

Wylie City Council Regular Meeting

May 09, 2023 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Invocation by Pastor Keith Spurgin, New Hope Church.

PRESENTATION TO OUTGOING COUNCILMEMBERS

Presentation of appreciation to outgoing Councilmembers Timothy "Toby" Wallis and Garrett Mize.

ISSUANCE OF CERTIFICATE OF ELECTIONS & ADMINISTRATION OF OATH OF OFFICE

Mayor-elect Matthew Porter, and Councilmembers-elect Sid Hoover, Place 5, and Gino Mulliqi, Place 6.

PRESENTATIONS & RECOGNITIONS

PR1. National Police Week.

PR2. Economic Development Week.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the April 25, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G23Q0010 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 19, 2023 through September 9, 2023 for a sum not to exceed \$53,896.98.
- C. Consider, and act upon, the approval of a request to construct a new residential structure on an existing lot for retail/office use, located at 308 N. Ballard within the Downtown Historic District.

- D. Consider, and act upon, the approval of a request for substantial renovation to construct a new kitchen to an existing residential structure, located at 304 W. Jefferson St. within the Downtown Historic District.
- E. Consider, and act upon, the approval of an update to the 2023 Procurement Manual.
- F. Consider, and act upon, the award of bid #W2023-22-B for Eubanks Lane Improvements from Hwy. 78 to North Texas Municipal Water District Entrance Drive to McMahon Contracting, LP in the amount of \$3,444,832 and authorizing the City Manager to execute any and all necessary documents.
- G. Consider, and act upon, the purchase of two (2) 2016 Horton Ford F550 ambulances from Siddons-Martin Emergency Group in the amount of \$247,403.00; and authorizing the City Manager to sign any and all necessary documents.
- H. Consider, and act upon, Resolution No. 2023-07(R) authorizing the purchase of a LIFEPAK 15 V4 Cardiac Monitor and service agreement from Stryker Sales Corporation Medical Division, as a single source purchase exempt from the competitive bid law pursuant to Local Government Code, Section 252.022(a), in the amount of \$50,926.68; and authorizing the City Manager to execute any necessary documents.

REGULAR AGENDA

- 1. Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2023 and ending May 2024.
- 2. **Tabled from 04-25-2023**
Remove from table and consider

Consider, and act upon, Ordinance No. 2023-17 for a change in zoning from Manufactured Home (MH) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a motor vehicle fueling station with convenience store and car wash on 1.793 acres, property located at 1001 S. Highway 78 (ZC 2023-05).
- 3. Consider, and act upon, Resolution No. 2023-08(R), approving a Chapter 380 Grant Agreement between the City of Wylie and Agape Resource and Assistance Center, a Texas nonprofit 501(c)(3) tax exempt corporation, and authorizing the City Manager to execute the Chapter 380 Grant Agreement.
- 4. Consider, and act upon, the appointment of a 2023 Board and Commissions City Council Interview Panel to conduct the May 2023 board applicant interviews.
- 5. Consider, and act upon, the appointment of three-committee members to the City of Wylie City Council Subcommittee to represent the City of Wylie in meetings with the Wylie Independent School District City/Schools Partnerships Committee.

WORK SESSION

- WS1. Discuss the potential development of 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.
- WS2. Discuss 4th of July Fireworks Show.

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 in the area of Parker Rd. and Country Club Rd.

ES2. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Parker, Jackson/Oak, and State Hwy 78/Brown.

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-6a, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9b, 2021-9f, 2022-1c, 2022-7b, 2022-10d, 2023-1a, 2023-1c, 2023-2d, 2023-3b, and 2023-4c.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT**CERTIFICATION**

I certify that this Notice of Meeting was posted on May 5, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting

or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the April 25, 2023 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

April 25, 2023 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:01 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Timothy T. Wallis, and Councilman Garrett Mize (6:18 p.m.). Councilman Scott Williams was absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Police Chief Anthony Henderson; Assistant Fire Chief Brian Ritter; Public Works Director Tommy Weir; Assistant Library Director Lisa Galletta; Finance Director Melissa Brown; Public Information Officer Craig Kelly; City Secretary Stephanie Storm; City Engineer Tim Porter; Community Services Director Jasen Haskins; Parks and Recreation Director Carmen Powlen; Wylie Economic Development Executive Director Jason Greiner; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Small Business Week.

Mayor Porter presented a proclamation proclaiming April 30-May 6, 2023 as National Small Business Week in Wylie, Texas. Members of the Wylie Chamber of Commerce, WEDC staff and board members, the Downtown Merchants Association, and small business owners were present to accept the Proclamation.

PR2. Military Brats Month.

Mayor Porter recognized April 2023 as Military Children's/Brats Month in Wylie, Texas.

COMMENTS ON NON-AGENDA ITEMS

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

There were no citizens present wishing to address the Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the April 11, 2023 Regular City Council Meeting minutes.
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2023.
- C. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2023.
- D. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2023.
- E. Consider, and act upon, Ordinance No. 2023-16 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 0.7866 acres, property located at 3008 W FM 544 (ZC 2023-04).
- F. Consider, and act upon, Ordinance No. 2023-17 for a change in zoning from Manufactured Home (MH) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a motor vehicle fueling station with convenience store and car wash on 1.793 acres, property located at 1001 S. Highway 78 (ZC 2023-05).
- G. Consider, and act upon, Ordinance No. 2023-18 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Planned Development (CC-PD) on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2023-02).
- H. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.
- I. Consider, and place on file, the Animal Shelter Advisory Board Bylaws and Rules of Procedure.

Mayor Porter announced comment forms were submitted for Items E, F, and G. Mayor *pro tem* Forrester requested Items E, F, and G be pulled from the Consent Agenda and considered individually.

Council Action

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

REGULAR AGENDA

- E. Consider, and act upon, Ordinance No. 2023-16 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive-thru on 0.7866 acres, property located at 3008 W FM 544 (ZC 2023-04).

Citizen Comments

Red Byboth, a local commercial property owner, addressed Council requesting they take into consideration that some tracts are not as easy to develop as others, and within reason, the City cannot tell a property owner what they can or cannot do with their property.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Item E as presented. A vote was taken and the motion passed 5-1 with Councilman Mize voting against and Councilman Williams absent.

- F. Consider, and act upon, Ordinance No. 2023-17 for a change in zoning from Manufactured Home (MH) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a motor vehicle fueling station with convenience store and car wash on 1.793 acres, property located at 1001 S. Highway 78 (ZC 2023-05).

Citizen Comments

Red Byboth addressed Council stating this is a triangular piece of land and is not as easy to develop as other tracts in the City, and added it appears that it will be a good reputable development. Byboth added that he believes the benefits of the development will outweigh the detriments.

Doug Whitby, representing the owner of the mobile home park that is next to the proposed development, addressed Council requesting the Council table this item to a future meeting to give them more time and to have the owner of the business present to address the Council.

Devan Pharis, representing Estacado Interests, addressed Council adding the owner of the mobile home park is not able to attend this evening and requested the Council table this item to May 9, 2023.

Council Comments

Councilman Duke requested Council reconsider this item based on the concerns expressed at the previous meeting and added he had traffic concerns. Mayor Porter confirmed that a Traffic Impact Analysis (TIA) has not been completed. Pharis replied a TIA has not been completed yet as they are timely and expensive, but they fully intend on doing one if the request for the Special Use Permit is approved. Ferris added a TIA is required by TxDOT. Councilman Mize added at the last meeting he expressed concerns about sound disturbances, and after thinking about the decibels further, his concerns have been eased.

Council Action

A motion was made by Councilman Duke, seconded by Councilman Mize, to table Item F to the May 9, 2023 City Council meeting. A vote was taken and the motion passed 5-1 with Councilman Strang voting against and Williams absent.

- G. Consider, and act upon, Ordinance No. 2023-18 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Planned Development (CC-PD) on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2023-02).**

Citizen Comments

Red Byboth addressed Council stating he fails to see the difference between this item and the others when it comes to concerns expressed, added he is all for smart commercial development, and thanked Council for serving.

Council Action

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

- 1. Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2023 to May 31, 2025.**

Council Comments

Mayor Porter requested current board member Keith Stephens come forward to speak on some items the NTMWD Board is currently working on. Stephens addressed Council stating he served as the Water Committee Chair last year, and the Personnel Committee Chair this year. Currently, they have water supply secured until 2035 and are planning for out to 2050. Mayor *pro tem* Forrester asked how long the process for Bois D'Arc Lake took. Stephens responded it took about 14 years to get the lake to completion, and added this will be the first reservoir that the NTMWD District will manage. Council thanked Mr. Stephens for his service and thanked his spouse for her support.

Council Action

A motion was made by Mayor Porter, seconded by Mayor *pro tem* Forrester, to appoint Keith Stephens to the North Texas Municipal Water District (NTMWD) Board of Directors for a term to begin June 1, 2023 and end May 31, 2025. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

2. **Consider, and act upon, Ordinance No. 2023-19, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation), Article IX (Cemeteries) to Disband and remove the Cemetery Advisory Board.**

Staff Comments

Deputy City Manager Ollie addressed Council stating a Cemetery Advisory Board was created to acquire and maintain the cemeteries located in Wylie. After further discussion and research about the transition, some issues arose including title insurance and staff time required; therefore, it was determined that the City would not pursue the transition to acquire the cemeteries. Ollie reported she did meet with the Cemetery Advisory Board in April to discuss this with them and they directed staff to bring an ordinance before Council to disband the Cemetery Advisory Board. Ollie added the City does own four cemeteries that are not active but are historical, which will allow for future volunteer opportunities.

Council Comments

Mayor Porter added he appreciates staff and the Board's work on this but understands the concerns that have arisen. Mayor *pro tem* Forrester requested that staff communicate to the Board members that there are other boards that they can apply to serve on.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Item 2 as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

Mayor Porter recessed the Council into a break at 6:51 p.m.

Mayor Porter reconvened the Council into Regular Session at 6:56 p.m.

WORK SESSION

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

WS1. Discuss results of the Downtown Drainage Study.

Robert Armstrong and Gabriela Bell, representing Huitt-Zollars, Inc., addressed Council giving a presentation on the Downtown Historic Area Drainage Master Plan including the project background, goals, presentation overview, existing conditions including the project area-downtown east and west; fully developed conditions including future downtown development, downtown east, and downtown west; proposed improvements including Option 1: Underground Detention with an estimated construction cost of \$7,300,000 and an estimated design fee of \$460,000, Option 2: Reinforced Concrete Box (RCB) storage under streets with an estimated cost of \$17,400,000 and an estimated design fee of \$1,150,000, Option 3: Aboveground and Underground Detention with an estimated construction cost of \$5,600,000 and an estimated design fee of \$340,000, and Option 3A: Aboveground (vertical walls) and Underground Detention with an estimated construction cost of \$6,100,000 and an estimated design fee of \$370,000; cost estimate summary; concepts for areas outside of downtown including Douglas Court/Akin Lane, Douglas Drive, and 1st Street/Stone Road.

Council questions included does the proposed cost include the cost of repaving parking lots and streets, regarding the Future Downtown Development what extent of ground coverage was used; along Birmingham Street, Lot 3, has that been looked at becoming detention in the future; if Option 1: Underground Detention were are inlets proposed; what is the cost to run inlets for a block; and asked if there was a way to do a groundwater recapture and reuse in that area.

Council feedback included communicating with NTMWD and EDC about detention in the area and bringing back a phased approach taking into consideration the upcoming projects in the area.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 7:52 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive session at 7:53 p.m. and invited Councilmembers-elect Sid Hoover and Gino Mulliqi.

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

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

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

ES2. Discussion concerning real property for the FM 544 Capital Improvements Project.

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2021-2d, 2021-5a, 2021-6a, 2021-6c, 2021-8a, 2021-9b, 2021-9f, 2022-1b, 2022-1c, 2022-7b, 2022-10d, 2023-1a, 2023-1b, 2023-1c, 2023-1d, 2023-2d, 2023-3a, 2023-3b, and 2023-4a.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 9:17 p.m.

READING OF ORDINANCES

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

City Secretary Storm read the captions to Ordinance Nos. 2023-16, 2023-18, and 2023-19 into the official record.

ADJOURNMENT

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to adjourn the meeting at 9:19 p.m. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Police

Account Code: _____

Prepared By: Anthony Henderson

Subject


Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G23Q0010 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 19, 2023 through September 9, 2023 for a sum not to exceed \$53,896.98.

Recommendation

Motion to approve the item as presented.

Discussion

The U.S. Army Corps of Engineers has awarded the City of Wylie a \$53,896.98 contract for extended law enforcement services, totaling 668 hours. The contract requires Officers to concentrate their patrols in the lake parks and properties deemed in the City of Wylie, Texas jurisdiction and to provide protection and enforce laws and ordinances. The hourly rate of \$80.68 charged by the City of Wylie covers all officer overtime wages.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XMA30863821		PAGE 1 OF 18	
2. CONTRACT NO. W9126G23P0050		3. AWARD/EFFECTIVE DATE 21-May-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G23Q0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARELLO				b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 14 Mar 2023							
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 SIZE STANDARD: 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775		CODE 967430		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR CITY OF WYLIE LT. MATT MILLER 300 COUNTRY CLUB DR WYLIE TX 75098-3000 TELEPHONE NO. 972-442-8170		CODE 311B5		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$53,896.98	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. <input type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JAMAUH D WINSTON / Contract Specialist TEL: (817) 886-1472 EMAIL: jamauh.winston@usace.army.mil		31c. DATE SIGNED 21-Apr-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 18	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

W9126G23P0050

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY23 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. FOB: Destination MILSTRIP: W45XMA308638210001 PURCHASE REQUEST NUMBER: W45XMA30863821 PSC CD: R499	668	Hours	\$80.6841	\$53,896.98
NET AMT					\$53,896.98
ACRN AA CIN: W45XMA308638210001					\$53,896.98

CONTRACTING OFFICER STATEMENT

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

W9126G23P0050

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ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 251025DJD8009580 NA 96412
 AMOUNT: \$53,896.98

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA308638210001	\$53,896.98

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	LAVON LAKE PROJECT OFFICE 3375 SKYVIEW DRIVE WYLIE TX 75098-5775	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 21-MAY-2023 TO 11-SEP-2023	N/A	LAVON LAKE PROJECT OFFICE MICHAEL KINARD 3375 SKYVIEW DRIVE WYLIE TX 75098-5775 972-442-3141 FOB: Destination	967430



TO: U.S. Army Corps of Engineers

DATE: February 21, 2023

SUBJECT: Contract for Increased Law Enforcement Services 2023
Contract Number: W9126G23Q0010

Labor:

Patrol Officers: 668 hrs. x \$63.00 hr.	\$42,084.00
(Average O/T rate for Officers working this contract)	

FICA/Medicare: 0.0765 x \$42,084.00	\$ 3,219.43
TMRS: 0.1550 x \$42,084.00	\$ 6,523.02
Worker's Comp: .0435 x \$42,084.00	\$ 1,830.65
Long Term Disability: .0057 x \$42,084.00	\$ 239.88

Total: \$ 11,812.98

Total Contract:	\$53,896.98
Labor: \$53,896.98 / 668 hrs.	\$ 80.68 per hour

Anthony Henderson

Chief of Police
 Wylie Police Department

PERFORMANCE WORK STATEMENT (PWS)

Wylie PD Law Enforcement Services, Wylie Texas Lavon Lake 2023

1. **GENERAL**: This is a non-personal services contract to provide increased law enforcement services at Lavon Lake. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction**: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement (PWS) except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. **Scope**: Wylie Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lavon Lake lying within the City of Wylie's jurisdiction for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of East Fork, Avalon, Lavonia, Mallard, Little Ridge, Pebble Beach Parks, Stilling Basin, Dam, and Lavon Headquarters. The contractor shall accomplish enforcement of state and local laws, warnings for Title 36 violations, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. When requested by the Corps of Engineers representative, the Police Department agrees to dispatch an officer or officers, within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 **Period of Performance**: Contractor shall provide described services on certain days of the week from 19 May 2023 through 9 September 2023, for a total of 668 patrol hours, further specified in Appendices A & B to this PWS. Effective start date is 19 May 2023 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted based on the attached schedule (See Appendices A and B).

1.4 **General Information**:

1.4.1 **Quality Control**: (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary (DEAS) in accordance with the attached format (Appendix C) or format accepted by the Quality Assurance Point of Contact (QA POC). In addition, the Contractor will prepare a Daily Patrol Log to include but not limited to; start time of shift, end time of shift, time in/time out of location or action area, location, and description of activities and actions in format currently used by the agency. The DEAS, Patrol logs, and associated Call Reports will be completed daily and submitted at the close of each month to the Corps of Engineers QA POC listed in paragraph 1.4.11 of this plan. Any arrest or serious incident report should be forwarded to the Lavon Lake Office upon completion of the initial report. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A and B).

1.4.4 Hours of Operation: (Not applicable)

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps-administered lands in Wylie Police Department's jurisdiction as specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable. (e.g. officers responding to a call on Government property after the scheduled patrol hours, or officers working a call on Government property and which requires them to stay past the scheduled patrol time, etc.).

1.4.6 Type of Contract: The Government will award a firm fixed price contract.

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured Government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally established security policies and procedures such as key control and security of lock combinations.

1.4.7.1 General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements.

Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as “RAMs”), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures—this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.4.7.2 Antiterrorism (AT) Level I training: All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

1.4.7.3 Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-

Interstate Identification Index (commonly referred to as “NCIC-III”) and Terrorist Screening Database (commonly referred to as “TSDB”). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to Government-owned property shall comply with key and lock control procedures of the RA.

1.4.7.3 Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

1.4.7.4 Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

1.4.7.5 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. Keys issued to the Contractor by the Government shall **NOT** be duplicated. The Contractor shall develop procedures covering key control that shall be provided in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

- (a) The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor and team member. The Contractor shall prohibit the opening of locked areas by persons other than the Contractor and team member.

1.4.8 Sustainability

Not applicable.

1.4.9 Special Qualifications: All Contractor personnel shall be currently certified and licensed Texas Peace Officers in accordance with the requirements of the Texas Commission on Law Enforcement (TCOLE). TCOLE standards meet or exceed E-verify and background check requirements established by the Department of Homeland Security. The Contractor will provide, in advance, the Corps representative designated in paragraph 1.4.12 the name of each Officer who will be performing scheduled work under this contract.

1.4.10 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, QA POC, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.11 Contracting Officer Representative (COR): A COR will not be appointed for this contract. Quality Assurance duties will be performed by the QA POC designated in Paragraph 1.4.12.

1.4.12 Key Personnel: The following personnel are considered key personnel by the Government and will serve as the Corps COR (as applicable): Stephen Perrin, Lead Park Ranger, Lavon Lake; Corps QA POC: David Walker, Park Ranger, Lavon Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.13 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms and personal identification normally worn and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.14 Contractor Travel: (Not applicable):

1.4.15 Data Rights: (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

1.4.17 Invoicing: Contractor shall submit 1 copy of the invoice along with the daily log sheets and call reports no later than the 5th of every month for the previous calendar month. Invoice should be sent to the following address:

US Army Corps of Engineers Lavon Lake
Attn: Michael Kinard
3375 Skyview Drive
Wylie, Texas 75098

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General: The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials: (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR): (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS): (Not applicable)

1.9 ATTACHMENTS/TECHNICAL EXHIBITS AND APPENDICES:

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Appendix A – Patrol Schedule

1.9.4 Appendix B – Hours by Month

1.9.5 Appendix C – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

2.1 Orientation: An appropriate orientation for all participating contract personnel will be conducted by the Corps of Engineers staff to familiarize the Contractor with the policies and procedures of the Corps, and to familiarize Corps personnel with the functions and duties of the contracted law enforcement agency.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The contractor shall provide additional patrolling presence and discretionary law enforcement actions in specified areas to help keep the peace and increase public safety in parks and other designated Corps areas IAW para 1.2.	The contractor provides visible and verifiable presence and actions in the designated areas at the specified days and times.	All required shifts were covered and the specified contract services were performed. Contractor coordinated in advance with Corps key personnel in the event of an unforeseen event which prevented an officer from serving all or part of a shift, which would not be billable to the Government.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QA POC to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u>Number of Copies</u>	<u>Medium / Format</u>	<u>Submit To</u>
Contract manager and alternate designated in writing IAW para 1.4.12	Once within 5 days of contract award	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Invoice for contract services performed; includes billing start/end dates, hours worked, total charges IAW para 1.4.17	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	One copy of the invoice, submitted to the Corps QA POC	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098
Daily Enforcement Action Summaries, Daily Logs, and Call Reports IAW para 1.4.2	To Corps with monthly invoice	One copy	Hard copy, FAX, or email	US Army Corps of Engineers Attn: Michael Kinard 3375 Skyview Drive Wylie, Texas 75098

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2023

BEGINS ON NEXT PAGE

May 2023 Calendar

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
			1		2		3		4		5		6
	7		8		9		10		11		12		13
	14		15		16		17		18		19		20
	21		22		23		24		25		26		27
1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	28	1800-2200=4 hrs	29		30	1800-2200=4 hrs	31			1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs	
1400-1800=4 hrs 1800-2200=4 hrs 1800-2200=4 hrs		1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs		1800-2200=4 hrs								24 shifts x 4 hrs = 96 hrs	

June 2023 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
4	5	6	7	8	9	10
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
11	12	13	14	15	16	17
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
18	19	20	21	22	23	24
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
25	26	27	28	29	30	
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	40 shifts x 4 hrs = 160 hrs

July 2023 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
2 1400-1800=4 hrs 1800-2200=4 hrs	3 1400-1800=4hrs 1800-2200=4hrs	4 1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	5 1800-2200=4hrs	6	7 1400-1800=4 hrs 1800-2200=4hrs	8 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
9 1400-1800=4 hrs 1800-2200=4hrs	10	11 1800-2200=4hrs	12	13 1800-2200=4hrs	14 1400-1800=4 hrs 1800-2200=4hrs	15 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
16 1400-1800=4 hrs 1800-2200=4hrs	17 1800-2200=4hrs	18	19 1800-2200=4hrs	20	21 1400-1800=4 hrs 1800-2200=4hrs	22 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
23 1400-1800=4 hrs 1800-2200=4hrs	24	25 1800-2200=4hrs	26	27 1800-2200=4hrs	28 1400-1800=4 hrs 1800-2200=4hrs	29 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
30 1400-1800=4 hrs 1800-2200=4hrs	31 1800-2200=4hrs					47 shifts x 4 hrs = 188 hrs

August 2023 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
			1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
6	7	8	9	10	11	12
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
13	14	15	16	17	18	19
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs		1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
20	21	22	23	24	25	26
1400-1800=4 hrs 1800-2200=4hrs		1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
27	28	29	30	31		
1400-1800=4 hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs			37 shifts x 4 hrs = 148 hrs

September 2023 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
3	4	5	6	7	8	9
1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1000-1400= 4hrs 1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs	1800-2200=4hrs		1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs	1400-1800=4 hrs 1800-2200=4hrs 1800-2200=4hrs
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						19 shifts x 4 hrs = 76 hrs

APPENDIX B
HOURS BY MONTH 2023

May: 24 shifts X 4 hours = 96 hours (Includes Memorial Day)

June: 40 shifts X 4 hours = 160 hours (Includes Juneteenth)

July: 47 shifts X 4 hours = 188 hours (Includes Independence Day)

August: 37 shifts X 4 hours = 148 hours

September: 19 shifts X 4 hours = 76 hours (Includes Labor Day)

Total = 668 Hours

APPENDIX C

DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Wylie Police Department

OFFICERS NAME: _____ DATE: _____

TIME STARTED: _____ TIME ENDED: _____ TOTAL HOURS: _____

ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

OFFENCE TITLE	Action A C W V	NOTES
		Include the name of the park where offense occurred
<u>Vehicle Offense</u>		
Parking		
Speeding		
Reckless		
State Req.		
DWI		
Other		
Total		
<u>Conduct Offense</u>		
Loud/Unruly		
Pubic Intox		
Cont Subst.		
Minor Poss.		
Theft		
Vandal		
Litter		
Weapons		
Assault		
Other		
Total		
TOTALS		

*** For all arrests and evictions include details on back ***

Officer Number: _____ Date: _____ Signature: _____

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

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- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

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(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

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(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (MAR 2023)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this

clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause--

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 19
Director	Wage Determinations	Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas
Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.09
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		30.16
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89***
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.34***
01052 - Data Entry Operator II		16.74
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		17.59
01090 - Duplicating Machine Operator		17.59
01111 - General Clerk I		14.07***
01112 - General Clerk II		15.35***
01113 - General Clerk III		17.23

01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.72***
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
01261 - Personnel Assistant (Employment) I	18.12
01262 - Personnel Assistant (Employment) II	20.27
01263 - Personnel Assistant (Employment) III	22.60
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	15.30***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.28
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	17.86
01410 - Supply Technician	30.16
01420 - Survey Worker	17.70
01460 - Switchboard Operator/Receptionist	15.15***
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.47
01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27
05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01***
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer, Minor	15.16***
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer, Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***

11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51
11360 - Window Cleaner	15.26***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05
12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80***
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19

14042 - Computer Operator II	24.81
14043 - Computer Operator III	27.68
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34
14071 - Computer Programmer I (see 1)	
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	22.19
14160 - Personal Computer Support Technician	32.84
14170 - System Support Specialist	42.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	48.41
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	36.68
15070 - Flight Instructor (Pilot)	48.41
15080 - Graphic Artist	25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.41
15086 - Maintenance Test Pilot, Rotary Wing	48.41
15088 - Non-Maintenance Test/Co-Pilot	48.41
15090 - Technical Instructor	27.43
15095 - Technical Instructor/Course Developer	33.55
15110 - Test Proctor	22.14
15120 - Tutor	22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.05***
16030 - Counter Attendant	11.05***
16040 - Dry Cleaner	14.20***
16070 - Finisher, Flatwork, Machine	11.05***
16090 - Presser, Hand	11.05***
16110 - Presser, Machine, Drycleaning	11.05***
16130 - Presser, Machine, Shirts	11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.05***
16190 - Sewing Machine Operator	15.05***
16220 - Tailor	16.19***
16250 - Washer, Machine	12.15***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.03
21030 - Material Coordinator	24.46
21040 - Material Expediter	24.46
21050 - Material Handling Laborer	14.93***
21071 - Order Filler	16.03***
21080 - Production Line Worker (Food Processing)	18.03
21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.59
21140 - Store Worker I	13.03***
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	18.03
21410 - Warehouse Specialist	18.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.23
23019 - Aircraft Logs and Records Technician	31.86
23021 - Aircraft Mechanic I	37.41
23022 - Aircraft Mechanic II	39.23
23023 - Aircraft Mechanic III	41.04

23040 - Aircraft Mechanic Helper	26.84
23050 - Aircraft, Painter	35.52
23060 - Aircraft Servicer	31.86
23070 - Aircraft Survival Flight Equipment Technician	35.52
23080 - Aircraft Worker	33.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.41
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	30.31
23130 - Carpenter, Maintenance	21.31
23140 - Carpet Layer	19.04
23160 - Electrician, Maintenance	23.75
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.69
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.41
23381 - Ground Support Equipment Servicer	31.86
23382 - Ground Support Equipment Worker	33.70
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.53
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.67
23430 - Heavy Equipment Mechanic	28.14
23440 - Heavy Equipment Operator	22.58
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	14.93***
23510 - Locksmith	23.89
23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist, Maintenance	22.70
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	19.70
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.09
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.02
23910 - Small Engine Mechanic	20.45
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.42
23965 - Well Driller	22.66
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03

24000 - Personal Needs Occupations	
24550 - Case Manager	18.31
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.31
24630 - Homemaker	18.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	22.35
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	22.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.33
27007 - Baggage Inspector	14.34***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.34***
27102 - Guard II	16.92
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13***
28042 - Carnival Equipment Repairer	16.53
28043 - Carnival Worker	10.88***
28210 - Gate Attendant/Gate Tender	15.60***
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	17.45
28510 - Recreation Aide/Health Facility Attendant	12.73***
28515 - Recreation Specialist	21.27
28630 - Sports Official	13.89***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40

30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.97
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	10.91***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	18.75
31362 - Truckdriver, Medium	20.37
31363 - Truckdriver, Heavy	23.34
31364 - Truckdriver, Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	11.33***
99050 - Desk Clerk	12.89***
99095 - Embalmer	24.05
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.62***
99252 - Laboratory Animal Caretaker II	14.89***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	20.02
99711 - Recycling Specialist	24.59
99730 - Refuse Collector	17.69
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	12.69***
99830 - Survey Party Chief	29.37
99831 - Surveying Aide	17.60
99832 - Surveying Technician	22.55
99840 - Vending Machine Attendant	17.05
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval of a request to construct a new residential structure on an existing lot for retail/office use, located at 308 N. Ballard within the Downtown Historic District.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER/APPLICANT: Ashish Patel

The applicant/owner desires to add a secondary detached structure for the purpose of retail office use. The lot area is 9,757 square feet and currently has a 1,250 square foot residential structure with general office use on the lot.

The proposed new structure will be 1,134 square feet. The previous proposal was 1,456 square feet (reduced by 322 square feet), which includes a 160 square foot covered front porch, four offices, a single restroom, breakroom, and reception area. The primary exterior material shall be horizontal wood siding with the width between four and five inches, in accordance with Section 6.3.E.5.f. and painted white. The covered front porch will include handrails and railing.

Six parking spaces with alley access currently exist on the site and meet the required parking standards.

Within the Downtown Historic District, there are both residential and nonresidential uses, which may be located in either residential structures or commercial structures. To maintain the architectural and historic character of existing blocks where one type of structure predominates, the following regulations shall apply.

Nonresidential uses may be in residential or commercial structures. Nonresidential uses in residential structures must be in those blocks where existing residential structures predominate.

In block faces within the District that are currently developed with residential structures, new construction shall be of historic design. Either residential or nonresidential uses may be located in the residential structures.

HRC Discussion

The Commission asked the applicant if he had a specific user designated. He did not, only that the user would be commercial or retail as required by the ordinance. The Commission voted 4-1 to recommend approval.



PERSPECTIVE VIEW
NTS

GENERAL NOTES:

1. THESE DESIGN DOCUMENTS ARE INTENDED TO BE A REPRESENTATION OF THE DESIGN INTENT AND ARE SUPPLIED TO ILLUSTRATE THE GENERAL TYPE OF CONSTRUCTION DESIRED. THE DRAWINGS ARE INTENDED TO IMPLY A PREMIUM QUALITY OF WORKMANSHIP THROUGHOUT.
2. DISCREPANCIES, ERRORS, OMISSIONS, AND ANY QUESTIONS REGARDING THE INTENT OF THE PLANS, SPECIFICATIONS, OR CONTRACT DOCUMENTS SHALL BE REFERRED TO THE GENERAL CONTRACTOR FOR CLARIFICATION.
3. CONTRACTORS OR SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS OR CLEARANCES AND SHALL BE RESPONSIBLE FOR THE VERIFICATION THEREOF TO INSURE COMPLIANCE WITH THE DRAWINGS, SPECIFICATIONS, AND PERTINENT CODES. DIMENSIONS OF ANY EXISTING CONDITIONS MUST BE VERIFIED AT THE JOB SITE AND ANY DISCREPANCIES REPORTED TO THE GENERAL CONTRACTOR.
4. CONTRACTORS OR SUBCONTRACTORS SHALL IMMEDIATELY NOTIFY THE GENERAL CONTRACTORS PROJECT MANAGERS / JOB SITE SUPERVISOR IF FOR ANY REASON THEY CANNOT COMPLY WITH ANY FACET OF THE DRAWINGS, DOCUMENTS, DESIGN INTENT, OR SCHEDULING.
5. ALL WORK AND MATERIAL LISTED OR IMPLIED IN THESE DRAWINGS SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTORS OR SUBCONTRACTORS RESPONSIBLE. ANY WORK ADVERSELY AFFECTING ANOTHER TRADE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR.
6. CONTRACTORS OR SUBCONTRACTORS SHALL DISPOSE OF CONSTRUCTION DEBRIS IN A TIMELY MANNER IN THE DUMPSTER PROVIDED BY THE GENERAL CONTRACTOR. EVERY EFFORT SHALL BE MADE TO MAINTAIN A CLEAN JOB SITE.
7. CONTRACTORS OR SUBCONTRACTORS SHALL TAKE NOTE THAT ANY COST CAUSED BY INTERIOR WORKMANSHIP OR MATERIALS, IMPROPER SCHEDULING OR DELINQUENT ORDERING, SHALL BE BORNE BY THE PARTY RESPONSIBLE.
8. DURING CONSTRUCTION, CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM THEIR CONSTRUCTION ACTIVITIES. ANY CUTTING OR PATCHING OF ANY EXISTING FINISHED WORK SHALL MATCH ADJOINING SURFACES.
9. SAFETY FIRST! CONTRACTORS OR SUBCONTRACTORS SHALL FURNISH ANY EQUIPMENT OR SUPPLIES NECESSARY TO PERFORM THEIR WORK IN A MANNER THAT SHALL MEET OR EXCEED OSHA REQUIREMENTS.
10. CONTRACTORS OR SUBCONTRACTORS SHALL PROVIDE ANY TEMPORARY BARRIERS, LIGHTING, COVERINGS, FIRE PROTECTION, AND ANY OTHER EQUIPMENT TO PROTECT THE SAFETY OF ALL PERSONS AND PROPERTY THROUGHOUT THE ENTIRE PERIOD OF THEIR PORTION OF THE CONSTRUCTION CONTRACT FOR ANY AREA PERTINENT TO THE SUBCONTRACTORS SCOPE OF WORK. SUBCONTRACTORS SHALL COORDINATE WITH THE GENERAL CONTRACTOR FOR ANY EQUIPMENT, PROTECTION, ETC., THAT MUST REMAIN IN PLACE AFTER COMPLETION OF THE SUBCONTRACTORS PORTION OF WORK.

BUILDING CODE ANALYSIS:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, COUNTY, STATE OR FEDERAL LAW AND APPLICABLE CONSTRUCTION CODES AS CURRENT RECOGNIZED BY THE CITY OF WYLLIE, COLLIN COUNTY, TEXAS.

CONTRACTOR NOTES:

1. ALL EXTERIOR WALLS SHALL BE 2 x 4 U.N.D.
2. ALL INTERIOR WALLS SHALL BE 2 x 4 U.N.D.
3. ALL FINISHED WALLS SHALL BE FIELD VERIFIED PRIOR TO ANY CUSTOM CABINETRY.
4. ALL DIMENSIONS TO BE VERIFIED AT JOBSITE.
5. SLIGHT ADJUSTMENT IN WALL LOCATIONS UP TO 1" SHALL BE MADE IN ORDER TO GET PLUMBING IN WALLS, SO LONG AS IT DOES NOT AFFECT THE FUNCTION OF FLUOR OR ROOF TRUSSES. THIS DOES NOT RELIEVE THE PLUMBER OF LIABILITY IF NOT DONE.
6. UNDER NO CIRCUMSTANCES SHALL ANY DIMENSIONS BE SCALED FROM THESE DRAWINGS. ANY CRITICAL DIMENSIONS NOT GIVEN SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDER PRIOR TO CONSTRUCTION.
7. DOOR AND WINDOW ROUGH OPENINGS SHALL BE SUCH THAT OUTSIDE EDGES OF ADJACENT DOOR, WINDOW, AND TRANSOM TRIM IS ALIGNED U.N.D.
8. WINDOW SIZES GIVEN ARE APPROXIMATE UNIT SIZES. VERIFY ACTUAL SIZES AND ROUGH OPENINGS WITH MANUFACTURER.
9. FRAME ALL DOORS 3" FROM CORNERS WHERE POSSIBLE.

Layout Page Table			
Label	Title	Description	Comments
A-1	COVER SHEET		
A-2	SITE PLAN / ROOF PLAN		
A-3	ELEVATIONS / SCHEDULES		
A-4	DIMENSION PLAN / ELECTRICAL PLAN		

PLANS FOR:
ASHISH PATEL
308 N. BALLARD
WYLLIE, TEXAS 75098

TITLE:
COVER SHEET

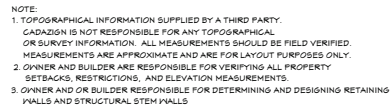
SHANNON NEWBOM MARK NEWBOM
CADAZIGN
ROYSE CITY, TEXAS 75189
469-338-9863
DRAWN BY:

DATE:
4/2/2023

SCALE:
AS SHOWN

SHEET:

A-1



NOTE:
1. APPROXIMATELY 1500 S.F. ROOFING AREA.

PLANS FOR:

TITLE: SITE PLAN / ROOF PLAN

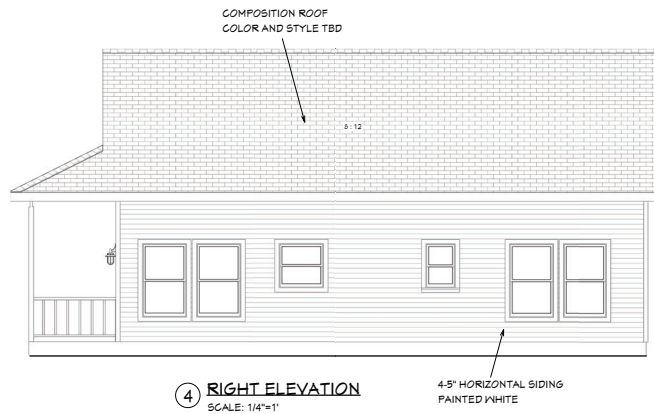
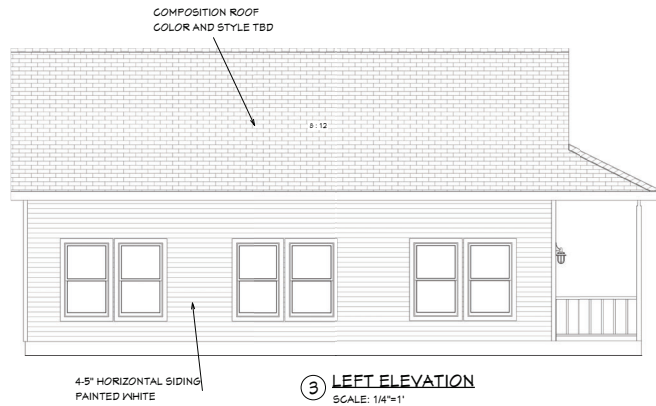
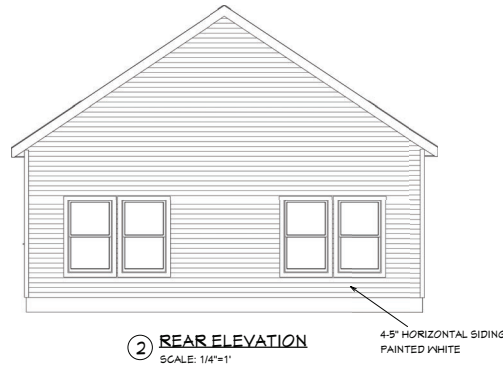
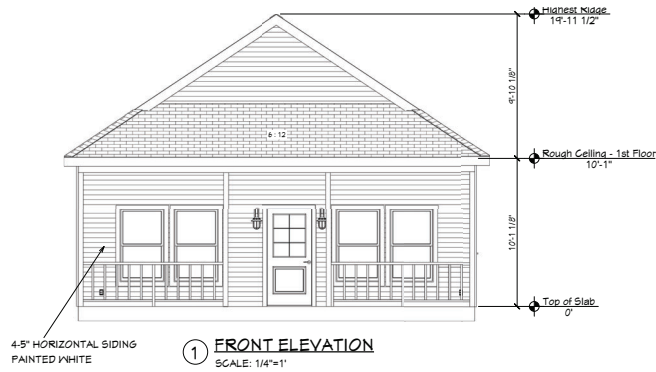
CADAZIGN
ROYSE CITY, TEXAS 75189
469-338-9863

DATE:
4/2/2023

SCALE:
AS SHOWN

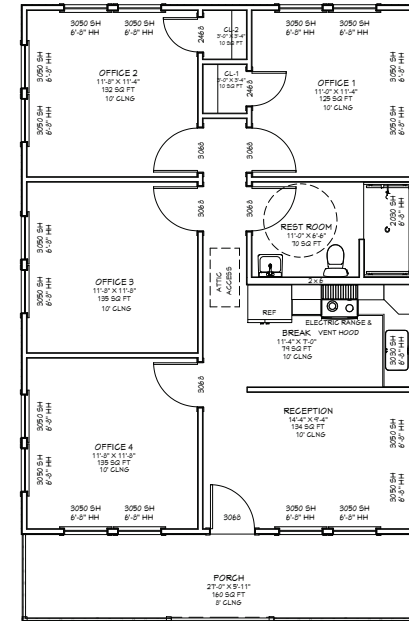
SHEET:

A-2



WINDOW SCHEDULE							
NUMBER	LABEL	QTY	FLOOR	SIZE	WIDTH	HEIGHT	DESCRIPTION
W01	3050 SH 6'-6" HH	18	1	3050SH	36"	60"	37"x61" SINGLE HUNG 2X6X40" (2)
W02	3050 SH 6'-6" HH	1	1	3050SH	36"	36"	37"x37" SINGLE HUNG 2X6X40" (2)
W04	2030 SH 6'-6" HH	1	1	2030SH	24"	36"	25"x37" SINGLE HUNG 2X6X28" (2)

DOOR SCHEDULE							
NUMBER	LABEL	QTY	FLOOR	SIZE	WIDTH	HEIGHT	DESCRIPTION
D1	3068	1	1	3068 L EX	36"	60"	35"x83" EXT. HINGED DOOR E02
D2	3068	3	1	3068 R IN	36"	60"	35"x82 1/2" HINGED DOOR F10
D3	2468	1	1	2468 L IN	28"	60"	30"x82 1/2" HINGED DOOR F10
D4	2468	1	1	2468 R IN	28"	60"	30"x82 1/2" HINGED DOOR F10
D5	3068	2	1	3068 L IN	36"	60"	35"x82 1/2" HINGED DOOR F10



5 DOOR & WINDOW SCHEDULES
SCALE: 1/4"=1'

PLANS FOR:
ASHISH PATEL
308 N. BALLARD
WYLLIE, TEXAS 75088

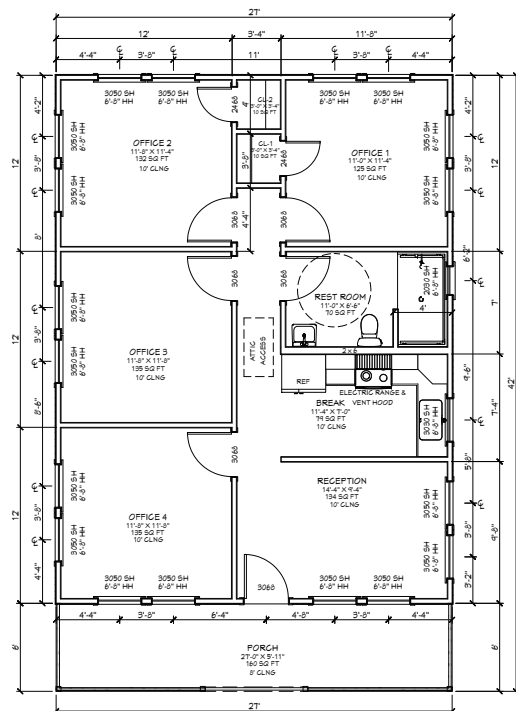
TITLE:
ELEVATIONS / SCHEDULES

SHANNON NEWBOM MARK NEWBOM
CADAZIGN
ROYSE CITY, TEXAS 75189
469-338-9863
DRAWN BY:

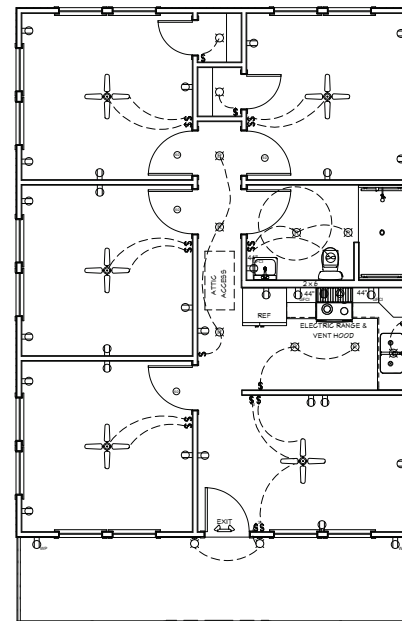
DATE:
4/2/2023

SCALE:
AS SHOWN

SHEET:
A-3



AREAS	
TOTAL A/C AREA	974 SQ. FT.
COVERED PORCH	160 SQ. FT.
TOTAL SQ. FT.	1134 SQ. FT.



SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fan: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixture: Surface/Pendant, Fluorescent, Quartz Halogen, LED
	Wall Mounted Light Fixture: Flush Mounted, Wall Sconce
	Fluorescent Light Fixture
	240V Receptacle
	120V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Audible Chime: Wall
	Audio Visual Control Panel: Switch
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT6, 75, 10/100
	Telephone Jack
	Intercom
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detectors: Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel
	MOTION SENSOR SPOTLIGHT

PLANS FOR:
ASHISH PATEL
308 N. BALLARD
WYLLIE, TEXAS 75098

TITLE:
DIMENSION PLAN / ELECTRICAL PLAN

SHANNON NEWSON MARK NEWSON
CADAZIGN
ROYSE CITY, TEXAS 75189
409-333-9863
DRAWN BY:

DATE:
4/2/2023

SCALE:
AS SHOWN

SHEET:

A-4



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval of a request for substantial renovation to construct a new kitchen to an existing residential structure, located at 304 W. Jefferson St. within the Downtown Historic District.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER/APPLICANT: Luis Gonzalez

The Owner/Applicant proposes to extend the existing residential structure by adding 285 square feet for a kitchen remodel. The subject property contains an existing 912 square feet residential structure. The property is zoned for residential uses only within the Downtown Historic District.

The plans indicate the addition will be to the northwest corner of the house. The 285 square feet will consist of a new kitchen area and a laundry room. New exterior materials and paint will match existing materials. Composite roof shingle to match existing.

HRC Discussion

The Commission voted 5-0 to recommend approval.

RESIDENTIAL ADDTION AT 304 W JEFFERSON ST, WYLIE, TX



GENERAL NOTES

1. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED. ANY DISCREPANCY AND/OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED SHOULD BE VERIFIED WITH THE OWNER OR ARCHITECT.
2. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, LOCAL, AND STATE CODES AND AMENDMENTS
3. -
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
5. ANY ERRORS, OMISSIONS OR INCONSISTENCIES ON THESE DRAWINGS OR ANY VARIATIONS OR AMBIGUITIES BETWEEN THESE DRAWINGS AND ACTUAL SITE AND CONSTRUCTION CONDITIONS AND/OR REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING, IMMEDIATELY.
6. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER AND ARCHITECT SHALL BE NOTIFIED IMMEDIATELY.
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT SITE AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
9. CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
10. THESE DRAWINGS DO NOT CONTAIN COMPLETE SPECIFICATIONS, DETAILS AND INFORMATION REQUIRED FOR THE INTERIOR FINISHES OF THE PROJECT. ADDITIONAL INFORMATION SHALL BE OBTAINED FROM THE OWNER.
11. STORE MATERIALS IN SPACES DESIGNATED BY OWNER.
12. REMOVE RUBBISH FROM PREMISES AS OFTEN AS NECESSARY OR AS DIRECTED TO MAINTAIN CLEAN AND SAFE PROJECT.
13. ALL WORK AND EQUIPMENT SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER BEFORE TURNING SAME OVER TO OWNER.
14. -
15. THE OWNER SHALL PAY ALL FEES, GIVE ALL NOTICES, FILE ALL NECESSARY DRAWINGS AND OBTAIN ALL PERMITS AND CERTIFICATES OR APPROVAL REQUIRED IN CONNECTION WITH ALL WORK UNDER THESE CONTRACT DOCUMENTS. HE OR SHE SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION.
16. THERE SHALL BE NO DEVIATION FROM SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE OWNER AND ARCHITECT, OR OWNER, ARCHITECT AND ENGINEER.
17. DRYWALL INSTALLATION SHALL BE IN CONFORMANCE WITH THE GYPSUM ASSOCIATION'S RECOMMENDED PRACTICES FOR THICKNESS, NAILING, TAPING AND CORRECT STUD SPACING.
18. THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, OPENINGS AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT TO BE FURNISHED BY THE OWNER OR OTHERS WITH THE MANUFACTURER OR SUPPLIER BEFORE STARTING ANY CONSTRUCTION RELATED TO SAID WORK AND/OR EQUIPMENT.
19. ALL MATERIALS SHALL BE NEW AND OF PREFERRED DOMESTIC MANUFACTURE AND SHALL BE INSTALLED IN STRICT CONFORMANCE WITH MANUFACTURER'S INSTRUCTIONS AND/OR RECOMMENDATIONS UNLESS INDICATED OTHERWISE IN THE DRAWINGS AND SPECIFICATIONS. ANY CONFLICT FOUND BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE DRAWINGS OR SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER/ARCHITECT PRIOR TO INSTALLATION.

CODE SUMMARY

APPLICABLE CODES IN EFFECT FOR CITY OF WYLIE, TEXAS

ADOPTED CODE

- 2021 INTERNATIONAL BUILDING CODE
- 2021 INTERNATIONAL MECHANICAL CODE
- 2021 INTERNATIONAL PLUMBING CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2021 INTERNATIONAL FIRE CODE
- 2021 INTERNATIONAL ENERGY CONSERVATION CODE

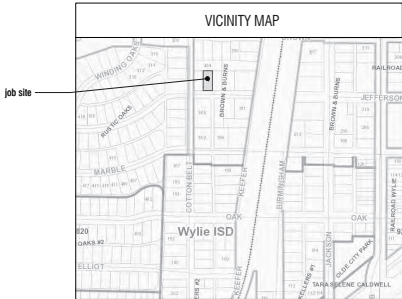
CONTACT INFORMATION

- OWNER NAME: ARENAS LUIS ANTONIO GONZALEZ
304 W JEFFERSON ST, WYLIE, TX, 75098
- DESIGNER: TDG SERVICES
8000 E US 380, SUITE #100
CROSS ROADS, TX, 76227
469-879-6130
Email: Info@thedrafterguy.com
- STRUCTURAL: ZALA ENGINEERING
5760 Legacy Dr, ste B3-533,
Piano, TX, 75024
214-254-4420
Email: Info@zalaengineering.com

PROJECT DATA

SCOPE OF WORK: HOME ADDITION TO REAR OF PROPERTY
PROJECT ADDRESS: 304 W JEFFERSON ST, WYLIE, TX, 75098
LEGAL ADDRESS: BROWN&BURNS (CWY), BLK 11, LOT 65A 66A
YEAR OF BUILDING: 1940

RESIDENCE (CONDITIONED AREA): 912 SF
PROPOSED ADDITION (CONDITIONED): 258 SF
TOTAL CONDITIONED: 1,170 SF
FRONT PORCH: 40 SF
LOT SIZE: 7,492 SF



REVISION TABLE	
NUMBER	DATE

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
10000 E US 380, SUITE #100, CROSS ROADS, TX 76227
469-879-6130 | INFO@THEDRAFTERGUY.COM

PROPOSED RESIDENTIAL ADDITION
304 W JEFFERSON ST, WYLIE

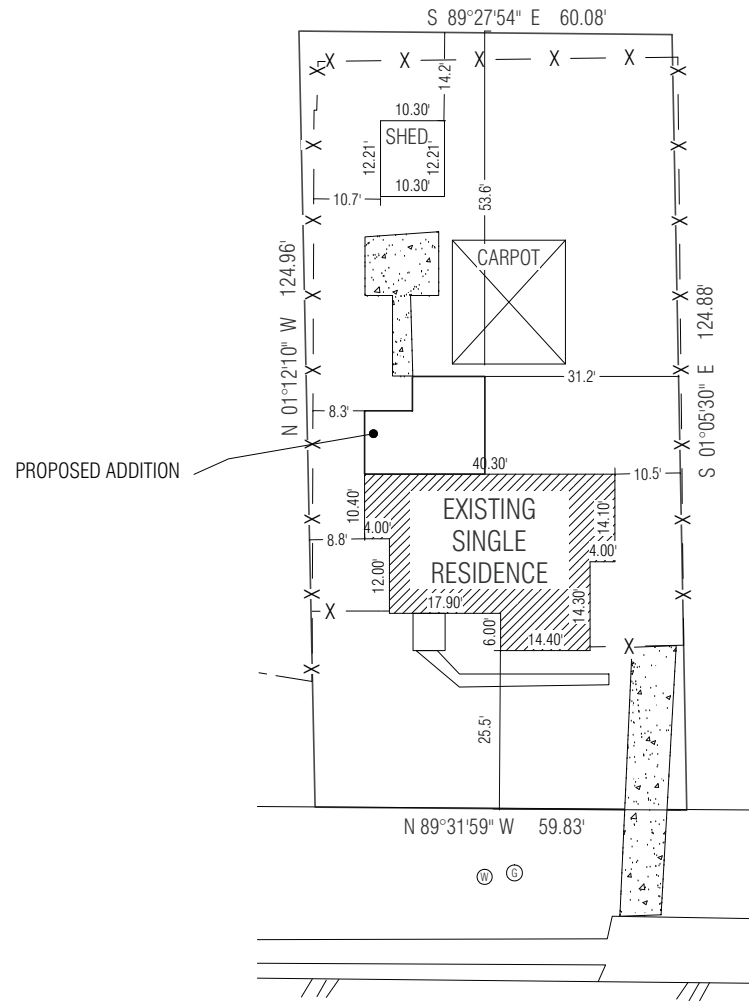
CLIENT:
LUIS GONZALEZ

DESCRIPTION:
COVER PAGE

DATE:
10/31/2022

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

SHEET:
A.1



JEFFERSON ST

SITE PLAN

SCALE: 1"=20'

DRAWINGS PROVIDED BY:



THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS

8000 US 350 S#100, Crossroads, TX
469-829-6130 info@thedrafterguy.com

PROJECT DESCRIPTION:

ROOMS ADDITION

733 TOLLESON DR, CELINA, TX

SHEET TITLE:

SITE PLAN

SCALE:

PER DRAWING

DATE:

10/31/2022

A.1.1

WINDOW SCHEDULE							
NUMBER	QTY	TYPE	DIMENSIONS	TOP	WIDTH	HEIGHT	COMMENT
W01	1	SINGLE HUNG	36"x60"SH	82"	36"	60"	
W02	1	SINGLE HUNG	36"x36"SH	82"	36"	36"	
W03	1	LEFT SLIDING	36"x24"LS	82"	36"	24"	

REVISION TABLE	REVISION	DATE	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
1000 S. 10th St. Suite 100
Tulsa, Oklahoma 74106
918.243.8300 | info@dtheguy.com

PROPOSED RESIDENTIAL ADDITION
304 W JEFFERSON ST., WYLE

PROJECT:

CLIENT:

LUIS GONZALEZ

DESCRIPTION:

ELEVATIONS

DATE:

10/31/2022

SCALE:

1/4" = 1'-0"

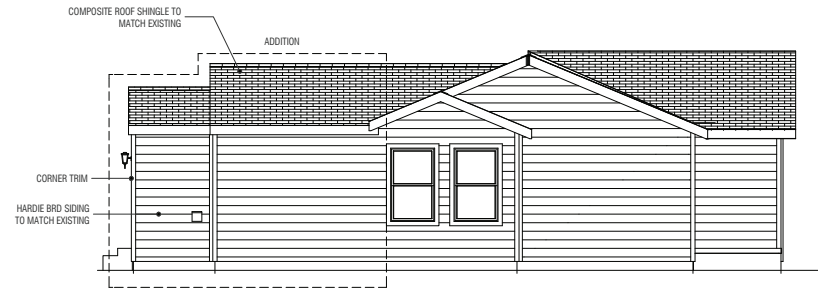
SHEET:

A.3



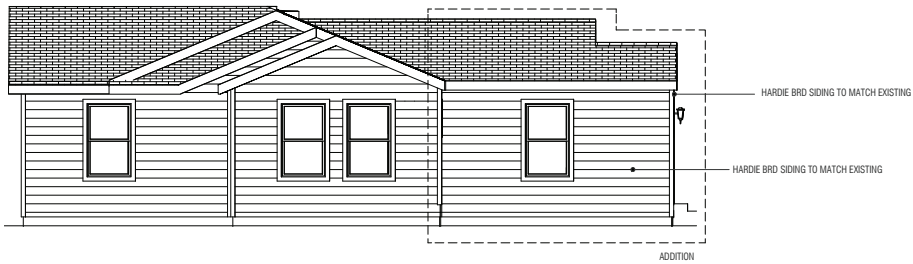
1 FRONT ELEVATION

SCALE: 1/4"=1'



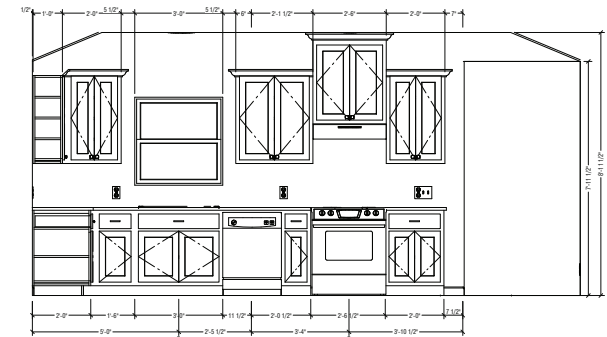
2 REAR ELEVATION

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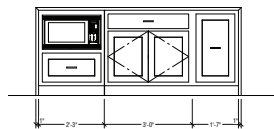


3 SIDE ELEVATION

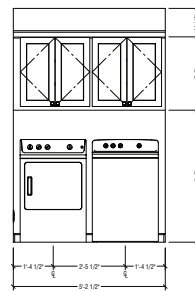
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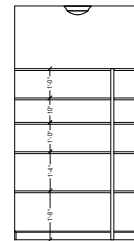
Elevation SINK WALL



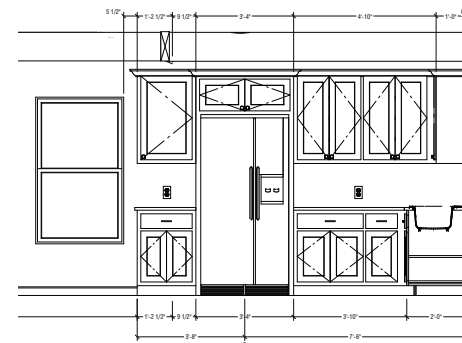
Elevation Island



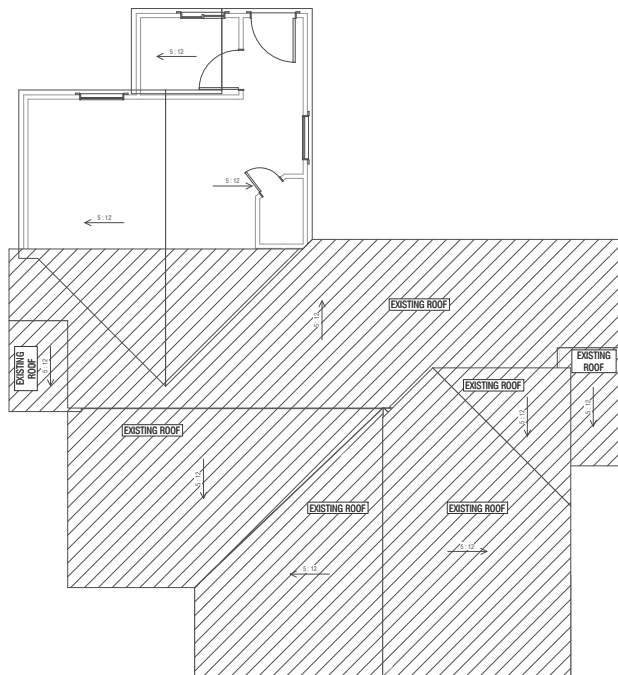
Elevation laundry



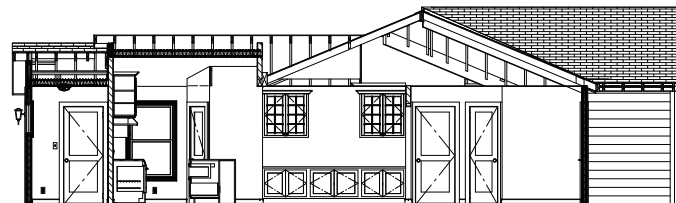
Elevation pantry



Elevation fridge



1 ROOF PLAN
SCALE: 1/4"=1'



SECTION A

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

DRAWING PROVIDED BY:

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS

1000 S. 10TH AVE. SUITE 100
DENVER, CO 80202
P: 303.733.8800 | E: info@thedrafterguy.com

PROJECT:

PROPOSED RESIDENTIAL ADDITION
304 W JEFFERSON ST, WYLLIE

CLIENT:

LUIS GONZALEZ

DESCRIPTION:

ROOF PLAN

DATE:

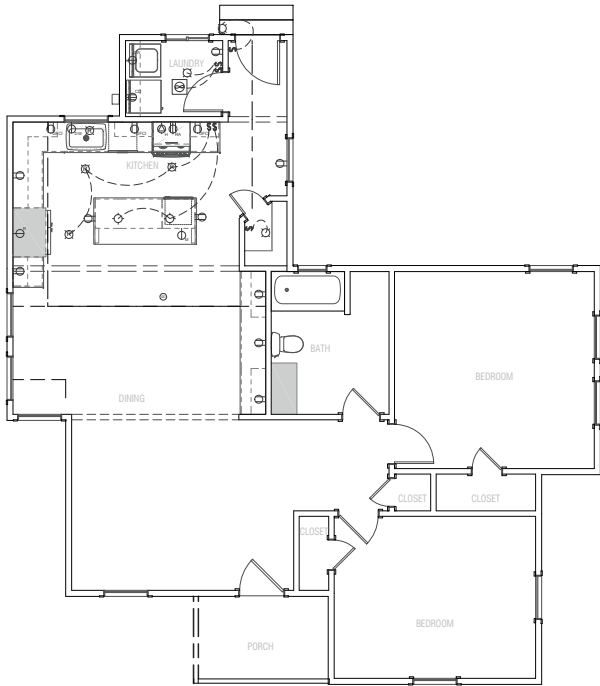
10/31/2022

SCALE:

1/4" = 1'-0"

SHEET:

A.4



3

ELECTRICAL PLAN

SCALE: 1/4"=1'

ELECTRICAL - DATA - LEGEND	
SYMBOL	DESCRIPTION
	Existing 2X4 Fluorescent Troffer
	Track lighting, 24" track, H Type, led line voltage, 3000k
	Can Light, Existing
	Single Pole switch
	Duplex Receptacle, ground fault circuit interrupter
	Duplex Receptacle
	Exhaust Fan
	Exhaust Fan w/light
	Wall Jacks: CAT5
	Thermostat
	Emergency Exit lighting, existing, batt. backup.
	Ceiling Fan, 44" , flush mount
	Light Fixture, flush mount
	Light Fixture, pendant
	RECEPTACLE, SINGLE, FRIDGE
	Receptacle, range hood, 72" AFF
	Receptacle, Electric range, 5" AFF

GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL DEVICES AND WORK SHALL COMPLY WITH THE HIGHEST STANDARD OF THE GOVERNING ELECTRICAL CODE.
2. PERFORMANCE STANDARDS SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS AS ESTABLISHED BY GOVERNING AND APPROVAL AGENCIES.
3. ALL DEVICES SHALL BE U.L. APPROVED AND BEAR U.L. LABELS.
4. UNLESS NOTED OTHERWISE, ALL SWITCHES AND OUTLET HEIGHTS SHALL BE AS NOTED ON THESE DRAWINGS.

1)15" O.C. STANDARD OUTLET
2)40" O.C. TO OUTLET ABOVE 30" CABINET
3)48" O.C. TO OUTLET ABOVE 36" CABINET
4)30" O.C. TO OUTLET OR SWITCH AT SIDE OF CABINET
5. SWITCH AND DUPLEX OUTLETS OF MULTIPLE SWITCHES UP TO (4) FOUR WHEN SHOWN ADJACENT TO EACH OTHER ON PLAN SHALL BE GROUPED UNDER (1) ONE PLATE.
6. VERIFY SERVICES AND LOCATION REQUIREMENTS FOR ALL APPLIANCES AND MECHANICAL EQUIPMENT PRIOR TO INSTALLATION.

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

DRAWING PROVIDED BY:

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS

1010 W. 14TH ST. SUITE 100
DENVER, CO 80202
303.733.1111

PROJECT:

PROPOSED RESIDENTIAL ADDITION
304 W JEFFERSON ST., WYLLIE

CLIENT:

LUIS GONZALEZ

DESCRIPTION:

ELECTRICAL PLAN

DATE:

10/31/2022

SCALE:

1/4" = 1'-0"

SHEET:

A.5



Wylie City Council

AGENDA REPORT

Department: Purchasing
 Prepared By: Glenna Hayes

Account Code: _____

Subject

Consider, and act upon the approval of an update to the 2023 Procurement Manual.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of the Procurement Manual is to provide the City with the requisite parameters for purchasing goods and services. The policies are based on Texas statutory provisions as found in the Texas Government Code, Texas Local Government Code, Texas Insurance Code, and Texas Labor Code, the City Charter, and support the Finance Policies.

Update: Chapter 2 – Ethics

- Chapter 2 Ethics – Paragraph A. Prohibited Conduct is amended to add state and federal language:
 - City employees shall not participate in the negotiation, selection, discussion, award, or administration of a contract or procurement supported by public, **state or federal** funds if:
 - **That individual has a substantial interest in a person or entity (2CFR 200.318(c)(2)) that is the subject of the contract or procurement.**

Staff recommends the approval of this update to comply with procurement requirements where funding is from a state or federal source.

CHAPTER 2 – Ethics

A special responsibility is imposed on all City officers, employees, and agents (hereafter referred to as “employees”) entrusted with the allocation of City funds. In government procurement, employees are held to the highest degree of integrity required to secure best economic results, and required to comply with the procurement process.

It is critical that all City employees involved in procurement and procurement-related functions remain independent, free of obligation or suspicion, and completely fair and impartial. Credibility and public confidence are vital. A shadow of doubt can be as harmful as the conduct itself and employees should make every effort to:

- Avoid the intent and/or appearance of unethical or compromising practice in relationships, actions, and communications. If a situation is perceived as real, then it is in fact real in its consequences.
- Avoid business relationships with personal friends and relatives.
- Avoid holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location so there will be no perception by others in the business community or your peers of impropriety.

A. Employee Standards of Conduct

City Employees will:

- Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process.
- Actively strive to comply with City policies, federal and state laws regarding purchases from HUB (Historically Underutilized Businesses)
- Handle confidential or proprietary information belonging to the City, fellow employees or vendors with care and proper consideration of ethical and legal ramifications, and governmental regulations.
- Never use information gained confidentially in the performance of duties for profit.
- **Prohibited Conduct:**
City employees shall not participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public, state or federal funds if:
 - That individual has a substantial interest in a person or entity (Chapter 171 of the Texas Local Government Code) that is the subject of the contract or procurement.
 - That individual has a substantial interest in a person or entity (2CFR 200.318(c)(2)) that is the subject of the contract or procurement.
 - A conflict of interest exists. A conflict arises when a City employee, officer or agent, or any relative or potential relative thereof (family members), a partner or a person or an organization that employs or may employ in the near future any of these individuals, has a financial or other interest (directly or indirectly) in the sale to the City of any materials, supplies or services, including any proposed or existing contract, purchase, work, sale, or service to, for, with, or by the City.

ISSUED: OCTOBER 2020

REVISED: JANUARY 2023

Approved by Wylie City Council: 9/27/2022; 1/24/2023, 5/9/2023

page 6

PROCUREMENT POLICY

- **Personal and Non-Profit Agency Use Prohibited:**

The purchase of goods, equipment or services for personal use by a City officer, employee, agent, or family members, or made by same on behalf of a non-profit agency, from City business accounts and/or contracts is prohibited.

- Employees that are involved in contract negotiations should not purchase merchandise or services for personal use with a vendor that is currently working, seeks to work, or has worked for the City.
- Employees shall NOT use the City of Wylie tax exemption forms for personal or non-profit use, nor set up accounts with a City tax exemption form in their personal name.
- A City officer, employee, agent, or family member may purchase merchandise or services from a vendor doing business with the City provided that the price at which the item is purchased is the same price charged to a designated segment of the public regardless of place of employment, or all officers and employees of the City.
- If a City officer, employee, agent, or family member acquires merchandise or services for the employee's personal use from a vendor doing business with the City, such merchandise or services may not be delivered to the employee or another City employee unless the acquisition is paid directly to the vendor by the employee. No personal invoices are to be mailed to an employee (or another City employee for or on behalf of the employee) at the employee's (or other employee's) place of work. Neither the vendor nor the employee may process the purchase under the City's tax exempt status. Employee is responsible for payment of applicable sales tax.

- **Gratuities (Gift and Entertainment):**

City employees shall not:

- Solicit and/or accept benefits or gifts of any kind from vendors, actual or potential.
- Provide special favors or privileges to anyone, either as payment or under any other circumstances.
- Be in violation of any City ordinances or HR Policies regarding ethics/gifts.

B. Employee Conflict or Substantial Interest

In the event of a conflict of interest or substantial interest, as set forth above, the affected employee must adhere to the following procedures:

- Sign a declaration of possible Conflict of Interest form;
- Abstain from participating in the procurement process, which includes, but is not limited to, discussions, lobbying, rating, scoring, recommending, explaining or assisting in the design or approval of the procurement process, selection of vendors, or the award of the contract:
 - Where the officer, employee, agent or family member directly represents an organization or may receive an economic benefit;
 - Where the officer, employee, agent or family member may directly receive an economic benefit;
 - Where the officer, employee, agent or family member is in direct competition with a proposal or bid which would provide a direct financial benefit;

ISSUED: OCTOBER 2020

REVISED: JANUARY 2023

Approved by Wylie City Council: 9/27/2022; 1/24/2023, 5/9/2023

page 7

PROCUREMENT POLICY

Any deviation from this policy must be submitted in writing by the Director, providing departmental procedures detailing how the conflict will be managed, and approved by the Purchasing Manager and Finance Director.

C. Vendor Conduct

Vendors, their officers, employees, agents, partners or sub-contractors, seeking to do business with the City or contracted to do business with the City must:

- At all times be in compliance with all federal, state and local laws;
- Conduct themselves ethically and refrain from any exchange of favors, money, gifts or other forms of favor with any City officers, agents, employees, employee family members or potential family members;
- Maintain an accurate "Conflict of Interest Questionnaire" (Texas Ethics Commission) with the City Secretary's office;
- Vendors, their officers, employees, agents, partners or sub-contractors, who are directly involved with the writing of any type of specification created for the purposes of a fair and open procurement process, may not submit an offer or response.

Violation of this policy may result in the Vendor, their officers, employees, agents, partners or sub-contractors being barred from working with the City, or in the voiding of any contracts. Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.

D. Violations and Remedies

Violations of policy may constitute misconduct, subjecting the violator to any and all penalties prescribed by federal and/or state law, the City's HR Manual, City Ordinance or City Charter; up to and including termination.

Penalties, sanctions or other disciplinary actions, to the extent permitted by federal, state or local law, rules or regulations, shall be imposed for violations of the code of conduct/conflict of interest standards, by a City officer, employee or agent, or by persons, contractors or their agents, when the procurement involves state or federal programs and/or funds.

Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.

E. Disclosure of Certain Relationships:

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

ISSUED: OCTOBER 2020

REVISED: JANUARY 2023

Approved by Wylie City Council: 9/27/2022; 1/24/2023, 5/9/2023

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Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Glenna Hayes

Account Code: 413-5413-58210 (\$56,082)
414-5412-58210 (\$688,885)
NTMWD (\$2,755,865)

Subject

Consider, and act upon, the award of bid #W2023-22-B for Eubanks Lane Improvements from Hwy. 78 to North Texas Municipal Water District Entrance Drive to McMahon Contracting, LP in the amount of \$3,444,832 and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Eubanks Lane Widening Project will improve Eubanks Lane for approximately 1,200 linear feet, from State Highway 78 to the North Texas Municipal Water District (NTMWD) driveway. Currently, Eubanks Lane is a two-lane asphalt road, and it will be expanded to a four-lane concrete road, with a median along the corridor adjacent to and across DART ROW. The improvements include a turn lane from SH 78 north onto Eubanks Lane, updates to the signal light at SH 78 and Eubanks Lane, sidewalks, and drainage updates. All right-of-way has been acquired and utility relocations are under construction. Coordination with the NTMWD, KCS, and DART is ongoing.

Degradation of the roadway conditions is due to the increase in traffic and the NTMWD trucks that frequent the road. As a result, in 2016 the NTMWD partnered with the City through an Interlocal Agreement (ILA) to fund 80% of the construction costs for the improvements. The remaining 20% of the construction cost will be funded through the City's East and West Thoroughfare Impact Fees.

The City completed a competitive sealed bid process to be awarded to the lowest responsive responsible bidder. Three (3) bids were received with the apparent low bidder McMahon Contracting LLP. The bid and references were reviewed by the engineering firm of record (Halff Associates), with an award recommendation to McMahon.

Since 2016, due to increased construction costs, the City requested an additional \$2.4M from the NTMWD to finalize funding based on the bid pricing for the subject construction contract. This added funding was subsequently approved at the District's April 27th Board Meeting. In total, the NTMWD's share of this contract will be \$2,755,865 and their share of the total project (including the railroad crossing and geotechnical testing under separate contracts) will be \$3,758,083.

Staff recommends the award of #W2023-22-B for Eubanks Lane Improvements from Hwy. 78 to North Texas Municipal Water District Entrance Drive to McMahon Contracting, LP in the total amount of \$3,444,832.00 consisting of the base bid amount of \$2,995,505.86 and \$449,326 (pre-award of 15% for change orders as outlined in Texas Local Gov Code 252.048), as the lowest responsive, responsible bidder.



BID TABULATION W2023-22-b

EUBANKS LANE IMPROVEMENTS March 30, 2023 @ 3:00 pm CDT

Respondents:

McMahon Contracting LLP	\$2,995,505.86
Rebcon LLC	\$3,271,266.00
Tiseo Paving Company	\$3,171,924.90

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

Glenna Hayes

March 30, 2023

Glenna Hayes C.P.M., A.P.P. Purchasing Manager

Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Glenna Hayes

Account Code: 100-5231-58510

Subject

Consider, and act upon, the purchase of two (2) 2016 Horton Ford F550 ambulances from Siddons-Martin Emergency Group in the amount of \$247,403.00; and authorizing the City Manager to sign any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

Wylie Fire Rescue is creating an Emergency Medical Services Division. The new division will take over providing EMS services to the Southeast Collin County EMS Coalition. Members of the coalition include Lavon, Wylie, St. Paul, Parker, and Collin County. To ensure we are able to provide an adequate level of service the City of Wylie will need five ambulances. Currently, WFR owns two ambulances and has a third one on order. Continued supply chain issues have extended the delivery times on new units to approximately two years, giving a best-case delivery scenario of February 2025. These two 2016 units are available for delivery and are being serviced by both Siddons-Martin and a local Ford dealer. WFR anticipates the units to be placed in-service approximately 60 days after receipt.

Staff recommends the purchase of two (2) 2016 Horton Ford F550 ambulances from Siddons-Martin Emergency Group in the amount of \$247,403.00 as providing the best overall value to the City.



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Glenna Hayes

Account Code: 100-5231-52250

Subject

Consider, and act upon, Resolution No. 2023-07(R) authorizing the purchase of a LIFEPAK 15 V4 Cardiac Monitor and service agreement from Stryker Sales Corporation Medical Division, as a single source purchase exempt from the competitive bid law pursuant to Local Government Code, Section 252.022(a), in the amount of \$50,926.68; and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

Wylie Fire Rescue intends to provide the Southeast Collin County EMS Coalition with three ambulances beginning in October 2024. The acquisition of this LIFEPAK 15 AED heart monitor, accessories, and annual service agreement will allow WFR to equip the third ambulance to be able to provide advanced lifesaving care.

Staff recommends the approval of this Resolution authorizing the purchase of a LIFEPAK 15 V4 unit and associated service program as providing the best overall value to the City. Approval of this purchase will also establish a four (4) year annual service and preventative maintenance agreement. This purchase is made as both a single source purchase and as a procurement necessary to preserve or protect the public health or safety of the municipality's residents as providing the best value to the City. The City is authorized to purchase to make this purchase as exempt from competitive bidding, under Local Government Code 252.022(a).

Wylie Agreement #W2023-75-3

RESOLUTION NO. 2023-07(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, TO AUTHORIZE THE PURCHASE OF A LIFEPAK® 15 V4 CARDIAC MONITOR UNIT, RELATED ACCESSORIES, AND PREVENTATIVE MAINTENANCE SERVICE AGREEMENT FROM STRYKER SALES CORPORATION MEDICAL DIVISION IN THE AMOUNT OF \$50,926.68.

WHEREAS, Wylie Fire Rescue has identified a need to purchase new a LIFEPAK® 15 V4 cardiac monitoring unit, related accessories and preventative service agreement; and

WHEREAS, procuring life-saving medical devices is critical to providing effective emergency medical services to the public; and

WHEREAS, the purchase of the LIFEPAK® 15 V4 cardiac monitor, related accessories, and preventative service agreement is necessary to preserve and protect the public health and safety and is exempt from competitive bidding pursuant to Section 252.022(a)(2) of the Local Government Code.

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

Section I. The City Council hereby approves the purchase of a LifePak® 15 V4 cardiac monitor unit, related accessories, and preventative service agreement from Stryker Sales Corporation Medical Division, in the amount of \$50,926.68.

Section II. The City Council hereby finds and determines that the purchase of a LifePak® 15 V4 cardiac monitor, related accessories, and preventative service agreement is necessary to preserve and protect the public health and safety and is exempt from competitive bidding pursuant to Section 252.022(a)(2) of the Local Government Code.

Section III. The City Council hereby authorizes the City Manager or his designee to execute any and all documents in connection with the above expenditure.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this the 9th day of May, 2023.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2023 and ending May 2024.

Recommendation

Motion to approve the appointment of _____ as Mayor *pro tem* for a term beginning May 2023 and ending May 2024.

Discussion

The Charter states the Mayor *pro tem* shall be a councilmember elected by the City Council at the first regular City Council meeting following each regular City election. The Mayor *pro tem* shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Tabled from 04-25-2023

Remove from table and consider

Consider, and act upon, Ordinance No. 2023-17 for a change in zoning from Manufactured Home (MH) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a motor vehicle fueling station with convenience store and car wash on 1.793 acres, property located at 1001 S. Highway 78 (ZC 2023-05).

Recommendation

Motion to approve the Item as presented.

Discussion

On April 11, 2023 City Council approved the writing of an Ordinance for a change in zoning from Manufactured Home (MH) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a motor vehicle fueling station with convenience store and car wash on 1.793 acres, property located at 1001 S. Highway 78 (ZC 2023-05).

Final approval of Zoning Case 2023-05 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 (SUP Conditions), and Exhibit C (Zoning Exhibit) 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. 2023-17

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 2023-05, FROM MANUFACTURED HOME (MH) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP), TO ALLOW FOR COMMERCIAL DEVELOPMENT OF A MOTOR VEHICLE FUELING STATION, CONVENIENCE STORE, AND CAR WASH; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 2: That Special Use Permit Conditions and the Zoning Exhibit are an integral component of the development of the property and attached as Exhibits B and C, respectively.

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

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

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

SECTION 6: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 9th day of May 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: May 17, 2023, in the Wylie News

Exhibit "A"
Legal Description
ZC 2023-05

BEGINNING at a 5/8 inch capped rebar stamped "RPLS 3949" found at the south corner of a tract described as "Parcel 28 - Part 1" in the Deed to the State of Texas recorded in Volume 4259, Page 1657, Deed Records, Collin County, Texas;

THENCE NORTH 25°45'02" EAST, with the southeast line of the said "Parcel 28 - Part 1", a distance of 9.64 feet to a 5/8 inch capped rebar stamped "SPOONER 5922" found at the northeast corner of "Parcel 28 - Part 1", on the monumented southeast right of way of State Highway No. 78 (a variable width right of way as shown in Texas State Highway Department Right-of-Way Map for State Highway No. 78 dated August 1955 | no dedicating document found);

THENCE NORTH 49°03'55" EAST, with the said southeast right of way of State Highway No. 78, a distance of 229.02 feet to an angle point from which a found 5/8 inch capped rebar stamped "SPOONER 5922" bears SOUTH 88° WEST, a distance of 0.3 of a foot;

THENCE NORTH 51°36'37" EAST, continuing with the southeast right of way of State Highway No. 78, a distance of 187.07 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying", from which a found 5/8 inch capped rebar stamped "SPOONER 5922" bears NORTH 51°36'37" EAST, a distance of 215.26 feet;

THENCE though the interior of the aforementioned Wylie 33-78 tract, the following calls:

1. SOUTH 38°07'28" EAST, a distance of 122.93 feet to a set Mag Nail with washer stamped "JPH Land Surveying";
2. SOUTH 51°52'32" WEST, a distance of 18.00 feet to a set Mag Nail with washer stamped "JPH Land Surveying";
3. SOUTH 38°07'28" EAST, a distance of 229.15 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set on the south line of the Wylie 33-78 tract;

THENCE NORTH 88°34'05" WEST, with the said south line of the Wylie 33-78 tract, a distance of 527.20 feet returning to the **POINT OF BEGINNING** and enclosing 1.731 acres (± 75,401 square feet).

Wylie Gas Station & Car Wash
EXHIBIT “B”
Conditions For Special Use Permit

I. PURPOSE:

The purpose of this Special Use Permit is to allow for a gas station and car wash service use.

II. GENERAL CONDITIONS:

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

III. SPECIAL CONDITIONS:

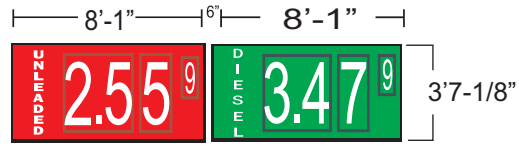
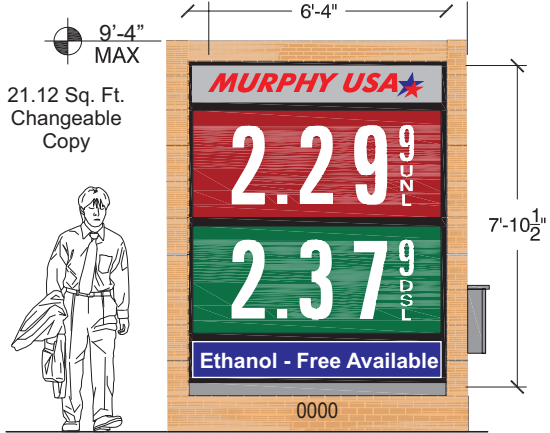
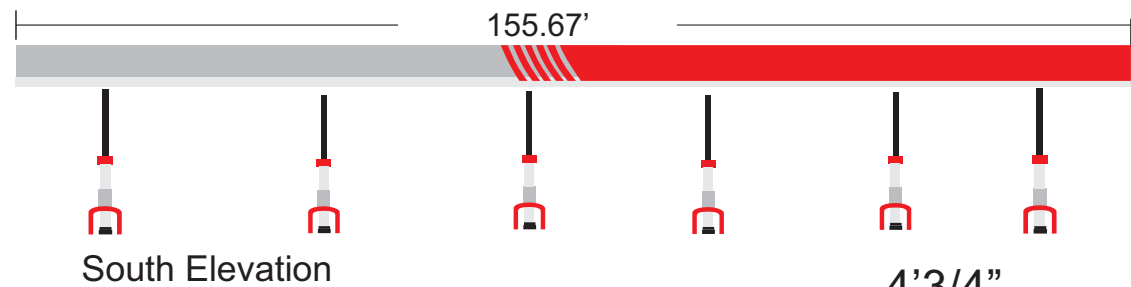
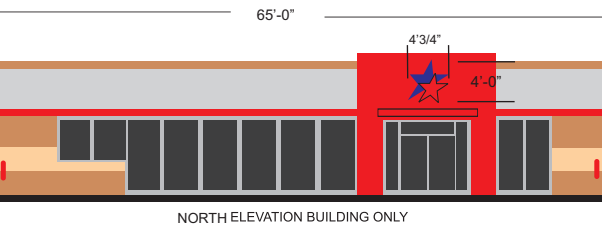
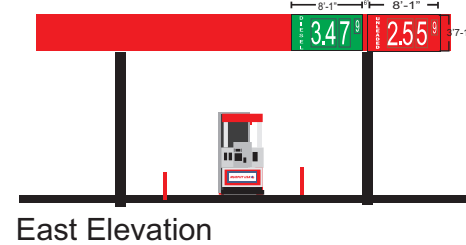
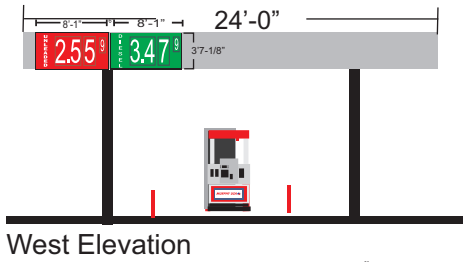
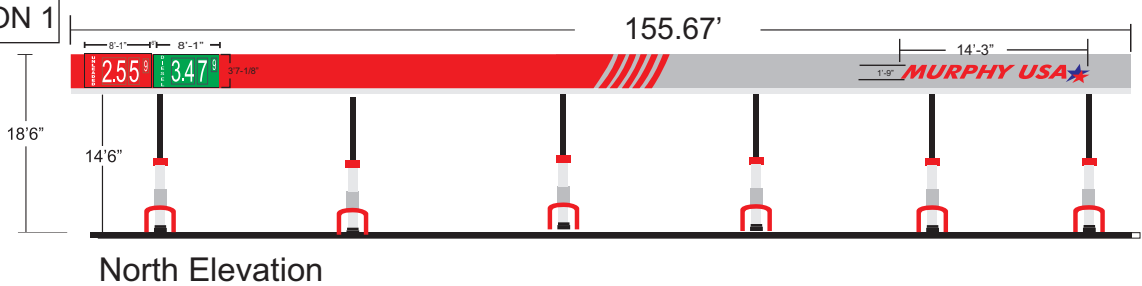
1. The following listed uses as defined in Article 5 of the Zoning Ordinance (adopted as of April 2021) and as depicted in the Zoning Exhibit (Exhibit “C”) shall be allowed by-right:
 - a. Car Wash
 - b. Fueling Station
 - c. Convenience Store
2. Section 4.1.C(3) of the Zoning Ordinance (adopted as of April 2021) shall be amended to allow for service and loading areas to be visible from a public street for Lot 2 of the Zoning Exhibit (Exhibit C) to allow for the car wash bay to face a public street.
3. The square footage of the signage depicted on the Zoning Exhibit (Exhibit C) shall be permitted.

EASEMENT/SETBACK LEGEND	
BUILDING SETBACK	B.S.
LANDSCAPE SETBACK	L.S.
FIRE LANE, ACCESS & UTILITY EASEMENT	F.A.U.E.
FIRE LANE, ACCESS & DRAINAGE EASEMENT	F.A.D.E.
ACCESS EASEMENT	A.E.
SIDEWALK EASEMENT	S.E.
SANITARY SEWER EASEMENT	S.S.E.
WATER EASEMENT	W.E.
ELECTRICAL EASEMENT	E.E.
UTILITY EASEMENT	U.E.
DRAINAGE & DETENTION EASEMENT	D.D.E.

SITE GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS.
- THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AVAILABLE UTILITY PLANS OR SURVEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND LOCATING ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE ENCOUNTERED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE DAMAGED UTILITY.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPAIR OR RESEAL THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL, AND TO THE SAME CONDITION OR BETTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
- ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THEREOF.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER, RESTORED AREAS SHALL BE IDENTICAL TO THE ORIGINAL. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, REPAIRS, RECONSTRUCTION, REPAIRS, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PLANS. ANY RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
- THE CONTRACTOR SHALL MAINTAIN ALL "RED LINE" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION OF THE PROJECT FROM THE BEGINNING TO THE END AND WAS CONSTRUCTED IN ACCORDANCE WITH THE PLANS.
- ALL CURB RADIIUS TO BE 10 OR 2 L/4 OR MORE ON THE SITE PLANS.

SITE PLAN
MURPHY AND CARWASH
NEC MARTINEZ LN. & SH 78
CITY OF WYLIE
COLLIN COUNTY, TEXAS 75098
E.C. DAVIDSON SURVEY, ABS. NO. 267



SIGN	QTY.	HEIGHT	WIDTH	AREA S.F.	TOTAL S.F.
MURPHY USA CANOPY LOGO	1	1'-9"	14'-3"	24.76	24.76
MURPHY USA BUILDING LOGO	1	1'-9"	14'-3"	24.76	24.76
STAR	1	6'-0"	5'-9-3/4"	34.90	34.90
Canopy Gas Price Signs	6	3'-7-1/8"	8'-1"	29.05	174.30
Monument					
MUSA/UNL/DSL/EFA	1	7'-10 1/2"	6'-4"	49.88	49.88
SIGN TOTAL:					308.60

**National Signs
&
Service**

799 Greenbriar Rd.
Fate, TX. 75132

972-772-4901
Fax 972-772-5037

Sign Installation Group, Inc.

CLIENT:

MURPHY USA

ADDRESS:

Murphy USA
Highway 78 & Westgate
Wylie, Texas 75098

DATE:

2/25/2023

DESIGNER:

SPW

PROJECT MANAGER:

ELECTRONIC FILE NAME:

22124

APPROVAL DATE:

REV 3

CLIENT SIGNATURE:

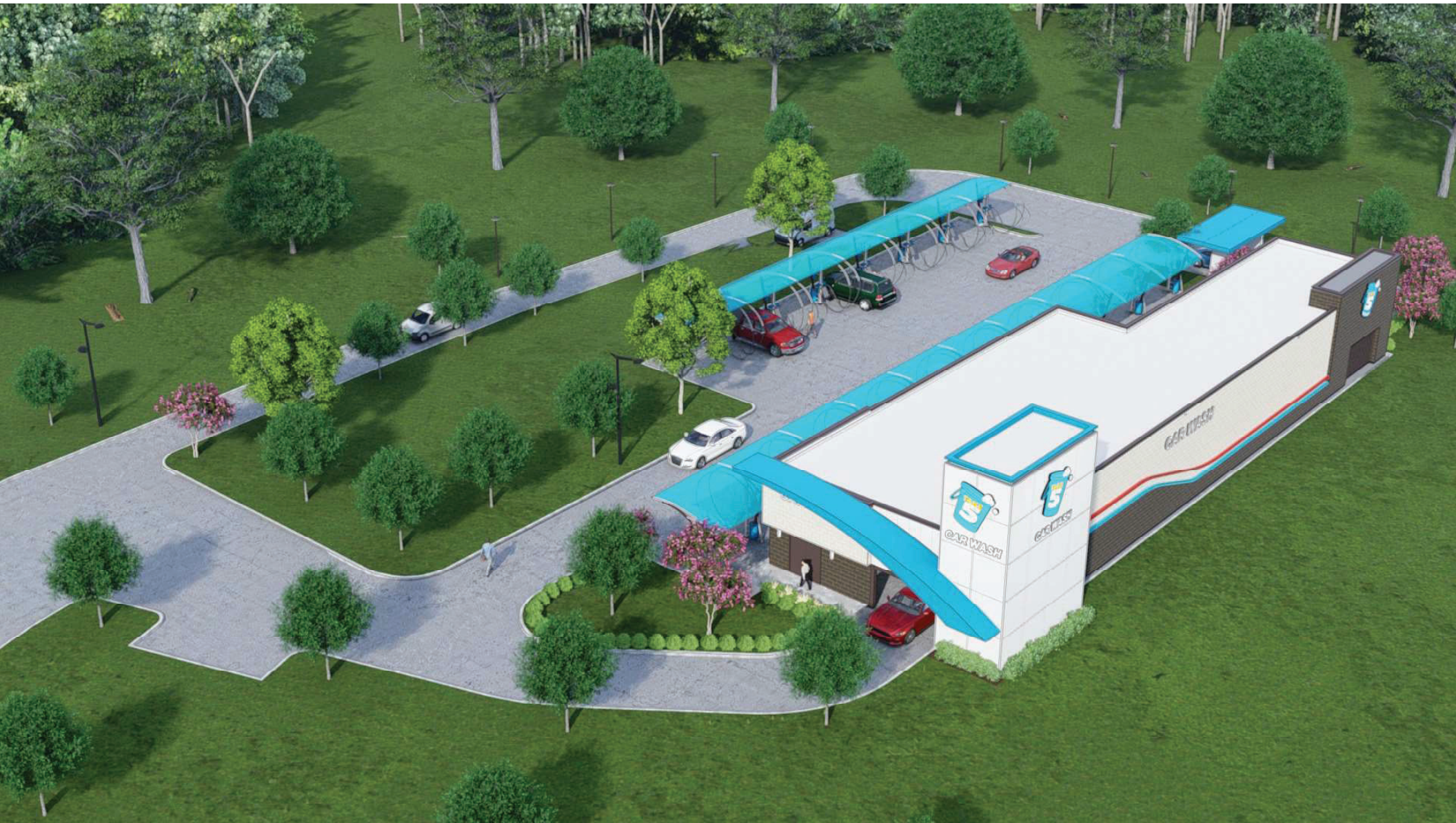
PAGE #

1











Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-08(R), approving a Chapter 380 Grant Agreement between the City of Wylie and Agape Resource and Assistance Center, a Texas nonprofit 501(c)(3) tax exempt corporation, and authorizing the City Manager to execute the Chapter 380 Grant Agreement.

Recommendation

Motion to approve the Item as presented.

Discussion

Owner: Agape Resource and Assistance Center

Representatives of Agape Resource and Assistance Center discussed their potential project (Jericho Village) with Council during a work session in February 2021. As a result of that discussion, the owner has completed the submittal process and zoning and subsequent plans have been approved by Planning and Zoning Commission and City Council. Jericho Village will consist of nine two-story residential buildings. There will be 12 - one bedrooms, 21 - two bedrooms, and 5 - three bedrooms, totaling 38 units. The units include studio, one, two, and three bedroom apartments at minimum 464, 650, 809, and 1,096 square feet, respectively. The proposal includes amenities such as a staffed community center, Xeriscape landscaping, and an urban garden.

What benefits does Agape bring to Wylie? The mission of Jericho Village is to offer an actively managed social services living facility. Agape addresses some of the priority areas as stated in the 2020 Collin County Community Homeless Plan: *Housing people without support services simply does not work. Even the evidence-based practice of Housing First recognizes the limitation of housing only. We must prioritize the immediate housing need but not dismiss the pre-housing, secondary and tertiary needs. The needs vary from person to person and include case management, financial management, health care, behavioral health (mental health and substance abuse), as well as assistance with identification, workforce training and job placement, childcare, transportation, food and clothing. With the appropriate wraparound supports, individuals and families can reach a level of stability to maintain housing long-term. Research shows that such supports along with housing allow individuals and families to return to self-sufficiency and become an integral and valued part of the community fabric.*

There is significant diversity among people experiencing homelessness. Their skills, talents, circumstances and challenges are as varied as the population of Collin County as a whole. It is critical that support services are developed and implemented with this diversity in mind.

The grant is in the form of a reimbursement payable to Agape in an amount not to exceed \$200,000. The amount of the Grant Agreement is based on estimated development fees in the amount of \$184,294.82. The agreement outlines the performance criteria that must be met by the owner in order to receive the grant from the City. The owner has stated that the total project cost will be at least \$6,500,000.

In accordance with the terms of the Chapter 380 Grant Agreement, Agape agrees to, among other things:

- a) obtain the required permits to begin construction on the Property on or before December 31, 2023;
- b) obtain a permanent Certificate of Occupancy from the City for the Facilities and occupy the Facilities on or before June 30, 2025;
- c) shall maintain continuous occupancy of the Facilities for at least ten years thereafter;
- d) comply with the Declaration of the Deed Restrictions dated April 11, 2023.

If approved, the City will abide by the guidelines of HB 2404, which went into effect September 1, 2021, that obligates the City to comply with certain new reporting requirements relating to Chapter 380 agreements.

Additionally, the City must provide on the City website a direct link to the Comptroller's database.

RESOLUTION NO. 2023-08(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 A CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND AGAPE RESOURCE & ASSISTANCE CENTER, INC.

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

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 Chapter 380 Grant Agreement by and between the City of Wylie, Texas and Agape Resource & Assistance Center, Inc.

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, this 9th day of May, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT (“Agreement”) is entered into by and between AGAPE RESOURCE & ASSISTANCE CENTER, INC., a Texas nonprofit 501 (c) 3 tax exempt corporation (“Company”), and the CITY OF WYLIE, TEXAS (“City”), a home-rule municipality. City and Company are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended (“Chapter 380”);

WHEREAS, the Company represents that it is a nonprofit corporation providing housing and transitional services to homeless single women, mothers and their children; and

WHEREAS, the Company proposes to: (i) be the sole owner of that certain parcel of land containing 2.4573± acres, situated in the City of Wylie, Collin County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property”); and (ii) construct or cause to be constructed on the Property 38 multifamily residential units and a community center known as Jericho Village, consisting of nine residential buildings with 12 one-bedroom units, 21 two-bedroom units and five three-bedroom units, subject to final site plan approval by the City (collectively, the “Facilities”), as shown in the concept plan, attached hereto as Exhibit B and incorporated herein for all purposes (as may be modified from time to time with the City’s prior approval), and according to plans and specifications complying with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council seeks to encourage and maintain community diversity by ensuring housing choices to meet the needs of persons of different ages, incomes and/or social and economic backgrounds and different households and family structures; and

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (a) constructing or causing to be constructed the Facilities on the Property in the City; and (b) is a nonprofit organization; and (c) creating employment opportunities for the citizens of the City;

WHEREAS, the Company agrees that the City’s obligation to perform or take any action under this Agreement is strictly contingent on the Company’s compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

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

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

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

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, expanding the tax base of the City, generating new tax revenue for jurisdictions in Collin County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.
2. Chapter 380 Grant; Grant Term.
 - a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant (the "Grant") in the form of a reimbursement payable to the Company in an amount equal to the lesser of (i) \$200,000.00; or (ii) the total amount of the roadway water and wastewater impact fees, development inspection fees, parkland dedication and development fees, fire development and inspection fees, fire Sprinkler and alarm permit fees (excluding annual City permitting fees) and building permit fees actually assessed and collected by the City in connection with the development of the Facilities on the Property during the period from the Effective Date of this Agreement to the date of issuance of a permanent Certificate of Occupancy for the Facilities (the "Grant");

Term”).¹ In the event the Company does not receive the maximum amount of the Grant provided herein during the Grant Term, the City shall have no obligation to pay to the Company any portion of the Grant after the Grant Term has expired.

- b. The Grant shall be payable within thirty days after the date the Company provides the City with evidence demonstrating the Company’s completion of and compliance with all of the Performance Requirements set forth in Section 3 below. Notwithstanding any provision in this Agreement to the contrary, the City shall have no obligation to pay or provide any portion of the Grant, and Company shall repay City in an amount equal to the amount of the Grant paid to the Company under this Agreement, in the event that (i) the Company vacates the Property prior to completion of the Facilities, as determined by City in its sole discretion; (ii) the Company abandons the Facilities construction project, as determined by City in its sole discretion; (iii) the Company fails to complete construction of the Facilities in accordance with the terms of this Agreement; or (iv) the Company fails to comply with any of the other Performance Requirements set forth below. Such remedies are in addition to any other remedies provided under this Agreement or by law.
 - c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the fees collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same.
3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the “Performance Requirements”):
- a. The Company shall obtain or cause to be obtained a building permit for the Facilities, pay to the City all applicable permit fees, impact fees and other fees and cause the commencement of construction of the Facilities on the Property on or before December 31, 2023. For purposes of this section, “commencement of construction” shall mean (i) the issuance of a building permit for the Facilities; (ii) the issuance of a notice to proceed to a third-party contractor, and (iii) the start of grading of the Property for the Facilities; and
 - b. The Company shall invest at least \$6.5 million in real property improvements and business personal property in the Facilities, including the cost of the land, related to the development of the Facilities on the Property on or before June 30, 2025; and

¹ The following fees are not subject to reimbursement or waiver under this Agreement: (1) third-party review and inspection fees associated with the fire underground, fire sprinkler and fire alarm plan; (2) sales and property (ad valorem) taxes; and (3) all other municipal taxes and fees, if any, not specifically described in Section 2.

- c. The Company shall obtain a permanent Certificate of Occupancy from the City for the Facilities and occupy the Facilities on or before June 30, 2025, and shall maintain continuous occupancy of the Facilities for at least ten (10) years thereafter; and
- d. The Company shall comply with that certain Declaration of Deed Restriction dated April 11, 2023, relating to use of the Property; and
- e. The Company shall cause all construction contracts in the amount of \$100,000.00 or more for construction of the Facilities and all other improvements on the Property ("Separated Materials Contracts") to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs, and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Wylie, Texas. Separated Building Materials Contracts shall include but not be limited to contracts for the following construction materials: concrete, steel (foundation as well as framing), pre-cast concrete/windows/glass/exterior siding, heating ventilation air conditioning plumbing (HVAC), lighting, roofing, piping (water, sewer and storm water); and
- f. Building Materials Standards.
 - (i) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, including the Facilities, Company shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company also shall comply with any City-approved façade plans for the Property, as they exist or may be amended by City, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
 - (ii) City designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Company voluntarily consents and agrees to such designation. Company voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that City's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter

provision, ordinance, order, building code or other regulation of City. Company agrees that City is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in City's sole discretion.

- (iii) The obligations under this Agreement relating to the Building Materials Standards shall be automatically null, void and of no legal effect in the event that Chapter 3000 of the Texas Government Code is repealed or amended such that City's authority to enforce the Building Materials Standards is not limited or preempted in any way under Texas law.
- g. The Company shall pay all taxes and other governmental assessments as applicable for the Property and the Facilities when due.
- h. The Company shall continuously comply with this Agreement during the Grant Term.

The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:
 - a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."
 - b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.
 - c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.
 - d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Collin County taxing jurisdictions throughout the term of this Agreement that may be due and payable by the Company.
 - e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Facilities or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any

public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

5. Default.

- a. The following shall constitute an “Event of Default” under this Agreement:
 - (i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 5(b) below, the City’s failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.
 - (ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.
 - (iii) A breach of a representation under this Agreement by Company.
- b. In the event of the occurrence of an Event of Default described under Section 5(a) above, the non-defaulting party may give written notice to the other party of such Event of Default to the extent that the Event of Default is capable of being cured, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.
- c. This Agreement shall terminate upon the occurrence of any one of the following:
 - (i) the execution by both parties of a written agreement terminating this Agreement;
 - (ii) the expiration of the Grant Term; or

- (iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 5(b) above), after an Event of Default.
 - d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.
 - e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 5, and the Company hereby waives any other remedies under law or in equity.
6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:
- If to the City: City of Wylie
 Attn: Brent Parker, City Manager
 300 Country Club Road
 Wylie, Texas 75098
- with a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn: Ryan D. Pittman
 1700 Redbud Blvd., Suite 300
 McKinney, Texas 75069
- If to the Company: Agape Resource & Assistance Center, Inc.
 Attn: Janet Collinsworth, Founder & Executive Director
 P.O. Box 861664
 Plano, Texas 75086-1664
7. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

8. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 (“Form 1295”) generated by the Texas Ethics Commission (the “TEC”) was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

9. Miscellaneous.
 - a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

 - b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment

or substituted provision is materially different than the illegal, invalid or unenforceable provision).

- c. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- d. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- e. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.
- f. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- g. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- i. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his

or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

- j. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- k. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- m. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[Signature page follows.]

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

CITY OF WYLIE, TEXAS,
a home-rule municipality

By: _____
Brent Parker, City Manager
Date executed: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared Brent Parker, City Manager and duly authorized representative for the CITY OF WYLIE, TEXAS, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

Notary Public, State of Texas

AGAPE RESOURCE & ASSISTANCE
CENTER, INC.,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

Notary Public, State of Texas

Exhibit A Legal Description of the Property

BEING a tract of land situated in the S.B. Shelby Survey, Abstract No. 820 of Collin County, Texas and being all of a called 2.4721 acre tract of land conveyed to KEP Brown Street Village, L.P. as recorded in County Clerk No. 20060327000390640 of the Official Public Records of Collin County, Texas and being more particularly described in metes and bounds as follows:

BEGINNING in the south Right-of-Way (ROW) line of West Brown Street at a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of the called 2.4721 acre tract of land and said capped iron rod being the northeast corner of a called 0.500 acre tract of land conveyed to Spirit Master Funding VI, LLC as recorded in County Clerk No. 20140409000340620 of the Official Public Records of Collin County, Texas;

THENCE S 88°59'08" E with the south ROW of West Brown Street a distance of 323.09' to a 1/2" iron rod with plastic cap stamped "4613" set for the west corner of a corner clip conveyed to the City of Wylie in County Clerk No. 20110624000655820 of the Official Public Records of Collin County, Texas;

THENCE S 44°14'55" E along said corner clip a distance of 24.39' to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the west ROW of Winding Oaks Drive, a 50' ROW;

THENCE S 01°00'52" W with the west ROW of Winding Oaks Drive a distance of 168.31' to a 1/2" iron rod with plastic cap stamped "4613" set for corner at the beginning of a curve to the right;

THENCE with said curve to the right following the west ROW of Winding Oaks Drive with an arc length of 62.84', with a radius of 225.00', with a chord bearing of S 09°00'56" W, with a chord length of 62.64', to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the called 2.4721 acre tract of land and said capped iron rod also being the northeast corner of Lot 18, Block F of Rustic Oaks, Phase One, an addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 198 of the Plat Records of Collin County Texas;

THENCE N 89°42'08" W a distance of 128.98' to a 1/2" iron rod with plastic cap stamped "4613" set for the northwest corner of said Lot 18;

THENCE S 70°41'52" W a distance of 249.89' to a 1/2" iron rod with plastic cap stamped "4613" set for corner in the north line of Lot 14, Block F of said Rustic Oaks, Phase One;

THENCE N 70°39'08" W a distance of 60.72' to a 1/2" iron rod with plastic cap stamped "4613" set for the northern most corner of Lot 13, Block F of said Rustic Oaks, Phase One and said capped iron rod also being the northeast corner of Lot 1, Block F of Rustic Oaks, Phase Three, an addition to the City of Wylie as shown on the Plat thereof recorded in Cabinet D, Page 200 of the Plat Records of Collin County Texas;

THENCE N 20°57'04" E a distance of 141.36' to a 1/2" iron rod with plastic cap stamped "4613" set for the northeast corner of a called 0.438 acre tract of land conveyed to Jonvitch, Inc. as recorded in Volume 3925, Page 1455 of the Deed Records of Collin County, Texas;

THENCE N 70°23'49" W with the north line of the called 0.438 acre tract of land a distance of 24.54' to a 1/2" iron rod with plastic cap stamped "4613" set for the southeast corner of the called 0.500 acre tract of land;

THENCE N 21°04'50" E with the east line of the called 0.500 acre tract of land a distance of 187.45' to the POINT OF BEGINNING, and containing 107,669 Square Feet or 2.472 acres of land.

Exhibit B Concept Plan for the Property

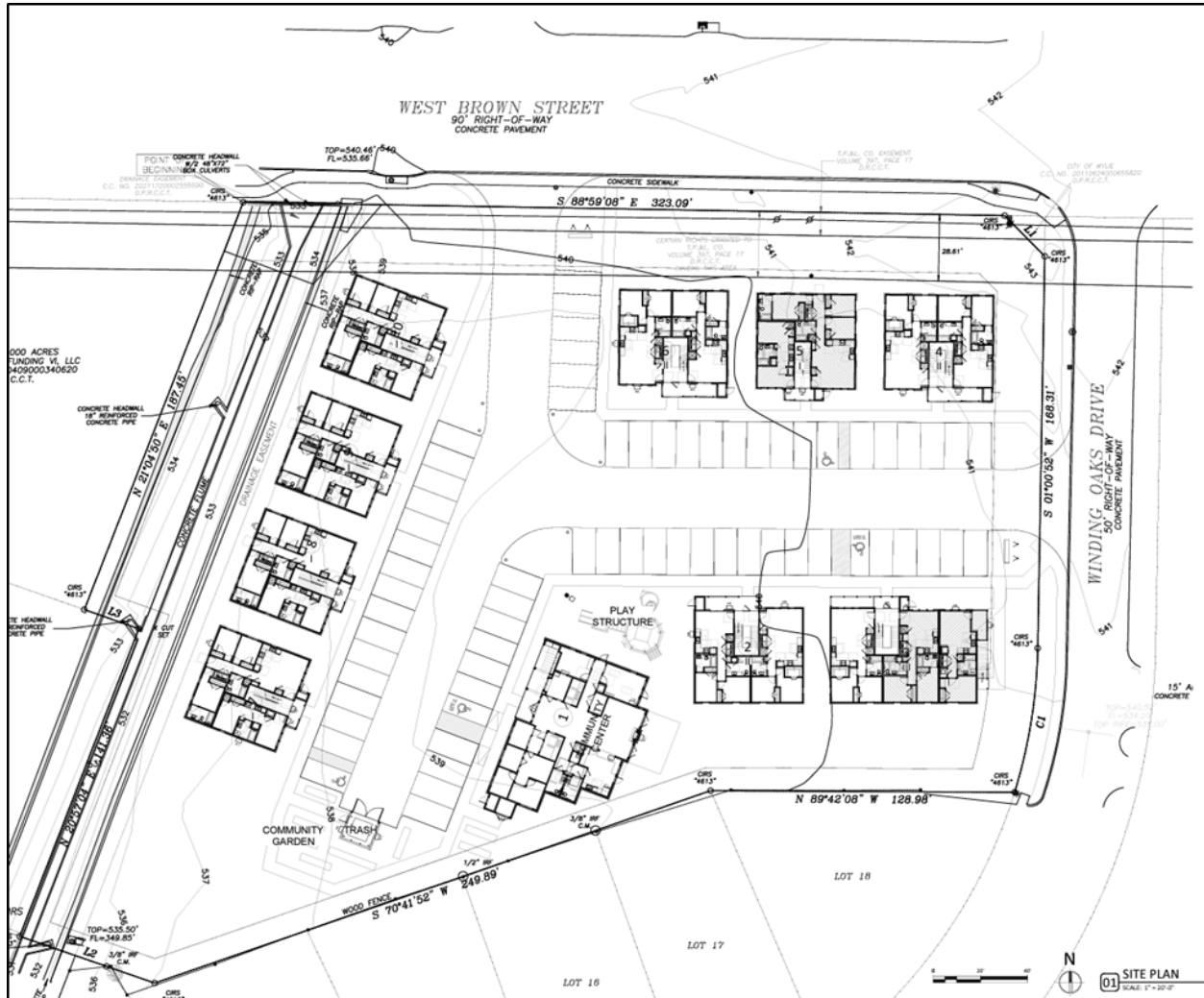


Exhibit C

Building Materials Standards

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

1. Wylie’s Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
2. The zoning ordinance that approved the zoning on the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
3. Wylie’s Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
4. Wylie’s Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
5. Wylie’s Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
6. Wylie’s Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
7. Wylie’s Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
8. Wylie’s Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
9. Wylie’s Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
10. Wylie’s Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

11. Wylie's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
12. Any other existing, future or successor ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

MATERIAL LEGEND	
1 BRICK	7 VINYL SIDING
2 BRICK	8 COMPOSITIONAL SHINGLE
3 BRICK	9 COMPOSITIONAL SHINGLE
4 BRICK	10 STONE
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6 BRICK	12 STONE
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90 BRICK	96 STONE
91 BRICK	97 STONE
92 BRICK	98 STONE
93 BRICK	99 STONE
94 BRICK	100 STONE



01 ELEVATION BUILDING TYPE 1
SCALE: 1/8" = 1'-0"

02 ELEVATION BUILDING TYPE 2
SCALE: 1/8" = 1'-0"



An Empowerment Initiative of Apple Resource & Assistance Center, Inc.

City Council Meeting
03.08.2022



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, the appointment of a 2023 Board and Commissions City Council Interview Panel to conduct the May 2023 board applicant interviews.

Recommendation

Motion to appoint, _____, _____, and _____ to serve on the 2023 Boards and Commissions City Council Interview Panel.

Discussion

Each year the City Secretary's Office solicits and compiles applications from Wylie residents wishing to serve on various Wylie Boards and Commissions. These applications are received through the year until mid-May of each calendar year. Additionally, in May of each year, the applications are compiled into appointment timeframes to allow the three-council member panel time to interview each applicant and subsequently choose a list of applicants to recommend to the full Council to serve on the various boards. The terms are staggered so each year approximately half of the members serving on each board and commission are appointed.

Pursuant to Resolution No. 2006-17(R), the procedures for the interview process allows council members, not serving on the panel, an opportunity to address questions and concerns to the panel to be asked of the applicants. The rules and procedures in Resolution No. 2006-17(R) comply with the Texas Open Meetings Act. The Resolution is attached for your review.

Proposed interview meeting dates will be Wednesday May 31, 2023 and Thursday, June 1, 2023, and an alternate (if needed) date of Friday, June 2, 2023 from approximately 5:30 p.m. - 9:00 p.m. each night. Immediately following the final night interviews, the panel will deliberate on recommendations to be submitted to the full Council at the June 13, 2023 Wylie City Council meeting. This timeline for approval by June 13th will allow time for each member to be sworn in at the June 27th City Council meeting, attend orientation on June 28th, and begin their terms on July 1, 2023. All Council members will receive the scheduled appointment list and all applications submitted prior to the interview process.

RESOLUTION NO. 2006-17(R)**A RESOLUTION OF THE CITY OF WYLIE, TEXAS ADOPTING PROCEDURES FOR THE WYLIE BOARDS AND COMMISSION INTERVIEW PROCESS AND THE APPOINTMENT OF THE 2006-07 BOARDS AND COMMISSION INTERVIEW PANEL.**

WHEREAS, the City of Wylie has nine boards and commissions comprised of a total of 54 members serving staggered two year terms; and

WHEREAS, each year the City of Wylie receives applications from residents for consideration of appointment to City of Wylie Boards and Commissions; and

WHEREAS, applicants for the board and commission members are interviewed by a Selection Panel consisting of three council members; and

WHEREAS, it has been deemed that guidelines be set for the Selection Panel, the application process, the interview process, and the appointment process of the City of Wylie Boards and Commissions.

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

SECTION 1: That the City Council of the City of Wylie will appoint a three (3) member Selection Panel each year comprised of three (3) Council Members.

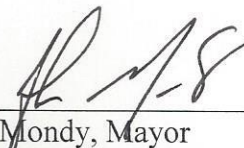
SECTION 2: That applications and scheduling of applicants to be interviewed by the Selection Panel will be completed by the City Secretary and provided to the City Council.

SECTION 3: That the interview process will be held in the City of Wylie Council Chambers and notifications of the interview dates will be posted for the public to attend.

SECTION 4: That City Council can provide a series of questions to the Selection Panel for the applicants to address during their interview.

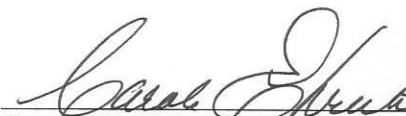
SECTION 5: Recommendations by the Selection Panel will be made in open session and the recommendations will be presented to Council for discussion and approval.

DULY PASSED AND APPROVED by the Wylie City Council on this 23rd day of May 2006.



John Mondy, Mayor

ATTEST:



Carole Ehrlich, City Secretary





Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, the appointment of three-committee members to the City of Wylie City Council Subcommittee to represent the City of Wylie in meetings with the Wylie Independent School District City/Schools Partnerships Committee.

Recommendation

Motion to appoint _____, _____, and _____ to the City of Wylie City Council Subcommittee to represent the City of Wylie in meetings with the Wylie Independent School District City/Schools Partnerships Committee.

Discussion

In 2005, the Wylie Independent School Board formed an advisory standing committee called City/School Partnerships. The committee consists of three WISD Board of Trustee members and three City of Wylie Council members. The purpose of the committee is focused on discussing existing and new partnerships between the Wylie Independent School District (WISD) and the City of Wylie.

Pursuant to Ordinance No. 2005-55, the Subcommittee shall consist of three members, to be appointed by the Wylie City Council for the remainder of the term that said member serves on the Council or until said member resigns from the Subcommittee, whichever occurs first. If a replacement has not been appointed by the City Council upon the expiration of a member's term (of office), that member shall not continue his/her membership until replaced.

Current members serving on the sub-committee are three WISD Trustee members and outgoing City Council members Mayor Matthew Porter, Mayor *pro tem* Jeff Forrester, and Councilman Timothy "Toby" Wallis. Also, in attendance are WISD Committee facilitator Superintendent David Vinson and City of Wylie facilitator City Manager Brent Parker.

Outgoing Councilman Timothy "Toby" Wallis' term has expired with his election term to the Wylie City Council and therefore the sub-committee position must be appointed to fill the expired term. Staff is requesting this position on the subcommittee be filled by the appointment of a council member to serve in this capacity.

Mayor Matthew Porter's term has expired with his re-election to the Wylie City Council and therefore the sub-committee position must be re-appointed. Staff is requesting this position on the subcommittee be filled by the reappointment of Matthew Porter or another council member to serve in this capacity.

Mayor *pro tem* Jeff Forrester was re-elected to the Wylie City Council in May 2022; therefore, the sub-committee position must be re-appointed. Staff is requesting this position on the subcommittee be filled by the reappointment of Jeff Forrester or another council member to serve in this capacity.

ORDINANCE NO. 2005-55

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, CREATING, ESTABLISHING AND APPOINTING THE CITY COUNCIL SUBCOMMITTEE FOR WISD RELATIONS; PRESCRIBING THE PURPOSE, COMPOSITION, FUNCTION, DUTIES, AND TENURE OF EACH SUBCOMMITTEE MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council"), has investigated and determined that it will be advantageous and beneficial to the City of Wylie, Texas ("Wylie") and its citizens to create a City Council Subcommittee for WISD Relations, as set forth below; and

WHEREAS, the City Council desires to prescribe the purpose, composition, function and duties of said Subcommittee; and

WHEREAS, the Board of Trustees of the Wylie Independent School District ("WISD") has established a similar subcommittee of its members to work with the City's subcommittee ("WISD Subcommittee"); and

WHEREAS, the City Council desires to appoint members to the Subcommittee and prescribe the duties and tenure for said members.

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

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

SECTION 2: Establishment of Subcommittee.

A. There is hereby created the City Council Subcommittee for WISD Relations (the "Subcommittee") of the City Council, and such Subcommittee shall meet with WISD representatives to work on maintaining and recommending partnerships between the City and WISD and to further a positive working relationship between the City and the WISD, and any other such functions as the City Council may direct in writing. It shall function according to the laws of the State of Texas and the provisions of this Ordinance. The Subcommittee shall serve in an advisory capacity to the City Council.

B. The Subcommittee shall consist of three members, to be appointed by the City Council for the remainder of the term that said member serves on the City Council,

or until said member resigns from the Subcommittee, whichever occurs first. If a replacement has not been appointed by the City Council upon the expiration of a member's term, that member shall not continue his membership until replaced.

C. When vacancies occur on the Subcommittee, the City Council shall appoint, by majority vote, a replacement to serve the remainder of that term.

D. Each Subcommittee Member shall serve at the pleasure of the City Council and may be removed at the discretion of said Council.

F. Each Subcommittee Member shall serve without compensation, but may be reimbursed for actual expenses approved in advance by the City Council.

G. The Subcommittee shall keep and maintain minutes of any and all proceedings held and shall submit a written or make an oral report of such proceedings to the City Council not more than three (3) weeks following each such meeting.

SECTION 3: Officers.

The Subcommittee shall have a Chair and Vice-Chair whose terms shall be one (1) year. The Chair and Vice-Chair shall be elected by the members of the Subcommittee.

The Chairperson shall preside over meetings.

The Vice-Chair shall assist the Chair in directing the affairs of the Subcommittee. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.

SECTION 4: Duties and Responsibilities.

The Subcommittee shall have the following duties and responsibilities:

- a. Advise and make recommendations to the City Council on matters relating to the City's relationship with WISD and on ways to maintain and develop partnerships with WISD.
- b. Attend meetings with the WISD Subcommittee and other designated WISD representatives.
- c. Any other duties requested in writing to be performed by the City Council that are consistent with the purposes of forming the Subcommittee.

SECTION 5: Power to Obligate and Finance.

The Subcommittee shall have no power to obligate Wylie in any manner whatsoever. The Subcommittee's finances shall be handled in the same manner as any division of the City Government.

SECTION 6: The City Manager shall act as facilitator to the City Council Subcommittee for WISD Relations.

SECTION 7: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

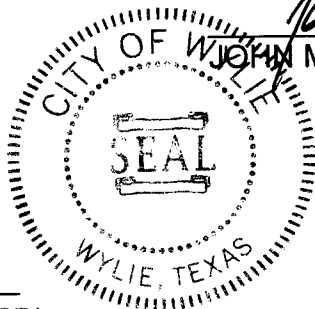
SECTION 8: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9: Effective Date. This Ordinance shall become effective immediately upon its passage and execution.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 25th day of October, 2005.

ATTEST:


CAROLE EHRLICH, City Secretary




JOHN MONDY, Mayor

Date to be published in *The Wylie News* – November 2, 2005



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Discuss the potential development of 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.

Recommendation

Discussion

Discussion

Property owners and developers are seeking input from the City Council for a potential development on approximately 24 acres on the west side of Country Club Road just north of Fire Station No. 2.

The current proposal includes a mix of commercial uses along Country Club Road on four acres of land, single-family detached homes on 15 acres along the northern side of the property, and townhome units on 3.8 acres of land along the south side of the property. The remaining acreage is for open space, amenities, and a detention pond.

The proposal makes no requests for variances from the residential or commercial design standards.

The property is located within the Local Commercial and Low Density Residential sectors of the Future Land Use Plan. South of the property is Fire Station No. 2 and the Collin Community College, to the north is the Presidential Estates single-family subdivision, the property to the east is Agricultural, and the property to the west contains the Wylie Bus Barn and retail with self-storage uses.

The applicant has provided the attached presentation.

The P&Z Commission was generally positive toward the project with discussion regarding open space, the timing of the commercial development, townhome design details, and trail connections.



COLLEGE PARK

DEVELOPMENT PROPOSAL

SCOTT RESIDENTIAL, LLC

Land Area:

TOTAL LAND: 25.0 AC.



605 Country Club Rd.
Wylie, Tx 75098

SINGLE FAMILY HOMES AREA: 15.0 AC.

TOWNHOMES AREA: 3.8 AC.

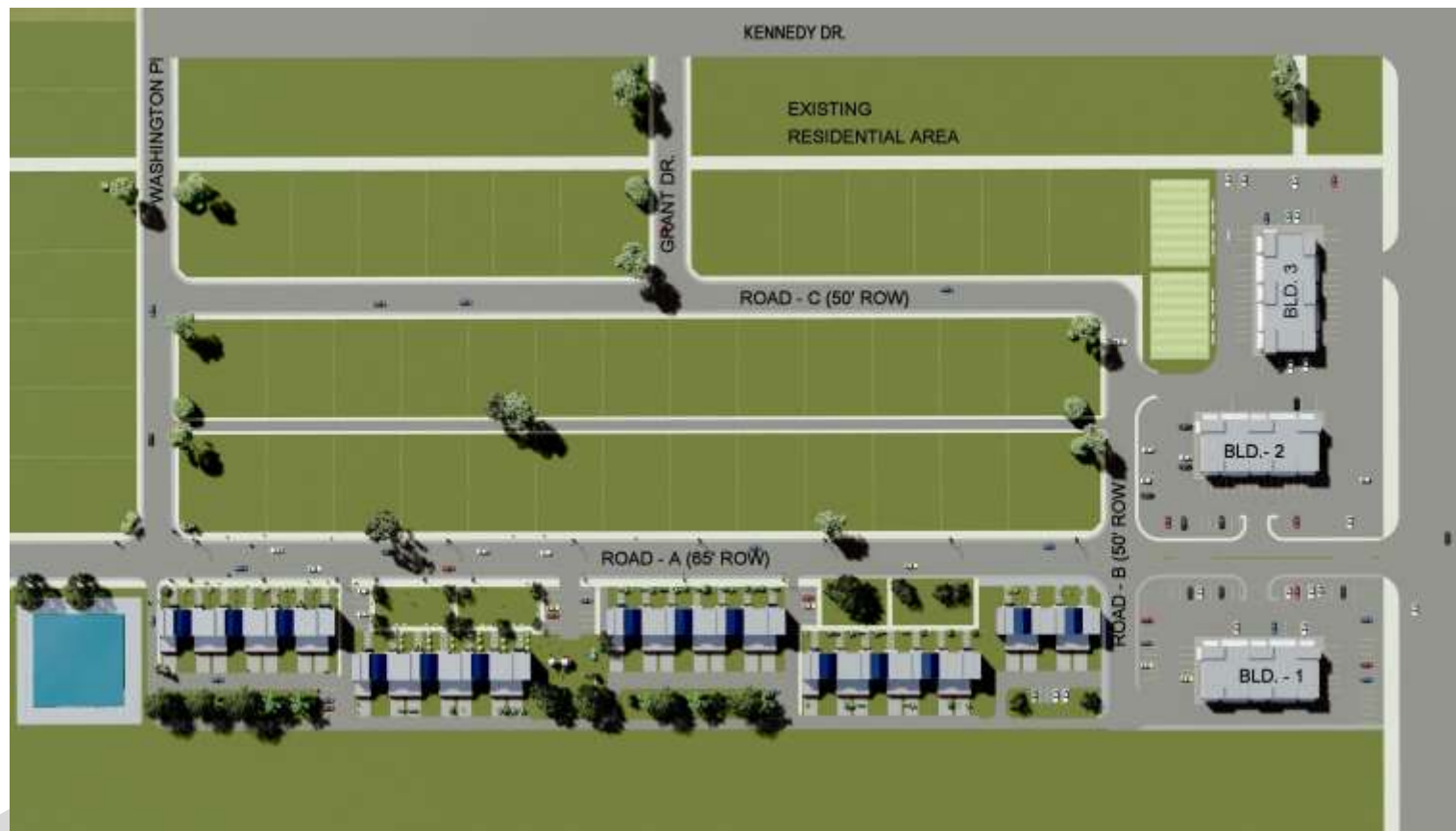
COMMERCIAL LAND AREA: 4.0 AC.

PLAY AREA: 0.8 AC.

OPEN SPACE AREA: 0.8 AC.

DETENTION POND AREA: 0.6 AC.

Site Plan:



Birds Eye View:





Zone SF-10/24:

Figure 3-4 - Single Family 10 District (SF-10/24)	
Lot Size	
Lot Area (sq. ft.)	10,000
Lot Width (feet)	75
Lot width of corner Lots (feet)	90
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	120
Dwelling Regulations	
Minimum Square Footage	2,400
Design Standards Level of Achievement	See Section 3.4 Residential Design Standards
Yard Requirements – Main Structures	
Front Yard (feet)	25
Side Yard (feet)	10
Side Yard of Corner Lots (feet)	25
Side Yard of allowable nonresidential use (feet)	30
Rear Yard (feet)	25
Rear Yard Double Front Lots (feet)	45
Lot Coverage	45%
Height of Structures	
Main Structure (feet)	40
Accessory Structure (feet)	14

4. Additional Provisions:

- Refer to additional requirements in Article 7, General Development Regulations.
- Non-Enclosed attached patio covers, although an addition to and part of the main structure, shall be exempt from the rear yard setback requirements above. Patio covers shall be allowed to extend into the rear setback no closer than 10 feet from the rear property line provided maximum lot coverage is not exceeded.

SECTION 3.3 HIGH-DENSITY RESIDENTIAL DISTRICTS

High-density residential uses provide smaller-sized housing for entry-and exit-sized families as well as support business.

A. Townhouse District (TH)

- Purpose:** The TH district is a single family residential district allowing between 2 and 7 attached houses on individual lots and requiring a minimum lot size of 3,000 square feet. The Townhouse District is intended to provide flexibility for development of properties that are providing open space, preserving natural areas of value, or avoiding areas with environmental hazards.
- Permitted Uses:** See Use Chart in Article 5, Section 5.1.
- Development Standards:** Following are the yard, lot and space requirements for the Townhouse District, including density, height, lot and unit size.



Zone TH:

Figure 3-5 - Townhouse District (TH)	
Lot Size	
Lot Area (sq. ft.)	5,500 - exterior w/side yards 3,000 - interior w/no side yards
Lot Width (feet)	30
Lot width of corner Lots (feet)	45
Lot Depth (feet)	100
Lot Depth of Double Front Lots (Feet)	120
Dwelling Regulations	
Minimum Square Footage	1,000 - Duplex (2 dwellings) 1,200 - others (3+ dwellings)
Design Standards Level of Achievement	See Section 3.4 Residential Design Standards
Yard Requirements – Main Structures	
Front Yard (feet)	20
Side Yard (feet)	0 for interior 0 or 5 for exterior
Side Yard of Corner Lots (feet)	15
Side Yard of allowable nonresidential use (feet)	NA
Rear Yard (feet)	25
Rear Yard Double Front Lots (feet)	45
Lot Coverage	60%
Height of Structures	
Main Structure (feet)	40
Accessory Structure (feet)	14

4. Additional Provisions:

- Refer to additional requirements in Article 7, General Development Regulations.
- Non-Enclosed attached patio covers, although an addition to and part of the main structure, shall be exempt from the rear yard setback requirements above. Patio covers shall be allowed to extend into the rear setback no closer than 10 feet from the rear property line provided maximum lot coverage is not exceeded.

B. Multifamily District (MF)

- Purpose:** The MF district allows for high density residential development immediately adjacent to shopping and activity centers. The Multifamily District provides for the development of smaller, attached dwelling units on the same lot. Dwellings may be placed in one or more buildings and multiple buildings may be developed on the same lot.
- Permitted Uses:** See Use Chart in Article 5, Section 5.1.
- Development Standards:** Following are the yard, lot and space requirements for the Multifamily District, including density, height, lot and unit size.

Building Elevations:



Building Elevations:



FRONT & BACK ACCESS:



Building Front:





Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: City Manager

Account Code: _____

Subject

Discuss 4th of July Fireworks Show.

Recommendation

Direction.

Discussion