivolous Complaint and may recommend sanctions against that Complainant.
 - g. Before imposing a sanction for filing a frivolous Complaint, the City Council shall consider the following factors:
 - i. The seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;
 - ii. The sanction necessary to deter future violations; and
 - iii. Any other matters that justice may require.
 - h. The City Council may impose the following sanctions:
 - i. A civil penalty of not more than \$500;
 - ii. Imposition of attorneys' fees incurred by Respondent;
 - iii. Any other sanction permitted by law; and/or
 - iv. The City Council may notify the appropriate regulatory or supervisory agency for their appropriate action. This may include a referral for criminal prosecution if the facts so warrant.
- (5) Review of Complaint
- a. Within seven (7) business days of receiving the Complaint from the City Secretary, the Reviewing Attorney shall issue a written advisory opinion, dismissing or referring the Complaint to the BOR:
 - i. Dismiss the Complaint if:
 - 1. The deadline for filing a Complaint has passed;
 - 2. The accused is not subject to the Code;
 - 3. The conduct alleged is not regulated under the Code;
 - 4. The Complaint is not completed as defined herein or signed and sworn to by the person filing the Complaint in the form of an affidavit; or

5. The person who is the subject of the Complaint had obtained a waiver permitting the conduct.
 - ii. Dismissal of a Complaint under this provision is final and non-appealable.
 - iii. If the Reviewing Attorney dismisses the Complaint, the Reviewing Attorney shall forward a copy of the dismissal to the Complainant, Respondent, City Council, and the Board on which the Respondent is a member, if applicable.
 - b. If the Reviewing Attorney does not dismiss the Complaint, as provided herein, the Reviewing Attorney shall refer the Complaint and the advisory opinion to the BOR for review under this provision. The Reviewing Attorney's referral of the Complaint and advisory opinion to the BOR does not mean that any of the allegations of the Complaint are true or false or that any current City Official has or has not violated the Code.
 - c. If the Complaint is referred to the BOR for review, the Reviewing Attorney shall also copy his or her advisory opinion to the Complainant, the City Manager, and the City Attorney within seven (7) business days of receipt of the Complaint. For Complaints not dismissed by the Reviewing Attorney, and subsequently referred to the BOR, the notice to the Respondent will include notice of the Respondent's option to file a written response to the advisory opinion with the City Secretary within seven (7) business days of receipt of the opinion from the Reviewing Attorney. The City Secretary will forward the Respondent's written response to the BOR with the Complaint and the Reviewing Attorney's advisory opinion.
- (6) Board of Review Process.
- a. The BOR shall meet within forty-five (45) days of receiving a referral of a Complaint from the Reviewing Attorney, unless extended by the City Council. The BOR will review the Complaint, the Reviewing Attorney's advisory opinion, the Respondent's response (if any), and applicable City policies, ordinances, and/or other related information (the "BOR Record").
 - b. The BOR may dismiss a Complaint as provided below or, if not dismissed, refer the Complaint to the City Council for consideration as outlined herein.
- (7) The BOR Review and City Council Review / Hearing
- a. The BOR may dismiss a Complaint if:
 - i. The alleged violation is a minor or de minimis violation;
 - ii. The Complaint *is*, on its *face*, frivolous, groundless, or brought for purposes of harassment;
 - iii. The matter has become moot because the Respondent is no longer an elected official or Administrative Board or Advisory Board member; or
 - iv. The Respondent came into voluntary compliance.
 - c. The determination regarding whether a complaint is frivolous and subject to sanctions will be addressed by the City Council as outlined in Section 8(G)(3) herein.
 - d. The BOR will conduct its review of a Complaint not dismissed pursuant to paragraph 3.a.i. of this section at meetings which are open to the public.
 - e. The rules shall require the dismissal and the reason for dismissal to be submitted by the BOR in writing and available to the public within forty-five (45) days of considering the Complaint under paragraph 4.b. above, unless extended by the City Council. A dismissal under this provision by the BOR is final and non-appealable.
 - f. If the BOR does not dismiss the Complaint, the BOR will refer the Complaint, BOR Record to the City Council within forty-five (45) business days of considering the Complaint, unless extended by the City Council.

(7) City Council Review / Hearing

- a. Not later than 15 business days after the BOR forwards a Complaint to the City Council for consideration, or 15 business days after the BOR's deadline to issue a decision, the City Secretary shall notify in writing the City Council, the Complainant and the Respondent of the date, time and location of a hearing on the Complaint. Such written notice shall be sent to the Complainant and the Respondent by email, mail, and/or certified mail, return receipt requested. If the hearing is not held within 45 business days after receipt of the Complaint, the City Secretary shall notify both the Complainant and the Respondent of the reasons for the delay.
- b. All hearings shall be conducted in accordance with the Texas Open Meetings Act, Tex. Government Code Chapter 551. The City Council shall have the right to hold the hearing in open or closed session as permitted by applicable laws and regulations. Additionally, the City Council shall establish time limits and other rules of procedure for a hearing and relating to the participation of any person in the hearing. Subject to the rules of procedure established by the City Council for the hearing:
 - i. Both the Complainant and the Respondent shall have the right to a full and complete hearing with the opportunity to call witnesses and present evidence on his/her behalf.
 - ii. All proceedings of the hearing shall be recorded by audio recording if a court reporter is not used, or reduced to writing by a court reporter if present for the hearing. If a court reporter is not used, the audio recording shall be filed with the City Secretary within such time as specified by the City Council. If a court reporter is used, the court reporter's transcript of the hearing shall be filed with the City Secretary within such time as is specified by the City Council.
 - iii. The procedures established by the City Council shall allow the Complainant and the Respondent sufficient time to examine and respond to any evidence not presented to them in advance of the hearing.
 - iv. The rules shall require the City Council to schedule the hearing at a time that is reasonably convenient to both the person who submitted the Complaint and the subject of the Complaint.
- g. The City Council shall consider the BOR Record, the Complaint, the Respondent's response (if any), and the advisory opinion of the Reviewing Attorney, and evidence submitted in the course of the hearing. The final action, decision, or vote of the council with regard to the Complaint shall be taken or made only in a meeting that is open to the public. The City Council shall base its finding of whether a violation occurred on a preponderance of the evidence. Only members of the City Council present for the hearing may participate in its decision.
- h. The City Council shall consider, when it makes findings and recommendations, the severity of offense; the presence or absence of any intention to conceal, deceive, or mislead; whether the violation was deliberate, negligent, or inadvertent; and whether the incident was isolated or part of a pattern.
- i. The City Council shall dismiss a Complaint if the Complainant does not appear at the hearing and if, in the opinion of the City Council, it would be unfair to the Respondent to proceed without the Respondent having the opportunity to question and address the issues raised in the Complaint.
- j. A City Council member may not participate in the Complaint review process and/or hearing if the member is the subject of the Complaint or is the Complainant, or if the Respondent or Complainant is related to the City Council member within a prohibited level of affinity or consanguinity.

- k. The decision of the City Council is final and non-appealable.

(H) Findings / Consequences

- (1) City Officials deemed to be in violation of the Code are subject to consequences, including but not limited to the following:
 - a. Censure - If the violation did not involve a matter of public concern and the City Council finds that a violation of this Code occurred, the City Council may issue a censure of the City Official, to the extent permitted by law.
 - b. Letter of Notification – The City Council may issue a letter of notification if the City Council finds that a violation of this Code was clearly unintentional. A letter of notification must advise the City Official of any steps to be taken to avoid future violations.
 - c. Letter of Admonition – The City Council may issue a letter of admonition if the City Council finds that a violation of this Code was minor, but where the circumstances call for a more substantial response than a letter of notification.
 - d. Reprimand – To the extent permitted by law, City Council may issue a reprimand if the City Council finds that a violation of this Code was not minor and was committed intentionally or through reckless disregard.
 - e. Removal from Leadership Position – In addition to, or in place of, the consequences outlined above, the City Council may remove a City Official from any leadership position held by that City Official as a member of the body in which the City Official serves.
 - f. Removal from Administrative Boards and Advisory Boards – In addition to, or in place of, the consequences outlined above, the City Council may remove an appointed City Official from Administrative Boards and Advisory Boards.

Section 9. Other Obligations

This Code is cumulative of, and supplemental to, applicable state and federal laws and regulations. Compliance with the provisions of this Code shall not excuse or relieve any person from any obligation imposed by state or federal law regarding conduct, financial reporting, lobbying activities, or any other issue addressed herein.

Even if a City Official is not prohibited from taking official action by this Code, action may be prohibited by duly promulgated personnel rules, which may be more stringent.

Section 10. Effective Date

This Code shall take effect on January, 11, 2022, following its adoption and publication as required by law (the “Effective Date”).

Section 11. Distribution and Training

- (A) Every person shall be provided reasonable opportunity to review this Code as a condition of their candidacy and/or application to be a City Official. At the time of application for a position of City Official, every applicant shall be furnished with a copy of this Code.
- (B) Individuals seated as City Officials on the Effective Date of this Ordinance shall be bound by it and shall sign a written acknowledgement of receipt and understanding of this Code within 30 days of the Effective Date. All City Officials elected, appointed or retained following the Effective Date of this Code shall sign a written acknowledgement of receipt and understanding of this Code before

- performing any of the duties or functions of the City Official's position.
- (C) The City Attorney or City Manager as designated by the City Council shall develop educational materials and conduct educational programs for the City Officials on the provisions of this Code, the City Charter, and Chapters 171 and 176 of the Texas Local Government Code. Such materials and programs shall be designed to maximize understanding of the obligations imposed by these conduct laws.

Section 12. Severability

If any provision of this Code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code which can be given effect without the invalid or unconstitutional provision or application.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 11th day of January, 2022.

Matthew Porter, Mayor

**ATTESTED AND
CORRECTLY RECORDED:**

Stephanie Storm

Date of publication in *The Wylie News* – January 19, 2022



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 November 30, 2021.

Recommendation

Motion to accept the Item as presented.

Discussion

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

Financial Summary/Strategic Goals

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 16.67%
GENERAL FUND REVENUE SUMMARY					
TAXES	35,752,468	1,706,233	2,193,253	6.13%	A
FRANCHISE FEES	2,896,800	44,919	44,919	1.55%	B
LICENSES AND PERMITS	1,079,430	146,916	300,247	27.82%	C
INTERGOVERNMENTAL REV.	2,128,034	147,006	151,496	7.12%	D
SERVICE FEES	4,008,588	304,132	317,085	7.91%	E
COURT FEES	248,950	27,992	58,439	23.47%	F
INTEREST INCOME	25,000	1,237	2,803	11.21%	
MISCELLANEOUS INCOME	177,500	38,510	39,015	21.98%	
OTHER FINANCING SOURCES	2,488,645	0	5,473,858	219.95%	G
REVENUES	48,805,415	2,416,945	8,581,114	17.58%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,432,653	NA	NA	NA	H
TOTAL REVENUES	50,238,068	2,416,945	8,581,114	17.08%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	97,257	12,703	14,912	15.33%	
CITY MANAGER	1,514,527	97,570	450,462	29.74%	I
CITY SECRETARY	386,976	31,825	58,000	14.99%	
CITY ATTORNEY	170,000	38,084	38,084	22.40%	
FINANCE	1,282,361	120,210	164,108	12.80%	
FACILITIES	981,013	68,861	84,037	8.57%	
MUNICIPAL COURT	553,517	43,115	64,502	11.65%	
HUMAN RESOURCES	677,753	76,611	108,837	16.06%	
PURCHASING	295,653	21,548	31,431	10.63%	
INFORMATION TECHNOLOGY	2,017,615	149,736	583,558	28.92%	J
POLICE	11,544,468	1,277,308	1,835,717	15.90%	
FIRE	11,314,796	1,169,490	1,800,175	15.91%	
EMERGENCY COMMUNICATIONS	1,986,310	396,136	463,583	23.34%	K
ANIMAL CONTROL	603,944	47,256	72,069	11.93%	
PLANNING	323,024	36,512	51,611	15.98%	
BUILDING INSPECTION	591,600	64,521	92,496	15.63%	
CODE ENFORCEMENT	259,057	26,685	37,367	14.42%	
STREETS	5,116,182	268,446	517,643	10.12%	
PARKS	2,871,985	219,611	326,781	11.38%	
LIBRARY	2,157,626	209,786	312,269	14.47%	
COMBINED SERVICES	12,156,474	106,040	6,721,782	55.29%	L
TOTAL EXPENDITURES	56,902,138	4,482,054	13,829,424	24.30%	
REVENUES OVER/(UNDER) EXPENDITURES	-6,664,070	-2,065,109	-5,248,310	-7.22%	
<p>A. Property Tax Collections for FY21-22 as of November 30, 2021 are 7.78%, in comparison to FY20-21 for the same time period of 6.52%. Sales tax is on a 2 month lag and has not been received yet.</p> <p>B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.</p> <p>C. Licenses and Permits: New Dwelling Permits are up 340% from November 2021 due to the new fee structure.</p> <p>D. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly.</p> <p>E. Service Fees: Trash fees are on a one month lag and only one month has been received. The remaining fees are from other seasonal fees.</p> <p>F. Court Fees are up 106% from November 2021 which is a continuation of the increasing trend in fines.</p> <p>G. Yearly transfer from Utility Fund and \$3 million from sale of 802 Kirby.</p> <p>H. Largest Carry Forward items: Department Software Solution \$220,870, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$615,000</p> <p>I. City Manager severance payment</p> <p>J. Annual maintenance agreements</p> <p>K. Joint Radio System annual fee of \$142k.</p> <p>L. \$6.2 million transfer to Community Investment Fund.</p>					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 16.67%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	25,091,934	2,248,861	2,308,815	9.20%	M
INTEREST INCOME	8,500	802	1,656	19.48%	
MISCELLANEOUS INCOME	70,000	1,295	2,590	3.70%	
OTHER FINANCING SOURCES	0	0	0	0.00%	
REVENUES	25,170,434	2,250,958	2,313,061	9.19%	
USE OF FUND BALANCE	0	NA	0	0	N
USE OF CARRY-FORWARD FUNDS	2,758,010	NA	NA	NA	
TOTAL REVENUES	27,928,444	NA	2,313,061	8.28%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	1,257,149	85,750	146,837	11.68%	O
UTILITIES - WATER	4,242,567	190,879	253,198	5.97%	
UTILITIES - SEWER	1,285,043	93,097	157,314	12.24%	
UTILITY BILLING	1,294,227	75,411	131,180	10.14%	
COMBINED SERVICES	15,945,637	1,003,424	5,140,196	32.24%	
TOTAL EXPENDITURES	24,024,623	1,448,561	5,828,725	24.26%	
REVENUES OVER/(UNDER) EXPENDITURES	3,903,821	802,398	-3,515,664	-15.98%	
M. Most Utility Fund Revenue is on a one month lag and only one month has been received. N. Largest Carry Forward items: Department Software Solutions \$150,300, Pump Station Backup Generators \$1.8M and FM 2514 Waterline Relocation Construction \$625,000. O. Annual transfer to the General Fund of \$2.4 million. Other expenses are payments to NTMWD for water minimum and sewer treatment.					



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 November 30, 2021.

Recommendation

Motion to accept the Item as presented.

Discussion

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

Financial Summary/Strategic Goals

City Of Wylie

2021-2022 Investment Report

November 30, 2021

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	\$15,402,003.62	MMA	0.0381%	Texpool	12/31/2006	NA
2	\$15,948,519.14	MMA	0.0102%	TexStar	3/15/2011	NA
	\$31,350,522.76					

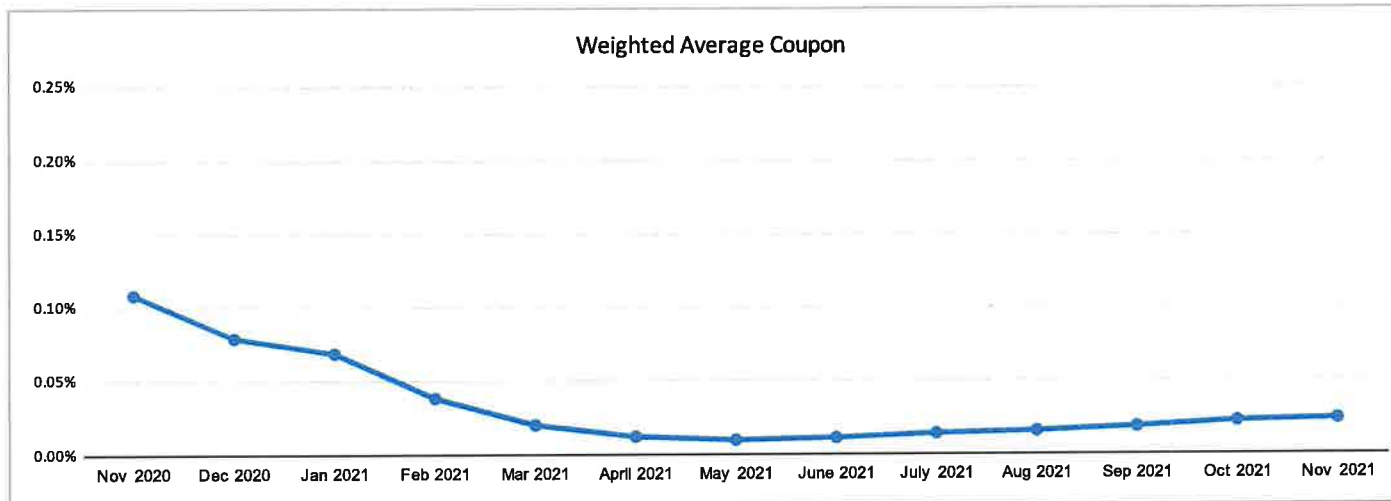
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

0.0239%
1.00

Money Markets:
Certificates of Deposits:

\$31,350,522.76
\$0.00
\$31,350,522.76



Melina Brand 12-17-21

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. 2022-02 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve Item as presented.

Discussion

A market salary adjustment was approved by council as part of the FY 2021-22 budget. The department detail is attached in Exhibit A, reallocating the budget dollars from Special Services to the various departments in Funds 100, 112 and 611.

	<u>Budget</u>	<u>Merit Based</u>	<u>Variance B/(W)</u>
General Fund	\$1,675,347	\$1,675,347	\$ 0
4B Fund	\$ 81,146	\$ 73,866	\$ 7,280
Utility Fund	\$ 104,543	\$ 123,889	\$(19,346)

Financial Summary/Strategic Goals

The General Fund market adjustments were under budget by approximately \$142,000. These funds have been allocated to Public Safety overtime to account for the increase in hourly rates that will stretch the original overtime budgets.

The 4B market adjustments were also under budget by \$7,280. These extra dollars will remain in the Special Services account budget.

The Utility Fund market adjustments were over budget by \$19,346 because some positions required more than a 5% increase to bring them to market level.

The overall effect of this amendment is to increase the Utility Fund by \$19,346, which will reduce the fund balance by the same amount. The General Fund and 4B Fund are budget neutral.

ORDINANCE NO. 2022-02

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

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

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

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

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

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

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

SECTION I: The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-02, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 11th day of January, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
Redistribution of Funds Set Aside for Market Adjustment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
					Market Based Increase
100	5112	51110	Salaries	12,436.81	
		51112	Salaries - Part Time	602.78	
		51310	TMRS	1,927.71	
		51440	FICA	808.45	
		51450	Medicare	189.07	
				15,964.82	
100	5113	51110	Salaries	15,472.24	
		51310	TMRS	2,398.20	
		51440	FICA	959.28	
		51450	Medicare	224.35	
				19,054.07	
100	5131	51110	Salaries	22,887.61	
		51310	TMRS	3,547.58	
		51440	FICA	1,419.03	
		51450	Medicare	331.87	
				28,186.09	
100	5132	51110	Salaries	9,415.38	
		51310	TMRS	1,459.38	
		51440	FICA	583.75	
		51450	Medicare	136.52	
				11,595.03	
100	5152	51110	Salaries	9,333.86	
		51310	TMRS	1,446.75	
		51440	FICA	578.70	
		51450	Medicare	135.34	
				11,494.65	
100	5153	51110	Salaries	15,678.96	
		51310	TMRS	2,430.24	
		51440	FICA	972.10	
		51450	Medicare	227.34	
				19,308.64	
100	5154	51110	Salaries	4,844.40	
		51310	TMRS	750.88	
		51440	FICA	300.35	
		51450	Medicare	70.24	
				5,965.87	
100	5155	51110	Salaries	35,327.18	
		51310	TMRS	5,475.71	
		51440	FICA	2,190.29	
		51450	Medicare	512.24	
				43,505.42	

Budget Amendment
Redistribution of Funds Set Aside for Market Adjustment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	5211	51110	Salaries	428,658.76	
		51112	Salaries - Part Time	13,258.18	
		51130	Overtime	79,352.54	
		51310	TMRS	78,762.73	
		51440	FICA	32,327.10	
		51450	Medicare	<u>7,560.37</u>	
				639,919.68	
100	5231	51110	Salaries	342,705.88	
		51130	Overtime	36,292.85	
		51135	FSLA Overtime	37,122.64	
		51310	TMRS	64,498.81	
		51440	FICA	25,799.52	
		51450	Medicare	<u>6,033.76</u>	
				512,453.46	
100	5241	51110	Salaries	129,796.76	
		51135	FSLA Overtime	16,932.75	
		51310	TMRS	22,743.07	
		51440	FICA	9,097.23	
		51450	Medicare	<u>2,127.58</u>	
				180,697.39	
100	5251	51110	Salaries	8,689.07	
		51112	Salaries - Part Time	580.74	
		51310	TMRS	1,346.81	
		51440	FICA	574.73	
		51450	Medicare	<u>134.41</u>	
				11,325.76	
100	5311	51110	Salaries	7,815.03	
		51310	TMRS	1,211.33	
		51440	FICA	484.53	
		51450	Medicare	<u>113.32</u>	
				9,624.21	
100	5312	51110	Salaries	13,787.50	
		51310	TMRS	2,137.06	
		51440	FICA	854.83	
		51450	Medicare	<u>199.92</u>	
				16,979.31	
100	5313	51110	Salaries	5,780.58	
		51310	TMRS	895.99	
		51440	FICA	358.40	
		51450	Medicare	<u>83.82</u>	
				7,118.79	
100	5411	51110	Salaries	43,447.90	
		51310	TMRS	6,734.42	
		51440	FICA	2,693.77	
		51450	Medicare	<u>629.99</u>	
				53,506.08	

Budget Amendment
Redistribution of Funds Set Aside for Market Adjustment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
100	5511	51110	Salaries	28,784.91	
		51112	Salaries - Part Time	302.40	
		51310	TMRS	4,461.66	
		51440	FICA	1,803.41	
		51450	Medicare	<u>421.77</u>	
				35,774.15	
100	5551	51110	Salaries	33,817.58	
		51112	Salaries - Part Time	10,429.39	
		51310	TMRS	5,241.72	
		51440	FICA	2,743.31	
		51450	Medicare	<u>641.58</u>	
				52,873.58	
100	5181	56040	Special Services		1,675,347.00
112	5612	51110	Salaries	1,957.02	
		51112	Salaries - Part Time	701.66	
		51310	TMRS	303.34	
		51440	FICA	164.84	
		51450	Medicare	<u>38.55</u>	
				3,165.41	
112	5613	51110	Salaries	6,511.40	
		51112	Salaries - Part Time	8,386.73	
		51310	TMRS	1,009.27	
		51440	FICA	923.68	
		51450	Medicare	<u>216.02</u>	
				17,047.10	
112	5614	51110	Salaries	6,393.24	
		51310	TMRS	990.95	
		51440	FICA	396.38	
		51450	Medicare	<u>92.70</u>	
				7,873.27	
112	5625	51110	Salaries	17,305.76	
		51112	Salaries - Part Time	22,729.17	
		51310	TMRS	2,682.39	
		51440	FICA	2,482.17	
		51450	Medicare	<u>580.51</u>	
				45,780.00	
112	5000	56040	Special Services		73,865.78

Budget Amendment
Redistribution of Funds Set Aside for Market Adjustment

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
611	5711	51110	Salaries	17,376.16	
		51310	TMRS	2,693.30	
		51440	FICA	1,077.32	
		51450	Medicare	<u>251.95</u>	
				21,398.73	
611	5712	51110	Salaries	35,587.46	
		51310	TMRS	5,516.06	
		51440	FICA	2,206.42	
		51450	Medicare	<u>516.02</u>	
				43,825.96	
611	5714	51110	Salaries	25,964.83	
		51310	TMRS	4,024.55	
		51440	FICA	1,609.82	
		51450	Medicare	<u>376.49</u>	
				31,975.69	
611	5715	51110	Salaries	21,672.03	
		51310	TMRS	3,359.16	
		51440	FICA	1,343.67	
		51450	Medicare	<u>314.24</u>	
				26,689.10	
611	5719	56040	Special Services		123,889.48
				BUDGET	Market Adjustment
TOTAL GENERAL FUND				1,675,347	1,675,347
TOTAL 4B FUND				81,146	73,866
TOTAL UTILITY FUND				104,543	123,889
					Variance B/(W)
					-
					7,280
					(19,346)



Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:** See Exhibit A
Prepared By: Melissa Beard

Subject

Consider, and act upon, Ordinance No. 2022-03 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Recommendation

Motion to approve Item as presented.

Discussion

The first part of this budget amendment is for the emergency repairs to one of our wastewater lift station pumps. The expenditure to repair the pump was \$30,015.40. The pump had to be rebuilt due to mechanical and electrical internal components failure. This was an unforeseen emergency repair.

The second part of this budget amendment is to account for the \$31,840.82 insurance recovery related to the Newport Harbor Pump Station damage incurred during a high winds storm. The insurance recovery will be recognized into revenue and allocated to cover some of the expense to repair the water ground storage tank, the gate entrance and the fence perimeter at Newport Harbor Pump Station.

Financial Summary/Strategic Goals

The overall effect of this amendment is to increase the Utility Fund budget by \$30,015.40 which will reduce the fund balance by the same amount. The Newport Harbor Pump Station repairs will be budget neutral.

ORDINANCE NO. 2022-03**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-43, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2021-2022; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

SECTION I: The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-03, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 11th day of January, 2022.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
Public Works Repairs

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
611	5714	54410	Utility Plant - Sewer	30,015.40	
611	4000	49600	Insurance Recoveries		31,840.82
611	5712	54310	Utility Plant - Water	31,840.82	
				<u>61,856.22</u>	<u>31,840.82</u>



Wylie City Council

AGENDA REPORT

Department: Police

Prepared By: Anthony Henderson

Account Code: _____

Subject

Consider, and act upon, an Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the cities of Farmersville, Murphy, Parker, Lavon, and Josephine, and authorizing the Interim City Manager to execute any necessary documents.

Recommendation

Motion to approve Item as presented.

Discussion

The purpose of this Agreement is to establish an agreement with the cities of Farmersville, Murphy, Parker, Lavon, and Josephine for the City of Wylie Jail to provide jail services. Agencies will be able to bring all detainees to the Wylie Jail.

Staff is requesting Council approve the Interlocal Cooperation Agreement for Jail Services with the following surrounding agencies: Farmersville, Murphy, Parker, Lavon, and Josephine. The ILA will outline compensation for service rendered to these agencies by the Wylie Jail.

Financial Summary/Strategic Goals

Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

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

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

Section 1: Definitions

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

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

Section 2: Term**2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

2.02 Termination

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

Section 3: Jail Fees**3.01**

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

3.02

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

3.03

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

Section 4: Jail Services

4.01

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

4.02

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

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

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

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

4.04

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

Section 5: Medical and Transport Services

5.01

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

5.02

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

5.03

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

5.04

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

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

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

5.05

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

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

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

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

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

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

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

Section 8: Controlling Law; Venue

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

Section 9: Contingency Plan

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

Section 10: Notices

10.01: Notice

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

if to Wylie:

_____, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

Benjamin L. White, P.E., CMC, City Manager
City of Farmersville
205 S. Main St.
Farmersville, Texas 75442

with a copy to:

Chief Michael P. Sullivan
Farmersville Police Department
134 N. Washington St.
Farmersville, Texas 75442

Section 11: Captions

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

Section 12: Counterparts

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

Section 13: Obligations of Condition

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

Section 14: Exclusive Right to Enforce this Agreement

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

Section 15: Prior Agreements Superseded

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

Section 16: No Partnership or Agency

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

Section 17: Severability

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

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

City of Wylie, Texas

By: BWM
 Print Name: Bryon Wiebold
 City Manager
Mayor, City of Farmersville
 Agency:

Date: 12/14/21

By: _____

Date: _____

Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

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

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

Section 1: Definitions

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

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

Section 2: Term**2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

2.02 Termination

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

Section 3: Jail Fees**3.01**

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

3.02

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

3.03

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

Section 4: Jail Services

4.01

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

4.02

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

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

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

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

4.04

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

Section 5: Medical and Transport Services

5.01

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

5.02

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

5.03

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

5.04

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

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

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

5.05

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

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

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

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

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

With regard to the provision of a defense under this paragraph, the parties shall cooperate with one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

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

Section 8: Controlling Law; Venue

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

Section 9: Contingency Plan

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

Section 10: Notices

10.01: Notice

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

if to Wylie:

_____, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

Kim Dobbs, City Admin
City of Lavon
120 School Rd
Lavon, Texas 75166

with a copy to:

Chief Mike Jones
Lavon Police Department
120 School Rd
Lavon, Texas 75166

Section 11: Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this

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

Section 12: Counterparts

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

Section 13: Obligations of Condition

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

Section 14: Exclusive Right to Enforce this Agreement

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

Section 15: Prior Agreements Superseded

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

Section 16: No Partnership or Agency

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

Section 17: Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such

an event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

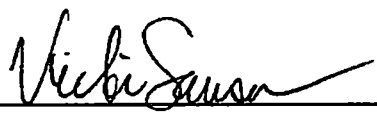
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective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

City of Wylie, Texas

By: _____
 Print Name: _____
 City Manager

Date: _____

Agency: City of Lavon

By: 
 Vicki Sanson, Mayor

Date: 12-8-2021



Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

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

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

Section 1: Definitions

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

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

Section 2: Term**2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

2.02 Termination

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

Section 3: Jail Fees**3.01**

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

3.02

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

3.03

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

Section 4: Jail Services

4.01

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

4.02

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

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

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

4.03

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

4.04

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

Section 5: Medical and Transport Services

5.01

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

5.02

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

5.03

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

5.04

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

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

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

5.05

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

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at

the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

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

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

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

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

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

Section 8: Controlling Law; Venue

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

Section 9: Contingency Plan

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

Section 10: Notices

10.01: Notice

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


if to Wylie:

_____, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

 City Admin
City of Josephine

with a copy to:

Chief 
Josephine Police Department

201 South Main St.
Josephine, Texas 75173

201 South Main St.
Josephine, Texas 75173

Section 11: Captions

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

Section 12: Counterparts

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

Section 13: Obligations of Condition

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

Section 14: Exclusive Right to Enforce this Agreement

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

Section 15: Prior Agreements Superseded

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

Section 16: No Partnership or Agency

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

Section 17: Severability

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

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

City of Wylie, Texas

By: _____
 Print Name: _____
 City Manager

Date: _____

Agency:

By:  _____

Date: 11-11-2021

RESOLUTION NO. 2021-689
(An Amended Wylie Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
 PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL
 SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND CITY
 OF WYLIE.**

WHEREAS, the City of Parker is authorized by state law to execute an amended Interlocal Agreement (ILA) for Jail Services with the City of Wylie; and

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its residents and their property; and

WHEREAS, Wylie Police Department is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such services; and

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to enter into an amended agreement with the City of Wylie for Police Jail Services in substantially the form attached hereto.

SECTION 2. This resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 7th day of December, 2021.

CITY OF PARKER, TEXAS



Lee Pettie
 Lee Pettie, Mayor

ATTEST:

Patti Scott Grey
 Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott Levine
 Scott Levine, Interim City Attorney

RESOLUTION NO. 20201-689
(An Amended Wylie Jail Services Agreement)

Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

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

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

Section 1: Definitions

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

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

Section 2: Term

2.01 Term

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term.

2.02 Termination

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

Section 3: Jail Fees

3.01

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

3.02

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

3.03

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

Section 4: Jail Services

4.01

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

4.02

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

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

- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

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

4.04

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

Section 5: Medical and Transport Services

5.01

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

5.02

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

5.03

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

5.04

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

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

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

5.05

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

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to the Agency.

Section 6: Civil Liability

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

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

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

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

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

Section 8: Controlling Law; Venue

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

Section 9: Contingency Plan

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

Section 10: Notices

10.01: Notice

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

if to Wylie:

_____, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

Lee Pettie, Mayor
City of Parker
5700 E. Parker Rd.
Parker, Texas 75002

with a copy to:

Chief Richard Brooks
Parker Police Department
5700 E. Parker Rd.
Parker, Texas 75002

Section 11: Captions

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

Section 12: Counterparts

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

Section 13: Obligations of Condition

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

Section 14: Exclusive Right to Enforce this Agreement

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

Section 15: Prior Agreements Superseded

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

Section 16: No Partnership or Agency

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

Section 17: Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the

law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

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

City of Wylie, Texas

By: _____
Print Name: _____
City Manager

Date: _____

Agency:

By: Lee Pettie
Print Name: Lee Pettie, Mayor

Date: 12-14-21

First Amendment to Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement dated February 10, 2021, which is incorporated herein by reference for all purposes ("Original Agreement") and together with this First Amendment, the "Agreement", wherein Agency contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Murphy Police Department.
2. The parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

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

Section 1: Amendment to Original Agreement, Section 2.01 (Term)

Section 2.01 (Term) of the Original Agreement is hereby amended to read as follows:

"2.01 Term

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The term of this Agreement shall be extended for successive terms of one (1) year each on the same terms and conditions provided that a party has not provided to the other party a written notice of non-extension, which is ineffective unless received by the other party at least thirty (30) days before the end of the then-current term."

Section 2: Defined Terms

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

Section 3: Ratification

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

Section 4: Controlling Agreement

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

Section 5: Entire Agreement/First Amendment

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

Section 6: Authority to Execute

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

Section 7: Counterparts

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

[Signature page follows.]

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

City of Wylie, Texas

By: Brent Parke
Print Name: Brent Parke
City Manager

Date: 11/16/21

Agency: City of Murphy, Texas

By: Mike Castro
Print Name: Mike Castro
Title: City Manager

Date: November 10, 2021



Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Tabled from 12-14-21

Remove from table and consider

Consider, and act upon, Ordinance No. 2021-55 of the City of Wylie, Texas, amending Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and Parking) of Section 110-173 (Stopping, Standing, or Parking prohibited in certain places) of the Wylie Code of Ordinances; creating Section 110-173 (g) prohibiting the stopping, standing, or parking of a vehicle along the north side of Cloudcroft Dr. from S. Ballard Ave. east to the west property line of 115 Cloudcroft (approximately 582 feet) and the south side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Vail Ln. (approximately 560 feet) and on both sides of Stoneybrook Dr. from S. Ballard Ave. west to the point of intersection with Willow Way (approximately 360 feet) during those times set forth in this ordinance; establishing an offense; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Recommendation

Motion to approve Item as presented.

Discussion

Based on discussion with Council, the proposed Ordinance establishes no parking along portions of Cloudcroft Dr. within the Southplace Estates subdivision and Stoneybrook Dr. within the Westwind Meadows subdivision between the hours of 6:30a - 8:30a and 2:30p-4:30p Monday thru Friday when school is in session. This amendment replaces the previously discussed item requiring permit parking throughout the subdivision.

Summary of Ordinance:

- Exception for persons who reside in the designated areas.
- North side of Cloudcroft Dr. from S. Ballard Ave. east to the west property line of 115 Cloudcroft (approximately 582 feet)
- South side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Vail Ln. (approximately 560 feet)
- Both sides of Stoneybrook Dr. from S. Ballard Ave. west to the point of intersection with Willow Way (approximately 360 feet)

Maps depicting the subject area are included for display purposes only.

Financial Summary/Strategic Goals

Infrastructure

ORDINANCE NO. 2021-55

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING CHAPTER 110 (TRAFFIC AND VEHICLES) OF ARTICLE VI. (STOPPING, STANDING, AND PARKING) OF SECTION 110-173 (STOPPING, STANDING, OR PARKING PROHIBITED IN CERTAIN PLACES) OF THE WYLIE CODE OF ORDINANCES; CREATING SECTION 110-173 (g) PROHIBITING THE STOPPING, STANDING, OR PARKING OF A VEHICLE ALONG THE NORTH SIDE OF CLOUDCROFT DR. FROM S. BALLARD AVE. EAST TO THE WEST PROPERTY LINE OF 115 CLOUDCROFT (APPROXIMATELY 582 FEET) AND THE SOUTH SIDE OF CLOUDCROFT DR. FROM S. BALLARD AVE. EAST TO THE POINT OF INTERSECTION WITH VAIL LN. (APPROXIMATELY 560 FEET) AND ON BOTH SIDES OF STONEYBROOK DR. FROM S. BALLARD AVE. WEST TO THE POINT OF INTERSECTION WITH WILLOW WAY (APPROXIMATELY 360 FEET) DURING THOSE TIMES SET FORTH IN THIS ORDINANCE; ESTABLISHING AN OFFENSE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it is in the best interest of the City of Wylie, Texas (“Wylie”) to prohibit the stopping, standing, or parking of a vehicle along the north side of Cloudcroft Dr. from S. Ballard Ave. east to the west property line of 115 Cloudcroft (approximately 582 feet), and on the south side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Vail Ln. (approximately 560 feet), and on both sides of Stoneybrook Dr. from S. Ballard Ave. west to the point of intersection with Willow Way (approximately 360 feet) (the “Designated Area”); and

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

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

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

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

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

SECTION 2: Amendment to Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and Parking) of Section 110-173 (Stopping, Standing, or Parking Prohibited in Certain Places) of the Wylie Code of Ordinances. Chapter 110 (Traffic and Vehicles) of Article VI. (Stopping, Standing, and

Parking) of Section 110-173 (Stopping, Standing, or Parking Prohibited in Certain Places) of the Wylie Code of Ordinances, is hereby amended to read as follows:

“...

(g) Except for persons who reside in the following designated areas, there shall be no student drop off or pick up between the hours of 6:30a - 8:30a and 2:30p - 4:30p Monday thru Friday when school is in session:

- (1) North side of Cloudcroft Dr. from S. Ballard Ave. east to the west property line of 115 Cloudcroft (approximately 582 feet).
- (2) South side of Cloudcroft Dr. from S. Ballard Ave. east to the point of intersection with Vail Ln. (approximately 560 feet).
- (3) Both sides of Stoneybrook Dr. from S. Ballard Ave. west to the point of intersection with Willow Way (approximately 360 feet).

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 11th day of January, 2022.

Matthew Porter, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – January 19, 2022

EXHIBIT A



EXHIBIT B





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Tabled from 12-14-2021

Remove from table and consider

Hold a Public Hearing to consider, and act upon, a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through service on 1.03 acres, property generally located at the northwest corner of State Highway 78 and Birmingham Street. (ZC 2021-23)

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Wylie EDC and Wylie Industrial Court LTD

APPLICANT: Patrick Filson

At the December 14, 2021 City Council meeting the applicant requested a Special Use Permit (SUP) for a drive-thru restaurant on 1.03 acres generally located at the northwest corner of State Highway 78 and Birmingham Street. After some discussion regarding the proposal, the applicant requested, and Council granted, the item be tabled so the proposal could be amended to address some Council concerns. The amendments are outlined below:

- The maximum size of the structure has been reduced from 11,100 square feet to 10,000 square feet.
- Total maximum restaurant space was reduced from 7,800 square feet to 4,800 square feet.
- Restaurant size was further designated as drive-thru, without drive-thru, and without drive-thru (limited seating). Limited seating is usage designated for generally carry-out restaurants such as pizza, smoothies, or sandwiches.
- The zoning exhibit was amended to reduce parking on the curve on Industrial Court.
- Total parking was reduced from 57 to 55.
- On-street parking was reduced from 19 to 15.
- 25 spaces were increased to a minimum 10'x20', the zoning ordinance standard.
- Parking was amended to be per use by the zoning ordinance and not at a fixed 1:250 ratio.

The Zoning Ordinance requires all restaurants with drive-throughs to obtain a Special Use Permit.

The proposal includes a new 11,100 square foot structure to include a maximum 1,800 square feet dedicated to the drive-thru restaurant on the southwest end of the structure. The SUP conditions allow for up to 6,000 of the remaining square feet to be a restaurant use (without drive thru). The remaining square footage is proposed to include unspecified uses that would be allowed by right.

The proposed SUP conditions and the zoning exhibit include several exceptions to typical Zoning Ordinance and Design Manual standards:

- SUP conditions allow for parking at one space per 250 square feet of structure while allowing for potentially 7,800 square feet of restaurant space which the zoning ordinance requires to be parked at 1:125.
- Required parking is a minimum of 80 spaces; the zoning exhibit provides 38 on-site parking spaces. Proposed off-site, on-street parking provides 19 spaces for a possible total of 57 parking spaces.
- Off-site parking includes utilizing public ROW.
- Off-site parking requires backing into the public ROW.
- On-site parking spaces are 9'x18'; off-site 9'x20'.
- One-way drive aisles are 14' instead of 20'.

Elevations were not provided and are not included in the SUP conditions or Zoning Exhibit.

The surrounding properties are zoned Commercial Corridor and have existing commercial uses such as general office, daycare, bank, general retail, and restaurants. There are currently 10 other drive-thru restaurants within ¼ mile, all occupied. The site is located in the General Urban Sector of the land use map and the proposed use is consistent with the existing surrounding development and land use classification of the comprehensive plan.

Approval of this SUP shall require an amendment to the City Code of Ordinances, Chapter 110, Article VI, Section 110.173(a)(10)(i) that prohibits parking on the south side of Industrial.

The property currently consists of multiple lots. Review and approval of a separate site plan, landscape plan, elevations, and plat shall be required should this Special Use Permit be approved.

Notifications/Responses: 12 notifications were mailed; with no responses returned in favor or in opposition to the request.

P&Z Commission Discussion

After some discussion regarding the limited parking and the request for off-site parking using the public ROW, the Commission voted 5-2 to recommend approval, with the dissenting Commissioners siting the off-site parking's, safety concerns backing into the ROW, and general size of the structure relative to the size of the property.

Financial Summary/Strategic Goals

Planning Management

Locator Map

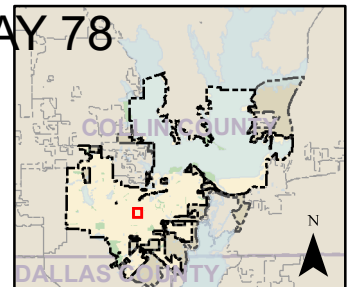


ZC 2021-23; Victory at Wylie; 240 S STATE HIGHWAY 78



Subject Property

0 125 250 500 750 1,000 Feet



Victory at Wylie

EXHIBIT "B"

Conditions For Special Use Permit

I. PURPOSE:

The purpose of this Special Use Permit (SUP) is to allow for the development of a commercial site to include one structure with a restaurant with drive-in or drive-through service use and provide for certain variances to regular zoning ordinance requirements.

II. GENERAL CONDITIONS:

1. The site shall be developed and uses allowed shall be in accordance with Commercial Corridor (CC) design standards, as provided in Article 4, and 5 of the City of Wylie Zoning Ordinance as adopted April 2021, except as specifically provided herein.
2. This Special Use Permit shall not affect any other regulations within the City of Wylie Zoning Ordinance as adopted April 2021, except as specifically provided herein.
3. The design of the Victory Wylie development shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. A restaurant with drive-thru shall be allowed as a condition of the SUP and as generally depicted on the zoning exhibit.
2. The maximum size of the structure shall be 10,000 square feet. Restaurant uses shall be limited in size as follows:

Restaurant Type	Maximum size
Restaurant with drive-thru	1,800 square feet maximum

Restaurant without drive-thru (full-seating)	2,100 square feet maximum
Restaurant without drive-thru (limited-seating)*	1,500 square foot maximum
All Restaurant uses**	4,800 square foot maximum

**limited seating is a maximum of one seat per 150 square feet of floor area*

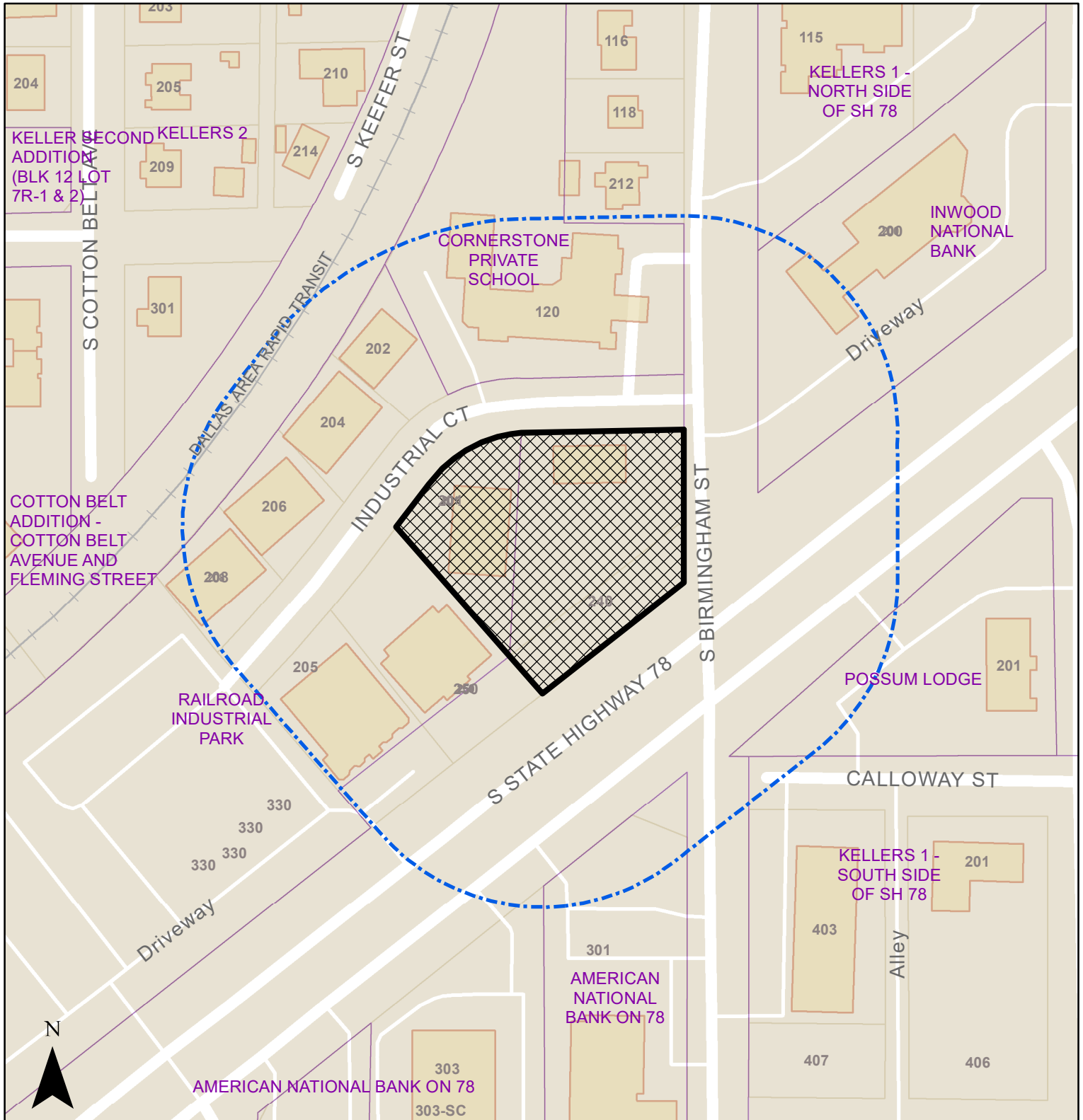
*** Total maximum is less than each allowed use maximum in order to facilitate minimum parking requirements.*

3. Parking for 'limited-seating restaurants' shall be one space per 150 square feet. Parking shall be allowed along and into the Industrial Court right-of-way as depicted on the zoning exhibit. Parking spaces shall be a minimum of 9'x18' onsite and 9'x20 along Industrial Court. Angled parking shall be allowed in two-way drive aisles.
4. The landscape buffer along State Highway 78 and Birmingham street frontages shall be a minimum of 10'. Neither a tree preservation survey nor tree mitigation shall be required for development of the site.





Notification Map



ZC 2021-23; Victory at Wylie; 240 S STATE HIGHWAY 78

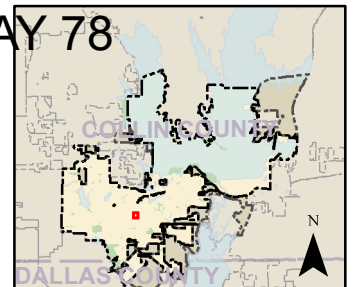


200 Foot Notification Buffer



Subject Property

0 62.5 125 250 375 500 Feet





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing to consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through on 0.832 acres, property located at 2812 W FM 544 (ZC 2021-24).

Recommendation

Motion to table item.

Discussion

Request to table

P&Z Commission Discussion

Due to a member absent and a 3-3 tie vote for a recommendation to City Council, and in accordance with the P&Z Commission rules and procedures, the Commission is requesting Council table the item until after the P&Z Commission can reconsider the item at the January 18, 2022 P&Z Commission meeting.

The Commissioner generally discussed the safety and accessibility of the proposed addition of a drive-thru to the site. Changes to the zoning exhibit to address the dissenting Commissioners concerns are under staff review, will be presented to the P&Z Commission at the next P&Z meeting, and are not contained herein. This report contains the documents as originally presented to the P&Z Commission.

OWNER: Barid Rentals

ENGINEER: Franz Architects

The applicant is requesting a Special Use Permit (SUP) on 0.832 acres generally located at 2812 W FM 544. The Zoning Ordinance requires all restaurants with drive-throughs to obtain a Special Use Permit.

The original site was developed for a restaurant without a drive-through service (Soulman's and Kickin'-Q). The property owner has requested for the drive-through service allowance for marketing purposes as the previous restaurant closed. The applicant has not provided, nor do the SUP conditions stipulate an ultimate end user.

Changes made from the existing site layout include removing 13 existing parking spaces for the addition of a drive through lane. A remainder of 26 parking spaces with two ADA accessible are provided onsite. The site will use the existing access that connects to FM 544. The landscaped area exceeds 20% and contains an existing landscape buffer with sidewalks along the street frontage.

As presented the project is in compliance with the 140' drive-through stacking requirement; however, there are traffic flow concerns as any overflow in the drive-thru would spill out into the main front drive aisle that serves three other connected properties, and consist of one drive-through restaurant, a nail salon, a dentistry, and a medical clinic with a drive-through.

The structure is proposed to retain the exterior that consists of existing materials of stone, stone banding, and EIFS. Canopies are also provided at the drive-through window and at the main entrances. As part of the Special Use Permit Conditions, the Zoning Exhibit shall function as the review and approval of the site plan.

Notifications/Responses: 12 notifications were mailed; with one response received in opposition and none in favor of the request.

Financial Summary/Strategic Goals

Planning Management

Locator Map

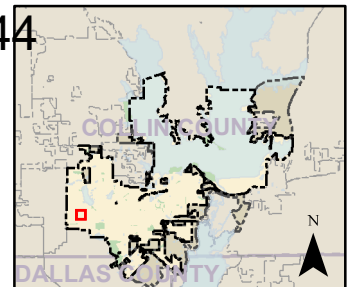


ZC 2021-24; Freddy's Lot 2R1, Blk B; 2812 W FM 544



Subject Property

0 120 240 480 720 960 Feet



Freddy's Lot 2R1, Blk B**EXHIBIT "B"****Conditions For Special Use Permit****I. PURPOSE:**

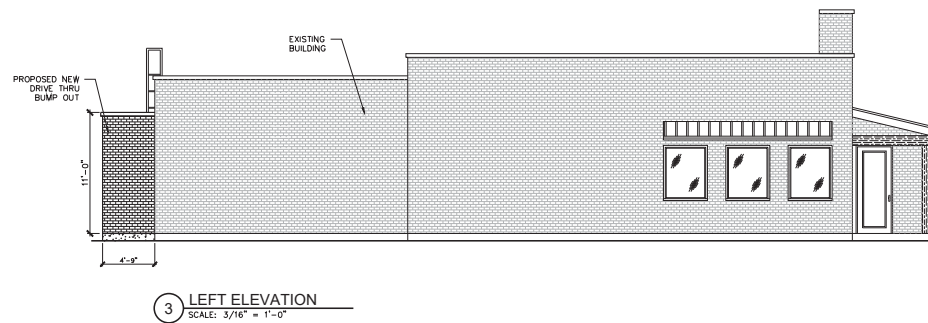
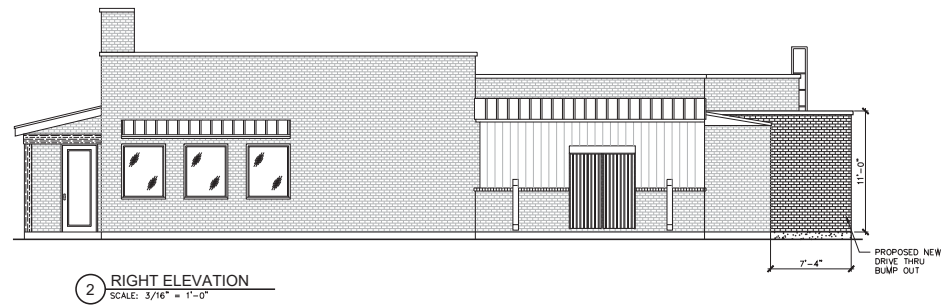
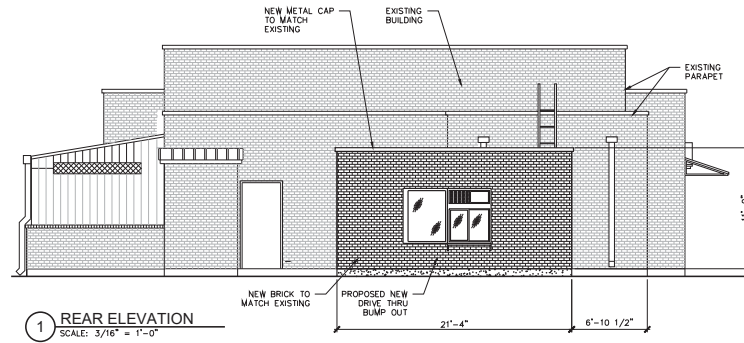
The purpose of this Special Use Permit is to allow for a restaurant with drive-in or drive-through service use.

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The design and development of the Freddy's Lot 2R1, Block B development shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. The Zoning Exhibit (Exhibit C) shall serve as the amended Site Plan for the Development. Approval of the SUP shall act as site plan approval.

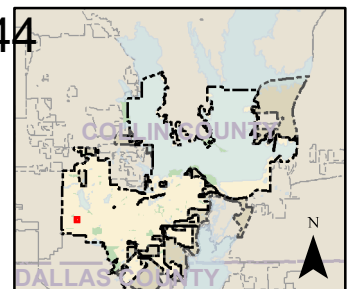
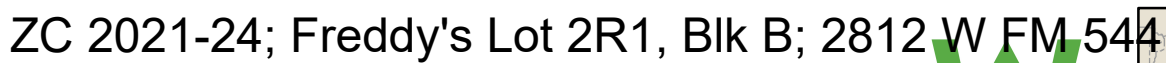


DRIVE THRU ADDITION
2812 FM 544
WYLIE, TX 75098

Revisions:

File Name:	2/26/21
Project No:	21261
Date:	10/11/2021
Drawn By:	RA
Checked By:	TI

SHEET
A2.0
EXTERIOR ELEVATIONS




PUBLIC COMMENT FORM

(Please type or use black ink)

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

undecided about a drive thru

 I am ~~FOR~~ the requested zoning as explained on the attached public notice for Zoning Case #2021-24.

I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-24.

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, December 21, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of
City Council meeting:

Tuesday, January 11, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name:

Susan McClure
(please print)

Address:

McClure Partners
P.O. Box 2935 Wylie, TX 75098

Signature:

Susan McClure

Date:

11-30-2021

COMMENTS:

My Company Barbee Development Company owns the building at 2810 FM 544. This building has 2 tenants, Wylie Dentistry and Posh Nail Salon and they of course will benefit from having a replacement restaurant in the former Kicking Q BBQ space because this will increase exposure. So, I am all for back filling with another food service concept.

HOWEVER, I don't see how a drive thru will work because of the left turn lane from the median in 544 into the project. Picture: The car turning left from the median, will be turning head on into the car who just received their food from the drive thru service window and that car will be moving forward straight for the car trying to enter the project. This will create huge traffic problems within the project and very likely, major traffic accidents on FM544.



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing to consider, and act upon, a change of zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP), to allow for the installation of an updated communications tower, property located at 200 Regency Drive. (ZC 2021-25)

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Farmers Electric Cooperative

APPLICANT: Raymond Electric Cooperative

The applicant is requesting a Special Use Permit (SUP) for an existing Electric Substation Use on 2.946 located at 200 Regency Drive to install a 120' tall communications tower on the site. The site was originally constructed in 2000-2001, is zoned Light Industrial, and is currently legally non-conforming due to the lack of a SUP as required for an Electric Substation Use.

The Zoning Ordinance requires an expansion of a non-conforming use, in this case the expansion is the proposed installation of a 120' tall communications tower, to become legally conforming, which approval of this SUP would accomplish.

The proposal includes SUP conditions for the aforementioned upgrade to the communication tower, landscaping to be maintained at the current level, no required on-site parking, and the access drive will be improved to city standards. The current communications tower is approximately 60' tall (see exhibit). The proposed upgraded tower is 120' tall and will allow for enhanced power grid control and site security (see zoning exhibit).

Staff discussed with the applicant the concreting of the drive near Springwell and Regency (see Exhibit) and the installation of screening along Springwell adjacent to the ongoing residential development. Additional screening from the residential development to the west across Springwell was declined by the applicant due to the costs involved, an existing drainage easement, and the 20-year old substation being in place before the residential development, which is still under construction. Concreting the access drive was ultimately included in the zoning exhibit and SUP Conditions at the request of the P&Z Commission.

The surrounding properties the north, east, and south zoned Light Industrial. The properties to the west across Springwell are residential including a City park.

Disapproval of the SUP allows the substation to continue operations under the current conditions. Additionally, the substation owners and operators can continue to repair or replace equipment as needed.

A replat that combines the two lots the substation sits on was approved in November 2021.

Notifications/Responses: 17 notifications were mailed; with zero responses returned in favor or in opposition to the request.

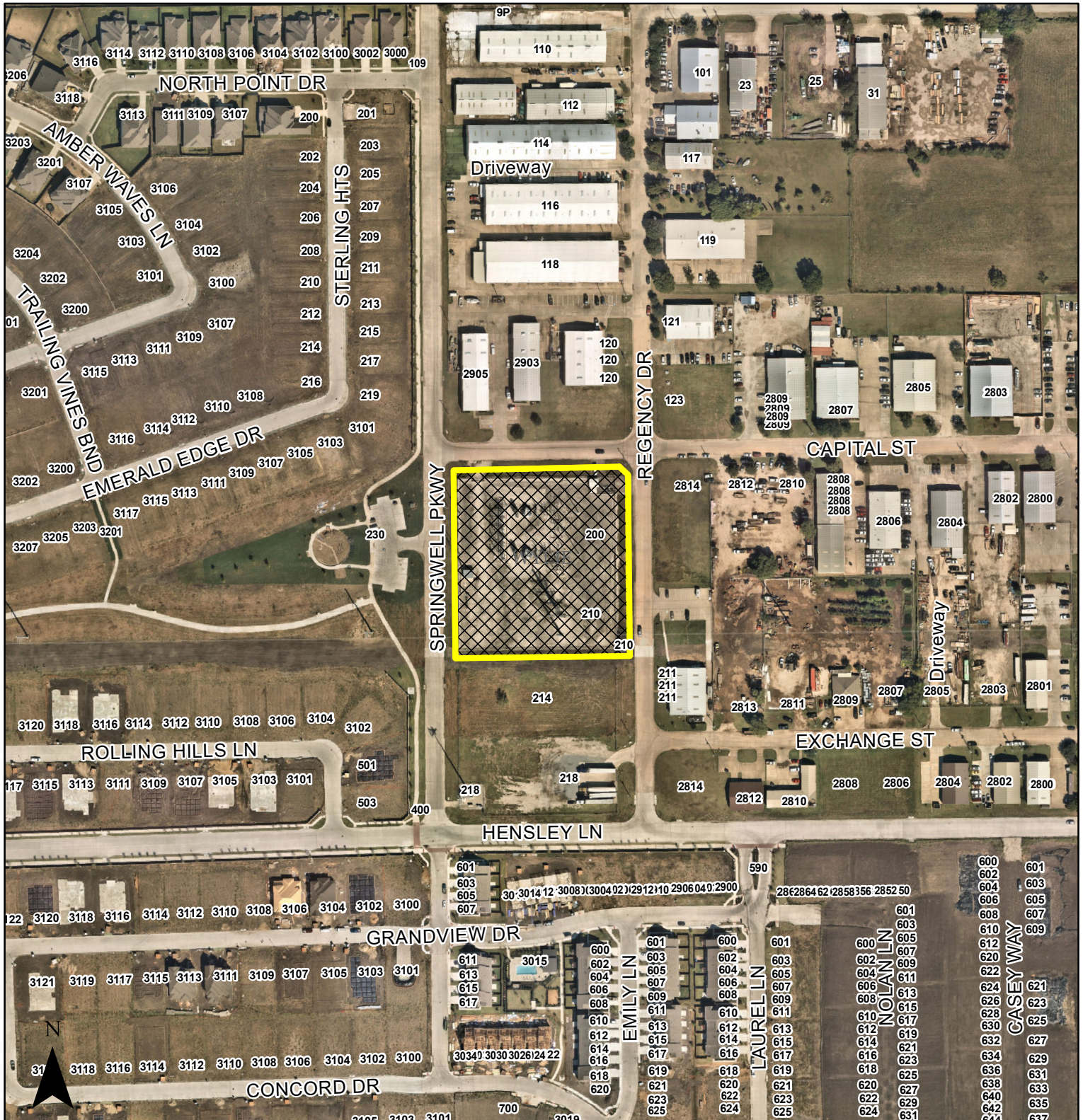
P&Z Commission Discussion

After some discussion regarding improving the access drive and the landscaping around the area the Commission voted 6-0 to recommend approval with the condition that the access drive be improved in conjunction with the installation of the new communications tower.

Financial Summary/Strategic Goals

Planning Management.

Locator Map



ZC 2021-25; Regency Business Park Substation Addition; 200 Regency



Subject Property

0 125 250 500 750 1,000 Feet

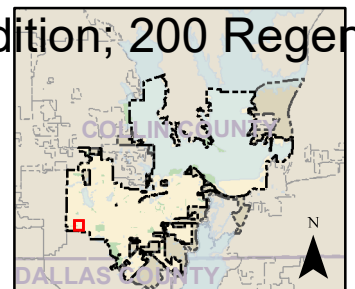
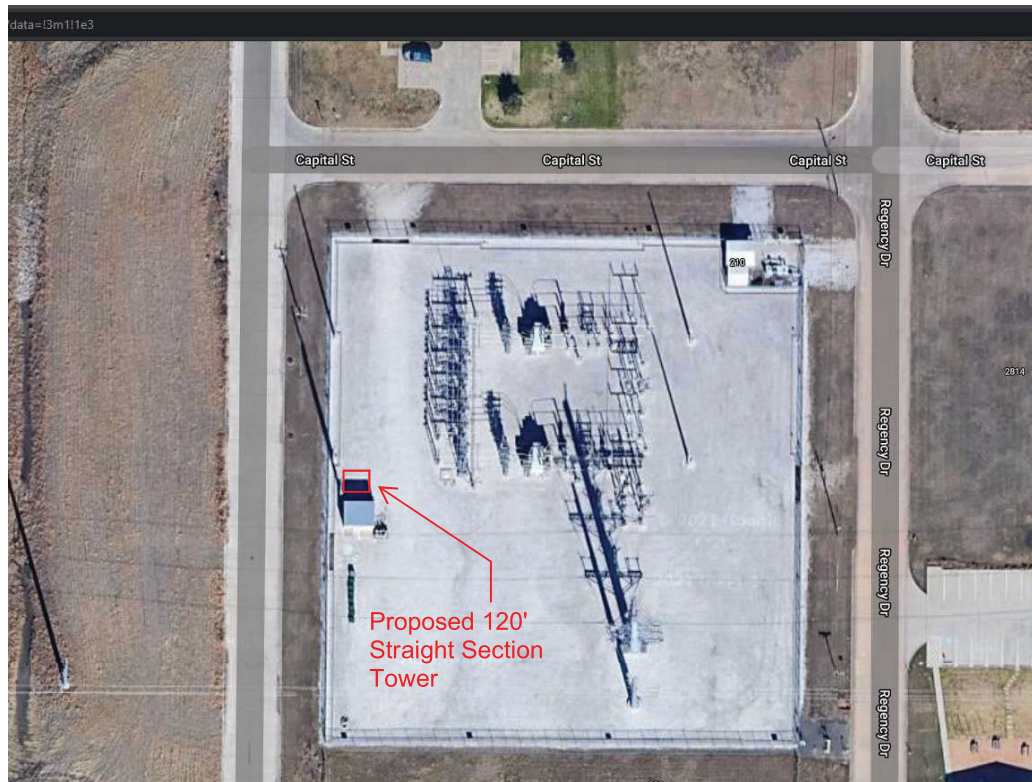


EXHIBIT B
SPECIAL USE PERMIT ZONING PROVISIONS

- I. Statement of Purpose: The purpose of this Special Use Permit is to allow for the continued development and operation of an Electric Substation.

- II. General Regulations:
 - A. All regulations of the Wylie Development Code (as of April 2021) shall apply, except as otherwise specified by this Ordinance.
 - B. Site Plan: The site development shall be as reflected in the Zoning Exhibit (Exhibit C). Approval of this SUP shall constitute approval of a site plan.

- III. Specific Regulations:
 - A. The site plan includes a proposed replacement of an existing communication tower with an updated 120' version which shall be allowed by right.
 - B. The access drive on the northwest corner of the property, as generally depicted in the zoning exhibit, shall be improved with concrete, per City of Wylie design standards, from the street to the current fence line. This improvement shall be completed before or in conjunction with the construction of the new communications tower.
 - C. Due to the nature of the existing substation use, Section 4.3.E of the Zoning Ordinance shall not apply. Required landscaping shall be generally as currently exists, being a minimum five feet non-irrigated greenspace buffer outside of perimeter site fencing totalling a minimum of 5% of the site.
 - D. There shall not be any required parking as allowed by Section 5.G.1 of the Zoning Ordinance.



Scope of Work

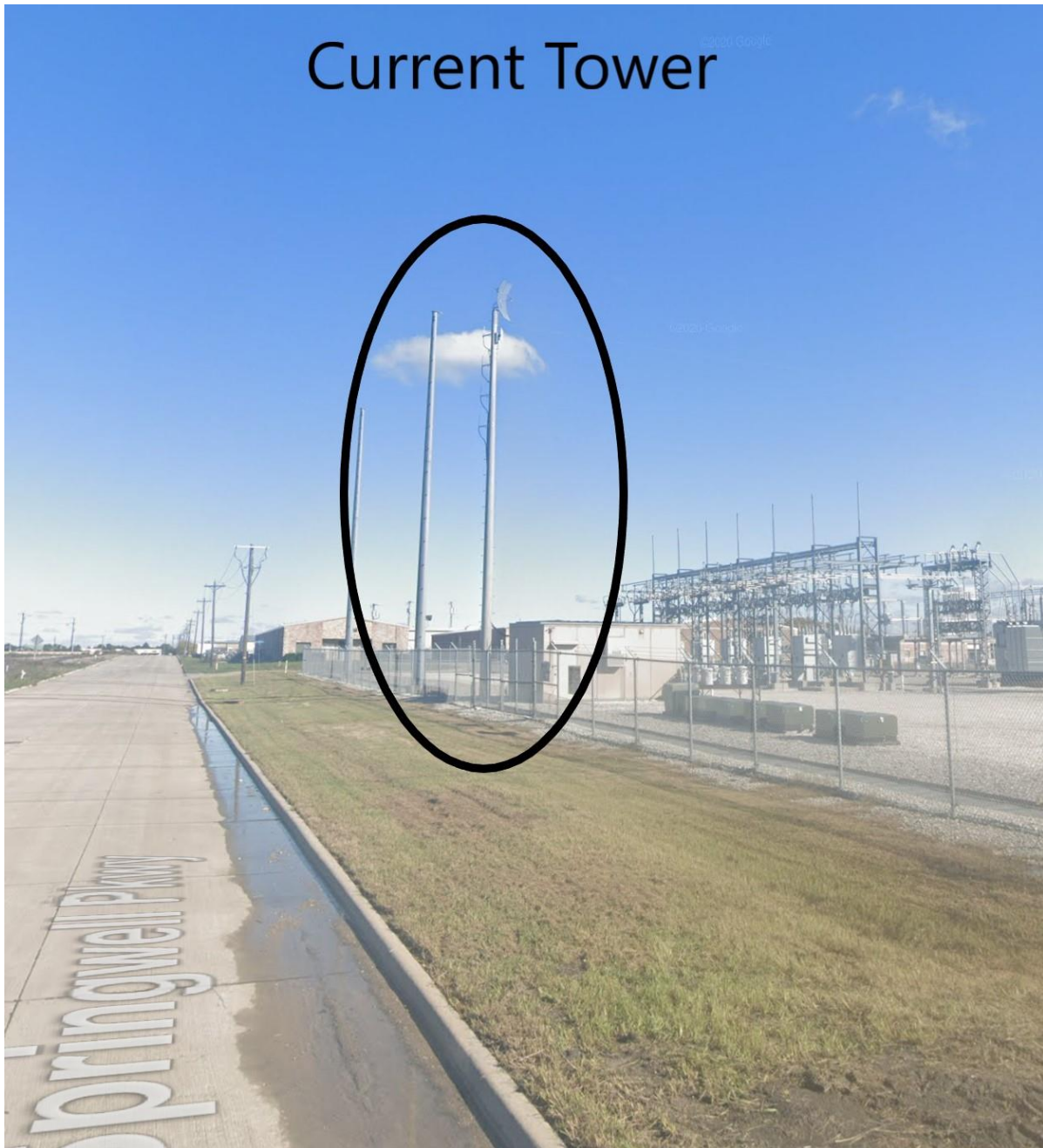
Farmer's Electric Cooperative (FEC) is seeking approval to replace the existing concrete pole located next to the substation control house with a 120' straight section tower. The upgrades will allow for better control of the electrical grid and enhanced security monitoring of the premises.

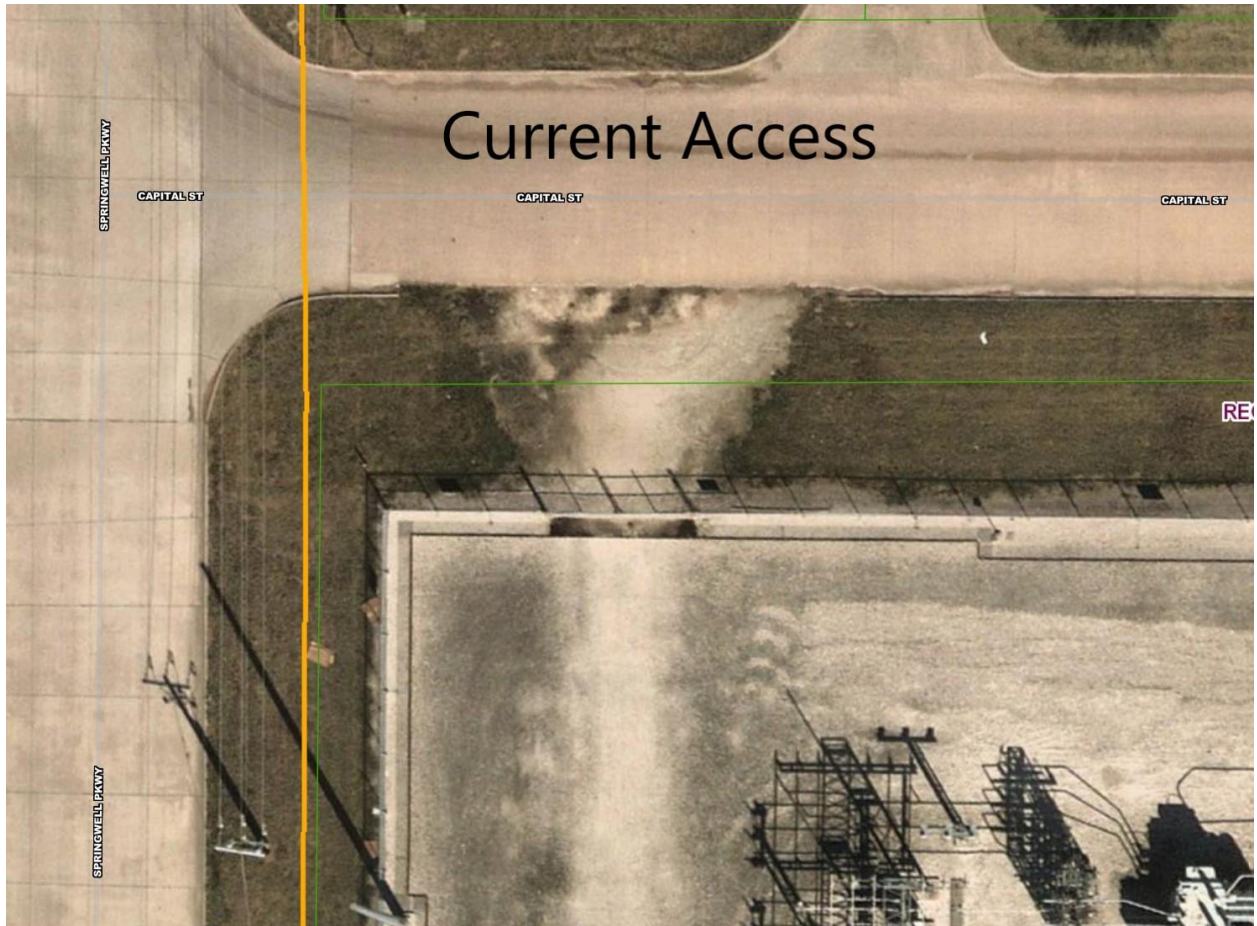
If approved the new tower will be installed and the existing concrete pole used for communications will be removed at the conclusion of the project.

Sample picture of tower design from another substation

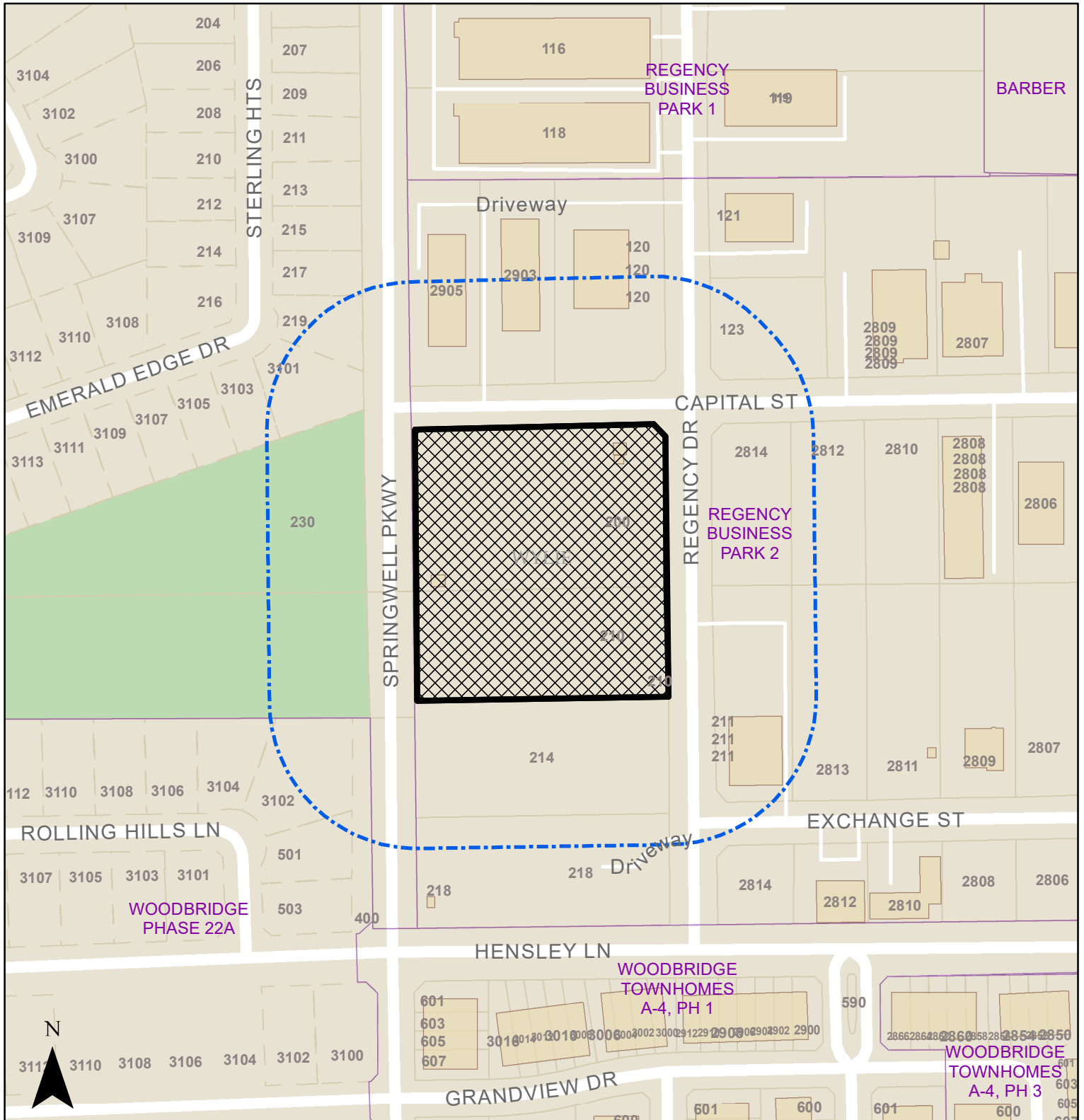


Current Tower





Notification Map



ZC 2021-25; Regency Business Park Substation Addition; 200 Regency

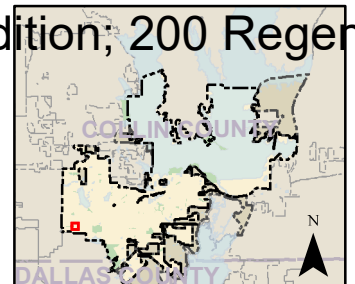


200 Foot Notifcation Buffer



Subject Property

0 90 180 360 540 720 Feet





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Hold a Public Hearing to consider, and act upon, a change of zoning from Planned Development (PD) to Planned Development - Multi-Family (PD-MF), to allow for an affordable age-restricted multi-family development, property generally located adjacent and southwest of 2300 FM 544. (ZC 2021-26)

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Episcopal Church of Dallas

APPLICANT: Roers Development

Based on City Council guidance during a July 2021 work session and a resolution recognizing Roer's intent to apply for affordable housing tax credits passed in September 2021, the applicant is requesting a Planned Development for an affordable age-restricted multi-family development on 15.88 acres located adjacent to 2300 FM 544 (Wylie Medical Center).

The site is currently zoned as PD 2012-03 which allows for a variety of uses including a medical center and hotels. The requested PD removes the subject property from PD 2012-03 and creates a new Planned Development that limits allowed uses to Age-Restricted Multi-Family and related accessory uses.

The proposal includes a maximum of 200 units at a density of no more than 13 units per acre. This is down from approximately 205 units in the original work session proposal due to fire code restrictions. The units include studio, one bedroom, and two-bedroom apartments at 530, 710, and 1,000 square feet, respectively and are parked at 1.25 parking spaces per unit. The PD Conditions also allow a maximum building height of 55' which the Fire Department has reviewed and approved.

The proposal includes amenities such as a walking trail, outdoor pool area, and a dog park as shown in the zoning exhibit.

The surrounding properties are occupied by a medical center, hotels, and light industrial uses. The property is separated from Wylie High School to the west by a flood plain. To the north, across FM 544 is vacant Commercially zoned property owned by the City. The use is in line with the land use of the Comprehensive Plan.

A replat and site plan will be required should zoning be approved.

Notifications/Responses: Nine notifications were mailed; with no responses returned in favor or in opposition to the request.

P&Z Commission Discussion

After some discussion regarding the nature of Section 42 housing, the size of the apartments, and the limits imposed by age-restrictions, the Commission voted 6-0 to recommend approval.


Financial Summary/Strategic Goals

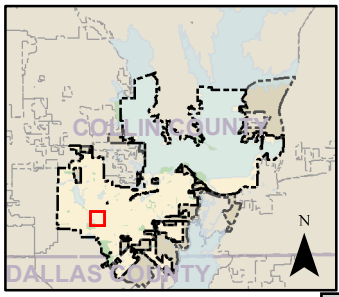
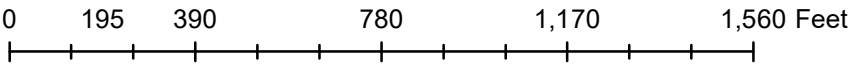
Planning Management

Locator Map



ZC 2021-26; Wylie Senior Living Apartments

 Subject Property



Wylie Senior Living Apartments

EXHIBIT "B"

Conditions For Planned Development 2021-26

I. PURPOSE:

The purpose of this Planned Development is to allow for an affordable age restricted senior living apartment development.

II. GENERAL CONDITIONS:

1. These Planned Development Conditions shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The design and development of the Wylie Senior Living Apartments shall take place in general accordance with the Zoning Exhibit (Exhibit C). The approval of a corresponding plat and site plan shall be required before the commencement of development.
3. The project will be developed under IRS Section 42 4% Low Income Housing Tax Credit Program and shall be subject to all applicable rules and regulations as they currently exist or may be amended.

III. SPECIAL CONDITIONS:

1. Section 3.3.B of the City of Wylie Zoning Ordinance shall be amended as follows:

Planned Development - Multi-Family

- A. Purpose - The purpose of this Planned Development is to allow for an affordable age-restricted senior living apartment development. Affordable Age-Restricted Multi-family housing requires a head of household to be 55-years old or older.
- B. Permitted Uses - Allowed uses shall be limited to age-restricted multi-family, and reasonable accessory uses.
- C. Development Standards: Following are the yard, lot and space requirements for the PD, including density, height, lot and unit size.

Minimum lot size	15 acres
Minimum lot width	Generally, per zoning exhibit or 1000'
Minimum lot depth	Generally, per zoning exhibit or 750'
Minimum unit size (square feet)	Studio-560, One Bedroom-710, Two Bedroom-1000
Maximum density	13 units per gross acres
Building Separation	50'
Front Setback	40'
Side Setback	100'
Rear Setback	400'
Maximum height of main structure	55'

D. Additional Provisions: Refer to additional requirements in Article 7, General Development Regulations.

2. Section 5.1.B.7 Parking Requirements are amended to allow 1.25 parking spaces per dwelling unit.

LANDSCAPE PLAN - OVERALL



SENIOR LIVING - ROERS
WYLIE, TEXAS



0 10' 25' 50' 100'

October 15, 2021 3

BKV
GROUP

COURTYARD 1 / POOL DECK ENLARGEMENT



SENIOR LIVING - ROERS
WYLIE, TEXAS

DESIGN OBJECTIVES

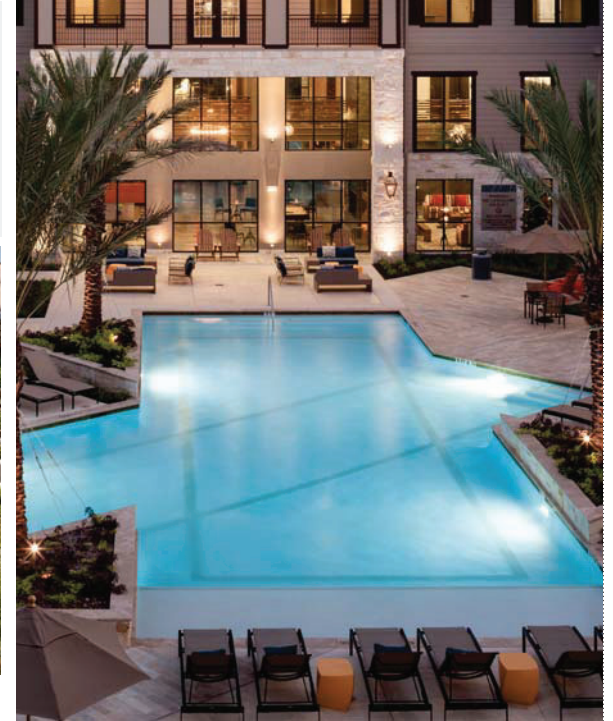
- SEAMLESS INDOOR OUTDOOR
- SOPHISTICATED YET CASUAL
- WOW VIEWS!
- OUTDOOR ROOMS
- FLEXIBILITY & CHOICE



AMENITY PROGRAM

- 1 POOL
- 2 CABANAS
- 3 FEATURE PLANTING
- 4 COLLABORATION ZONE
- 5 OUTDOOR KITCHEN/ SHADE
- 6 FIRE LOUNGE
- 7 FLEX DECK / GROUP FITNESS
- 8 CONNECTING WALK

INSPIRATION IMAGERY



October 15, 2021

4

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LANDSCAPE REFERENCE IMAGERY



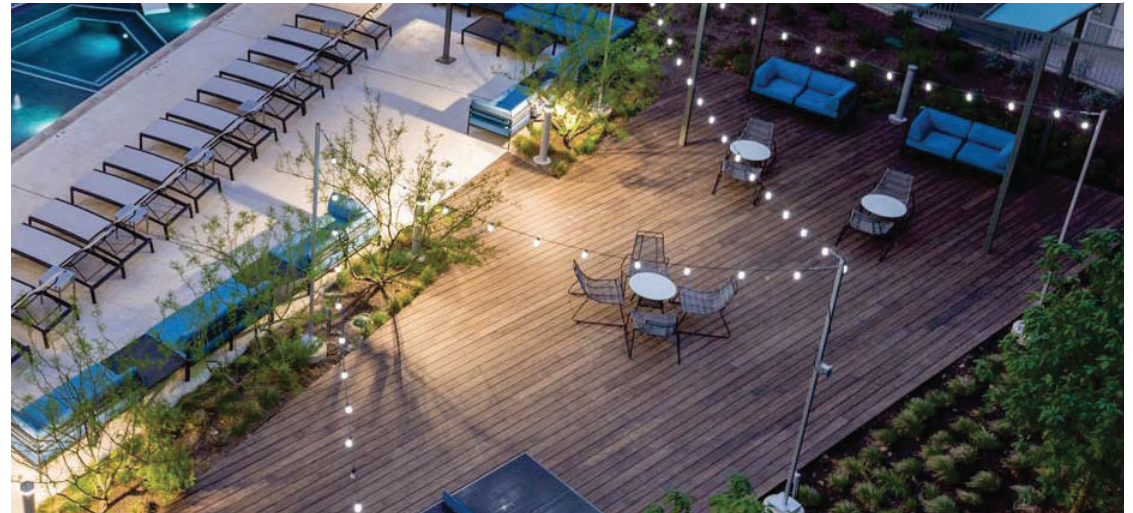
① LIFTED EDGE POOL/ACCESSIBILITY



② SHADE STRUCTURE DEFINE OUTDOOR ROOMS



③ ACCENT MOVEABLE FURNITURE TO BRIGHTEN AND EXCITE



④ WOOD DECK EDGE FOR DINING, LOUNGE, SEATING, GATHERING

SENIOR LIVING - ROERS
WYLIE, TEXAS

October 15, 2021

5

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LANDSCAPE REFERENCE IMAGERY



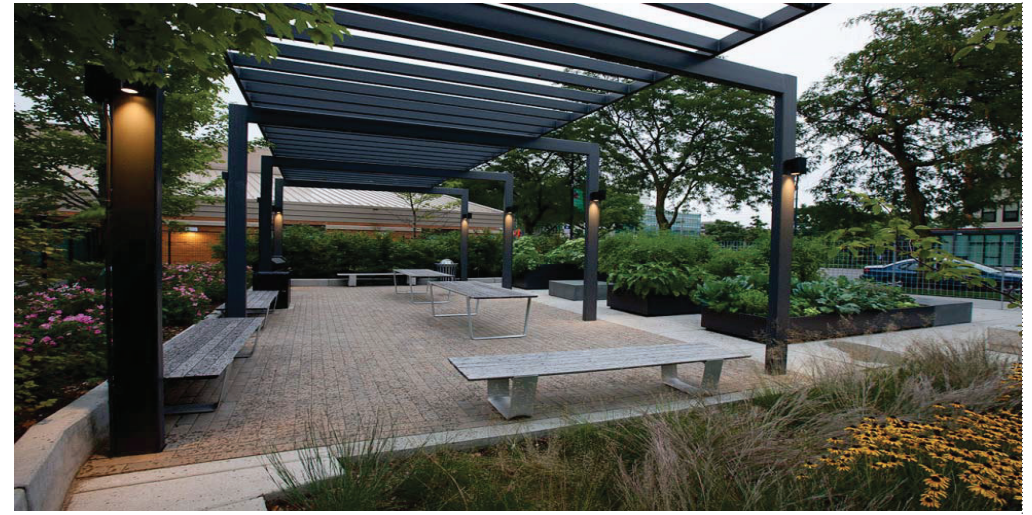
1 FLEXIBLE POOL DECK



2 DURABLE / CONTEMPORARY LOUNGE CHAIRS



3 INDOOR OUTDOOR CONNECTIONS PHYSICAL AND VISUAL



4 OUTDOOR COLLABORATION ZONE

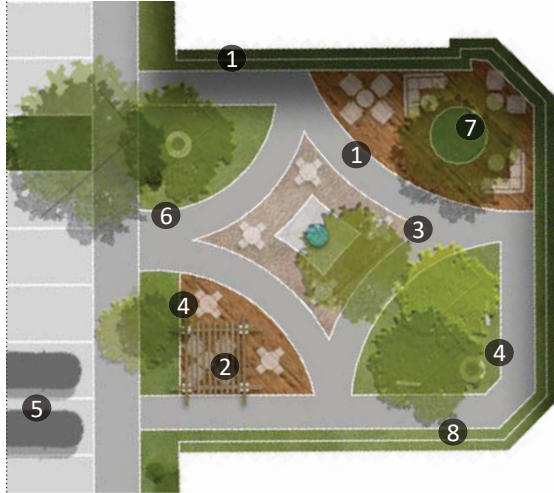
SENIOR LIVING - ROERS
WYLIE, TEXAS

October 15, 2021

1

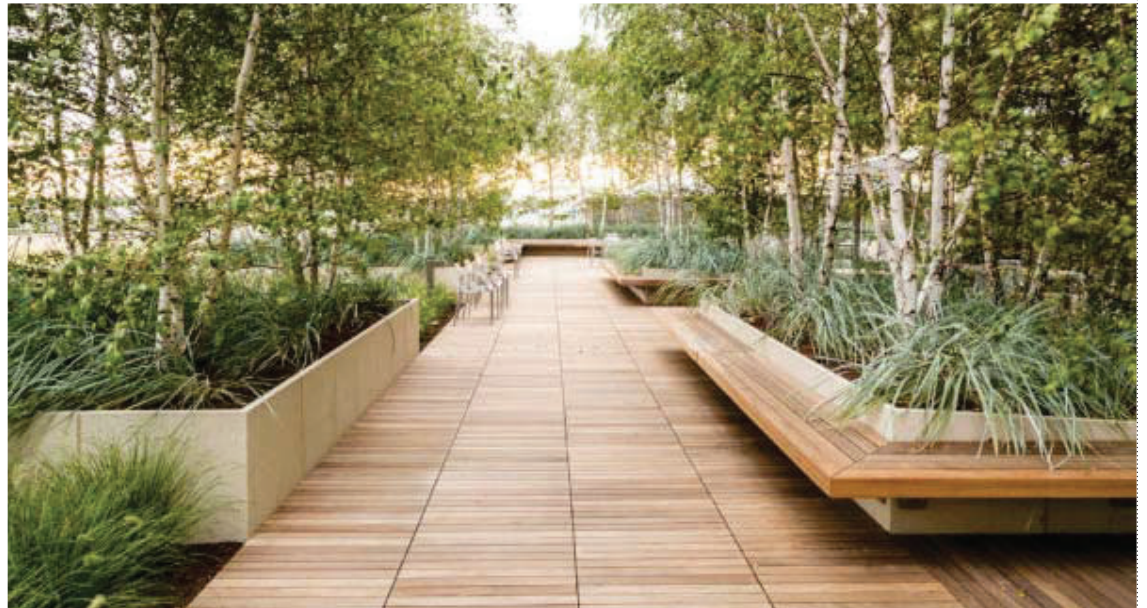
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COURTYARD 2 / TRANQUIL SPACE



COURTYARD ENLARGEMENT

- ① ELEVATED BOARDWALK
- ② BIOSWALE/ RAINGARDEN
- ③ OUTDOOR COLLABORATION
- ④ DECK, SHADED SEATING DECK
- ⑤ BIKE PARKING
- ⑥ SPECIMEN TREE
- ⑦ LUSH NATIVE PLANTING
- ⑧ QUIET SMALL GATHERING SPACE

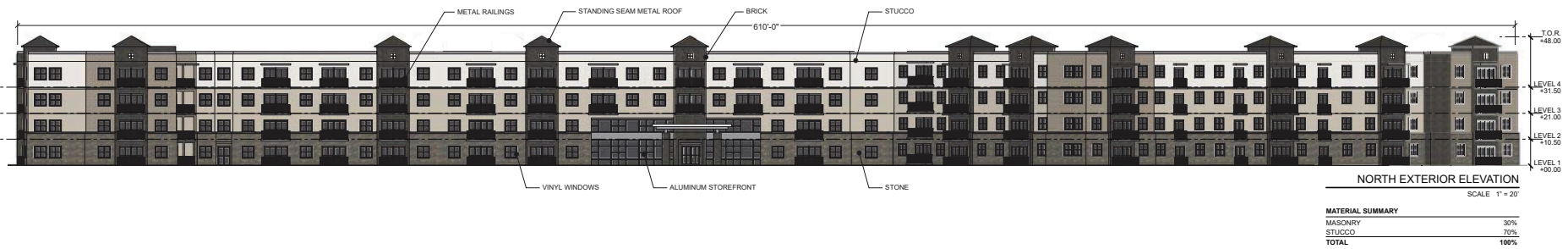
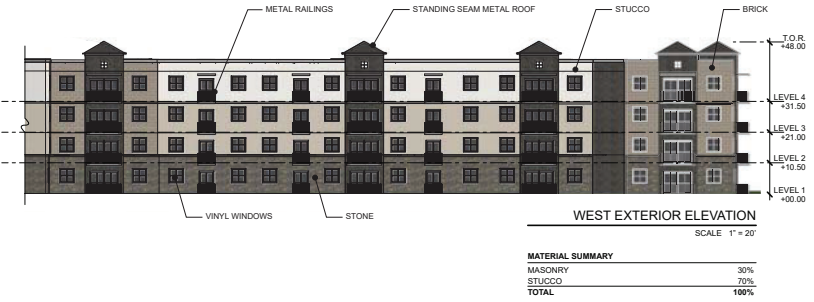
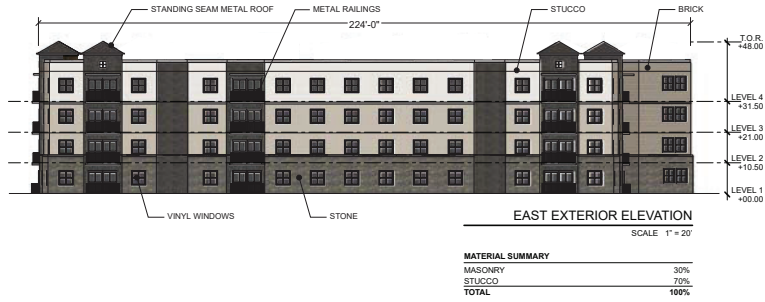


SENIOR LIVING - ROERS
WYLIE, TEXAS

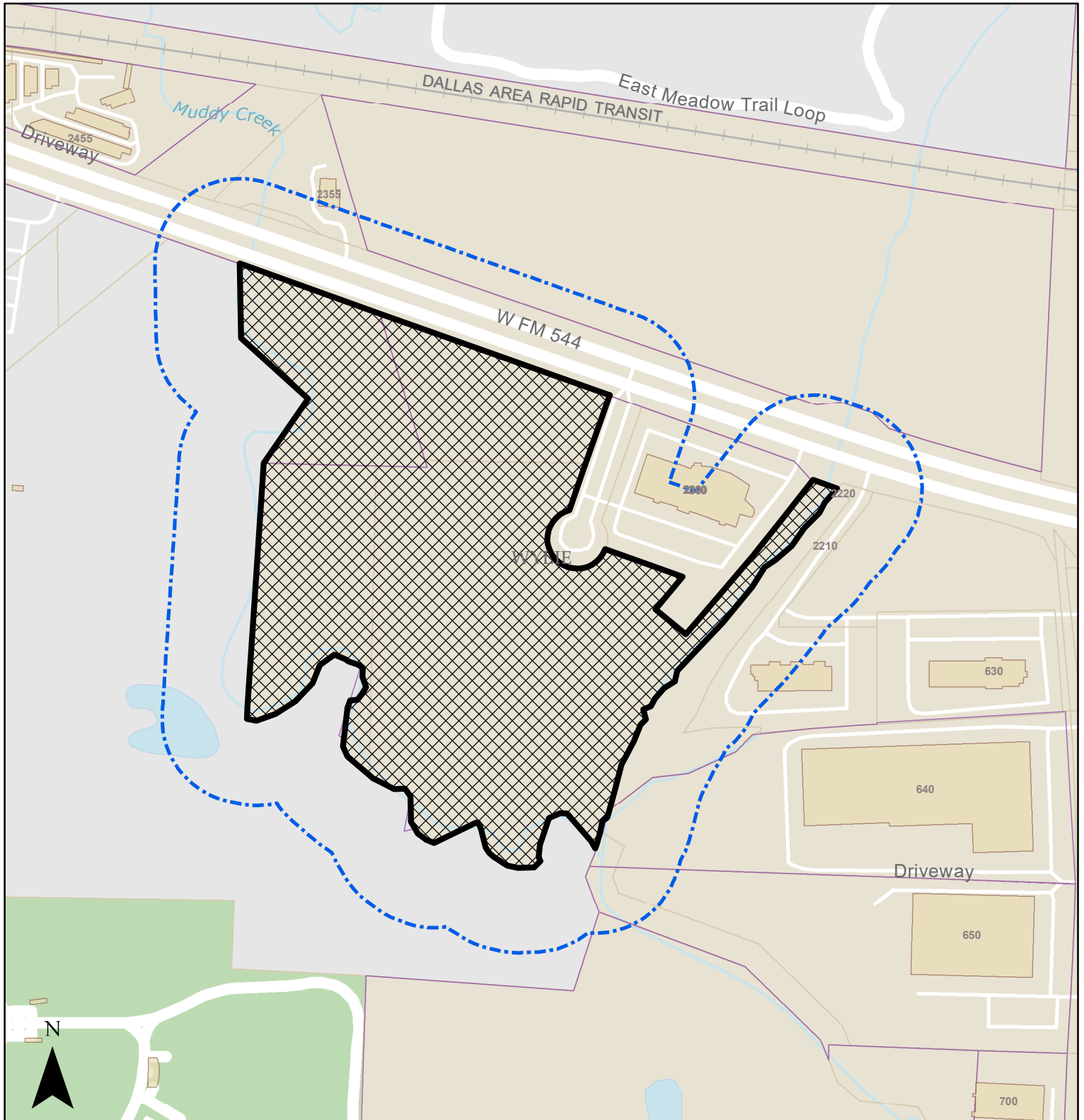
October 15, 2021

2



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GROUP



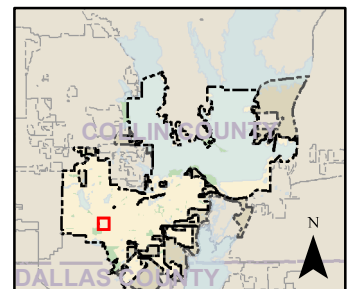
Notification Map



ZC 2021-26; Wylie Senior Living Apartments

 200 Foot Notification Buffer  Subject Property

0 155 310 620 930 1,240 Feet





Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2022-01(R) casting a vote for a candidate to the Board of Directors of the Dallas Central Appraisal District for a two-year term beginning January 1, 2022.

Recommendation

Motion to approve Resolution No. 2022-01(R) casting a vote for _____ as a candidate to the Board of Directors of the Dallas Central Appraisal District for a two-year term beginning January 1, 2022.

Discussion

The City of Wylie has one vote that they may cast for a candidate to the Board of Directors of the Dallas Central Appraisal District for a two-year term beginning January 1, 2022.

The Dallas Central Appraisal District has a five-member Board of Directors and in the case of the representative from suburban cities, the nominations were compiled into a ballot which was sent to each suburban city in November and one vote could be cast by each city for the nominee of their choice. The votes required for appointment of the Board of Directors as prescribed by the Texas Property Code, in Subsections d and e, shall be by a majority of those authorized to vote in Subsections d and e, respectively, and not by a majority of the quorum. There was not one candidate that received 16 votes (majority of the 30 eligible votes); therefore, a runoff election is necessary. The two candidates are Michael Hurtt and Brett Franks.

Council is asked to adopt a resolution casting its vote for a candidate for the Board of Directors of the Dallas Central Appraisal District.

Financial Summary/Strategic Goals

Community Focused Government

RESOLUTION NO. 2022-01(R)**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.**

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

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

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

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

- ☐ **Michael Hurtt**
☐ **Brett Franks**

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

DULY PASSED AND APPROVED, by the City Council of the City of Wylie, Texas on this 11th day of January 2022.

 Matthew Porter, Mayor

ATTEST:

 Stephanie Storm, City Secretary



Dallas Central Appraisal District

RUNOFF ELECTION NOTICE

DATE: December 22, 2021

TO: Mayors of Dallas County Suburban Cities

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

RE: Results of 2021 Election of Suburban Cities Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

1. Suburban Cities Election

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 13, Brett Franks of Sachse received 4, Shante L. Allen of Glenn Heights received 3, Diane Cartwright of Irving received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	Michael Hurtt
3. Carrollton	Michael Hurtt
4. Cedar Hill	Michael Hurtt
5. Cockrell Hill	No Vote
6. Combine	No Vote
7. Coppell	No Vote
8. DeSoto	Shante L. Allen
9. Duncanville	Michael Hurtt
10. Farmers Branch	Michael Hurtt
11. Ferris	No Vote
12. Garland	No Vote
13. Glenn Heights	Shante L. Allen
14. Grand Prairie	No Vote

15. Grapevine	No Vote
16. Highland Park	Michael Hurtt
17. Hutchins	Steve Nichols
18. Irving	Diane Cartwright
19. Lancaster	Shante L. Allen
20. Lewisville	No Vote
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Brett Franks
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	Michael Hurtt
28. University Park	Michael Hurtt
29. Wilmer	Brett Franks
30. Wylie	Brett Franks

A runoff ballot and procedures are attached.

Please make plans on your council agenda during January to vote for a Suburban Cities Representative. One of the two candidates must receive 16 votes to be elected. We would appreciate your cooperation in this important process.

Attachment
Runoff Ballot

cc: DCAD Board of Directors

Mr. Michael Hurtt
217 South Hampton Rd
Desoto, TX 75115

Mr. Brett Franks
4811 West Creek Ln.
Sachse, TX 75048-4301

Ms. Shante L. Allen
1602 Wavecrest Dr.
Desoto, TX 75115

Ms. Diane Cartwright
7520 North MacArthur Blvd., Suite 100
Irving, TX 75063

Mr. Steve Nichols
321 N. Main Street
P.O. Box 500
Hutchins, TX 75141

City Manager- Suburban Cities
City Secretary - Suburban Cities
Suburban Cities Tax Assessor/Collectors



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
 Prepared By: Robert Diaz

Account Code: _____

Subject

Discuss and review proposed facility improvements for the Wylie Senior Recreation Center.

Recommendation

N/A

Discussion

The City Council approved the use of \$750,000 of the General Fund Balance in the fall of 2021 for facility improvements to the Wylie Senior Recreation Center. Based on the facility feasibility study performed by BRW Architects in 2018 and with the current needs of the facility based on staff input, a list of potential improvements has been compiled. Staff is seeking City Council direction on finalizing the list of improvements so a design agreement with BRW Architects can be completed. The list of improvements is prioritized from the highest needed items to the least needed. All of the costs presented as part of the projections are for planning purposes only, final costs will be determined once a final design is completed and the project is prepared for bidding.

Financial Summary/Strategic Goals

There is not a Financial Summary included in this report.

Strategic Goals: *Health, Safety and Well-Being; Community Focused Government; Culture, Planning Management.*

Rough Order of Magnitude Cost Projection

Wylie Senior Recreation Center Renovation

	Total	Total Project Cost (including soft costs @ 35%)
1 Highest Priority Scope		
Restroom Renovations	\$50,361	
Office renovation (displaced by restrooms)	\$13,921	
Cosmetic Exterior Upgrades	\$29,260	
Wall to separate fitness room	\$60,727	
Flooring in Lobby and Fitness	\$35,170	
Replace balance of VCT with new LVT (Multi-purpose room, etc).	\$19,504	
Misc. Paint and spruce up	\$20,378	
Porte-Cochere and associated site work*	\$71,375	
Direct cost subtotal	\$300,695	
Design Contingency (@ 10%)	\$30,069	
Construction Cost Escalation (@ 10%)	\$33,076	
Total - Highest Priority Items (rough order of magnitude cost)	\$363,841	\$127,344
Total project for addition only (not feasible, requires some interior renovation):		\$491,185

* Construction of a Porte-Cochere may possibly trigger a requirement to add a fire sprinkler system, see below

2 HVAC & Sprinkler System (& Ceilings)		
HVAC Replacement	\$40,000	
Add Fire Sprinkler System & associated site, etc. scope	\$46,034	
Ceilings replacement (req'd by sprinkler)	\$31,400	
Lighting replacement (best value to accomplish with other ceiling work)	\$28,545	
Direct cost subtotal	\$145,979	
GC Markup & Overhead	\$27,736	
Design Contingency (@ 10%)	\$17,372	
Construction Cost Escalation (@ 10%)	\$19,109	
Total - HVAC & Sprinkler	\$210,195	\$73,568
Sum of above items	\$574,036	\$774,949

3 Exterior Work		
Covered Patio & Storage	\$91,813	
Garden Area	\$10,400	
Fencing	\$5,000	
Direct cost subtotal	\$107,213	
GC Markup & Overhead	\$20,370	
Design Contingency (@ 10%)	\$12,758	
Construction Cost Escalation (@ 10%)	\$14,034	
Total - Exterior Upgrades	\$154,375	\$54,031
Sum of above items	\$728,411	\$983,355

4 Dumpster Enclosure		
Dumpster Enclosure	\$15,000	
Associated Site Paving	\$163,500	
Direct cost subtotal	\$178,500	
GC Markup & Overhead	\$33,915	
Design Contingency (@ 10%)	\$21,242	
Construction Cost Escalation (@ 10%)	\$23,366	
Total - Dumpster & Site	\$257,022	\$89,958
Sum of above items	\$985,433	\$1,330,335

5 Windows & Doors		
Cut in new Windows & Doors	\$10,200	
Canopy for voting entry	\$1,600	
Direct cost subtotal	\$11,800	
GC Markup & Overhead	\$2,242	
Design Contingency (@ 10%)	\$1,404	
Construction Cost Escalation (@ 10%)	\$1,545	
Total - Windows & Doors	\$16,991	\$5,947
Sum of above items	\$1,002,424	\$1,353,273



Wylie City Council

AGENDA REPORT

Department: Fire
 Prepared By: Brandon Blythe

Account Code: _____

Subject

Discuss the purchase of Fire Department Apparatus Replacements.

Recommendation

Discussion.

Discussion

The Fire Department is seeking additional funding of \$636,600 to acquire a new utility truck as part of a three-truck package proposal. In the process of the Fire Department purchasing two Quints using a fund balance of \$2,400,000, the vendor discussed the opportunity for savings if multiple apparatus is purchased. The Fire Department is looking to replace a 2005 utility truck and the manufacturer offered approximately \$117,000 in savings if all three were bought together.

Financial Summary/Strategic Goals

N/A



Wylie Fire Rescue

Heavy Equipment Replacement Update

January 2022

Presentation Topics



- Heavy Duty Apparatus Inventory
- Utility 143 Detail (Update)
- Utility 143 Replacement Request
- 3 Truck Opportunity Offered by Truck Dealer
- Discounts Offered
- Looking Forward
- Heavy Duty Truck Replacement Plan

As part of the replacement of 2 Quints funded by City Council in October 2021 for the FY 21-22 budget year, the City of Wylie has an opportunity to replace its Air and Light truck and receive additional discounts. The purpose of this presentation is to inform the council about the details of that opportunity. Staff has been working hard to finalize this deal with Daco Fire Equipment, our apparatus dealer.



Current Heavy Truck Inventory (2 tons or greater)

WFR Currently operates 5 Quints and 1 Light / Air Truck

2005 GMC C6500 Utility Body Air & Light Truck - Utility 143

2006 Spartan Rosenbauer 65' Quint 1750 GPM - Equipped Reserve

2007 Spartan Rosenbauer 75' Quint 1750 GPM - Reserve

2013 Rosenbauer 68' Quint 1750 GPM Pump - Quint 141 → *Replacement Funded*

2013 Rosenbauer 68' Quint 1750 GPM Pump - Quint 143 → *Replacement Funded*

2019 Rosenbauer 109' Quint 1750 GPM Pump - Quint 142

*2021 Rosenbauer 68' Quint 1750 GPM Pump - Quint 144 (On Order - April Delivery)



Utility 143 - Air & Light Truck - Special Services



2005 Chevrolet C5500 Chassis with Mickey Roll-up Door Body - "Utility 143"

Body was constructed in 1998

Truck was assembled by Wylie Firefighters in 2004

The apparatus serves in a dual-duty role. The primary role is that it is an air and light truck that responds to all structure fires. It provides a generator, scene lighting, and firefighter breathing apparatus refill capabilities in this role. It also serves as a rescue/utility truck on rescues, extrications, and hazardous materials calls. The current apparatus also tows the hazardous materials trailer when necessary. Because of its many roles, the truck is completely stocked, and there is no room for additional equipment.



Utility 143 - Photos (December 1st 2021)



Self Contained
Breathing Apparatus
Bottle Fill Station &
Air Supply



On-Board Air Supply
Storage &
Squeegees



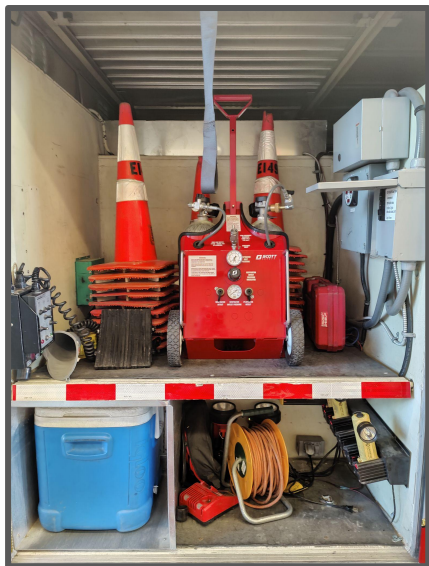
Water & Smoke
Removal Equipment,
Generator, Power
Tools, & Heater



Hazardous Material-
Absorbent Cleanup &
Leakstop Equipment



Utility 143 - Photos (December 1st 2021)



Cones, Cooler, Air
Distribution Cart,
Generator Panel,
Chargers



Rescue Cribbing,
Tarps, Plastic, Nails,
Hammers, Saws



Self Contained
Breathing Apparatus
Air Compressor



Hazmat Supplies for
Spills & Leaks,
Spare Fuel for
Incidents

Utility 143 - 2005 Light & Air Truck



- Utility 143 is a 17 year-old truck with a 24 year-old body.
- This truck was not built specifically for the fire service but services a very large area.
 - Plano is the next closest department with a mobile air/light truck.
- In 2004 when it was built, the fire department had limited funds to construct.
- The fire department was able to locate a six year-old Mickey service body that came off of an Interstate Battery truck.
- We then located a new GMC chassis and had Mickey Body Company refurbish the body and mount the body to the new chassis.
- In 2008 we had a generator installed that could meet our mobile power needs.
- The apparatus was configured and completed by fire department personnel.
- Over the years, we have made multiple repairs and modifications to fit our deployment needs.

Utility Truck Request for Replacement

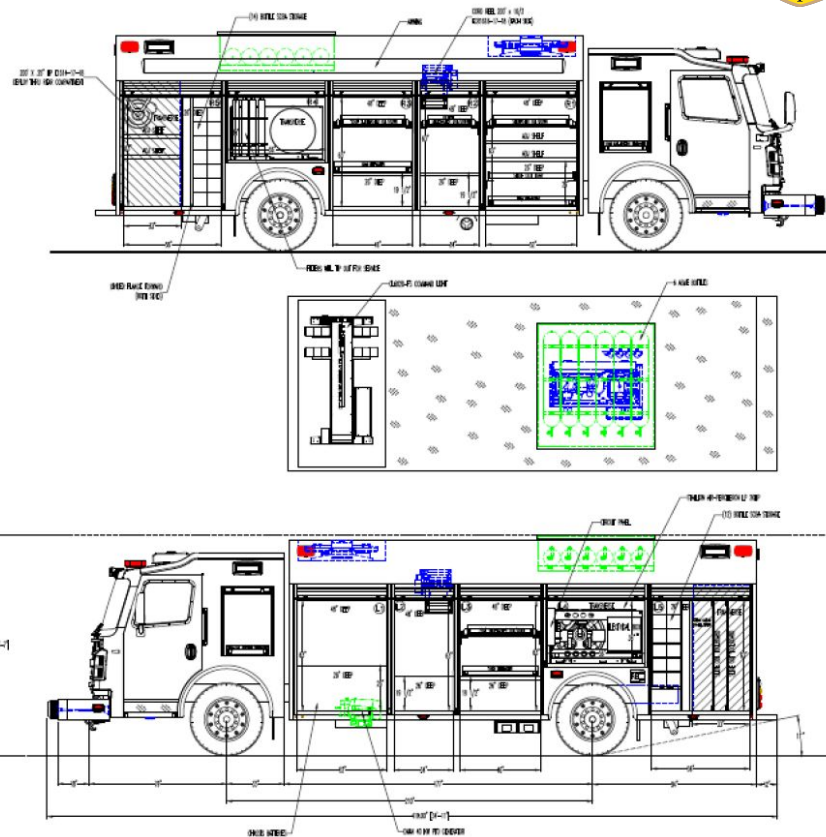


Replace Utility Air & Light Truck

- There is not a current plan for replacement - purchase has been deferred two times in favor of other projects (ex. Fire Station #4 & Personnel for Fire Station #4)
- Apparatus Needs Replacement - Multiple systems are failing regularly
 - Air Compressor is 6 years-old
 - Breathing air bottle fill station and all associated hoses/pipes are 16 years old
 - Repairs to air systems are becoming more difficult to acquire - end of life
 - PTO Generator on Truck is 12 years old
 - Body compartments are starting to fail - Welds are breaking, and metal stress is noted
 - No Room for any additional Necessary Equipment
 - Operator/Vehicle safety systems are non-existent (crash protection, rollover protection, airbags)

Rosenbauer Chassis

- Breathing Apparatus Refill Station
- Air Compressor
- Air Storage
- On Scene Light Tower
- On-Board 20KW Generator
- Plenty of Storage - Expand Services
- Crash protection
- 20 Year Unit



Purchasing Opportunity - Discount Package



Working with vendor the Fire Department has worked out a discount package to acquire 2 Quints and an Light / Air truck

Unit #1 - Replace Unit 301 - 2013 Rosenbauer = \$1,173,715.

Unit #2 - Replace Unit 302 - 2013 Rosenbauer = \$1,173,715.

Unit #3 - Replace Unit 112 - 2005 C6500 Utility = \$806,998.

Total Discounts offered by manufacturer/dealer = **\$117,828.**

Total Cost to City for project = \$3,154,428.

Currently Funded Budget = \$2,400,000.

Additional Funds Needed to Take Advantage of Opportunity = \$636,600.

Discounts



Discounts being offered for 3 Unit Purchase:

- Dealer Loyalty Discount = \$60,000
- Manufacturer Discount = \$15,162
- 3 Unit Package Prepayment Chassis Delivery Discount = \$34,780
- 2 Unit Package Prepayment Aerial Delivery Discount = \$7,886

Total Discounts Offered = \$117,828

Other Future Opportunities to offset costs:

\$60,000 in trade/auction value of the 2006 & 2007 Quints *(Estimated)*

Part 2 - Fleet Replacement Program



Reliable vehicles and equipment in appropriate working order are essential to providing public services to the communities served in a professional and timely manner.

A fleet replacement program provides a vital framework for evaluating which units should be replaced and when.

We face many challenges, including still-shrinking revenues, budget cuts in the fleet and support areas, increasing demand for service, increasing state mandates, NFPA 1911 mandating more annual testing, as well as the age and possible readjustments of the fleet.

At what age do you *like* to replace vehicles in your fleet?

The fact that a vehicle has reached its replacement age or threshold doesn't mean it automatically gets replaced.

- Some wear out faster than others, which may be a sign of the assignment, the intensity of use, and how the end-users take care of the vehicle.
- Some vehicles may need to be replaced sooner due to extreme wear and tear.

A comprehensive replacement program is instrumental in the budget-planning process to determine specifically which units should be replaced.



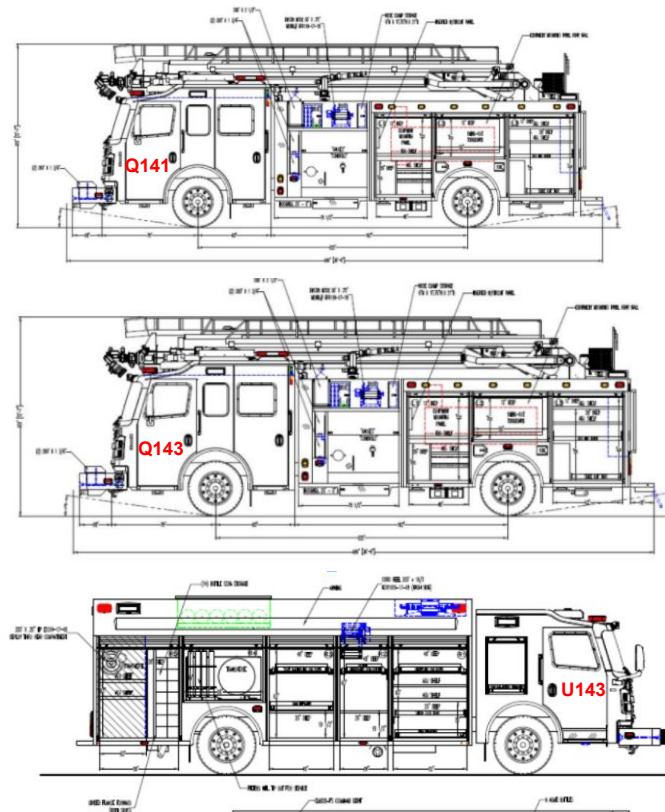
Heavy Truck Replacement Plan

Unit Type	Features	Original Year in Service	Projected Life Span (In Years)	Front Line Service Plan (In Years)	Reserve Status Plan (In Years)	Removal from Front Line Service Year	Removal From Fleet Year	Current Life Span Front Line	Life Span Reserve	Total Utilization	Condition / Dept Evaluation
Air&Light Truck (#112)	Air / Light System	2005	15	15	0	2022	2022	16	0	16	Utility 143 - In Service
Quint (#108)	65' Quint 1750 Pump	2006	17	10	7	2016	2023	0	6	16	Ready Reserve Status
Quint (#116)	75' Quint 1750 Pump	2007	17	10	7	2019	2024	0	3	15	Reserve Status
Quint (#301)	68' Quint 1750 Pump	2013	17	10	7	2023	2030	9	7	17	Quint 141 - Station 1
Quint (#302)	68' Quint 1750 Pump	2013	17	10	7	2023	2030	9	7	17	Quint 143 - Station 3
Quint (#424)	109' Quint 1750 Pump	2019	17	10	7	2029	2036	2	7	17	Quint 142 - Station 2
Quint (Station 4)	68' Quint 1750 Pump	2022	17	10	7	2032	2039	2	7	17	On Order



Looking Forward

- An investment in apparatus would address heavy-duty fleet for years to come
- Oldest front line heavy-duty apparatus would be a 2019
- Reserve apparatus will be 2013
- The City will receive significant savings
- New fleet replacement model will be developed and presented to city management



New Fleet Replacement Model Overview



Current Model:

- 10 years front line then 10 years reserve

Proposed New Model:

- Will take into consideration many factors through an annual grading system:
 - Age
 - Miles/Hours
 - Maintenance/Repair Costs
 - Overall condition
 - Reliability
 - Downtime
- Point system will identify what apparatus needs to be replaced

Questions?





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Discuss a potential townhome development generally located on North Ballard and Harvest Bend Drive.

Recommendation

Discussion.

Discussion

The developer has requested a Work Session with City Council to discuss a townhome development on Ballard Avenue.

The proposed development consists of approximately 43 units on five acres. Lots are a minimum size of 1,826 square feet with townhome sizes ranging from 1,381-1,667 square feet.

The developer has provided a presentation for review and discussion.

Financial Summary/Strategic Goals

Planning Management

Villas on Ballard

January 11, 2022 Work
Session

Development Team

Developers: Shane Jordan and Larry Masi

Land Planning: JBI Partners/Jerry Sylo

Civil Engineering: JBI Partners

Landscape Architect: Belle Firma

Home Builder: Gehan Homes

Project Financing: Happy State Bank

Project Specifics

Land Area: 5 Acres

Density Per Acre: 8.6 Units Per Acre

Lot Size: 22'x83'

Total Density: 43

Open Space: Yes

Realistic On Street Parking: Yes

Alley Served: Yes

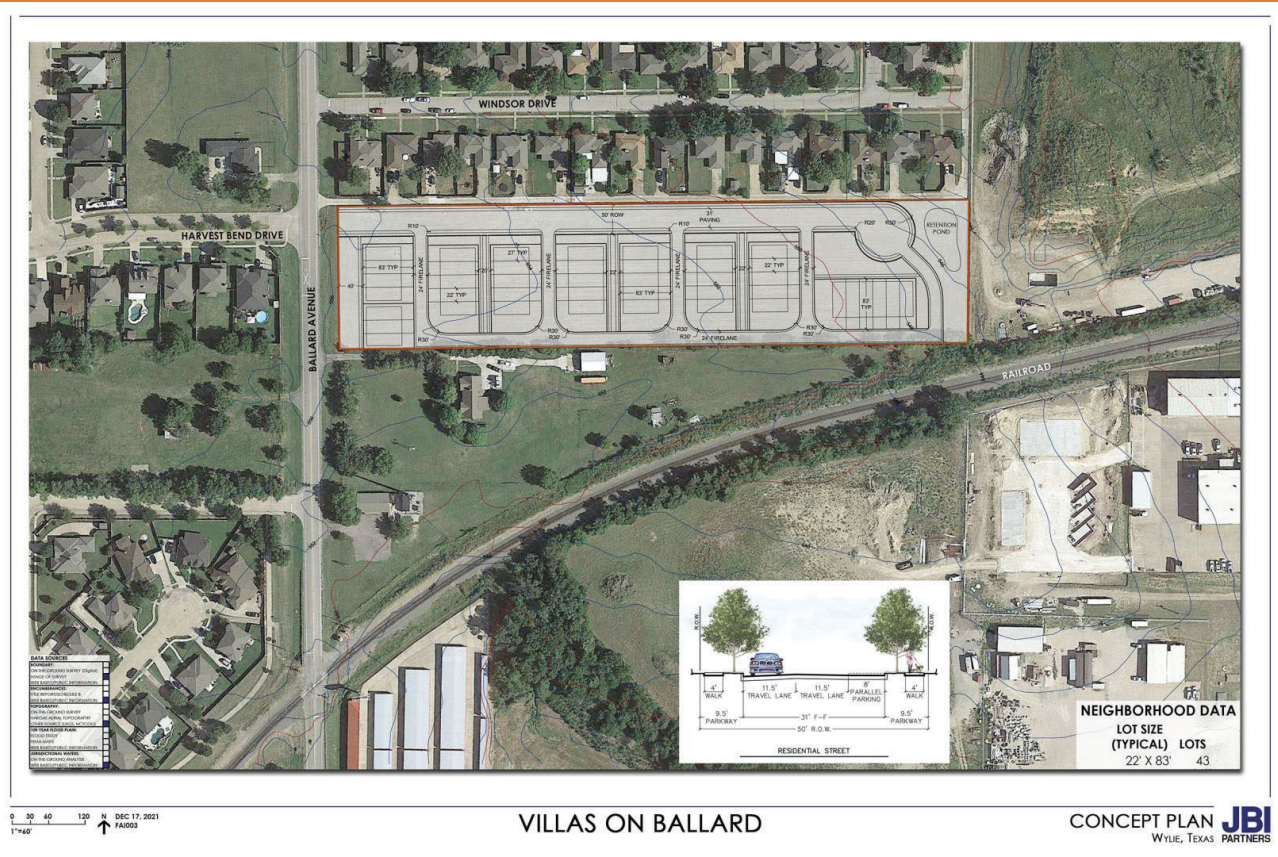
Alley Width: 24'

Homes Sprinklered: Yes

2 Car Garage: Yes

20' Driveway: Yes

CONCEPT PLAN ON THE
NEXT SLIDE



FRONT ELEVATION ON
THE NEXT SLIDE



FRONT REAR AND SIDE ELEVATIONS WITH MATERIAL PERCTINLES ON THE NEXT 3 SLIDES

MASONRY N. 1ST FLOOR FRONT	MASONRY N. 1ST FLOOR LEFT	MASONRY N. 1ST FLOOR REAR	MASONRY N. 1ST FLOOR RIGHT	MASONRY - 1ST FLOOR OVERALL	
MASONRY	3020 SF 100% MASONRY	1458 SF 100% MASONRY	1193 SF 100% MASONRY	1458 SF 100% MASONRY	7125 SF 100%
MASONRY S. 2ND FLOOR FRONT	MASONRY S. 2ND FLOOR LEFT	MASONRY S. 2ND FLOOR REAR	MASONRY S. 2ND FLOOR RIGHT	MASONRY - 2ND FLOOR OVERALL	
MASONRY	2545 SF 100% MASONRY	1571 SF 100% MASONRY	514 SF 100% MASONRY	1840 SF 100% MASONRY	6531 SF 100%
MASONRY S. REAR	MASONRY S. REAR	MASONRY S. REAR	MASONRY S. REAR	MASONRY - OVERALL	
MASONRY	3409 SF 100% MASONRY	3027 SF 100% MASONRY	1193 SF 100% MASONRY	3197 SF 100% MASONRY	13176 SF 100%
					314 SF 4%

NOTE: RIDGE, RAFTERS AND PURLINS CANNOT PENETRATE COMMON WALL SHIRT LINER



GelatiHOMES
HAPPINESS LIVES HERE

THIS DOCUMENT IS THE PROPERTY OF GELATI HOMES. IT IS TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GELATI HOMES.

MASTER BID SET
NOT FOR CONSTRUCTION

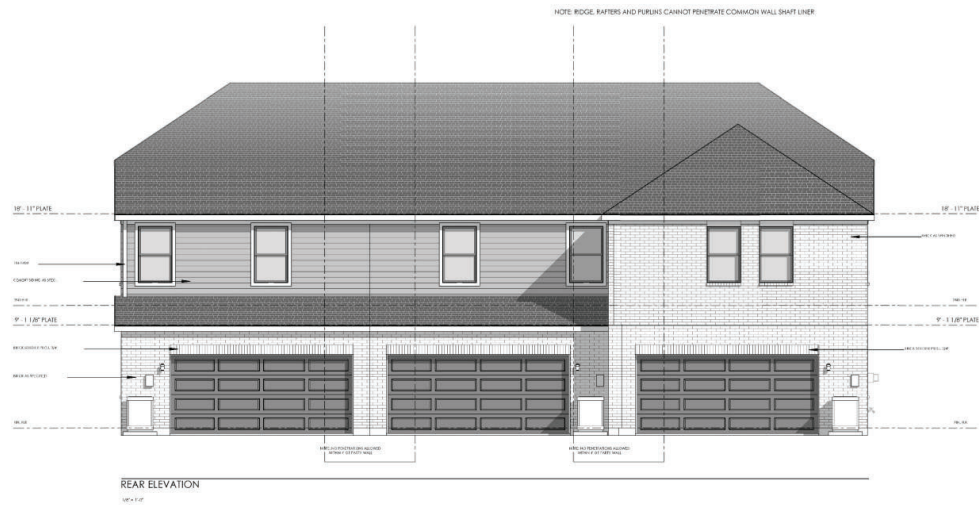
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DATE: 01/11/2022

BY: [Signature]

PROJECT: [Project Name]

SHEET: A3.09



REAR ELEVATION

498 • J. Clin. Endocrinol. Metab., September 2004 • 90(3)

NOTE: RIDGE, RAFTERS AND PURLINS CANNOT PENETRATE COMMON WALL SHAFT LINER.

Gehan¹³**HOMES**
HAPPINESS LIVES HERE

Received 15 October 1998; accepted 15 November 1998
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Journal of Internal Medicine 245: 399–404

MASTER BID SET
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XXXX

ELEVATIONS

PCAL = 100 = 100%

A3.10



MASTER BID SET
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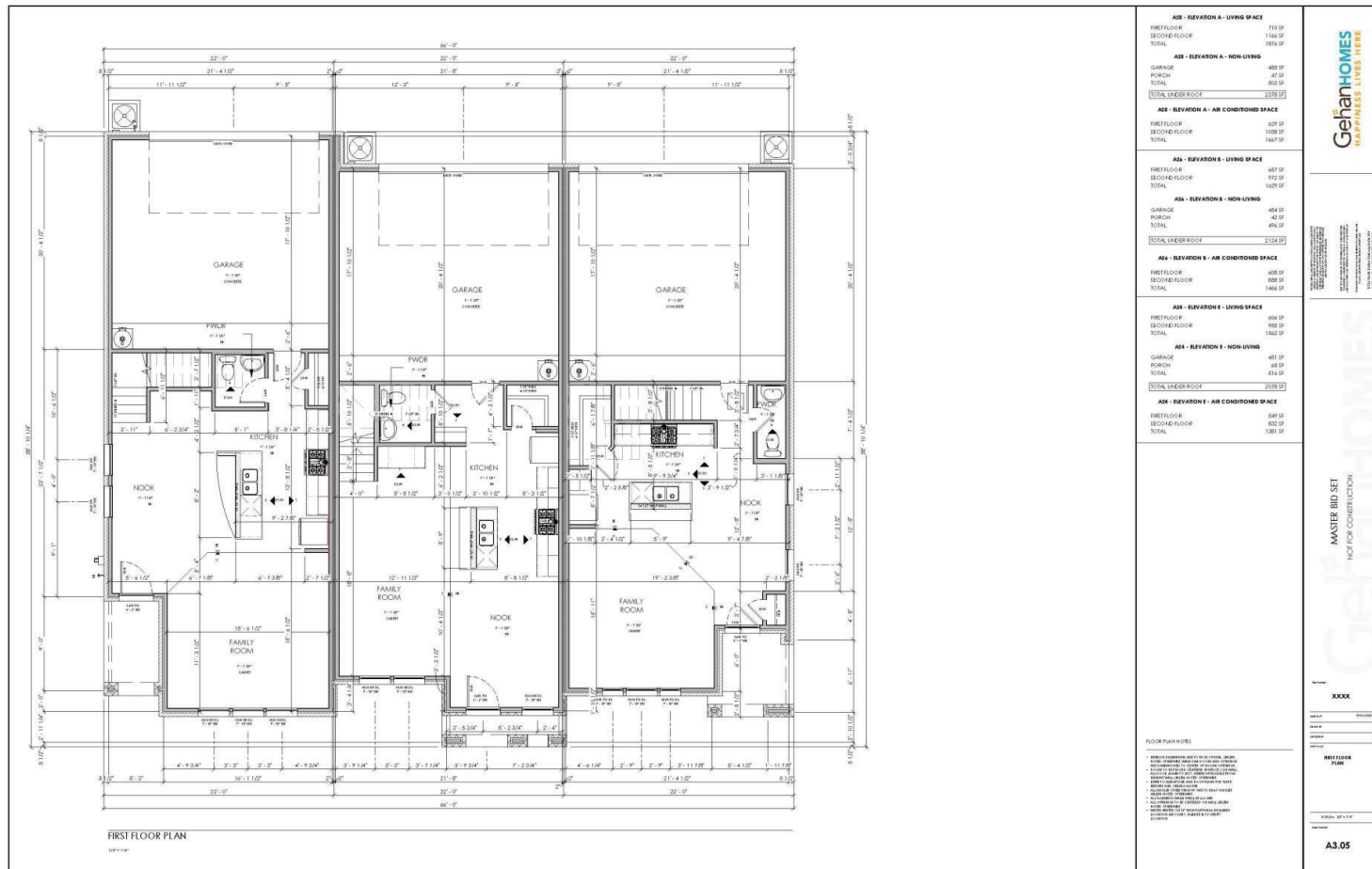
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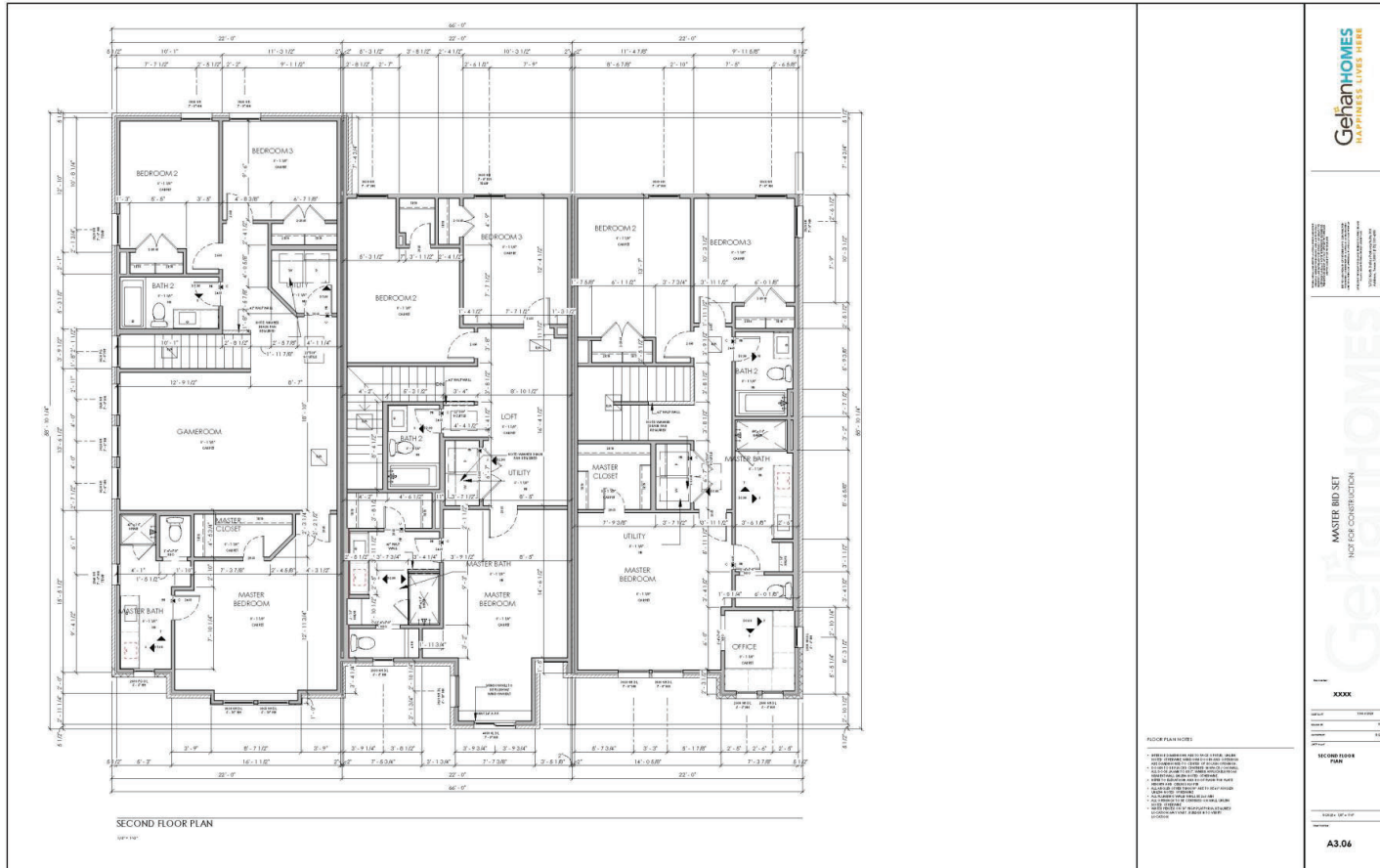
ELEVATIONS

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A3.11

FLOOR PLANS ON THE
NEXT 2 SLIDES







Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Discuss a proposed townhome development generally located on the southwest corner of Troy Road and County Line Road in the City of Wylie's Extraterritorial Jurisdiction.

Recommendation

Discussion.

Discussion

The developer has requested a Work Session with City Council to discuss a townhome development on County Line Road.

The proposed development consists of approximately 101 units on 15.36 acres. Lots and home sizes are proposed to be in line with current zoning ordinance standards (3,000 square feet and 1,200 square feet, respectively).

The developer has provided a presentation for review and discussion.

The property is mostly within the City of Wylie's ETJ. The southeast corner is within the City of Rowlett's ETJ.

The property is not within the City's current sewer CCN.

Financial Summary/Strategic Goals

KF Homes Work Session

January 11, 2022

Why we are here today

- We are in the process of buying the property
- Offer accepted by the owner
- We are at the Due Diligence stage:
 1. Including the land in to the City of Wylie CCN
 2. Acquiring the right zoning for the proposed development

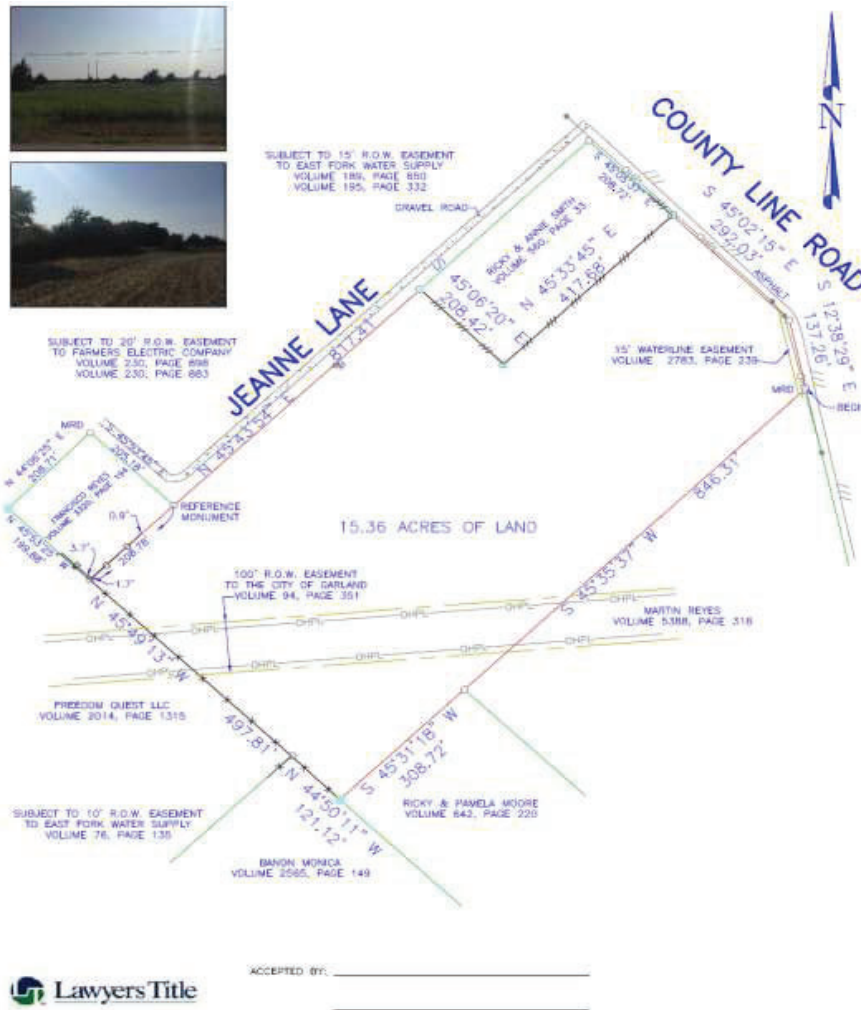
Property

- ▶ Location: 2300 County Line Road, Wyllie TX 75098
- ▶ Current Zoning: No Zoning (Wyllie ETJ and small portion is out of the ETJ limit)
- ▶ Flood Risk: Out of flood zone as per FEMA
- ▶ Size: 15.3 Acer
- ▶ Power line easement crossing at the South East corner of the property

Participant Parties

- ▶ Owner: Privet Investor Planning to work with a local developer
- ▶ Land Planning and Layout: Henok Abebe
- ▶ Civil Design will be done by Kimley-Horn
- ▶ Home Builder not known yet.
- ▶ Geo Proposal: Alpha Testing
- ▶ Quality Control and Testing: GTS Consulting

Survey Plat
2300 County Line Rd.
Wylie TX 75098



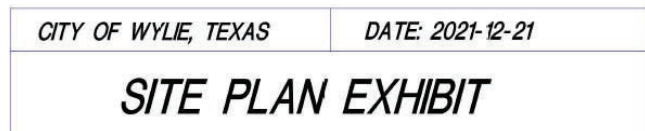


99 Duplex Homes / Twin Homes with 2 Car Garage.

Only Two Homes on one Pad

As per the City of Wylie requirements

- ▶ Minimum Lot size for one unit:
 - ▶ Width: 35'
 - ▶ Depth: 100'
- ▶ Minimum Lot size for both units together:
 - ▶ Width 70'
 - ▶ Depth: 100'
- ▶ Exterior building material
 - ▶ Brick and Stone veneer
 - ▶ Fiber Cement
- ▶ Roof Material
 - ▶ Asphalt Shingles







Thank You

Henok Abebe

01/11/2022



Wylie City Council

AGENDA REPORT

Department: Public Works
Prepared By: Tim Porter

Account Code: _____

Subject

Discuss and present Sidewalk Repair List.

Recommendation

Discussion

Staff has created the attached 2021-2022 Sidewalk Repair List to identify to City Council potential projects for which to use outlined \$600,000 FY2021 excess fund balance. The list was put together based on sidewalk repair requests from the public as well as new sidewalk additions (projects) staff anticipates are needed throughout the community. Note that due to the nature of the sidewalk replacement program, this list grows/changes weekly. Staff seeks approval of this initial list to move forward with spending the aforementioned funds.

Financial Summary/Strategic Goals

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
Special Projects							\$132,888
Special Project	Alanis Dr. from S. Ballard Ave. to near Dodd Dr.	New Sidewalk Install			0%		\$15,466
Special Project	Lakefield Drive, North Side	New Sidewalk Install			0%		\$20,190
Special Project	Timber Falls Ln. from Elm Dr. to near Braddock Way	New Sidewalk Install			0%		\$10,832
Special Project	Alanis Dr. from Dodd Dr. to North Lake Dr.	New Sidewalk Install			0%		\$86,400
Downtown (Various Locations)							\$834,419
Downtown	Brown St. N.side of road from R.R. tracks to near N. Jackson St.	New Install			0%		\$32,040
Downtown	N. Ballard Ave. W. side of road starting from Brown St. heading N.	New Install			0%		\$6,094
Downtown	N. Ballard Ave. E. side of road starting from Brown St. heading N. 2 areas around	New Install			0%		\$36,240
Downtown	Cotton Belt Ave. between Marble & Elliot	New Install			0%		\$36,572
Downtown	Keefer St. between Brown St. & Oak St.	New Install			0%		\$59,160
Downtown	Birmingham St. between Marble & Elliot	New Install			0%		\$20,280
Downtown	Jackson St. between Brown St. & Oak St.	New Install			0%		\$7,150
Downtown	First St. between Brown St. & Marble St.	New Install			0%		\$13,790
Downtown	Jefferson St. between Ballard Ave. & Dead End near Second St.	New Install			0%		\$21,822

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
Downtown	Marble St. between Cotton Belt & HWY 78	New Install			0%		\$89,040
Downtown	Oak St. between Cotton Belt & HWY 78	New Install			0%		\$37,560
Downtown	Elliot St.	New Install			0%		\$42,720
Downtown	HWY 78 between Ballard Ave. & Brown St.	New Install			0%		\$119,366
Downtown	N. Ballard Ave. North of Brown St.	Replace			0%		\$8,215
Downtown	Ballard Ave. between Hwy 78 & Butler St.	New Install			0%		\$13,825
Downtown	Jackson St. between Oak St. & HWY 78	Replace			0%		\$6,200
Downtown	W. Brown Dt. near Keefer St. (R.R. median project)	New Install			0%		\$48,703
Downtown	N. Ballard Ave. North of Brown St.	New Install			0%		\$5,122
Downtown	N. Ballard Ave. E. side of road starting from Brown St. heading N. 2 areas around	New Install			0%		\$68,049
Downtown	Elliot St. from Cotton Belt to dead end, both sides	New Install			0%		\$21,666
Downtown	Handicap Ramps: various locations	New Install			0%		\$15,000
Downtown	Handicap Ramps: various locations	Replace			0%		\$20,000
Downtown	W. Brown St. near Keefer St. (R.R. median project)	New Install			0%		\$70,899
Downtown	N. Ballard Ave. & Jefferson St. (between Brown House & shamrock Gas)	Replace			0%		\$15,970

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
Downtown	301 N. Ballard Ave. (vintage Brown House)	Replace			0%		\$18,936
Zone 1	<i>(Cascades / Newport Harbor / Quail Meadow / Country Ridge)</i>						\$92,124
24119	1403 Scottsdale Dr.	Sidewalk Repair	10/06/21	-	100%	City	-
17694	1413 Millbrook Ln.	Sidewalk Repair	09/09/20	-	100%	City	-
23474	1416 Millbrook Ln.	Sidewalk Repair	03/31/21	-	100%	City	-
23402	1510 Lonesome Dove Trl.	Sidewalk Repair	03/16/21	-	100%	City	-
24180	1509 Lonesome Dove Trl.	Sidewalk Repair	10/19/21	-	0%		\$3,318
19985	1403 Lonesome Dove Trl.	Sidewalk Repair	11/16/20	-	0%		\$2,300
19985	1207 Lonesome Dove Trl.	Sidewalk Repair	10/14/21	-	0%		\$1,585
24172	1733 Port Tack Ln.	Sidewalk Repair	10/27/21	-	0%		\$4,780
20029	1725 Port Tack Ln.	Sidewalk Repair	11/27/20	10/26/21	100%	City	-
24287	1409 Quail Meadow	Sidewalk Repair	12/06/21	-	0%		\$3,385
16062	1421 Quail Meadow	Sidewalk Repair	4/1/20	10/25/21	100%	City	-
24146	1619 Spinnaker Way	Sidewalk Repair	10/14/21	-	0%		\$1,069
23994	1501 Leeward Ln.	Sidewalk Repair	08/25/21	-	100%	City	\$3,558

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
15378	1514 Leedward Ln.	Sidewalk Repair	10/01/19	-	100%	City	\$2,855
14355	1520 Leedward Ln.	Sidewalk Repair	03/21/19	-	100%	City	\$2,278
24271	1521 Leeward Ln.	Sidewalk Repair	11/23/21	-	0%		\$2,455
19979	1301 Windward Ln.	Sidewalk Repair	11/16/20	-	100%	Contract	\$5,805
19979	1302 Windward Ln.	Sidewalk Repair	11/16/20	-	100%	Contract	\$7,762
9770	1534 Windward Ln.	Sidewalk Repair	11/09/16	-	100%	Contract	\$3,207
24301	1212 Anchor Dr.	Sidewalk Repair	12/13/21	-	0%		\$6,328
14340	1501 Anchor Dr.	Sidewalk Repair	03/18/19	-	0%		\$2,145
15166	1521 Anchor Dr.	Sidewalk Repair	08/23/19	-	0%		\$3,436
24237	1526 Schooner Bay Dr.	Sidewalk Repair	11/12/21	-	0%		\$4,005
23875	1908 Water Fall Way	Sidewalk Repair	07/22/21	-	0%		\$2,455
24203	2010 Water Fall Way	Sidewalk Repair	11/1/21	-	0%		\$2,515
20008	1915 Three Fountains Dr.	Sidewalk Repair	11/23/20	-	0%		\$2,515
15844	1902 Duck Walk Way	Sidewalk Repair	01/28/20	-	0%		\$2,707
20137	1708 Boxwood Ln.	Sidewalk Repair	12/29/20		0%		\$1,069

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
20137	1706 Splinter Dr.	Sidewalk Repair	12/29/20	-	0%		\$2,145
23559	1702 Mapleleaf Dr.	Sidewalk Repair	04/22/21	-	0%		\$1,932
18703	1616 Redcedar Dr.	Sidewalk Repair	09/11/20	-	0%		\$2,163
16143	1709 Redcedar Dr.	Sidewalk Repair	04/23/20	-	100%	Contract	\$1,069
24139	1711 Redcedar Dr.	Sidewalk Repair	10/13/21	-	0%		\$5,033
24071	1601 Thornberry Dr.	Sidewalk Repair	09/17/21	-	0%		\$4,985
23680	1706 Ashwood Dr.	Sidewalk Repair	05/21/21	-	0%		\$1,585
24236	1603 Ridgecove Dr.	Sidewalk Repair	11/12/21	-	0%		\$1,680
Zone 2	<i>(Creeside Estates / Sage Creek / Parkside / Birmingham Farms 3B)</i>						\$164,146
16266	2214 Huntington Dr.	Sidewalk Repair	05/26/20	-	0%		\$4,632
23975	109 Waterford Dr.	Sidewalk Repair	08/17/21	-	0%		\$2,040
24097	103 Creekview Dr.	Sidewalk Repair	09/27/21	-	0%		\$1,525
24252	2605 Gum Tree Trl.	Sidewalk Repair	11/17/21	-	0%		\$1,370
23747	2905 Lakefield Dr.	Sidewalk Repair	06/09/21	-	0%		\$3,075
12884	200 Lakehurst Dr.	Sidewalk Repair	06/26/18	-	0%		\$2,145

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
12583	202 Lake Hurst Dr.	Sidewalk Repair	05/06/18	-	0%		\$1,835
23754	2706 Sequoia Ln.	Sidewalk Repair	06/10/21	-	0%		\$1,990
18713	2901 Holly Ln.	Sidewalk Repair	09/11/20	-	0%		\$2,330
23507	2904 Mason Ln.	Sidewalk Repair	04/09/21	-	0%		\$1,655
23405	2912 Mason Ln.	Sidewalk Repair	03/17/21	-	0%		\$1,680
15633	2917 Mason Ln.	Sidewalk Repair	11/26/19	-	0%		\$2,105
15865	100 Springwell Pkwy	Sidewalk Repair	02/04/20	-	0%		\$2,765
23528	106 Springwell Pkwy	Sidewalk Repair	04/16/21	-	0%		\$2,300
23973	3004 Springwell Pkwy	Sidewalk Repair	08/17/21	-	0%		\$2,920
16022	3312 Springwell Pkwy	Sidewalk Repair	03/18/20	-	0%		\$3,385
15937	302 Crabapple Dr.	Sidewalk Repair	02/27/20	-	0%		\$2,050
20372	3509 Nandina Dr.	Sidewalk Repair	03/02/21	-	0%		\$2,455
24111	3405 Catalpa Dr.	Sidewalk Repair	09/29/21		0%		\$2,985
23447	3505 Olivia Dr.	Sidewalk Repair	03/25/21	-	0%		\$1,965
16269	608 Althea Dr.	Sidewalk Repair	05/26/20	-	0%		\$1,525

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
20247	3104 Candlebrook Dr.	Sidewalk Repair	01/26/21	-	0%		\$2,455
24343	3106 Candlebrook Dr.	Sidewalk Repair	01/26/21	-	0%		\$2,985
21400	3108 Candlebrook Dr.	Sidewalk Repair	03/15/21	-	0%		\$2,145
24344	3110 Candlebrook Dr.	Sidewalk Repair	03/15/21		0%		\$4,565
20192	3007 Kinsbrook Dr.	Sidewalk Repair	01/15/21	-	0%		\$2,920
24109	3102 Kinsbrook Dr.	Sidewalk Repair	10/04/21	-	0%		\$2,185
20193	3104 Kinsdbrook Dr.	Sidewalk Repair	01/14/21	-	0%		\$1,020
23726	3300 Kinsbrook Dr.	Sidewalk Repair	06/03/21	-	0%		\$6,330
23660	3102 Connor Ln.	Sidewalk Repair	05/17/21	-	0%		\$2,600
	3105 Connor Ln.	Sidewalk Repair	05/17/21	-	0%		\$1,726
15952	906 Glen Lakes Ct.	Sidewalk Repair	02/28/20	-	0%		\$2,163
24002	3408 Meandering Dr.	Sidewalk Repair	08/26/21	-	0%		\$4,408
14929	1001 Meandering Dr.	Sidewalk Repair	07/02/19	-	0%		\$6,834
23674	1005 Meandering Dr.	Sidewalk Repair	05/20/21	-	0%		\$2,279
15315	3506 Everglade Ln.	Sidewalk Repair	09/19/19	-	0%		\$3,657

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
16537	1017 Fairdale Ct.	Sidewalk Repair	08/05/20	-	0%		\$2,564
16544	901 Fountain Dr.	Sidewalk Repair	08/06/20	-	0%		\$3,254
16545	911 Fountain Dr.	Sidewalk Repair	08/06/20	-	0%		\$3,964
16321	3304 Warwick Ct.	Sidewalk Repair	06/09/20	-	0%		\$1,990
16543	3101 Savoy Ct.	Sidewalk Repair	08/06/20	-	0%		\$1,525
16479	1221 Riverway Ln.	Sidewalk Repair	07/21/20	-	0%		\$1,735
24137	3019 Sawgrass Dr.	Sidewalk Repair	10/12/21	-	0%		\$1,215
20266	3001 Marigold Dr.	Sidewalk Repair	02/03/21	-	0%		\$2,835
23972	814 Riverhead Dr.	Sidewalk Repair	08/16/21	-	0%		\$1,525
23548	3010 Jacob Dr.	Sidewalk Repair	04/21/21	-	0%		\$2,485
23845	1419 Eugene Dr.	Sidewalk Repair	07/13/21	-	0%		\$1,985
17613	3105 Glenwood Dr.	Sidewalk Repair	08/24/20	-	0%		\$2,145
17613	3112 Glenwood Dr.	Sidewalk Repair	10/27/21	-	0%		\$1,625
23917	3024 Reagena Dr.	Sidewalk Repair	08/03/21	-	0%		\$2,985
23925	3002 Leslie Dr.	Sidewalk Repair	08/04/21	-	100%	City	-

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
15983	3009 Francesca Dr.	Sidewalk Repair	03/09/20	-	100%	City	-
24117	3028 Ruby Dr.	Sidewalk Repair	10/06/21	-	100%	City	-
23713	1620 Lincoln Dr.	Sidewalk Repair	05/27/21	-	0%		\$3,155
15040	402 Adams Ave.	Sidewalk Repair	07/29/19	-	0%		\$4,565
24001	1507 Elkmont Dr.	Sidewalk Repair	08/26/21	-	0%		\$1,755
16547	1403 Elkmont Dr.	Sidewalk Repair	08/06/20	-	0%		\$1,795
15312	601 Tuskegee Dr.	Sidewalk Repair	09/19/21	-	0%		\$1,680
20227	1309 Ardmore Way	Sidewalk Repair	01/25/21	-	0%		\$1,875
16034	1320 Brundidge Dr.	Sidewalk Repair	03/26/20	-	0%		\$1,270
23647	1326 Greensboro Dr.	Sidewalk Repair	04/30/21	-	0%		\$2,300
20374	1301 Luverne Dr.	Sidewalk Repair	03/03/21	-	0%		\$2,145
15619	Park Blvd.	Sidewalk Repair	11/21/19	-	0%		\$8,655
16164	1316 Cahaba Dr.	Sidewalk Repair	04/28/20	-	0%		\$2,245
20110	1200 Auburn Dr.	Sidewalk Repair	12/18/20	-	0%		\$1,975
23964	1215 Auburn Dr.	Sidewalk Repair	08/16/21	-	0%		\$1,895

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
Zone 3	<i>(Birmingham Farms 2A,14A,14B / Westgate 1 / Creek Hollow / Rustic Oaks / Harvest Bend Addn / Pointe North Addn)</i>						\$129,885
23593	710 Fleming St.	Sidewalk Repair	04/29/21	-	0%		\$1,835
24199	615 W. Oak St.	Sidewalk Repair	10/29/21	-	0%		\$1,485
23563	101 S. Winding Oaks Dr.	Sidewalk Repair	04/22/21	-	0%		\$4,935
23551	201 N. Winding Oaks Dr.	Sidewalk Repair	04/21/21	-	0%		\$1,990
15949	100 N. Westgate Way	Sidewalk Repair	03/02/20	-	100%	Contract	\$9,363
16481	102 N. Carriage House Way	Sidewalk Repair	07/21/20	-	100%	Contract	\$2,315
18818	100 Pullman Pl.	Sidewalk Repair	10/06/20	-	100%	Contract	\$3,829
24255	201 Arborview Dr.	Sidewalk Repair	11/17/21	-	0%		\$5,555
23749	209 Arborview Dr.	Sidewalk Repair	06/10/21	-	0%		\$2,145
23642	503 Rustic Cir.	Sidewalk Repair	05/10/21	-	0%		\$2,145
20063	106 N. Rustic Trl.	Sidewalk Repair	12/03/20	-	100%	Contract	\$3,329
20062	108 N. Rustic Trl.	Sidewalk Repair	12/03/20	-	100%	Contract	\$2,950
17652	502 Silverleaf Ct.	Sidewalk Repair	08/31/20	-	100%	Contract	\$2,557
20065	503 Silverleaf Ct.	Sidewalk Repair	12/03/20	-	100%	Contract	\$2,557

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
20066	504 Silverleaf Ct.	Sidewalk Repair	12/03/20	-	100%	Contract	\$3,684
16128	505 Silverleaf Ct.	Sidewalk Repair	04/20/20	-	100%	Contract	\$2,315
20067	506 Silverleaf Ct.	Sidewalk Repair	12/03/20	-	100%	Contract	\$2,916
24041	510 W. Jefferson St.	Sidewalk Repair	09/08/21	-	100%	Contract	\$4,063
23622	106 Jackson Ave.	Sidewalk Repair	05/06/21	-	0%		\$2,145
24010	416 N. Winding Oaks Dr.	Sidewalk Repair	08/30/21	-	0%		\$3,850
15982	513 Kamber Ln.	Sidewalk Repair	03/06/20	-	0%		\$2,145
23661	421 Kamber Ln.	Sidewalk Repair	05/17/21	-	0%		\$2,765
12622	407 Kamber Ln.	Sidewalk Repair	05/15/18	-	0%		\$3,230
24189	431 Da Vinci Ln.	Sidewalk Repair	10/27/21	-	0%		\$2,145
23981	436 Da Vinci Ln.	Sidewalk Repair	08/18/21	-	0%		\$1,835
17651	403 Kylie Ln.	Sidewalk Repair	08/31/20	-	0%		\$10,650
24192	501 Vicki Ln.	Sidewalk Repair	10/27/21	-	0%		\$4,565
19994	510 Vicki Ln.	Sidewalk Repair	11/19/20	-	0%		\$3,857
23978	515 Vicki Ln.	Sidewalk Repair	08/18/21	-	0%		\$8,690

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
18800	401 Graham Ln.	Sidewalk Repair	10/01/20	-	0%		\$9,465
15780	414 Graham Ln.	Sidewalk Repair	01/14/20	-	0%		\$2,300
23445	509 Graham Ln.	Sidewalk Repair	03/25/21	-	0%		\$2,455
23471	408 Oxford Dr.	Sidewalk Repair	03/31/21	-	0%		\$1,680
20131	914 Chickesaw Ln.	Sidewalk Repair	12/23/20	-	0%		\$2,765
24065	802 Chickesaw Ln.	Sidewalk Repair	09/15/21	-	0%		\$3,540
24209	818 Greene Way	Sidewalk Repair	11/2/21	-	100%	City	-
16365	603 Pickwick Ln.	Sidewalk Repair	06/22/20	-	0%		\$1,835
24228	714 Gunters Moutain	Sidewalk Repair	11/11/21	-	100%	City	-
20218	919 Ann Dr.	Sidewalk Repair	01/25/21	-	100%	City	-
Zone 4	<i>(Lakeside Village / Trails Place / Twin Lakes Phase 1 & 2 / Southbrook / Braddock Place / Pheasant Creek / Collins Estates / Stone Ridge Farms / Mill Creek Estates / Kreymer Estates / Stone Grove / Lake Trails of Bozman / Bozman Farms)</i>						\$117,765
23832	108 Spence Dr.	Sidewalk Repair	07/07/21	-	0%		\$4,726
16157	322 1st St.	Sidewalk Repair	04/27/20	-	0%		\$977
13010	428 - 454 Park St.	Sidewalk Repair	07/16/18	-	0%		\$1,860
23668	304 Rushcreek Dr.	Sidewalk Repair	05/19/21	-	0%		\$7,883

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
24118	811 Foxwood Ln.	Sidewalk Repair	04/28/20	-	0%		\$8,186
24098	909 Foxwood Ln.	Sidewalk Repair	09/27/21	-	0%		\$2,530
24116	1022 Foxwood Ln.	Sidewalk Repair	10/06/21	-	0%		\$4,825
23831	500 CandleWood Ct.	Sidewalk Repair	07/06/21	-	0%		\$4,939
13462	651 Rocksprings Dr.	Sidewalk Repair	09/26/18	-	0%		\$4,939
20195	1010 Standbridge Dr.	Sidewalk Repair	01/18/21	-	0%		\$1,253
23533	1107 Destiny Ct.	Sidewalk Repair	04/19/21	-	0%		\$1,161
23952	1300 Aspen Ln.	Sidewalk Repair	08/11/21	-	100%	Contract	\$5,980
24171	112 Enchanted Forest	Sidewalk Repair	10/19/21	-	0%		\$1,161
23800	403 Stoneybrook Dr.	Sidewalk Repair	06/23/21	-	0%		\$4,010
23800	501 Stoneybrook Dr.	Sidewalk Repair	06/23/21	-	0%		\$3,665
24261	502 Stoneybrook Dr.	Sidewalk Repair	11/22/21	-	0%		\$2,920
23591	503 Stoneybrook Dr.	Sidewalk Repair	04/29/21	-	0%		\$3,697
23762	505 Stoneybrook Dr.	Sidewalk Repair	06/15/21	-	0%		\$3,675
24244	508 Stoneybrook Dr.	Sidewalk Repair	11/15/21	-	0%		\$3,230

2021-2022 Sidewalk Repair

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Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
23683	605 Stoneybrook Dr.	Sidewalk Repair	05/24/21	-	0%		\$3,895
24336	406 Willow Way	Sidewalk Repair	01/03/22	-	0%		\$5,805
24325	507 Willow Way	Sidewalk Repair	12/27/21	-	0%		\$3,254
24263	509 Willow Way	Sidewalk Repair	11/22/21	-	0%		\$4,780
24324	601 Willow Way	Sidewalk Repair	12/27/21	-	0%		\$2,920
20245	238 Lake Texoma Dr.	Sidewalk Repair	02/01/21	-	100%	City	-
23716	224 Lake Travis Dr.	Sidewalk Repair	05/28/21	-	100%	City	\$3,895
23806	210 Lake Travis Dr.	Sidewalk Repair	06/25/21	-	100%	City	-
23585	1315 Iron Horse St.	Sidewalk Repair	04/28/21	-	0%		\$1,525
23851	Collins Blvd	Sidewalk Repair	07/15/21	-	0%		\$1,060
20058	304 Highland Creek Dr.	Sidewalk Repair	12/03/20	-	0%		\$1,835
18929	308 Highland Creek Dr.	Sidewalk Repair	11/02/20	-	0%		\$1,680
18806	331 Highland View Dr.	Sidewalk Repair	10/05/20	-	0%		\$1,835
23807	426 Fairland Dr.	Sidewalk Repair	06/28/21	-	0%		\$1,525
17695	2004 Fairway Woods Dr.	Sidewalk Repair	09/09/20	-	0%		\$1,990

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
23865	1909 Faircrest Ln.	Sidewalk Repair	07/20/21	-	0%		\$1,525
24197	2209 Fair Parke Ln.	Sidewalk Repair	5/18/21	-	100%	Contract	\$4,216
23519	1600 Pheasant Creek	Sidewalk Repair	04/06/21	12/2/21	100%	City	-
15959	1622 Pheasant Creek Dr.	Sidewalk Repair	03/03/20	12/2/21	100%	City	-
20092	2816 Meadow Bluff Dr.	Sidewalk Repair	12/14/20	12/2/21	100%	City	-
24292	2903 Meadow Bluff Dr.	Sidewalk Repair	12/08/21	-	0%		\$1,253
24290	3013 Lake Terrace Dr.	Sidewalk Repair	12/06/21	-	0%		\$3,155
Zone 5	<i>(Wyndam Estates / Wylie Lakes / Wylie Ranch East / Avalon / Hunter's Cove)</i>						\$55,000
14089	120 Windsor Dr.	Sidewalk Repair	01/25/19	-	0%		\$4,357
23466	127 Windsor Dr.	Sidewalk Repair	03/25/21	-	0%		\$9,490
13904	122 Fairmount Dr.	Sidewalk Repair	12/13/18	-	0%		\$3,433
23913	307 Millstone Dr.	Sidewalk Repair	08/02/21	8/25/21	100%	City	-
24073	2109 Colby Ln.	Sidewalk Repair	09/17/21	-	0%		\$6,898
23716	1100 Essie Way	Sidewalk Repair	06/15/21	-	0%		\$1,835
23781	101 N. Rolling Meadows Dr.	Sidewalk Repair	11/02/21	-	0%		\$2,455

2021-2022 Sidewalk Repair

UPDATED: 01/04/2022

Service Request #	Location	Request Type	Request Date	Date Completed	% Task Complete	Completed by: City / Contract	Estimated Cost
23781	105 N. Rolling Meadows Dr.	Sidewalk Repair	06/22/21	-	0%		\$7,712
16340	101 Rutherford Ave.	Sidewalk Repair	06/15/20	-	0%		\$1,835
18711	2717 Gold Hill Dr.	Sidewalk Repair	09/11/20	-	0%		\$3,230
14847	1309 London Dr.	Sidewalk Repair	06/19/19	-	0%		\$2,920
24068	1304 Old Knoll Dr.	Sidewalk Repair	09/16/21	-	0%		\$2,455
15951	1201 Wyndham Dr.	Sidewalk Repair	03/02/20	-	100%	Contract	\$6,235
24131	2917 Sheridan Ln.	Sidewalk Repair	10/12/21	-	0%		\$2,145
TOTAL							\$1,526,227