

Wylie City Council Regular Meeting

September 26, 2023 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Manufacturing Day.

PR2. Hispanic Heritage Month.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the September 12, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, an agreement authorizing the appointment of Steve Feil as Associate Municipal Court Judge for the City of Wylie effective October 1, 2023, setting terms and stipend of service.
- C. Consider, and act upon, Resolution No. 2023-19(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the Town of Fairview for the performance of governmental functions and service specifically, emergency dispatch services associated with fire, rescue, and emergency medical services first responder general fire services.
- D. Consider, and act upon, Resolution No. 2023-20(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the City of Lucas for the performance of governmental functions and service specifically, emergency dispatch services associated with fire, rescue, and emergency medical services first responder general fire services.
- E. Consider, and act upon, Ordinance No. 2023-44 of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A – Comprehensive Fee Schedule, Article IV (Engineering Fees), amending Section D (Engineering Inspections Fees) regarding the updating of fees in response to the implementation of House Bill 3492; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

- F. Consider, and act upon, Resolution No. 2023-21(R) authorizing the City Manager of the City of Wylie to execute the Interlocal Agreement between Collin County, Texas, and the City of Wylie, Texas concerning the construction of E. FM 544 (Stone Road) from Alfred Drive to County Line Road Bond Project #RI07092.
- G. Consider, and act upon, approval of the Jingle Bell Jog 5K and Fun Run/Walk hosted by the non-profit group, Wally W. Watkins PTA, on December 2, 2023, in Founders Park.
- H. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2023.
- I. Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2023.
- J. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2023.
- K. Consider, and act upon, Resolution No. 2023-22(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A - Authorized Investments for Governmental Entities.
- L. Consider, and act upon, approving the Debt Management Policy.
- M. Consider, and act upon, approving the revised Financial Management Policies.
- N. Consider, and act upon, the approval of W2023-120-I for Electrical Installation and Masonry Columns for East Meadow Splash Pad to SDB Contracting Services INC. in the amount of \$132,012.59, through a cooperative purchasing contract with BuyBoard (#581-19) and authorizing the City Manager to execute any and all necessary documents.
- O. Consider, and act upon, the approval of W2023-119-I Electrical Installation and Fabric Shade Structure for Community Park Splash Pad to SDB Contracting Services INC. in the amount of \$143,686.55, through a cooperative purchasing contract with BuyBoard (#581-19) and authorizing the City Manager to execute any and all necessary documents.
- P. Consider, and act upon, the approval of a request to renovate an existing commercial structure, located at 105 W. Jefferson within the Downtown Historic District.
- Q. Consider, and act upon, a Final Plat of Moncada Addition, Lot 1, Block A establishing one lot on 0.59 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 1202 Troy Road.
- R. Consider, and act upon, Ordinance No. 2023-45 for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N State Highway 78 (ZC 2023-13).
- S. Consider, and act upon, a Final Plat of Wylie Retail Office Park, Lot 2R, Block A, being a Replat of Lots 2 and 3, Block A of Wylie Retail Office Park, establishing one commercial lot on 2.595 acres, generally located at 2045 N State Highway 78.
- T. Consider, and act upon, Ordinance No. 2023-46 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).
- U. Consider, and act upon, a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Farmersville, and authorizing the City Manager to execute any necessary documents.

REGULAR AGENDA

1. Consider, and act upon, Ordinance No. 2023-47 of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation), Article VIII (Planting, Maintaining Trees, Shrubs on Public Property), Section 78-256(b)(3)a. (Adjacent Landowner Responsibility); increasing the required clearance height of trees and shrubs that extend over the curb line; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.
2. Consider, and act upon, Ordinance No. 2023-48 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of a 0.697-acre tract of land located in the Hunters Glen Addition, Lot 1, Blk 1, located at 101 Hunters Glen Drive.
3. Consider, and act upon, the award of bid #W2023-106-B for McMillen Road from McCreary Road to Country Club Road to McMahon Contracting L.P. in the estimated amount of \$21,265,684.73 and authorizing the City Manager to execute any necessary documents.
4. Consider, and act upon, the approval of #W2023-86-I Senior Recreation Center Renovation to LMC Corporation in the amount of \$736,877.17 through a cooperative purchasing contract with BuyBoard (#660-21) and authorizing the City Manager to execute any and all necessary documents.
5. Consider, and act upon, Resolution No. 2023-23(R) casting a nomination for a candidate for the Board of Directors of the Dallas Central Appraisal District.
6. Consider, and act upon, Resolution No. 2023-24(R) casting a nomination for a candidate for the Board of Directors of the Rockwall Central Appraisal District.

EXECUTIVE SESSION

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

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

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

ES2. Discuss property located at Hwy. 78 and Spring Creek.

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: 2013-9a, 2021-2d, 2021-5a, 2021-6c, 2021-9b, 2021-11b, 2022-1b, 2022-1c, 2022-7b, 2022-9a, 2022-10c, 2023-1a, 2023-1c, 2023-2b, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-8a, 2023-8b, 2023-8c, 2023-9a, 2023-9b, and 2023-9c.

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 September 22, 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 September 12, 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

September 12, 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 6:03 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Sid Hoover, and Councilman Gino Mulliqi. Councilman Scott Williams was absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Police Chief Anthony Henderson; Fire Marshal Cory Claborn; Finance Director Melissa Brown; Public Information Officer Craig Kelly; Community Services Director Jasen Haskins; City Secretary Stephanie Storm; City Engineer Tim Porter; Public Works Director Tommy Weir; Purchasing Manager Glenna Hayes; Senior Buyer Chris Rodriguez; Parks and Recreation Director Carmen Powlen; Library Director Ofilia Barrera; Project Engineer Jenneen Elkhaid; Wylie Economic Development Corporation Executive Director Jason Greiner; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation, and Councilman David R. Duke led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Constitution Week.

Mayor Porter presented a proclamation proclaiming September 17-23, 2023 as Constitution Week in Wylie, Texas. Ms. Ferguson, representing the Daughters of the American Revolution, Blackland Prairie Chapter, was present to receive the proclamation.

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 persons present wishing to address the City 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 August 22, 2023 Regular City Council Meeting minutes.**
- B. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Bufflehead Addition, establishing one light industrial lot on 8.96 acres. Property generally located at 1011 E. Brown Street.**

- C. Consider, and act upon, a Final Plat for Lots 1-2, Block A of Upwind Capital Addition establishing two lots on 4.1396 acres, generally located at 1971 N. State Highway 78.
- D. Consider, and act upon, a Final Plat for Lots 1R, 2R, 3R1, and 3R2, Block 14 of the Railroad Addition, being a Replat of Lots 1-3A, Block 14 of Railroad Addition, establishing four residential lots on 0.446 acres, property located at 510 E. Marble.
- E. Consider, and act upon, Resolution No. 2023-18(R) of the City Council of the City of Wylie, recommending to the Collin County Commissioner's Court the renaming of County Road 725 to Parker Road Loop.
- F. Consider, and act upon, Ordinance No. 2023-41 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- G. Consider, and act upon, Ordinance No. 2023-42 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- H. Consider, and act upon, the award of a professional services project order (PSPO) #W2023-80-E for the Stone Road from W.A. Allen to Bennett Road, Stone Road Improvement Project to Kimley Horn and Associates, Inc. in the amount of \$487,200.00 and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, an Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Royse City, and a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the cities of Josephine and Lavon, and authorizing the City Manager to execute any necessary documents.

Council Action

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

REGULAR AGENDA

- 1. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).**

Staff Comments

Community Services Director Haskins addressed the Council stating this is a request for a Special Use Permit (SUP) on approximately two acres on Westgate Way just north of the Caliber Collision and south of the railway. The applicant is asking for a SUP for a use that is similar to Caliber Collision for major automotive repair. A board-on-board fence will be added around the entire property which would normally not be required based on the Zoning Ordinance as it is not visible from the street, but they want to be good neighbors. Notifications were mailed to 31 property owners and staff did not receive any responses in favor or against. If the zoning is approved the site plan and plat would come through for review and consideration. The Planning and Zoning Commission did vote 7-0 to recommend approval on this item.

Council Comments

Councilman Duke asked if any chemicals would be disposed of on-site that would make this an EPA future site. Haskins replied as long as the laws and regulations are followed this site will not be a future EPA site.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 6:16 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:16 p.m.

Council Action

A motion was made by Councilman Duke, seconded by Councilman Williams, to approve Item 1 as presented. A vote was taken and the motion passed 5-1 with Councilman Mulliqi voting against and Councilman Williams absent.

- 2. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N. State Highway 78 (ZC 2023-13).**

Staff Comments

Community Services Director Haskins addressed the Council stating this request is for a drive-through restaurant use for a proposed Dutch Brothers coffee shop. The property is just under an acre and is located on N. State Highway 78 with pOpshelf to the west, the hotel to the east, and the Public Safety Building to the north across Highway 78. The land is currently zoned agricultural and they are requesting a Special Use Permit (SUP) for the drive-thru, as required by the Zoning Ordinance. In addition, they are asking that the zoning, if approved, would also be a site plan approval so they would not have to go back through the process. Staff has reviewed this plan, and agree that it complies with the Zoning Ordinance. Notifications were mailed to 10 property owners and no responses were received in favor or against. The Planning and Zoning Commission did vote 7-0 to recommend approval of this item.

Council Comments

Mayor *pro tem* Forrester asked if they will be using the same type of materials as the one on FM 544 on the exterior. Haskins replied yes, they would be using the same type of materials. Forrester expressed parking concerns and asked if the proposed parking could handle the walk-up business. Haskins replied according to the Zoning Ordinance they have more parking than what is required. Robert Van, representing Dutch Brothers, replied stating most employees are part-time and are dropped off or use bicycles, but if there are concerns they could potentially make adjustments. Mayor Porter asked if the exterior material type is written in an agreement for this project. Haskins replied it is shown on the elevations but cannot be written into the Ordinance unless they are open to a development agreement. Porter asked the developer if the intent was to use the same exterior facade. Van replied the stone may have changed but it will be very similar to the current building on FM 544. Councilman Mulliqi asked if there would be any fences or bushes between the proposed property and the hotel. Van replied there would be fencing.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 6:23 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:24 p.m.

Council Action

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

- 3. Consider, and act upon, Ordinance No. 2023-43, designating the public access easement within the FM 544 Gateway Addition as John Yeager Way.**

Staff Comments

Community Services Director Haskins addressed the Council stating the Wylie EDC Board recommended that the public access easement that runs through the 544 Gateway development be named after Mr. Yeager. Mr. Yeager is more than deserving of this honor.

Council Comments

Mayor Porter stated Mr. Yeager served the City for 31 years on the EDC board from its inception, being the longest-serving board member of our EDC and on any EDC board within the state of Texas. He has dedicated a lot of his time and energy to early morning meetings and has also served on multiple other boards within the community. He has also owned and maintained the oldest continuously operated business in the City and has resided in the City for over 50 years. He has done a lot for this City and we appreciate him. He is very deserving of the recognition.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mulliqi, to approve Item 3 as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

Mr. Yeager thanked the Council and EDC for this honor saying he was very humbled as Wylie is a special place for him. He has lived, had a business, and raised a family here for over 50 years, and his daughters and grandchildren have gone through the Wylie school system.

4. **Consider, and act upon, the award of Bid #W2023-99-B for E. FM 544 from North Alfred to Vinson/County Line Road to Tiseo Paving Company in the estimated amount of \$14,459,964.54, and authorizing the City Manager to execute any and all necessary documents.**

Staff Comments

Purchasing Manager Hayes addressed the Council stating this is for the East FM 544 project where the City put out a competitive sealed bid process and received eight bids. In going through the bids, Tiseo Paving was the apparent low bidder and they have been reviewed and the numbers have been verified by the City's engineering firm of record. The award itself was \$13,771,394.80 and includes five percent of a pre-award of that 25 percent change order law to keep the project moving.

Council Action

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve Item 4 as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

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 of Ordinance Nos. 2023-41, 2023-42, and 2023-43 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Mulliqi, to adjourn the meeting at 6:34 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: Municipal Court
Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Steve Feil as Associate Municipal Court Judge for the City of Wylie effective October 1, 2023, setting terms and stipend of service.

Recommendation

Motion to approve the Item as presented.

Discussion

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

The appointment of the Associate Municipal Court Judge is for a two-year term effective October 1, 2023 through September 30, 2025, and may be renewed for another two (2) year term. Compensation for services provided by the Associate Municipal Court Judge is a set monthly rate of \$3,000.00. This does reflect a change from an hourly rate to a set monthly rate, and is budget neutral. Judge Feil works approximately 15 hours a month (\$75.00 an hour). He currently performs magistrates for the jail once a month, fills in as backup for dockets, signs warrants, and other judicial services as needed. Beginning October 1, 2023, Judge Feil will be placed on a weekly rotation for jail services due to the increase in magistrate duties. We are also adding a docket once a month that Judge Feil will preside over. This additional docket will include an open docket day to better serve our customers. These changes will increase his hourly average to 40 hours a month (\$75 an hour). Judge Feil has served the City of Wylie for two years as the Associate Municipal Court Judge.

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

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – ASSOCIATE JUDGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Steve Feil

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to Wylie, to: City of Wylie
Attn: City Manager, Brent Parker
300 Country Club Rd

Municipal Court Judicial Services Agreement – Associate Judge

Page 5 of 7

Wylie, Texas
Email: brent.parker@wylietexas.gov

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: [REDACTED]

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

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Fire
Prepared By: Fire – Brandon Blythe

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-19(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the Town of Fairview for the performance of governmental functions and service specifically, emergency dispatch services associated with fire, rescue, and emergency medical services first responder general fire services.

Recommendation

Motion to approve the Item as presented.

Discussion

The Town of Fairview shall provide and stay current on all necessary street, apparatus, and response information necessary for dispatching information unique to the Town of Fairview operations. Upon initial execution of the agreement, the Town of Fairview will provide \$92,110.52 within 30 days of the contract invoice date during the primary term and each renewal term. This amount shall compensate Wylie for dispatch services provided during the first year of the primary term. For all subsequent years of the primary term and any renewals, the cost shall increase by the actual increased cost to Wylie for an entry-level dispatcher in Wylie with an additional ten percent of the overall cost for administrative costs. There are additional expectations of each city specifically noted in the ILA. A ninety-day notice of termination is required unless mutually agreed upon by both entities.

RESOLUTION NO. 2023-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND THE TOWN OF FAIRVIEW FOR THE PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES; SPECIFICALLY, EMERGENCY DISPATCH SERVICES ASSOCIATED WITH FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES FIRST RESPONDER GENERAL FIRE SERVICES.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, an Interlocal Agreement by and between the Town of Fairview and the City of Wylie, Texas for the performance of governmental functions and services, specifically, emergency dispatch services associated with fire rescue, and emergency medical services first responder general fire services.

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 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

INTERLOCAL AGREEMENT FOR COMMUNICATIONS CENTER AND DISPATCH SERVICES

This Interlocal Agreement for Communications Center and Dispatch Services ("Agreement") is entered into by and between the City of Wylie, Texas, a home-rule municipality ("Wylie") and the Town of Fairview, Texas, a home-rule municipality ("Fairview"). Wylie and Fairview are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Wylie has established a comprehensive regional public safety and public service communications and dispatch center ("Communications Center"); and

WHEREAS, Wylie's Communications Center is equipped with radio, telephone and data equipment and is designated as a 911 emergency communications Public Safety Answering Point ("PSAP"); and

WHEREAS, Wylie currently has equipment and operator capacity above and beyond the immediate needs of Wylie and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Wylie has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Fairview has requested that Wylie provide communications and dispatch services to Fairview, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, Wylie and Fairview deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Wylie and Fairview hereby agree as follows:

1. **Performance of Services.**

- a. Wylie shall provide to Fairview, on a non-exclusive basis, communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and other general civil emergencies (collectively, "Services"). In order to facilitate the Services, Fairview shall provide to Wylie's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Fairview's operations.
- b. Without waiving any governmental immunity to which it is entitled, Wylie agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Wylie employees and agents in connection with the performance of the Services.
- c. Without waiving any governmental immunity to which it is entitled, Fairview agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Fairview employees and agents. It is also the responsibility of Fairview to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations.
- d. On an ongoing basis, Wylie and Fairview agree to provide complete and adequate training to personnel selected by Fairview and/or Wylie in the use of the Communications Center.
- e. It is specifically agreed and understood by the parties hereto that this Agreement is permissive only and no property rights are granted hereunder.
- f. In the event Fairview or Wylie should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate thirty (30) days in advance of the effective date of the termination.
- g. Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be reduced to writing and forwarded to the persons designated below. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1(f) above.
- h. The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Fairview. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine priorities in the dispatching and use of equipment and personnel. In the event that Wylie determines that it cannot provide continuous and uninterrupted Services to Fairview during the Primary Term of this Agreement (and any Renewal Term), Wylie shall use its best efforts to promptly notify Fairview of the interruption in provision of the Services and the estimated time until Services will be resumed.

2. **Term.**

The term of this Agreement shall commence on October 1, 2023 and shall terminate one (1) year thereafter ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for ten (10) successive one (1) year periods ("Renewal Terms"), unless terminated earlier by either party in accordance with this Agreement.

3. **Termination.**

This Agreement may be terminated on the occurrence of either of the following:

- a. Either party may terminate the Agreement by providing the other party written notice of termination at least ninety (90) days prior to the anticipated date of termination; or
- b. Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice.
- c. For cause, according to Section 1(f), herein.

In the event of a termination (except for cause under 1(f) and 3(c), herein), Wylie shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Fairview shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Wylie, this Agreement may be terminated or renegotiated in the event Fairview annexes additional territory into its corporate limits and/or increases the area that Fairview serves. Immediately upon the completion of any annexation proceedings, Fairview shall notify Wylie of the annexation, in writing, and provide Wylie with a legal description of the annexed area.

4. **Compensation.**

Fairview, out of current revenues available to it, shall pay to Wylie the amount of ninety-two thousand one hundred ten and 52/100 dollars (\$92,110.52) as compensation for Wylie's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section. Such amount is based upon the costs incurred by Wylie in order to fulfill Wylie's obligations under this Agreement ("Compensation Amount"). Fairview shall pay the Compensation Amount to Wylie net 30 days of date on the invoice during the Primary Term and each Renewal Term of this Agreement.

For any Renewal Term, the Compensation Amount shall be adjusted to an amount equal to the sum of Wylie's annual costs to cover: (i) the base pay rate for an entry-level dispatcher increased by any costs of living and/or average merit pay increases that are budgeted for the upcoming fiscal year; (ii) such dispatcher's expected overtime pay; and (iii) employee benefits normally provided to such a dispatcher position by Wylie that are separate and apart from pay rate and overtime pay. During each Renewal Term, Fairview shall pay to Wylie an annual fee, in addition to the Compensation Amount, for administrative services in the amount of ten percent (10%) of the Compensation Amount.

The formula for determining the Compensation Amount shall be reviewed by Wylie and Fairview during each Renewal Term of this Agreement for possible adjustments, but Wylie shall have the final determination as to the Compensation Amount for each successive term of this Agreement.

So that Wylie and all entities or agencies participating in the Communications Center may have projected cost estimates in advance of the normal municipal budgeting cycle, Wylie shall evaluate and determine the estimated cost for participation for the next fiscal year with this estimate to include the annual service fees and rate increases, based on this annual review, to be determined by Wylie prior to April 1st of each year and shall be effective for Services received after October 1st, the beginning of a new fiscal year for Wylie of each year. Wylie shall notify Fairview of any rate increases for Services performed or in the annual service fee by certified mail, mailed to the person designated in this Agreement to receive such notices, on or before April 1st of each year. To the extent that the total amount of any such increases communicated by Wylie, including both the Compensation Amount and the ten percent (10%) fee for administrative services, would be in excess of fifteen percent (15%) of the full amount of Fairview's payment due for the then-current term, Fairview may, at its discretion, elect to terminate this Agreement by providing Wylie written notice of termination at least ninety (90) days before the start of the successive Renewal Term. In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the parties shall have no further obligations under this Agreement.

The Compensation Amount due for any term of this Agreement shall be prorated in the event a party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Notwithstanding anything to the contrary in this Agreement and in addition to the Compensation Amount and any other fees required under this Agreement, Fairview shall pay all expenses for operation and maintenance of any equipment of facilities installed and operated at the Communications Center for the use of Fairview. Radio equipment transmitting on frequencies used by Fairview or its service area is an example of the types of equipment or facilities that fall into this category for determination of costs.

5. Miscellaneous Provisions.

a. Consideration.

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.

b. Indemnity.

To the extent permitted by law and without waiving any governmental immunity to which Fairview is entitled, Fairview shall defend, release, indemnify and hold harmless Wylie, its officers, agents, servants, representatives and/or employees of and from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and costs and expenses of appeals therefrom, arising out of Fairview's performance of this agreement, including, but not limited to, the intentional or negligent acts and/or omissions of Fairview, its officers, agents, servants, representatives and/or

employees, and regardless of the joint or concurrent negligence of Wylie, its officers, agents, servants, representatives and/or employees, this paragraph shall survive termination of this agreement.

c. Notice.

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

If to Fairview, to: Fairview Fire Department
Attn: Jeff Bell, Fire Chief
372 Town Place
Fairview, Texas 75069

If to Wylie, to: City of Wylie
Attn: Brandon Blythe, Fire Chief
2000 N. Hwy. 78
Wylie, Texas 75098

d. Entire Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

e. Venue and Governing Law.

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

f. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

g. 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 hereof.

h. Severability.

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

i. Amendments.

Wylie and Fairview may amend this Agreement only by an instrument in writing signed by both parties.

j. Multiple Counterparts.

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

k. Assignment.

This Agreement is not assignable.

l. Immunity.

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

m. Representations.

Each signatory represents that this Agreement has been read by the party for which this Agreement is executed, and that each party has had an opportunity to confer with counsel, on the matters contained herein.

n. Drafting Provisions.

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

o. Independent Contractor.

Except as otherwise expressly provided herein, Fairview and Wylie agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

p. 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.

q. Records.

By entering into this Agreement, neither party is provided with any contractual right of access to any records or information created, received, or maintained by the other party unless expressly stated herein. Each party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act, and any third-party seeking information generated or maintained by a party to this Agreement should submit requests for such information directly to that party.


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

TOWN OF FAIRVIEW, TEXAS


Julie Couch, Town Manager

Date: 9/5/2023

ATTEST:


Joshua Stevenson, Town Secretary

APPROVED AS TO FORM:


Clark McCoy
Town Attorney

CITY OF WYLIE, TEXAS

Brent Parker, City Manager

Date: _____

ATTEST:

Stephanie Storm, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys



Wylie City Council

AGENDA REPORT

Department: Fire

Prepared By: Fire – Brandon Blythe

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-20(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the City of Lucas for the performance of governmental functions and service specifically, emergency dispatch services associated with fire, rescue, and emergency medical services first responder general fire services.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Lucas shall provide and stay current on all necessary street, apparatus, and response information necessary for dispatching information unique to the City of Lucas operations. Upon initial execution of the agreement, the City of Lucas will provide \$92,110.52 within 30 days of the contract invoice date during the primary term and each renewal term. This amount shall compensate Wylie for dispatch services provided during the first year of the primary term. For all subsequent years of the primary term and any renewals, the cost shall increase by the actual increased cost to Wylie for an entry-level dispatcher in Wylie with an additional ten percent of the overall cost for administrative costs. There are additional expectations of each city specifically noted in the ILA. A ninety-day notice of termination is required unless mutually agreed upon by both entities.

RESOLUTION NO. 2023-20(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 AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND THE CITY OF LUCAS FOR THE PERFORMANCE OF GOVERNMENTAL FUNCTIONS AND SERVICES; SPECIFICALLY, EMERGENCY DISPATCH SERVICES ASSOCIATED WITH FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES FIRST RESPONDER GENERAL FIRE SERVICES.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, an Interlocal Agreement by and between the City of Lucas and the City of Wylie, Texas for the performance of governmental functions and services, specifically, emergency dispatch services associated with fire rescue, and emergency medical services first responder general fire services.

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 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

INTERLOCAL AGREEMENT FOR COMMUNICATIONS CENTER AND DISPATCH SERVICES

This Interlocal Agreement for Communications Center and Dispatch Services ("Agreement") is entered into by and between the City of Wylie, Texas, a home-rule municipality ("Wylie") and the City of Lucas, Texas, a home-rule municipality ("Lucas"). Wylie and Lucas are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Wylie has established a comprehensive regional public safety and public service communications and dispatch center ("Communications Center"); and

WHEREAS, Wylie's Communications Center is equipped with radio, telephone and data equipment and is designated as a 911 emergency communications Public Safety Answering Point ("PSAP"); and

WHEREAS, Wylie currently has equipment and operator capacity above and beyond the immediate needs of Wylie and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Wylie has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Lucas has requested that Wylie provide communications and dispatch services to Lucas, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, Wylie and Lucas deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Wylie and Lucas hereby agree as follows:

1. Performance of Services.

- a. Wylie shall provide to Lucas, on a non-exclusive basis, communication and dispatch services through its Communications Center for the following emergencies: fire, medical, weather, hazardous materials and other general civil emergencies (collectively, "Services"). In order to facilitate the Services, Lucas shall provide to Wylie's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Lucas's operations.
- b. Without waiving any governmental immunity to which it is entitled, Wylie agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Wylie employees and agents in connection with the performance of the Services.
- c. Without waiving any governmental immunity to which it is entitled, Lucas agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Lucas employees and agents. It is also the responsibility of Lucas to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations.
- d. On an ongoing basis, Wylie and Lucas agree to provide complete and adequate training to personnel selected by Lucas and/or Wylie in the use of the Communications Center.
- e. It is specifically agreed and understood by the parties hereto that this Agreement is permissive only and no property rights are granted hereunder.
- f. In the event Lucas or Wylie should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate thirty (30) days in advance of the effective date of the termination.
- g. Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be reduced to writing and forwarded to the persons designated below. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1(f) above.
- h. The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Wylie from providing Services at a particular time. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Lucas. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine priorities in the dispatching and use of equipment and personnel. In the event that Wylie determines that it cannot provide continuous and uninterrupted Services to Lucas during the Primary Term of this Agreement (and any Renewal Term), Wylie shall use its best efforts to promptly notify Lucas of the interruption in provision of the Services and the estimated time until

Services will be resumed.

2. Term.

The term of this Agreement shall commence on October 1, 2023 and shall terminate one (1) year thereafter ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for ten (10) successive one (1) year periods ("Renewal Terms"), unless terminated earlier by either party in accordance with this Agreement.

3. Termination.

This Agreement may be terminated on the occurrence of either of the following:

- a. Either party may terminate the Agreement by providing the other party written notice of termination at least ninety (90) days prior to the anticipated date of termination; or
- b. Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice.
- c. For cause, according to Section 1(f), herein.

In the event of a termination (except for cause under 1(f) and 3(c), herein), Wylie shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Wylie be over-compensated on a pro-rata basis for all Services performed to the termination date, Lucas shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Wylie, this Agreement may be terminated or renegotiated in the event Lucas annexes additional territory into its corporate limits and/or increases the area that Lucas serves. Immediately upon the completion of any annexation proceedings, Lucas shall notify Wylie of the annexation, in writing, and provide Wylie with a legal description of the annexed area.

4. Compensation.

Lucas, out of current revenues available to it, shall pay to Wylie the amount of ninety-two thousand one hundred ten and 52/100 dollars (\$92,110.52) as compensation for Wylie's provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section. Such amount is based upon the costs incurred by Wylie in order to fulfill Wylie's obligations under this Agreement ("Compensation Amount"). Lucas shall pay the Compensation Amount to Wylie net 30 days of date on the invoice during the Primary Term and each Renewal Term of this Agreement.

For any Renewal Term, the Compensation Amount shall be adjusted to an amount equal to the sum of Wylie's annual costs to cover: (i) the base pay rate for an entry-level dispatcher increased by any costs of living and/or average merit pay increases that are budgeted for the upcoming fiscal year; (ii) such dispatcher's expected overtime pay; and (iii) employee benefits normally provided to such a dispatcher position by Wylie that are separate and apart from pay rate and overtime pay. During each Renewal Term,

Lucas shall pay to Wylie an annual fee, in addition to the Compensation Amount, for administrative services in the amount of ten percent (10%) of the Compensation Amount. The formula for determining the Compensation Amount shall be reviewed by Wylie and Lucas during each Renewal Term of this Agreement for possible adjustments, but Wylie shall have the final determination as to the Compensation Amount for each successive term of this Agreement.

So that Wylie and all entities or agencies participating in the Communications Center may have projected cost estimates in advance of the normal municipal budgeting cycle, Wylie shall evaluate and determine the estimated cost for participation for the next fiscal year with this estimate to include the annual service fees and rate increases, based on this annual review, to be determined by Wylie prior to April 1st of each year and shall be effective for Services received after October 1st, the beginning of a new fiscal year for Wylie of each year. Wylie shall notify Lucas of any rate increases for Services performed or in the annual service fee by certified mail, mailed to the person designated in this Agreement to receive such notices, on or before April 1st of each year. To the extent that the total amount of any such increases communicated by Wylie, including both the Compensation Amount and the ten percent (10%) fee for administrative services, would be in excess of fifteen percent (15%) of the full amount of Lucas's payment due for the then-current term, Lucas may, at its discretion, elect to terminate this Agreement by providing Wylie written notice of termination at least ninety (90) days before the start of the successive Renewal Term. In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the parties shall have no further obligations under this Agreement.

The Compensation Amount due for any term of this Agreement shall be prorated in the event a party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Notwithstanding anything to the contrary in this Agreement and in addition to the Compensation Amount and any other fees required under this Agreement, Lucas shall pay all expenses for operation and maintenance of any equipment of facilities installed and operated at the Communications Center for the use of Lucas. Radio equipment transmitting on frequencies used by Lucas or its service area is an example of the types of equipment or facilities that fall into this category for determination of costs.

5. **Miscellaneous Provisions.**

a. **Consideration.**

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.

b. **Indemnity.**

To the extent permitted by law and without waiving any governmental immunity to which Lucas is entitled, Lucas shall defend, release, indemnify and hold harmless Wylie, its officers, agents, servants, representatives and/or employees of and from any and all claims, suits, actions, legal proceedings, demands, damages or judgments, including all expenses, attorney fees, witness fees, costs, and costs and expenses of appeals therefrom, arising out of Lucas's performance of this

agreement, including, but not limited to, the intentional or negligent acts and/or omissions of Lucas, its officers, agents, servants, representatives and/or employees, and regardless of the joint or concurrent negligence of Wylie, its officers, agents, servants, representatives and/or employees, this paragraph shall survive termination of this agreement.

c. Notice.

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

If to Lucas, to:

City of Lucas
Attn: Joni Clarke, City Manager
665 Country Club Road
Lucas, Texas 75002

If to Wylie, to:

City of Wylie
Attn: Brandon Blythe, Fire Chief
2000 N. Hwy. 78
Wylie, Texas 75098

d. Entire Agreement.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

e. Venue and Governing Law.

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

f. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

g. 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 hereof.

h. Severability.

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

i. Amendments.

Wylie and Lucas may amend this Agreement only by an instrument in writing signed by both parties.

j. Multiple Counterparts.

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

k. Assignment.

This Agreement is not assignable.

l. Immunity.

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

m. Representations.

Each signatory represents that this Agreement has been read by the party for which this Agreement is executed, and that each party has had an opportunity to confer with counsel, on the matters contained herein.

n. Drafting Provisions.

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

o. Independent Contractor.

Except as otherwise expressly provided herein, Lucas and Wylie agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

p. No Third-Party Beneficiaries.

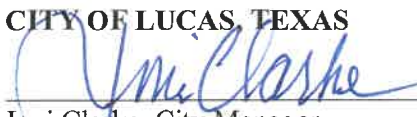
Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third- party beneficiaries by entering into this Agreement.

q. Records.

By entering into this Agreement, neither party is provided with any contractual right of access to any records or information created, received, or maintained by the other party unless expressly stated herein. Each party is independently responsible for compliance with any requests received pursuant to the Texas Public Information Act, and any third-party seeking information generated or maintained by a party to this Agreement should submit requests for such information directly to that party.

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

CITY OF LUCAS, TEXAS


Joni Clarke, City Manager

Date: 9/8/23

ATTEST:


Toshia Kimball, City Secretary

APPROVED AS TO FORM:


Joe Gorfida Jr.
City Attorney

CITY OF WYLIE, TEXAS

Brent Parker, City Manager

Date: _____

ATTEST:

Stephanie Storm, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys



Wylie City Council

AGENDA REPORT

Department: Engineering

Prepared By: Tim Porter

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-44 of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A – Comprehensive Fee Schedule, Article IV (Engineering Fees), amending Section D (Engineering Inspections Fees) regarding the updating of fees in response to the implementation of House Bill 3492; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Recommendation

Motion to approve the Item as presented.

Discussion

Texas Local Government Code, §212.906, effective September 1, 2023, prohibits a city from considering the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee assessed by the city for an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by the city related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with or required in conjunction with that construction.

Previously, the City used a percentage of construction costs to calculate inspection fees (4%). With the passing of HB 3492, the City now proposes to use a cost-per-unit item based on actual inspection costs afforded by the City for construction inspections of projects. Staff used the amount paid to our inspection staff (including fringe benefits) and divided it by an average of four (4) years of inspection quantity data. Additionally, calculations consider time on CIP projects versus development projects (30% and 70% respectively), as well as how much time is spent inspecting each of the drainage, paving, water, and sewer elements on projects (20%, 60%, 10%, and 10% respectively).

The new fee calculations are below. Contractors are required to give City staff the quantities anticipated for construction in each of the categories. Fees will be calculated using the per unit costs.

Inspection Fees for Public Improvements on Projects:

- Length of Public Storm Sewer Pipe or Culvert Installation - \$4.86 per Linear Foot (LF)
- Area of Public Pavement, Including Sidewalks - \$2.72 per Square Yard (SY)
- Length of Public Water Main Installation - \$4.40 per Linear Foot (LF)
- Length of Public Sanitary Sewer Installation - \$1.66 per Liner Foot (LF)

City Staff requests approval of this new method of calculating fees and the amendment of the ordinance. This methodology agrees with what some other local municipalities are proposing for their updates this year.

ORDINANCE NO. 2023-44

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, APPENDIX A – COMPREHENSIVE FEE SCHEDULE, ARTICLE IV (ENGINEERING FEES), AMENDING SECTION D (ENGINEERING INSPECTION FEES) REGARDING THE UPDATING OF FEES IN RESPONSE TO THE IMPLEMENTATION OF HOUSE BILL 3492; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Texas Local Government Code, §212.906, effective September 1, 2023, prohibits a city from considering the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee assessed by the city for an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by the city related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with or required in conjunction with that construction; and

WHEREAS, the City Council of the City of Wylie, Texas ("Wylie") finds it is necessary and in the public interest to adopt this Ordinance for the purpose amending Wylie's Engineering Inspection Fees to conform to the above amendment to state law.

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

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

SECTION 2: Amendment to Appendix A (Wylie Comprehensive Fee Schedule), Article IV (Engineering Fees), Section D (Engineering Inspection Fees) of the Wylie Code of Ordinances. Appendix A (Comprehensive Fee Schedule), Article IV (Engineering Fees), Section D (Engineering Inspection Fees) of the Code of Ordinances is hereby amended as follows:

“APPENDIX A

WYLIE COMPREHENSIVE FEE SCHEDULE

...

D. Engineering Inspection Fees. Each project shall be charged an engineering inspection fee. The fee shall be in accordance with the table below and shall apply to any public work utilities improvements and paving improvements which are to be dedicated to the City of Wylie, Texas, or designated as public improvements. Such items shall include, but not be limited to: street paving, sidewalk, storm drainage, water mains, sewer mains, commercial parking areas, and other items designated for conveyance to the city after completion of improvements through the process of public dedication. These fees shall be paid prior to the start of construction and the basis of fees must be supported by engineer certification of the summary of quantities for each element of the public improvement category (storm, paving, water, and sewer) from the approved construction plans.

Inspection Fees for Public Improvements on Projects:

Length of Public Storm Sewer Pipe or Culvert Installation - \$4.86 per Linear Foot (LF)

Area of Public Pavement, Including Sidewalks - \$2.72 per Square Yard (SY)

Length of Public Water Main Installation - \$4.40 per Linear Foot (LF)

Length of Public Sanitary Sewer Installation - \$1.66 per Liner Foot (LF)

...”

SECTION 3: 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 4: 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 5: Effective Date. This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: October 4, 2023 in The Wylie News



Wylie City Council

AGENDA REPORT

Department: Engineering
Prepared By: Tim Porter

Account Code: 415

Subject

Consider, and act upon, Resolution No. 2023-21(R) authorizing the City Manager of the City of Wylie to execute the Interlocal Agreement between Collin County, Texas, and the City of Wylie, Texas concerning the construction of E. FM 544 (Stone Road) from Alfred Drive to County Line Road Bond Project #RI07092.

Recommendation

Motion to approve the Item as presented.

Discussion

Construction of FM 544 from Alfred Drive to Country Club Road was approved for construction by the City Council on September 12, 2023. In 2008 Collin County approved Bond funds for the subject roadway project. This Interlocal Agreement (ILA) encumbers the funds with the County and provides details on the distribution of the remaining Bond funds for this project (#RI07092) to the City of Wylie.

Staff recommends approval of this ILA. Upon execution, the document will be sent to Collin County for execution.

RESOLUTION NO. 2023-21(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY, TEXAS, AND THE CITY OF WYLIE, TEXAS CONCERNING THE CONSTRUCTION OF E. FM 544 (STONE ROAD) FROM ALFRED DRIVE TO COUNTY LINE ROAD, BOND PROJECT #RI07092.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, the Interlocal Agreement between Collin County, Texas, and the City of Wylie, Texas concerning the construction of E. FM 544 (Stone Road) from Alfred Drive to County Line Road, Bond Project #RI07092. See Exhibit "A" - Interlocal Agreement.

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 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

EXHIBIT “A”
Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE
FOR THE CONSTRUCTION OF E FM 544 (STONE ROAD) FROM ALFRED DRIVE TO
COUNTY LINE ROAD BOND PROJECT # RI07092**

WHEREAS, the County of Collin, Texas (“County”) and the City of Wylie, Texas (“City”) desire to enter into an agreement (“Agreement”) concerning the construction of E FM 544 (Stone Road) and other improvements from Alfred Drive to County Line Road in Collin County (“Project”) in Wylie, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the 2007 Bond program allocated a total of \$5,021,250 to the City of Wylie’s project #07-092, Stone Road from Akin Lane to County Line Road; and

WHEREAS, on October 15, 2008 a (2008 FUNDING) Interlocal Agreement in the amount of \$500,000 was approved for engineering services (CO# 2008-862-1014); and

WHEREAS, on May 14, 2012, a Project reduction in the amount of \$500,000 was approved for the purpose of maintenance of mutual boundary roads, Court Order #2012-302-05-14, leaving \$4,021,250 to be encumbered for construction.

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct improvements to E FM 544 (Stone Road) from Alfred Drive to County Line Road (the “Project”). The Project shall consist of constructing a 4-lane divided concrete roadway a distance of approximately 10,000 feet. The improvements will also include construction of underground utilities and storm sewer as part of the road improvements. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids, and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public work project. The City shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

ARTICLE III.

The City shall also acquire real property in the vicinity of the improvements for use as right-of-way or easements in connection with the Project.

ARTICLE IV.

For the 2007 Bond Program, the City estimated the total actual cost of the Project to be \$10,042,500 (“Estimated Project Cost”). The County agrees to continued participation in the Project by allocating an additional \$4,021,250 (the “County Participation Amount”) to the performance of the Project. The County shall remit one hundred percent (100%) of the County Participation Amount to the City within thirty (30) days after the City receives bids for the construction of the Project and the City submits a written request for payment to the County.

As used herein, the terms “Estimated Project Cost” and “Actual Project Cost” may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County’s participation in the Project for this agreement, shall not exceed four million, twenty-one thousand, two hundred fifty dollars (\$4,021,250).

ARTICLE VI.

The City shall also provide **quarterly progress reports throughout the Project as well as before, during, and after photos** during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense 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, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

ARTICLE XV.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XVI.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

[Signature page follows.]

APPROVED AS TO FORM:**COUNTY OF COLLIN, TEXAS**

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

By: _____
 Name: Chris Hill
 Title: County Judge
 Date: _____
 Executed on this ____ day of _____,
 20__, by the County of Collin,
 pursuant to Commissioners' Court
 Order No. _____.

ATTEST:**CITY OF _____, TEXAS**

By: _____
 Name: Stephanie Storm
 Title: City Secretary
 Date: _____

By: _____
 Name: Brent Parker
 Title: City Manager
 Date: _____
 Executed on behalf of the City of
 Wylie, Texas pursuant to City Council
 Resolution No. 2023-21(R)

APPROVED AS TO FORM:

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



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
Prepared By: Janet Pieper

Account Code: _____

Subject

Consider, and act upon, approval of the December 2, 2023 Jingle Bell Jog 5K and Fun Run/Walk event at Founders Park.

Recommendation

Motion to approve the Item as presented.

Discussion

This is a repeat event hosted by the Wally W. Watkins PTA, a non-profit group. The PTA representative, Brittney Williamson, submitted a Non-Profit Park Event Application requesting to host the 5K and fun run/walk at Founders Park. They plan to sell participant registrations, food, and beverages provided by the applicant and three outside food vendors. The goal is to raise funds for their school, kick off the holiday season, and promote lifestyles for students and families. 500 people are expected to attend the event. The Wylie Youth Soccer Association is aware of the event, which will not interfere with league use.



Parks & Recreation Department
 300 Country Club Rd, Building 100
 Wylie, TX 75098
 972-516-6340 | Parks@wylietexas.gov

Non-Profit Park Event Application

Please note that this application is NOT required in order to reserve a pavilion or gazebo for typical private group parties, meetings, reunions, or family events. It is also NOT required to reserve an athletic field for practices or pick up games; instead click on the following link to make a reservation: <https://anc.apm.activecommunities.com/wylie>

Submission of this Non-Profit Park Event Application is required for special public non-profit events, 5K/fun runs, fundraisers, events with food and/or merchandise vendors, and all events wherein items will be sold. This form is reviewed by staff for approval prior to the requested event and must be submitted a minimum of twelve weeks in advance, and no sooner than 6 months prior to the event date being requested.

After City staff reviews the application, a Non-Profit Park Event Application may be considered for recommendation of approval by the Wylie Parks and Recreation Board, with the final review for approval completed by Wylie City Council if staff finds that:

- Priority use is given to City Events and private rentals;
- All fees have been paid;
- The event does not:
 - a. Conflict or compete with another approved non-City event, in consideration of event size, location, expected attendance, etc., as determined by staff;
 - b. Conflict or compete with City events and programs, as determined by staff (no car shows permitted 30 days prior to or 14 days after the City-sponsored Bluegrass on Ballard event);
 - c. Present an unreasonable danger to health or safety;
 - d. Cause loss or damage to City property;
 - e. Interfere with or place a burden on Public Safety services;
 - f. Interrupt the safe and orderly movement of pedestrians and vehicles.
- For events including food items, applicant provides documentation from the Collin County Environmental Services indicating whether or not a Food Service/Health permit is required for the event. This includes all food items: sold, free, food trucks, catering, homemade, prepackaged, etc.;
 - a. Please contact the Environmental Services Specialist at 972-548-5528 or 972-548-5585. The Collin County website is www.collincountytx.gov for further information.
 - b. If permit is required by Environmental Services, provide staff with a list of all planned food vendors and a copy of their current Collin County Food Service/Health permit, or intent to receive a Temporary/Short-Term Event Food Service/Health Permit.
- There will be adequate sanitation available in or adjacent to the event, in addition to the City facilities as deemed necessary, such as port-a-lets, wash stations, and other required health facilities.
- The event is not being conducted for unlawful or discriminatory purposes. The event is in adherence to all Parks and Recreation rules and City Ordinances.

Please call the Parks and Recreation Department at 972-516-6340, prompt 1, if you have any questions pertaining to the Park Event Application.

Applicant Information

Name of Organization *

Wally W Watkins PTA

Website**Please upload 501c3 Documents**

TaxExemptionCertificate_2021-
2022.pdf 89.71KB

Are you a non profit? *

☒ Yes ☐ No

Contact Information**Primary Contact Name ***

Brittney Williamson

Event Information**Event Name/Title ***

Jingle Bell Jog 5K & Fun Run/ Walk

Event Type *

5k/Walk

Purpose of event *

Fundraising 5K & Fun Run/ Walk

Event Location *

Founders Park

851 Hensley Lane

Proposed Event Date *

12/02/2023

Alternative Event Date *

12/16/2023

Start Time *

05:00:00 AM

Include Setup

End Time *

01:00:00 PM

Include Cleanup

Do you plan to sell items of any kind?

example: drinks, food items, t-shirts, snow cones, memberships, registrations etc.

☒ Yes ☐ No

Please specify all items you plan to sell

Day of Registration; Food and Beverages

Will there be food items provided?

☒ Yes ☐ No

Please specify the types of food items to be provided

Cookies, Hot Cocoa; Coffee; Breakfast Foods

Who is providing the food?

☐ Applicant

☐ Food Vendor

☒ Other Both Applicant & Food Vendor

Anticipated number of Participating Vendors*

3

Anticipated Event Attendance*

500

Event Target Audience*

Wylie Community

Event Details*

Wally Watkins Annual 5k & Fun Run/ Walk to kick off the holiday season and promote healthy lifestyles for our students and families.

Event Announcement and/or Flyers

JBJ 23' EVENT FLYER.pdf

1.58MB

Signature



Date*

08/18/2023

RUN FOR A GOOD CLAUS

Jingle Bell Jog

Wally Watkins 5K & Fun Run/ Walk Fundraiser

Founders Park - 851 Hensley Dr. Wylie, TX 75098

Kids Fun Run/ Walk Registration: \$1

Adult Fun Run/ Walk Registration: \$20

5K Adult Registration: \$25

Register
Online by
Nov. 13th

December 2nd

Check in begins at 7am

Fun Run/ Walk begins at 8am

5K begins at 8:30am



Enjoy hot cocoa, bounce houses and more after the race!
Come dressed as Santa or one of his helpers to be entered to win a
prize for BEST DRESSED!

Adults are anyone 13 and older / T-shirt included with adult
registration until Nov. 13th / Registered kids will receive a free cap



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

08/31/2023

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2022-2023	CURRENT MONTH ACTUAL 2022-2023	YTD ACTUAL 2022-2023	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
GENERAL FUND REVENUE SUMMARY					
TAXES	37,234,844	977,571	35,702,184	95.88%	A
FRANCHISE FEES	2,802,400	162,726	2,586,225	92.29%	
LICENSES AND PERMITS	1,442,750	213,479	1,316,340	91.24%	
INTERGOVERNMENTAL REV.	8,528,660	6,648,086	8,352,902	97.94%	
SERVICE FEES	4,338,970	421,189	3,804,941	87.69%	B
COURT FEES	339,000	22,968	288,174	85.01%	C
INTEREST INCOME	60,000	115,187	1,278,109	2130.18%	D
MISCELLANEOUS INCOME	259,156	105,241	277,660	107.14%	
OTHER FINANCING SOURCES	2,852,400	43,621	3,109,379	109.01%	E
REVENUES	57,858,180	8,710,068	56,715,914	98.03%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,711,613	NA	NA	NA	F
TOTAL REVENUES	59,569,793	8,710,068	56,715,914	95.21%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	95,279	5,600	48,028	50.41%	
CITY MANAGER	1,298,947	94,529	1,103,562	84.96%	
CITY SECRETARY	354,083	26,733	273,217	77.16%	
CITY ATTORNEY	170,000	14,494	130,911	77.01%	
FINANCE	1,363,432	64,583	1,101,710	80.80%	
FACILITIES	1,111,013	94,952	792,410	71.32%	
MUNICIPAL COURT	551,921	48,181	439,818	79.69%	
HUMAN RESOURCES	836,388	54,492	730,279	87.31%	
PURCHASING	294,695	23,004	248,061	84.18%	
INFORMATION TECHNOLOGY	2,243,162	88,837	1,900,999	84.75%	
POLICE	13,577,617	989,076	11,753,525	86.57%	
FIRE	13,511,975	994,235	11,264,710	83.37%	
EMERGENCY COMMUNICATIONS	2,424,317	113,159	1,862,108	76.81%	
ANIMAL CONTROL	736,445	55,477	574,572	78.02%	
PLANNING	363,226	26,427	303,762	83.63%	
BUILDING INSPECTION	516,490	37,794	383,480	74.25%	
CODE ENFORCEMENT	262,424	18,941	198,093	75.49%	
STREETS	5,497,478	442,291	3,376,285	61.42%	G
PARKS	2,715,470	275,038	2,058,541	75.81%	
LIBRARY	2,347,607	175,020	2,044,573	87.09%	
COMBINED SERVICES	16,623,921	6,437,481	15,331,113	92.22%	H
TOTAL EXPENDITURES	66,895,890	10,080,344	55,919,757	83.59%	
REVENUES OVER/(UNDER) EXPENDITURES	-7,326,097	-1,370,276	796,158	11.62%	
<p>A. Property Tax Collections for FY22-23 as of August 31, 2023 are 99.61%, in comparison to FY21-22 for the same time period of 99.47%. Sales tax is on a 2 month lag and nine months have been received and fiscal year to date is 10.34% higher than last year.</p> <p>B. Service Fees: Trash fees are on a one month lag and only ten months have been received. The remaining fees are from other seasonal fees.</p> <p>C. Court Fees continue to increase and are up 1% from August YTD 2023.</p> <p>D. Interest Rates have gone from 1% when the budget was prepared to 5.3% in August 2023. Interest was budgeted conservatively.</p> <p>E. Yearly transfer from Utility Fund. Also includes miscellaneous insurance recoveries and \$171,450 transfer from Hotel Occupancy Tax Fund for soccer tournament expenses.</p> <p>F. Largest Carry Forward items: \$150,000 for Department Software Solution, \$217,000 for advance vehicle replacements, \$338,840 for ambulance, \$390,000 for Stone Road Rehab.</p> <p>G. The Hensley/Woodbridge signal for \$600,000 has been partially encumbered.</p> <p>H. The \$6 million transfer for Stone Road Improvement was transferred to a capital fund and \$6,099,649 in excess fund balance was transferred to a capital fund for FM544 construction.</p>					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2022-2023	CURRENT MONTH ACTUAL 2022-2023	YTD ACTUAL 2022-2023	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	25,933,619	3,091,114	22,835,804	88.05%	I
INTEREST INCOME	24,000	92,056	756,586	3152.44%	J
MISCELLANEOUS INCOME	70,000	2,120	116,063	165.80%	
OTHER FINANCING SOURCES	1,000	0	1,000	0.00%	
REVENUES	26,028,619	3,185,290	23,709,453	91.09%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	2,276,241	NA	NA	NA	K
TOTAL REVENUES	28,304,860	NA	23,709,453	83.76%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	634,180	19,450	374,015	58.98%	
UTILITIES - WATER	4,401,342	152,058	2,521,598	57.29%	
CITY ENGINEER	1,120,418	73,913	729,083	65.07%	
UTILITIES - SEWER	1,210,378	86,532	851,679	70.36%	
UTILITY BILLING	1,287,416	101,030	1,046,064	81.25%	
COMBINED SERVICES	18,380,749	1,309,366	16,439,642	89.44%	L
TOTAL EXPENDITURES	27,034,483	1,742,350	21,962,081	81.24%	
REVENUES OVER/(UNDER) EXPENDITURES	1,270,376	1,442,940	1,747,371	2.53%	
<p>I. Most Utility Fund Revenue is on a one month lag and only ten months have been received.</p> <p>J. Interest Rates have gone from 1% when the budget was prepared to 5.3% in August 2023. Interest was budgeted conservatively.</p> <p>K. Largest Carry Forward items: Department Software Solutions \$135,730, Pump Station Backup Generators \$1.6M, Newport Harbor Tank Repairs \$130,000 and TXDOT payment \$260,172.</p> <p>L. Annual transfer to the General Fund of \$2.56 million. Other expenses are payments to NTMWD for water minimum and sewer treatment and February debt payment</p>					



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2022-2023 Investment Report August 31, 2023

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$16,157,541.76	MMA	5.3047%	Texpool	12/31/2006	NA
2	\$16,721,756.05	MMA	5.2974%	TexStar	3/15/2011	NA
	\$32,879,297.81					

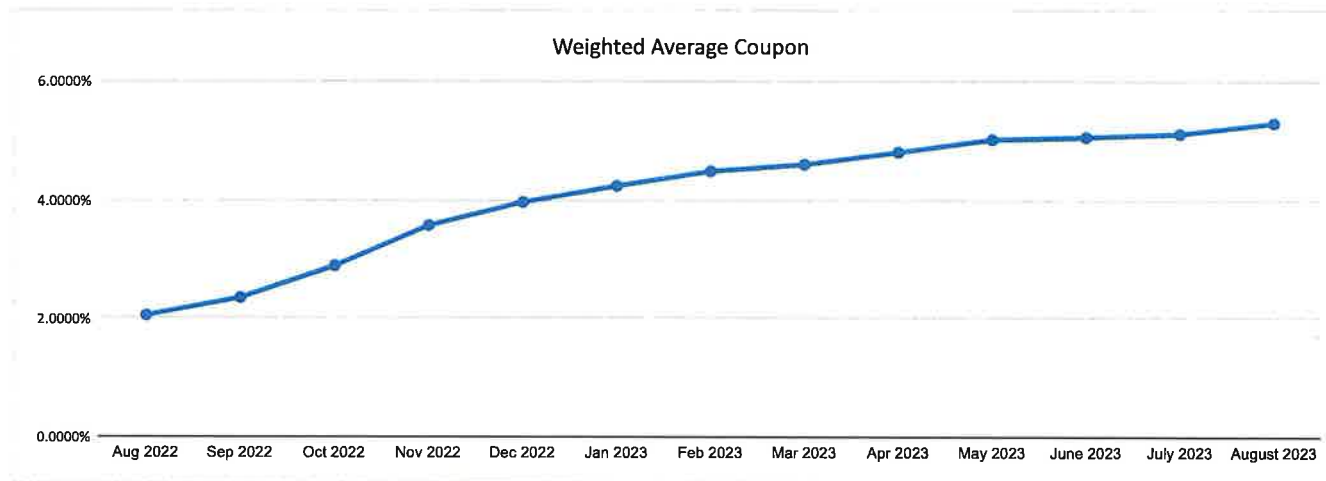
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

5.3010%
1.00

Money Markets:
Certificates of Deposits:

\$32,879,297.81
\$0.00
\$32,879,297.81



Melinda Burton 9-20-23
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on September 20, 2023.

August Rev/Exp Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
111-4000-40210	SALES TAX	4,124,241.00	4,124,241.00	448,253.70	3,403,753.41	-720,487.59	17.47 %
111-4000-43518	380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	279,047.05	279,047.05	0.00 %
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	40,970.45	341,618.09	335,618.09	5,693.63 %
111-4000-48110	RENTAL INCOME	134,220.00	134,220.00	16,300.00	107,607.68	-26,612.32	19.83 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	3,915,685.00	3,915,685.00	0.00	-24,603.10	-3,940,288.10	100.63 %
	Revenue Total:	8,180,146.00	8,180,146.00	505,524.15	4,108,423.13	-4,071,722.87	49.78%
Expense							
111-5611-51110	SALARIES	310,346.40	310,346.40	26,368.91	298,137.38	12,209.02	3.93 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	2,811.98	-2,811.98	0.00 %
111-5611-51140	LONGEVITY PAY	914.00	914.00	0.00	916.00	-2.00	-0.22 %
111-5611-51310	TMRS	48,245.30	48,245.30	3,839.19	46,754.55	1,490.75	3.09 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	51,987.17	51,987.17	4,161.29	45,838.50	6,148.67	11.83 %
111-5611-51420	LONG-TERM DISABILITY	1,768.97	1,768.97	58.50	562.48	1,206.49	68.20 %
111-5611-51440	FICA	19,298.12	19,298.12	1,503.62	17,417.45	1,880.67	9.75 %
111-5611-51450	MEDICARE	4,513.27	4,513.27	351.64	4,073.42	439.85	9.75 %
111-5611-51470	WORKERS COMP PREMIUM	854.85	1,089.21	0.00	1,088.89	0.32	0.03 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	1.60	37.58	1,042.42	96.52 %
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	1,739.10	4,114.89	885.11	17.70 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	25.05	237.95	62.05	20.68 %
111-5611-52810	FOOD SUPPLIES	3,000.00	3,000.00	256.74	2,211.22	788.78	26.29 %
111-5611-54610	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	0.00	1,975.00	5,675.00	74.18 %
111-5611-56030	INCENTIVES	3,209,183.00	1,209,183.00	0.00	584,377.51	624,805.49	51.67 %
111-5611-56040	SPECIAL SERVICES	34,770.00	34,620.00	252.50	11,914.33	22,705.67	65.59 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	276,300.00	276,300.00	195,853.22	270,449.93	5,850.07	2.12 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTURE	8,375,000.00	9,875,000.00	0.00	9,281.46	9,865,718.54	99.91 %
111-5611-56080	ADVERTISING	129,100.00	129,100.00	13,578.88	117,602.31	11,497.69	8.91 %
111-5611-56090	COMMUNITY DEVELOPMENT	54,950.00	54,950.00	166.30	49,770.42	5,179.58	9.43 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	486.55	4,695.16	3,204.84	40.57 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	24,750.00	2,250.00	8.33 %
111-5611-56210	TRAVEL & TRAINING	73,000.00	73,000.00	5,349.54	55,629.49	17,370.51	23.80 %
111-5611-56250	DUES & SUBSCRIPTIONS	57,824.00	57,824.00	771.05	50,902.77	6,921.23	11.97 %
111-5611-56310	INSURANCE	6,303.00	6,453.00	0.00	6,449.31	3.69	0.06 %
111-5611-56510	AUDIT & LEGAL SERVICES	23,000.00	23,000.00	0.00	16,305.50	6,694.50	29.11 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	587,500.00	9,002.71	304,659.84	282,840.16	48.14 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	278.37	2,140.71	259.29	10.80 %
111-5611-57410	PRINCIPAL PAYMENT	575,973.97	575,973.97	48,738.28	527,068.80	48,905.17	8.49 %
111-5611-57415	INTEREST EXPENSE	656,023.67	656,023.67	53,928.19	602,262.37	53,761.30	8.20 %
111-5611-58110	LAND-PURCHASE PRICE	2,090,000.00	2,090,000.00	0.00	345,441.57	1,744,558.43	83.47 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-345,441.57	345,441.57	0.00 %
	Expense Total:	16,143,685.72	16,143,920.08	368,961.23	3,064,437.20	13,079,482.88	81.02%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%
Report Surplus (Deficit):		-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%

Budget Report

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Group Summary

Account Typ...	Original	Current	Period	Fiscal	Variance	
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue	8,180,146.00	8,180,146.00	505,524.15	4,108,423.13	-4,071,722.87	49.78%
Expense	16,143,685.72	16,143,920.08	368,961.23	3,064,437.20	13,079,482.88	81.02%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%
Report Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01	113.11%

Budget Report

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CO	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01
Report Surplus (Deficit):	-7,963,539.72	-7,963,774.08	136,562.92	1,043,985.93	9,007,760.01

Wylie Economic Development Corporation
Statement of Net Position
As of August 31, 2023

Assets

Cash and cash equivalents	\$ 12,704,566.83	
Receivables	\$ 120,000.00	Note 1
Inventories	\$ 16,006,005.00	
Prepaid Items	\$ -	
Total Assets	\$ 28,830,571.83	

Deferred Outflows of Resources

Pensions	\$ 67,748.55	
Total deferred outflows of resources	\$ 67,748.55	

Liabilities

Accounts Payable and other current liabilities	\$ 10,059.96	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 111,069.27	Note 3
Due in more than one year	\$ 15,621,027.23	
Total Liabilities	\$ 15,743,356.46	

Deferred Inflows of Resources

Miscellaneous	\$ (100,000.00)	
Pensions	\$ (84,717.41)	
Total deferred inflows of resources	\$ (184,717.41)	

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 12,970,246.51	
Total Net Position	\$ 12,970,246.51	

*Note 1: Includes incentives in the form of forgivable loans for \$20,000 (LUV-ROS)
and \$100,000 (Glen Echo)*

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 08/31/2023

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	12,702,566.83
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	120,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,006,005.00
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	1,865,434.00
Total Assets:		30,696,005.83
		30,696,005.83
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	822.88
111-2000-20117	TMRS PAYABLE	-3.83
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	9,137.28
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	1.61
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	90.02
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	1,865,434.00
111-2000-20810	DUE TO GENERAL FUND	0.00

Balance Sheet

As Of 08/31/2023

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	100,000.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		1,976,693.96

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,675,325.94
Total Beginning Equity:		27,675,325.94
Total Revenue		4,108,423.13
Total Expense		3,064,437.20
Revenues Over/Under Expenses		1,043,985.93
Total Equity and Current Surplus (Deficit):		28,719,311.87
Total Liabilities, Equity and Current Surplus (Deficit):		30,696,005.83

Balance Sheet

As Of 08/31/2023

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
	Total Assets:	0.00
		<u>0.00</u>
Liability		
922-2000-28248	GOVCAP LOAN/SERIES 2022	7,817,937.04
	Total Liability:	7,817,937.04
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>7,817,937.04</u>
	*** FUND 922 OUT OF BALANCE ***	-7,817,937.04

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***

Wylie Economic Development Corporation

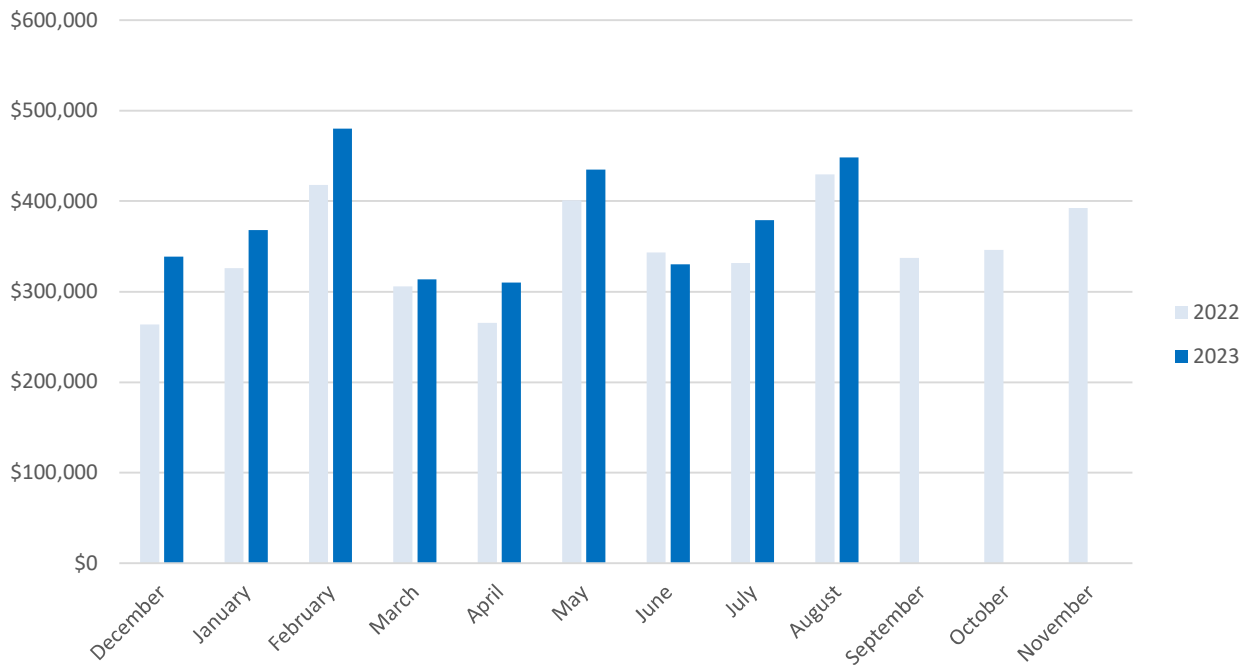
SALES TAX REPORT

August 31, 2023

BUDGETED YEAR

MONTH	FY 2020	FY 2021	FY 2022	FY 2023	DIFF 22 vs. 23	% DIFF 22 vs. 23
DECEMBER	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 75,148.88	28.51%
JANUARY	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 368,377.73	\$ 42,169.80	12.93%
FEBRUARY	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ 480,381.11	\$ 62,484.32	14.95%
MARCH	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 313,686.17	\$ 8,080.67	2.64%
APRIL	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 310,050.94	\$ 44,277.14	16.66%
MAY	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 434,878.33	\$ 33,698.14	8.40%
JUNE	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 330,236.89	\$ (13,134.37)	-3.83%
JULY	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86	\$ 379,162.00	\$ 47,729.14	14.40%
AUGUST	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16	\$ 448,253.70	\$ 18,557.55	4.32%
SEPTEMBER	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61			
OCTOBER	\$ 249,357.02	\$ 326,382.38	\$ 346,236.36			
NOVEMBER	\$ 384,953.89	\$ 411,813.32	\$ 392,790.84			
Sub-Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,403,753.41	\$ 319,011.27	11.00%
Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,403,753.41	\$ 319,011.27	11.00%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: August SlsTx Revenue is actually June SlsTx and is therefore the 9th allocation in FY23.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

August 31, 2023

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 29,377.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070,622.49	\$ 1,100,000.00	A
CARDINAL STRATEGIES	\$ 106,800.00	\$ 24,934.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,366.00	\$ 91,300.00	
AVANTI, LLC	\$ 120,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ 120,000.00	
LUV-ROS	\$ 10,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	B
FUEL CITY	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	
AMERICAN ENTITLEMENTS II	\$ 35,000.00	***	\$ 25,000.00	\$ 10,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 80,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	***	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,500.00	\$ 46,500.00	\$ 65,000.00	
GLEN ECHO BREWING	\$ 100,000.00	\$ -	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	C
MLKJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	D
WYLIE INSURANCE II	\$ 30,000.00	\$ 30,000.00			\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	
CLF II LI WYLIE (LOVETT)	\$ 1,300,000.00	\$ -	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ 1,300,000.00	
JOLT	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	
DEANAN/DANK	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 30,000.00	
FIREWATER	\$ 300,000.00	\$ 200,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 300,000.00	
	\$ 3,823,800.00	\$ 861,311.51	\$ 869,250.00	\$ 699,250.00	\$ 20,000.00	\$ -	\$ 1,588,500.00	\$ 1,358,488.49	\$ 3,808,300.00	

Deferred Out Flow \$ 1,865,434.00

A. SLSTX Reimbursement Qrtly Pmnts (Completed PA Reimbursement)

B. Performance Agreement (\$10,000) and Forgivable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2022, 2023, & 2024.

C. Performance Agreement (\$100,000) and Forgivable Land Grant (\$100,000 forgiven over 3 years). \$25,000 CO & \$25,000/year in 2024, 2025, & 2026.

D. Performance Agreement (TBD) and Forgivable Land Grant (\$200,000 forgiven over 3 years). \$50,000 CO & \$50,000/year in 2024, 2025, & 2026.



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-22(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A - Authorized Investments for Governmental Entities.

Recommendation

Motion to approve the Item as presented.

Discussion

Texas Government Code requires that the governing body of an investing entity review its Investment Policy not less than annually. The governing body should adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the Investment Policy and that the written instrument so adopted shall record any changes made to the Investment Policy. There are no changes to the policy this year.

RESOLUTION NO. 2023-22(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, APPROVING THE CURRENT INVESTMENT POLICY, PROVIDING FOR SCOPE OF THIS POLICY, PROVIDING FOR INVESTMENT OBJECTIVES, PROVIDING FOR AN INVESTMENT COMMITTEE, PROVIDING FOR DELEGATION OF AUTHORITY, PROVIDING INVESTMENT STRATEGIES BY POOLED FUND GROUPS, PROVIDING FOR STANDARD OF CARE, PROVIDING FOR OTHER INVESTMENT GUIDELINES, PROVIDING FOR INVESTMENTS AUTHORIZED BY PUBLIC FUNDS INVESTMENT ACT AND INVESTMENTS UNAUTHORIZED BY THE CITY, PROVIDING FOR PORTFOLIO DIVERSIFICATION AND MATURITY LIMITS, PROVIDING FOR SELECTION OF BROKERS/DEALERS, PROVIDING FOR SELECTION OF DEPOSITORIES, PROVIDING FOR SAFEKEEPING AND CUSTODY, PROVIDING FOR RECORD KEEPING AND REPORTING, PROVIDING FOR ETHICS AND CONFLICTS OF INTEREST, PROVIDING FOR POLICY REVISIONS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Public Funds Investment Act, as amended, requires the City of Wylie to adopt the Investment Policy by rule, order, ordinance or resolution; and

WHEREAS, the Investment Policy was originally approved December 12, 2006; and

WHEREAS, the Investment Policy complies with the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A – Authorized Investments for Governmental Entities and Subchapter B – Miscellaneous Provisions as amended, and authorizes the investment of City funds in safe and prudent investments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, THAT the City of Wylie has complied with the requirements of the Public Funds Investment Act and the Investment Policy, attached hereto, is adopted as the Investment Policy of the City effective September 26, 2023.

DULY PASSED AND ADOPTED by the City Council of the City of Wylie, Texas this 26th day of September 2023.

Matthew Porter, Mayor

ATTESTED BY:

Stephanie Storm, City Secretary

City of Wylie, Texas

INVESTMENT POLICY

CITY OF WYLIE, TEXAS
INVESTMENT POLICY
Submitted for Review September 26, 2023

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CITY OF WYLIE, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

Chapter 2256 of Title 10 of the Local Government Code (hereinafter referred to as the "Public Funds Investment Act") prescribes that each city is to adopt written rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the City's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the City's funds in demand deposits as provided under Chapter 105 of the Local Government Code.

II. SCOPE

This Policy shall apply to the investment and management of all funds of the City under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

In order to make effective use of the City's resources, all monies shall be pooled into one bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The bank account will be maintained by pooled fund group for purposes of implementing pooled fund strategies and reporting. The income derived from this pooled investment account shall be distributed by fund in accordance with the City's internal procedures.

III. OBJECTIVES

The City's principal investment objectives, in order of priority, are listed below.

Safety. The primary objective of the City's investment activity is the preservation of principal (capital) in the overall portfolio. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets, and by using state or local investment pools.

Diversification. The governing body recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented. Therefore, assets held in the common investment portfolio shall be diversified to eliminate the risk of loss resulting from one concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

Yield. The investment portfolio goal (benchmark) against which the yield is compared will be established from time to time by the Finance Director. Recommendations by the Investment Committee will be considered when the performance measure is being established. Efforts to seek higher than the above goal must be consistent with risk limitations identified in this policy and prudent investment principles. The City's investment portfolio shall be designed with the objective of attaining a rate of return which is consistent with the risk limitations and cash flow characteristics of the City's investments.

IV. INVESTMENT COMMITTEE

An investment committee consisting of the City Manager, the Director of Finance and the Assistant

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

Director of Finance will meet annually before the beginning of a new fiscal year. The Investment Committee shall be authorized to invite advisors to the meetings as needed.

The investment officer will present a brief report of investment activities to the Investment Committee. The primary objectives of the committee will be to

- (1) make recommendations regarding investment strategies
- (2) approve a list of authorized brokers, dealers, banks, savings and loans, credit unions, and pools
- (3) recommend a list of authorized training sources for the state mandated investment training and
- (4) monitor program results.

The committee shall include in its deliberations such topics as performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the city's funds, and the target rate of return on the investment portfolio.

V. DELEGATION OF AUTHORITY

Management responsibility for the investment program is delegated by the City Council to the City Manager who will designate the Finance Director as Investment Officer (hereinafter referred to as the "Director"). The Director's authority will at all times be limited by conformance with all Federal regulations, State of Texas statutes and other legal requirements including the City Charter and City Ordinances, including this Policy.

The Director shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the City.

With written approval from the City Manager, the Director may delegate any phase of the investment management program to members of the City staff. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the Director under this Policy. The Director shall obtain and maintain, at the City's expense, fidelity bonds for himself and each of his designees in amounts determined adequate by the Director (which shall not be less than five percent of the amounts subject to this Policy) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the Director. A current list of persons authorized to transact investment business and wire funds on behalf of the City shall be maintained by the Director.

At the discretion of either the City Manager or the Director and in any event upon the termination or reassignment of any member of the Director's staff authorized to conduct transactions for the City pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the Director orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the City has any existing or continuing relationship in the management of its investments.

VI. INVESTMENT STRATEGY

The City of Wylie maintains a pooled investment portfolio. The pooled portfolio utilizes specific investment strategies designed to address the unique characteristics of the pooled investment portfolio. The pooled investment portfolio includes Operating Funds, Debt Service Funds, Debt Service Reserve Funds, Capital Projects and Special Purpose Funds. Investment strategies for these different groups are detailed below.

- (1) Investment strategies for operating, debt service, capital project, and special purpose funds have

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles.

(2) The investment strategy for the debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream from securities with a low degree of volatility. Securities should be of high quality, with short to intermediate term maturities. Except as may be required by a bond ordinance, securities should be of high quality with short to intermediate-term maturities.

VII. STANDARD OF CARE

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) diversification; and
- (4) yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

- (2) whether the investment decision was consistent with the written investment policy of the City.

The Director and his staff shall recognize that the investment activities of the City are a matter of public record. Therefore, all participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair public confidence in the City's ability to govern effectively.

VIII. INVESTMENTS AUTHORIZED BY THE CITY OF WYLIE

Authorized investments for municipal governments in the State of Texas are set forth in the Public Funds Investment Act, as amended (Section 2256.009-2256.019, Government Code). However, suitable investments for the City of Wylie are limited to the following.

- (1) Direct obligations of the United States or its agents and instrumentalities with a stated maturity of 5 years or less.
- (2) Certificates of deposit issued in the State of Texas with a maximum maturity of 2 years or less and insured by the Federal Deposit Insurance Corporation.
- (3) Fully collateralized direct repurchase agreements with a defined termination date of 2 years or less which are secured by obligations of the United States or its agencies and instrumentalities and pledged with a third party in the City's name. The agreement must be placed through a primary government securities dealer, as defined by the Federal Reserve, or by a financial institution doing business in the State of Texas. Each issuer of repurchase agreements shall be required to sign a master repurchase agreement.
- (4) Approved investment pools as described in Section 2256.016 which are continuously

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

rated no lower than AAA, AAAM or an equivalent rating by at least one nationally recognized rating agency and have a weighted average maturity no greater than 90 days.

IX. OTHER INVESTMENT GUIDELINES

The City seeks active management of its portfolio assets. In order to meet the objectives of this Policy, the City may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the Director before such a transaction is consummated. Sales of securities yielding net proceeds less than 92% of the book value of the securities must be approved in advance and in writing by the City Manager. Three examples of situations involving the sale of securities prior to maturity are

- (1) swap - to sell an investment to realize a capital gain,
- (2) To better position selected investments due to a change in market conditions,
- (3) To react to emergency liquidity demands.

Each investment transaction must be based upon competitive quotations received from at least three broker/dealers who have been approved by the City in accordance with Texas law.

The purchase and sale of all securities shall be on a delivery versus payment or payment versus delivery basis (i.e., for securities purchases, monies will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the City's safekeeping bank. In the case of securities sales, monies will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner the City will always have possession of either its securities or its monies.

X. DIVERSIFICATION AND MATURITY LIMITS

It is the policy of the City to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The City will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

Investment Category	Max. % of Portfolio	Max. Maturity
Obligations of the United States or its agencies and instrumentalities.	100%	5 years
Certificates of Deposit	25%	18 mon.
Repurchase Agreements NOT Reverse Repurchase Agreements	100%	2 years

The Director shall evaluate how each security purchased fits into the City's overall investment strategy.

At all times the City shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities and certificates of deposit in the City's total investment portfolio at any given time (not including cash or demand deposits) shall not exceed 2 years.

XI. SELECTION OF BROKERS/DEALERS

The City shall maintain a list of broker/dealers and financial institutions which have been approved for investment purposes by the investment committee. (For the purpose of this investment policy, Broker/dealer will be used to refer to any brokerage

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

firm, bank, investment pool, or financial institution with which the City does investment business). Securities may only be purchased from those authorized institutions and firms. The authorized broker/dealers will be reviewed at least annually. To be eligible, a broker/dealer must meet at least one of the following criteria: 1) be recognized as a Primary Dealer as defined by the New York Federal Reserve Market Reports Division; or 2) complies with Securities and Exchange Commission Rule 15C3-1, the Uniform Net Capital Requirement Rule. If the City's depository bank also provides custodial and safekeeping services for the City, the bank may not be included as an authorized broker/dealer for the City. However, non-negotiable Certificate of Deposits are exempt from this policy.

Broker/dealers will be selected and recommended to the investment committee by the Director on the basis of their financial stability, expertise in cash management and their ability to service the City's account. Each broker/dealer that has been authorized by the City shall be required to submit and annually update a Broker/Dealer Information Request form which includes the firm's most recent financial statements. The Director shall maintain a file which includes the most recent Broker/Dealer Information Request forms submitted by each firm approved for investment purposes. A copy of the submitted Broker/Dealer Information Request forms as well as a list of those broker/dealers approved by the City shall be maintained by the Director (See Appendix A).

The City of Wylie will provide all approved securities dealers with a copy of the City's Investment Policy. A principal in the firm must execute a written statement acknowledging receipt and review of the policy and a statement acknowledging that reasonable procedures and controls have been implemented to preclude imprudent investment activities being conducted between the entity and the securities firm (See Appendix B).

All approved broker/dealer firms must have a completed City of Wylie broker/dealer questionnaire, investment policy, written acknowledgment per above

guidelines, executed master repurchase agreement, if applicable, and current financial information on file. Certification language should be mutually acceptable to both parties. An investment officer of the City may not buy any securities from a person who has not delivered to the City an instrument substantially in the form provided by this policy.

The Director shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the Director, if in the opinion of the Director, the firm has not performed adequately or its financial position is considered inadequate.

XII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the City will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the City's safekeeping and custodian bank. The City may designate more than one custodian bank. The City shall execute a Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest.

The Director shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The City must approve release of securities in writing prior to their removal from the custodial account. A telephone facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

the transmission and an exact copy of the document is retained in the City's files. In no event shall the custodial bank be an authorized depository bank, issuer of repurchase agreements in which the City invests or broker/dealer of securities on behalf of the City.

All securities shall be confirmed in the name of the City and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the City. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities owned by the City shall be evidenced by a safekeeping receipt issued to the City and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve System in a CUSTOMER ACCOUNT naming the City as the "customer." In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

All certificated securities (those transferred by physical delivery) shall: 1) be held by an approved custodian bank or any correspondent bank in New York City approved by the Director; and 2) the correspondent bank or the City's safekeeping bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the Director or his designee and held in a secured file by the City.

XIII. RECORD KEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date,

a description of the transaction and a brief statement of the reason(s) for the transaction.

At least annually, the Director shall verify that all securities purchased by or pledged to the City are on hand in appropriate form. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's established investment policies.

Each depository of the City's funds shall maintain separate, accurate and complete records relating to all deposits of the City's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the City, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the Director or designee and the City's auditors at any reasonable time.

All broker/dealers, custodians, depositories and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the City and shall make those records available for inspection by the Director or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the Director. Sales of securities for less than 92 percent of the book value of the securities must be approved by both the City Manager and the Director.

A monthly investment report shall be prepared by staff and signed by the Director, listing all of the investments held by the City, beginning and ending market value for period, the current market valuation of the investments and transaction summaries, including a detailed list of the gains and losses

CITY OF WYLIE, TEXAS

INVESTMENT POLICY

recognized. The market value will be determined by: (1) written reports such as the Wall Street Journal; (2) on-line services such as Bloomberg; or (3) through a primary dealer or national bank that is independent of the specific security being valued. The report must state the pooled fund group for each asset/security. The report shall list the total investment return for the month. If invested in securities, the City's audit firm must review the monthly reports annually and the result of the review shall be reported to the City Council by that auditor.

Within 90 days after the end of the City's fiscal year, the Director shall prepare, sign and deliver to the City Manager and the City Council an annual report on the City's investment program and investment activity which has also been signed by each officer and employee of the City authorized to conduct any of the City's investment activity. The annual report shall include full year investment returns. Such annual report shall include an analysis of the compliance with this Policy as well as changes in the applicable laws and regulations during the previous year and may include any other items of significance related to the investment program. The annual investment report will be reviewed as a part of the annual audit.

XIV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the City involved in the investment process shall refrain from personal business activity that involves any of the City's approved custodians, depositories, broker/dealers or

investment advisors. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales and shall keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

XV. POLICY REVISIONS

This Investment Policy will be reviewed at least annually by the City Manager, the Director of Finance and the Assistant Director of Finance and revised when necessary. All revisions shall be approved by the City Council.



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and act upon, approving the Debt Management Policy.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of a Debt Management Policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City. A formal approval by Council will also provide for the preparation and implementation necessary to ensure compliance and conformity with the policy.

Advantages of a debt policy are:

- Enhances the quality of decision by imposing order and discipline
- Promotes consistency and continuity in decision making
- Identifies objectives for staff to implement
- Demonstrates a commitment to long term financial planning objectives
- Regarded positively by the rating agencies

The Debt Management Policy was first adopted on September 22, 2020. No changes have been made to the policy since last year's adoption.

Staff recommends approval of the Debt Management Policy.

City of Wylie, Texas

Debt Management Policy

I. Purpose

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City of Wylie, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy. Advantages of a debt policy are as follows:

- Enhances the quality of decisions by imposing order and discipline
- Promotes consistency and continuity in decision making
- Identifies objectives for staff to implement
- Demonstrates a commitment to long term financial planning objectives

II. Policy Statement

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances and resolutions, the City may periodically enter into debt obligations to finance the construction or acquisition of infrastructure and other assets; or to refinance existing debt for the purpose of meeting its governmental obligation to its residents. It is the City's desire and direction to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long-term financial advantage to the City and its residents, while making every effort to maintain and improve the City's bond ratings.

The City shall not issue debt obligations or utilize debt proceeds to finance current operations of City Government.

III. General Debt Governing Policies

The City establishes the following policies concerning the issuance and management of debt:

- The City will not issue debt obligations or use debt proceeds to finance current operations or normal maintenance.
- Debt financing includes general obligation bonds, certificates of obligation, revenue bonds, lease/purchase agreements and other obligations permitted to be issued under Texas law.

- The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refund an issue and lessen its debt service costs. As a general rule, the present value savings of a particular refunding should exceed four percent (4%) of the refunded maturities, unless a restructuring or bond covenant revision is necessary in order to facilitate the ability to provide services or issue additional debt in accordance with established debt policies.
- The City will utilize debt obligations only for acquisition, construction, reconstruction or renovation of capital improvement projects that cannot be funded from current revenue sources or in such cases where it is more equitable to the users of the project to finance the project over its useful life.
- The City will measure the impact of debt service requirements of outstanding and proposed debt obligations on a single year, five, ten, and twenty year period. This analysis will consider debt service maturities and payment patterns.
- The City will seek the advice and services of the Financial Advisor in performing the bond issuance process. The City will also seek the advice of Bond Counsel as to the legality and tax-exempt status of any obligations.
- The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The City shall attempt to award the bonds based on a true interest cost (TIC) basis. However, the City may award bonds based on a net interest cost (NIC) basis as long as the Financial Advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid.
- Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance and a line or letter of credit. A credit enhancement, while costly, will usually bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall costs. During debt issuance planning the Financial Advisor will advise the City whether or not a credit enhancement is cost effective.
- The bond proceeds will be invested in accordance with the City's investment policy. Interest earnings received on the investment of bond proceeds shall be used to assist in paying the costs associated with the capital project.
- The City is committed to continued disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure.

IV. Debt Limit

- The State of Texas statutes do not prescribe a legal debt limit on the amount of outstanding bonds.
- The charter for the City of Wylie, Texas does not provide a debt limit.

V. Specific Debt Ratios and Measurement

This section of the debt management policy establishes the target debt ratios and measurements for the City.

As the City periodically addresses its ongoing needs, the City Manager and the City Council must ensure that future elected officials will have the flexibility to meet the capital needs of the City. Since neither State law nor the City Charter provides any limits on the amount of debt which may be incurred, this policy establishes targets which should provide future flexibility.

Purposes of Issuance - The City will issue debt obligations for acquiring, constructing, reconstructing or renovating Capital Improvements or for refinancing existing debt obligations. Projects must be designed as public purpose projects by the City Council prior to funding.

Maximum Maturity - All debt obligations shall have a maximum maturity of the earlier of: a) the estimated useful life of the Capital Improvements being financed; or b) twenty years; or c) in the event they are being issued to refinance outstanding debt obligations, the final maturity of the debt obligations being refinanced, unless a longer term is recommended by the Financial Advisor.

Net Debt Per Capita - Is the amount of general bonded debt outstanding for each citizen of a jurisdiction. Net direct debt is the sum of all general obligation bonds outstanding less the year-end balance of the debt service fund. The City shall strive to maintain the current Net Direct Debt Per Capita at or below \$2,000.00.

Net Debt to Assessed Value - Assessed valuation shows the fiscal capacity of the tax base. The City shall strive to maintain a ratio of Net Direct Debt to Assessed Value of properties in the City at or below four percent (4%).

Bond Covenants and Laws - The City shall comply with all covenants and requirements of the bond resolutions, the State and Federal laws authorizing and governing the issuance and administration of debt obligations.



Wylie City Council

AGENDA REPORT

Department: Finance
 Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and act upon, approving the revised Financial Management Policies.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of the Financial Management Policies is to formalize financial guidelines for the City. They will assist City staff in planning and directing the City's financial affairs and provide a document that codifies these policies in one place.

The overriding goal of the Financial Management Policies is to enable the City to achieve a long-term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The basis for the City's Financial Management Policies includes integrity, prudent stewardship, planning, accountability, and full disclosure.

The Financial Management Policies were previously approved on September 27, 2022. The revision request is in Section VII - Expenditure Control, Letter E - Purchasing. Staff is requesting to increase authorization levels for appropriations previously approved by City Council in the Operating Budget. These levels are as follows:

- Division Staff up to \$1,000 (previously \$500)
- Directors up to \$3,000 (previously \$1,000)
- Purchasing up to \$10,000 (previously \$3,000)
- Finance Director up to \$15,000 (previously \$7,500)
- City Manager over \$15,000 with any purchases exceeding \$50,000 approved by City Council (previously over \$7,500)

Staff recommends approval of the Financial Management Policies.

Approval of the new authorization levels will streamline the purchasing process and make purchasing items that are appropriated in the budget simpler. The goal is to improve functioning of departments and to move approved projects through the process in a timelier manner.

FY 2023-24

City of Wylie

Financial Management Policies

I. PURPOSE STATEMENT

The overriding goal of the Financial Management Policies is to enable the city to achieve a long-term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The watchwords of the city's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The purpose of the Financial Management Policies is to provide guidelines for the financial management staff in planning and directing the city's day-to-day financial affairs and in developing recommendations to the City Manager.

The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control and debt management.

II. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. ACCOUNTING - The city's Assistant Finance Director is responsible for establishing the chart of accounts, and for properly recording financial transactions.

B. FUNDS - Self-balancing groups of accounts are used to account for city financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. Funds are created and fund names are changed by City Council.

C. EXTERNAL AUDITING - The city will be audited annually by outside independent auditors. The auditors must be a CPA firm of national reputation, and must demonstrate that they have the breadth and depth of staff to conduct the city's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. The auditors' report on the city's financial statements including any federal grant single audits will be completed within 120 days of the city's fiscal year end, and the auditors' management letter will be presented to the city staff within 150 days after the city's fiscal year end. An interim management letter will be issued prior to this date if any materially significant internal control weaknesses are discovered. The city staff and auditors will jointly review the management letter with the City Council within 60 days of its receipt by the staff.

D. EXTERNAL AUDITORS RESPONSIBLE TO CITY COUNCIL – The external auditors are accountable to the City Council and will have access to direct communication with the City Council if the city staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

E. EXTERNAL AUDITOR ROTATION - The city will not require external auditor rotation, but will circulate requests for proposal for audit services periodically, normally at five-year intervals or less. An award of services to the same audit firm is allowable but will require rotation of the audit partner and audit manager after five consecutive years. The rest period for the audit partner will be a minimum of two years and the rest period for the audit manager will be a minimum of five years.

F. EXTERNAL FINANCIAL REPORTING - The city will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles, and will be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possibly awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will be published and presented to the City Council within 120 days after the end of the fiscal year. City staffing limitations may preclude such timely reporting. In such a case, the Finance Director will inform the City Manager and the City Manager will inform the City Council of the delay and the reasons therefore.

III. INTERNAL CONTROLS

A. WRITTEN PROCEDURES - The Finance Director is responsible for developing city-wide written guidelines on accounting, cash handling, and other financial matters which will be approved by the City Manager.

The Finance Department will assist department managers as needed in tailoring these guidelines into detailed written procedures to fit each department's requirements.

B. INTERNAL AUDIT - The Finance Department may conduct reviews of the departments to determine if the departments are following the written guidelines as they apply to the departments. Finance will also review the written guidelines on accounting, cash handling and other financial matters. Based on these reviews Finance will recommend internal control improvements as needed.

C. DEPARTMENT MANAGERS RESPONSIBLE - Each department manager is responsible to the City Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent and internal auditor internal control recommendations are addressed.

IV. OPERATING BUDGET

A. PREPARATION - The city's "operating budget" is the city's annual financial operating plan. It consists of governmental and proprietary funds, including the general obligation Debt Service Fund, but excluding capital projects funds. The budget is prepared by the City Manager with the assistance of the Finance Department and cooperation of all city departments. The City Manager transmits the document to the City Council. The budget should be presented to the City Council no later than August 5 or a date to be determined by the City Council, and should be enacted by the City Council prior to fiscal year end. The operating budget will be submitted to the GFOA annually for evaluation and possible awarding of the Award for Distinguished Budget Presentation.

B. BALANCED BUDGETS -An Operating budget will be balanced, with current revenues, exclusive of beginning resources, greater than or equal to current expenditures/expenses.

C. PLANNING - The budget process will be coordinated so as to identify major policy issues for City Council.

D. BUDGETED DRAWDOWN OF RESERVES - One-time purchases may be requested by the City Manager through the budget process, subject to the Fund Balance Policy in section IX of the Policies.

E. REPORTING - Periodic financial reports will be prepared to enable the department managers to manage their budgets and to enable the Budget Manager to monitor and control the budget as approved by the City Council. Monthly financial reports will be presented to the City Council. Such reports will include current year revenue and expenditures.

F. CONTROL - Operating Expenditure Control is addressed in Section VII of the Policies.

G. PERFORMANCE MEASURES AND PRODUCTIVITY INDICATORS – Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the annual budgeting process.

V. CAPITAL BUDGET AND PROGRAM

A. PREPARATION - The city's capital budget will include all capital projects funds and all capital resources. The budget will be prepared annually on a fiscal year basis and adopted by ordinance. The capital budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

B. CONTROL - All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

C. PROGRAM PLANNING - The capital budget will include capital improvements programs for future years. The planning time frame should normally be five years. The replacement and maintenance for capital items should also be projected for the next five years at a minimum. Future maintenance and operations will be fully costed, so that these costs can be considered in the operating budget.

D. ALTERNATE RESOURCES - Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects which have a primary benefit to certain property owners.

E. DEBT FINANCING - Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

F. STREET MAINTENANCE - The city recognizes that deferred street maintenance increases future capital costs by an estimated 5 to 10 times. Therefore, the City's goal is to allocate a portion of the General Fund budget each year to maintain the quality of streets. The amount will be

established annually so that repairs will be made amounting to a designated percentage of the value of the streets.

G. WATER/WASTEWATER MAIN REHABILITATION AND REPLACEMENT - The city recognizes that deferred water/wastewater main rehabilitation and replacement increases future costs due to loss of potable water from water mains and inflow and infiltration into wastewater mains. Therefore, to ensure that the rehabilitation and replacement program is adequately funded, the City's goal will be to dedicate an amount equal to at least 1 % of the undepreciated value of infrastructure annually to provide for a water and wastewater main repair and replacement program.

H. REPORTING - Periodic financial reports will be prepared to enable the department managers to manage their capital budgets and to enable the finance department to monitor the capital budget as authorized by the City Manager.

VI. REVENUE MANAGEMENT

A. SIMPLICITY - The city will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay. The city will avoid nuisance taxes, fees, or charges as revenue sources.

B. CERTAINTY - An understanding of the revenue source increases the reliability of the revenue system. The city will try to understand its revenue sources, and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

C. EQUITY - The city will strive to maintain equity in the revenue system structure. That is, the city will seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities and customers. However, it is recognized that public policy decisions may lead to subsidies in certain circumstances, e.g., senior citizen property tax exemptions or partial property tax abatement.

D. ADMINISTRATION - The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost, and cost of services analysis.

E. REVENUE ADEQUACY - The city will require that there be a balance in the revenue system. That is, the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

F. COST/BENEFIT OF ABATEMENT - The city will use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as a part of such analysis and presented to the appropriate entity considering using such incentive.

G. DIVERSIFICATION AND STABILITY - In order to protect the government from fluctuations in revenue source due to fluctuations in the economy, and variations in weather (in the case of water and wastewater), a diversified revenue system will be maintained.

H. NON-RECURRING REVENUES - One-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

I. PROPERTY TAX REVENUES - Property shall be assessed at 100% of the fair market value as appraised by the Collin County Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law. A 100% collection rate will serve as a minimum for tax collection.

All delinquent taxes will be aggressively pursued, with delinquents greater than 150 days being turned over to the City Attorney or a private attorney, and a penalty assessed to compensate the attorney as allowed by State law, and in accordance with the attorney's contract. Annual performance criteria will be developed for the attorney regarding the collection of delinquent taxes.

J. PARKS AND RECREATION 4B SALES TAX REVENUE - Parks and Recreation 4B sales tax revenue shall supplement but not supplant the funding for the Parks and Recreation System in the General Fund and the Recreation Center Department of the Parks and Recreation 4B Sales Tax Revenue Fund.

K. USER-BASED FEES - For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services. User charges may be classed as "full cost recovery," "partial costs recovery," and "minimal cost recovery," based upon City Council policy.

L. IMPACT FEES - Impact fees will be imposed for water, wastewater, and transportation in accordance with the requirements of State law. The staff working with the particular impact fee shall prepare a semi-annual report on the capital improvement plans and fees. Additionally, the impact fees will be re-evaluated at least every three years as required by law.

M. GENERAL AND ADMINISTRATIVE CHARGES - A method will be maintained whereby the General Fund can impose a charge to the enterprise funds for general and administrative services (indirect costs) performed on the enterprise funds' behalf. The calculation will be based upon the percentage of personnel time and other resources attributed to the Enterprise Fund by each department of the General Fund. The details will be documented and said information will be maintained in the Finance Department for review.

N. UTILITY RATES - The city will review utility rates annually and, if necessary, adopt new rates to generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

O. PARKS AND RECREATION 4B FUND BALANCE - The Parks and Recreation 4B Fund Balance shall be established to protect property tax payers from excessive volatility caused by the fluctuations in the Parks and Recreation 4B sales tax revenue. It will be funded with revenues of the Parks and Recreation 4B Fund. The city's goal will be to maintain the Fund Balance at 25% of the annual Parks and Recreation 4B sales tax budgeted revenue.

P. UTILITY FUND BALANCE - The Utility Fund shall maintain a Fund Balance to protect ratepayers from excessive utility rate volatility. It may not be used for any other purpose. It will be funded with surplus revenues of the Utility Fund. The City's goal will be to maintain the Utility Fund Balance at 90 days of budgeted expenditures.

Q. INTEREST INCOME - Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the equity balance of the fund from which monies were provided to be invested.

R. REVENUE MONITORING - Revenues actually received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the appropriate budget report.

VII. EXPENDITURE CONTROL

A. APPROPRIATIONS - The level of budgetary control is the department level budget in the General Fund, and the fund level in all other funds. When budget adjustments (i.e., amendments), among departments and/or funds are necessary these must be approved by the City Council. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.

B. CONTINGENCY ACCOUNT EXPENDITURES - The General Fund Contingency Account will be budgeted and approved by the City Council as a part of the budget process. The City Manager must approve all contingency account expenditures.

C. VACANCY FUNDS – Savings from position vacancies will be reviewed as a part of the midyear budget amendments and savings will be either allocated to other accounts by Council approval or become unbudgeted funds to add to the ending fund balance.

D. CENTRAL CONTROL - Significant vacancy (salary) and capital budgetary savings in any department will be centrally controlled by the City Manager.

E. PURCHASING - All purchases shall be made in accordance with the city's purchasing policies as defined in the Purchasing Manual. Authorization levels for appropriations previously approved by the City Council in the Operating Budget are as follows: Division Staff up to \$1,000, for Directors up to \$3,000, for Purchasing up to \$10,000.00, for Finance Director up to \$15,000.00. The City Manager can authorize expenditures over \$15,000.00 with any purchases exceeding \$50,000.00 to be approved by the City Council.

F. PROFESSIONAL SERVICES - Professional services contracts will be coordinated through the purchasing agent in compliance with statutory regulations.

G. CONTRACT AUTHORITY – By statute, contracts greater than or equal to \$50,000.00 must be approved by Council, after which either the Mayor or the City Manager may then sign any necessary documents. By ordinance, contracts less than \$50,000.00 may be authorized and signed by the City Manager, provided there is an appropriation for such contract. Signature authority for contracts equal to or less than \$10,000 has been delegated by the City Manager to the Purchasing Manager.

H. PROMPT PAYMENT - All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law. Procedures will be used to take advantage of all purchase discounts where considered cost effective. However, payments will also be reasonably delayed in order to maximize the city's investable cash, where such delay does not violate the agreed upon terms.

I. INFORMATION TECHNOLOGY - Certain information technology acquisitions will be centrally funded from the Information Technology Division. Acquisitions from this division may include all related professional services costs for researching and/or implementing an information technology project. Annual funding for replacements and for new technology will be budgeted in the IS department with the exception of the Utility Fund. Additional funding above the base amount may be provided for major projects with available one-time sources including debt proceeds and/or grants.

J. PREPAID EXPENDITURES – Final determination of expenditure coding in the General Ledger will be assigned to the Finance Department. Expenditure coding must remain consistent. Purchased items must fit the description of the line item they are being charged to. Amounts of \$10,000 or more paid in advance or across budget years will be coded as prepaid items and charged to the next budget year. Department Directors are responsible for budgeting and paying these items accordingly.

VIII. ASSET MANAGEMENT

A. INVESTMENTS - The city's investment practices will be conducted in accordance with the City Council approved Investment Policies.

B. CASH MANAGEMENT - The city's cash flow will be managed to maximize the cash available to invest.

C. INVESTMENT PERFORMANCE - A monthly report on investment performance will be provided by the Finance Director to the City Manager for presentation to the City Council.

D. FIXED ASSETS AND INVENTORY - These assets will be reasonably safeguarded, properly accounted for, and prudently insured.

IX. FINANCIAL CONDITION AND RESERVES

A. NO OPERATING DEFICITS - Current expenditures will be paid with current revenues. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies on non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

B. INTERFUND LOANS - Non-routine interfund loans shall be made only in emergencies where other temporary sources of working capital are not available and with the approval of the City Council. At the time an interfund loan is considered, a plan to repay it prior to fiscal year end shall also be considered. A fund will only lend money that it will not need to spend for the next 365 days. A loan may be made from a fund only if the fund has ending resources in excess of the minimum requirement for the fund. Loans will not be made from the city's enterprise funds (Water/Wastewater, etc.), except for projects related to the purpose of the fund. Total interfund loans outstanding from a fund shall not exceed 15% of the target fund balance for the fund. If any interfund loan is to be repaid from the proceeds of a future debt issue, a proper reimbursement resolution will be approved at the time the loan is authorized.

C. FUND BALANCE POLICY

1. **Committed Fund Balance** – The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City's Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
2. **Assigned Fund Balance** – The City Council has authorized the City Manager as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.
3. **Order of Expenditure of Funds** – When multiple categories of fund balance are available for expenditure, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.
4. **Minimum General Fund Unassigned Fund Balance** – It is the goal of the City to achieve and maintain an unassigned fund balance in the general fund equal to 25% of expenditures. The City considers a balance of less than 20% to be cause for concern, barring unusual or deliberate circumstances. If unassigned fund balance falls below the goal or has a deficiency, the City will appropriate funds in future budgets to replenish the fund balance based on a time table deemed adequate by the City Council.
5. **Minimum Utility Fund Balance** – The Utility Fund shall maintain a Fund Balance to protect ratepayers from excessive utility rate volatility. It will be funded with surplus revenues of the Utility Fund. The City's goal will be to maintain the Utility Fund ending Fund Balance at 90 days of budgeted expenditures.
6. **Minimum Parks and Recreation 4B Fund Balance** – The Parks and Recreation 4B Fund Balance shall be established to protect property tax payers from excessive volatility.

caused by the fluctuations in the Parks and Recreation 4B sales tax revenue. It will be funded with revenues of the Parks and Recreation 4B Fund. The City's goal will be to maintain the Parks and Recreation 4B Fund ending Fund Balance at 25% of budgeted 4B sales tax revenues.

D. RISK MANAGEMENT PROGRAM - The city will aggressively pursue every opportunity to provide for the public's and city employees' safety and to manage its risks.

E. ENTERPRISE FUND SELF-SUFFICIENCY - The city's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses, in-lieu-of-property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the City Council may waive general and administrative expenses, in-lieu-of-property taxes and/or franchise fees until the fund is able to pay them. The City Council may pay out-of-pocket expenses that a fund is temporarily unable to pay with interfund loans, to be repaid at a future date.

X. DEBT MANAGEMENT

Debt Management is addressed in a separate Debt Management Policy.

XI. STAFFING AND TRAINING

A. ADEQUATE STAFFING - Staffing levels will be adequate for the fiscal functions of the city to function effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload scheduling alternatives will be explored before adding staff.

B. TRAINING - The city will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

XII. GRANTS FINANCIAL MANAGEMENT

A. GRANT SOLICITATION - The City Manager will be informed about available grants by the departments and will have final approval over which grants are applied for. The grants should be cost beneficial and meet the city's objectives.

B. RESPONSIBILITY - Departments will oversee the day to day operations of grant programs, will monitor performance and compliance, and will also keep the Finance Department and Purchasing informed of significant grant-related plans and activities. Departments will also report re-estimated annual revenues and expenses to the Finance Department as needed. Finance Department staff members will serve as liaisons with grantor financial management personnel, will prepare invoices, and will keep the books of account for all grants. All goods and services obtained through grants are subject to City purchasing policies and must be coordinated with the purchasing agent.

XIII. ANNUAL REVIEW AND REPORTING

- A.** These Policies will be reviewed administratively by the City Manager at least annually, and will be presented to the City Council by the Finance Department for confirmation of any significant changes.
- B.** The Finance Director will report annually to the City Manager on compliance with these policies.



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Christopher Rodriguez

Account Code: 470-5470-58150

Subject

Consider, and act upon, the approval of W2023-120-I for Electrical Installation and Masonry Columns for East Meadow Splash Pad to SDB Contracting Services Inc. in the amount of \$132,012.59, through a cooperative purchasing contract with BuyBoard (#581-19) and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Parks and Recreation Department is seeking approval from City Council to award a contract to SDB Contracting Services Inc. to install electrical to the restroom/mechanical room, install solar parking lot lights, and add masonry to the columns of the pavilion and gateway structures.

This project will include adding six solar lights to the new addition of the parking lot. Currently there are four solar parking lot lights. These six will match the existing four, and will be installed upon completion of the new parking lot. In addition, a solar security light will be installed at the entrance of the splash pad for a total of seven new solar lights. SDB Contracting Services will also be installing the masonry stone columns for the pavilion and gateway structures. The pavilion will have (4) seven-foot columns, and the gateway structure will have (2) seven-foot columns.

Staff recommends the award of W2023-120-I for Electrical Installation and Masonry Columns for East Meadow Splash Pad to SDB Contracting Services Inc. in the amount of \$132,012.59 as providing the best value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie W2023-120-I/BuyBoard 581-19



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Christopher Rodriguez

Account Code: 470-5470-58150

Subject

Consider, and act upon, the approval of W2023-119-I Electrical Installation and Fabric Shade Structure for Community Park Splash Pad to SDB Contracting Services Inc. in the amount of \$143,686.55, through a cooperative purchasing contract with BuyBoard (#581-19) and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Parks and Recreation Department is seeking approval from City Council to award a contract to SDB Contracting Services Inc. to install electrical to the restroom/mechanical room, install security light, and installation of a fabric shade structure.

This project will include running electrical to the restroom/mechanical room and adding a security light at the splash pad. The security light will be powered and not solar lighting. In addition, SDB Contracting Services will be installing a fabric shade structure to the splash pad.

Staff recommends the award of W2023-119-I Electrical Installation and Fabric Shade Structure for Community Park Splash Pad to SDB Contracting Services Inc. in the amount of \$143,686.55 as providing the best value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie W2023-119-I/BuyBoard #581-19



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval of a request to renovate an existing commercial structure, located at 105 W. Jefferson within the Downtown Historic District.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Robert Heath

APPLICANT: Robert Heath

The Owner/Applicant proposes to make major renovations to the exterior facade as well as interior changes to accommodate an Office Use and a T-Shirt Shop on the subject property. The plans indicate new paint colors, removing and adding new windows and doors, replacing fire escape, added color bands at parapet and signage, and a wood fence to match existing. New windows will be aluminum.

History of property:

According to available records, the building was constructed in 1924. Owners have included: Wylie Methodist Church, Wylie Bible Church, and current owner Robert Heath.

A Replat was approved in 2013 that combined three separate lots into a single lot to allow for expansion of a worship center.

In 2022, a Replat was approved to separate the property and create Lot 26R-2 (105 W. Jefferson).

If approved, the owner plans to begin work as soon as possible and be completed within 3 - 6 months.

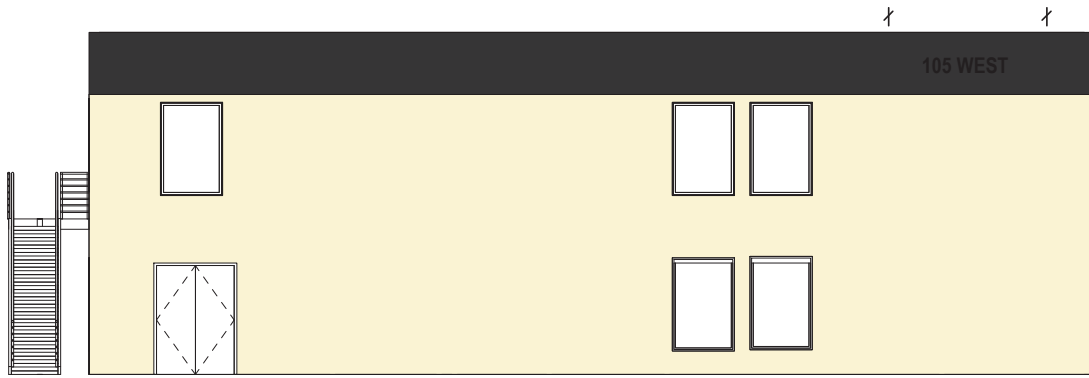
HRC Discussion

The Commissioners discussed the colors at length, and voted 7-0 to recommend approval with the following color scheme:

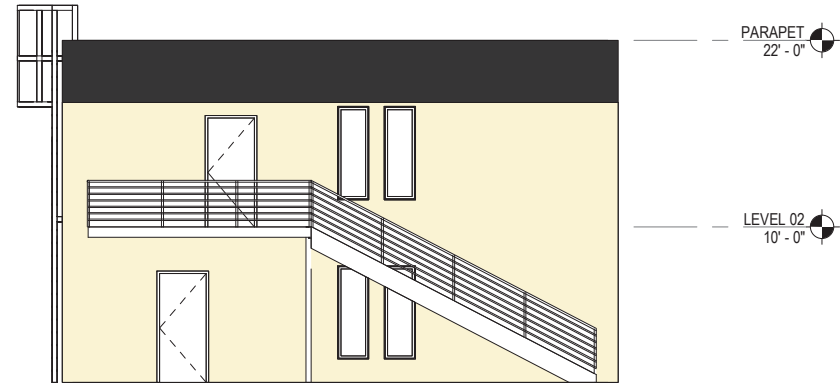
- Band/stripping: G6-6 Chimney PPU25-22 (smokey ink color)
- Primary Wall: W2-7 Shoelace OR-W13 (off white with a dusty yellow-beige cast)
- Arch Wall: G6-3 Dark Storm Cloud 740F-4 (a complex gray with a blue-green undertone)
- Archway inside trim: G6-6 Chimney



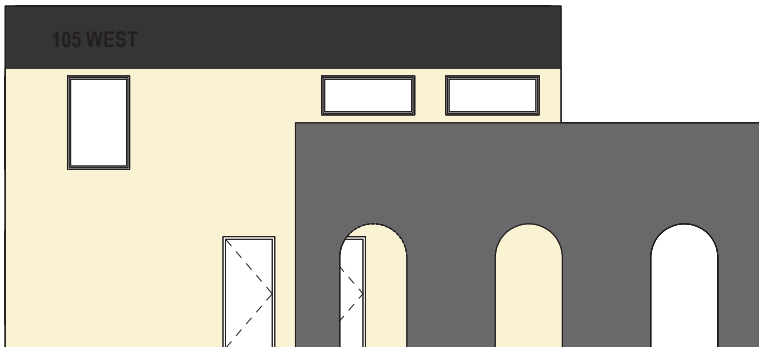
105 Jefferson Street



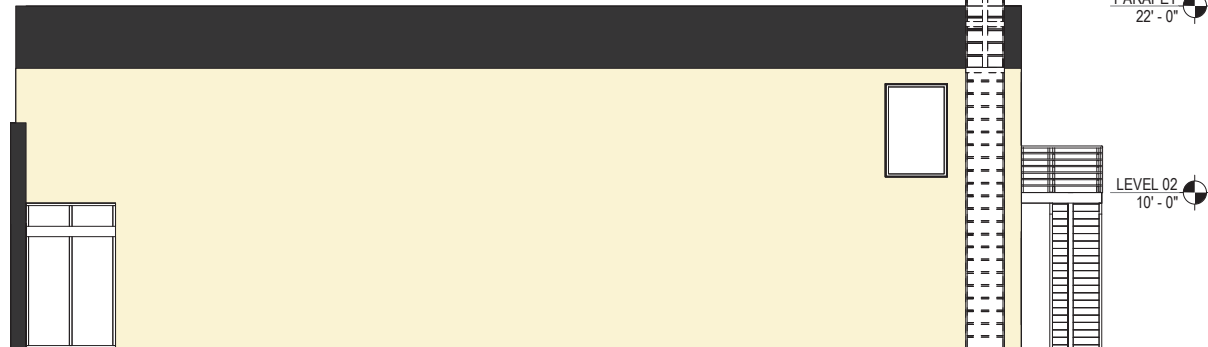
East Elevation
1/8" = 1'-0"



South Elevation
1/8" = 1'-0"

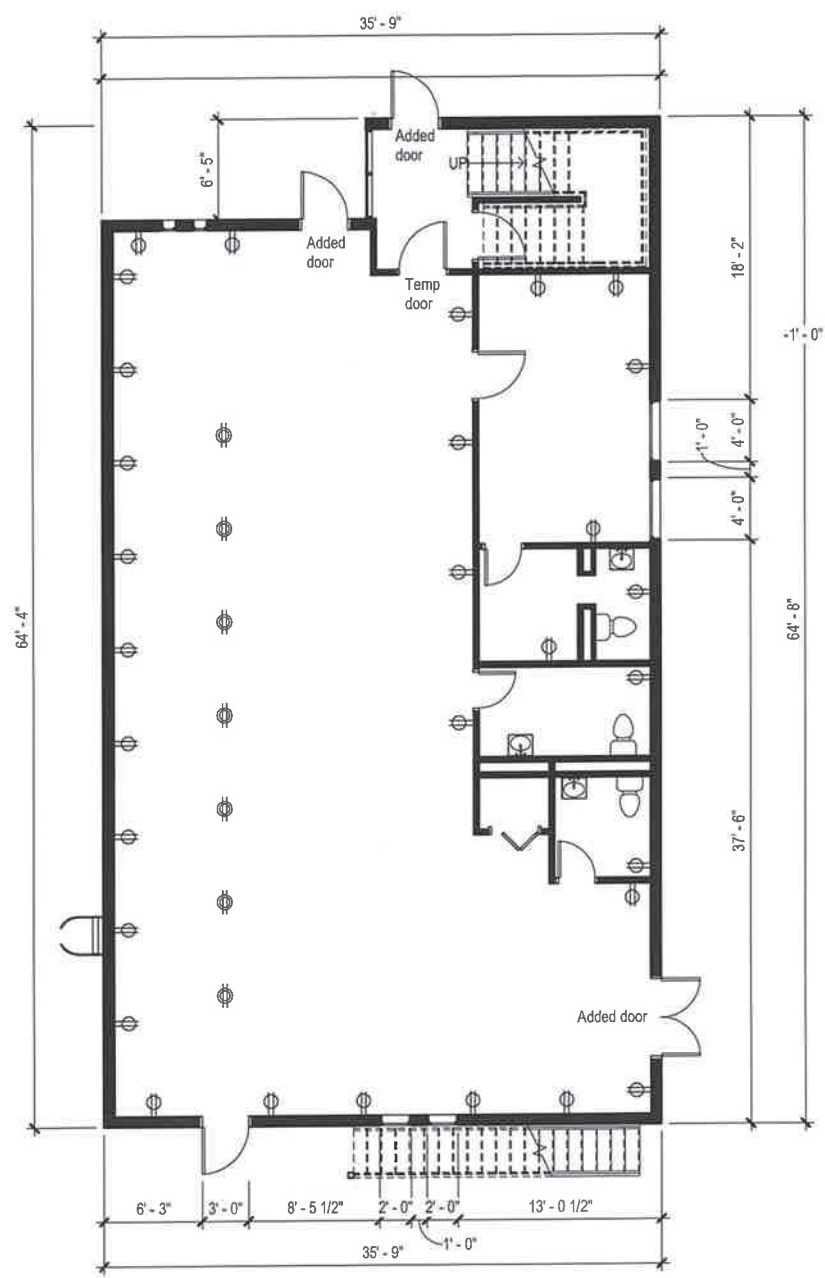


North Elevation
1/8" = 1'-0"



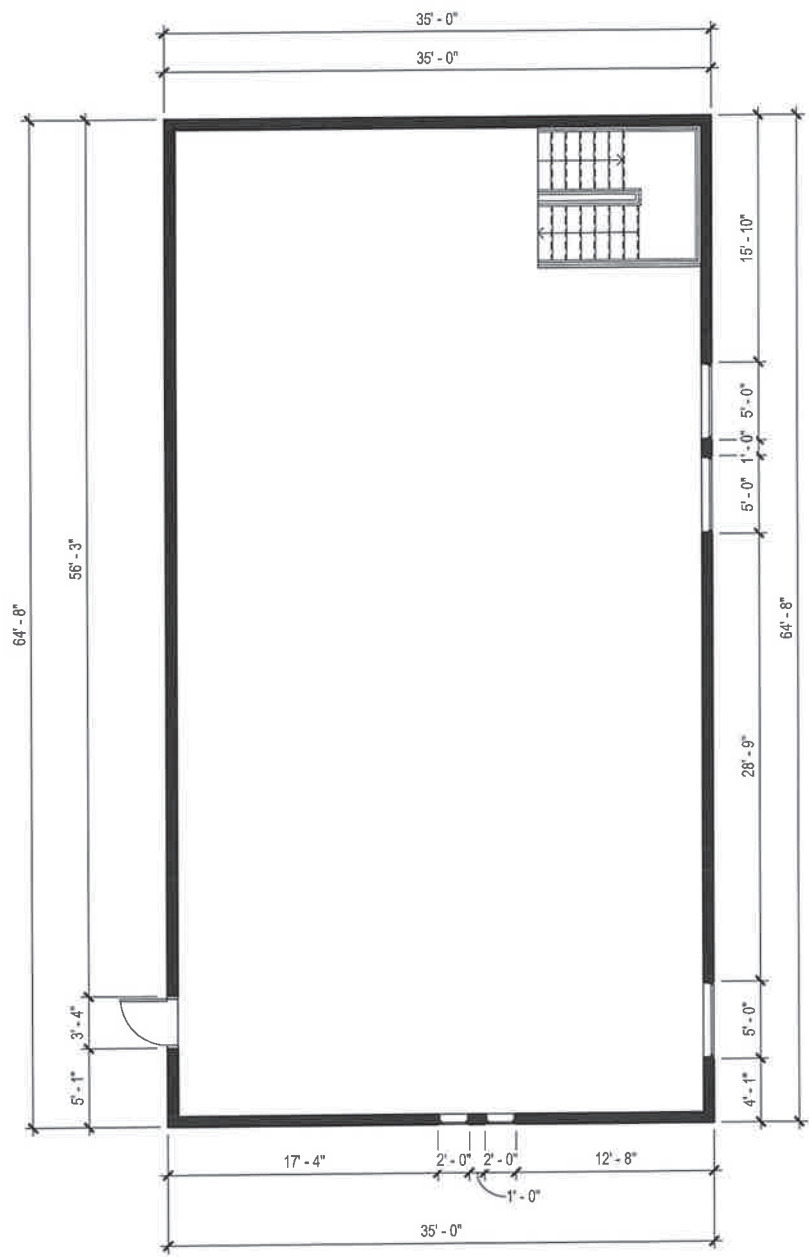
West Elevation
1/8" = 1'-0"

105 Jefferson Street



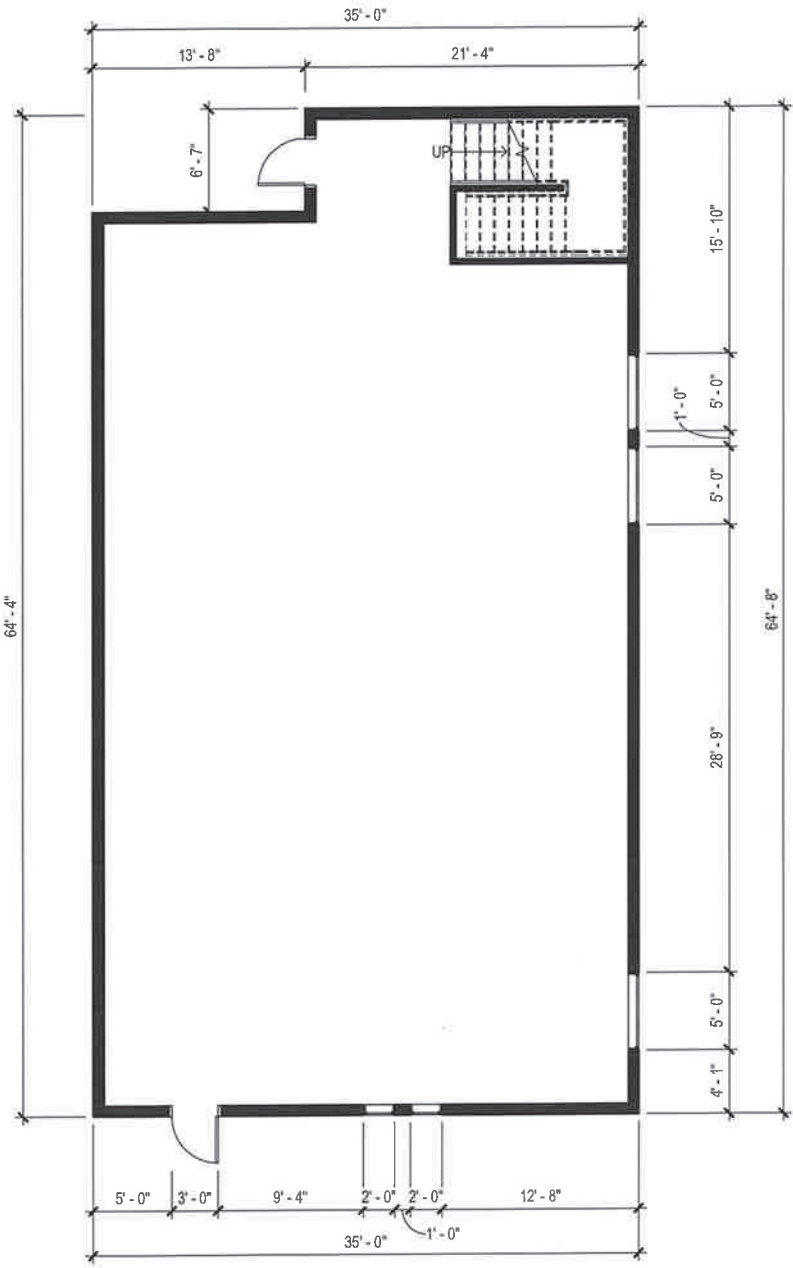
Level 01
Floor Plan
1/8" = 1'-0"

105 Jefferson Street



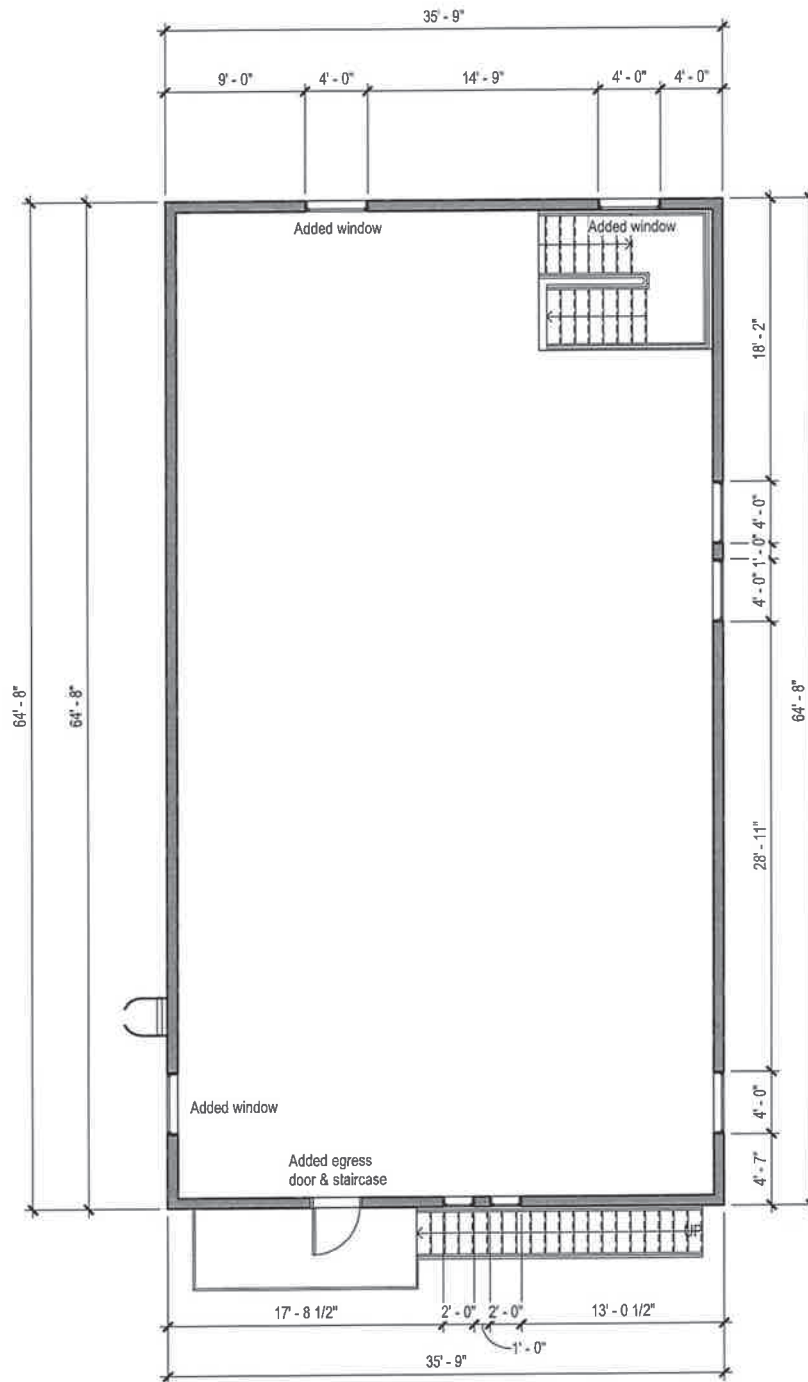
Level 02
1/8" = 1'-0"

105 Jefferson Street



Level 01
1/8" = 1'-0"

105 Jefferson Street



Level 02
Floor Plan
1/8" = 1'-0"

105 W Jefferson additions or alterations

1) Exterior

a) N

- i) 1 new downstairs exterior door facing N
- ii) Two upstairs windows
- iii) Alteration to downstairs windows facing N to door
- iv) "Hidden" security camera (not visible from street)

b) W

- i) Alteration to emergency exit door to window
- ii) Potential exterior ladder for rooftop access
- iii) Alteration to current downstairs door to large window (N side facing W)

c) S

- i) New emergency egress, landing and stairs with additional balcony area
- ii) Slight alteration to downstairs door (left to right swing) exit towards alley vs towards church)
- iii) Visible security camera (visible from alley)

d) E

- i) Alteration to 1st floor window changed to double doors
- ii) Gas line going over building removed
- iii) New to code electrical base meters

e) Entire Exterior

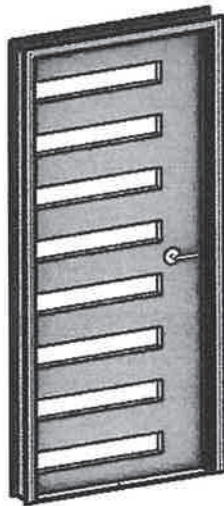
- i) New paint color
- ii) New signage
- iii) Visible security cameras (visible from street and alley)

2) Interior 1st floor

- a) Removal of walls (offices turned to open space)
- b) Removal of drop ceiling
- c) Original offices that do remain drop ceiling turned to drywall or bead board
- d) Bathrooms
 - i) Shower added to original private office bath
 - ii) Urinal removed from ADA bath
 - iii) 2nd commode removed from employee bath
 - iv) All trades, electrical, plumbing, mechanical updated to todays code.
 - v) All windows updated to todays code (low E tempered glass)
 - vi) Insulation better than minimum code standards
 - vii) Removal of interior door connecting 1st and 2nd floor

3) Interior 2nd floor

- i) Walls removed for open space
- ii) Drop ceilings removed in remaining offices
- iii) Drywall ceilings to replace removed drop ceilings
- iv) No change to bathrooms
- v) All trades, electrical, plumbing, mechanical updated to todays code
- vi) All windows ypdated to todays code
- vii) Insulation better than minimum code standard
- viii) Alteration of some office doors from wood to glass





Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat of Moncada Addition, Lot 1, Block A establishing one lot on 0.59 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 1202 Troy Road.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Ida Moncada

APPLICANT: Verizon Wireless

The applicant is proposing to create one lot measuring 0.59 acres located outside of the City limits within the City of Wylie Extra Territorial Jurisdiction at 1202 Troy Road.

The purpose of the plat is to create one lot from an unplatted parcel of land for the development of a telecommunications tower.

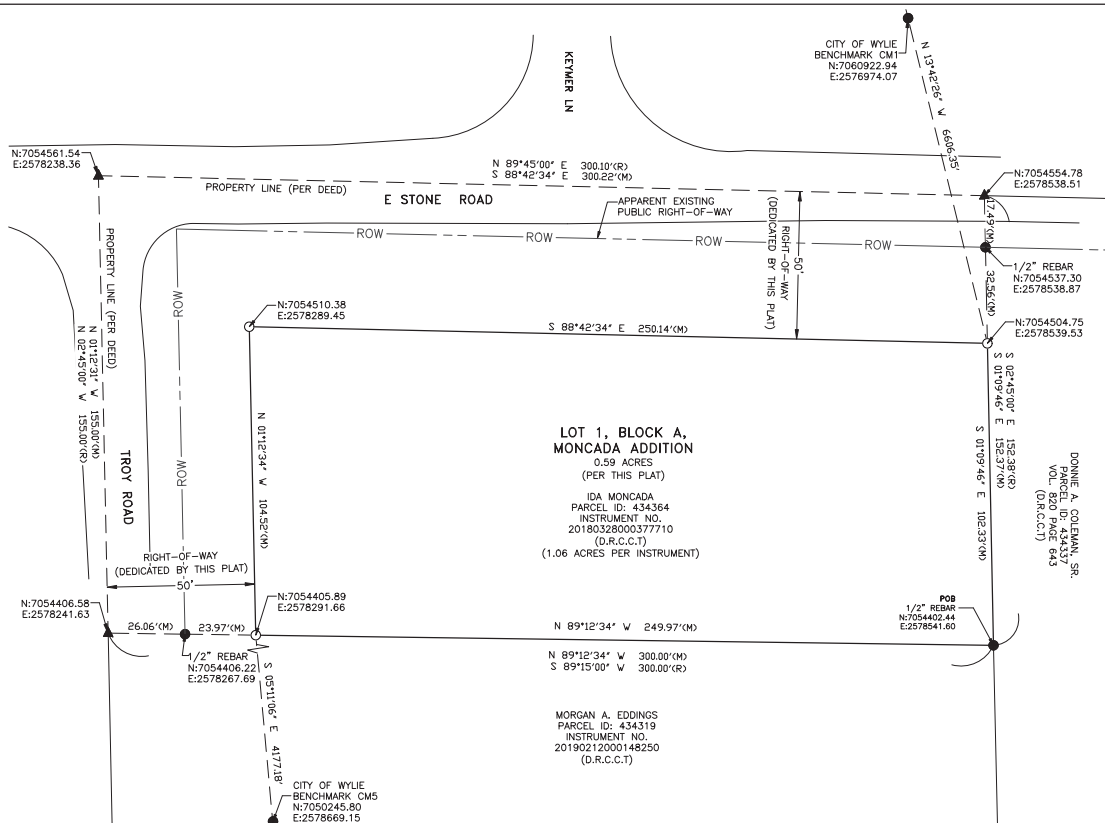
The plat shall dedicate 50' of Right of Way for Troy Road and for E. Stone Road.

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

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

P&Z Discussion

The Commission voted 6-0 to recommend approval.

**FLOOD NOTE**

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 480850A020, which bears an effective date of June 2, 2009 and is NOT in a special flood hazard area, Zone "X". Areas determined to be outside the 0.2% annual chance floodplain.

NOTICE

Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.

SURVEYOR'S NOTES

- This is a Record Plat, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is May 30, 2023.
- The following surveying instruments were used as time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
- Bearings are based on Texas South Central State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- This survey was conducted for the purpose of a Record Plat only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This survey was conducted with the benefit of an Abstract Title search, by Fidelity National Title, Order No. 38281759.
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1":15,000") and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.

EASEMENTS

The Easements listed below pertain to Waterline Easements and Right-of-way, but can not be located or shown since the supportive document lacks sufficient data to locate on this Plat.

Instrument No.: 20150707000828610, 20160218000187720, 20180328000377710, 20180419000461500

'RECOMMENDED FOR APPROVAL'

Chairman, Planning & Zoning Commission
City of Wylie, Texas

Date

'APPROVED FOR CONSTRUCTION'

Mayor, City of Wylie, Texas

Date

'ACCEPTED'

Mayor, City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the Lot 1, Block A, Moncada Addition, to Collin County, Texas was submitted to the City Council on the ____ day of _____, 2023, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D., 20 ____

City Secretary
City of Wylie, Texas

Owner's Dedication And Acknowledgement

STATE OF TEXAS §
COUNTY OF COLLIN §

Now, Therefore, Know All Men By These Presents:

That Ida Moncada, acting herein by and through his (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as Lot 1, Moncada Addition, an addition to the Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, sold use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.

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

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

Ida Moncada (Owner)

Acknowledgement

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared William H. Summerville, III, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20 ____

Notary Public in and for the State of Texas

My Commission Expires On: _____

Property Owner's Certificate

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, **IDA MONCADA** is the Owner of a tract of land situated in Collin County, Texas, a part of the Aaron West Survey, Abstract No. 979 (Collin County, Texas) and being out of a 1.06 acre tract conveyed to **IDA MONCADA** by Instrument File No. 20180328000377710, of the Deed Records of Collin County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found being the southeast corner out of said 1.06 acre tract of the land described in Instrument File No. 20180328000377710, of the Deed Records of Collin County, Texas, being the northeast corner of a tract of land conveyed to Morgan A. Eddings by deed and recorded in Instrument No. 20190212000148250 and the southeast corner of the herein described tract ;

thence with the north line of said Eddings tract and the south line of said Moncada tract N 89°12'34" W, passing a 1/2" rebar found for reference at 273.94 feet and continuing for a total distance of 300.00 feet to a point for corner in the approximate centerline of Troy Road, marking the northwest corner of said Eddings tract and the southwest corner of said Moncada tract;

thence with the center of said Troy Road, and the west line of the said Moncada tract, N 01°12'31" W for a distance of 155.00 feet to a point in the apparent intersection of Stone Road and said Troy Road, and the northwest corner of said Moncada tract;

thence with the approximate centerline of said Stone Road and the north line of the herein described Moncada tract, S 88°42'34" E, passing a 1/2" rebar found for reference at 17.49 feet, for a total distance of 300.22 feet to a point being the northwest corner of a tract of land conveyed to Donnie A. Coleman, Sr. by deed recorded in Volume 820 Page 643 of the Deed Records of Collin County, Texas and marking the northeast corner of said Moncada tract

thence with the west line of said Coleman tract and the east line of said Moncada tract, S 01°09'46" E for a distance of 152.37 feet to the Point of Beginning and containing 46,088.26 square feet or 1.06 acres or land, more or less.

Surveyor's Certificate**KNOW ALL MEN BY THESE PRESENTS:**

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

Signature of Registered Public Land Surveyor Registration No. 6094

Acknowledgement

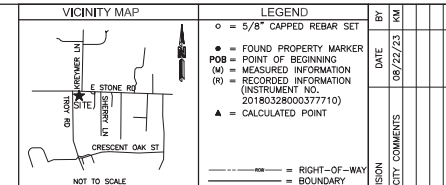
STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **William H. Summerville, III**, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20 ____

Notary Public in and for the State of Texas

My Commission Expires On: _____

**LEGEND**

○ = 5/8" CAPPED REBAR SET

● = FOUND PROPERTY MARKER

POB = POINT OF BEGINNING

(M) = MEASURED INFORMATION

(R) = RECORDED INFORMATION

(INSTRUMENT NO. 20180328000377710)

▲ = CALCULATED POINT

--- = RIGHT-OF-WAY

--- = BOUNDARY

NO.	REVISION	DATE	BY
1.	REVISED PER CITY COMMENTS	08/22/23	KM

IDA MONCADA
158 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
ST. PAUL, TEXAS 75098-0228

PROJECT NO.
22-10820

DRAWN BY: KM
CHECKED BY: PKK
APPROVED BY: WMS
DATE: 08/15/23
SCALE: 1" = 20'
SHEET 1 OF 1

RECORD PLAT
FOR:
verizon
VERIZON WIRELESS
4001 HENDER RIDGE
IRVING, TEXAS 75039

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
PH: 205-252-4985
WWW.SMWENGINEERING.COM

PURPOSE: THE PURPOSE OF THIS PLAT IS TO PLAT A PREVIOUSLY UNPLATTED PARCEL TO OBTAIN A BUILDING PERMIT.

FINAL PLAT
LOT 1, BLOCK A,
MONCADA ADDITION

TOTAL ACREAGE:
0.59 ACRES

OUT OF THE AARON WEST SURVEY,
ABSTRACT NO. 979
COLLIN COUNTY, TEXAS

SITE ADDRESS:
1202 TROY ROAD
WYLIE, TEXAS 75098



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-45 for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N. State Highway 78 (ZC 2023-13).

Recommendation

Motion to approve the Item as presented.

Discussion

On September 12, 2023 City Council approved the writing of an ordinance for a change in zoning from Agricultural (AG/30) to Commercial Corridor - Special Use Permit (CC-SUP) on 0.821 acres to allow for Drive-Through Restaurant. Property located at 2009 N. State Highway 78 (ZC 2023-13).

Final approval of Zoning Case 2023-13 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

ORDINANCE NO. 2023-45

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 2023-13, FROM COMMERCIAL CORRIDOR (CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP), TO ALLOW FOR A RESTAURANT WITH DRIVE-THRU USE; 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 a Zoning Exhibit are an integral component of the development of the property and are 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 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: October 4, 2023 in *The Wylie News*

LEGAL DESCRIPTION

0.821 Acres
Francisco De La Pina Survey, Abstract No. 688
City of Wylie
Collin County, Texas

SITUATED in the City of Wylie, in the Francisco De La Pina Survey, Abstract No. 688 of Collin County, Texas and being part of that certain called 3.15 acre tract of land described as "Tract 2" in a deed to Upwind Capital Partners, LLC, recorded in Document No. 20160223000207210, Deed Records, Collin County, Texas (D.R.C.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "RPLS 5587", found on the south right-of-way line of State Highway 78 (a variable width right-of-way) for the northeast corner of the above described 3.15 acre Upwind Capital Partners tract and same being the northwest corner of Lot 1, Block A of Shahi Group Addition, an addition to the City of Wylie, according to the plat thereof, recorded in Volume 2006, Page 486, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE: South 00 deg. 48 min. 34 sec. West, departing from said State Highway 78, along the common line of said 3.15 acre tract and said Lot 1, Block A of Shahi Group Addition, a distance of 350.67 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southeast corner of this hereinafter described parcel of land, from which a 3/4 inch iron rod found at the southeast corner of said 3.15 acre tract bears S00 deg. 48 min. 34 sec. West – 305.74 feet;

THENCE: North 89 deg. 11 min. 26 sec. West, departing from said common line, over & across said 3.15 acre tract, a distance of 102.00 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of this parcel of land;

THENCE: North 00 deg. 48 min. 34 sec. East, continuing across said 3.15 acre tract, a distance of 350.90 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set on the north line of said 3.15 acre tract and the south right-of-way line of the above described State Highway 78, for the northwest corner of this parcel of land;

THENCE: South 89 deg. 03 min. 41 sec. East, along the common line of said 3.15 acre tract and said State Highway 78, a distance of 102.00 feet to the **POINT OF BEGINNING** and containing **35,780 square feet or 0.821 acres of land.**

Prepared Under My Hand & Seal,
 This 16th Day of June, 2023.



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



EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT
WYLIE – DUTCH BROS TX1808
SUP 2023-13

I. PURPOSE:

This Planned Development District shall be established to provide Commercial use, including restaurant w/ drive thru to support the economic growth within the region.

II. GENERAL PROVISIONS:

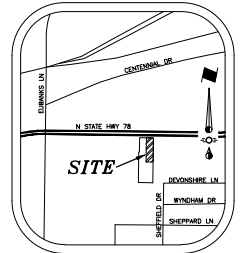
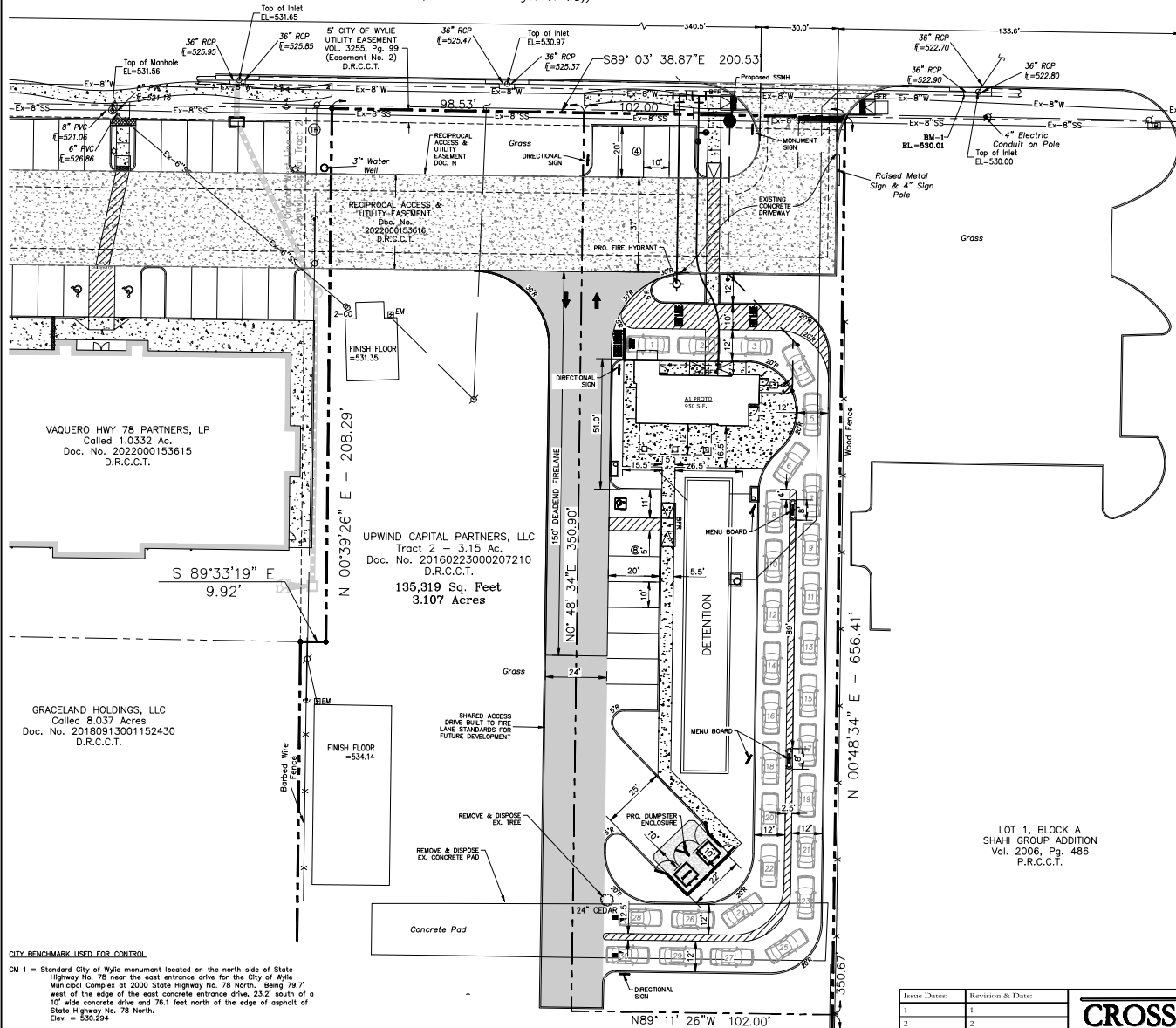
1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. This Planned Development District shall not affect any regulations of the Commercial Corridor District (CC) set forth in Article 4, Section 4.1, of the Comprehensive Zoning Ordinance (adopted as of June 2023) except as specifically provided herein.

III. SPECIAL CONDITIONS:

1. All allowed uses in the Commercial Corridor District (CC), as set forth in Article 5 of the Comprehensive Zoning Ordinance (adopted as of June 2023), in addition to those listed in this paragraph shall be allowed by-right uses.
 - a. Restaurant with Drive-in or Drive-through Service
2. The subject property shall be developed in conformance with all regulations of the Commercial Corridor Zoning District set forth in, Section 4.3, and Section 5.2 of the Zoning Ordinance (adopted as of June 2023) in every respect with exception to the uses indicated in Section III.1, above, and the following:
 - a. Remove the maximum parking requirement.
 - Due to the small building footprint of a Dutch Bros store, the maximum parking is reached quickly. There are typically 10 shift employees. A 950 square foot building would only allow for 9 parking spaces.
3. The Zoning Exhibit (Exhibit C) shall serve as the Site Plan or the Dutch Bros Coffee Development. Approval of the SUP shall act as site plan approval.

NORTH STATE HIGHWAY NO. 78

(Variable Width Right-of-way)



VICINITY MAP
NTS

LEGEND

- Existing Concrete
- Proposed Firelane Concrete
- Proposed Sidewalk
- Barrier Free Ramp

REFER TO BUILDING PLANS
FOR ALL SIGNAGE DETAILS
REFER ESNA FOUNTAIN
DRAWINGS FOR SIGN FOOTINGS

SITE DATA TABLE	
A PORTION OF TRACT 2	
LOT SIZE	0.821 ACRES
	35,780.29 SF
EXISTING ZONING	CC
PROPOSED ZONING	CC (SUP)
BUILDING HEIGHT	24'
USE / BUILDING AREA	
RESTAURANT	950 SF
REQUIRED PARKING	
RESTAURANT W/ DRIVE THRU (1 PER 150 S.F.)	7 SPACES
PARKING PROVIDED	12 SPACES
PROVIDED PARKING RATIO	1/80
HANDICAP REQUIRED	1 SPACES
HANDICAP PROVIDED	1 SPACES
BUILDING COVERAGE	2.66%
LANDSCAPE AREA REQUIRED	7,156 SF - 20%
LANDSCAPE AREA PROVIDED	9,469 SF - 26.5%

* PARKING PROVIDED TOTAL INCLUDES HC PARKING

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Mitchell Mulholland

ARCHITECT:
Coralic Architecture
9700 Moskalee Road, Suite 222
St. Louis, Missouri 63123
Phone (314) 578-4953
Contact: Edin Coralic

SURVEYOR:
Ringley & Associates, Inc.
701 S. Tennessee
McKinney, Texas 75069
Phone (972) 542-1266
Fax (972) 542-8682
Contact: Lawrence Ringley

DEVELOPER
Main & Main Capital Group LLC
5750 Genesis Ct, Suite 103
Frisco, Texas 75034
Phone (817) 219-8266
Contact: Robert Vann

STOP!
CALL BEFORE YOU DIG



(@) least 72 hours prior to digging

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

CITY BENCHMARK USED FOR CONTROL

CM 1 = Standard City of Wylie monument located on the north side of State Highway No. 78 near the east entrance drive for the City of Wylie Municipal Complex at 2000 State Highway No. 78 North, being 79.7' west of the edge of the east concrete entrance drive, 23.2' south of the 10' wide concrete drive and 76.1 feet north of the edge of asphalt of State Highway No. 78 North.
Elev. = 530.294

CM 2 = Standard City of Wylie monument located north of State Highway No. 78 and west of South Ballard Street near the southeast corner of the building located at 104 South Ballard Street, being 10' feet west of the southwest corner of building located at 104 South Ballard Street and 10.4' south of building located at 104 South Ballard Street.
Elev. = 550.238

SITE BENCHMARK

BM-1 = "X" in the southwest corner of a concrete curb inlet on the south side of State Highway No. 78, being 47.5 east of the northeast corner of the subject property.
Elev.=530.01

LOT 1, BLOCK A
SHAHJI GROUP ADDITION
Vol. 2006, Pg. 486
P.R.C.C.T.

Issue Dates	Revision & Date
1	1
2	2
3	3
4	4
5	5
6	6

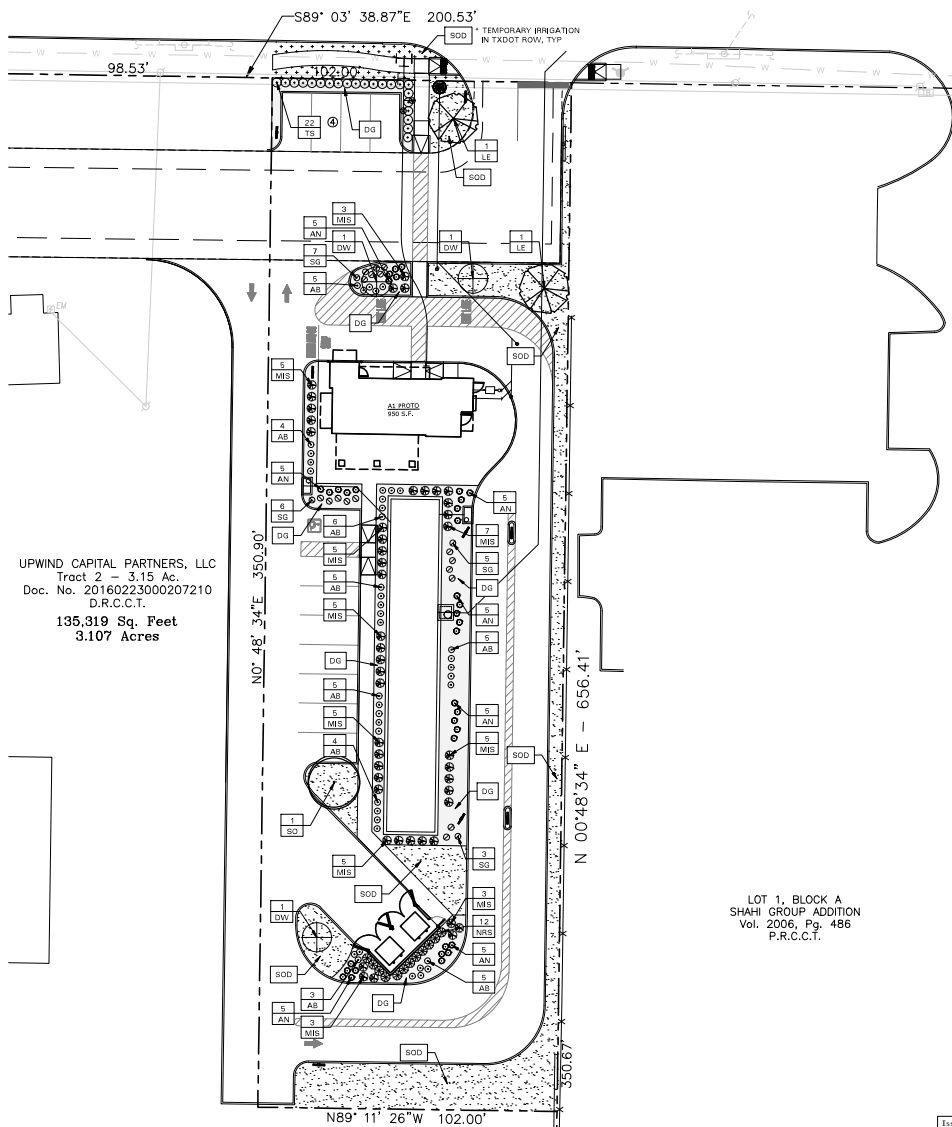
CROSS ENGINEERING CONSULTANTS		
1720 W. Virginia Street 972.562.4409	McKinney, Texas 75069 Texas P.E. Firm No. F 3915	
Drawn By: C.E.C.L.	Checked By: C.E.C.L.	Scale: 1"=20'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF JON
DAVID CROSS, P.E., NO.
82618 ON 7/18/23. IT
IS NOT TO BE USED
FOR CONSTRUCTION
PURPOSES.

SITE PLAN		Sheet No.
DUTCH BROS - TX1808		SP
MAIN & MAIN CAPITAL GROUP LLC		Project No. 23017
WYLIE, TEXAS		

STATE HIGHWAY NO. 78

(Variable Width Right-of-way)



SCALE: 1" = 20'-0"

0 10 20 40



4245 North Central Express
Suite 501
Dallas, Texas 75206
214.955.7192 office

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, WEEDING, WATERING, FERTILIZING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THE PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
DW	<i>Chloris linearis</i>	Dwarf Willow	3	30 gal.	container grown, 3-5 trunk, 8" ht. min., 4" spread min.
1F	<i>Ulmus parvifolia 'Sempervirens'</i>	European Elm	2	3" cal.	container grown, 17' ht., 4" spread, 4" branching ht., matching
AB	<i>Quercus shumardii</i>	Shumard Oak	1	3" cal.	container grown, 17' ht., 4" spread, 4" branching ht., matching
SHRUBS/GROUND COVER					
AN	<i>Abelia grandiflora 'Rose Creek'</i>	Dwarf Abelia 'Rose Creek'	42	5 gal.	container full, 20" spread
AN	<i>Juniperus tobinia 'Andorra'</i>	Andorra Juniper	35	5 gal.	container full, 20" spread
MIS	<i>Miscanthus sinensis 'Adagio'</i>	Miscanthus 'Adagio'	46	5 gal.	container full
NRS	<i>Ilex exp. 'Nella R. Stevens'</i>	Nella R. Stevens Holly	12	7 gal.	container full to base, 36" ht., 48" o.c.
SG	<i>Salvia creata 'Red'</i>	Salvia Cressal	21	5 gal.	container full, 20" spread
TS	<i>Leucanthemum Froeseana 'Green Cloud'</i>	Texas Sage 'Green Cloud'	22	5 gal.	container full, 20" spread, 36" o.c.
SDG	<i>Cynodon dactylon</i>	Common Bermudagrass			solid sod, refer to notes
DO		Decomposed Granite			4" depth, compacted in 1" lifts with weed barrier fabric

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDED AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADES. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.

LANDSCAPE TABULATIONS

THE CITY OF WYLIE, TEXAS

SITE LANDSCAPE

- Twenty (20%) percent of the site to be landscape area.

Total Site Area: 35,780 s.f. (0.821 AC)

Required: 7,156 s.f. (20%) Provided: 7,156 s.f. (20%)

VISUAL SCREENING

- Required screening strip at least 5' wide.
- Evergreen shrubs, 3' ht. at time of planting.
- One (1) ornamental tree per 20 l.f. of visual screen.

Visual Screen: 48 l.f.

Required: 5' screening strip Provided: 5' screening strip

Evergreen shrubs, 3' ht. Evergreen shrubs, 3' ht.

(3) ornamental trees (3) ornamental trees

provided in alternate location on site due to utility conflict.

PARKING LOT LANDSCAPE

Site Plans requiring more than 12 spaces

- Fifty (50) s.f. of landscape area per parking space.
- No parking space further than sixty (60') feet from landscape area on site.
- All parking rows shall have landscape areas at least every twelve (12) parking spaces.

Parking Spaces: 12

Required: 600 s.f. Provided: 600 s.f.

All spaces within 60' of landscape area All spaces within 60' of landscape area

Landscape area at least every 12 parking spaces Landscape area at least every 12 parking spaces

STREET FRONTAGE LANDSCAPE

- At least Fifty (50%) percent of the required yard developed as landscaped buffer, at least ten (10') feet in width.
- Trees, three (3") inch cal. min. 40' from landscape area.
- Four (4") foot min. meandering concrete walkway.

S.W. 78: 65 l.f. (including driveway)

Required: 5' landscape buffer Provided: 5' landscape buffer

(2) trees, 3" cal. (2) trees, 3" cal.

4' meandering concrete walkway 4' meandering concrete walkway

DESIRABLE LANDSCAPE REQUIREMENTS USED

- Landscaping in side and rear yard not otherwise required.
- Parking lots with no space further than 40' from landscape area.
- Landscaped pedestrian connection to main entrance.
- Landscaping 10% or more in excess of 50 sq.ft./space.

Issue Dates:	Revision & Date:
1	1
2	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia Street
972.562.4899
McKinney, Texas 75069
Lic. No. P.E. 8-5105

Drawn By: RMT
Checked By: KAH
Scale: 1" = 20'-0"

LANDSCAPE PLAN

DUTCH BROS - TX1808

MAIN & MAIN CAPITAL GROUP LLC
WYLIE, TEXAS

Sheet No.

L1.01

Project No. 23017

WYLIE DUTCH BROS

113



3 COAT STUCCO FINISH
SW DB LIGHT GRAY

3 COAT STUCCO FINISH
SW DB DARK GRAY

NICHIHA ILLUMINATION
SERIES PREFINISHED FIBER
CEMENT BOARD - 18"
EXPOSURE X 72" LONG
PANELS

ELDORADO STONE- CULTURED STONE
VENEER- BANFF SPRINGS CLIFFSTONE SERIES

EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH, REVEALS AS SHOWN	COLOR: BLDG DB DARK GRAY
1B	STUCCO	DRYVIT	CCP-2 SYSTEM, SANDPEBBLE FINE E FINISH, REVEALS AS SHOWN	COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 1818 w/ MATCHING PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.
	STONE SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL	COLOR: PEWTER
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIZES: COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	COLOR: PER MFR.

NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY



ARCHITECT
CORALIC, LLC
EDIN CORALIC
6700 MACKENZIE ROAD, STE. 222
ST. LOUIS, MO 63123
p. 314.578.4953
edc@coralicarchitect.com

STRUCTURAL ENGINEER
JAMES C. KREHER
JCM KREHER
208 N. MAIN STREET
COLUMBIA, IL 62230
p. 618.281.8505
jpk@kreherengineering.com

MEP ENGINEER
Case Engineering
LAWRELL H. CASE
798 MERUS CT.
FENTON, MO 63026
T. 636.349.1600 F. 636.349.1730
dcase@caseengineeringnc.com



06.15.2023

Project No: TX1808
Dutch Bros Coffee - New Freestanding Store
2001 N. STATE HWY. 78
WILEY, TX 75086
for Dutch Bros Coffee
110 SW 4th St.
Grande Pass, OR 97526

ISSUED FOR PERMIT:
06.15.2023

REV.	DATE	DESCRIPTION

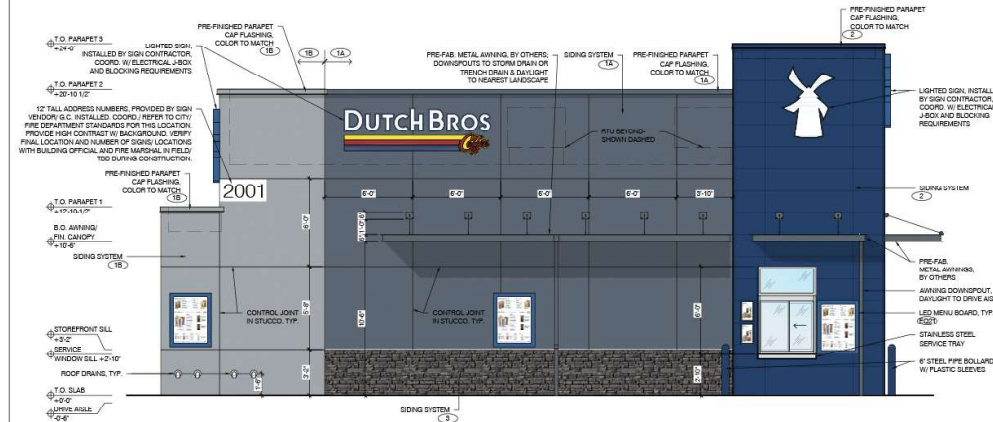
3/381 NAME:

BUILDING ELEVATIONS

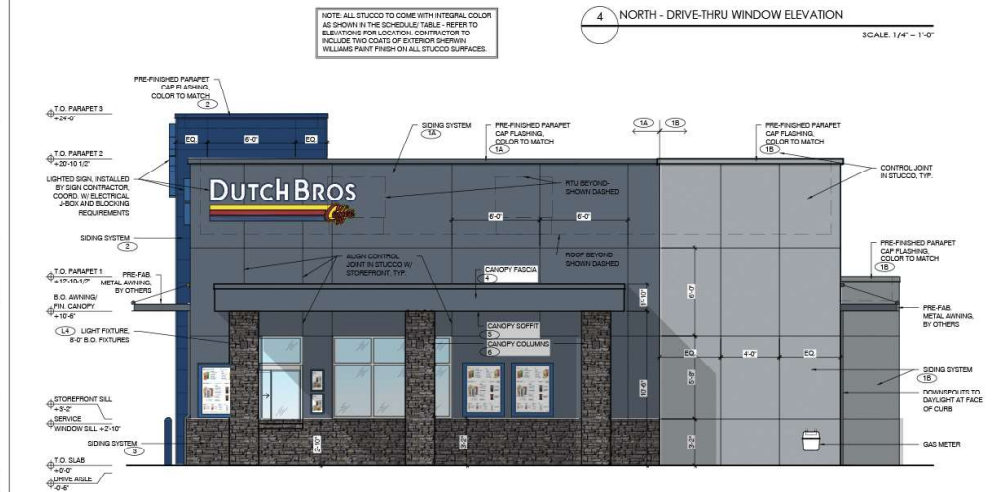
SHEET NUMBER:

A6.1

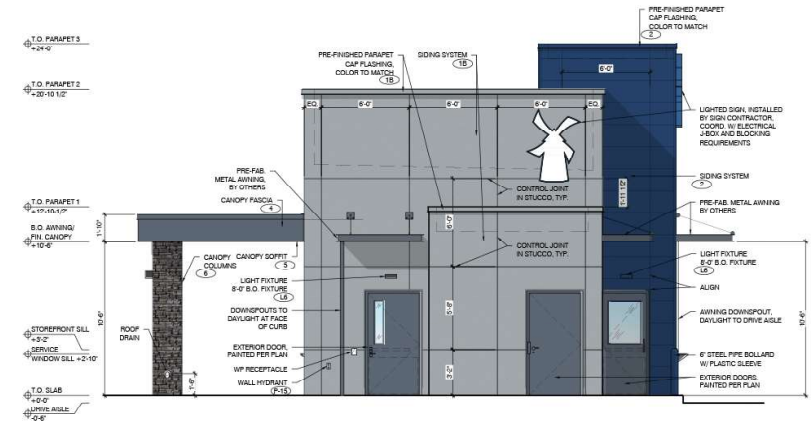
© 2022 CB Franchising USA, LLC



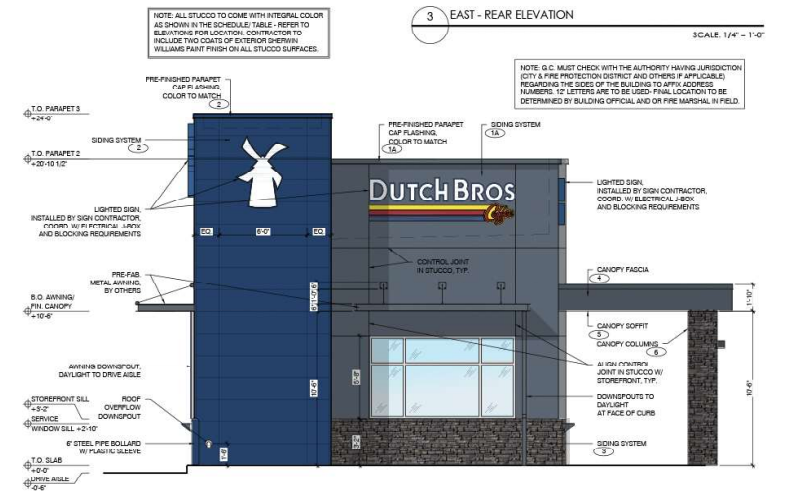
4 NORTH - DRIVE-THRU WINDOW ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH - WALK-UP WINDOW ELEVATION
SCALE: 1/4" = 1'-0"



3 EAST - REAR ELEVATION
SCALE: 1/4" = 1'-0"



1 WEST - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat of Wylie Retail Office Park, Lot 2R, Block A, being a Replat of Lots 2 and 3, Block A of Wylie Retail Office Park, establishing one commercial lot on 2.595 acres, generally located at 2045 N. State Highway 78.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Chang Chuan Ye

APPLICANT: Triangle Engineering

The applicant has submitted a Replat to create Lot 2R, Block A of Wylie Retail Office Park. The property is generally located at 2045 N. State Highway 78. The purpose of the plat is to combine Lots 2 and 3, Block A of Wylie Retail Office Park for the development of a multi-tenant retail building.

This plat is dedicating Right of Way for the future widening of Kreymer Lane and relocating an existing access and utility easement.

Access to the site is provided by an existing driveway that connects to Kreymer Lane and to the adjacent properties to the north and west.

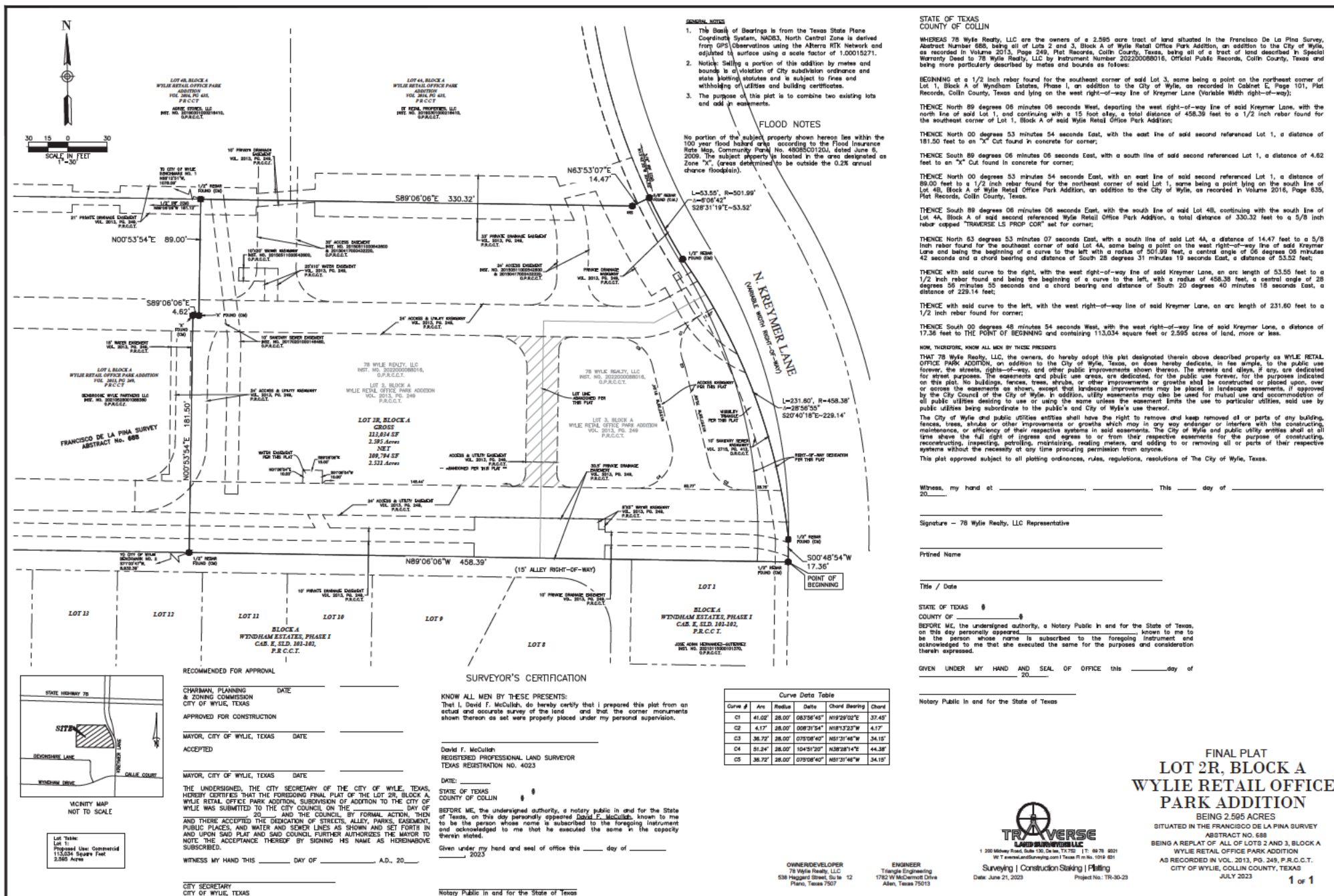
The site plan for Lot 2R, Block A of Wylie Retail Office Park was approved by P&Z in September 2023.

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

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

P&Z Discussion

The Commission voted 6-0 to recommend approval.





Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-46 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).

Recommendation

Motion to approve the Item as presented.

Discussion

On September 12, 2023 City Council approved the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.985 acres to allow for Automobile Repair Major use. Property located north of 451 Westgate Way (ZC 2023-12).

Final approval of Zoning Case 2023-12 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. 2023-46

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 2023-12, FROM COMMERCIAL CORRIDOR (CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP), TO ALLOW FOR AN AUTOMOTIVE REPAIR, MAJOR USE; 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 a Zoning Exhibit are an integral component of the development of the property and are 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 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: October 4, 2023 in *The Wylie News*

Exhibit "A"
Legal Description

Being 1.985 acres on all of Tract 25 of the EC Davidson Survey A0266.

Texas Collision Center

EXHIBIT "B"

Conditions For Special Use Permit

I. PURPOSE:

The purpose of this Special Use Permit is to allow for an automobile collision repair center use classified as Automobile Repair, Major.

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of June 2023), except as specifically provided herein.
2. The design and development of the development shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. The development shall provide a wooden board on board 8' tall screening fence with tree plantings every 30' - 40' apart.

[illegible]

COPYRIGHT NOTICE
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PROFESSIONAL SEAL

PROFESSIONAL CIVIL ENGINEER

PROJECT MANAGER**PROJECT DESIGNER**

PROJECT NUMBER

**TEXAS COLLISION CENTER
CONCEPTUAL SITE PLAN
WESTGATE WAY
WYLLIE, TX**

SHEET TITLE

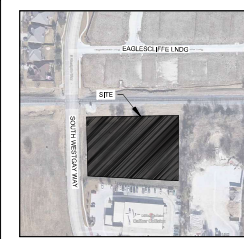
**CONCEPTUAL
SITE PLAN**

SHEET NUMBER

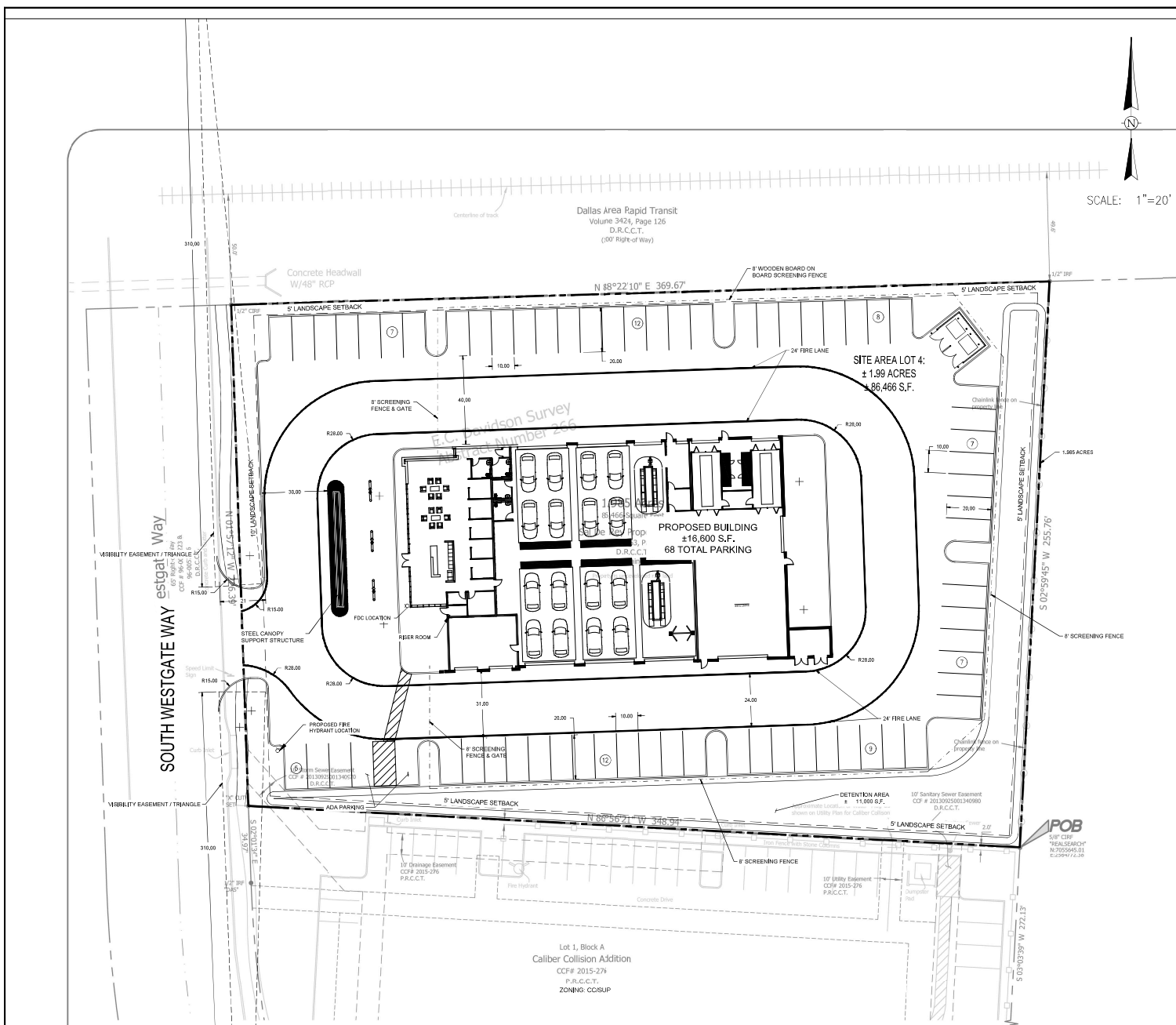
C-1.0



Know what's **below**.
Call before you dig.



VICINITY MAP
NOT TO SCALE



[illegible]

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PROFESSIONAL SEAL

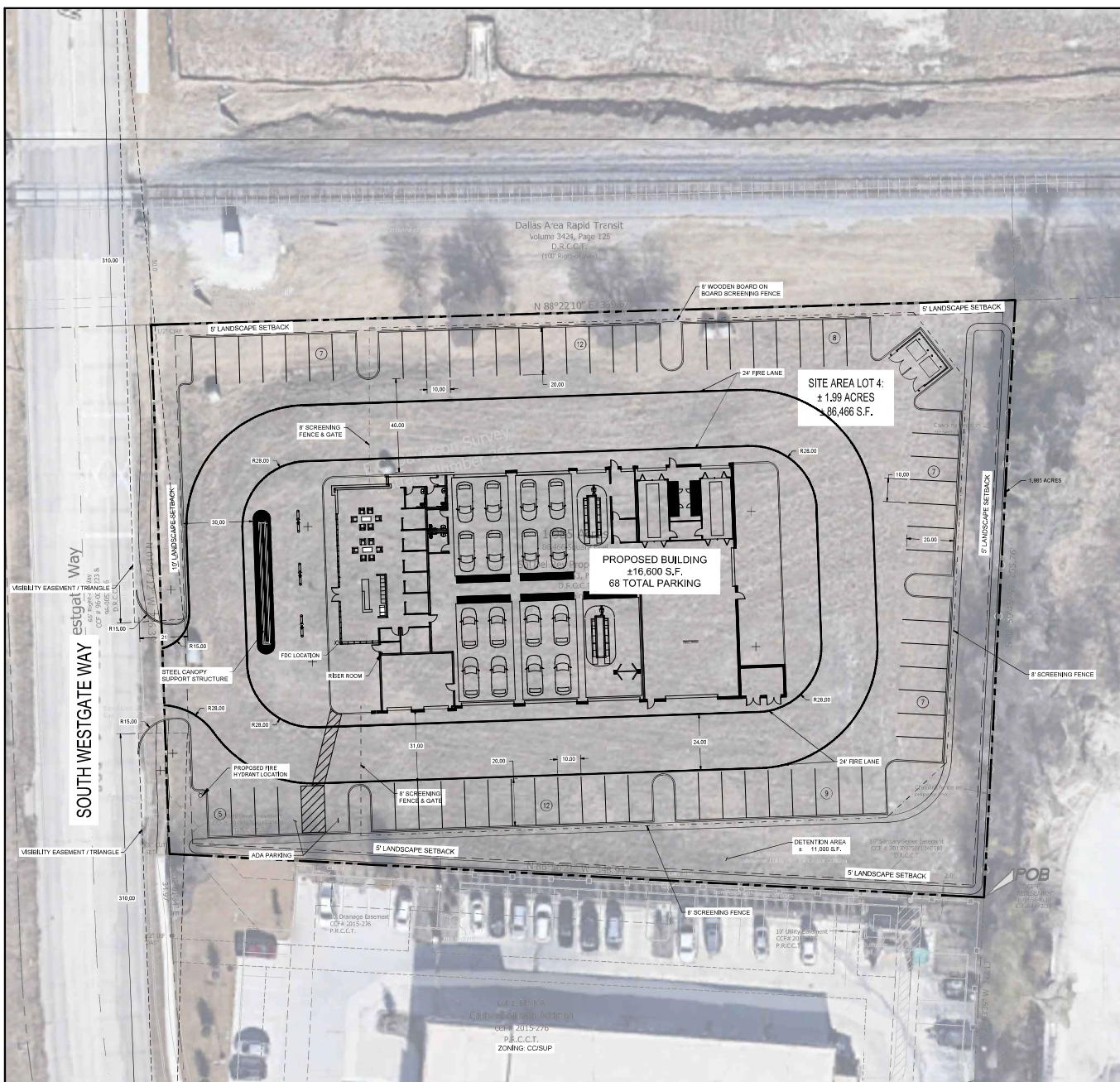
PROFESSIONAL CIVIL ENGINEER
NARCISO LIRA
PROJECT MANAGER
CODY MOORE
PROJECT DESIGNER
CWM
PROJECT NUMBER
PROJECT NAME

**TEXAS COLLISION CENTER
CONCEPTUAL SITE PLAN
WESTGATE WAY
WYLIE, TX**

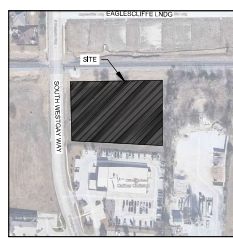
SHEET TITLE

**CONCEPTUAL
SITE PLAN**

SHEET NUMBER
C-1.1



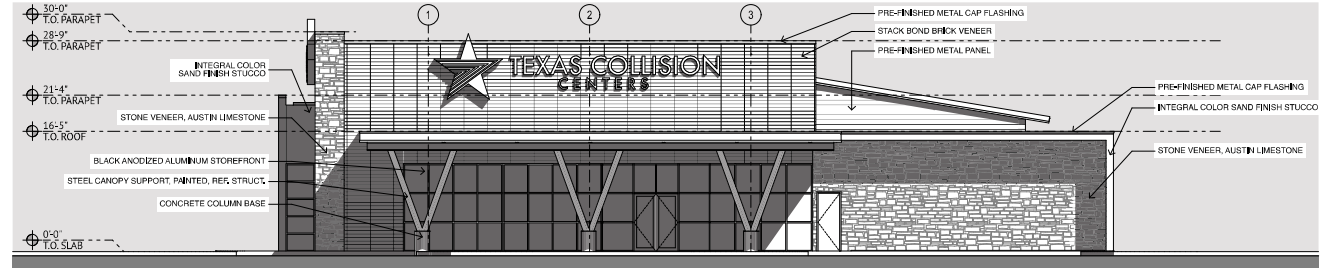
SCALE: 1"=20'



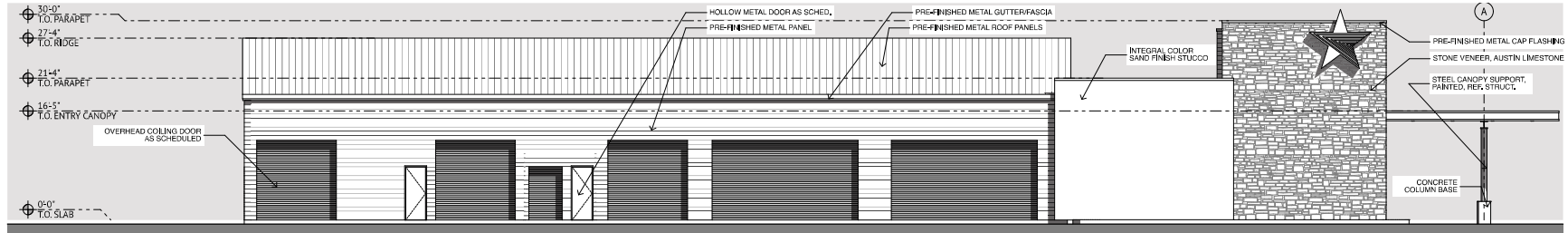
VICINITY MAP
NOT TO SCALE



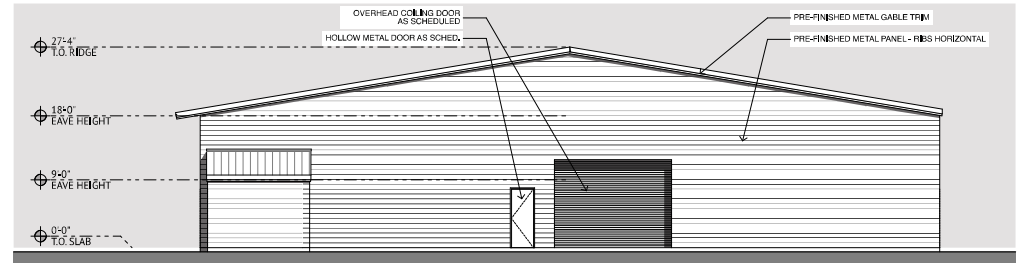
Know what's **below**.
Call before you dig.



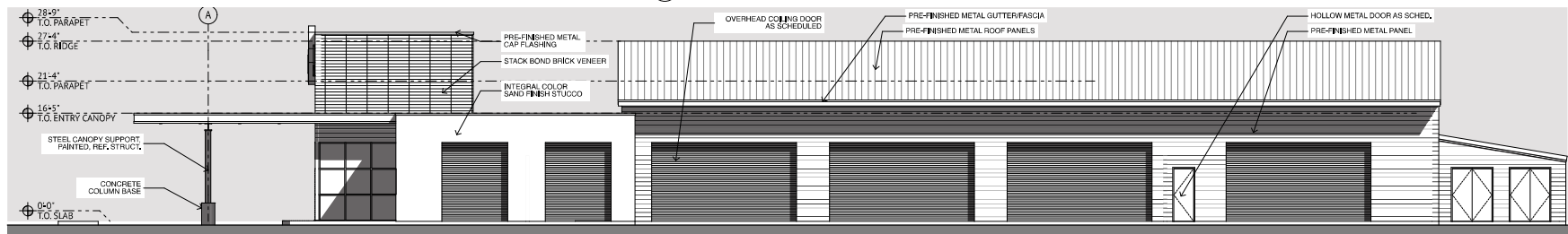
1 WEST ELEVATION
SCALE 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE 1/8" = 1'-0"



3 EAST ELEVATION
SCALE 1/8" = 1'-0"



4 WALL SECTION
SCALE 1/8" = 1'-0"



Wylie City Council

AGENDA REPORT

Department: Police
Prepared By: Anthony Henderson

Account Code: _____

Subject

Consider, and act upon, a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Farmersville, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of the First Amendment to Interlocal Cooperation Agreement for Jail Services with the City of Farmersville is to update Section 3.01 (Jail Fees).

The ILA will outline compensation for service rendered to this agency by the Wylie Jail.

First Amendment to Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement dated January 12, 2022, which is incorporated herein by reference for all purposes ("**Original Agreement**"), and together with this First Amendment, (the "**Agreement**"), wherein Agency contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Farmersville Police Department.
2. The parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

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

Section 1: Amendment to Original Agreement, Section 3.01 (Jail Fees):

Section 3.01 (Jail Fees) of the Original Agreement is hereby amended to read as follows:

"3.01 Jail Fees

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("**Detainee Fee**"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee for the first 24 hour period in custody. Each additional 24-hour period will constitute a separate day and an additional one hundred twenty-five dollars (\$125) per detainee will be charged until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("**Notice of Fee Increase**") unless Wylie receives written notice to terminate this Agreement from Agency prior to the expiration of such forty-five (45) day period."

Section 2: Defined Terms

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

Section 3: Ratification

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

Section 4: Controlling Agreement

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

Section 5: Entire Agreement/First Amendment

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

Section 6: Authority to Execute

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

Section 7: Counterparts

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

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

City of Wylie, Texas

By: _____
 Print Name: Brent Parker
 Title: City Manager

Date: _____

Agency: City of Farmersville, Texas

By: 
Print Name: Bryon Wiebold
Title: Mayor

Date: September 12, 2023





Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-47 of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation), Article VIII (Planting, Maintaining Trees, Shrubs on Public Property), Section 78-256(b)(3)a. (Adjacent Landowner Responsibility); increasing the required clearance height of trees and shrubs that extend over the curb line; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Recommendation

Motion to approve the Item as presented.

Discussion

The City Ordinance allows property owners to plant shrubs and trees along a street in an area that is adjacent to their property but in the public ROW, an example of which is shown as the highlighted area in the aerial. However, the ordinance does require the property owner to maintain any trees or shrubs that are in that area.

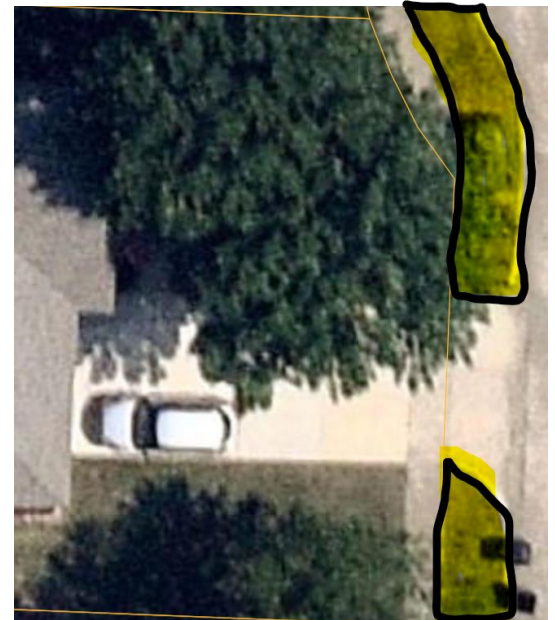
While this ordinance is overall beneficial as it creates an aesthetically improved streetscape and can reduce temperatures by shading the concrete, there can be an issue with low overhanging trees. Staff is recommending an amendment to Section 78-256(b)(3)a. of the City of Wylie Code of Ordinances to increase the clearance height from 13' to 15'. The amendment is recommended to afford clearance of certain public service vehicles, such as utility and fire trucks.

The amendment only affects trees that overhang the street itself and nothing within the private property.

The amended ordinance will read as follows:

(3) *Create a traffic hazard.*

a. Property owners must maintain a clear space of eight feet above the surface of a sidewalk and 15 feet above the curb line of an adjacent street. In any event, no tree, shrub or other landscaping shall interfere with the free passage of vehicles on the street or of pedestrians on the sidewalk or obscure the view of motor vehicle operators of any traffic-control device or street sign, visibility triangle, or otherwise create a traffic hazard and shall at all times comply with city rules, regulations and ordinances.



ORDINANCE NO. 2023-47

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 78 (PARKS AND RECREATION), ARTICLE VIII (PLANTING, MAINTAINING TREES, SHRUBS ON PUBLIC PROPERTY), SECTION 78-256(B)(3)A. (ADJACENT LANDOWNER RESPONSIBILITY); INCREASING THE REQUIRED CLEARANCE HEIGHT OF TREES AND SHRUBS THAT EXTEND OVER THE CURB LINE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it is in the best interest of the City of Wylie, Texas ("Wylie") to increase the clearance height of trees and shrubs in the public right-of-way; and

WHEREAS, the City Council further finds that it is a reasonable exercise of its police power to regulate said clearance height; and

WHEREAS, the City Council has found that it would be advantageous and beneficial to the citizens of Wylie to adopt said amendments;

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

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

SECTION 2: Amendment to Chapter 78 (Parks and Recreation), Article VIII (Planting, Maintaining Trees, Shrubs on Public Property), Section 78-256(b)(3)a. (Adjacent Landowner Responsibility) of the Wylie Code of Ordinances. Chapter 78 (Parks and Recreation), Article VIII (Planting, Maintaining Trees, Shrubs on Public Property), Section 78-256(b)(3)a. (Adjacent Landowner Responsibility) of the Wylie Code of Ordinances; is hereby amended to increase the required clearance height of trees and shrubs that extend over the curb line from "13 feet" to "15 feet" as follows:

"Sec. 78-256. - Adjacent landowner responsibility.

...

(3) Create a traffic hazard.

- a. Property owners must maintain a clear space of eight feet above the surface of a sidewalk and 15 feet above the curb line of an adjacent street. In any event, no tree, shrub or other landscaping shall interfere with the free passage of vehicles on the street or of pedestrians on the sidewalk or obscure the view of motor vehicle operators of any traffic-control device or street sign, visibility triangle, or otherwise create a traffic hazard and shall at all times comply with city rules, regulations and ordinances.

..."

SECTION 3: 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 4: 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 5: AMENDMENTS. For clarity in reading amendments to the Wylie Code of Ordinances, any language intended to be added to the code may be underscored in the amending ordinance, and any language intended to be deleted from the code may be placed in brackets and stricken through. These markings, when used, and the deleted portions shall be removed when amendments are printed in the code. The amended provisions as set forth in this Ordinance have also been renumbered for ease of reading.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 26th day of September, 2023.

Matthew Porter, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

Stephanie Storm, City Secretary

Date of publication: October 4, 2023 in *The Wylie News*



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-48 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of a 0.697-acre tract of land located in the Hunters Glen Addition, Lot 1, Blk 1, located at 101 Hunters Glen Drive.

Recommendation

Motion to approve the Item as presented.

Discussion

In the 88th regular session of the Texas Legislature in 2023, Senate Bill 2038 created the ability for property owners to petition a municipality to be released from that municipality's extraterritorial jurisdiction (ETJ). The law requires the petitioner supply certain information and the City Secretary to verify that information. Once the petition has been verified, the governing body (City Council) must act on the petition, and as long as all requirements are met as set forth in Sec 42.104 of the Texas Local Government Code, approve the release as required by Sec 42.105.

The City Secretary received a petition for the release of Lot 1, Blk 1, of Hunters Glen Addition (101 Hunters Glen Drive) in Dallas County. The property is located approximately $\frac{3}{4}$ of a mile south of the City limits down Vinson then Whitley Roads. After reviewing and verifying the petition, City staff has prepared an Ordinance (attached) to release the property from the ETJ as requested.

Staff recommends approval of the Ordinance.

ORDINANCE NO. 2023-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, RELEASING A PORTION OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION, CONSISTING OF A 0.697± ACRE TRACT OF LAND LOCATED IN THE HUNTERS GLEN ADDITION, LOT 1, BLK 1, DALLAS, DALLAS COUNTY, TEXAS, GENERALLY LOCATED AT 101 HUNTERS GLEN, DALLAS, DALLAS COUNTY, TEXAS, AND CONTRACTING THE BOUNDARY LIMITS OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION ACCORDINGLY; PROVIDING A SAVINGS/ REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Rosser P. Miller, III ("Landowner") is the sole owner of real property within that certain area of land consisting of 0.697± acres located in the Hunters Glen Addition, Lot 1, Blk 1, Dallas, Dallas County, Texas; and

WHEREAS, the Landowner submitted a Petition to the City of Wylie, Texas ("Wylie"), requesting a release of the Property from Wylie's extraterritorial jurisdiction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Landowner's Petition satisfies the requirements set forth in Texas Local Government Code Section 42.103; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens and the Landowner to release the Property from Wylie's extraterritorial jurisdiction under the authority of Chapter 42 of the Texas Local Government Code, including Section 42.023 and Section 42.103 of the Texas Local Government Code, and the Wylie City Charter; and

WHEREAS, the City Council finds that Wylie has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 42 of the Texas Local Government Code and the Wylie City Charter; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and other requirements for releasing the Property from Wylie's extraterritorial jurisdiction have been performed and completed in the manner and form required by law.

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

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

SECTION 2: Property Released from Extraterritorial Jurisdiction. The Property is hereby released from Wylie's extraterritorial jurisdiction, and the boundary limits of Wylie's extraterritorial jurisdiction are contracted accordingly. The City Manager and/or his designee shall take all necessary steps to amend the official map of Wylie to show that the Property is released and removed from Wylie's extraterritorial jurisdiction. No other release of or reduction in Wylie's extraterritorial jurisdiction is intended except as expressly set forth in this Ordinance. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 3: Savings/Repealing. 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 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 26th day of September, 2023.

Matthew Porter, Mayor

**ATTESTED TO AND
CORRECTLY RECORDED BY:**

Stephanie Storm, City Secretary

Exhibit A - 6 pgs.

**Subsection 42.102(b), Texas local Government Code
Petition for ETJ Release**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

The undersigned Rosser P Miller, III, a Texas citizen (the "Petitioner"), acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petitions the City of Wylie, Texas (the "City") for the release of the property described and depicted on Exhibit A (the "Property"), a copy of which is attached hereto and incorporated herein, from the City's extraterritorial jurisdiction ("ETJ"). The Petitioner resides at 101 Hunters Glen, Wylie, Texas 75098-6235. The Property is currently located within the City's ETJ, and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Property is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. The undersigned is the sole owner of the Property and holds title to the Property, as indicated by the tax rolls of the Dallas Central Appraisal District. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Property from the City's ETJ; and (b) if the City fails to take action to release the Property from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Property is released from the City's ETJ by operation of law.

SUBMITTED this 1st day of September, 2023.

PETITIONER:

Rosser P. Miller, III

Signature: Rosser P. Miller III

Petitioner's Printed Name: Rosser Preston Miller, III

Petitioner's Date of Birth: July 25, 1964

Petitioner's address of residence: 101 Hunters Glen, Wylie, Texas 75098-6235

Petitioner's address listed on voter registration: 101 Hunters Glen, Wylie, Texas 75098-6235

Petitioner's voter registration number: 1174265740

Date of Execution: Sept 01, 2023

THE STATE OF TEXAS

§

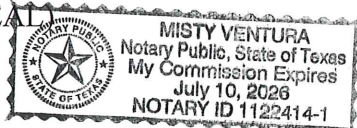
§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on September 1, 2023, by Rosser P. Miller, III, the owner of 101 Hunters Glen, Wylie, Texas 75098-6235, in his capacity as owner.

(NOTARY SEAL)



Misty Ventura
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION AND DEPICTION OF THE PROPERTY
(INCLUDES DEED, SURVEY AND TAX INFORMATION)

101 Hunters Glen
Wylie, Texas 75098-6235

Dallas Central Appraisal District Residential Account #60003200010010000

American File No. 288778-X/ER/JMM
 GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY

THE STATE OF TEXAS }

COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS:

THAT RALPH W. TODD

PD00 7.00
 TOTL 7.00
 A001 0028 0000000 1929 8:24AM 12/29/93

(hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by

ROSSER P. MILLER III, A SINGLE PERSON

whose address is 101 HUNTERS GLENN, DALLAS, TX 75098

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of

Fifty Six Thousand and No/100

(\$56,000.00)

payable to the order of AMCAP MORTGAGE, INC.

(hereinafter referred to as "BENEFICIARY") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to JAN C. BROWN

Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

Being Lot 1, Block 1 of HUNTERS GLEN ADDITION, an Addition in the County of Dallas, Texas, according to the Plat thereof recorded in Volume 85182, Page 1473, Map Records, DALLAS County, Texas.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 17th day of December, 1993

Ralph W. Todd
 RALPH W. TODD

THE STATE OF TEXAS:
 COUNTY OF

This instrument was acknowledged before me on December 17, 1993
 by RALPH W. TODD

RETURN TO:
 ROSSER P. MILLER III
 101 HUNTERS GLENN
 DALLAS, TX 75098



J. MONTE MOORE, JR.
 MY COMMISSION EXPIRES
 March 25, 1997

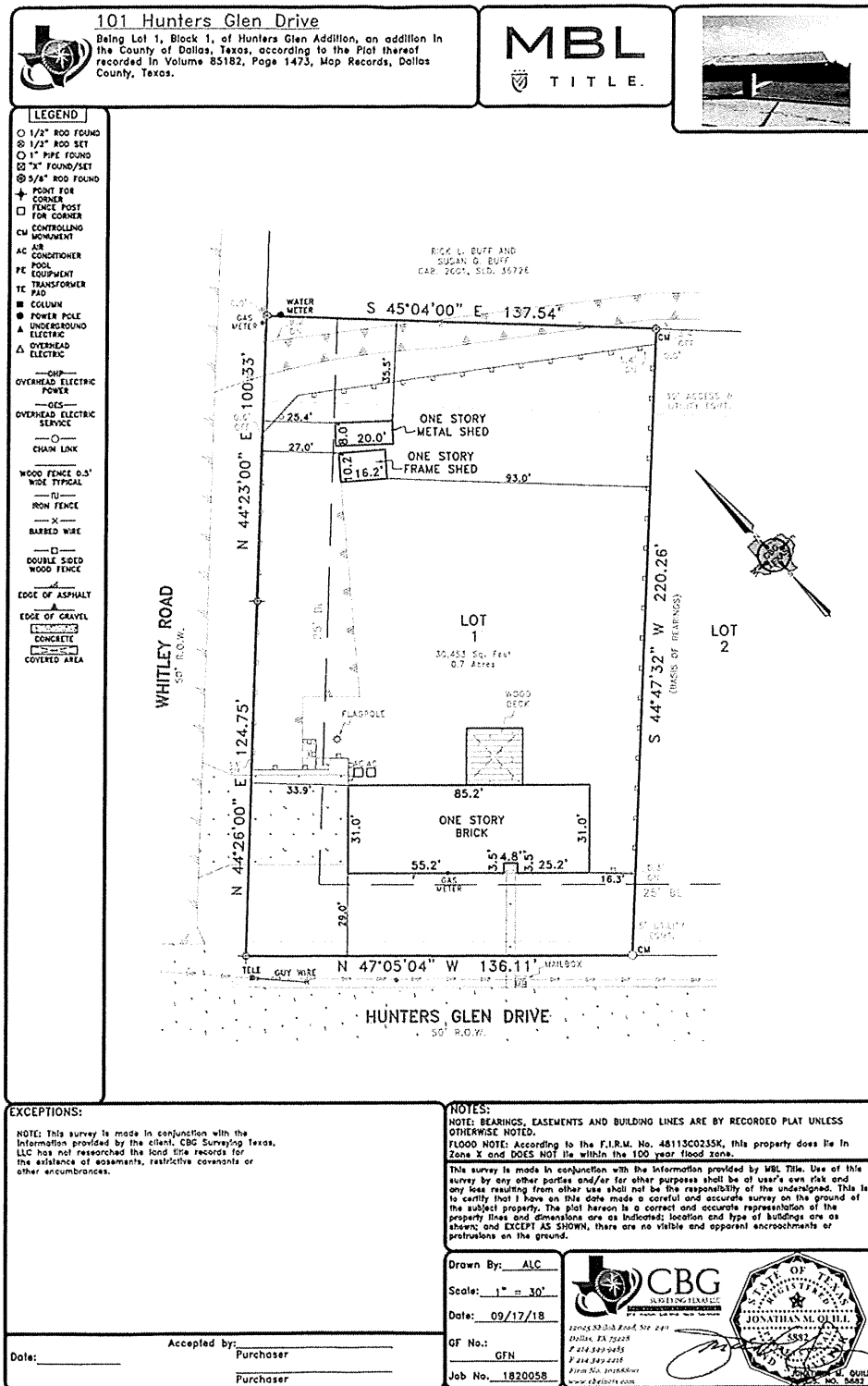
Notary Public, State of Texas
 Notary's name printed:

My commission expires:

GENERAL WARRANTY DEED
 WITH VENDOR'S LIEN

93251 0845

P&P Form 200.1L 6/89
 (Rev. 11/88) by Delphi Information Sciences Corp. L001633





**DALLAS CENTRAL APPRAISAL DISTRICT
NOTICE OF APPRAISED VALUE - RESIDENTIAL
TAX YEAR 2023**

Mailing Address:
Residential Division
PO Box 560348
Dallas, TX 75356-0348

www.dallascad.org (214) 905-9402



Account Number: 60003200010010000

Ownership:

MILLER ROSSER P III
101 HUNTERS GLEN DR
WYLIE, TX 75098-6235

Property Address:
101 HUNTERS GLEN DR

Legal Description:
HUNTERS GLEN
BLK 1 LOT 1

Dear Property Owner:

This letter is your official notice of the **2023** proposed property tax appraisal for the account listed above. The Dallas Central Appraisal District (DCAD) appraises all of the property in Dallas County for property tax purposes. State law requires that appraisal districts appraise all taxable property at its fair market value. Your county, city, school district and other local governments use the appraisal in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance and many others.

As of January 1, 2023, the DCAD appraised your real property at:

2023 Market Value:	\$246,850
2023 Appraised Capped Value:	\$219,518

Your current year exemptions are: **Homestead**

The Texas legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials and all of those inquiries should be directed to those officials.

The governing body of each taxing jurisdiction decides whether or not taxes on your property will increase. The DCAD only determines the value of the property in accordance with the Texas Constitution and Statutes.

The percentage difference between the 2018 appraised value of \$138,721 and the proposed 2023 appraised value is an increase of 58.24% over a 5-year period.

To **PROTEST** the proposed 2023 value or other issues, you must file a protest with the Appraisal Review Board (ARB) by using the **uFile Online Protest System (preferred method)** or by submitting a written protest (form enclosed).

If you agree with the proposed value, no further action is required.

Deadline for filing a protest: May 22, 2023 or 30 Days From Appraisal Notice Post Mark Date.

Location of ARB hearings: 2949 N. Stemmons Fwy, Dallas, TX 75247

ARB hearings will begin: After May 15

ARB deliberations will end: By July 20

More information about your appraisal and the protest process is on the back of this notice and on the inserts enclosed.

Homestead "Capped" Limitation: The Texas Constitution provides that property with a homestead exemption may not be increased in value more than 10% per year, excluding any new improvements made. This provision takes effect the first year following the year the owner qualified for a homestead. Because of this constitutional limitation, if you received a homestead exemption on this property in the previous year, it will be "**capped**" at the appropriate limit.

126-7861

DALLAS CENTRAL APPRAISAL DISTRICT
 NOTICE OF APPRAISED VALUE - RESIDENTIAL
 Tax Year 2023
 www.dallascad.org

Owner Name: MILLER ROSSER P III
 Account Number: 60003200010010000
 Property Address: 101 HUNTERS GLEN DR

CURRENT YEAR 2023	County and School Equalization	City	School	Hospital	College	Special District	Canceled/Reduced Exemption
Jurisdictions	Dallas County		Garland ISD	Parkland Hospital	Dallas College		
Market Value - Land	\$ 66,220		\$ 66,220	\$ 66,220	\$ 66,220		
Market Value - Structure(s)	\$ 180,630		\$ 180,630	\$ 180,630	\$ 180,630		
Market Value	\$ 246,850		\$ 246,850	\$ 246,850	\$ 246,850		
Less Deductions							
Homestead Capped Limitation	\$ 27,332		\$ 27,332	\$ 27,332	\$ 27,332		
Ag-use Value							
Absolute Exemption							
Appraised Value	\$ 219,518		\$ 219,518	\$ 219,518	\$ 219,518		
Less Exemption Amount							
Homestead	\$ 43,903		\$ 40,000	\$ 43,903	\$ 43,903		
Exemption Amount Subtotal	\$ 43,903		\$ 40,000	\$ 43,903	\$ 43,903		
Estimated Taxable Value	\$ 175,615		\$ 179,518	\$ 175,615	\$ 175,615		

PRIOR YEAR 2022	County and School Equalization	City	School	Hospital	College	Special District
Jurisdictions	Dallas County		Garland ISD	Parkland Hospital	Dallas College	
Market Value - Land	\$ 66,220		\$ 66,220	\$ 66,220	\$ 66,220	
Market Value - Structure(s)	\$ 180,630		\$ 180,630	\$ 180,630	\$ 180,630	
Market Value	\$ 246,850		\$ 246,850	\$ 246,850	\$ 246,850	
Less Deductions						
Homestead Capped Limitation	\$ 47,288		\$ 47,288	\$ 47,288	\$ 47,288	
Ag-use Value						
Absolute Exemption						
Appraised Value	\$ 199,562		\$ 199,562	\$ 199,562	\$ 199,562	
Less Exemption Amount						
Homestead	\$ 39,912		\$ 40,000	\$ 39,912	\$ 39,912	
Exemption Amount Subtotal	\$ 39,912		\$ 40,000	\$ 39,912	\$ 39,912	
Estimated Taxable Value	\$ 159,650		\$ 159,562	\$ 159,650	\$ 159,650	

Tax Ceiling: If you received the Age 65 or Older or the Disabled Person homestead exemption, your school, county, and certain city taxes for this year will not be any higher than they were for the year in which you first received the exemption, unless you have made new improvements to your home. If you improved your property by remodeling or adding an addition, your school, county, and certain city taxes may increase for new improvements. If you are the surviving spouse of a person who was age 65 or older or disabled at death and you were age 55 or older at the time of death, you may retain the school, county, and certain city tax ceilings.

Beginning August 7th, visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes. [HB 2723]



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Glenna Hayes

Account Code: 415-5415-58210: \$5,399,374
471-5471-58210: \$15,866,511

Subject

Consider, and act upon, the award of bid #W2023-106-B for McMillen Road from McCreary Road to Country Club Road to McMahon Contracting L.P. in the estimated amount of \$21,265,684.73 and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The McMillen Drive project spans approximately 1.5 miles, from McCreary Road to Country Club Road. The road design expands the corridor from a two-lane undivided asphalt road to a four-lane divided concrete road. Additionally, the project includes an 1,100 LF bridge, and traffic, utility, drainage, and pedestrian mobility improvements. Final ROW and franchise utility coordination is ongoing, as needed.

Staff published a competitive sealed bid for the road improvements and received seven (7) bids. The low bid for construction in the amount of \$19,332,440.66 is from McMahon Contracting LP. The bid was reviewed (by line items and totals) and references were contacted by the City's engineering firm of record Binkley & Barfield Inc. The total award recommendation for the project is the low bid of \$19,332,440.66 and a 10 percent pre-awarded Change Order amount of \$1,933,244.066, for an estimated total of \$21,265,684.73. McMillen Drive will be closed to through traffic from the beginning of construction until approximately May 2025, and the anticipated project completion is October 2025.

Staff recommends the award of bid #W2023-106-B for McMillen Drive to McMahon Contracting L.P. in the estimated amount of \$21,265,684.73 as the lowest responsive, responsible bidder meeting specifications. Funding for this project is from Collin County Fund 415 (\$5,399,374) and 2021 Bond Fund 471 (\$15,866,511).



Wylie City Council

AGENDA REPORT

Department: Purchasing **Account Code:** 470-5470-58910
Prepared By: Christopher Rodriguez

Subject

Consider, and act upon, the approval of #W2023-86-I Senior Recreation Center Renovation to LMC Corporation in the amount of \$736,877.17 through a cooperative purchasing contract with BuyBoard (#660-21) and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Parks and Recreation Department is seeking approval from City Council to renovate the Senior Recreation Center located at Community Park.

This project will include a full interior renovation, added parking, and exterior finishes to resemble the recently renovated Public Safety Building. Items to be renovated are as follows: New ADA restrooms, expansion of the senior fitness center with surfacing to match the Recreation Center, all new flooring throughout the building, upgrade to the HVAC system to rezone common areas and office spaces, relocating staff offices, and new LED lighting throughout the building.

Staff recommends the award of W2023-86-I the Senior Recreation Center Renovations to LMC Corporation in the amount of \$736,877.17 as providing the best value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie #W2023-86-I/BuyBoard #660-21



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-23(R) casting a nomination for a candidate for the Board of Directors of the Dallas Central Appraisal District.

Recommendation

Motion to approve Resolution No. 2023-23(R) casting a nomination for _____ as a candidate for the Board of Directors of the Dallas Central Appraisal District.

Discussion

The Property Tax Code, Section 6.03, requires that an election or appointment of members to the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years, beginning in even numbered years.

The Property Tax Code specifies the qualifications for membership to the Board of Directors in Section 6.03 of the Code. These qualifications are:

1. Must be a resident of the DCAD for at least two years prior to the election.
2. May be an elected official of an agency represented by the DCAD.
3. Cannot be an employee of any agency represented by the DCAD.
4. Cannot be related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district.
5. Cannot own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - (A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
 - (B) a suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
6. An individual is ineligible to serve on an appraisal district board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years.
7. An individual is ineligible to serve on an appraisal district board of directors if the individual has served as a member of the board of directors for all or part of five terms, unless: the individual was the county assessor-collector at the time the individual served as a board member. This requirement took effect with the 2022/2023 election. The five-term limit started with the 2022/2023 term being the first term to be counted.
8. An individual is ineligible to serve on an appraisal district board of directors if the individual has been an employee of the appraisal district at any time during the preceding three years.

Pursuant to the provisions of the Property Tax Code in 1979, the agencies of Greater Dallas County elected to amend the manner in which representatives were chosen. By special provision of the Property Tax Code, it was decided that the following procedure would be adopted for the election or appointment of members.

Appointments

- A. The City of Dallas will be entitled to appoint one (1) member to the Board.
- B. The Dallas Independent School District will be entitled to appoint one (1) member to the Board.
- C. The Dallas County Commissioners will be entitled to appoint one (1) member to the Board. The member appointed by the Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.

Elections

- D. Each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board. The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member to the Board of Directors.
- E. Each of the Independent School Districts, and the Dallas College, except the Dallas Independent School District, shall have the right to nominate by official resolution one (1) candidate as the fifth member to the Board. The said Independent School Districts shall, from among the nominations received, elect by a majority vote, with each Independent School District being entitled to one (1) vote, a member to the Board of Directors.

The votes required for appointment of the Board of Directors as prescribed by the Texas Property Tax Code, in Subsections d and e, hereof, shall be by a majority of those authorized to vote in Subsections d and e, respectively, and not by a majority of the quorum.

The term of office for each member is one year beginning on January 1, 2024 and ending on December 31, 2024.

There is not a list of candidates for this portion of the Board of Directors election; therefore, Council can nominate who they think would be best.

RESOLUTION NO. 2023-23(R)

**A RESOLUTION OF THE CITY OF WYLIE, TEXAS, NOMINATING
 _____ AS A CANDIDATE TO BE A MEMBER OF THE
 BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL
 DISTRICT.**

WHEREAS, The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

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

THAT the Council of the City of Wylie, Texas does hereby nominate
 _____ as a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 26th day of September, 2023.

 Matthew Porter, Mayor

ATTEST TO:

 Stephanie Storm, City Secretary



Dallas Central Appraisal District

August 16, 2023

Dallas Central Appraisal District Taxing Units Presiding Officers

RE: Senate Bill 2 Changes to DCAD Board of Directors

Dear Taxing Units:

With passage of SB 2 in the 2nd Special Session of 88th Texas Legislature the make-up of the DCAD Board of Directors will be changed assuming SJR2 passes in the November election. Below are the new requirements for the DCAD Board of Directors:

Sec. 6.0301. BOARD OF DIRECTORS IN POPULOUS COUNTIES. (a) This section applies only to an appraisal district established in a county with a population of 75,000 or more.

(b) Sections 6.031, 6.034, and 6.10 do not apply to an appraisal district to which this section applies.

(c) The appraisal district is governed by a board of nine directors. Five directors are appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03. Three directors are elected by majority vote at the general election for state and county officers by the voters of the county in which the district is established. The county assessor-collector serves as an ex officio director.

(d) To be eligible to serve on the board of directors, an individual other than the county assessor-collector must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(e) Members of the board of directors appointed by the taxing units participating in the district serve staggered four-year terms beginning on January 1 of every other even-numbered year. Elected members of the board of directors serve staggered four-year terms beginning on January 1 of every other odd-numbered year.

● Page 2

September 18, 2023

(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy.

(g) If a vacancy occurs in an elective position on the board of directors, the board of directors shall appoint by majority vote of its members a person to fill the vacancy. A person appointed to fill a vacancy in an elective position must have the qualifications required of a director elected at a general election.

Sec. 6.032. BALLOT PROCEDURES FOR ELECTED DIRECTORS; FILING FEE OR PETITION. (a) Except as provided by this section, Chapter 144, Election Code, applies to a candidate for an elective position on an appraisal district board of directors.

(b) An application for a place on the ballot must be filed with the county judge of the county in which the appraisal district is established and be accompanied by a filing fee prescribed by Subsection (c) of this section or a petition in lieu of the filing fee that satisfies the requirements prescribed by Section 141.062, Election Code, and Subsection (d) of this section.

(c) The filing fee for a place on the ballot is:

- (1) \$400 for a county with a population of 200,000 or more; or
- (2) \$200 for a county with a population of less than 200,000.

(d) The minimum number of signatures that must appear on the petition authorized by Subsection (b) is the lesser of:

- (1) 500; or
- (2) two percent of the total vote received in the county by all the candidates for governor in the most recent gubernatorial general election, unless that number is less than 50, in which case the required number of signatures is the lesser of:

- (A) 50; or
- (B) 20 percent of that total vote.

● Page 3

September 18, 2023

(e) A filing fee received under this section shall be deposited in the county treasury to the credit of the county general fund.

(f) The secretary of state shall adopt rules as necessary to implement this section.

The implementation of the changes are as follows:

(a) Appraisal district directors shall be elected to the elective positions as provided by Section 6.0301, Tax Code, as added by this article, beginning with the election conducted on the uniform election date in May 2024. The directors then elected take office on July 1, 2024, and serve a term that expires on December 31, 2026.

(b) Following the election of the initial elected directors of an appraisal district as provided by Subsection (a) of this section, directors shall be elected as provided by Section 6.0301, Tax Code, as added by this article, beginning with the general election conducted in November 2026. Directors then elected take office January 1, 2027.

(c) At the first meeting of the board of directors of an appraisal district described by Section 6.0301, Tax Code, as added by this article, that follows the November 2026 general election of directors under that section, the three elected directors shall draw lots to determine which director shall serve a term of two years and which two directors shall serve a term of four years. Thereafter, all elected directors serve four-year terms.

(d) The term of an appraisal district director serving on December 31, 2024, on the board of directors of an appraisal district described by Section 6.0301, Tax Code, as added by this article, expires on January 1, 2025. Not later than December 31, 2024, the taxing units participating in the appraisal district that are entitled to appoint directors shall appoint five directors to serve terms that begin on January 1, 2025. Two directors shall be appointed to serve a term of one year, and three directors shall be appointed to serve a term of three years. Thereafter, all appointed directors serve four-year terms.

For the upcoming election we will be operating under the current rules that have been in effect since 1981. However the Board Members that will be appointed in this year's election will only serve one-year terms that will expire on December 31, 2024. Another election will be held next fall under the new law using the levy method. The first set of popularly elected Board Members will be elected in the May 2024 general election and assume office on July 1, 2024. Their terms will expire on December 31, 2026.

The new law also does away with three-fourths rule for changing the procedures for appointed Board Members. DCAD has had a three-fourths rule in effect since 1981. Under the current rule the Board is made up as follows:

Suburban Cities:	One representative elected by the suburban cities
Suburban Schools:	One representative elected by the suburban schools

September 18, 2023

(The Dallas County Community College will be considered a suburban school district and will receive one vote)

Dallas County:	Appoints one representative who may not be a resident of either the City of Dallas or the Dallas Independent School District
City of Dallas:	Appoints one representative
Dallas ISD:	Appoints one representative

Under the new law Board selection for the five appointed members will be based on the levy method as described in Section 6.03(d), Tax Code:

The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

It will require twenty percent of the total votes to be appointed as a Board Member.

Our legal counsel and our professional association, Texas Association of Appraisal Districts, are currently reviewing Senate Bill 2 for other questions we have. I would encourage your legal counsel to review the bill as well. We will keep you apprised of any other changes.

Sincerely yours,

**W. Kenneth Nolan
Chief Appraiser/Executive Director
Dallas Central Appraisal District**



Wylie City Council

AGENDA REPORT

Department: City Secretary

Prepared By: Mary Bradley

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-24(R) casting a nomination for a candidate for the Board of Directors of the Rockwall Central Appraisal District.

Recommendation

Motion to approve Resolution No. 2023-24(R) casting a nomination for _____ as a candidate for the Board of Directors of the Rockwall Central Appraisal District.

Discussion

Texas Property Tax Code Sec. 6.03(a): The Appraisal District is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section . . . To be eligible to serve on the board of directors, an individual . . . must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.

Texas Property Tax Code Sec. 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled.

Texas Property Tax Code Sec. 6.03(g): Each taxing unit . . . that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Texas Property Tax Code Sec. 6.03(j): Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Current Appointed Members are:

- Vicki Alexander
- John Brandt
- John Hohenshelt
- Lorne Liechty
- Russell Summers

There is not a list of candidates for this portion of the Board of Directors election; therefore, Council can nominate who they think would be best.

Below is a list reflecting each taxing unit's number of votes.

Entity	Number of Votes
City of Dallas	0
City of Fate	105
City of Garland	0
City of Heath	120
City of McLendon-Chisholm	15
City of Rockwall	380
City of Rowlett	95
City of Royse City	120
City of Wylie	10
Rockwall ISD	2685
Royse City ISD	640
Rockwall County	825

RESOLUTION NO. 2023-24(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, ROCKWALL COUNTY, TEXAS, CASTING A NOMINATION FOR A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE ROCKWALL CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(G) OF THE TEXAS PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, The Chief Appraiser of the Rockwall Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Rockwall Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, in accordance with Section 6.03(g) of the Texas Property Tax Code, the City of Wylie may nominate a candidate for the Board of Directors of the Central Appraisal District; and

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

SECTION 1: The City Council of the City of Wylie, Texas does hereby nominate _____ as a candidate for the Board of Directors of the Rockwall Central Appraisal District.

SECTION 2: The City Secretary is hereby directed to submit the official nomination, written Resolution, and notify all appropriate parties of this action.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 26th day of September, 2023.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary