

Wylie City Council Regular Meeting

September 22, 2026 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

PRESENTATIONS & RECOGNITIONS

PR1. Fire Prevention Week.

PR2. Manufacturing Day.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the February 6, 2026 City Council Retreat minutes.
- B. Consider, and act upon, approval of the September 8, 2026 Regular City Council Meeting minutes.
- C. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2026.
- D. Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2026.
- E. Consider, and act upon, Modification No. 5 to Wylie Contract #W2021-76-A for Employee Medical, Dental and Rx Benefits with Cigna Health and Life Insurance Company in an estimated amount of \$645,131.00; and authorizing the City Manager to execute any necessary documents.
- F. Consider, and act upon, Ordinance No. 2026-42 for a change in zoning from Agricultural and Commercial Corridor (AG & CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 25.484 acres to allow for a wholesale retail development with minor automobile repair for tire and battery services with a motor vehicle fueling station use on Lot 1, Block A of WEDC Retail and Commercial Corridor (CC) development on Lot 2, Block A of WEDC Retail. Property generally located at 2002 W. FM 544 (ZC 2026-10).
- G. Consider, and act upon, Resolution No. 2026-18(R) authorizing the City Manager to execute an Advanced Funding Agreement (AFA) between the City of Wylie and Texas Department of Transportation (TxDOT) for the Congestion Mitigation Air Quality (CMAQ) Project and Surface Transportation Block Grant (STBG) to Kreymer Lane from State Highway 78 to Crescent Oak Street.

- H. Consider, and act upon, Resolution No. 2026-19(R) to amend Resolution No. 2026-10(R) authorizing the City Manager to execute an Advanced Funding Agreement between the City of Wylie and the Texas Department of Transportation (TxDOT) for the On-System Highway Safety Improvement Project along FM 544 from McCreary Road to State Highway 78, clarifying the Texas Department of Transportation's responsibility for project cost overruns.

REGULAR AGENDA

1. Consider, and act upon, the acceptance of the resignation of Mark Booth, and appoint a board member to the Wylie Board of Review to fill the term from September 22, 2026 to June 30, 2028, and appoint an alternate board member to the Wylie Board of Review, to fill the term from September 22, 2026 to June 30, 2027.

2. **Tabled from 08-11-2026**
Remove from table and consider

Consider, and act upon, the acceptance of the resignation of Alan Dayton, and the appointment of a new board member to the Wylie Economic Development Corporation to fill the term from September 22, 2026 to June 30, 2028.

3. Consider, and act upon, an amendment approving a Second Amendment to W2023-89-A On-Demand Ridesharing Public Private Partnership Program between the City of Wylie and TRIPPP Consulting, LLC, and authorizing the City Manager to execute any necessary documents.

WORK SESSION

WS1. Community Waste Disposal (CWD) Annual Review.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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

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

ES1. Discuss property generally located at E. FM 544 and Stone 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.

ES2. Discuss the employment/appointment of the Associate Municipal Court Judge.

ES3. City Manager.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

REGULAR AGENDA

4. Consider, and act upon, approving an agreement with Clear Career Professionals for Recruitment Services for the City of Wylie, Texas City Manager.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on September 16, 2026 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the February 6, 2026 City Council Retreat minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Retreat Minutes

February 06, 2026 – 8:30 AM

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



CALL TO ORDER

Mayor Matthew Porter called the City Council retreat to order at 9:00 a.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Sid Hoover, and Mayor *Pro Tem* Gino Mulliqi. Councilman Scott Williams was absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; and Assistant City Manager Lety Yanez.

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.

No persons were present wishing to address the Council.

RETREAT AGENDA

Mike Mowry, President of Leadership Development with SGR, facilitated the discussion with the Council on the City's Strategic Vision.

ADJOURNMENT

The retreat was adjourned at 2:52 p.m.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the September 8, 2026 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

September 08, 2026 – 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 6:04 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Sid Hoover, and Mayor *Pro Tem* Gino Mulliqi. Councilman Scott Williams was absent.

Staff present included: Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Finance Director Melissa Brown; Marketing and Communications Director Craig Kelly; City Secretary Stephanie Storm; Assistant Police Chief Tommy Walters; Parks and Recreation Director Carmen Powlen; Library Director Ofilia Barrera; Community Services Director Jasen Haskins; Wylie Economic Development Corporation Executive Director Jason Greiner; Deputy City Secretary Mary Bradley; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

Mayor Matthew Porter led the Invocation, and Eagle Scout Grant Fentress led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. National Payroll Week.

Mayor Porter presented a proclamation proclaiming September 7-11, 2026 as Payroll Week in Wylie, Texas. Assistant City Manager Yanez and Jessica Beard, representing the Dallas Chapter of the Payroll Association, were present to receive the proclamation.

PR2. Eagle Scout Connor Gibbs.

Mayor Porter presented a proclamation recognizing Connor Gibbs for earning the Eagle Scout Award. Gibbs was present to accept the proclamation and gave a brief description of his Eagle Scout project.

PR3. Eagle Scout Grant Fentress.

Mayor Porter presented a proclamation recognizing Grant Fentress for earning the Eagle Scout Award. Fentress was present to accept the proclamation and gave a brief description of his Eagle Scout project.

PR4. Eagle Scout John Morgan Charnecki.

Mayor Porter presented a proclamation recognizing John Morgan Charnecki for earning the Eagle Scout Award. Charnecki was present to accept the proclamation and gave a brief description of his Eagle Scout project.

PR5. Eagle Scout Max Delgado.

Mayor Porter presented a proclamation recognizing Max Delgado for earning the Eagle Scout Award. Delgado was present to accept the proclamation and gave a brief description of his Eagle Scout project.

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.

Richard Miller addressed the Council regarding two concerns regarding the Senior Recreation Center.

James Suttles addressed the Council with comments in favor of not renewing the Flock camera agreement.

Christine Walk addressed the Council with concerns about the traffic on Jackson and Brown, and requested Council consider a homestead, senior citizen, and/or disabled exemption to help with taxes.

Aleksandra Rolfson addressed the Council with concerns about sidewalks within the Riverchase neighborhood.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the August 25, 2026 Regular City Council Meeting minutes.**
- B. Consider, and act upon, Resolution No. 2026-16(R) authorizing the City Manager to execute a Joint Election Services Contract between the City of Wylie and the Dallas County Elections Administrator to be administered by the Dallas County Elections Administrator for the November 3, 2026 Wylie Special Election.**
- C. Consider, and act upon, Resolution No. 2026-17(R) authorizing the City Manager to execute a Joint Election Services Contract between the City of Wylie and the Rockwall County Elections Administrator to be administered by the Rockwall County Elections Administrator for the November 3, 2026 Wylie Special Election.**
- D. Consider, and act upon, Ordinance No. 2026-38 amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.**
- E. Consider, and act upon, Ordinance No. 2026-39 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A (Comprehensive Fee Schedule), Section II (Garbage, Trash and Brush Fees).**
- F. Consider, and act upon, the approval of Wylie Agreement #W2026-77 for the purchase of one (1) Rosenbauer Commander 109' Viper Aerial Apparatus (Quint) from 287 Fire LLC (d/b/a DACO) in a base contract amount of \$2,431,119.00, establishing a total project budget of \$2,500,000.00 inclusive of project contingency for potential change orders. This agreement will be through a cooperative purchasing contract with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute any necessary documents.**
- G. Consider, and act upon, the approval of Purchase Agreement No. W2026-73 for Traffic Control and Signal Equipment for the Public Works Department from Consolidated Traffic Control through a Cooperative Purchasing Agreement with the Houston-Galveston Area Council (H-GAC) in an estimated amount of \$1,428,393.00, and authorizing the City Manager to sign any and all documents.**

- H. **Consider, and act upon, the approval of Purchase Agreement No. W2026-72 for School Zone Signal Equipment for the Public Works Department from Paradigm Traffic Systems, Inc. through a Cooperative Purchasing Agreement with BuyBoard in an estimated amount of \$478,500.00, and authorizing the City Manager to sign any and all documents.**
- I. **Consider, and act upon, a request regarding the renovation of an existing residential structure for a conversion to office suites. Property located in the Downtown Historic District at 514 N. Ballard Avenue.**
- J. **Consider, and act upon, a request regarding the enclosure and covering of an existing outdoor patio area for outside seating for a restaurant located in the Downtown Historic District. Property located at 302 N. Ballard Avenue.**

Staff requested that Item B be pulled from the Consent Agenda and considered individually.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Duke, to approve Consent Agenda Items A, C, D, E, F, G, H, I, and J as presented. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

REGULAR AGENDA

- B. **Consider, and act upon, Resolution No. 2026-16(R) authorizing the City Manager to execute a Joint Election Services Contract between the City of Wylie and the Dallas County Elections Administrator to be administered by the Dallas County Elections Administrator for the November 3, 2026 Wylie Special Election.**

Staff Comments

Deputy City Secretary Bradley addressed the Council, stating that Mesquite Independent School District has been added to the November 3, 2026 election and the contract has been revised to reflect this addition.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to approve Item B as presented with the amended attachments. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

- 1. **Hold a Public Hearing, consider, and act upon, Ordinance No. 2026-40 adopting a budget for all City funds, including the Wylie Economic Development Corporation (4A) and the Wylie Parks and Recreation Facilities Development Corporation (4B) and appropriating resources for Fiscal Year 2026-27 beginning October 1, 2026 and ending September 30, 2027.**

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 6:46 p.m. and asked anyone present who wished to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:47 p.m.

There was a discussion amongst City Council members regarding future budget goals.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Hoover, to approve Item 1 as presented. A vote was taken, and the motion passed 6-0, with Mayor Porter, Councilman Duke, Councilman Strang,

Councilman Pickens, Councilman Hoover, and Mayor *Pro Tem* Mulliqi voting for, and Councilman Williams absent.

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

Mayor Porter provided additional information regarding the property tax rate increase.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Hoover, to approve Item 2 as presented. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

3. Hold a Public Hearing on the proposed tax rate of \$0.596554 per \$100 assessed valuation for fiscal year 2026-2027 and provide all interested persons an opportunity to be heard, either for or against the tax rate.

Public Hearing

Mayor Porter opened the public hearing on Item 3 at 7:00 p.m. and asked anyone present who wished to address Council to come forward.

Christine Walk addressed the Council, speaking in opposition to the tax rate increase

Aleksandra Rolfson addressed the Council, questioning city spending and neighborhood park maintenance costs, and expressed concerns about tax impacts.

City Secretary Storm stated that two comment forms from individuals unable to attend the meeting in person were shared with Council before the meeting.

Mayor Porter closed the public hearing at 7:08 p.m.

Council Action

No action required.

4. Consider, and act upon, Ordinance No. 2026-41 fixing the ad valorem tax rate/levy for the Tax Year 2026 and Budget Year 2026-2027 at \$0.596554 per \$100 assessed valuation.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Duke, to move that the property tax rate be increased by the adoption of a tax rate of 0.596554, which is effectively a 7.44 percent increase in the tax rate. A vote was taken, and the motion passed 6-0, with Mayor Porter, Councilman Duke, Councilman Strang, Councilman Pickens, Councilman Hoover, and Mayor *Pro Tem* Mulliqi voting for, and Councilman Williams absent.

5. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Agricultural and Commercial Corridor (AG and CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 25.484 acres to allow for a wholesale retail development with minor automobile repair for tire and battery services with a motor vehicle fueling station use on Lot 1, Block A of WEDC Retail and Commercial Corridor development on Lot 2, Block A of WEDC Retail. Property generally located at 2002 W. FM 544 (ZC 2026-10).

Staff Comments

Community Services Director Haskins presented this item and answered questions from Council.

Public Hearing

Mayor Porter opened the public hearing on Item 5 at 7:18 p.m. and asked anyone present who wished to address Council to come forward.

James Suttles, Bob Ollry, and Jacki Tobar all addressed the Council in favor of the Item.

Andres Pena Jr. addressed the Council speaking in opposition of the Item.

City Secretary Storm stated that one comment form from an individual unable to attend the meeting in person was shared with Council before the meeting.

Mayor Porter closed the public hearing at 7:32 p.m.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Item 5 as presented. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

RECESS CITY COUNCIL

Mayor Porter recessed the Council at 7:41 p.m.

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

Board Chair Porter called to order the Parks and Recreation Facilities Development Corporation (4B) meeting at 7:49 p.m. The following Board Members were present: Board Member Matthew Porter, Board Member David R. Duke, Board Member Sid Hoover, Board Member Tarah Harrison, Board Member Richard Miller, and Board Member Auston Foster. Board Member Scott Williams was absent.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address the Board 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. The Board requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, the Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

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

REGULAR AGENDA

1. **Consider, and act upon, approval of February 10, 2026 Special Wylie Parks and Recreation Facilities Development Corporation (4B) meeting minutes.**

Board Action

A motion was made by Board Member Duke, seconded by Board Member Hoover, to approve Item 1 as presented. A vote was taken, and the motion passed 6-0, with Board Member Scott Williams absent.

2. **Consider, and act upon, the appointment and/or reappointment of the Wylie Parks and Recreation Facilities Development Corporation (4B) Officers and appoint a Chair and Vice Chairman from its board members for a term beginning January 1, 2027 and ending December 31, 2029.**

Board Action

A motion was made by Board Member Porter, seconded by Board Member Harrison, to appoint Board Member Porter as Chairman and Board Member Miller as Vice Chairman; and the City Manager or Acting City Manager as President; Deputy City Manager or Acting Deputy City Manager as Vice-President; Finance Director as Treasurer,

and City Secretary as Secretary of the Wylie Parks and Recreation Facilities Development Corporation (4B) for a term beginning January 1, 2027 and ending December 31, 2029. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

3. Consider, and act upon, approval of the FY 2026-2027 4B Budget and authorize expenditures for the FY 2026-2027 Community Services Facilities Capital Improvement Plan.

Board Action

A motion was made by Board Member Duke, seconded by Board Member Miller, to approve Item 3 as presented. A vote was taken, and the motion passed 6-0, with Board Member Williams absent.

ADJOURNMENT 4B BOARD

With no other business, Chair Porter adjourned the Parks and Recreation Facilities Development Corporation (4B) meeting at 7:56 p.m.

RECONVENE INTO REGULAR SESSION

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

WORK SESSION

Mayor Porter convened the Council into a Work Session at 8:00 p.m.

WS1. Discuss the rezoning of property generally located at 1751 McMillen Road.

Community Services Director Haskins addressed the Council, stating the applicant is proposing an amendment to the Planned Development to remove the concurrency requirements for age-restricted development. The applicants, Mr. Ricardo Bernot, representing Kimley-Horn, and Don Ping, representing Ping Interest, stated that the development would include a three-story apartment building, multiplex, an assisted living/memory care facility, and single-family residential homes on 5,000-square-foot lots.

Council expressed opposition to removing the concurrency clause and expressed a willingness to adjust the concurrency timeline if strict guardrails were established to guarantee the restricted over-55 age development. The Council gave direction to the applicant for a single-family development with no rental units on 5,000-square-foot lots.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 8:35 p.m.

EXECUTIVE SESSION

Mayor Porter stated that the City Council would not convene under Section 551.071 as the city attorney was not present but could be reached by phone if needed.

Mayor Porter convened the Council into Executive Session at 8:40 p.m.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

If A governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

- (A) pending or contemplated litigation; or
- (B) a settlement offer; or
- (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

ES1. Discuss City Manager's Contract.

ES2. Selection of search firm to assist with search for City Manager.

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.

ES3. City Manager.

ES4. Discuss the employment/appointment of the Associate Municipal Court Judge.

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.

ES5. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Brown, FM 1378/Park, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Brown, and State Hwy 78/Skyview.

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).

ES6. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2022-10d, 2023-1c, 2024-12c, 2025-4a, 2025-10f, 2026-2l, 2026-3e, 2026-4b, and 2026-5j.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 11:08 p.m.

READING OF ORDINANCES

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

Deputy City Secretary Bradley read the captions of Ordinance Nos. 2026-38, 2026-39, 2026-40, and 2026-41 into the official record.

ADJOURNMENT

A motion was made by Councilman Duke, seconded by Councilman Pickens, to adjourn the meeting at 11:11 p.m. A vote was taken, and the motion passed 6-0, with Councilman Williams absent.

Matthew Porter, Mayor**ATTEST:**

Mary Bradley, Deputy City Secretary



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2025-2026	CURRENT MONTH ACTUAL 2025-2026	YTD ACTUAL 2025-2026	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
GENERAL FUND REVENUE SUMMARY					
TAXES	48,362,681	1,090,609	45,222,046	93.51%	A
FRANCHISE FEES	3,056,091	121,178	2,534,252	82.92%	B
LICENSES AND PERMITS	787,000	72,764	837,380	106.40%	
INTERGOVERNMENTAL REV.	4,142,845	591,485	3,110,798	75.09%	C
SERVICE FEES	7,054,326	593,861	6,623,301	93.89%	D
COURT FEES	368,800	45,233	500,187	135.63%	
INTEREST INCOME	1,190,864	76,135	861,108	72.31%	E
MISCELLANEOUS INCOME	359,060	14,242	419,472	116.83%	
OTHER FINANCING SOURCES	3,003,910	15,250	3,140,566	104.55%	F
REVENUES	68,325,577	2,620,756	63,249,110	92.57%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	929,417	NA	NA	NA	G
TOTAL REVENUES	69,254,994	2,620,756	63,249,110	91.33%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	111,062	8,502	94,175	84.80%	
CITY MANAGER	1,545,747	116,112	1,320,583	85.43%	
CITY SECRETARY	669,388	39,910	480,039	71.71%	
CITY ATTORNEY	300,000	17,209	162,594	54.20%	
FINANCE	1,601,682	97,081	1,412,054	88.16%	
FACILITIES	1,177,053	128,259	1,009,744	85.79%	
MUNICIPAL COURT	713,524	51,797	590,609	82.77%	
HUMAN RESOURCES	978,757	63,200	821,277	83.91%	
PURCHASING	378,978	25,744	312,266	82.40%	
INFORMATION TECHNOLOGY	2,783,164	181,513	2,407,832	86.51%	
POLICE	17,595,116	1,400,836	15,092,132	85.77%	
FIRE	15,311,696	1,053,965	13,202,844	86.23%	
EMERGENCY COMMUNICATIONS	3,294,437	144,583	2,052,886	62.31%	
ANIMAL CONTROL	989,282	82,744	761,019	76.93%	
EMERGENCY MEDICAL SERVICES	3,068,881	214,242	2,629,367	85.68%	
PLANNING	460,144	33,228	379,767	82.53%	
BUILDING INSPECTION	624,177	46,515	505,047	80.91%	
CODE ENFORCEMENT	378,306	31,462	275,432	72.81%	
STREETS	4,977,787	560,638	3,934,575	79.04%	
PARKS	2,651,579	187,018	1,979,537	74.66%	
LIBRARY	2,875,161	227,943	2,462,694	85.65%	
COMBINED SERVICES	6,747,372	781,440	5,343,294	79.19%	
TOTAL EXPENDITURES	69,233,290	5,493,939	57,229,766	82.66%	
REVENUES OVER/(UNDER) EXPENDITURES	21,704	-2,873,183	6,019,345	8.67%	
A. Property tax payments are at 100% for fiscal year 2025-26 compared to 99.44% for same time last year. Sales tax is on a 2 month lag and nine months have been received. Sales tax is at 2.04% growth compared to last fiscal year. B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority. FEC yearly payment has been received. C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements which are billed quarterly and Fire Services which are billed quarterly and annually. D. Service Fees: Trash fees billed in October are applicable towards FY 2024-25 revenue and ten months have been received. The remaining fees are from other seasonal fees. Transport/Medical Fees are over 100% of \$1.8 million budget. E. Interest Rates have gone down since budget was developed in June 2025. F. Yearly transfer from Utility Fund. G. Largest Carry Forward items: \$257,314 for Hail Damage Vehicle Repair, \$317,939 for Armored Vehicle, \$160,000 for Striping of Country Club, \$107,900 for 2023 TXDOT HSIP FM544 Program Signals and Lights, \$123,208 Dump Truck. The Armored Vehicle will be carried forward to Fiscal Year 2027.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

August 31, 2026

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2025-2026	CURRENT MONTH ACTUAL 2025-2026	YTD ACTUAL 2025-2026	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	33,948,189	3,225,116	27,050,793	79.68%	H
INTEREST INCOME	1,138,074	103,886	1,026,018	90.15%	I
MISCELLANEOUS INCOME	70,000	1,900	73,204	104.58%	
OTHER FINANCING SOURCES				0.00%	
REVENUES	35,156,263	3,330,902	28,150,015	80.07%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	117,464	NA	NA	NA	J
TOTAL REVENUES	35,273,727	NA	28,150,015	79.80%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	832,297	48,173	638,679	76.74%	
UTILITIES - WATER	3,571,039	211,017	2,140,879	59.95%	
CITY ENGINEER	1,580,208	60,466	794,312	50.27%	K
UTILITIES - SEWER	2,611,123	221,269	1,664,545	63.75%	
CUSTOMER SERVICE	2,202,755	119,071	1,827,170	82.95%	
COMBINED SERVICES	24,138,199	3,157,967	22,122,752	91.65%	L
TOTAL EXPENDITURES	34,935,621	3,817,963	29,188,337	83.55%	
REVENUES OVER/(UNDER) EXPENDITURES	338,105	-487,061	-1,038,323	-3.74%	
H. Most Utility Fund Revenue billed in October was applicable to FY 2024-25. Only ten months have been received. Largest water usage is in the summer.					
I. Interest Rates have gone down since the budget was developed in June 2025, but fund balance is larger than expected so interest is on target.					
J. Largest Carry Forward items: \$40,337 Dogwood Waterline Replacement Design, \$27,247 Stormwater Fee Study, \$90,000 SCADA Upgrades					
K. Hilltop Briarwood waterline design has not been started - \$280,000 and will be carried forward to Fiscal Year 2027.					
L. Annual transfer to the General Fund.					



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2025-2026 Investment Report

August 31, 2026

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	\$18,513,824.92	MMA	3.6775%	Texpool	12/31/2006	NA
2	\$40,200,186.35	MMA	3.6561%	TexStar	3/15/2011	NA
	\$58,714,011.27					

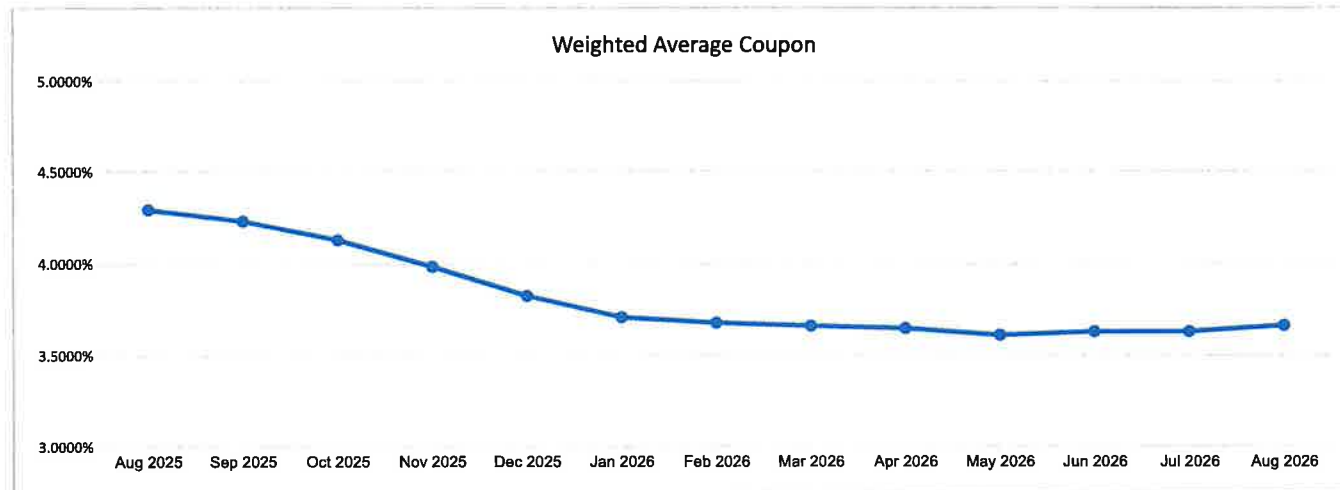
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

3.6628%
1.00

Money Markets:
Certificates of Deposits:

\$58,714,011.27
\$0.00
\$58,714,011.27



Melina Buewer 9-10-26
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: HR **Account Code:** Various
Prepared By: Jennifer Beck

Subject

Consider, and act upon, Modification No. 5 to Wylie Contract #W2021-76-A for Employee Medical, Dental and Rx Benefits with Cigna Health and Life Insurance Company in an estimated amount of \$645,131.00; and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The City received its renewal from CIGNA for the 2026-2027 plan year. For the medical plan, the overall rate increased by 12%. For the dental plan, the overall rate increased by 7.5%. For the medical plan, the City has retained the previous year's PPO and HDHP/HSA plan options.

Staff recommends approval of Modification No. 5 to Wylie agreement #W2021-76-A with Cigna Health and Life Insurance Company which will increase the overall annual expenses by approximately \$645,131.00 as providing the best overall value to the City. This modification is the last renewal for employee medical, dental and Rx benefits.



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-42 for a change in zoning from Agricultural and Commercial Corridor (AG and CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 25.484 acres to allow for a wholesale retail development with minor automobile repair for tire and battery services, with a motor vehicle fueling station use on Lot 1, Block A of WEDC Retail and Commercial Corridor development on Lot 2, Block A of WEDC Retail. Property generally located at 2002 W. FM 544 (ZC 2026-10).

Recommendation

Motion to approve the Item as presented.

Discussion

On September 8, 2026 the City Council approved the writing of an ordinance for a change in zoning from Agricultural and Commercial Corridor (AG and CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 25.484 acres to allow for a wholesale retail development with minor automobile repair for tire and battery services, with a motor vehicle fueling station use on Lot 1, Block A of WEDC Retail and Commercial Corridor development on Lot 2, Block A of WEDC Retail. Property is generally located at 2002 W. FM 544 (ZC 2026-10).

Final approval of Zoning Case 2026-10 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

ORDINANCE NO. 2026-42

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2026-10, FOR A CHANGE IN ZONING FROM AGRICULTURAL AND COMMERCIAL CORRIDOR (AG & CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP) ON 25.484 ACRES TO ALLOW FOR A WHOLESALE RETAIL DEVELOPMENT WITH MINOR AUTOMOBILE REPAIR FOR TIRE AND BATTERY SERVICES WITH A MOTOR VEHICLE FUELING STATION USE ON LOT 1, BLOCK A OF WEDC RETAIL AND COMMERCIAL CORRIDOR DEVELOPMENT ON LOT 2, BLOCK A OF WEDC RETAIL; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described properties a new zoning classification of Commercial Corridor - Special Use Permit (CC-SUP) (Lot 1) and Commercial Corridor (CC) (Lot 2), said properties being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

SECTION 2: That a Zoning Exhibit and Development Standards are an integral component of the development of the property and are attached as Exhibit B and Exhibit C.

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

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

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

SECTION 6: Should any paragraph, sentence, subdivision, clause, phrase or section of this

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 22nd day of September, 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: October 1, 2026, in *The Wylie News*

GENERAL NOTES:

1. 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.

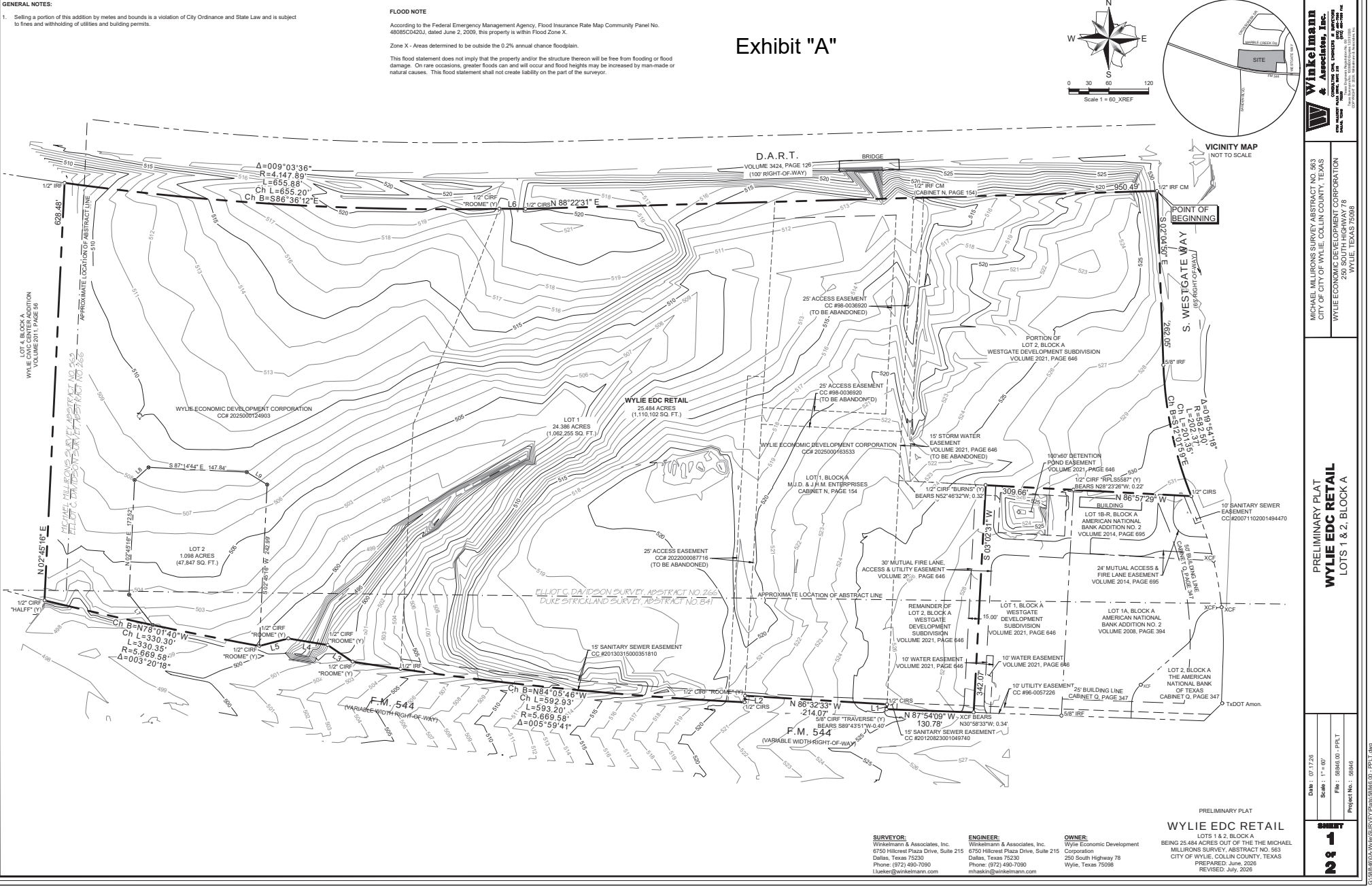
FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48085C4201, dated June 2, 2005, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Exhibit "A"



Winkelmann & Associates, Inc.
Surveyors
1000 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75200
Phone: (972) 490-7090
Fax: (972) 490-7090
www.winkelmanna.com

MICHAEL MILLIRONS SURVEY ABSTRACT NO. 563
CITY OF WYLIE, COLLIN COUNTY, TEXAS
WYLIE ECONOMIC DEVELOPMENT CORPORATION
250 SOUTH HIGHWAY 78
WYLIE, TEXAS 75098

PRELIMINARY PLAT
WYLIE EDC RETAIL
LOTS 1 & 2, BLOCK A

Date: 07/17/26
Scale: 1" = 60'
File: 88443.00 - P.L.T.
Project No.: 88443

WYLIE EDC RETAIL
LOTS 1 & 2, BLOCK A
BEING 25.484 ACRES OUT OF THE MICHAEL
MILLIRONS SURVEY, ABSTRACT NO. 563
CITY OF WYLIE, COLLIN COUNTY, TEXAS
PREPARED: June, 2026
REVISED: July, 2026

C:\Users\ADMIN\Documents\88443.00 - P.L.T.dwg

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, Wylie Economic Development Corporation, being the sole owners of a tract of land situated on the MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563, in the City of Wylie, Collin County, Texas, in the City of Wylie, Collin County, Texas, being all of a tract of land described in deed to Kates Group, Inc. as recorded in County Clerk's Instrument No. 2020427438, Official Public Records, Collin County, Texas, all of a tract of land described in deed to L.M.B. as recorded in County Clerk's Instrument No. 202500007604, Official Public Records, Collin County, Texas, all of Lot 2, Block A, Westgate Development Subdivision, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2021, Page 648, Official Public Records, Collin County, Texas, all of a tract of land described in deed to Wylie Economic Development Corporation as recorded in County Clerk's Instrument No. 202500163533, Official Public Records, Collin County, Texas, all of Lot 1, Block A, M.J.D. & J.H.M. Enterprises as recorded in Cabinet N, Page 154, Official Public Records, Collin County, Texas, all of a tract of land described in deed to Wylie Realty Investments, L.L.C. as recorded in County Clerk's Instrument No. 202200008717, Official Public Records, Collin County, Texas, and all of a tract of land described in deed to Wylie Economic Development Corporation as recorded in County Clerk's Instrument No. 2025000124903, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the intersection of the West right-of-way of S. Westgate Way, a 65-foot right-of-way with the South line of a tract of land described in deed to D.A.R.T. (Dallas Area Rapid Transit) as recorded in Volume 3424, Page 126, Deed Records, Collin County, Texas, said point being the most Northerly Northeast corner of said Lot 2, Block A of said Westgate Development Subdivision;

THENCE South 02 degrees 04 minutes 50 seconds East, departing said South line and along the West right-of-way of S. Westgate Way, a distance of 202.05 feet to a 5/8-inch iron rod found for corner and the beginning of a curve to the left having a radius of 592.50 feet, a central angle of 19 degrees 54 minutes 18 seconds, a chord bearing of South 12 degrees 01 minutes 59 seconds East and a chord length of 201.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said point being the Northeast corner of Lot 1B, Block A, American National Bank Addition No. 2, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 895, Official Public Records, Collin County, Texas;

THENCE North 86 degrees 57 minutes 29 seconds West, departing the West right-of-way of said S. Westgate Way and along the North line of said Lot 1B, Block A, at a distance of 177.42 feet passing a point to the Northwest corner of said Lot 1B, Block A, the Northeast corner of Lot 1, Block A of said Westgate Development Subdivision from which a 1/2-inch iron rod with yellow plastic cap stamped "RPL35587" found bears North 28 degrees 23 minutes 26 seconds West, a distance of 0.22 feet, in all a total distance of 339.35 feet to a point for the Northwest corner of Lot 1, Block A of said Westgate Development Subdivision and the Northeast corner of said L.M.B. Partnership, Ltd. tract from which a 1/2-inch iron rod with yellow plastic cap stamped "BURNS" bears North 52 degrees 46 minutes 32 seconds West, a distance of 0.32 feet;

THENCE South 03 degrees 02 minutes 31 seconds West, departing the North line and along the West line of said Lot 1, Block A and along an East line of said L.M.B. Partnership, Ltd. tract, a distance of 342.07 feet to a point for corner from which an "X" cut in concrete found bears North 30 degrees 58 minutes 53 seconds West, a distance of 0.34 feet, said point being situated on the North right-of-way of F.M. 544, a variable width right-of-way;

THENCE departing the East line of said L.M.B. Partnership, Ltd. tract, along the North right-of-way of F.M. 544, the following courses and distances:

North 87 degrees 54 minutes 09 seconds West, a distance of 130.78 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "TRAVERSE" found bears South 89 degrees 43 minutes 51 seconds West, a distance of 0.40 feet;

North 03 degrees 01 minutes 08 seconds East, a distance of 7.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 88 degrees 32 minutes 33 seconds West, a distance of 214.07 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner;

South 85 degrees 27 minutes 27 seconds West, a distance of 9.85 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a non-tangent curve to the right having a radius of 5,869.58 feet, a central angle of 05 degrees 59 minutes 41 seconds, a chord bearing of North 84 degrees 05 minutes 48 seconds West and a chord length of 592.93 feet;

Along said non-tangent curve to the right, an arc distance of 593.20 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner;

North 56 degrees 15 minutes 23 seconds West, a distance of 45.13 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner;

North 80 degrees 31 minutes 18 seconds West, a distance of 60.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner;

South 75 degrees 26 minutes 26 seconds West, a distance of 45.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner, said point being the beginning of a non-tangent curve to the right having a radius of 5,668.58 feet, a central angle of 03 degrees 20 minutes 18 seconds, a chord bearing of North 78 degrees 01 minutes 40 seconds West and a chord length of 330.30 feet;

Along said non-tangent curve to the right, an arc distance of 330.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFP" found for the Southwest corner of a tract of land (Tract II) as described in deed to the City of Wylie, Texas as recorded in County Clerk's Instrument No. 200500900178658, Official Public Records, Collin County, Texas, the Southeast corner of Lot 4, Block A, Wylie Civic Center Addition, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2011, Page 56, Official Public Records, Collin County, Texas, and the Southwest corner of a tract of land described in deed to Wylie Economic Development Corporation as recorded in County Clerk's Instrument No. 2025000124903, Official Public Records, Collin County, Texas;

THENCE North 02 degrees 45 minutes 16 seconds East, departing the North right-of-way of said F.M. 544, along the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract and the West line of said Wylie Economic Development Corporation tract, a distance of 628.48 feet to a 1/2-inch iron rod found for corner, said point being the Northeast corner of said Lot 4, Block A, Wylie Civic Center Addition and said City of Wylie, Texas (Tract III) tract and the Northwest corner of said Wylie Economic Development Corporation tract on the South line of said D.A.R.T. tract, said point being the beginning of a non-tangent curve to the left having a radius of 4,147.89 feet, a central angle of 09 degrees 03 minutes 36 seconds, a chord bearing of South 86 degrees 36 minutes 12 seconds East and a chord length of 655.20 feet;

THENCE departing the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract, along the North line of said Wylie Economic Development Corporation tract and the South line of said D.A.R.T. tract, the following courses and distances:

Along said non-tangent curve to the left, an arc distance of 655.88 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOMIE" found for corner, said iron rod being the Northeast corner of said Wylie Economic Development Corporation tract and the Northwest corner of a tract of land described in deed to Wylie Realty Investments, L.L.C. as recorded in County Clerk's Instrument No. 202200008717, Official Public Records, Collin County, Texas;

South 89 degrees 34 minutes 09 seconds East, a distance of 39.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 88 degrees 22 minutes 31 seconds East, continuing along the North line of said Wylie Economic Development Corporation tract and the South line of said D.A.R.T. tract, a distance of 550.48 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 25.484 acres or 1,110,102 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of May, 2026, utilizing a G.P.S. bearing related to the Texas North Central Zone (4202), NAD 83, grid values from the GeoHack VRS network.

OWNERS DEDICATION

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, Wylie Economic Development Corporation, do hereby bind themselves and their heirs, assigns and successors to file this plat designating the hereinabove described property as Wylie EDC Retail, Lot 1 & 2, Block A, an addition to the City of Wylie, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these

easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

That the undersigned do hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus, the maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The Fire Marshal or his duly authorized representative or the Chief of Police or his duly authorized representative is hereby authorized to cause such fire lane and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

WITNESS, my hand, this _____ day of _____, 2026.

BY: Wylie Economic Development Corporation

Signatory for Wylie Economic Development Corporation

Printed Name and Title

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed. Given under my hand and seal of office, this ____ day of _____, 2026.

Notary Public in and for the State of Texas

My Commission Expires On:

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard J. Lueker, do hereby certify, that I have prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Wylie Planning and Zoning Commission.

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

Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration #5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Dr. #325
Dallas, Texas 75230
972490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LEONARD J. LUEKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This _____ day of _____, 2026.

Notary Public in and for the State of Texas

My Commission Expires:

"Recommended for Approval"

Chairman, Planning & 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 final plat of the Wylie EDC Retail subdivision or addition to the City of Wylie was submitted to the City Council on the _____ day of _____, 2026, 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., 2026.

City Secretary
City of Wylie, Texas

Winkelmann & Associates, Inc.
Surveyors
10000 W. Highway 78, Suite 200
Wylie, Texas 75098
972-490-7090
www.winkelmann.com

MICHAEL MILLIRONS SURVEY ABSTRACT NO. 563
CITY OF WYLIE, COLLIN COUNTY, TEXAS
WYLIE ECONOMIC DEVELOPMENT CORPORATION
250 SOUTH HIGHWAY 78
WYLIE, TEXAS 75098

PRELIMINARY PLAT
WYLIE EDC RETAIL
LOTS 1 & 2, BLOCK A

Date : 07/17/26
Scale : N/A
File : 88443.00 - PPLT
Project No. : 88443

SUBMIT
2

PRELIMINARY PLAT

WYLIE EDC RETAIL

LOTS 1 & 2, BLOCK A

BEING 25.484 ACRES OUT OF THE MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563 CITY OF WYLIE, COLLIN COUNTY, TEXAS
PREPARED: June, 2026
REVISED: July, 2026

SURVEYOR:

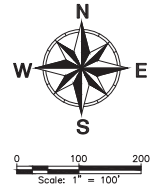
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
Phone: (972) 490-7090
l.lueker@winkelmann.com

ENGINEER:

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
Phone: (972) 490-7090
mhaskin@winkelmann.com

OWNER:

Wylie Economic Development Corporation
250 South Highway 78
Wylie, Texas 75098

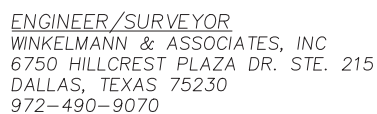


SITE INFORMATION:

BUILDING INFORMATION
BUILDING HEIGHT - 29' 6"
STORIES - 1
MATERIAL: IC72 METAL PANEL, MASONRY,
CAST-IN-PLACE CONCRETE

CLOSING DATE:	09/29/26
START GRADING:	11/09/26
START BUILDING:	03/29/27
OPENING DATE:	08/06/27

SITE COVERAGE IS APPROXIMATELY 70%
THE SITE IS NOT WITHIN ANY FEMA FLOOD AREA



ARCHITECT
WARE MALCOMB
3090 NOWITZKI DRIVE, SUITE 300
DALLAS, TEXAS 75219
281-954-2514 X1714

OWNER
WYLIE ECONOMIC DEVELOPMENT CORPORATION
250 SOUTH HWY 78
WYLIE, TEXAS 75098
972-442-7901

SP-01

SITE PLAN

**NWC W FM544 & S WESTGATE WAY,
WYLIE, TX 75098**

07-17-2026



**Winkelmann
& Associates, Inc.**

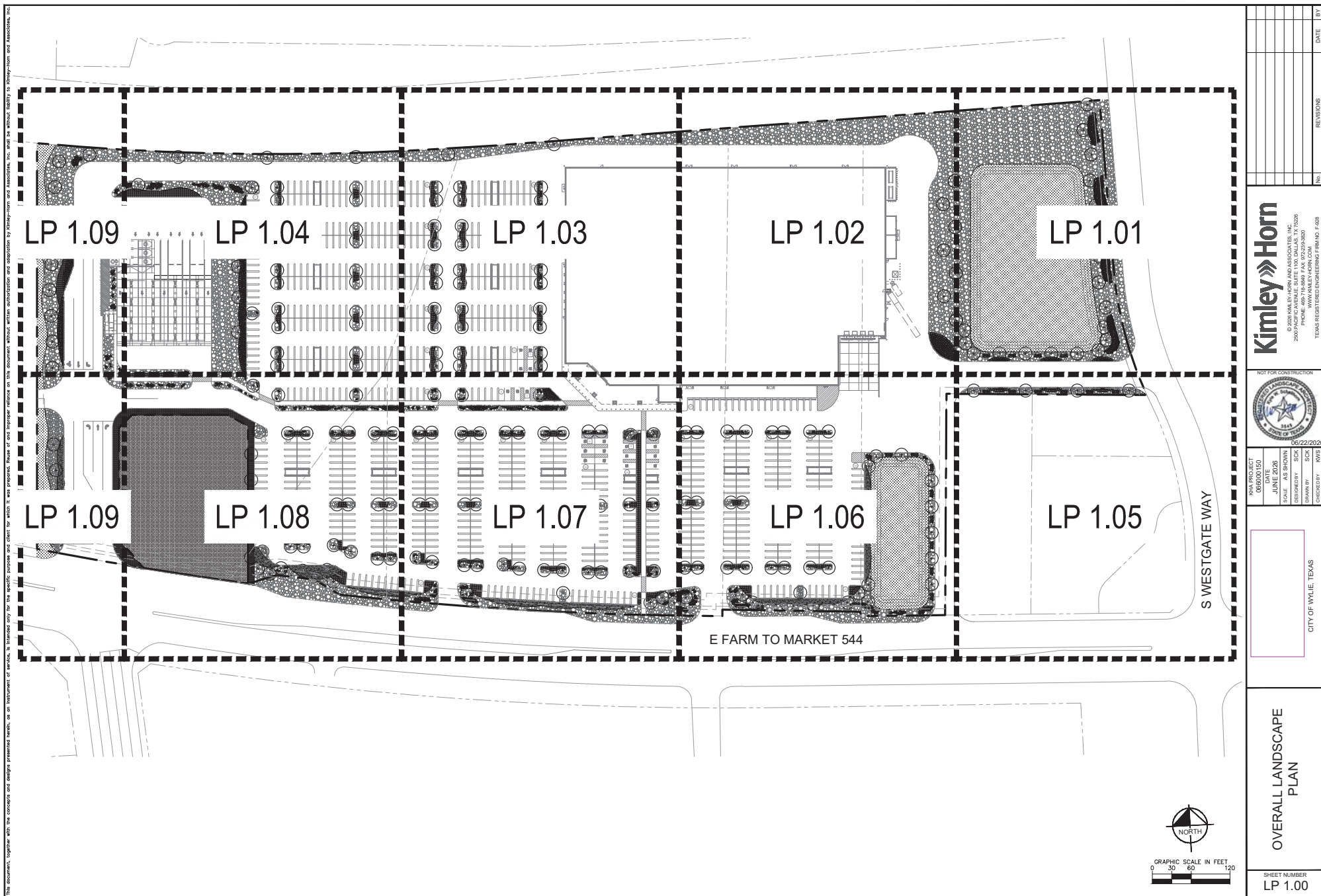
COOK COUNTY CIVIL ENGINEERS ■ HUNTSVILLE
 8700 HILLCREST AVE. SUITE 210
 HUNTSVILLE, AL 35894-3605
 PHONE: (205) 491-7000 FAX: (205) 491-7009
 E-MAIL: info@winkelmann.com
 WWW: www.winkelmann.com
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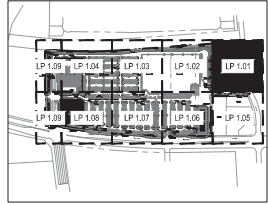
No.	DATE	REVISION
1.	07/15/2026	REVISION TO SITE PLAN
2.		
3.		
4.		
5.		
6.		

MH

APPROVAL

LAST SAVED BY: PPRM 04/17/2008





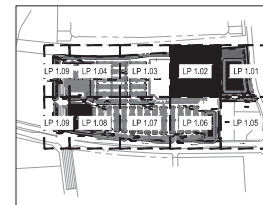
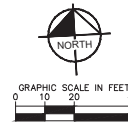
NOTE: CONTRACTOR TO SEED TO LIMITS OF DISTURBANCE

SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE

[illegible]

CITY OF WYLIE, TEXAS

SHEET NUMBER
LP 1.01



City of Wylie, TX - Landscape Data Table		REQUIRED	PROVIDED
WY 010: 24.39 AC (1,062,682 sq.) - ZONE C CC			
Cap of Wylie - Development Code			
Section 4.2 - Nonresidential Design Standards			
Landscape in Required Varies (Base Standard)			
(1) At Least thirty (20) percent of the site shall be landscaped.		212,506 SF	212,536 SF
1,062,682 SF * 20% = 222,136 SF			
(2) Landscaping is required in the front yard.	Yes	Yes	Yes
(3) Landscaping is required in the side and rear yards, adjacent to, or across the street from residential.	Yes	Yes	Yes
Landscape in Required Varies (Desirable Design Attribute)			
(2) Landscaping in side and rear yard not otherwise required.	Yes	Yes	Yes
Landscape of Parking Lots (Base Standard)			
(1) All site plans with required parking more than twelve (12) spaces are required to have 50 square feet (SF) of landscape area for each parking space.		44,300 SF	65,285 SF
886 Stalls * 50 SF = 44,300 SF			
(2) No parking space shall be further than sixty (60) feet from a landscaped area on site.	Yes	Yes	Yes
(3) Parking rows twelve (12) spaces or larger shall have landscaped islands at the ends.	Yes	Yes	Yes
(4) All parking rows shall have landscaped areas at least every twelve (12) spaces.	Yes	Yes	Yes
Landscape of Parking Lots (Desirable Design Attribute)			
(2) Parking lots with no space further than forty (40) feet from a landscaped area.	Yes	Yes	Yes
(3) Landscaping pedestrian destination to main entrance.	Yes	Yes	Yes
Visual Screening (Base Standard)			
(1) Required screening in strip at least (3) feet wide, plants three (3) feet in height when planted, include on flowering tree for every twenty (20) linear feet of area.	Yes	Yes	Yes
Landscape at Street Frontages (Base Standard)			
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	10 Landscape Buffer
E Form to Market 544: 12,440.97' * 50% = 6,220.44 SF	6,220 SF	7,451 SF	
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	10 Landscape Buffer
G Westgate Way: 4,130.81' * 50% = 2,065.41 SF	2,065 SF	3,096 SF	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.	12 Trees	12 Trees	
G Westgate Way: 409.6 LF / 35 LF = 11.7 Trees			
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.	24 Trees	24 Trees	
E Form to Market 544: 1,009.54 LF / 40 LF = 25.24 Trees			
(3) Trees must be at least three (3) inches in caliper, measured at a point twelve (12) inches above grade.	Yes	Yes	Yes
(4) Nonresidential development shall provide a four (4) foot minimum landscaping concrete public walkway around the development perimeter when adjacent to a public thoroughfare.	4 Foot Concrete Walkway	4 Foot Concrete Walkway	4 Foot Concrete Walkway
Landscape at Street Frontages (Desirable Design Attribute)			
(1) At least six (6) percent of the required front yard, excluding any access drives,	Yes	Yes	Yes

PLANT SCHEDULE			NOTE: CONTRACTOR TO KEEP TO LIMITS OF DISTURBANCE (SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE)		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES					
	CT	CANOPY TREE / CANOPY TREE		RM1	LARGE ROCK MULCH
				RM2	SMALL ROCK MULCH
SHRUBS					
	AS	SMALL SHRUB		SEED1	HYDRANGEA
	MS	MEDIUM SHRUB		S00	500
	SS	SCREENING SHRUB		AT	ARTIFICIAL TURF
	LS	LARGE SHRUB		SE	STEEL EDGING
				LB1	LARGE LANDSCAPE BOULDER
				LB2	SMALL LANDSCAPE BOULDER

NOTE: CONTRACTOR TO SEED TO LIMITS OF DISTURBANCE
SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE

Kimley»Horn



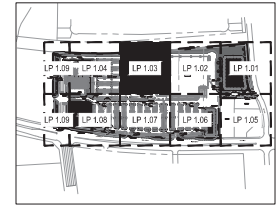
KHA PROJECT	DATE	SCALE	AS SHOWN
066000150	JUNE 2026	DESIGNED BY	SCK
		DRAWN BY	SCK

100

LANDSCAPE PLAN

SHEET NUMBER
LP 1.02

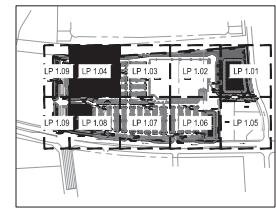
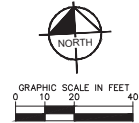
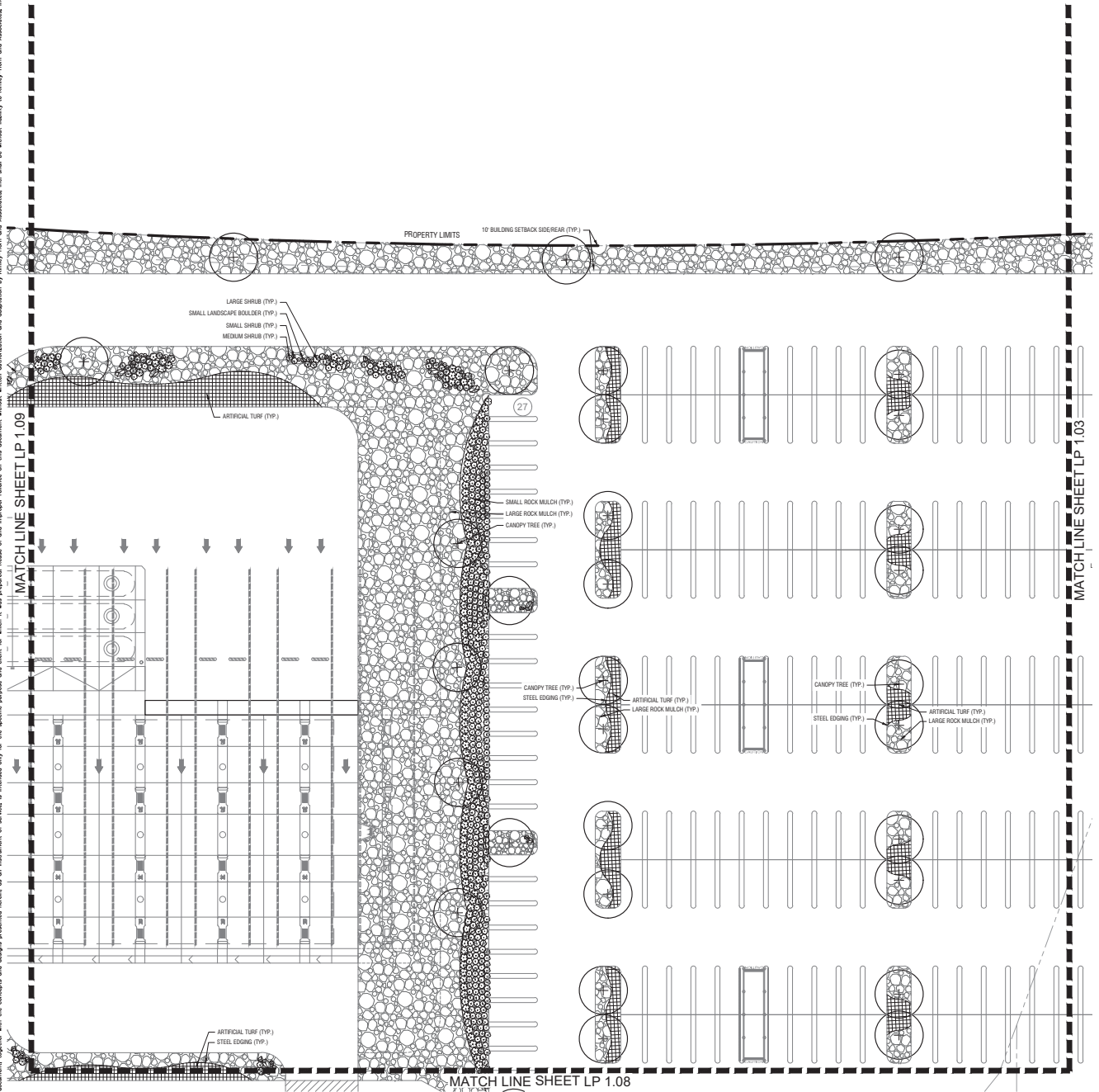
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PLANT SCHEDULE			SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES					
	CT	CANOPY TREE / CANOPY TREE		GROUND COVERS	
				RM1	LARGE ROCK MULCH
				RM2	SMALL ROCK MULCH
				SEED2	OUT PARCEL SEED
SHRUBS					
	AS	SMALL SHRUB		SEED1	HYDROSEED
	MS	MEDIUM SHRUB		SOD	SOD
	SS	SCREENING SHRUB		AT	ARTIFICIAL TURF
	LS	LARGE SHRUB		SE	STEEL EDGING
				LB1	LARGE LANDSCAPE BOULDER
				LB2	SMALL LANDSCAPE BOULDER

SHEET NUMBER
LP 1.03

This document, together with the contract and design presented hereto, is an instrument of service, to be used only for the specific purpose and client for which it was prepared. Plans of and proper reliance on this document without written authorization and signature by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



City of Wylie, TX - Landscape Data Table		REQUIRED		PROVIDED	
TOTAL: 24.39 AC (1,062,682 SF) - ZONED CC					
City of Wylie - Development Code					
Section 4.3 - Nonresidential Design Standards					
Landscaping in Required Yards (Base Standard)					
(1) At Least Twenty (20) percent of the site shall be landscaped.					
1,062,682 SF * 20% = 212,536 SF		212,536 SF		212,536 SF	
(2) Landscaping is required in the front yard.		Yes		Yes	
(3) Landscaping is required in the side and rear yards, adjacent to, or across the street from residential.		Yes		Yes	
Landscaping in Required Yards (Desirable Design Attributes)		Yes		Yes	
(2) Landscaping in side and rear yards not otherwise required.					
Landscaping of Parking Lots (Base Standard)					
(1) All site plans with required parking more than twelve (12) spaces are required to have 50 square feet (SF) of landscaped area for each parking space.		44,300 SF		65,285 SF	
886 Stalls * 50 SF = 44,300 SF					
(2) No Parking space shall be further than sixty (60) feet from a landscaped area on site.		Yes		Yes	
(3) Parking rows twelve (12) spaces or larger shall have landscaped islands at the ends.		Yes		Yes	
(4) All parking rows shall have landscaped areas at least every twelve (12) spaces.		Yes		Yes	
Landscaping of Parking Lots (Desirable Design Attributes)					
(2) Parking lots with no space further than forty (40) feet from a landscaped area.		Yes		Yes	
(3) Landscaped pedestrian connection to main entrance.		Yes		Yes	
Visual Screening (Base Standard)					
(1) Required screening in strip at least five (5) feet wide, plants three (3) feet in height when planted, include on flowering tree for every twenty (20) linear feet of area.		Yes		Yes	
Landscaping of Street Frontages (Base Standard)					
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.		10' Landscape Buffer		10' Landscape Buffer	
E Farm to Market 544: 12,440.27 * 50% = 6,220.14 SF		6,220 SF		7,451 SF	
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.		10' Landscape Buffer		10' Landscape Buffer	
5 Westgate Way: 4,130.81 * 50% = 2,065.41 SF		2,065 SF		3,096 SF	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.		12 Trees		12 Trees	
5 Westgate Way: 409.6 LF / 35 LF = 11.7 Trees		24 Trees		24 Trees	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.		Yes		Yes	
E Farm to Market 544: 1,009.54 LF / 40 LF = 25.24 Trees		4 Foot Concrete Walkway		4 Foot Concrete Walkway	
(3) Trees must be at least three (3) inches in caliper, measured at a point twelve (12) inches above grade.					
(4) Nonresidential development shall provide a four (4) foot minimum meandering concrete public walkway around the development perimeter when adjacent to a public thoroughfare.					
Landscaping of Street Frontages (Desirable Design Attributes)					
(1) Use of rock walls or other natural landscape features.		Yes		Yes	

PLANT SCHEDULE			NOTE: CONTRACTOR TO SEED TO LIMITS OF DISTURBANCE SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES					
	CT	CANOPY TREE / CANOPY TREE		RM1	LARGE ROCK MULCH
	MS	MEDIUM SHRUB		RM2	SMALL ROCK MULCH
	SS	SCREENING SHRUB		SEED2	OUT PARCEL SEED
	LS	LARGE SHRUB		SEED1	HYDRANGEA
SHRUBS					
	AS	SMALL SHRUB		SOD	SOD
	MS	MEDIUM SHRUB		AT	ARTIFICIAL TURF
	SS	SCREENING SHRUB		SE	STEEL EDGING
	LS	LARGE SHRUB		LB1	LARGE LANDSCAPE BOULDER
				LB2	SMALL LANDSCAPE BOULDER

PROJECT NO. 2026-001

DATE: JUNE 2026

SCALE: AS SHOWN

DRAWN BY: SCA

CHECKED BY: WVS

06/22/2026

NOT FOR CONSTRUCTION

06/22/2026

LANDSCAPE PLAN

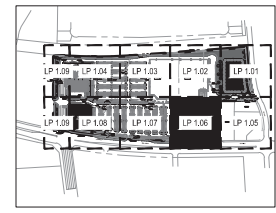
SHEET NUMBER LP 1.04

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2500 PACIFIC AVENUE, SUITE 1100 DALLAS, TX 75201
PH: 214.643.8800 FAX: 214.643.8803
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERS FIRM NO. 7-608

REVISIONS

DATE

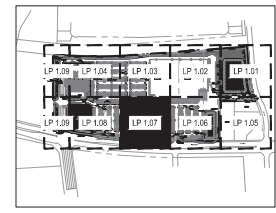
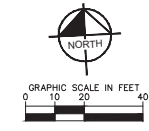
BY



PLANT SCHEDULE			NOTE: CONTRACTOR TO SEED TO LIMITS OF DISTANCE SEE SHEET L 2.00 FOR FULL PLANT SCHEDULE		
<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SYMBOL</u>	<u>CODE</u>	<u>BOTANICAL / COMMON NAME</u>
TREES					
	CT	CANOPY TREE / CANOPY TREE	GROUND COVERS		
				RM1	LARGE ROCK MULCH
				RM2	SMALL ROCK MULCH
				SEED2	OUT PARCEL SEED
				SEED1	HYDROSEED
SHRUBS					
	AS	SMALL SHRUB		SOD	SOD
	MS	MEDIUM SHRUB		AT	ARTIFICIAL TURF
	SS	SCREENING SHRUB			
	LS	LARGE SHRUB		SE	STEEL EDDING
				LB1	LARGE LANDSCAPE BOULDER
				LB2	SMALL LANDSCAPE BOULDER

LANDSCAPE PLAN

SHEET NUMBER
LP 1.06



City of Wylie - Landscape Data Table		REQUIRED	PROVIDED
TOTAL: 24.39 AC (1,062,682 sq.) - ZONED CC			
City of Wylie - Development Code			
Section 4.3 - Nonresidential Design Standards			
<u>Landscape in Required Yards (Base Standard)</u>			
(1) At least twenty (20) percent of the site shall be landscaped.		212,536 SF	212,536 SF
<u>1,062,682 SF * 20% = 212,536 SF</u>			
(2) Landscaping is required in the front yard.	Yes	Yes	Yes
(3) Landscaping is required in the side and rear yards, adjacent to, or across the street from residential.	Yes	Yes	Yes
<u>Landscape in Required Yards (Desirable Design Attribute)</u>			
(2) Landscaping in side and rear yard not otherwise required.	Yes	Yes	Yes
<u>Landscape in Parking Lots (Base Standard)</u>			
(1) All site plans with required parking more than twelve (12) spaces are required to have 50 square feet (SF) of landscaped area for each parking space.		44,300 SF	65,215 SF
<u>1680 Stars * 50 SF = 44,300 SF</u>			
(2) No Parking space shall be further than sixty (60) feet from a landscaped area on site.	Yes	Yes	Yes
(3) Parking row twelve (12) spaces or larger shall have landscaped islands at the ends.	Yes	Yes	Yes
(4) All parking rows shall have landscaped area at least every twelve (12) spaces.	Yes	Yes	Yes
<u>Landscape of Parking Lots (Desirable Design Attribute)</u>			
(2) Parking with no space further than thirty (40) feet from a landscaped area.	Yes	Yes	Yes
(3) Landscaped pedestrian connections to main entrance.	Yes	Yes	Yes
<u>Visual Screening (Base Standard)</u>			
(1) Required screening in strip at least five (5) feet wide, plants thirty (3) feet in height when planted, include on flowering tree for every eleven (20) linear feet of strip.	Yes	Yes	Yes
<u>Landscape of Street Frontages (Base Standard)</u>			
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	
(1) E Farm to Market 544: 12,440.27 * 50% = 6,220.14 SF	6,220 SF	7,451 SF	
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	
(5) Westgate Way: 4,130.81 * 50% = 2,065.41 SF	2,065 SF	3,096 SF	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.	12 Trees	12 Trees	
(5) Westgate Way: 409.6 F / 35 SF = 11.7 Trees	24 Trees	24 Trees	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.			
(1) E Farm to Market 544: 1,009.54 F / 40 LF = 25.24 Trees			
(2) Trees must be at least three (3) inches in caliper, measured at a point twelve (12) inches above grade.	Yes	Yes	Yes
(4) Nonresidential development shall provide a four (4) foot minimum measuring concrete public walkway around the development perimeter when adjoining to a public thoroughfare.	4 Foot Concrete Walkway	4 Foot Concrete Walkway	
<u>Landscape of Street Frontages (Desirable Design Attribute)</u>			
(1) Use of rock walls or other natural landscape features.	Yes	Yes	Yes

Kimley»»Horn

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2500 PACIFIC AVENUE, SUITE 1100, DALLAS, TX 75226
PHONE: 972-716-8849 FAX: 972-219-3820
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM NO. F-928

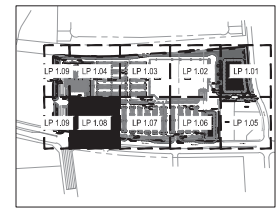


066000150	DATE
	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	SKK
DRAWN BY	SKK
CHECKED BY	KWS

CITY OF WYLIE, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
LP 1.07

[illegible]

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PHONE: 469.718.8849 FAX: 972.213.9200
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. 5,628

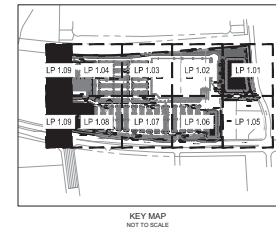
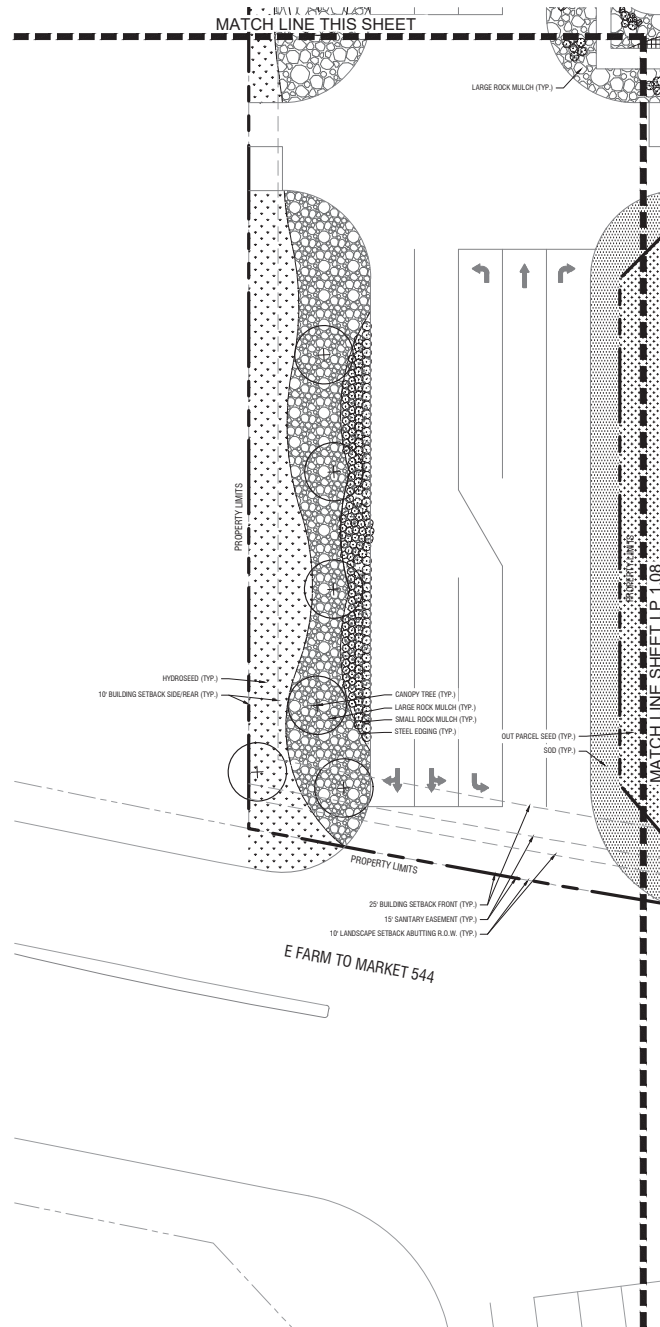


KHA PROJECT	DATE	SCALE	AS SHOWN
066000150	JUNE 2026	DESIGNED BY	SCK
		DRAWN BY	SCK
		CHECKED BY	KWS

CITY OF WYLIE, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
LP 1.08



City of Wylie - Land Use Data Table Total: 24.39 AC (1,062,682 sq.) - ZONED CC		REQUIRED	PROVIDED
City of Wylie - Development Code			
Section 4.3 - Nonresidential Design Standards			
<u>Landscaping in Required Yards (Base Standard)</u>			
(1) At least twenty (20) percent of the site shall be landscaped.	212,536 SF	212,536 SF	
1,062,682 SF *20% = 212,536 SF			
(2) Landscaping is required in the front yard.	Yes	Yes	
(3) Landscaping is required in the side and rear yards, adjacent to, or across the street from residential.	Yes	Yes	
<u>Landscaping in Required Yards (Desirable Design Attribute)</u>			
(2) Landscaping in side and rear yard not otherwise required.	Yes	Yes	
<u>Landscaping of Parking Lots (Base Standard)</u>			
(1) At least plants with required parking more than twelve (12) spaces are there have to have 50 square feet (SF) of landscaped area for each parking space.	44,300 SF	65,285 SF	
596,554 sq. ft. / 50 SF = 44,300 SF			
(2) No parking space shall be further than sixty (60) feet from a landscaped area on site.	Yes	Yes	
(3) Parking rows twelve (12) spaces or larger shall have landscaped islands at the ends.	Yes	Yes	
(4) All parking rows shall have landscaped areas at least every twelve (12) spaces.	Yes	Yes	
<u>Landscaping of Parking Lots (Desirable Design Attribute)</u>			
(2) Parking lots with no space further than 40' (40) feet from a landscaped area.	Yes	Yes	
(3) Landscaped pedestrian connection to main entrance.	Yes	Yes	
<u>Visual Screening (Base Standard)</u>			
(1) Required screening in strip at least five (5) feet wide, plants three (3) feet in height when planted, include on flowering tree every twenty (20) linear feet of strip.	Yes	Yes	
<u>Landscaping of Street Frontages (Base Standard)</u>			
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	
E Farm to Market 544: 17,440.27' * 50% = 6,220.14 SF	6,220 SF	7,451 SF	
(1) At least fifty (50) percent of the required front yard, excluding any access drives, must be developed as a landscape buffer. The landscape buffer must be at least ten (10) feet in width.	10 Landscape Buffer	10 Landscape Buffer	
5 Wendgate Way: 4,130.81' * 50% = 2,065.41 SF	2,065 SF	3,096 SF	
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.	12 Trees	12 Trees	
5 Wendgate Way: 409.41 SF / 35 LF = 11.7 Trees			
(2) Trees shall be planted within the landscape buffer along public streets at thirty (30) feet to forty (40) feet.	24 Trees	24 Trees	
E Farm to Market 544: 1,009.54 LF / 40 LF = 25.24 Trees			
(2) Trees must be at least three (3) inches in caliper, measured at a point twelve (12) inches above grade.	Yes	Yes	
(4) Nonresidential development shall provide a four (4) foot minimum landscaping concrete public walkway around the development perimeter when adjacent to a public street or thoroughfare.	4 Foot Concrete Walkway	4 Foot Concrete Walkway	
<u>Landscaping of Street Frontages (Desirable Design Attribute)</u>			
(1) Use of rock walls or other natural landscape features.	Yes	Yes	

PLANT SCHEDULE			NOTE: CONTRACTOR TO SEED TO LIMITS OF DISTURBANCE SEE SHEET LP 2.00 FOR FULL PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES			GROUND COVERS		
	CT	CANOPY TREE / CANOPY TREE		RM1	LARGE ROCK MULCH
				RM2	SMALL ROCK MULCH
SHRUBS				SEED2	OUT PARCEL SEED
	AS	SMALL SHRUB		SEED1	HYDRORSEED
	MS	MEDIUM SHRUB		SOD0	SOD
	SS	SCREENING SHRUB		AT	ARTIFICIAL TURF
	LS	LARGE SHRUB		SE	STEEL EDGING
				L.B1	LARGE LANDSCAPE BOULDER
				L.B2	SMALL LANDSCAPE BOULDER

Kimley»Horn
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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. F-928



DATE	JUNE 2026
SCALE	AS SHOWN
DESIGNED BY	SCK
DRAWN BY	SCK
CHECKED BY	KWS

CITY OF WYLIE, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
LP 1.09

38



- SCALE: NTS



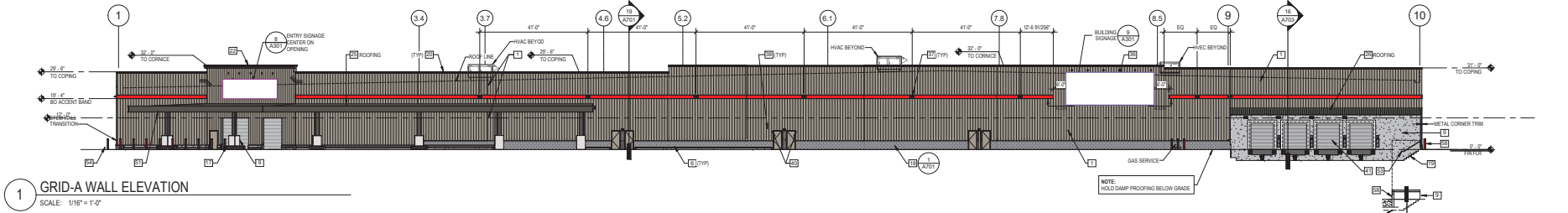
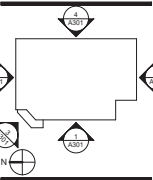
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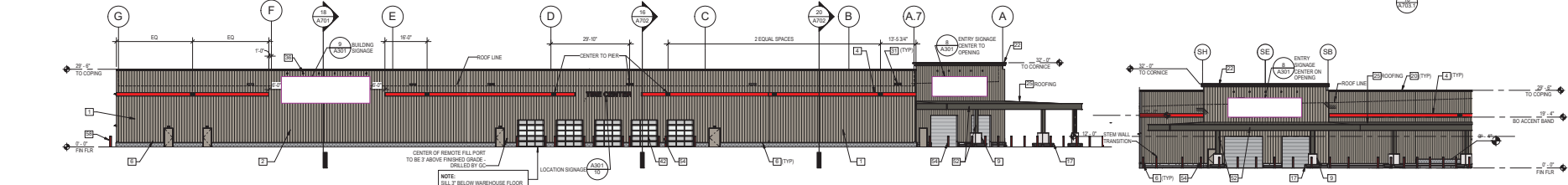
- Scale: NTS

- NOTES:**
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 2. REF. PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.

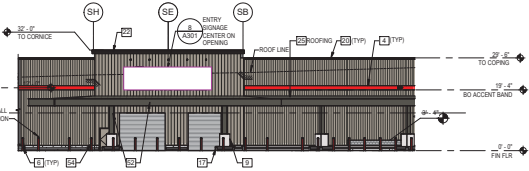
39



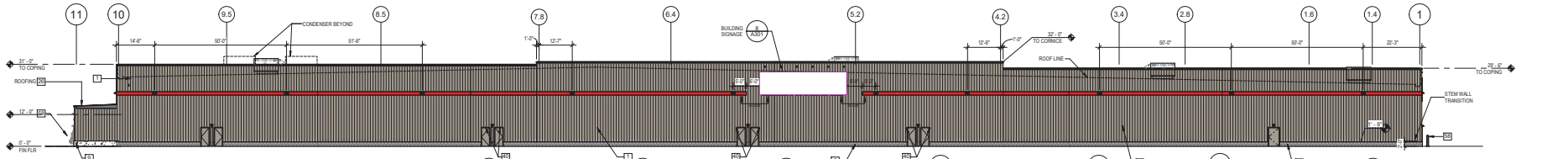
1 GRID-A WALL ELEVATION
SCALE: 1/16" = 1'-0"



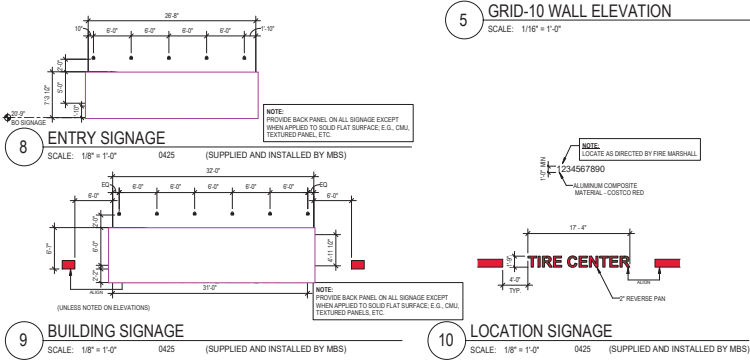
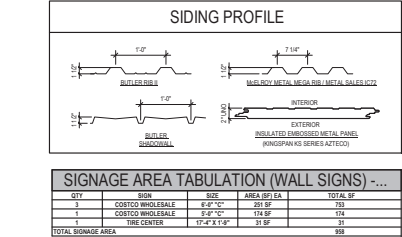
2 GRID-1 WALL ELEVATION
SCALE: 1/16" = 1'-0"



3 GRID-S.2 WALL ELEVATIONS
SCALE: 1/16" = 1'-0"



4 GRID-G WALL ELEVATION
SCALE: 1/16" = 1'-0"



5 GRID-10 WALL ELEVATION
SCALE: 1/16" = 1'-0"

EXTERIOR FINISH SCHEDULE												
#	ITEM	MATERIAL	FINISH	COLOR	MPN. NOTES	#	ITEM	MATERIAL	FINISH	COLOR	MPN. NOTES	
WALL MATERIALS	1	METAL PANELS - C22	METAL	PRE-FINISHED	SAFETY RED	1	20	COPING 1/4"	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1
	4	ACCENT BAND	METAL	PRE-FINISHED	SAFETY RED	1	21	COPING 1/8"	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1
	6	MASONRY SMOOTH FACE	CMU 80 X 80 X 16	WATER REPELLENT	NATURAL	5	22	CORNER	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1
	7	MASONRY SMOOTH-ANCHORED JOINTER	CMU 40 X 80 X 16	WATER REPELLENT	NATURAL	1	25	STANDING SEAM VSR (CANOPY)	METAL	PRE-FINISHED	COOL FLOXY WHITE	CANOPY ROOF 1
	9	CONCRETE CAST-IN-PLACE	ARCHITECTURAL FINISH	WATER REPELLENT	NATURAL	1	26	STANDING SEAM VSR	METAL	PRE-FINISHED	MEDIUM BRONZE	1
						27	STANDING SEAM MGR	METAL	PRE-FINISHED	SALVADORE	ROOF RISE ROOF PLAN ADD 1	
						30	ACCENT TRIM	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1	
						31	SCUPPER	SHEET METAL	PRE-FINISHED	PAINT BY GC	1	
						33	JOINT COVER	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1	
						34	PLUMBING	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1	
					35	SCUPPER PANELS	SHEET METAL	PRE-FINISHED	MEDIUM BRONZE	1		
DOOR MATERIALS	40	DOOR AND FRAME	STEEL	PAINT BY GC	MATCH WALL COLUMN	41	ROLLING SERVICE DOOR	STEEL	PRE-FINISHED	PAINT BY GC	1	
	42	GLAZED SECTIONAL DOOR	ALUMINUM	PRE-FINISHED	GRAY	43	GLAZED SECTIONAL DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
	44	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	45	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
	46	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	47	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
WINDSHIELD MATERIALS	50	TRILLS	STEEL	PAINT BY GC	1	51	ACCENT CHANNEL	STEEL	PAINT BY GC	1		
	53	TRANSOM CHANNEL FRAMING	STEEL	PAINT BY GC	1	54	HANDRAIL GUARDRAIL	STEEL GALVANIZED	PAINT BY GC	1		
	54	BOLLARD	STEEL	PAINT BY GC	1	56	CONCRETE SCREEN	PRE-FINISHED	PLASTIC BLEVE	RED	2	
	58	COMPACTOR GATE	METAL PANELS	PRE-FINISHED	PAINT BY GC	59	ROLLAPD 4 FEET TALL	STEEL PIPE CONCRETE FILL	PLASTIC BLEVE	RED	2	
WINDSHIELD MATERIALS	60	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	61	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
	62	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	63	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	68	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	69	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	76	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	77	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	84	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	85	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	92	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	93	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	100	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	101	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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WINDSHIELD MATERIALS	268	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	269	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	1	
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	280	TRANSOM DOOR	ALUMINUM	PRE-FINISHED	GRAY	281	TRANSOM DOOR					



SOIC - FUEL FACILITY SIGNAGE		
QTY	DESCRIPTION	TYPICAL PLACEMENT
2	MEMBERS ONLY / ENTER HERE SEE HYDROCOOL LOG 18" x 24" ALUMINAL	METAL POST EACH SIDE OF ENTRANCES - SEE DETAIL 3-017
2	NO SMOKING / STOP ENRIGER 18" x 24" ALUMINAL	AT ENTRY AND DET COLLUMS - FLUSH MOUNT ON COLLUMS SEE SITE PLAN
4	IN CASE OF FIRE OR SPILL 18" x 24" ALUMINAL	AT CENTER COLLUMS - FLUSH MOUNT ALL FOUR COLLUMS SEE SITE PLAN
6	IN CASE OF FIRE OR SPILL 18" x 24" ALUMINAL	MOUNT ON CONTROLLER ENCLOSURE NEXT TO EMERGENCY PHONE, VISIBLE FROM THE PLANT
6	NO CASH ON PREMISES VENTIL	MOUNT ON CONTROLLER ENCLOSURE, NEAR PHONE
7	EMERGENCY SHUT-OFF	ALONG EMERGENCY SHUT-OFF ON ENRIGER - SEE 4-03.6 & 5-00.0
2	STOPPED NOT ENTER 24" x 24" ALUMINAL	METAL POST EACH SIDE OF EXT - SEE DETAIL 4-01-7

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EXHIBIT C
WYLIE WHOLESALE WAREHOUSE
S.U.P.
STANDARDS

I. PURPOSE

The commercial tracts are intended to accommodate the development of office, retail and commercial service-related uses for neighborhood residents.

The allowable uses in this district provides for the enhancement and implementation of the City's vision of the Comprehensive Plan. The use of existing creative development goals and objectives contained within the Corridor Commercial combined with the additional flexibility provided by the use of selective enhancements allowed by the use of this S.U.P. together provide for a unique and creative commercial center development which is of general benefit to the City.

II. GENERAL CONDITIONS

1. Except as amended herein, this Development shall conform to any and all applicable articles and sections of the City of Wylie Zoning Ordinance dated May 22, 2025.
2. A zoning exhibit is hereby attached and made a part of the approval for this S.U.P. This zoning exhibit, indicated as Exhibit "B" sets forth an overall property boundary description, conceptual plan, and the designation of each zoning tract, identified by a number which corresponds to the tracts defined in this Exhibit C S.U.P. Development Standards.
3. The zoning exhibit / site plan (Exhibit B) shall serve as the Site Plan for the wholesale warehouse development. Approval of the Special Use Permit shall act as site plan approval.
4. Except as amended by these conditions, development of property within this Development must comply with the requirements of all ordinances, rules, and regulations of the City of Wylie as of the date of this ordinance.

III. SPECIAL CONDITIONS

1. Land uses permitted within this Development shall include those uses allowed in Article 5 Use Regulations, Section 5.1 Land Use Charts, Figure 5-3 Land Use Tables, Non-Residential Districts, Commercial Corridor District (CC) and Section 5.2 Listed uses as defined in the Zoning Ordinance of the City of Wylie with the exception of the following uses which shall be allowed by-right:
 - a. Fuel Center (32 Stations /Maximum of 40 fuel pumps)
 - b. Auto Repair, minor (tires and batteries only)
2. Landscape Requirements per Section 7.7.A of the Wylie Code of Ordinances shall be amended to allow for the following:
 - a. Synthetic Turf & Rock may be utilized as per the attached Landscape Plan
3. Non-Residential Architectural Design Standards per Section 4.3.C, Figure 4-9 and Section 4.3.F.2 of the Wylie Code of Ordinances shall be amended to allow for the following:
 - a. Articulation requirements will be satisfied by the attached building elevations.
4. On site parking requirements per Section 7.3.D.5 of the Wylie Code of Ordinances shall be amended to allow for the following:
 - a. Parking may exceed 125% of the minimum required number of spaces without providing pervious paving for the spaces in excess of 125%
5. Location of service and loading areas per Section 4.3 Figure 4-7 & 4.3.4.a of the Wylie Code of Ordinances shall be amended to allow for the following:
 - a. Loading docks may face public ROW as per Site Plan attached.



Wylie City Council

AGENDA REPORT

Department: Engineering
Prepared By: Hector Sanchez

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2026-18(R) authorizing the City Manager to execute an Advanced Funding Agreement (AFA) between the City of Wylie and Texas Department of Transportation (TxDOT) for the Congestion Mitigation Air Quality (CMAQ) Project and Surface Transportation Block Grant (STBG) to Kreymer Lane from State Highway 78 to Crescent Oak Street.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie is requesting to enter into an AFA with TxDOT for the CMAQ, STBG, and construction of improvements to Kreymer Lane from State Highway 78 to Crescent Oak Street.

The project includes paving, sidewalk, sanitary sewer, and storm drain improvements. Roadway improvements include approximately 4,300 LF of two northbound lanes from State Highway 78 to Mossy Oak Lane and approximately 2,700 LF of a four-lane divided roadway (Secondary Thoroughfare Type C, 100' ROW) from Mossy Oak Lane to Crescent Oak Street, including a roundabout at the Kreymer Lane and Stone Road intersection.

Utility improvements include approximately 2,200 LF of 10-inch sanitary sewer from State Highway 78 to Brown Street and a new traffic signal at Kreymer Lane and Brown Street. Storm drainage improvements include new inlets along the northbound lanes from SH 78 to Mossy Oak Lane, connections to the existing storm drain system, and a new storm drain system from Mossy Oak Lane to Crescent Oak Street with an outfall approximately 800 LF west of the Kreymer Lane/Stone Road intersection.

The total design cost is \$3,163,380.00, as provided by Teague Nall and Perkins (TNP), with 50% funded by TxDOT and the remaining 50% funded by the City. The Regional Transportation Council (RTC) approved \$23 million in federal funding for the Kreymer Lane Improvements Project through the 2025 Strategic Transportation Funding Program for FY 2026–2029. Upon approval by TxDOT and the Federal Highway Administration (FHWA), the City will coordinate with TxDOT to initiate the AFA process and access the approved funding. The estimated construction cost is \$20,036,620.00, and the City will be responsible for 100% of eligible cost overruns beyond the federally obligated amount. The AFA will establish the respective responsibilities and funding obligations between the City of Wylie and TxDOT for the project.

Staff recommends entering into the Advanced Funding Agreement with TxDOT to advance for the Congestion Mitigation Air Quality (CMAQ) Project and Surface Transportation Block Grant (STBG) to Kreymer Lane from State Highway 78 to Crescent Oak Street.

RESOLUTION NO. 2026-18(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONGESTION MITIGATION AIR QUALITY (CMAQ) PROJECT AND SURFACE TRANSPORTATION BLOCK GRANT (STBG) TO KREYMER LANE FROM STATE HIGHWAY 78 TO CRESCENT OAK STREET.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Advanced Funding Agreement between the City of Wylie and the Texas Department of Transportation for the Congestion Mitigation Air Quality (CMAQ) Project and Surface Transportation Block Grant (STBG) to Kreymer Lane from State Highway 78 to Crescent Oak Street.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 22nd day of September, 2026.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0918-24-313	AFA ID	Z00012712	CFDA No.	20.205
AFA CSJs	0918-24-313			CFDA Title	Highway Planning and Construction
District #	18	Code Chart 64#	47050		
Project Name	On Kreymer Ln from SH 78			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF COLLIN §

ADVANCE FUNDING AGREEMENT
For
Congestion Mitigation Air Quality (CMAQ) Project
And
Surface Transportation Block Grant (STBG) Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Wylie**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752 and 116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen road – add lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

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Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of reconstruction and widening 2 lanes to 4 lanes including sidewalks, crosswalks, pedestrian signals, realign intersection and new traffic signals on Kreymer Lane from SH 78 to Crescent Oak Street in the City of Wylie as shown on Attachment A. All work elements are eligible for CMAQ funds as well as STBG Funds.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

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when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this

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Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

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cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:				Federal Highway Administration:	
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Local Government:	State:
City of Wylie ATTN: City Manager 300 Country Club Wylie, TX 75098	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's

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- obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20,

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Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of

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charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$1,000,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS**THE LOCAL GOVERNMENT**

 Signature

 Signature

 Typed or Printed Name

 Typed or Printed Name

 Typed or Printed Title

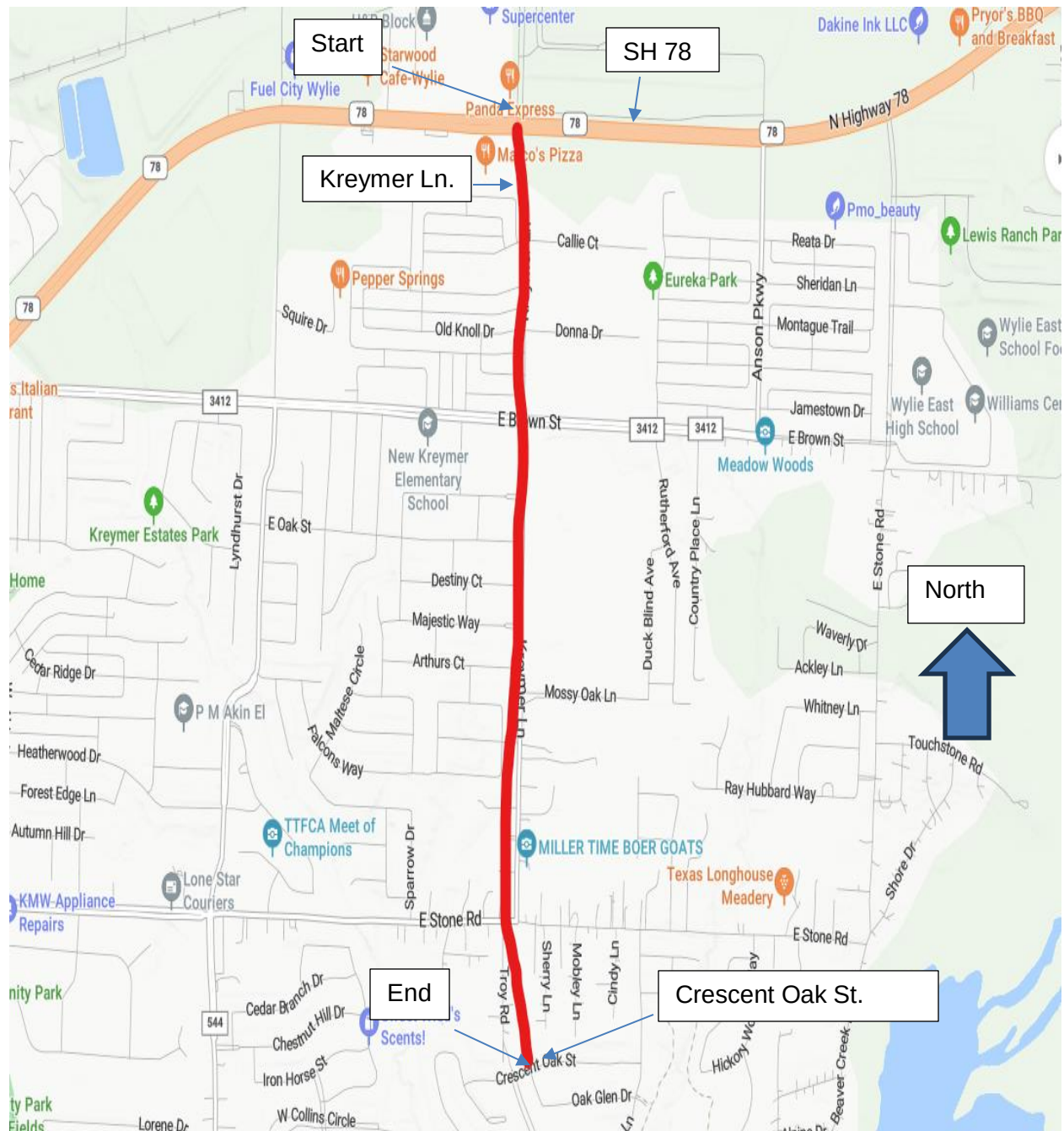
 Typed or Printed Title

 Date

 Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government) Category 5	\$4,000,000	80%	\$3,200,000	0%	\$0	20%	\$800,000
Construction (by Local Government) Category 7	\$18,740,000	80%	\$14,992,000	0%	\$0	20%	\$3,748,000
Subtotal	\$22,740,000		\$18,192,000		\$0		\$4,548,000
Environmental Direct State Costs	\$65,000	0%	\$0	0%	\$0	100%	\$65,000
Engineering Direct State Costs	\$65,000	0%	\$0	0%	\$0	100%	\$65,000
Right of Way Direct State Costs	\$65,000	0%	\$0	0%	\$0	100%	\$65,000
Utility Direct State Costs	\$65,000	0%	\$0	0%	\$0	100%	\$65,000
Construction Direct State Costs	\$260,000	80%	\$208,000	0%	\$0	20%	\$52,000
Subtotal	\$520,000		\$208,000		\$0		\$312,000
Indirect State Costs (5.51%)	\$28,652	0%	\$0	100%	\$28,652	0%	\$0
TOTAL	\$23,288,652		\$18,400,000		\$28,652		\$4,860,000

Initial payment by the Local Government to the State: \$260,000.
Payment by the Local Government to the State before construction: \$52,000.
Estimated total payment by the Local Government to the State \$312,000.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



Wylie City Council

AGENDA REPORT

Department: Engineering
Prepared By: Hector Sanchez

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2026-19(R) to amend Resolution No. 2026-10(R) authorizing the City Manager to execute an Advanced Funding Agreement between the City of Wylie and the Texas Department of Transportation (TxDOT) for the On-System Highway Safety Improvement Project along FM 544 from McCreary Road to State Highway 78, clarifying the Texas Department of Transportation's responsibility for project cost overruns.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie was previously selected for the TxDOT 2023 Highway Safety Improvement Program (HSIP) Call for Projects. Kimley-Horn designed the project to include illumination and signal improvements along the FM 544 corridor from McCreary Road to State Highway 78 and submitted the plans to TxDOT on behalf of the City.

Staff is requesting to amend Resolution No. 2026-10(R) approved on July 14, 2026, and enter into an Advanced Funding Agreement (AFA) with TxDOT to facilitate the construction of these improvements. This amendment is necessary to clarify the funding responsibilities associated with the project, specifically that TxDOT will be responsible for any construction cost overruns exceeding the predetermined project allocations.

Part 1 of the construction project includes improved illumination along the FM 544 corridor in the amount of \$2,113,366.49, consisting of \$1,653,939.90 in federal participation and \$459,426.59 in state participation. Should construction costs exceed the predetermined funding allocation, TxDOT will be responsible for those overages. Part 2 of the project includes signal improvements at signalized intersections along the FM 544 corridor in the estimated amount of \$578,524.99, consisting of \$455,549.40 in federal participation and \$122,975.59 in state participation. Should construction costs exceed the predetermined funding allocation, TxDOT will be responsible for those overages.

Staff recommends amending the previously approved Resolution and entering into this Advanced Funding Agreement with TxDOT for the construction of improved illumination and signal improvements along FM 544 from McCreary Road to State Highway 78.

RESOLUTION NO. 2026-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ON-SYSTEM HIGHWAY SAFETY IMPROVEMENTS ALONG FM 544 FROM MCCREARY ROAD TO STATE HIGHWAY 78.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Advanced Funding Agreement between the City of Wylie and Texas Department of Transportation for On-System Highway Safety Improvements along FM 544 from McCreary Road to State Highway 78.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 22nd day of September, 2026.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Project On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Wylie**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **safety lighting improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **7/14/2026**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **install safety lighting on FM 544 at McCreary Rd. (0619-03-068) and improve traffic signals and interconnect signals on FM 544 from McCreary Rd. to SH 78 (0619-03-069), as shown in Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT

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District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further

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- definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

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legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that

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utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

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property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Wylie ATTN: City Manager 300 Country Club Rd. Bldg. 100 Wylie, TX 75098	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts

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and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

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- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name		FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78		<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS**THE LOCAL GOVERNMENT**

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

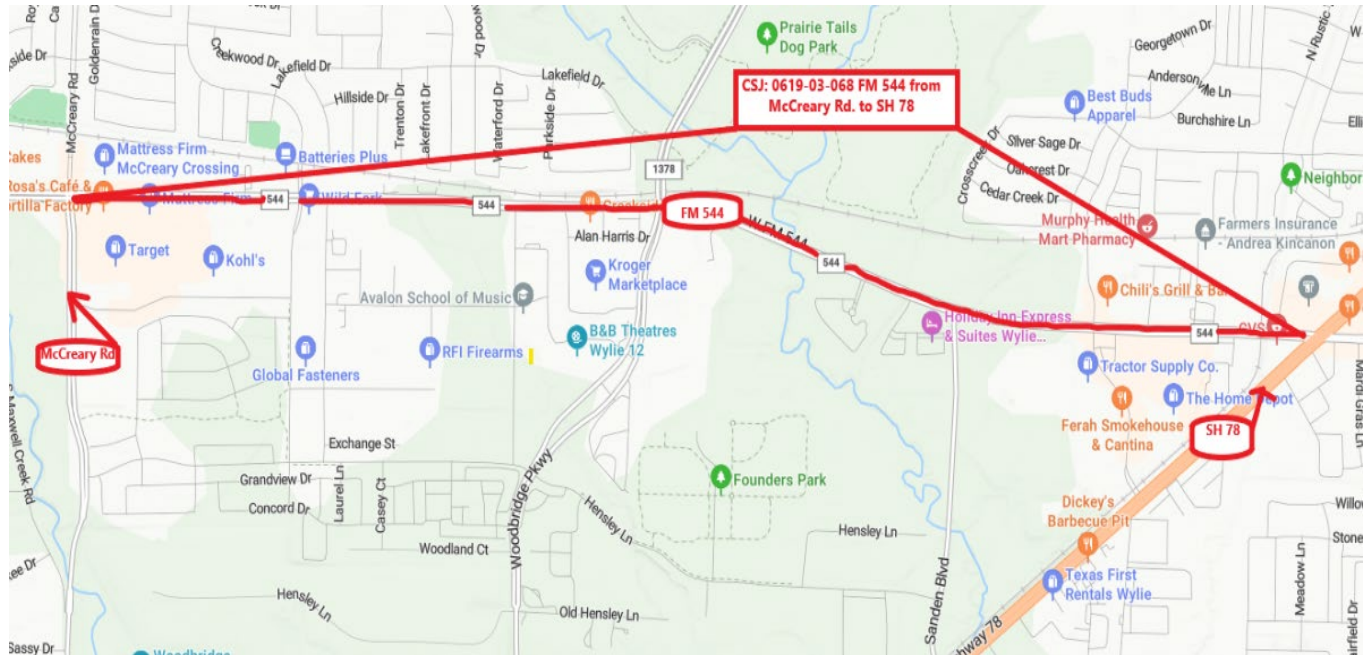
Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 McCreary Rd. to SH 78			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT CSJ: 0619-03-068



TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 McCreary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT
CSJ: 0619-03-069**



TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT B
PROJECT BUDGET
CSJ: 0619-03-068**

Costs will be allocated based on 90% Federal funding, 10% State funding, and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$1,837,711.00	90%	\$1,653,939.90	10%	\$183,771.10	0%	\$0
Subtotal	\$1,887,711.00		\$1,653,939.90		\$183,771.10		\$50,000.00
Environmental Direct State Costs	\$21,455.32	0%	\$0	100%	\$21,455.32	0%	\$0
Engineering Direct State Costs	\$21,455.32	0%	\$0	100%	\$21,455.32	0%	\$0
Right of Way Direct State Costs	\$21,455.33	0%	\$0	100%	\$21,455.33	0%	\$0
Utility Direct State Costs	\$21,455.33	0%	\$0	100%	\$21,455.33	0%	\$0
Construction Direct State Costs	\$85,821.31	0%	\$0	100%	\$85,821.31	0%	\$0
Subtotal	\$171,642.61		\$0		\$171,642.61		\$0
Indirect State Cost – 5.51%	\$9,457.51	0%	\$0	100%	\$9,457.51	0%	\$0
TOTAL	\$2,068,811.12		\$1,653,939.90		\$364,871.22		\$50,000.00

Initial Payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT B
PROJECT BUDGET
CSJ: 0619-03-069**

Costs will be allocated based on 90% Federal funding, 10% State funding, and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$506,166.00	90%	\$455,549.40	10%	\$50,616.60	0%	\$0
Subtotal	\$556,166.00		\$455,549.40		\$50,616.60		\$50,000.00
Environmental Direct State Costs	\$5,909.48	0%	\$0	100%	\$5,909.48	0%	\$0
Right of Way Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Engineering Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Utility Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Construction Direct State Costs	\$23,637.95	0%	\$0	100%	\$23,637.95	0%	\$0
Subtotal	\$47,275.90		\$0		\$47,275.90		\$0
Indirect State Cost – 5.51%	\$2,604.90	0%	\$0	100%	\$2,604.90	0%	\$0
TOTAL	\$606,046.80		\$455,549.40		\$100,497.40		\$50,000.00
GRAND TOTAL	\$2,674,857.92		\$2,109,489.30		\$465,368.62		\$100,000.00

Initial Payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333		CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050			
Project Name		FM 544 at McCreary Rd. and FM 544 from McCreary Rd. to SH 78			AFA Not Used For Research & Development	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:					Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333		CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050			
Project Name		FM 544 McCreary Rd. to SH 78 and FM 544 McCreary Rd. to SH 78			AFA Not Used For Research & Development	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT B
PROJECT BUDGET
CSJ: 0619-03-069**

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$506,166.00	90%	\$455,549.40	10%	\$50,616.60	0%	\$0
Subtotal	\$556,166.00		\$455,549.40		\$50,616.60		\$50,000.00
Environmental Direct State Costs	\$5,909.48	0%	\$0	100%	\$5,909.48	0%	\$0
Right of Way Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Engineering Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Utility Direct State Costs	\$5,909.49	0%	\$0	100%	\$5,909.49	0%	\$0
Construction Direct State Costs	\$23,637.95	0%	\$0	100%	\$23,637.95	0%	\$0
Subtotal	\$47,275.90		\$0		\$47,275.90		\$0
Indirect State Cost – 5.51%	\$25,083.09	0%	\$0	100%	\$25,083.09	0%	\$0
TOTAL	\$628,524.99		\$455,549.40		\$122,975.59		\$50,000.00
GRAND TOTAL	\$2,791,891.48		\$2,109,489.30		\$582,402.18		\$100,000.00

Initial Payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT B
PROJECT BUDGET
CSJ: 0619-03-068**

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$1,837,711.00	90%	\$1,653,939.90	10%	\$183,771.10	0%	\$0
Subtotal	\$1,887,711.00		\$1,653,939.90		\$183,771.10		\$50,000.00
Environmental Direct State Costs	\$21,455.32	0%	\$0	100%	\$21,455.32	0%	\$0
Right of Way Direct State Costs	\$21,455.32	0%	\$0	100%	\$21,455.32	0%	\$0
Engineering Direct State Costs	\$21,455.33	0%	\$0	100%	\$21,455.33	0%	\$0
Utility Direct State Costs	\$21,455.33	0%	\$0	100%	\$21,455.33	0%	\$0
Construction Direct State Costs	\$85,821.31	0%	\$0	100%	\$85,821.31	0%	\$0
Subtotal	\$171,642.61		\$0		\$171,642.61		\$0
Indirect State Cost – 5.51%	\$104,012.88	0%	\$0	100%	\$104,012.88	0%	\$0
TOTAL	\$2,163,366.49		\$1,653,939.90		\$459,426.59		\$50,000.00

Initial Payment by the Local Government to the State: **\$0**

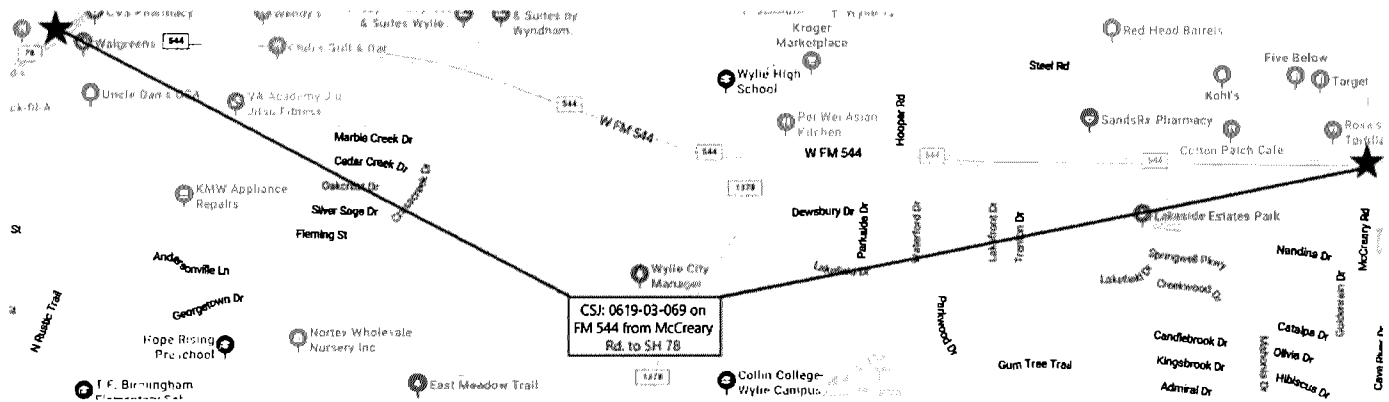
Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

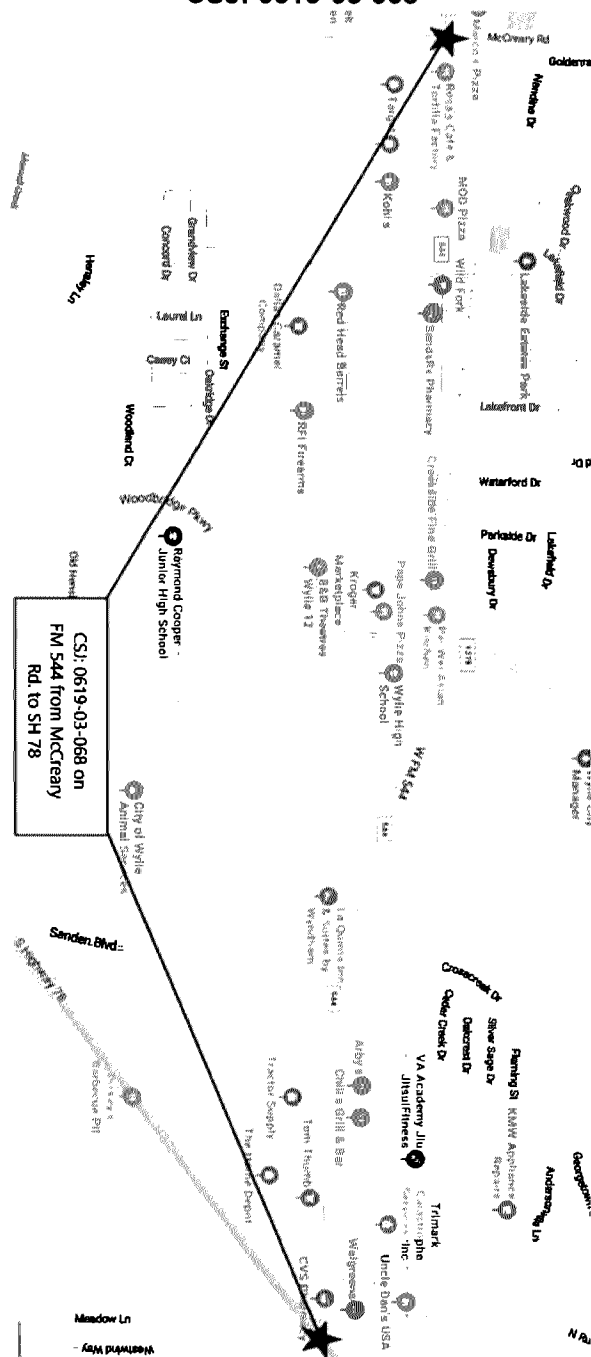
TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCreary Rd. to SH 78 and FM 544 McCreary Rd. to SH 78			AFA Not Used For Research & Development	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT
CSJ: 0619-03-069**



TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCreary Rd. to SH 78 and FM 544 McCreary Rd. to SH 78			AFA Not Used For Research & Development	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT
CSJ: 0619-03-068



TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Project
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Wylie**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **safety lighting improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated / /2025, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **install safety lighting on FM 544 at McCeary Rd. to SH 78 (0619-03-068) and improve traffic signals and interconnect signals on FM 544 from McCeary Rd. to SH 78 (0619-03-069), as shown in Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and

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the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

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be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and

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credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Wylie ATTN: City Manager 300 Country Club Rd. Bldg. 100 Wylie, TX 75098	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local

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Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or

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is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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- politics, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			<i>AFA Not Used For Research & Development</i>	

applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0619-03-068	AFA ID	Z00012333	CFDA No.	20.205
AFA CSJs	0619-03-068, 0619-03-069			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	47050		
Project Name	FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78			AFA Not Used For Research & Development	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT



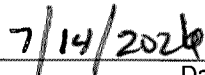
Signature



Typed or Printed Name



Typed or Printed Title



Date



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 Mark Booth, and appoint a board member to the Wylie Board of Review to fill the term from September 22, 2026, to June 30 2028, and appoint an alternate board member to the Wylie Board of Review to fill the term from September 22, 2026, to June 30 2027.

Recommendation

Motion to accept the resignation of Mark Booth and to appoint _____ to the Wylie Board of Review to fill the term from September 22, 2026 to June 30, 2028 and to appoint _____ as an alternate board member to the Wylie Board of Review to fill the term from September 22, 2026, to June 30, 2027.

Discussion

[Per Chapter 2 \(Administration\), Article III \(Officers\), Division 2 \(Code of Conduct\), Section 2-58\(a-2\) \(Board of Review\) of the Wylie Code of Ordinances](#), prospective Board of Review members shall be interviewed and appointed by a majority of the City Council present at a duly called meeting. Council interviewed three out of the five applicants.

Staff has received Mark Booth's resignation and requests Council appoint a member to fill the remaining term. Council may move an alternate board member up or appoint a new board member. If Council appoints an alternate board member, it must also appoint a new board member to fill the alternate's remaining term.

Staff has reached out to the applicants below, and four applicants confirmed they are still interested and eligible to serve.

Alternates:

- Chris Smith, Alternate – began term in August 2025, expires June 30, 2027
- Bonnie Tinsley, Alternate – began term in June 2026, expires June 30, 2027

Applicants:

- Hassan Butt – interviewed June 9, 2026
- Marc Chang Yen – did not interview
- Ksenia Stepankina – did not interview; left a message

Board of Review Application

Personal Information

First Name *

Chris

Last Name *

Smith

Residency

You must be a Wylie resident to serve on this board.

Wylie resident *

☒ Yes ☐ No

Length of Residency

Years *

43

Months *

0

Voter Status

Registered Voter *

☒ Yes ☐ No

Voter Registration County *

Collin

Employment Information

Occupation

Industrial Automation - Business Owner

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

As a current business owner, I bring firsthand experience in decision-making, financial accountability, and community engagement. Prior to owning my business, I participated in various business ethics trainings and served on committees focused on responsible practices and professional standards. This background has given me a strong foundation in fair evaluation, integrity, and collaborative problem-solving—all of which would be valuable in service on the Board of Review.

Board/Commission Service

Currently serve on a board/commission *

☐ Yes ☒ No

Why you would like to serve as a Board of Review member: *

I have lived in Wylie for 43 years and am proud to be both a graduate of Wylie High School and a parent to four daughters in the district—three of whom have graduated and one currently entering 5th grade. With deep roots in the community and plans to relocate my business to Wylie, I'm eager to give back and help ensure fair and responsible oversight as a Board of Review member. I care deeply about the city's continued growth and integrity.

Board of Review Application

Personal Information

First Name *

Bonnie

Last Name *

Tinsley

Residency

You must be a Wylie resident to serve on this board.

Wylie resident *

☒ Yes ☐ No

Length of Residency

Years *

6

Months *

3

Voter Status

Qualified Voter *

☒ Yes ☐ No

Voter Registration County *

Collin

Employment Information

Occupation

Client Success, Marketing, Events Management, Non-Profit Management

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

LinkedIn: <https://www.linkedin.com/in/bonnetinsley/>

A version of my resume can also be requested for viewing here:

<https://drive.google.com/drive/folders/1EywodH-a-MjbgVGL6KJOfNaFdlnz2DsH?usp=sharing>

Employed by the City of Wylie

☐ Yes ☒ No

Spouse or domestic partner of a City of Wylie employee

☐ Yes ☒ No

Board/Commission Service

Currently serve on a board/commission *

☐ Yes ☒ No

Spouse or domestic partner serve on a City of Wylie Board or Commission *

☐ Yes ☒ No

Serves as City Council member? *

☐ Yes ☒ No

Spouse or domestic partner serves on the Wylie City Council *

☐ Yes ☒ No

Serves as an elected public official *

☐ Yes ☒ No

Candidate for elected public office *

☐ Yes ☒ No

Why you would like to serve as a Board of Review member: *

I've wanted to be more involved with supporting my community over the years, and now I have the opportunity to pursue this excitement. Having worked with city members recently for the Wylie Farmers Market, I am even more encouraged that this is the time to put my hand up to offer support as an involved member of the community, hoping to further our growth and support in meaningful ways.

Board of Review Application

Personal Information

First Name *

Hassan

Last Name *

Butt

Residency

You must be a Wylie resident to serve on this board.

Wylie resident *

☒ Yes ☐ No

Length of Residency

Years *

20

Months *

6

Voter Status

Qualified Voter *

☒ Yes ☐ No

Voter Registration County *

Collin

Employment Information

Occupation

Real Estate Broker

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

I am a Real Estate Broker and Owner of HSN Realty LLC

Employed by the City of Wylie

☐ Yes ☒ No

Spouse or domestic partner of a City of Wylie employee

☐ Yes ☒ No

Board/Commission Service

Currently serve on a board/commission *

☐ Yes ☒ No

Spouse or domestic partner serve on a City of Wylie Board or Commission *

☐ Yes ☒ No

Serves as City Council member? *

☐ Yes ☒ No

Spouse or domestic partner serves on the Wylie City Council *

☐ Yes ☒ No

Serves as an elected public official *

☐ Yes ☒ No

Candidate for elected public office *

☐ Yes ☒ No

Why you would like to serve as a Board of Review member: *

It is my civic duty to take the opportunity to serve as a Board of Review member and learn from the experience.

Board of Review Application

Personal Information

First Name *

Marc

Last Name *

Chang Yen

Residency

You must be a Wylie resident to serve on this board.

Wylie resident *

☒ Yes ☐ No

Length of Residency

Years *

7

Months *

8

Voter Status

Qualified Voter *

☒ Yes ☐ No

Voter Registration County *

Collin

Employment Information

Occupation

Pharmacy Technician

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

I am detail oriented. I am well versed in reviewing insurance details and plan specifics as well as monitoring drug interactions and usage. I also have my MBA.

Employed by the City of Wylie

☐ Yes ☒ No

Spouse or domestic partner of a City of Wylie employee

☐ Yes ☒ No

Board/Commission Service

Currently serve on a board/commission *

☐ Yes ☒ No

Spouse or domestic partner serve on a City of Wylie Board or Commission *

☐ Yes ☒ No

Serves as City Council member? *

☐ Yes ☒ No

Spouse or domestic partner serves on the Wylie City Council *

☐ Yes ☒ No

Serves as an elected public official *

☐ Yes ☒ No

Candidate for elected public office *

☐ Yes ☒ No

Why you would like to serve as a Board of Review member: *

I would love to be able to serve my community and give back to the people who have made living here such a joy.

Board of Review Application

Personal Information

First Name *

Ksenia

Last Name *

Stepankina

Residency

You must be a Wylie resident to serve on this board.

Wylie resident *

☒ Yes ☐ No

Length of Residency

Years *

5

Months *

0

Voter Status

Qualified Voter *

☒ Yes ☐ No

Voter Registration County *

Collin

Employment Information

Occupation

Director of Operations

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

Employed by the City of Wylie

☐ Yes ☒ No

Spouse or domestic partner of a City of Wylie employee

☐ Yes ☒ No

Board/Commission Service

Currently serve on a board/commission *

☐ Yes ☒ No

Spouse or domestic partner serve on a City of Wylie Board or Commission *

☐ Yes ☒ No

Serves as City Council member? *

☐ Yes ☒ No

Spouse or domestic partner serves on the Wylie City Council *

☐ Yes ☒ No

Serves as an elected public official *

☐ Yes ☒ No

Candidate for elected public office *

☐ Yes ☒ No

Why you would like to serve as a Board of Review member: *

I'm interested in serving to help uphold fairness and accountability in the community. With 10 years in operations, I bring a detail-oriented, objective approach and strong judgment.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Tabled from 8-11-2026

Remove from table and consider

Consider, and act upon, the acceptance of the resignation of Alan Dayton, and the appointment of a new board member to the Wylie Economic Development Corporation to fill the term from September 22, 2026, to June 30, 2028.

Recommendation

Motion to accept the resignation of Alan Dayton and to appoint _____ to the Wylie Economic Development Corporation to fill the term from September 22, 2026 to June 30, 2028.

Discussion

On May 27 and 28, the Board and Commission Interview Panel interviewed applicants interested in serving on a City of Wylie Board/Commission. For your convenience, below are links to the audio from the interviews:

- [05-27-2026 \(Boards & Commission Interview Panel\) Audio](#)
- [05-28-2026 \(Boards & Commission Interview Panel\) Audio](#)

Listed below are the applicants who expressed interest in serving on the Wylie Economic Development Corporation. It includes whether they were appointed to another board as a seated member or as a replacement in the event of a vacancy. This list does not include applicants who expressed interest but were appointed to the Board of Review.

Preference 1:

- James Bell - serving on PAAB until June 2028
- Abigail Campbell - Replacement 1 on ASAB
- Daniel Cooper
- Steven Crate - serving as Alternate 1 on ZBOA until June 2028
- Jennifer Duffey - Replacement 2 on PARB 4B
- Dipu Harilal - serving on CCB until June 2028
- Daniel Marengo - serving on P&Z until June 2028
- Muhammad Masuldar
- Akbar Shaik - not a qualified voter, but EDC does not have that requirement

Preference 2:

- Ankush Agrawal - not a qualified voter, but EDC does not have that requirement
- John Barndt - Replacement 2 on P&Z
- Mark Booth – not included on the August 11th agenda as he was a Board of Review member, but has resigned from Board of Review and would like to be considered
- Farazuddin Mohammed
- Mary Nitschke - currently serving on PAAB until June 2028

- Bryan Rogers

Preference 3:

- Dr. Brandon Iker - Replacement 1 on PAAB
- Ksenia Stepankina

First Name *

Ankush

Last Name *

Agrawal

Occupation

Civil Engineer, General Contractor & Project Controls Engineer

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

- I have worked for various infrastructure, residential and commercial construction consulting firms for over 19+ years where I have been involved with city and state planning procedures, TxDOT designs and coordination and overall CEI services for major infrastructure projects. I am also a developer/GC with successful projects completed in Sachse while another one underway in Josephine and Duncanville

Employed by City of Wylie *☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee ***☐ Yes ☒ No**Address in ETJ? ***☐ Yes ☒ No**Wylie Resident ***☒ Yes ☐ No

Length of Wylie residency

Years *

9

Months *

4

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

Planning & Zoning Commission

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification *

serve, or have served, as Chief Executive Officer of a company; serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity

Board Preference 3:

Parks & Recreation Board

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

I have seen the city of Wylie grow ever since I moved here in 2016. Being a construction professional, i have a knack for creation with local, national and international exposure which I can bring to the table for the betterment of this city which I love.

Staff notes:

Is not a qualified voter.

Panel Notes:

First Name*

John

Last Name*

Barndt

Occupation

New Construction, Business Owner

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

Have been in home building and construction for over 15 years. I taken multiple projects through city approvals in multiple cities and states.

Employed by City of Wylie*

☐ Yes ☒ No

Spouse or domestic partner of a City of Wylie employee*

☐ Yes ☒ No

Address in ETJ?*

☐ Yes ☒ No

Wylie Resident*

☒ Yes ☐ No

Length of Wylie residency

Years*

6

Months*

3

Qualified Voter*

☒ Yes ☐ No

Currently Serving*

☐ Yes ☒ No

Boards and Commission Preferences

Board Preference 1:*

Planning & Zoning Commission

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification*

serve, or have served, as Chief Executive Officer of a company; serve, or have served, in a position of executive management of a company;serve, or have served, in a professional capacity

Board Preference 3:

Zoning Board of Adjustments

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

I believe we need more people with real experience on the boards.

Staff notes:

Panel Notes:

First Name*

James

Last Name*

Bell

Occupation

Senior IT Manager

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

I currently serve as the Applications and Data Services Officer for the City of Carrollton, where I oversee enterprise applications, data systems, and technology strategy in support of municipal operations. In this role, I collaborate closely with executive leadership and department stakeholders to evaluate business needs, improve operational efficiency, and implement cost-effective, data-driven solutions across the organization .

My background includes an MBA in IT Management, a Bachelor's degree in Database Administration, and a CISSP certification, providing a strong foundation in strategic planning, data analysis, cybersecurity, and governance. I regularly participate in budgeting, vendor evaluation, and long-term technology planning, all of which align closely with economic development initiatives and infrastructure planning.

This experience equips me to contribute meaningfully to board discussions involving growth strategy, data-informed decision making, regulatory considerations, and the responsible development of community resources.

Employed by City of Wylie*☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

1

Months*

0

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

Boards and Commission Preferences

Board Preference 1:*

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, in a position of executive management of a company
 serve, or have served, in a professional capacity

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Zoning Board of Adjustments

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

I am passionate about contributing to my community and helping make it a better place to live and work. Through my professional experience in municipal government, I've seen how thoughtful planning, data-driven decision making, and strategic investment can positively shape a city's growth and quality

Staff notes:

June 2025 residency.

Panel Notes:

First Name*

Mark

Last Name*

Booth

Occupation

Director of Manufacturing Engineering

Work experience that may be beneficial to the board you are applying for.**Employed by City of Wylie***☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

5

Months*

1

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

Planning & Zoning Commission

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification*

serve, or have served, in a position of executive management of a company

Board Preference 3:

Parks & Recreation Board

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

I am interested in serving as a Boards and Commission member to contribute to the continued growth, integrity, and effectiveness of the City of Wylie. With a background in leadership, organizational development, and decision-making, I value fair, thoughtful, and transparent processes.

Staff notes:

Also applied for Board of Review.

Panel Notes:

First Name*

Abigail

Last Name*

Campbell

Occupation

Complex Corporate Litigation Attorney

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

As a complex corporate litigation attorney and partner at my law firm, I have represented a large range of businesses on various issues from bankruptcy and consumer protection laws to securities fraud, fraud, employment complaints, contract breaches, defamation, and equitable and regulatory matters. Because I represent businesses, not along must I recognize the legal implications and strategies but also the impact those strategies can have on the business, including economically, reputationally, and operations wise. Additionally, as a partner at my law firm I am involved in the economics of running our business as well as managing associates and staff. I think my legal background combined with my work directly with CEOs, CFOs, and other executives would bring a unique perspective to the Economic Development Corporation.

Employed by City of Wylie*☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

3

Months*

3

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

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity

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

My involvement with the Wylie Chamber of Commerce and getting to know Wylie business owners has grown my admiration for Wylie. My unique legal experience and the ability to juggle considering legal implications with EBITDA concerns can greatly assist with economic growth recommendations.

Staff notes:**Panel Notes:**

First Name*

Daniel

Last Name*

Cooper

Occupation

Tech Software Sales

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

Currently serving as VP of Sales at Platinum Cubed, a Salesforce consulting firm focused on real estate and financial services. Responsible for full revenue strategy, pipeline development, and go-to-market execution.

Also co-founding Texas Christian Wellness (TCW), a professional counseling practice in Wylie, giving me direct experience in small business formation, financial modeling, and service-based revenue structure.

Expertise in business development, revenue strategy, B2B sales ecosystems, small business growth, and financial services/real estate industry knowledge.

Employed by City of Wylie*☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

17

Months*

6

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

Boards and Commission Preferences

Board Preference 1:*

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Zoning Board of Adjustments

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

I've grown a family in Wylie for ~20 years. I've watched this city grow and want to be part of shaping it, not just as a resident, but as someone who understands business growth, economic development, and what it takes for companies to plant roots and thrive. It's time for me to give back!

Staff notes:

First Name *

Steven

Last Name *

Crate

Occupation

Banker / VP

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

I'm well-suited for a Planning & Zoning and Economic Development board role because I combine disciplined financial analysis with a practical, community-focused approach to responsible growth. I hold a bachelor's degree from SMU, and in my role as an SC Banker at JPMorgan Private Bank—advising clients with \$5–\$25 million in assets—I regularly evaluate complex proposals, assess risk and long-term outcomes, and help diverse stakeholders align around clear objectives.

I'm also deeply passionate about Wylie and genuinely excited about the city's future. I care about preserving what makes Wylie special while supporting thoughtful growth that enhances quality of life for residents and creates opportunity for local businesses.

On Planning & Zoning matters, I bring a balanced, process-oriented perspective when reviewing rezonings, variances, and development proposals—focused on consistency, transparency, infrastructure capacity, and the broader impacts on neighborhoods and quality of life. On Economic Development, I contribute a capital and feasibility lens: evaluating what makes projects durable and financeable, supporting strategies that attract investment and jobs, and advocating for growth that expands the tax base while being thoughtful about public resources.

Employed by City of Wylie *☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee ***☐ Yes ☒ No**Address in ETJ? ***☐ Yes ☒ No**Wylie Resident ***☒ Yes ☐ No**Length of Wylie residency****Years ***

7

Months *

11

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

Wylie Economic Development Corporation

Board 1 Qualification *

serve, or have served, in a professional capacity

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Zoning Board of Adjustments

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

I'm comfortable engaging in public dialogue, synthesizing public input, and communicating tradeoffs clearly and respectfully. My goal is to support predictable, well-reasoned decisions that encourage sustainable development and strengthen community trust as Wylie continues to grow.

Staff notes:

Also submitted application for Board of Review prefers Board and Commission.

Panel Notes:

First Name*

JENNIFER

Last Name*

DUFFEY

Occupation

Real estate

Work experience that may be beneficial to the board you are applying for.**Employed by City of Wylie***☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

23

Months*

0

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

Boards and Commission Preferences

Board Preference 1:*

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, as Chief Executive Officer of a company, serve, or have served, in a position of executive management of a company, serve, or have served, in a professional capacity

Board Preference 2:

Parks & Recreation 4B Board

Board Preference 3:

Parks & Recreation Board

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

To give back to the community.

Staff notes:**Panel Notes:**

First Name*

DIPU

Last Name*

HARILAL

Occupation

Mortgage Loan Originator / Realtor

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

Have extensive experience managing multi-member projects.

Employed by City of Wylie*☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

18

Months*

3

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

Wylie Economic Development Corporation

Board 1 Qualification*serve, or have served, in a position of executive management of a company
serve, or have served, in a professional capacity**Board Preference 2:**

Construction Code Board

Board 2 Qualification*

Taxpaying Citizen of Wylie

Board Preference 3:

Wylie Economic Development Corporation

Board 3 Qualification*serve, or have served, in a position of executive management of a company
serve, or have served, in a professional capacity**Why you would like to serve as a Boards and Commission member:***

I would like to serve in whatever capacity the city requires.

Staff notes:**Panel Notes:**

First Name*

Dr. Brandon

Last Name*

lker

Occupation

Business owner, Educator, Consultant

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

Dear committee members,

I'm seeking leadership and volunteer opportunities in parks and planning commissions. Open to other opportunities beyond these if interests align.

10 years corporate research scientist

10 years academic career in environmental science and microbiology ecology. PhD from University of Arizona.

2 years USEPA research scientist for soil and water

15 years environmental science and community development consulting

3 years Director of Research and Development

2 Adjunct Professor of Microbiology, Environmental sciences, and Biology at Collin College

2 years Wylie business owner of two businesses

20 years farming experience

Seeking part time opportunities in helping our community to building a more sustainable and connected community.

Thank you for your consideration.

Best,

Brandon

Employed by City of Wylie*
☐ Yes ☒ No
Spouse or domestic partner of a City of Wylie employee*
☐ Yes ☒ No
Address in ETJ?*
☐ Yes ☒ No
Wylie Resident*
☒ Yes ☐ No
Length of Wylie residency**Years***

2

Months*

0

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

Parks & Recreation Board

Board Preference 2:

Public Arts Advisory Board

Board Preference 3:

Wylie Economic Development Corporation

Board 3 Qualification *

serve, or have served, as Chief Executive Officer of a company; serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity

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

Community members have approached me about getting more involved in our local government. I interact with a wide variety of community members and hear many different points of view. As global changes start to impact our way of life we must start exploring how we can begin to take advantage locally.

Staff notes:**Panel Notes:**

First Name*

Daniel

Last Name*

Marengo

Occupation

Executive Engagement Minister

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

I have been an executive vice president for a national consulting firm, owned my own consulting firm, and provided both executive leadership and ministerial counsel in a church.

Employed by City of Wylie*
☐ Yes ☒ No
Spouse or domestic partner of a City of Wylie employee*
☐ Yes ☒ No
Address in ETJ?*
☐ Yes ☒ No
Wylie Resident*
☒ Yes ☐ No
Length of Wylie residency**Years***

20

Months*

10

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

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, in a position of executive management of a company, serve, or have served, in a professional capacity

Board Preference 2:

Planning & Zoning Commission

Board Preference 3:

Parks & Recreation Board

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

I've benefited from neighbors who've served on our boards, and I'd like to do the same. I've come to realize how this work shapes daily life, and I want to give back by listening, doing the homework, and helping reach decisions that balance our community's interests.

Staff notes:**Panel Notes:**

First Name*

Muhammad

Last Name*

Masuldar

Occupation

Minuteman Press Wylie - Owner

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

I bring a unique, dual perspective to the Economic Development Board, combining over 20 years of corporate IT executive experience with the hands-on reality of being a local business owner within the North Texas region. My background directly aligns with the board's mission to attract sustainable enterprise, support local commerce, and foster innovation.

Employed by City of Wylie*☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

3

Months*

6

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

Boards and Commission Preferences

Board Preference 1:*

Wylie Economic Development Corporation

Board 1 Qualification*

serve, or have served, as Chief Executive Officer of a company serve, or have served, in a position of executive management of a company serve, or have served, in a professional capacity

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

Key areas of my experience that will benefit the board include:

Local Business Ownership & Operations: As an active owner and operator of a commercial franchise in the North Texas region, I understand the day-to-day economic drivers, regulatory environments, and challenges facing local businesses.

Staff notes:**Panel Notes:**

First Name*

Farazuddin

Last Name*

Mohammed

Occupation

Data Solutions Consultant

Work experience that may be beneficial to the board you are applying for.**Employed by City of Wylie***☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee***☐ Yes ☒ No**Address in ETJ?***☐ Yes ☒ No**Wylie Resident***☒ Yes ☐ No**Length of Wylie residency****Years***

4

Months*

6

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

Boards and Commission Preferences

Board Preference 1:*

Parks & Recreation Board

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification*

serve, or have served, in a professional capacity

Board Preference 3:

Planning & Zoning Commission

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

Serving as a member of a Board or Commission is an opportunity to contribute professional expertise toward the sustainable growth and well-being of the community. It provides a platform to ensure that local governance remains transparent, efficient, and responsive to the needs of residents and the

Staff notes:**Panel Notes:**

First Name*

Mary

Last Name*

Nitschke

Occupation

Director of Strategic Accounts for a Software Company

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

Have lead teams of 34. Work in Tech requires strict standards for SOC2 Compliance and protection of personal data. Formerly a Public Notary.

Employed by City of Wylie*
☐ Yes ☒ No
Spouse or domestic partner of a City of Wylie employee*
☐ Yes ☒ No
Address in ETJ?*
☐ Yes ☒ No
Wylie Resident*
☒ Yes ☐ No
Length of Wylie residency**Years***

6

Months*

9

Qualified Voter*
☒ Yes ☐ No
Currently Serving*
☒ Yes ☐ No
Length of Service*

3 years

Board/Commission*

Board of Review

Boards and Commission Preferences**Board Preference 1:***

Planning & Zoning Commission

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification*

serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity.

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

I think Wylie is amazing with a strong sense of Community. I want to be part of our great plan to grow our city, prepare for the future and grow thoughtfully to maintain our core distinct community culture.

Staff notes:**Panel Notes:**

First Name*

Bryan

Last Name*

Rogers

Occupation

Self employed

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

I am deeply involved in the construction industry. I am primarily focused in construction drawing package creation, permit acquisition, and construction management.

Employed by City of Wylie*
☐ Yes ☒ No
Spouse or domestic partner of a City of Wylie employee*
☐ Yes ☒ No
Address in ETJ?*
☐ Yes ☒ No
Wylie Resident*
☒ Yes ☐ No
Length of Wylie residency**Years***

24

Months*

0

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

Planning & Zoning Commission

Board Preference 2:

Wylie Economic Development Corporation

Board 2 Qualification*

serve, or have served, as Chief Executive Officer of a company; serve, or have served, in a position of executive management of a company; serve, or have served, in a professional capacity

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

I have lived in Wylie for 24 years and have seen it grow. I wish to help keep the atmosphere that we have here while managing growth in a manner that is equitable for the property owner while keeping our home town atmosphere intact. I have previous board experience and can be productive from day one

Staff notes:**Panel Notes:**

First Name *

Akbar

Last Name *

Shaik

Occupation

Head of AI / CEO

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

Head of AI / CEO for AI Startup

Employed by City of Wylie *☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee ***☐ Yes ☒ No**Address in ETJ? ***☐ Yes ☒ No**Wylie Resident ***☒ Yes ☐ No**Length of Wylie residency****Years ***

3

Months *

3

Qualified Voter *☐ Yes ☒ No**Currently Serving ***☒ Yes ☐ No**Length of Service ***

2 years

Board/Commission *

Construction Code Board

Boards and Commission Preferences**Board Preference 1: ***

Wylie Economic Development Corporation

Board 1 Qualification *

serve, or have served, as Chief Executive Officer of a company, serve, or have served, in a position of executive management of a company, serve, or have served, in a professional capacity.

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

Global AI Advisor & Speaker, Agentic AI Enterprise-Scale Business Impact, Data & AI Leader, Featured on Times Square, ..

4 international awards in AI and Data Analytics, 6 international publications, reputed memberships, many media publications and CEO of AI startup. Will grow Wylie Economically.

Staff notes:**Panel Notes:**

First Name *

Ksenia

Last Name *

Stepankina

Occupation

Director of Operations

Work experience that may be beneficial to the board you are applying for.**Employed by City of Wylie ***☐ Yes ☒ No**Spouse or domestic partner of a City of Wylie employee ***☐ Yes ☒ No**Address in ETJ? ***☐ Yes ☒ No**Wylie Resident ***☒ Yes ☐ No**Length of Wylie residency****Years ***

5

Months *

0

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

Library Board

Board Preference 2:

Animal Shelter Advisory Board

Board 2 Qualification *

Resident of the City of Wylie

Board Preference 3:

Wylie Economic Development Corporation

Board 3 Qualification *

serve, or have served, in a position of executive management of a company, serve, or have served, in a professional capacity

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

I'm motivated to serve my community and contribute in a meaningful way. I bring 10 years of operations experience, along with a thoughtful perspective shaped by being an avid reader and animal lover.

Staff notes:**Panel Notes:**



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, an amendment approving a Second Amendment to W2023-89-A On-Demand Ridesharing Public Private Partnership Program between the City of Wylie and TRIPPP Consulting, LLC, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

On September 26, 2023 the City executed Agreement W2023-89-A with TRIPPP Consulting to provide a Ridesharing Public Private Partnership to provide a transit program to serve the City of Wylie.

Since the inception of the Ride Awake Wylie Rideshare program, staff and TRIPPP have continued to collaborate to enhance the overall program. On September 24, 2024 Amendment No. 1 was executed in an effort to clarify that TRIPPP, as an independent contractor, may utilize other Subcontractor(s), including Transportation Network Company(s), for the Program. The Amendment removed Maruti ("Maruti") as a Subcontractor to provide On Demand Non-Emergency Medical Transportation Service ("paratransit") for the Project.

The program has been well received, consistently utilized, and continues to experience meaningful growth. As demand increases, we are evaluating opportunities to further strengthen and expand the program to meet the community's mobility needs. Amendment No. 2 is being proposed to meet those needs.

In summary, the proposed changes are as follows:

1. Rider fee shall increase from \$4.00 per ride to \$5.00 per ride.
2. UberX Share shall be the priority type of Uber product available for vouchers.
3. Total vouchers per month per rider shall be 12.

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS AND
TRIPPP CONSULTING, LLC W2023-89-A ON-DEMAND RIDESHARING PUBLIC PRIVATE
PARTNERSHIP PROGRAM**

This Amendment No. 2 to the Agreement between the City of Wylie, Texas and TRIPPP Consulting, LLC for a Ridesharing Public Private Partnership (“Project”) is made by and between the City of Wylie, Texas (“City”) and TRIPPP Consulting, LLC (“TRIPPP” or “Contractor”).

WHEREAS, the City and TRIPPP executed an Agreement dated September 26, 2023 (“Agreement”), that provides that TRIPPP will implement and provide a Ridesharing Public Private Partnership to provide a transit program to serve the City.

WHEREAS, the City has determined that it is beneficial to the citizens of Wylie to consider the establishment of a single, regionally expanded service territory and a uniform set of program rules, while allocating financial responsibility among the Parties according to the trip-allocation methodology set forth in this Agreement;

WHEREAS, the City and TRIPPP have determined that it is necessary to amend the Agreement to clarify that the service area map may include additional boundaries for the Program.

WHEREAS, the Party(ies) intend that this Agreement be interpreted to preserve Wylie’s procurement posture and to implement the expanded program to the fullest extent permitted by applicable law, while recognizing that any operational direction to TRIPPP shall continue to flow through Wylie under Contract No. W2023-89-A, including any lawful amendment, extension, or renewal thereof; and

WHEREAS, the City and TRIPPP have determined that this Agreement serves a public purpose, is in the best interests of its citizens, and will be supported solely from current revenues legally available to the paying Party.

NOW, THEREFORE, premises considered, the City and TRIPPP agree that said Agreement is amended as follows:

The Agreement is hereby Amended as follows:

a. Amendment to “3. Compensation and Payment Schedule.”

3. Compensation and Payment Schedule.

- c. A ~~\$5.00~~ ~~\$4.00~~ per rider fee is charged per each trip. This fee is paid by the rider to Subcontractor. The fee is deducted from the final invoice per each trip billed to Wylie.
- g. Wylie shall not publicly announce a new fare rule, destination expansion, budget increase, or other material Program change without first coordinating with Participating Parties.

b. Amendment to “Exhibit B Contractor’s Proposal and Insurance Documents.”

1.2.5 Service Area (Geofence).

1.2.5.a **Regional Geofence.** The Regional Geofence shall be reflected in Exhibit E and is intended to encompass the city limits of Wylie, together with any Approved External Destinations. The final mapped geofence may be adjusted prior to launch to match

operational realities, municipal boundaries, provider constraints, and lawful administrative decisions by the Parties.

1.2.5.b **Qualifying Trip Standard.** Except as otherwise expressly allowed in this Agreement, a Qualifying Trip must begin and end within the Geofence. Trips that begin outside the Geofence or end outside the Geofence do not qualify for subsidy under this Agreement.

1.2.5.c **Final Completed Trip Record Controls.** For purposes of cost allocation, qualification, and auditing, the final completed Trip Record controls, rather than the rider's originally requested destination, estimated route, or intermediate rerouting history.

1.2.5.d **Lat/Long Verification; Mapping Tolerance.** The Parties acknowledge that provider systems and dashboard reporting may rely on latitude/longitude coordinates and that minor inaccuracies can occur due to truncation, GPS drift, parcel geometry, or mapping error. Wylie may apply a commercially reasonable tolerance policy when determining whether a trip qualifies, including parcel-based review or coordinate-buffer review.

1.2.5.e **No Out-of-Geofence Qualification.** A trip that is rerouted or completed outside the Geofence shall not qualify merely because it was originally requested within the Geofence. If the final drop-off lies outside the Geofence, the trip is not a Qualifying Trip unless Wylie determines that a mapping tolerance under Subsection 1.2.5.d applies.

1.2.7 **Uber rides.** UberX Share shall be the priority type of Uber product available for vouchers.

~~Wylie officials will select the types of Uber products that are available for vouchers. The Uber platform offers riders a variety of products to choose from. Below are two products you may be most interested in offering your riders.—~~



UberX

~~UberX is the most popular option that allows four riders to travel together at no extra cost. This is a great option for families and friends.~~



UberX Share

~~As a city within the Greater Dallas Area, we are proud to mention that Wylie is one of a handful of select cities where UberX Share is available. UberX Share provides a shared ride experience that is more affordable than an UberX trip.—~~

~~Riders can save up to 20% when matched with another rider along their route. This is a great option for riders to maximize their transportation subsidy and help reduce congestion in Wylie.~~

~~Other Uber products that are available for riders include:~~

- ~~• UberXL~~
- ~~• Comfort~~
- ~~• Español~~
- ~~• Uber Pet~~
- ~~• Premier~~
- ~~• Premier SUV~~

This Amendment No. 2 shall be in full force and effect as of October 1, 2026.

TRIPPP Consulting, LLC

City of Wylie, Texas

(Signature)

Name: Rick Koch

Title: Owner

Date: _____

(Signature)

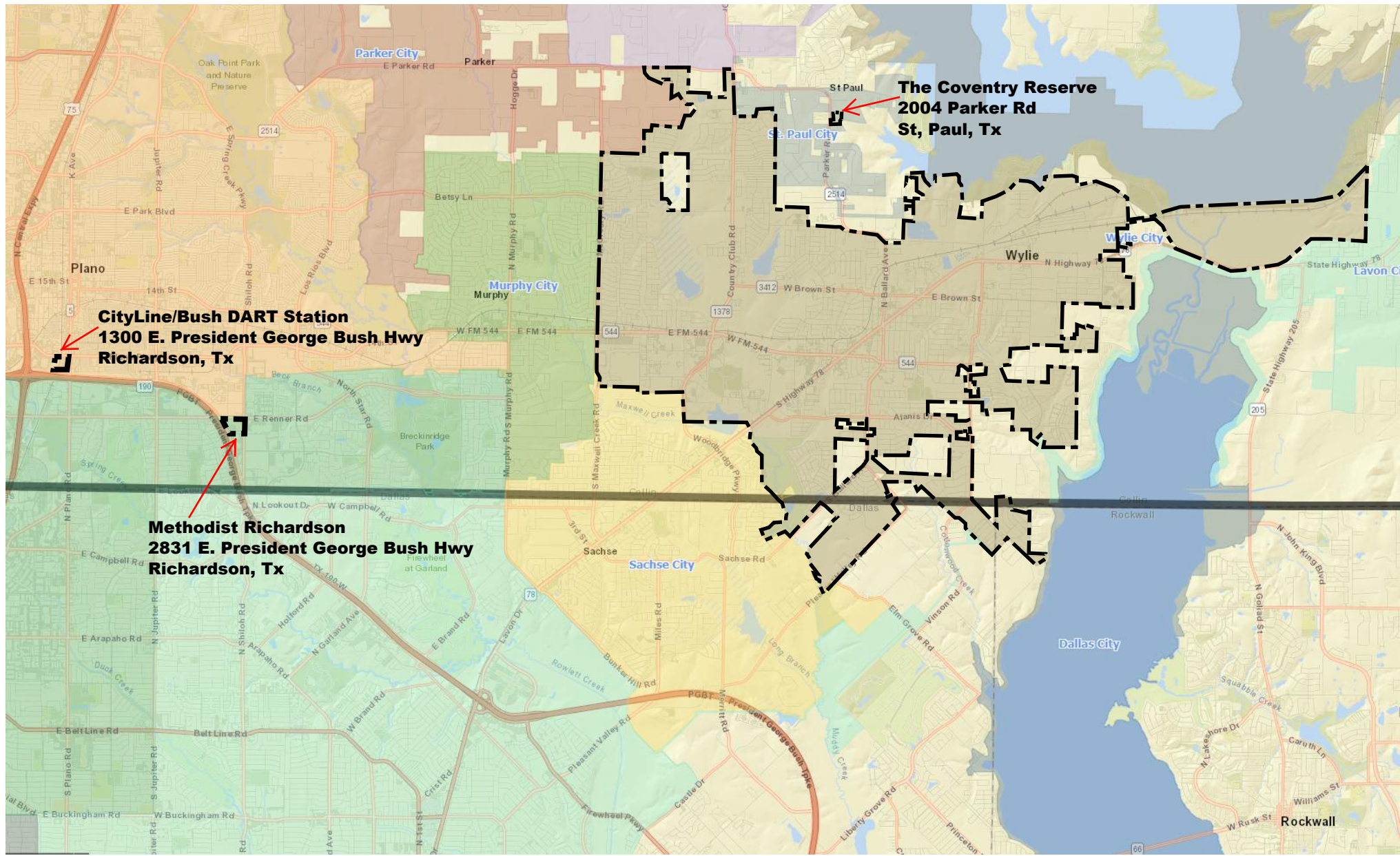
Name: Brent Parker

Title: City Manager

Date: _____

EXHIBIT E

REGIONAL GEOFENCE





Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Stephanie Storm

Account Code: _____

Subject

Community Waste Disposal (CWD) Annual Review.

Recommendation

Discussion

Robert Medigovich, CWD Municipal Coordinator, will present the annual report to the City Council.



Partners Since 2008



Council Meeting Presentation

September 22, 2026

Jason Roemer

President

Robert Medigovich

Municipal Coordinator



**Partners Since
2008**





CWD Presentation

2026 Year in Review
2026 Cost Adjustment

for the
City of Wylie



**Partners Since
2008**



CWD & the City of Wylie



Partners Since
2008

**CWD, City of Wylie:
a Beneficial Partnership**

Community Waste Disposal has been providing award-winning solid waste, recycling and commercial services to the Wylie community since September 2008. When service began, there were only 12,400 homes in the community, a number that has increased by approximately 40% in the past 17 years.

Greg Roemer, CEO of CWD, started the company in 1984 with two employees, two trucks, and zero customers; it has grown to become the largest locally owned and operated solid waste hauler in the Dallas-Fort Worth Metroplex. CWD is a family-owned business, with Greg's son Jason Roemer serving as president and daughter Nicole Roemer as municipal director.

CWD's formula for satisfying clients is twofold: the right equipment and the right people. Despite the company's modest beginnings, it now boasts a fleet of over 185 trucks and a staff of over 500. CWD has "grown carefully," with one constant strategy for success: doing what's best for its customers.

The City of Euless was CWD's first municipal customer. That relationship began in 1992, and CWD now services 38 municipal customers in the Dallas-Fort Worth Metroplex. In 2024, website "Waste 360" ranked CWD number 23 in its annual Top 40 in Waste and Recycling and in the top 10 among private companies.

CWD provides Wylie residents with weekly residential trash and recycling service with a 95-gallon cart and bulk and brush service once a month. CWD does not operate dirty diesel in the community of Wylie, but rather environmentally conscious Compressed Natural Gas vehicles. CWD has the largest fleet of CNG solid waste vehicles in North Texas which contributes to improving air quality. The American Lung Association ranks the Dallas Metroplex area in the top 10 of ozone pollution annually.

At the EarthX Low Energy and Environmental Conference held Oct. 22, 2024, former Texas Senator Kay Bailey Hutchison stated, "CNG and CNG vehicles have helped reduce the carbon footprint in Texas by 20% in the past decade." CWD and the City of Wylie are doing their part to help to reduce the carbon footprint in Texas.

CWD is not merely a solid waste contractor in Wylie; it's a community partner as well. For almost two decades, CWD has worked with City of Wylie staff, Wylie Area Chamber of Commerce, Wylie Downtown Merchants Association and Wylie ISD to implement sustainable practices at all community events, including Bluegrass on Ballard, Wylie Arts Festival, Run on Ballard, Wylie Championship Rodeo, and Taste of Wylie. Its goal is to make each event a "green event," or one that implements sustainable practices for the attendees.

For the last two years, CWD has provided reusable bags filled with plates and utensils at Taste of Wylie, benefiting the Wylie Christian Care Center. At this annual event, the 500-700 attendees are treated to samples of local restaurant and supermarket fare. This is but one example of the partnership between CWD and the City of Wylie, as both entities work to reduce the number of plastic bags in the waste stream.

"Wylie is known for our special events that bring the community together and visitors to our city to experience firsthand our unique high quality of life," said Wylie Mayor Matthew Porter. "We value partners like CWD who support our events and bring them to the community."

CWD partners with the City of Wylie twice a year to host an Xtreme Green Event, at which Wylie residents are able to divert household hazardous waste materials, used electronics, old tires, and scrap metal from the landfill and shred confidential documents.

The fall 2025 event will be from 8 a.m. to 1 p.m. Saturday, Nov. 1, at 949 Hensley. Visit communitywastedisposal.com or wylietexas.gov for more information.

The partnership between CWD and the City of Wylie has resulted in local, state, and national recognition for environmental programs. The North America Hazardous Materials Management Association has recognized Wylie's innovative Xtreme Green events, and the State of Texas Alliance of Recycling has honored the sustainable practices at community events.

CWD and City of Wylie officials look ahead to years of continued partnership as they work to keep the community moving forward.

City of Wylie's Honorable Mayor Matthew Porter and Wylie Manager Orie Leston are presented the STAR award by CWD Municipal Coordinator Robert Medgorsch.

CWD proudly supports the Taste of Wylie!

Mark your calendar for the upcoming X-treme Green event on Nov. 1, 2025 from 8 a.m. - 1 p.m.

40 Years CWD
Community Waste Disposal.com
972.392.9300
www.communitywastedisposal.com

The Wylie Connection

Since CWD started servicing the City of Wylie in 2008, there has been a 41.70% increase in the number of homes.



Residential Services

Trash & Recycling Service



95-gallon carts are provided for weekly trash and recycling pickups. We have all Compressed Natural Gas (CNG) and GVW-compliant vehicles running the streets of Wylie five days a week.



**Partners Since
2008**



Residential Services

Bulk & Loose Brush Serviced on Saturdays



Partners Since
2008



Bulk and Brush Collection on Saturdays, according to your trash service day

Monday - 1st Saturday

Tuesday – 2nd Saturday

Wednesday – 3rd Saturday

Thursday/Friday - 4th Saturday



Residential Services

Rear Load Collection on Saturdays



**Drivers and Rear Loaders at 949 Hensley
8:00 a.m. – Noon on Saturdays**



**Partners Since
2008**



Single Stream Recycling Collection

Multifamily Locations and Wylie ISD



Partners Since
2008



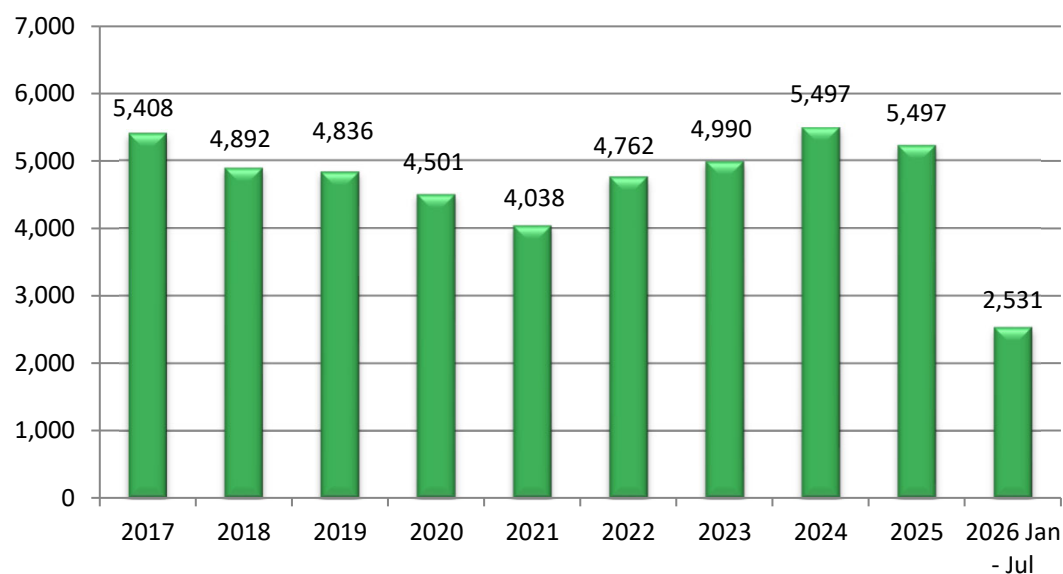
**Wylie apartments have
Single Stream Recycling
Containers.**



**Campus staff may place all
fiber materials in containers
which are serviced once a
week.**



Wylie Residential Recycled Materials Annual Tonnage



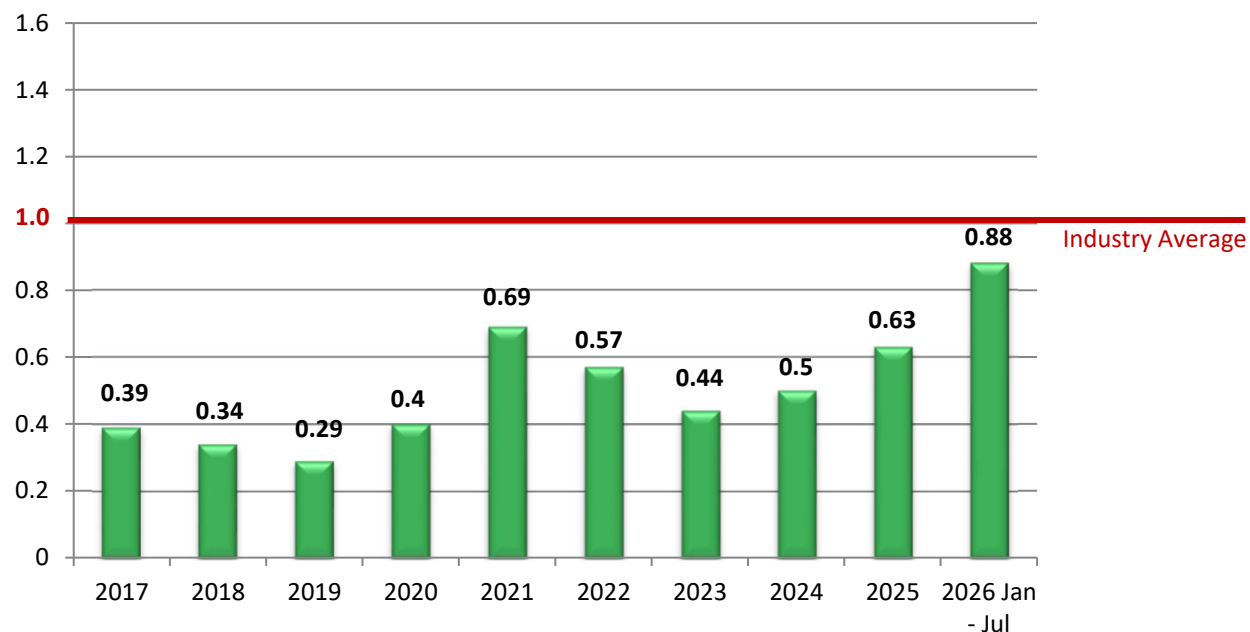
**Wylie residents have recycled 2,531 tons of material
from January through July 2026.**



**Partners Since
2008**



Customer Service Inquiries Per 1,000 Service Opportunities



1,325,140 service opportunities year to date; 1,169 inquiries

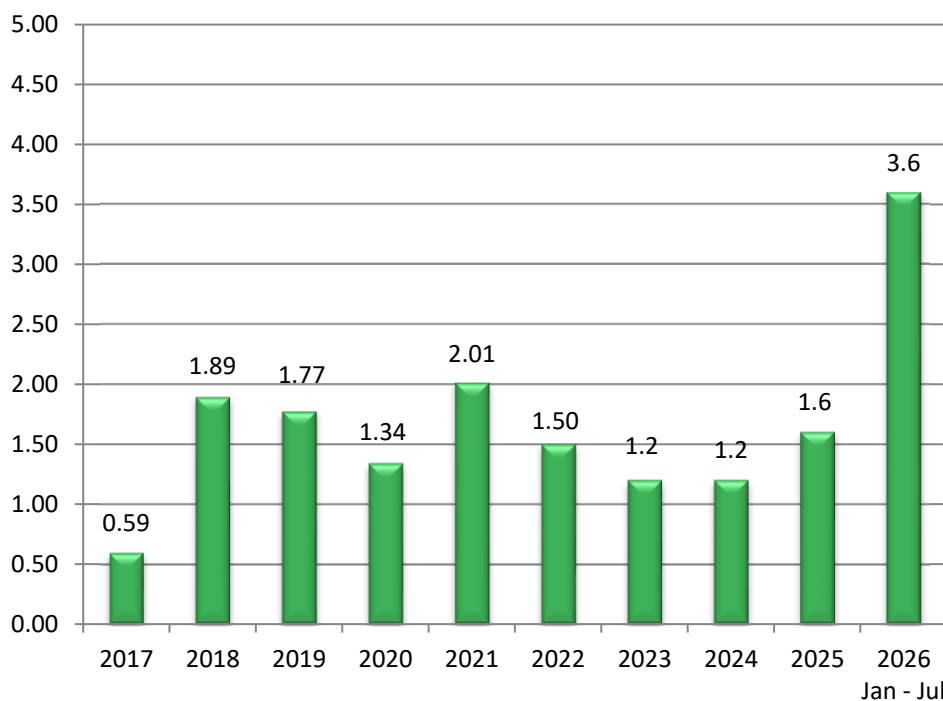


**Partners Since
2008**



Wylie Residential Driver Incidents Per 100,000 Service Opportunities

RDIs can include a vehicle accident, a property claim, reckless driving, or a conduct complaint.



1,325,140 yearly service opportunities; 48 incidents



**Partners Since
2008**



CWD Company Update

Site Improvements



- | | |
|--|--|
| <p>1. CNG Truck Parking Expansion
✓ January 2024</p> <p>2. Transfer Station Expansion
✓ May 2025</p> | <p>3. Materials Recovery Facility (MRF) Upgrade
✓ Q2 2026</p> <p>4. Maintenance Relocation and Expansion
• Q1 2027</p> |
|--|--|



Partners Since
2008

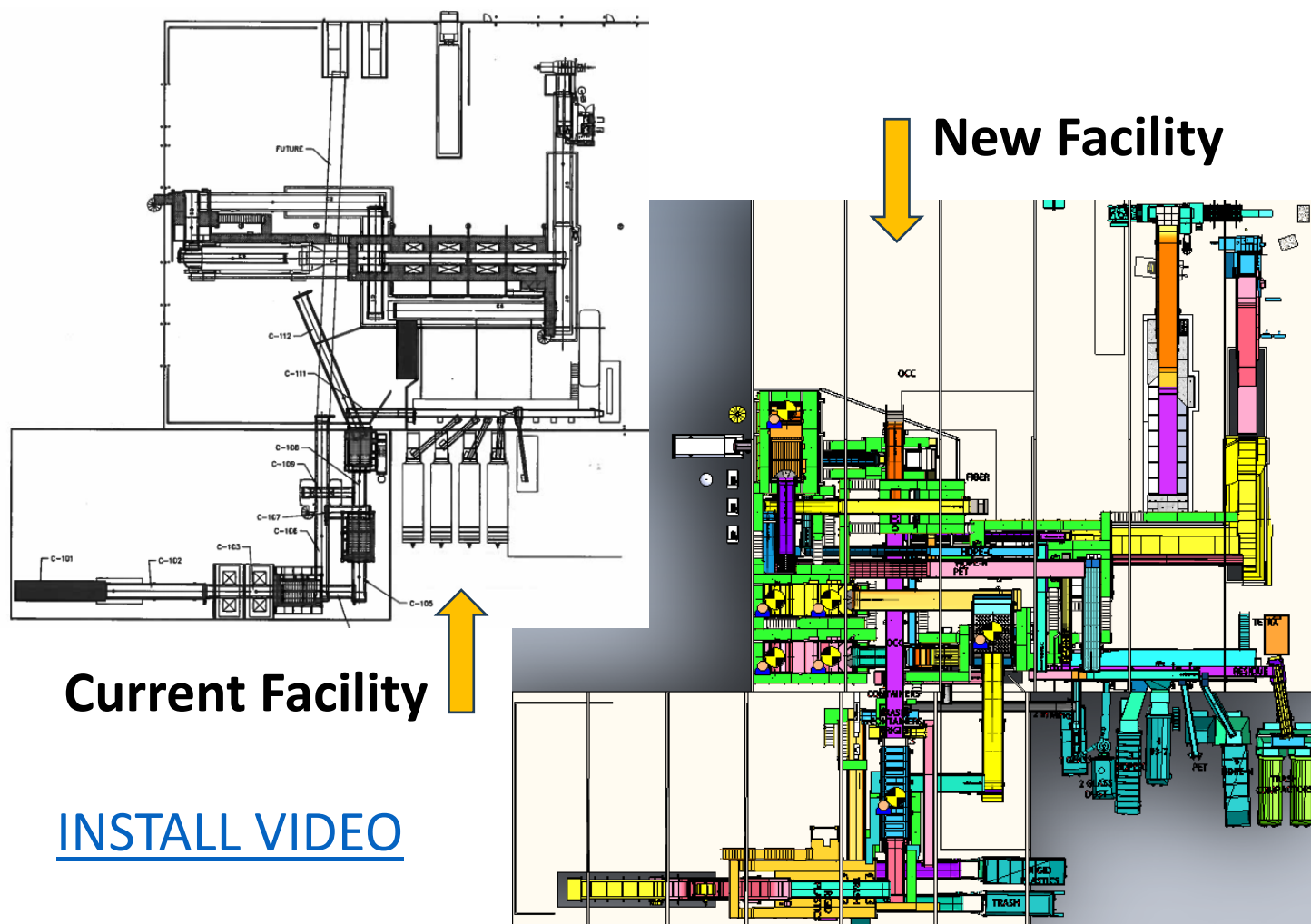


CWD Company Update

MRF Upgrade

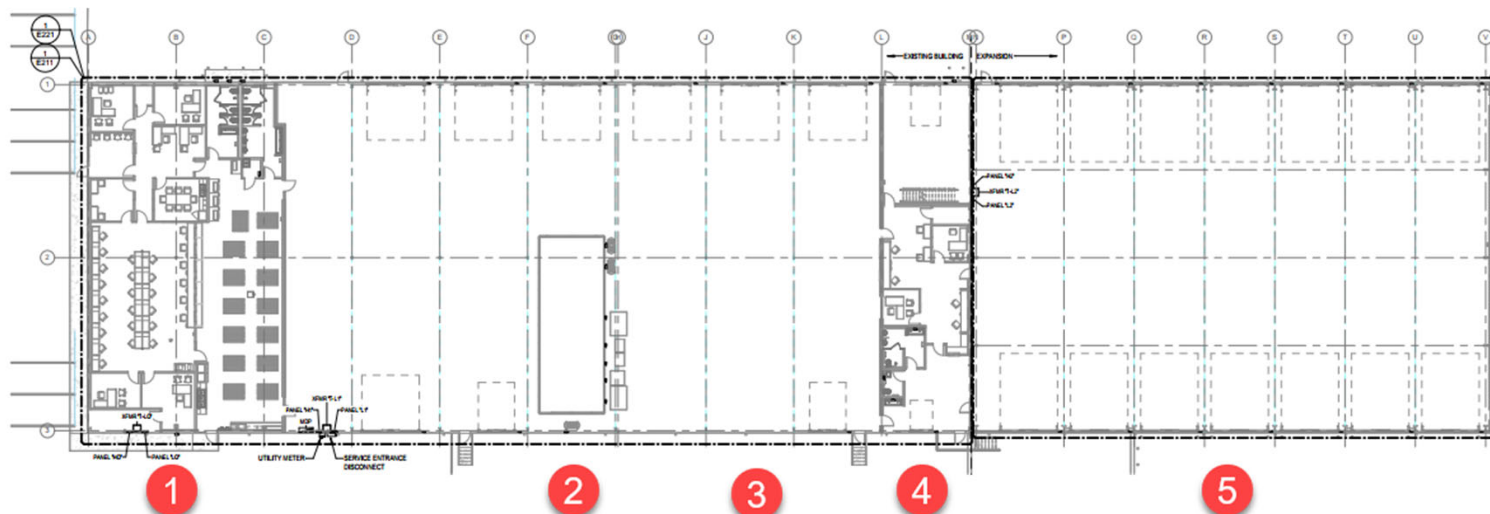
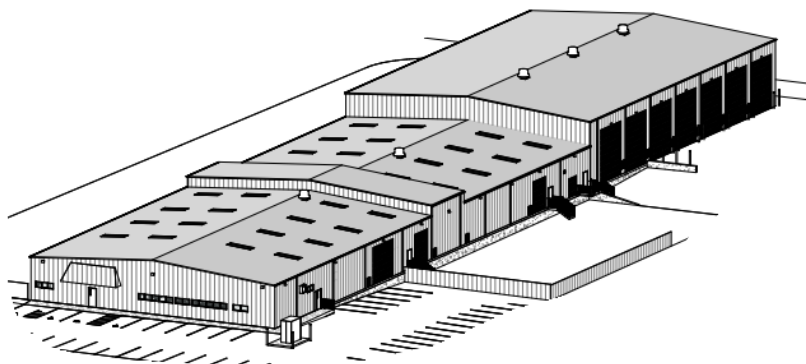


Partners Since
2008



CWD Company Update

Maintenance Project

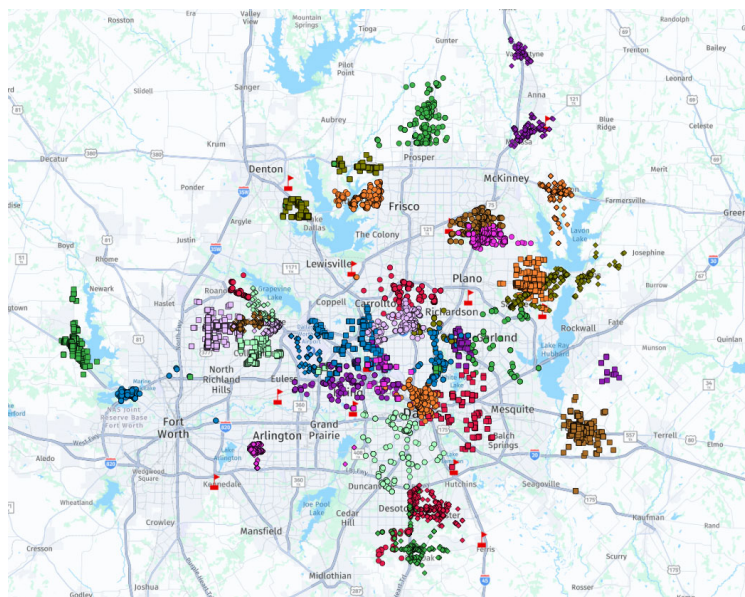


Partners Since
2008



CWD Company Update

Back Office & Equipment Purchases



Equipment Orders

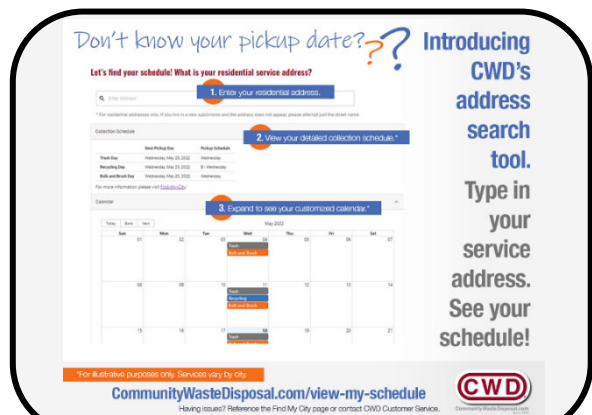
- CWD has 57 collection vehicles on order to arrive by the end of 2027.
 - 2026 Order – 27 Trucks – Replacement (8) and internal growth (19)
 - 2027 Order – 30 Trucks – Replacement (18) and internal growth (12)



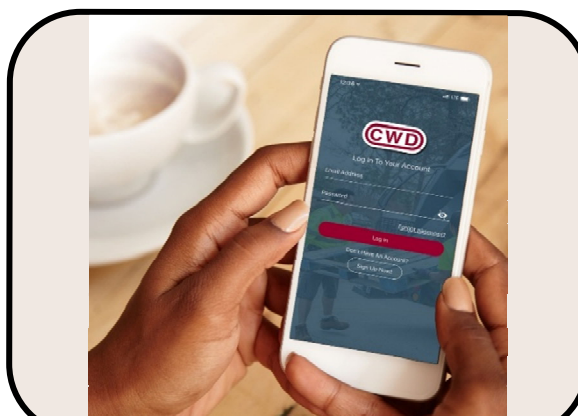
Partners Since
2008



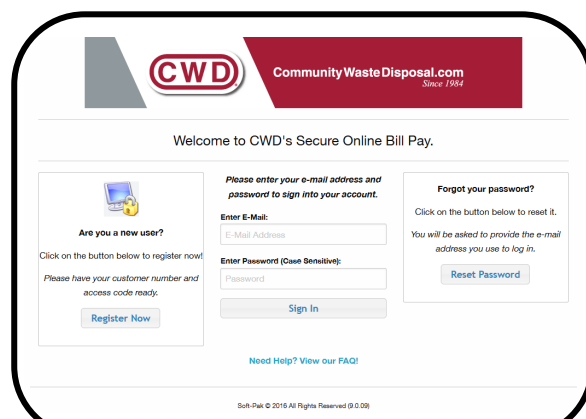
Customer Service Technology



Quickly search for address-specific service information via CWD's View My Schedule tool!



Easily manage trash and recycling accounts via the CWD Mobile App!



Keep your commercial account up to date via CWD's secure Online Bill Pay portal!



Partners Since
2008



CNG-Powered Vehicles

Compressed Natural Gas vs. Diesel



Lower Fuel Costs – Cleaner Emissions – Quieter Engine Operation



**Partners Since
2008**



Increased Costs

Public Index Changes

- Terms of Contract
- 3 Public Indices
 - CPI-U (DFW All Urban - Less Energy)
 - CNG (Henry Hub Natural Gas)
 - Disposal (Hinton Landfill)
- 2025 – 2026 Index Changes
 - CPI-U **+2.10%**
 - CNG **-12.05%**
 - Disposal **+4.35%**



Partners Since
2008



City of Wylie

October 1st Annual Cost Adjustment



Partners Since
2008

	Front Load	Roll Off	Roll Off Excessive Weight	Residential Trash	Residential Recycle
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
	100%	100%	100%	100%	100%

	Front Load	Roll Off	Roll Off Excessive Weight	Residential Trash	Residential Recycle
CPI	1.45%	1.22%	0.00%	1.47%	1.79%
CNG Fuel	-0.36%	-0.48%	0.00%	-0.60%	-0.60%
Disposal	1.22%	1.65%	4.35%	1.09%	0.44%
Total	2.31%	2.39%	4.35%	1.96%	1.62%

2025 Residential Rate \$13.99

2026 Residential Rate \$14.25

2025 Commercial 1x8x1 \$198.56

2026 Commercial 1x8x1 \$203.13

2025 Additional Carts Each \$5.76

2026 Additional Carts Each \$5.87

2025 Commercial 35 SC Haul \$841.06

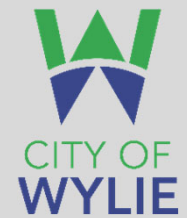
2026 Commercial 35 SC Haul \$861.15





**Partners Since
2008**

Robert Medigovich
Municipal Coordinator



X-treme Green Events

One-stop Place to Dispose of HHW & Used Electronics



HHW



Used Electronics



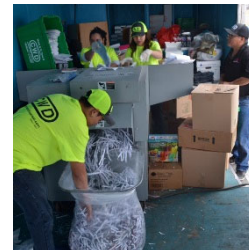
Tires (No Rims)



Appliances



Shredding



Wylie residents have diverted 46,696 pounds of HHW, used electronics, tires, scrap metal, and shredded paper so far in 2026.



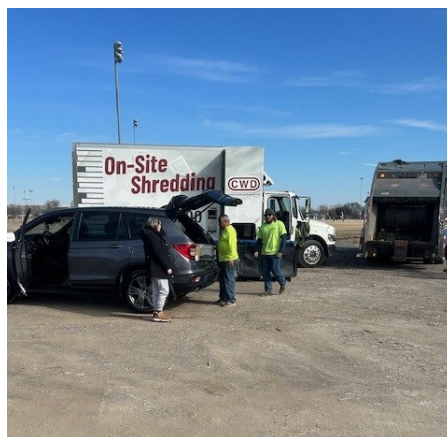
**Partners Since
2008**



Spring & Fall X-treme Green Events



Partners Since
2008



X-treme Green Events are held at 929 Hensley twice a year.
2026 Events: February 27 and November 7



Community Partnership Paint Reuse Program



CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in 1- and 5-gallon cans in various shades. Since the program's introduction, CWD has distributed a total of 10,629 gallons of free paint.



**Partners Since
2008**



Community Partnership Green Events & Sponsorships



State of the City / March



State of the Chamber / April



Partners Since
2008



Community Partnership Green Events & Sponsorships



**Wylie ISD Education Foundation Boots 'N Barbecue Gala
13 years of Support + a Classroom Grant!**



**Partners Since
2008**



Community Partnership

Green Events & Sponsorships



Taste of Wylie
3rd Year Sponsor



Partners Since
2008



Community Partnership Green Events & Sponsorships



Partners Since
2008



Bluegrass on Ballard
CWD's 15th Year to be Involved!



Community Partnership Green Events & Sponsorships



Partners Since
2008



**Trailblazer Sponsor of Wylie Chamber of Commerce
East Collin County Women's Conference – Third Year**

Community Partnership Green Events & Sponsorships



**Juneteenth Freedom Celebration
June 13th**



**America 250 Celebration
July 3rd**



**Partners Since
2008**



Community Partnership Green Events & Sponsorships



Partners Since
2008



No Wylie Rodeo Event in 2026



Community Partnership

Green Events & Sponsorships



Partners Since
2008



Boo on Ballard



Wylie Arts Festival



Community Partnership Green Events & Sponsorships



Elfin Gala & Awards Celebration



Partners Since
2008



Community Partnership Green Events & Sponsorships



**Toys for Tots Donations
2024 – Wylie Police / 2025 – Wylie ISD**



**Partners Since
2008**



Thank you, Brent, for your partnership.



**Partners Since
2008**



Saved Resources

The City of Wylie
Recycled 2,531 Tons January – July 2026

SAVING:

43,027 Trees
961,780 Gallons of Oil
17,717,000 Gallons of Water
8,352 Yards of Landfill Space
10,377,100 Kilowatt Hours of Electricity



**Partners Since
2008**



Greening a Generation

Thank You for Another Successful Year



Your artisan chairs are made from 100% recycled materials.



**Partners Since
2008**





Working Together to Bring You More





Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approving an agreement with Clear Career Professionals for Recruitment Services for the City of Wylie, Texas City Manager.

Recommendation

Motion to approve the Item as presented.

Discussion

This Item was added at the request of the Mayor.