

# Wylie City Council Regular Meeting

August 13, 2024 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## 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 July 23, 2024 Regular City Council Meeting minutes.
- B. Consider, and act upon, Resolution No. 2024-17(R) authorizing the City Manager to enter into a multiple use agreement with the Texas Department of Transportation allowing the installation and operation of automated license plate recognition cameras in the Texas Department of Transportation right-of-way.
- C. Consider, and act upon, a Final Plat being a Replat of 0.093 acres of abandoned right of way and Lot 2, Block A of Wooded Creek Estates Phase 2, creating Lot 2R, Block A of Wooded Creek Estates Phase 2 on 0.399 acres, located at 2718 Spanish Oak.
- D. Consider, and act upon, Resolution No. 2024-18(R) amending Resolution No. 2023-08(R) approving an Assignment and First Amendment to a Chapter 380 Agreement between the City of Wylie, Agape Resource & Assistance Center, Inc. and Jericho Village, LLC., and authorizing the City Manager to execute any necessary documents. Property located at 511 W. Brown Street.
- E. Consider, and act upon, Ordinance No. 2024-24 amending Ordinance No. 2023-39, which established the budget for fiscal year 2023-2024; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- F. Consider, and act upon, the annual renewal of Interlocal Jail Services Agreement No. W2020-86-I with Collin County, Texas for class "C" misdemeanors at the rate of \$127.80 per inmate, per day, and authorizing the City Manager to execute any necessary documents.
- G. Consider, and act upon, Resolution No. 2024-19(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 City of Lavon for Emergency Medical Services – Medical Transport Services.

- H. Consider, and act upon, Resolution No. 2024-20(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 Parker for Emergency Medical Services – Medical Transport Services.

## **REGULAR AGENDA**

1. **Tabled from 06-25-2024**

*Remove from table and consider*

Consider, and act upon, an appointment to fill a Board of Review vacancy for a term to begin July 1, 2024 and end June 30, 2026.

2. Consider, and act upon, Resolution No. 2024-21(R) of the City Council of the City of Wylie, Texas, accepting the proposed property tax rate for the fiscal year 2024-25, accepting the calculation of the no new revenue tax rate and the voter approval tax rate, establishing August 27, 2024 at 6:00 p.m. at the City of Wylie Municipal Complex for a public hearing and vote on the proposed property tax rate, and providing for the publication as provided by the Texas Property Tax Code, Chapter 26.

3. Establish a date, time and place to hold a Public Hearing on the fiscal year 2024-2025 Proposed Budget so that all interested persons may be heard, either for or against any item in the proposed budget before final approval. The date, time and place for the hearing and the final vote will be published in the City's official newspaper, as provided by the Texas Local Government Code, Section 102.006.

4. Consider, and act upon, the award of contract #W2024-75-I to Fuquay, Inc. for repairs and rehabilitation of 1,700 feet of the 15-inch sewer main, in the estimated amount of \$389,240.00, through a cooperative purchasing contract with Buyboard and authorizing the City Manager to execute any and all necessary documents.

## **EXECUTIVE SESSION**

### **RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

### **READING OF ORDINANCES**

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

## **ADJOURNMENT**

### **CERTIFICATION**

I certify that this Notice of Meeting was posted on August 9, 2024 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.

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*Stephanie Storm, City Secretary*

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*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

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## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, approval of July 23, 2024 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

July 23, 2024 – 6:00 PM

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



## CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang (6:10 p.m.), Mayor *pro tem* Jeff Forrester, Councilman Sid Hoover, Councilman Scott Williams, and Councilman Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Assistant Fire Chief Brian Ritter; Digital Media Specialist Kristina Kelly; City Secretary Stephanie Storm; Public Works Director Tommy Weir; Police Chief Anthony Henderson; Parks and Recreation Director Carmen Powlen; City Engineer Tim Porter; Community Services Director Jasen Haskins; Library Director Ofilia Barrera; Wylie Economic Development Corporation Executive Director Jason Greiner; Finance Director Melissa Brown; Animal Control Manager Shelia Patton; City Attorney Richard Abernathy; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

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

## PRESENTATIONS & RECOGNITIONS

### PR1. Carter BloodCare Blood Drive Battle of the Badges Winner Presentation.

Members of the East Fork Masonic Lodge and Carter Blood Care were present, stating that during Bluegrass on Ballard, the annual “Battle of the Badges” was conducted. This year 69 units were collected, which will help save about 207 lives. Wylie East Fork Masonic Lodge Worshipful Master Jonathan Buck announced the winner, Wylie Police Department. Assistant Fire Chief Ritter, Police Chief Henderson, and members from the Wylie Fire and Wylie Police Departments were present for the award.

Councilman Strang took his seat at the dias at 6:10 p.m.

## COMMENTS ON NON-AGENDA ITEMS

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Elizabeth Randall, representing the residents who live on Bennett Road, was present wishing to address the Council regarding safety concerns on Bennett Road.

## 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 July 9, 2024 Regular City Council Meeting minutes.
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of June 30, 2024.
- C. Consider, and act upon, approval of the Wylie ISD Council of PTAs Back the Future fundraiser event at Olde City Park on September 21, 2024.
- D. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Barwari Addition, creating one commercial lot on 0.4557 acres. Property located at 403 S. State Highway 78.
- E. Consider, and act upon, a Final Plat of Lot 1, Block A of Barwari Addition, establishing one commercial lot on 0.4557 acres. Property located at 403 S. State Highway 78.
- F. Consider, and act upon, Ordinance No. 2024-21 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of two tracts of land totaling 6.20 acres located at 137 Hunter Glen Drive and 144 Wagon Wheel Lane.
- G. Consider, and act upon, a request to renovate an existing commercial structure, located at 110 East Oak Street, within the Downtown Historic District.
- H. Consider, and act upon, the approval of a Job Order Contract with SDB Contracting, Inc. for renovations to the City's animal shelter in an estimated amount of \$744,667.24, through a cooperative purchasing agreement with Buyboard, and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, the approval of a three (3) year service agreement for Pavement Analysis and Related Services with Fugro USA Land, Inc. in an estimated year one amount of \$98,010, through a cooperative purchasing contract with Texas SHARE (NCTCOG), and authorizing the City Manager to execute any necessary documents.
- J. Consider, and place on file, the City of Wylie Monthly Investment Report for June 30, 2024.
- K. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for June 30, 2024.
- L. Consider, and act upon, Ordinance No. 2024-22 amending Ordinance No. 2023-39, which established the budget for fiscal year 2023-2024; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

Mayor Porter requested Items G and H be pulled from the Consent Agenda and considered individually.

#### **Council Action**

A motion was made by Councilman Mulliqi, seconded by Councilman Duke, to approve the Consent Agenda except for Items G and H as presented. A vote was taken and the motion passed 7-0.

#### **REGULAR SESSION**

- G. Consider, and act upon, a request to renovate an existing commercial structure, located at 110 East Oak Street, within the Downtown Historic District.

#### **Council Comments**

Mayor Porter encouraged the applicant, as it is not required, to add a historical look and feel to the building if the opportunity presents itself.

**Council Action**

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

- H. Consider, and act upon, the approval of a Job Order Contract with SDB Contracting, Inc. for renovations to the City's animal shelter in an estimated amount of \$744,667.24, through a cooperative purchasing agreement with Buyboard, and authorizing the City Manager to execute any necessary documents.**

**Council Comments**

Mayor Porter requested an update on the project. Animal Control Manager Patton provided the Council with additional information about the project.

**Council Action**

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

**EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive Session at 6:31 p.m.

**Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.**

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

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

**ES1. Provide update on McMillen Road.****RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

Mayor Porter reconvened the Council into Open Session at 7:32 p.m.

**REGULAR AGENDA**

- 1. Consider, and act upon, Ordinance No. 2024-23 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A (Wylie Comprehensive Fee Schedule), Section I (Water and Sewer Fees), Subsection B (Water Rates), and Subsection C (Sewage Collection and Treatment Rates).**

**Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Item 1 as presented. A vote was taken and the motion passed 7-0.

**WORK SESSION**

Mayor Porter convened the Council into a Work Session at 7:36 p.m.

**WS1. Discuss the FY 2024-25 WEDC Budget.**

Wylie Economic Development Corporation Executive Director Jason Greiner addressed the Council noting notable changes since the last presentation including personnel services, special services, travel and training, dues and subscriptions, audit and legal, and engineering services. Greiner reported the WEDC Board approved this budget.

**WS2. Discuss the FY 2024-25 Budget.**

City Manager Parker addressed the Council addressing notable changes since the previous work sessions for Fiscal Year 2024-25 including the proposed General Fund revenue assumptions, items included in the proposed base budget, General Fund summary, General Fund new recommendations, the use of the General Fund Fund Balance, Utility Fund summary, Utility Fund new personnel recurring recommendations, Utility Fund new recommendations, 4B Sales Tax Fund summary, 4B Sales Tax Fund new personnel recurring recommendations, 4B Sales Tax Fund new recommendations, and carryforward items.

Parker requested direction on the tax rate. The Council directed staff to move forward with the tax rate that supports the current proposed budget.

**RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 7:53 p.m.

**EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive Session at 7:54 p.m.

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

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

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

**ES2. Discuss property generally located at Brown and Winding Oaks.****Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.**

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

- (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
  - (2) to hear a complaint or charge against an officer or employee.
- (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

**ES3. City Manager Quarterly Evaluation.****RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*

Mayor Porter reconvened the Council into Open Session at 9:03 p.m.

**READING OF ORDINANCES**

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

City Secretary Storm read the captions of Ordinance Nos. 2024-21, 2024-22, and 2024-23 into the official record.

**ADJOURNMENT**

A motion was made by Councilman Strang, seconded by Councilman Duke, to adjourn the meeting at 9:05 p.m. A vote was taken and the motion passed 7-0.

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**Matthew Porter, Mayor****ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

## AGENDA REPORT

**Department:** Police

**Prepared By:** Asst Chief Tommy Walters

**Account Code:** \_\_\_\_\_

### Subject

Consider, and act upon, Resolution No. 2024-17(R) authorizing the City Manager to enter into a multiple use agreement with the Texas Department of Transportation allowing the installation and operation of automated license plate recognition cameras in the Texas Department of Transportation right-of-way.

### Recommendation

Motion to approve the Item as presented.

### Discussion

License plate recognition cameras are a valuable tool in identifying vehicles involved in various criminal activity. We have had numerous criminal cases that were solved with the assistance of Flock cameras installed by other municipalities. The cameras were approved for purchase with seized funds. This resolution is a necessary part of obtaining a permit from TxDOT, which is required to install the cameras on state funded roadways. These roadways are including but not limited to Hwy 78 and FM 544.

There is no financial impact to this resolution.

Strategic Goal - Health, Safety, and Well-Being - Installing these cameras on TxDOT roadways will increase our chances to identify vehicles involved in crimes.

**RESOLUTION NO. 2024-17(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Wylie, Texas, has determined the addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

**WHEREAS**, the City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Wylie, Texas; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to sign a Multiple-Use Agreement with TxDOT; and

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

**SECTION 1:** The City Council hereby authorizes the City Manager to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way.

**SECTION 2:** This Resolution shall take effect immediately upon adoption.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this the 13th day of August, 2024.

\_\_\_\_\_  
Matthew Porter, Mayor

**ATTEST:**

\_\_\_\_\_  
Stephanie Storm, City Secretary



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, a Final Plat being a Replat of 0.093 acres of abandoned right of way and Lot 2, Block A of Wooded Creek Estates Phase 2, creating Lot 2R, Block A of Wooded Creek Estates Phase 2 on 0.399 acres, located at 2718 Spanish Oak.

### Recommendation

Motion to approve the Item as presented.

### Discussion

**OWNER: Brandon & Tera Newingham**

**APPLICANT: Texas Heritage Surveying**

The applicant has submitted a Replat to create Lot 2R, Block A of Wooded Creek Estates Phase 2 by combining 0.093 acres of an alleyway that was abandoned by the City with Lot 2, Block A of Wooded Creek Estates Phase 2. The property is located at 2718 Spanish Oak.

The alleyway was abandoned by the City in October 2023 due to it serving no City related function for utilities or access (Ordinance No. 2023-53). The alleyway was sold to the applicant at a value of \$5,000. The purpose of this plat document is to revise the property lines of 2718 Spanish Oak to include the acquired alleyway addition.

The plat document shall also abandon a 5' utility easement. A drainage inlet remains on the property which the property owner shall maintain.

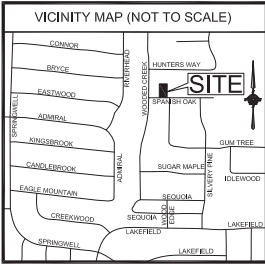
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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 Government Code.

### P&Z Recommendation

The Commission voted 7-0 to recommend approval.





GENERAL NOTES:

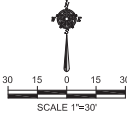
- The purpose of this replat is to create one platted lot out of a tract of land (abandoned alley) and a platted lot.
- Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.
- Bearings and Coordinates shown herein are based on Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, (2011) on Grid Coordinate values. No Scale and No Projection.
- City of Wylie benchmark used: Monument CM3 located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. N= 7,053,376.538 E= 2,550,122.003 Elevation= 519.77
- Subject property is located within an area having a Zone Designation "X" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 48080C04151, with a date of identification of 05/02/2024, for Community Number 480769, in Collin County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LEGEND

P.R.C.C.T.  
D.R.C.C.T.  
O.P.R.D.C.T.  
INST. NO.  
VOL. PG.  
SQ. FT.  
IPF O  
IPF O  
MAG NAIL SET  
EASEMENT LINE  
BUILDING LINE  
BOUNDARY LINE  
ADJOINING LOT LINE  
CENTERLINE

CONTROL MONUMENT  
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EASEMENT LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	20.00'	N89°28'34"E	
L2	5.00'	N0°31'26"W	
L3	15.00'	S89°28'34"W	
L4	134.29'	N0°31'25"W	



OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, BRANDON NEWINGHAM and TERRA MCCLAIN are the Owner(s) of a tract of land situated in the Moses Sparks Survey, Abstract No. 849, Collin County, Texas and being Lot 2, Block A of Wooded Creek Estates, Phase 2, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 683, Plat Records, Collin County, Texas, along with that tract of land (abandoned alley right-of-way) described in Ordinance No. 2023-53 to Brandon Newingham and Terra McClain as recorded in Instrument Number 2023001351114, Official Public Records, Collin County, Texas, out of Wooded Creek Estates, Phase 1, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume O, Page 372, Plat Records, Collin County, Texas, and together being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found with yellow plastic cap "legible" for the southwest corner of Lot 3, Block A of said Wooded Creek Estates, Phase 2, same lying in the north right-of-way line of Spanish Oak Trail (50' right-of-way);

THENCE South 89 degrees 28 minutes 34 seconds West, along the said north right-of-way line of Spanish Oak Trail, a distance of 125.00 feet to a 1/2 inch iron rod found for the southeast corner of Lot 1, Block A, Wooded Creek Estates, Phase 1, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume O, Page 372, Plat Records, Collin County, Texas and the southwest corner of said abandoned alley right-of-way;

THENCE North 00 degrees 31 minutes 25 seconds West, along the shared line of said Lot 1, Block A and abandoned alley right-of-way, a distance of 130.31 feet to a mag Nail set on top of fence for the northeast corner of said Lot 1, Block A and northwest corner of said abandoned alley right-of-way, same lying in the south line of Lot 36, Block B, Sage Creek Phase IX A, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 553, Plat Records, Collin County, Texas, from which a 1/2 inch iron rod bears North 45 degrees 42 minutes 06 seconds East 0.44 feet for reference;

THENCE North 89 degrees 42 minutes 45 seconds East, along the south line of said Block B, a distance of 125.00 feet to a 1/2 inch iron rod found for the northwest corner of said Lot 3, Block A and lying in the south line of Lot 34, Block B of said Sage Creek Phase IX A;

THENCE South 00 degrees 31 minutes 26 seconds East, along the west line of said Lot 3, Block A, a distance of 138.79 feet to the POINT OF BEGINNING and containing 17,381 square feet or 0.399 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BRANDON NEWINGHAM and TERRA MCCLAIN, acting herein by and through his (his) duly authorized officers, does hereby adopt this plat designating the herein above described property as **Lot 2R, Block A, Wooded Creek, Phase 2**, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, right-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, said use by public utilities being subordinate to the public's and City of Wylie's use thereon.

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

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

WITNESS, my hand, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BY:

Authorized Signature of Owner \_\_\_\_\_ Printed Name and Title \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared BRANDON NEWINGHAM, Owner, 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: \_\_\_\_\_

WITNESS, my hand, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BY:

Authorized Signature of Owner \_\_\_\_\_ Printed Name and Title \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared BRANDON NEWINGHAM, Owner, 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: \_\_\_\_\_

SURVEYOR'S STATEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

That I, J.R. January, 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.

Preliminary, this document shall not be recorded for any purposes and shall not be used or viewed or relied upon as a final survey document. (06/28/2024)

J.R. January  
Texas Registered Professional Land Surveyor No. 5382

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J.R. January, 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 \_\_\_\_\_, 2024.

Notary Public in and for the State of Texas

Approved Block:  
"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission Date  
City of Wylie, Texas

"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 Wooded Creek Estates, Phase 2 Lot 2R, Block A subdivision of addition to the City of Wylie was submitted to the City Council on the \_\_\_ day of \_\_\_\_\_, 20\_\_ 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

REPLAT  
**WOODED CREEK ESTATES, PHASE 2**  
**LOT 2R, BLOCK A**  
BEING A REPLAT OF LOT 2, BLOCK A  
WOODED CREEK ESTATES, PHASE 2  
ALONG WITH  
4,072 SQ. FT. / 0.093 ACRE TRACT OF LAND  
(ABANDONED ALLEY RIGHT-OF-WAY)  
OUT OF WOODED CREEK, PHASE 1  
SITUATED IN THE MOSES SPARKS SURVEY,  
ABSTRACT NO. 849  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
"PD" ZONING PER CITY OF WYLIE  
DATE: 05/02/2024 / JOB # 24008021 / SCALE= 1" = 30' / DRAWN: KQ



**TEXAS HERITAGE**  
**SURVEYING, LLC**

16016 Metric Drive, Suite 124, Dallas, TX 75243  
Office 214-340-9700 Fax 214-340-9710  
txheritage.com Firm No. 10169300

OWNER  
BRANDON NEWINGHAM  
TERRA MCCLAIN  
2718 SPANISH OAK TRAIL  
WYLIE, TEXAS 75098



# Wylie City Council

## AGENDA REPORT

**Department:** City Manager

**Account Code:** \_\_\_\_\_

**Prepared By:** Renae' Ollie

### Subject

Consider, and act upon, Resolution No. 2024-18(R), amending Resolution No. 2023-08(R) approving an Assignment and First Amendment to a Chapter 380 Agreement between the City of Wylie, Agape Resource & Assistance Center, Inc., and Jericho Village, LLC., and authorizing the City Manager to execute any necessary documents. Property located at 511 W. Brown Street.

### Recommendation

Motion to approve the Item as presented.

### Discussion

#### Owner: Agape Resource and Assistance Center

On May 16, 2023, the City entered into a Chapter 380 Agreement with Agape Resource & Assistance Center, Inc. to develop 38 multi-family residential units and community center known as Jericho Village, located at 511 W. Brown Street. The property is to be used and operated for affordable housing to serve individuals and families earning 80% or less of the then-current Area Median Family Income (AMFI) for the Wylie, Texas area, as set or established by the U.S. Department of Housing and Urban Development (HUD).

Agape Resource & Assistance Center, Inc. continues to move forward with Jericho Village, and has been awarded several grants from various sources including permanent financing. In October 2023 Agape pursued a Project Based Voucher application to help with cash flow challenges resulting from escalating construction costs and interests.

During the process of acquiring funding, Agape's lenders have asked them to set up a separate entity as a wholly owned disregarded subsidiary with Agape as its only member to own and operate the Jericho Village development. That process has been completed and the land is now under the ownership of Jericho Village, LLC.

Section 9. Miscellaneous, Subsection n. Assignment of the executed Agreement allows the agreement to be assigned or transferred by any party only with prior written consent of the other party. If approved, this Resolution shall serve as written consent from the City to allow the assignment from Agape Resource & Assistance Center, Inc. to Jericho Village, LLC.

With the new name, staff is presenting to Council for consideration a modification to the agreement to list Jericho Village, LLC as the owner. This does not have an impact on the Zoning Ordinance, as that approval is tied to the land and the use rather than an entity.

In addition, the construction commencement date is amended to reflect December 31, 2024, with December 31, 2026 as the completion date to have received permanent certificate of occupancy and occupy the facilities. The grant reimbursement is payable within 30 days of issuance of the permanent certificate of occupancy. In accordance with the Declaration of Deed Restriction, the property must continue the use for affordable housing for a period of 10 years.

Only the amendments as outlined in the subject Assignment and First Amendment are modified.

**RESOLUTION NO. 2024-18(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING RESOLUTION NO. 2023-08(R), AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN ASSIGNMENT AND FIRST AMENDMENT TO A CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF WYLIE, AGAPE RESOURCE & ASSISTANCE CENTER, INC., AND JERICHO VILLAGE, LLC.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, an Assignment and First Amendment to a Chapter 380 Grant Agreement by and between the City of Wylie, Texas and Agape Resource & Assistance Center, Inc.

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

**DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this the 13th day of August, 2024.**

\_\_\_\_\_  
Matthew Porter, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Storm, City Secretary

## ASSIGNMENT AND FIRST AMENDMENT – CHAPTER 380 AGREEMENT

THIS ASSIGNMENT AND FIRST AMENDMENT – CHAPTER 380 AGREEMENT (this “First Amendment”), is entered into and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the CITY OF WYLIE, TEXAS, a Texas home-rule city (“City”), AGAPE RESOURCE & ASSISTANCE CENTER, INC., a Texas nonprofit 501 (c) 3 tax exempt corporation (“Agape”) and JERICHO VILLAGE, LLC, a Texas limited liability company (“Jericho”).

### W I T N E S S E T H:

WHEREAS, City and Agape entered into that certain Chapter 380 Agreement dated May 16, 2023 recorded October 10, 2023 as document number 2023-2023000116602 in the records of the Collin County Clerk of Collin County, Texas, (the “Agreement”), to facilitate Agape’s proposed development of that certain parcel of land containing 2.4573± acres, situated in the City of Wylie, Collin County, Texas, located on the Property, as those terms are defined in the Agreement; and

WHEREAS, Agape and Jericho represent and warrant that Jericho is a wholly owned subsidiary of Agape, its only member, and is treated as an integral part of Agape for federal income tax purposes, i.e., it is treated as part of a 501 ( c ) 3 tax exempt non-profit organization; and

WHEREAS, Agape desires to assign the Agreement to Jericho and Jericho desires to accept assignment of the Agreement from Agape; and

WHEREAS, City is willing to consent to the assignment of the Agreement from Agape to Jericho in reliance on the representations and warranties made herein; and

WHEREAS, City and Jericho desire to modify and amend the Agreement in certain respects, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, City, Agape, and Jericho agree to amend and modify the Agreement as follows:

1. Defined Terms. Capitalized terms used but not defined in this First Amendment will have the meanings given to them in the Agreement.

2. Assignment and Assumption. Agape hereby assigns all of its rights and obligations under the Agreement to Jericho. Jericho accepts assignment of the Agreement from Agape and assumes the rights and obligations of Agape as “Company” under the Agreement. City hereby consents to the assignment and assumption of the Agreement from Agape to Jericho.

3. Modification of Performance Requirements. Section 3 (Performance Requirements) of the Agreement is amended to read as follows: Notwithstanding anything to the

contrary in the Agreement, the Performance Requirements as defined in the Agreement is hereby amended to modify the sections as follows:

“The following conditions must be satisfied by the Company in order for the Company to qualify for the Grant (collectively, the “Performance Requirements”):

3.

- a. The Company shall obtain or cause to be obtained a building permit for the Facilities, pay to the City all applicable permit fees, impact fees and other fees and cause the commencement of construction of the Facilities on the Property on or before December 31, 2024~~3~~. For purposes of this section, “commencement of construction” shall mean (i) the issuance of a building permit for the Facilities; (ii) the issuance of a notice to proceed to a third-party contractor, and (iii) the start of grading of the Property for the Facilities; and
- ~~a.b.~~ The Company shall invest at least \$6.5 million in real property improvements and business personal property in the Facilities, including the cost of the land, related to the development of the Facilities on the Property on or before December 31, 2026; and
- c. The Company shall obtain a permanent Certificate of Occupancy from the City for the Facilities and occupy the Facilities on or before June 30 December 31, 2026~~5~~; and ~~and shall maintain continuous occupancy of the Facilities for at least ten (10) years thereafter;~~
- d. The Company shall comply with that certain Amended and Restated Declaration of Deed Restriction dated \_\_\_\_\_, 2024, relating to use of the Property (which the parties hereby agree supersedes that certain Declaration of Deed Restrictions dated April 11, 2023) provided however the Grant shall be paid within thirty (30) days after the other Performance Requirements are met; and
- ~~e. The Company shall cause all construction contracts in the amount of \$100,000.00 or more for construction of the Facilities and all other improvements on the Property (“Separated Materials Contracts”) to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs, and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Wylie, Texas. Separated Building Materials Contracts shall include but not be limited to contracts for the following construction materials: concrete, steel (foundation as well as framing), pre-cast concrete/windows/glass/exterior siding, heating ventilation air conditioning plumbing (HVAC), lighting, roofing, piping (water, sewer and storm water); and~~
- ~~f.~~ e. Building Materials Standards.

- (i) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, including the Facilities, Company shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company also shall comply with any City-approved façade plans for the Property, as they exist or may be amended by City, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Company voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (ii) City designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Company voluntarily consents and agrees to such designation. Company voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that City's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of City. Company agrees that City is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in City's sole discretion.
  - (iii) The obligations under this Agreement relating to the Building Materials Standards shall be automatically null, void and of no legal effect in the event that Chapter 3000 of the Texas Government Code is repealed or amended such that City's authority to enforce the Building Materials Standards is not limited or preempted in any way under Texas law.
- ~~g. f. The Company shall pay all taxes and other governmental assessments as applicable for the Property and the Facilities when due. In the event the Company fails to maintain the property in accordance with section 1. Restriction on Use of Property of the Amended and Restated Declaration of Deed Restriction during the period of 10 years after the issuance of a permanent Certificate of Occupancy, the Company shall repay the amount of the grant to City within 30 days of notice of violation of said Declaration. In the event the Company fails to maintain the Property in accordance with the Amended and Restated Declaration of Deed Restriction dated \_\_\_\_\_, 2024, at any time during the period beginning on the date of issuance of a permanent Certificate of Occupancy for the Facilities and ending on the 10th anniversary of such date, the Company shall repay the entire amount of the Grant to City within 30 days of the City sending notice of such violation to the Company, notwithstanding any statement to the contrary in this Agreement.~~
- ~~g. Upon issuance of the final certificate of occupancy and issuance of grant reimbursement, the Grant Agreement will be released. The Company shall continuously comply with this Agreement during the Grant Term.~~

~~h.~~ The Company shall provide to the City documents satisfactory to the City that the Company has satisfied all of the Performance Requirement set forth above.”

4. Modification of Section 5(c). Section 5(c) (Default) of the Agreement is amended to read as follows:

(c) This Agreement shall terminate upon the occurrence of any one of the following:

- (i) the execution by both parties of a written agreement terminating this Agreement;
- (ii) intentionally deleted due to the addition of Section 3(g); or
- (iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 5(b)), after an Event of Default.”

4.5.Ratification. As expressly modified by this First Amendment, the Agreement is hereby ratified and confirmed by City and Jericho.

5.6. Counterparts; Transmission. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Transmission of an executed signature page of this First Amendment by email will be effective to create a binding agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

**CITY:**  
CITY OF WYLIE, TEXAS  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager  
Date executed: \_\_\_\_\_

STATE OF TEXAS           §  
  
  §  
  
COUNTY OF COLLIN       §



BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Brent Parker, City Manager and duly authorized representative for the CITY OF WYLIE, TEXAS, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

\_\_\_\_\_  
Notary Public, State of Texas

**AGAPE:**

Agape Resource & Assistance Center, Inc.  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Janet Collinsworth, Founder & Exec. Director  
Date executed: \_\_\_\_\_

STATE OF TEXAS           §  
  
  §  
  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, as \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

\_\_\_\_\_  
Notary Public, State of Texas



**JERICO:**

Jericho Village, LLC  
a Texas limited liability company

By: \_\_\_\_\_  
Janet Collinsworth, Founder & Exec. Director  
Date executed: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, as \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City of Wylie  
 Attention: City Manager  
 300 Country Club Road  
 Wylie, TX 75098

**AMENDED AND RESTATED DECLARATION OF DEED RESTRICTION**

This Amended and Restated Declaration of Deed Restrictions (“Declaration”) is made this ~~13th~~<sup>11th</sup> day of ~~August~~<sup>April</sup>, 2024~~3~~ (the “Effective Date”) by JERICO VILLAGE, LLC~~GAPE RESOURCE & ASSISTANCE CENTER, INC.~~, a Texas ~~nonprofit-limited liability corporation~~<sup>company</sup> (“Declarant”) as an amendment to that certain Declaration of Deed Restriction effective April 11, 2023.

WHEREAS, the real property subject to this Declaration is located in Wylie, Collin County, Texas, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Declarant is the sole owner of the Property; and

WHEREAS, Declarant, as the owner of the Property, intends by the recording of this Declaration to subject the Property to the restrictions hereinafter set forth for the mutual benefit of the Declarant, the City of Wylie, Texas, and the present and future owners of any and all portions of the Property and their respective heirs, executors, successors, assigns, grantees, mortgagees and tenants of all or part of the Property; and

WHEREAS, Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, mortgaged, hypothecated, leased, used, occupied and improved subject to the restrictions set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares as follows:

1. Restriction on Use of Property. The Property shall be developed, used and operated for affordable housing so that at least 90% of the units ~~to~~ serve individuals and families earning 80% or less of the then-current Area Median Family Income (AMFI) for the Wylie, Texas area, as set or established by the U.S. Department of Housing and Urban Development (HUD) or equivalent (collectively, the “Restriction”). Notwithstanding the foregoing, should Declarant be unable to lease the foregoing units to tenants that satisfy the foregoing income restriction despite the Declarant’s best efforts and due diligence, then, with prior consultation and consent from the City of Wylie, Texas, the Declarant may lease the foregoing units free of the Restriction.
2. Enforcement and Amendment.
  - a. The Restriction set forth herein: (i) shall be considered a “covenant running with the land”; and (ii) will bind Declarant, its successors and assigns, and all present and future owners of any and all portions of the Property and their respective

heirs, executors, successors, assigns, grantees, mortgagees and tenants of all or part of the Property. The provisions of this Declaration inure to the benefit of the City of Wylie, Texas, and are enforceable by the City of Wylie, Texas. In the event of a violation of the Restriction, the City of Wylie, Texas and/or Declarant will have the right to seek injunctive or any other legal or equitable relief in connection with such violation and to recover from the person or entity responsible for the violation all of its expenses and costs incurred in connection therewith, including, but not limited to, attorney's fees and court costs.

- b. The Restriction hereunder encumbering the Property: (i) shall inure to the benefit and may be enforced by the City of Wylie, Texas, Declarant or Declarant's successors or assigns; (ii) may be modified only with the written consent of the City of Wylie, Texas and Declarant or Declarant's successors or assigns, which said written consent must be acknowledged and recorded in the Official Public Records of Collin County, Texas; and (iii) shall remain in effect and bind the Property from the date of recording in the Official Public Records of Collin County, Texas, for a term of ten (10) years unless a written instrument of waiver, amendment, or termination has been recorded in such public records expressly modifying or terminating this Declaration, in which case this Declaration shall be modified or terminated as specified therein.
- c. If any provision of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George H.W. Bush, the 41st President of the United States of America.

Declarant has executed this Declaration to be effective as of the Effective Date.

**DECLARANT:**

JERICHO VILLAGE, LLC  
RESOURCE & ASSISTANCE CENTER, INC.,  
 a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date executed: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, as \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, a \_\_\_\_\_, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the

same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

---

Notary Public, State of Texas

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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



# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Brown

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, Ordinance No. 2024-24 amending Ordinance No. 2023-39, which established the budget for fiscal year 2023-2024; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve the Item as presented.

### Discussion

4B Sales Tax amendment - Due to a very active customer base this summer, projected class registrations and class revenue have been exceeded. Revenue is expected to exceed the original projection. The additional participation increases expenses in Instructor Pay, Rec Class Expenses and Activenet Administration Fees. These expenses exceed the current budget and can be offset by the surplus in class revenue. This is a budget-neutral amendment request.

**ORDINANCE NO. 2024-24****AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2023-39, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2023-2024; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2023-39 setting forth the Budget for Fiscal Year 2023-2024 beginning October 1, 2023, and ending September 30, 2024; and,

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2023-2024 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2023-2024 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2024-24, are completely adopted and approved as amendments to the said FY 2023-2024 Budget.

**SECTION II:** All portions of the existing FY 2023-2024 Budget and Ordinance No. 2023-39, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 13th day of August, 2024.

---

Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary



Budget Amendment

WRC Revenue and Expense

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit
112	4000	44156	Recreation Class Fees		41,000.00
112	4000	44150	Recreation Membership Fees		17,000.00
112	5625	51270	Rec Instructor Pay	17,500.00	
112	5625	56140	Rec Class Expenses	23,500.00	
112	5625	56360	Activenet Administrative Fees	17,000.00	
Total 4B Sales Tax Fund				58,000.00	58,000.00



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing  
**Prepared By:** Kirby Krol

**Account Code:** 100-5211-56040

### Subject

Consider, and act upon, the annual renewal of Interlocal Jail Services Agreement No. W2020-86-I with Collin County, Texas for class “C” misdemeanors at the rate of \$127.80 per inmate, per day, and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Interlocal Agreement provides for the confinement of persons accused or convicted of a class “C” misdemeanor or other violation of a municipal ordinance at the Collin County Detention Facility (“Facility”). Collin County operates the Facility under Local Government Code, Ch. 351 and Texas Administrative Code, Title 37.

The City desires to continue to obtain certain jail services from Collin County for the confinement of persons accused or convicted of a class “C” misdemeanor or other violation of a municipal ordinance. This renewal will provide jail services and resources for the City at the rate of \$127.80 per inmate, per day.

Staff recommends the renewal of Interlocal Agreement No. W2020-86-I beginning on October 1, 2024 through and including September 30, 2025, authorized by Texas Government Code Ch. 791, the “Interlocal Cooperation Act.”

(Collin County Agreement No. 2020-337 / City of Wylie Agreement No. W2020-86-I)



# Wylie City Council

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## AGENDA REPORT

Department: Fire  
Prepared By: Fire- Brandon Blythe

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, Resolution No. 2024-19(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 City of Lavon for Emergency Medical Services – Medical Transport Services.

### Recommendation

Motion to approve the Item as presented.

### Discussion

With the termination of the Southeast Collin County Coalition Agreement, the City of Lavon has requested the City of Wylie provide EMS Medical Transport Services to the citizens of Lavon 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.

**RESOLUTION NO. 2024-19(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 CITY OF LAVON FOR EMERGENCY MEDICAL SERVICES – MEDICAL TRANSPORT 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 Lavon and the City of Wylie, Texas for Emergency Medical Services – Medical Transport 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 13th day of August, 2024.

\_\_\_\_\_  
Matthew Porter, Mayor

**ATTEST TO:**

\_\_\_\_\_  
Stephanie Storm, City Secretary

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF WYLIE, TEXAS  
AND THE CITY OF LAVON, TEXAS  
(Emergency Medical Transport Services)**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Wylie, Texas**, a home-rule municipality ("Wylie"), and the **City of Lavon, Texas**, a home-rule municipality ("Lavon"). Wylie and Lavon are at times each referred to herein as a "party" or collectively the "parties."

WHEREAS, Lavon is a home-rule municipality, duly organized and operating under the laws of the State of Texas and its home rule charter, and engaged in the administration of local government and related services for the benefit of the citizens of Lavon; and

WHEREAS, Wylie is a home-rule municipality, duly organized and operating under the laws of the State of Texas and its home rule charter, and engaged in the provision of fire protection, emergency medical services ("EMS"), and other related services for the benefit of the citizens of Wylie; and

WHEREAS, Lavon has requested that Wylie provide EMS Medical Transport services to the citizens of Lavon, and Wylie has agreed to provide such services subject to 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 EMS Medical Transport services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

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

**NOW, THEREFORE**, Wylie and Lavon mutually agree to the following:

1. Services Provided. Wylie will provide twenty-four (24) hour EMS Medical Transport services, as more thoroughly described hereinafter (collectively, the "Services") within the municipal boundaries of Lavon (excluding its ETJ) and special districts under contract with Lavon for fire and emergency medical services, the area of which is generally depicted in Exhibit A, which is attached hereto and hereinafter made a part of this Agreement, and as may be amended by Lavon during the term of this Agreement (the "Lavon Service Area"). The Services shall include but are not limited to:

- a) Advanced Life Support Emergency Medical Services.
- b) Ambulance Transport: The core service provided would be Advanced Life Support Ambulance transport, including emergency and non-emergency transportation.
- c) Emergency Medical Care: Emergency medical care by trained medical personnel, including paramedics and emergency medical technicians (EMTs).

- d) Ambulance dispatch services: Coordinate emergency ambulance response through the Wylie public safety communications center to ensure timely deployment of ambulances in emergencies.
- e) Emergency communications and Emergency Medical Dispatching Services (EMD) when the caller is transferred to the Wylie Public Safety Communications Center
- f) Medical Equipment and Supplies: Wylie will replenish expended supplies for an emergency patient(s) at the Lavon Fire Department by providing and maintaining medical equipment and supplies necessary for emergency medical care and transport ambulance operations.
- g) EMS advisory, planning, and coordination with the Lavon Fire Department for special events will be separate from this Agreement. Staffing and personnel from Wylie Fire Rescue for special events will also be individual and are not subject to this Agreement.
- h) Billing and Insurance Services: Wylie will handle billing and insurance claims related to ambulance services and ensure that costs are appropriately covered and reimbursed.
- i) Quality assurance and improvement include monitoring and evaluating ambulance services to ensure quality care delivery and continuous improvement.
- j) Compliance and Regulatory Support: This includes assistance with complying with local, state, and federal regulations governing ambulance services and emergency medical care.

2. Performance of Services. It is recognized that Wylie has the duty and responsibility of rendering Services to citizens of both Wylie and Lavon. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities for dispatching and using equipment and personnel. Lavon understands that the availability of Wylie Fire Department Fire/EMS units will be subject to the demands within Wylie, which will always take priority, as well as other existing interlocal and mutual aid agreements. In the rare event that units from Wylie are unavailable or have an anticipated delayed response time due to extreme or unusual circumstances, such as natural disasters, Wylie will make its best efforts to contact an alternate or auxiliary service provider to serve Lavon. If Lavon contracts with or receives ambulance services from an alternate or auxiliary service provider outside of existing mutual aid agreements, Lavon shall be solely responsible for any costs or fees assessed by the alternate or auxiliary service provider.

This Agreement shall not obligate Wylie to construct or keep any facilities, equipment, or personnel within the Lavon Service Area, or to designate, reserve, or devote all or part of Wylie's facilities, equipment, or personnel exclusively to or for the use of Lavon in carrying out this Agreement.

Lavon shall be solely responsible for providing Wylie with a current city map and updating it as necessary to reflect new residents or the addition of new territory. This Agreement may be terminated or renegotiated in accordance with the notice provisions of Section 7 if Lavon annexes additional territory into its corporate limits.

3. Term. The term of this Agreement shall commence on October 1, 2024, and end on September 30, 2025 (the "Primary Term") unless terminated earlier by this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for four (4) successive 12-month periods (the "Renewal Terms") unless terminated earlier by either party.

4. Payment for Services. In consideration of Wylie providing the Services under this Agreement, Lavon shall compensate Wylie in an amount to be assessed by using the following formula (See Exhibit B, attached hereto and hereinafter made a part of this Agreement for an example of this formula):

- a) Quarterly payments. Lavon shall make quarterly payments to Wylie. Lavon will process payment for the amounts due to Wylie within thirty (30) calendar days of receipt of each invoice sent by Wylie. Wylie shall be compensated pro rata for all services performed up to and including the termination date of this Agreement.
- b) In January, Wylie will tabulate the total number of ambulance calls for service for the previous year for the entire contracted service area. The total ambulance call volume tabulated will exclude mutual aid calls for assistance.
- c) Wylie will determine the percentage of calls for each agency within the EMS system's contracted service areas, including the City of Wylie, Collin County, the City of Parker, the City of Lavon, and the Town of Saint Paul.
- d) Wylie will determine the total cost of EMS program expenditures for the previous fiscal year. This includes all expenses of EMS personnel, equipment, and supplies.
- e) Wylie will determine the total Patient (as hereinafter defined) revenue collected from ambulance calls for the previous fiscal year and provide a revenue projection for year one.
- f) Budget estimates for the next fiscal year will be provided to Lavon by April 1st of each year.
- g) Wylie will calculate the fee to be assessed on each jurisdiction within the total contracted service area by using the following formula:
  - i.  $\text{Wylie Total Fiscal EMS Budget (minus) Total Patient Billing Revenues} = \text{Total Balance}$
  - ii.  $\text{Lavon calls for Service with Scene arrival to determine the percentage of calls that occurred in Lavon divided by total contracted service area ambulance responses.}$
  - iii.  $\text{Total Balance (times) the percentage of calls in Lavon to determine the base cost to Lavon}$
  - iv.  $\text{Base Cost to Lavon (times) ten percent (10\%)} = \text{Wylie Administrative fee}$

5. Patient Charges. Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and expenses from persons to whom Services are provided under this Agreement ("Patients"). Wylie shall have sole discretion over the amount of any such charges or expenses imposed on Patients. Lavon shall have no authority over or responsibility for any Patient billing or collection activities for Services provided by Wylie under this Agreement. The Patient charges and expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, Lavon's obligation to pay Wylie the amounts due under this Agreement.

6. Failure to Pay. If Lavon fails to pay any undisputed amounts due to Wylie under this Agreement fully in accordance with Section 4, such failure shall constitute a default ("Default"). In the event of a Default, and in its sole discretion, Wylie is entitled to terminate this Agreement by providing Lavon written notice of its intent to terminate. In addition, Wylie may seek all other remedies available to it under the law.

7. Termination. Either party may terminate this Agreement by providing the other party written notice of termination at least ninety (90) days before the anticipated date of termination; or upon mutual agreement or termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice. In the event of termination, Wylie shall be compensated pro rata for all undisputed amounts for 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, Lavon 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.

8. Governmental 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.

9. Indemnity. Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Agreement. The parties understand and agree that if Wylie does not furnish personnel, equipment, or services to Lavon after being notified of the need for such Services, Wylie shall not be liable to Lavon in damages or otherwise for the failure to furnish the same provided that Wylie used its best efforts to contact an alternate or auxiliary service provider to provide Services to Lavon.

Lavon agrees that the acts or omissions of any person dispatched by Wylie according to this Agreement, traveling to or from said calls, or in any manner furnishing Services to Lavon outside the city limits of Wylie, shall be considered to be the acts and agents of Lavon in all respects, notwithstanding that such person may be a regular employee or independent contractor of Wylie.

**TO THE EXTENT ALLOWED BY LAW, LAVON 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 THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF LAVON, 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 THE TERMINATION OF THIS AGREEMENT.**

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

11. 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. This Agreement is performable in Collin County, Texas. Both parties agree that the venue shall be in Collin County, Texas.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between Lavon and Wylie and supersedes all prior negotiations, representations, and/or written or oral agreements. It may be amended only by a written instrument duly executed by both parties.

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

14. Assignment. This Agreement is not assignable.

15. Legal Construction. This is a negotiated agreement; should any part of this Agreement be in dispute; the parties stipulate that the Agreement shall not be construed more favorably for either party.

16. 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 prepaid and registered or certified with return receipt requested; electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of identical to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the addressee's address. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, address to it at:

City of Wylie, Texas  
Attention: Brent Parker  
300 Country Club Road, Suite 100  
Wylie, Texas 75098

Telephone: (972) 516-6100  
 Facsimile:  
 Email: brent.parker@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
 Attention: Ryan D. Pittman  
 1700 Redbud Blvd., Suite 300  
 McKinney, Texas 75069  
 Telephone: (214) 544-4000  
 Facsimile: (214) 544-4040  
 Email: [REDACTED]

If to Lavon, addressed to it at:

City of Lavon, Texas  
 Attention: Kim Dobbs, City Manager  
 P.O. Box 340  
 120 School Rd.  
 Lavon, Texas 75166  
 Telephone: (972) 843-4220  
 Email: kdobbs@lavontx.gov

With Copy to:

Messer Fort, PLLC  
 6371 Preston Road, Suite 200  
 Frisco, Texas 75034  
 Telephone: (972) 668-6400  
 Email: [REDACTED]

17. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

18. Waiver. A 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.

19. 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.

20. Cooperative Purchasing. This Agreement will allow for a cooperative purchasing program between the parties, allowing each party to purchase goods and services under each other's competitively bid contracts under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery. Either party may terminate this portion of the agreement by providing the other party thirty (30) days prior written notice.


21. 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 caused this Agreement to be executed by their respective undersigned, duly authorized representatives.

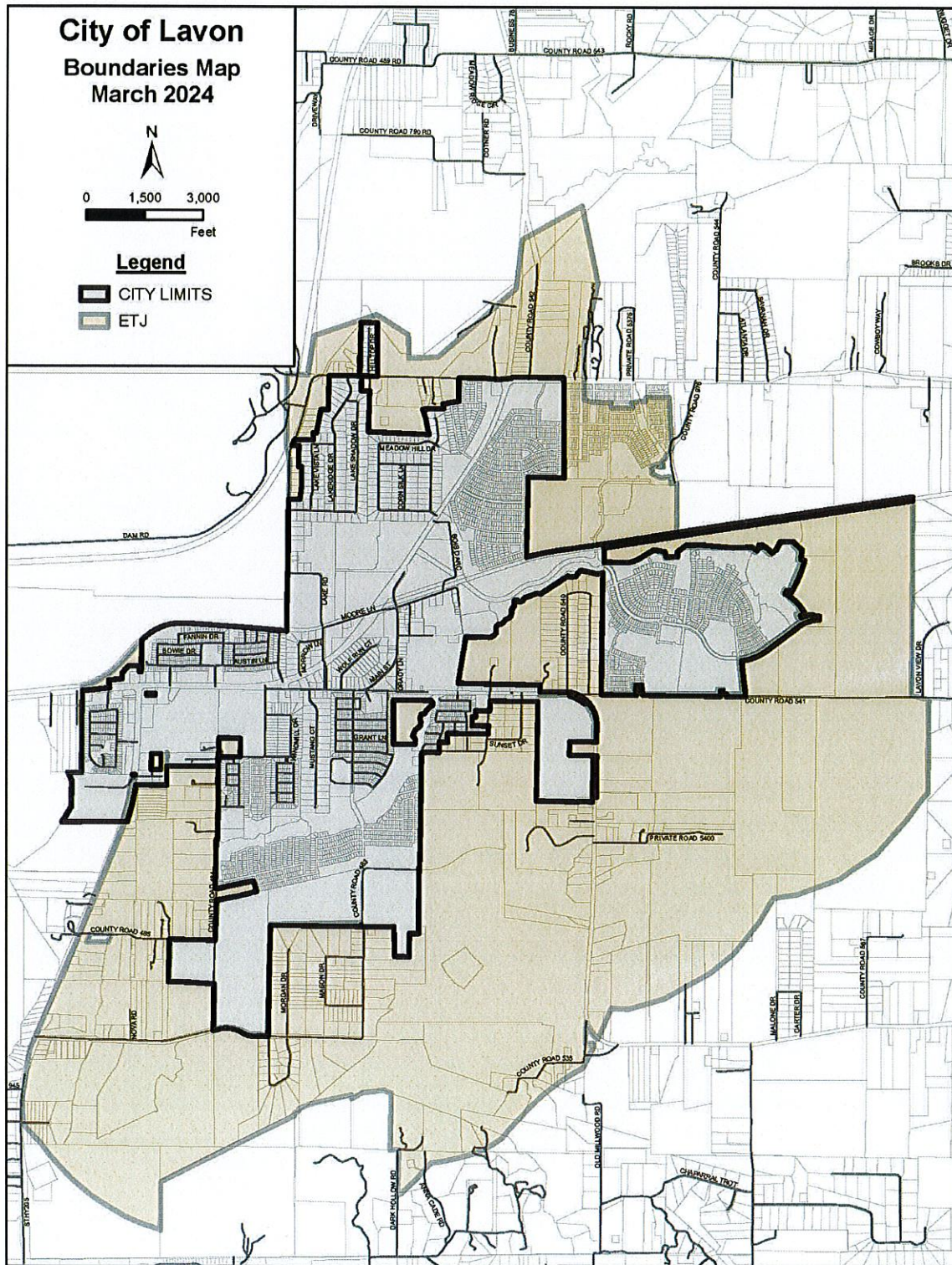
**CITY OF WYLIE, TEXAS,**  
a Home-Rule Municipality

By: \_\_\_\_\_  
Name Brent Parker  
Title: City Manager  
Date: \_\_\_\_\_

**CITY OF LAVON, TEXAS,**  
a Home-Rule Municipality

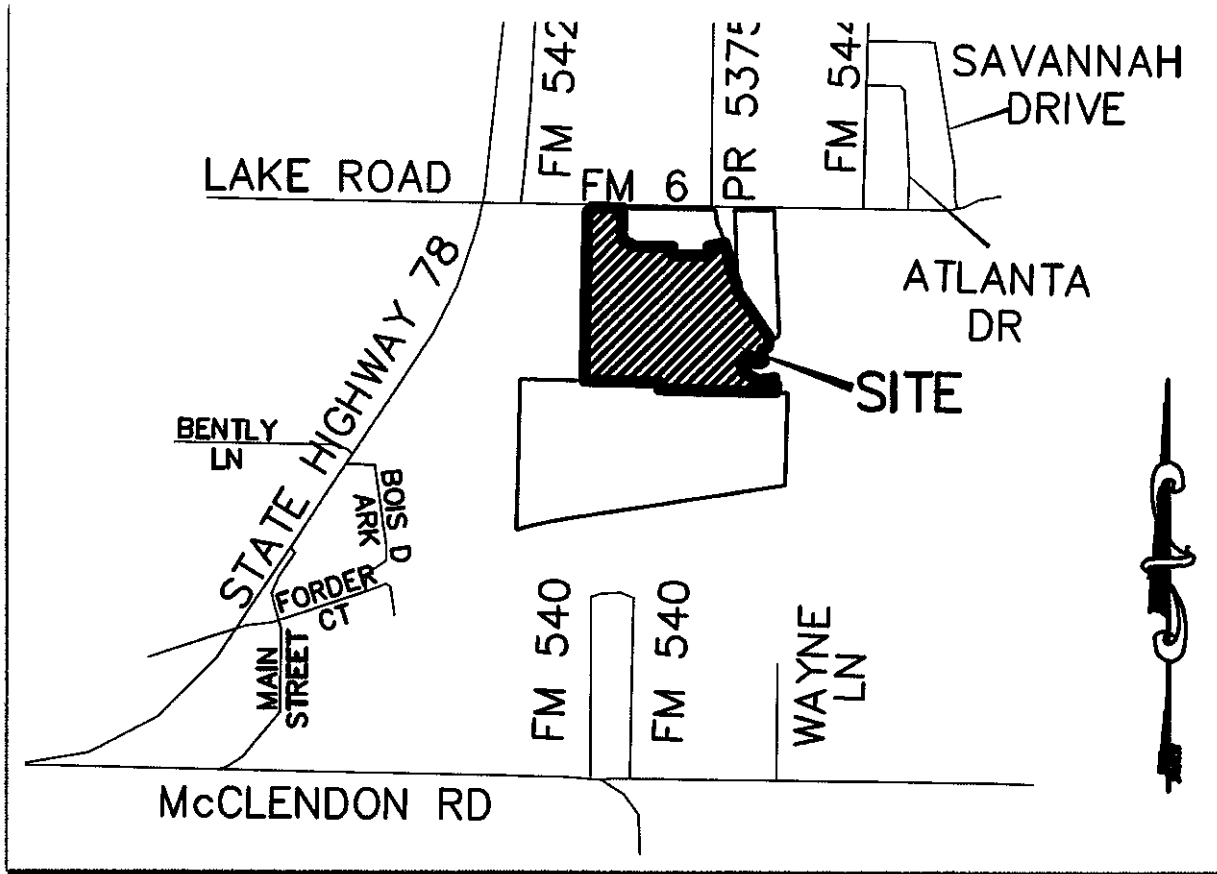
By:   
Name Kim Dobbs  
Title: City Manager  
Date: 08-06-2024

# **EXHIBIT A** **MUNICIPAL BOUNDARIES OF THE CITY OF LAVON** **AND SERVICE AGREEMENT AREAS**



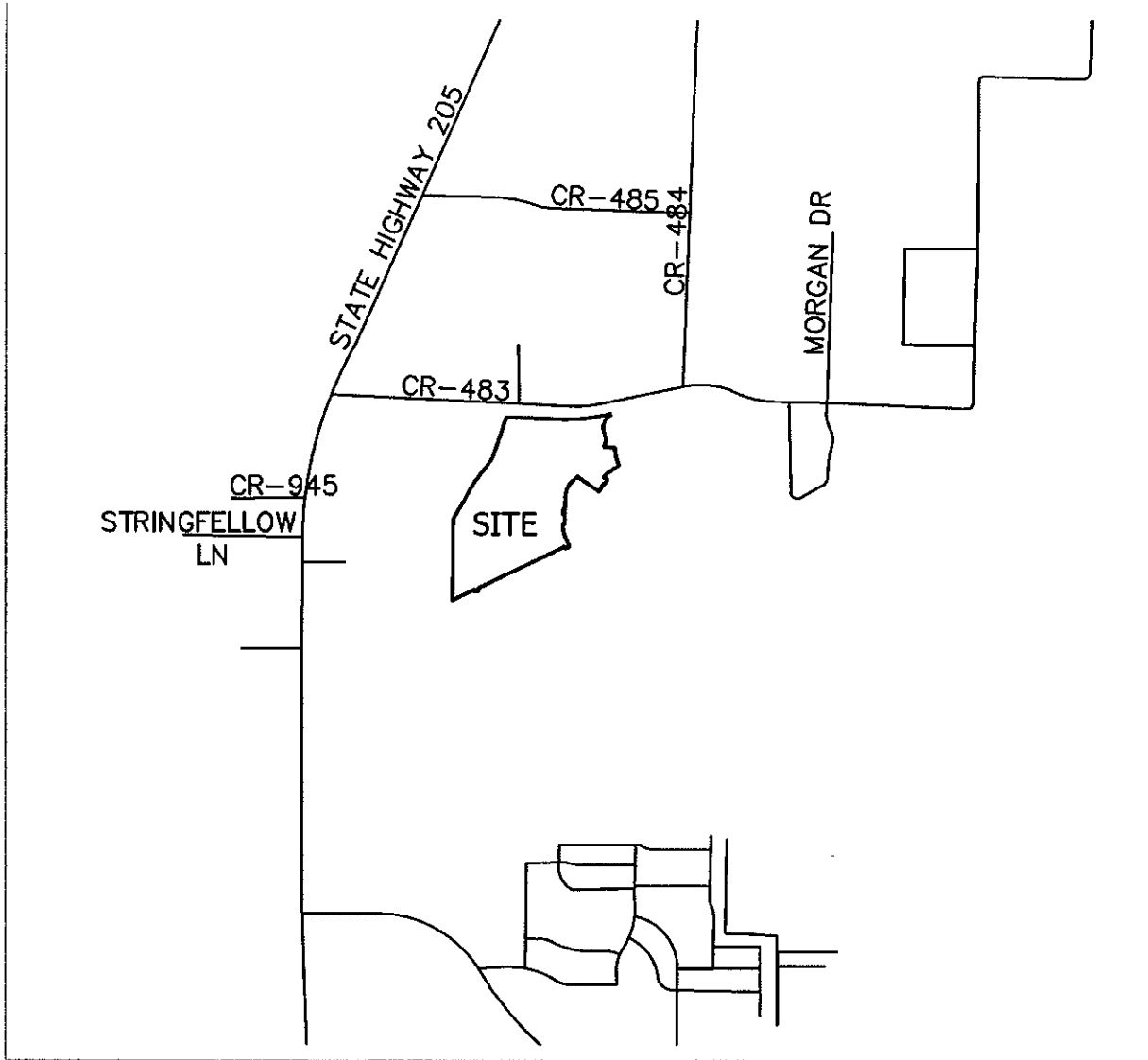
**EXHIBIT A**  
**MUNICIPAL BOUNDARIES OF THE CITY OF LAVON**  
**AND SERVICE AGREEMENT AREAS**

ELEVON MUNICIPAL UTILITY DISTRICT NO. 1-A



**EXHIBIT A**  
**MUNICIPAL BOUNDARIES OF THE CITY OF LAVON**  
**AND SERVICE AGREEMENT AREAS**

COLLIN COUNTY MUNICIPAL UTILITY DISTRICT NO. 5



**EXHIBIT B**  
**COMPENSATION METHODOLOGY**

FY2024-2025 WORKSHEET

**CITY OF LAVON**

Total WFR Annual EMS Budget	\$2,781,738.88
Total Projected Revenues	\$1,250,000.00
Balance (Expenditures minus Projected Revenue)	\$1,531,738.88
Total Wylie EMS System Scene Arrivals (2023)	4,796
Total Calls (Arrived on Scene) in Lavon Jurisdiction (excluding ETJ)	430
Percent of Total Ambulance Scene Arrivals	8.97%
Total Cost (% of Calls x Balance)	\$137,396.98
10% City of Wylie Administrative Fee	10.00%
<b>Total Cost to Lavon (Amount Due FY24-25)</b>	<b>\$151,136.68</b>



# Wylie City Council

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## AGENDA REPORT

Department: Fire  
Prepared By: Fire- Brandon Blythe

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, Resolution No. 2024-20(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 Parker for Emergency Medical Services – Medical Transport Services.

### Recommendation

Motion to approve the Item as presented.

### Discussion

With the termination of the Southeast Collin County Coalition Agreement, the City of Parker has requested the City of Wylie provide EMS Medical Transport Services to the citizens of Parker 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.



**RESOLUTION NO. 2024-20(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 PARKER FOR EMERGENCY MEDICAL SERVICES – MEDICAL TRANSPORT 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 Parker and the City of Wylie, Texas for Emergency Medical Services – Medical Transport 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 13th day of August, 2024.

\_\_\_\_\_  
Matthew Porter, Mayor

**ATTEST TO:**

\_\_\_\_\_  
Stephanie Storm, City Secretary

**RESOLUTION 2024-804**  
*(Ambulance Service)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF WYLIE, TEXAS, FOR EMS TRANSPORT SERVICES; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Parker, Texas, desires to protect the health, safety and welfare of its citizens, and

**WHEREAS**, the City Council deems it in the best interest of the City of Parker to enter into a Interlocal Cooperation Agreement for EMS Transport Services ("Agreement") to obtain certain services to be performed for the benefit of the City Parker, Texas;

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

**SECTION 1.** The Agreement attached hereto and entitled "Interlocal Agreement Between the City of Wylie, Texas, and the City of Parker, Texas" for the provision of EMS Transport Services, is approved.

**SECTION 2.** The City Administrator is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker, Texas.

**SECTION 3.** The City Council approves this Agreement subject to the provision for Indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the City of Wylie, Texas, to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

**SECTION 4.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase of section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and its attachment left standing.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 6<sup>TH</sup> DAY OF AUGUST 2024.**



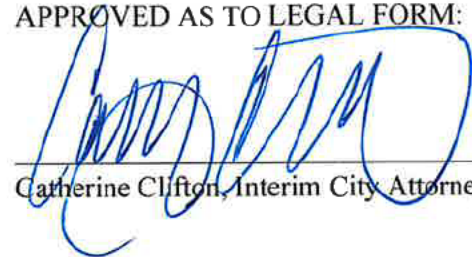
PARKER:

  
Lee Pettie, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

  
Catherine Clifton, Interim City Attorney

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF WYLIE, TEXAS  
AND THE CITY OF PARKER, TEXAS  
(Emergency Medical Transport Services)**

THIS AGREEMENT ("Agreement") is made and entered into this 6<sup>th</sup> day of August, 2024, by and between the **City of Wylie, Texas**, a home-rule municipality ("**Wylie**"), and the **City of Parker, Texas**, a Type A General Law municipal corporation ("**Parker**"). Wylie and Parker are at times each referred to herein as a "party" or collectively the "parties."

WHEREAS, Parker is a Type A General Law municipal corporation, duly organized and operating under the laws of the State of Texas, and engaged in the administration of local government and related services for the benefit of the citizens of Parker; and

WHEREAS, Wylie is a home-rule municipality, duly organized and operating under the laws of the State of Texas, and engaged in the provision of fire protection, emergency medical services ("**EMS**"), and other related services for the benefit of the citizens of Wylie; and

WHEREAS, Parker has requested that Wylie provide EMS Medical Transport services to the citizens of Parker, and Wylie has agreed to provide such services subject to 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 EMS Transport services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

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

NOW, THEREFORE, Wylie and Parker mutually agree to the following:

1. **Services Provided.** Wylie will provide twenty-four (24) hour EMS transport services within the municipal boundaries of Parker, the area of which is generally depicted in Exhibit A, which is attached hereto and hereinafter made a part of this Agreement (collectively, the "**Services**"). Services shall include but are not limited to providing Advanced Life Support Emergency Medical Services to persons and property located within the municipal boundaries of Parker and special districts under contract with Parker for fire and emergency medical services. The Services shall include but are not limited to:

- a) Ambulance Transport: The core service provided would be Advanced Life Support Ambulance transport, including emergency and non-emergency transportation.
- b) Emergency Medical Care: Emergency medical care by trained medical personnel, including paramedics and emergency medical technicians (EMTs).
- c) Ambulance dispatch services: Coordinate emergency ambulance response through the Wylie public safety communications center to ensure timely deployment of ambulances in emergencies.

- d) Emergency communications and Emergency Medical Dispatching Services (EMD) when the caller is transferred to the Wylie Public Safety Communications Center
- e) Medical Equipment and Supplies: Wylie will replenish expended supplies for an emergency patient(s) at the Parker Fire Department by providing and maintaining medical equipment and supplies necessary for emergency medical care and transport ambulance operations.
- f) EMS advisory, planning, and coordination with the Parker Fire Department for special events will be separate from this Agreement. Staffing and personnel from Wylie Fire Rescue for special events will also be individual and are not subject to this Agreement.
- g) Billing and Insurance Services: Wylie will handle billing and insurance claims related to ambulance services and ensure that costs are appropriately covered and reimbursed.
- h) Quality assurance and improvement include monitoring and evaluating ambulance services to ensure quality care delivery and continuous improvement.
- i) Compliance and Regulatory Support: This includes assistance with complying with local, state, and federal regulations governing ambulance services and emergency medical care.

2. Performance of Services. Services shall not be arbitrarily withheld, but the parties understand that unforeseen circumstances may 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 Parker. In the performance of the Services, Wylie shall have the sole responsibility and discretion to determine the priorities for dispatching and using equipment and personnel. Parker understands that the availability of Wylie Fire Department Fire / EMS units will be subject to the demands within Wylie, which will, in all cases, take priority, as well as other existing interlocal and mutual aid agreements. When units from Wylie are unavailable or have an anticipated delayed response time, Wylie will use its best efforts to contact an alternate or auxiliary service provider to provide services to Parker. In such an event, Parker shall be solely responsible for paying any costs or fees assessed by any alternate or auxiliary service provider.

This Agreement shall not obligate Wylie to construct or keep any facilities, equipment, or personnel within the contracted service area or to designate, reserve, or devote all or part of Wylie's facilities, equipment, or personnel exclusively to or for the use of Parker in carrying out this Agreement.

Parker shall be solely responsible for providing Wylie with a current city map and updating it as necessary to reflect new residents or the addition of new territory. This Agreement may be terminated or renegotiated at Wylie's discretion if Parker annexes additional territory into its corporate limits.

3. Term. The term of this Agreement shall commence on October 1, 2024, and end on September 30, 2025 (the "Primary Term") unless terminated earlier by this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for four (4) successive 12-month periods (the "Renewal Terms") unless terminated earlier by either party by this Agreement.

4. Payment for Services.

In consideration of Wylie providing the Services under this Agreement, Parker shall compensate Wylie in an amount to be assessed by using the following formula: (See Exhibit B, attached hereto and hereinafter made a part of this Agreement)

- a) Quarterly payments. Parker shall make quarterly payments to Wylie. Parker will process payment for the amounts due to Wylie within thirty (30) calendar days of receipt of each invoice sent by Wylie. Wylie shall be compensated pro rata for all services performed up to and including the termination date.
- b) In January, Wylie will tabulate the total number of ambulance calls for service for the previous year for the entire contracted service area. The total ambulance call volume tabulated will exclude mutual aid calls for assistance.
- c) Wylie will determine the percentage of calls for each agency within the EMS system's contracted service areas, including the City of Wylie, Collin County, the City of Parker, the City of Lavon, and the Town of Saint Paul.
- d) Wylie will determine the total cost of EMS program expenditures for the previous fiscal year. This includes all expenses of EMS personnel, equipment, and supplies.
- e) Wylie will determine the total patient revenue collected from ambulance calls for the previous fiscal year and provide a revenue projection for year one.
- f) Budget estimates for the next fiscal year will be provided to Parker by April 1st of each year.
- g) Wylie will calculate the fee to be assessed on each jurisdiction within the total contracted service area by using the following formula: (See Exhibit B, attached hereto and hereinafter made a part of this Agreement)
  - i.  $\text{Wylie Total Fiscal EMS Budget (minus) Total Patient Billing Revenues} = \text{Total Balance}$
  - ii.  $\text{Total contracted service area ambulance responses (divided by) Parker Calls for Service to determine the percentage of calls that occurred in Parker.}$
  - iii.  $\text{Total Balance (times) the percentage of calls in Parker to determine the base cost to Parker}$
  - iv.  $\text{Base Cost to Parker (times) ten percent (10\%) Wylie Administrative fee}$

5. Patient Charges. Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and expenses from persons to whom Services are provided under this Agreement ("Patients"). Wylie shall have sole discretion over the amount of any such charges or expenses imposed on Patients. Parker shall have no authority over or responsibility for any Patient billing or collection activities for Services provided by Wylie under this Agreement. The Patient charges and expenses billed and/or collected by Wylie shall be in addition to, and shall not affect, Parker's obligation to pay Wylie the amounts due under this Agreement.

6. Failure to Pay. If Parker fails to pay any amounts due to Wylie under this Agreement fully, such failure shall constitute a default ("Default"). In the event of a Default, and in its sole discretion, Wylie is entitled to terminate this Agreement by providing Parker written notice of its intent to terminate. In addition, Wylie may seek all other remedies available to it under the law.

7. Termination. Either party may terminate this Agreement by providing the other party written notice of termination at least ninety (90) days before the anticipated date of termination; or upon mutual agreement or termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice. In the event of termination, Wylie shall be compensated pro rata 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, Parker 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.

8. Governmental 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.

9. Indemnity. Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Agreement. The parties understand and agree that if Wylie does not furnish personnel, equipment, or services to Parker after being notified of the need for such Services, Wylie shall not be liable to Parker in damages or otherwise for the failure to furnish the same provided that Wylie used its best efforts to contact an alternate or auxiliary service provider to provide Services to Parker.

Parker agrees that the acts or omissions of any person dispatched by Wylie according to this Agreement, traveling to or from said calls, or in any manner furnishing Services to Parker outside the city limits of Wylie, shall be considered to be the acts and agents of Parker in all respects, notwithstanding that such person may be a regular employee or independent contractor of Wylie.

**TO THE EXTENT ALLOWED BY LAW, PARKER 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 THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF PARKER, 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 THE TERMINATION OF THIS AGREEMENT.**

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

11. 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. This Agreement is performable in Collin County, Texas. Both parties agree that the venue shall be in Collin County, Texas.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between Parker and Wylie and supersedes all prior negotiations, representations, and/or written or oral agreements. It may be amended only by a written instrument duly executed by both parties.

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

14. Assignment. This Agreement is not assignable.

15. Legal Construction. This is a negotiated agreement; should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

16. 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 prepaid and registered or certified with return receipt requested; facsimile, electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of identical to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the addressee's address. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, address to it at:

City of Wylie, Texas  
Attention: Brent Parker  
300 Country Club Road, Suite 100  
Wylie, Texas 75098



Telephone: (972) 516-6100  
 Facsimile:  
 Email: [brent.parker@wylietexas.gov](mailto:brent.parker@wylietexas.gov)

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
 Attention: Ryan D. Pittman  
 1700 Redbud Blvd., Suite 300  
 McKinney, Texas 75069  
 Telephone: (214) 544-4000  
 Facsimile: (214) 544-4040  
 Email: [REDACTED]

If to Parker, addressed to it at:

City of Parker, Texas  
 Attention: Luke Olson, City Administrator  
 5700 E. Parker Rd  
 Parker, Texas 75002  
 Telephone: (972) 442-6811  
 Email: [lolson@parkertexas.us](mailto:lolson@parkertexas.us)

With Copy to:

5700 E. Parker Rd  
 Parker, TX 75002  
 Telephone: (972) 442-6811

17. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

18. Waiver. A 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.

19. 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.

20. Cooperative Purchasing. This Agreement will allow for a cooperative purchasing program between the parties, allowing each party to purchase goods and services under each other's competitively bid contracts under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The City Manager or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made under Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery. Either party may terminate this portion of the agreement by providing the other party thirty (30) days prior written notice.


21. 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 caused this Agreement to be executed by their respective undersigned, duly authorized representatives.

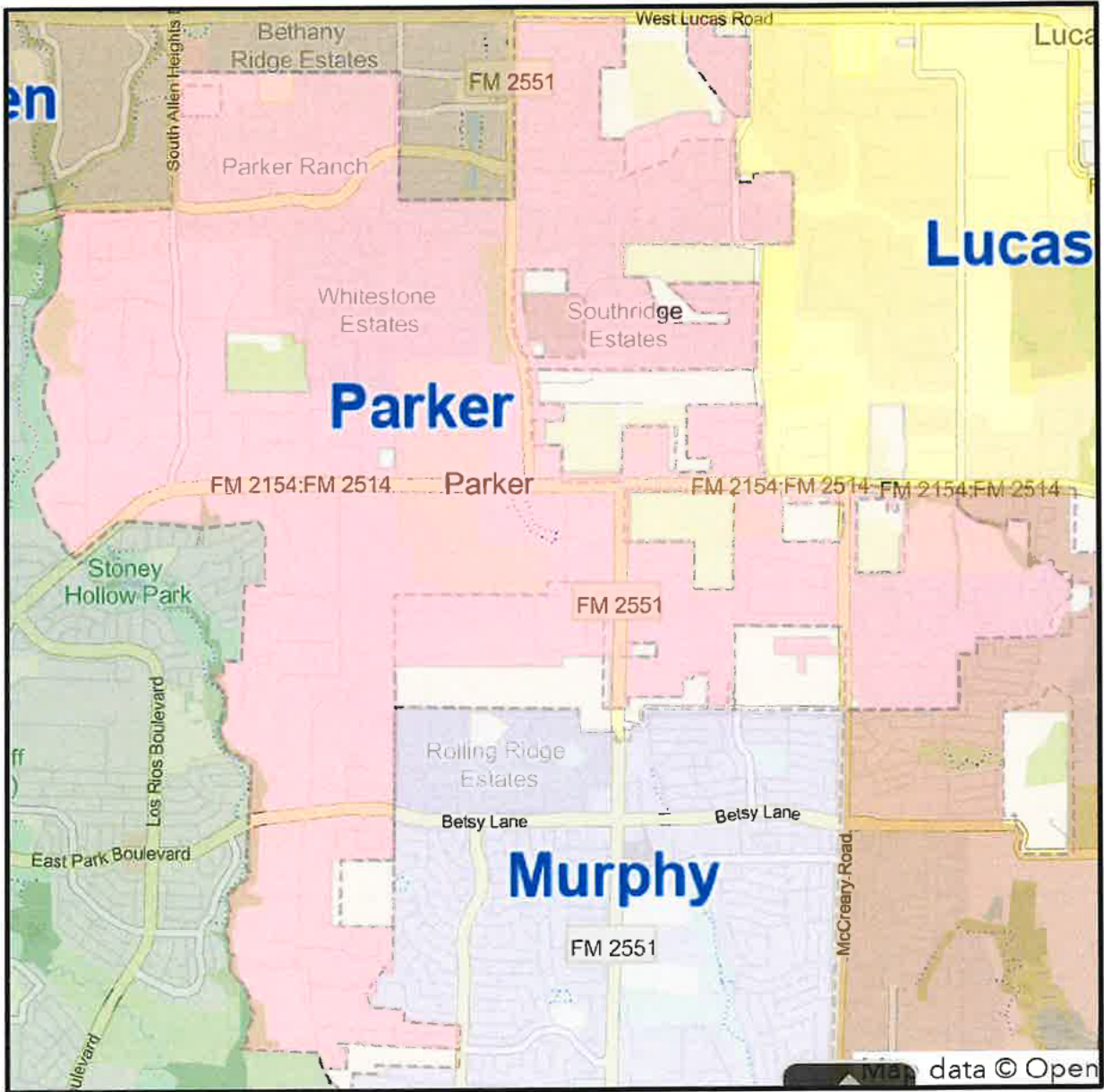
**CITY OF WYLIE, TEXAS,**  
a Home-Rule Municipality

By: \_\_\_\_\_  
Name Brent Parker  
Title: City Manager  
Date: \_\_\_\_\_

**CITY OF PARKER, TEXAS,**  
a Type A Municipal Corporation

By:   
Name Luke Olson  
Title: City Administrator  
Date: 8/7/24

**EXHIBIT A**  
**MUNICIPAL BOUNDARIES OF THE CITY OF PARKER**



**EXHIBIT B**  
**COMPENSATION METHODOLOGY**

FOR EXAMPLE ONLY - YEAR 1

<b>CITY OF PARKER</b>	
Total WFR Annual Budget - EMS	\$2,592,742.47
Total Projected Revenues*	\$1,000,000.00
Balance (expenditures - Projected Revenue)	\$1,592,742.47
Total Wylie EMS Ambulance Scene Arrivals	4,796
Total Calls for City (Parker) (Arrived on Scene)	210
<b>% of Total Ambulance Responses in 2023</b>	<b>4.38%</b>
Total Cost (% of calls x Balance)	\$69,762.12
10% City of Wylie Administrative Fee	10.00%
Total Cost To City of Parker	\$76,738.33



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: City Secretary

Account Code: \_\_\_\_\_

### Subject

**Tabled from 06-25-2024**

*Remove from table and consider*

Consider, and act upon, an appointment to fill a Board of Review vacancy for a term to begin July 1, 2024 and end June 30, 2026.

### Recommendation

Motion to approve \_\_\_\_\_ to fill a Board of Review vacancy for a term to begin August 13, 2024 and end June 30, 2026.

### Discussion

At the June 25<sup>th</sup> City Council meeting, Council tabled this item and gave staff direction to re-enable the Board of Review application online to allow for applicants to apply.

Staff did receive one new application and contacted the two alternate board members to see if they would be interested in a seated position. All three applicants are eligible to serve. If an alternate is moved up to the vacant seated position, an applicant would need to be appointed to fulfill the alternate's remaining term.

Applicants:

- William Crowe (Alt. - term expires June 2025)
- Mary Nitschke (Alt. - term expires June 2025)
- Dipu Harilal

Per Ordinance No. 2022-01, prospective Board of Review applicants will be interviewed by the entire City Council. Staff did reach out to the new applicant, Dipu Harilal to see if they were able to attend tonight's meeting for an interview.

## Board of Review Application

### Personal Information

**First Name \***

William

**Last Name \***

Crowe

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

22

**Months \***

6

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

### Employment Information

**Occupation**

Nurse Practitioner

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

The ability to look at evidence, to hear stories and to come up with most plausible reason

### Board/Commission Service

**Currently serve on a board/commission \***

☐ Yes ☒ No

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

To critically look at an issue to determine logical causes and plans of action

# Board of Review Application

## Personal Information

**First Name \***

Dipu

**Last Name \***

Harilal

## Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

15

**Months \***

7

## Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

## Employment Information

**Occupation**

IT consultant & Real Estate

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

I have been actively involved in managing projects and people while executing plans and execution of plans.

## Board/Commission Service

**Currently serve on a board/commission \***

☐ Yes ☒ No

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

As a US Army veteran, I understand the value of serving others in the immediate community and in the process, the country. I am always looking for opportunities where my skills can be applied effectively.

# Board of Review Application

## Personal Information

**First Name \***

Mary

**Last Name \***

Nitschke

## Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

3

**Months \***

10

## Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

## Employment Information

**Occupation**

VP of Sustainability

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

23+ in Multifamily and Commercial Real Estate Work Experience, Energy Resource Manager, True Advisor,  
Active Volunteer with Urban Land Institute Urban Plan

## Board/Commission Service

**Currently serve on a board/commission \***

☐ Yes ☒ No

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

I have unexpectedly fallen in love with this city. It is extraordinary in its focus on community, people, art and open space is inspiring. I want to give back to this community and give back.



## ORDINANCE NO. 2022-01

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

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

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

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

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

### **Section 1.      Creation of Code of Conduct**

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

### **Section 2.      Policy**

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

### **Section 3.      Definitions**

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

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

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

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

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

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

*Official Action* means:

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

#### **Section 4. Covered officials**

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

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

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

#### **Section 6. Education**

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

#### **Section 7. Standards of Conduct for City Officials**

##### **(A) Appearance on behalf of private interests of others**

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

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

**(B) Misuse and disclosure of confidential information**

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

**(C) Restrictions on political activity and political contributions**

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

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

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

**(E) Conflicts of Interest**

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

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

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

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

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

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

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

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

**Section 8. Board of Review**

**(A) Creation and appointment**

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

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

**(B) Qualifications**

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

**(C) Terms of appointment / Limitations**

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

**(D) Training / Removal**

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

**(E) Consultation with City Attorney**

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

**(F) Reviewing Attorney**

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

**(G) Complaint Process**

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



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

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



## (7) City Council Review / Hearing

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

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

**(H) Findings / Consequences**

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

**Section 9. Other Obligations**

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

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

**Section 10. Effective Date**

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

**Section 11. Distribution and Training**

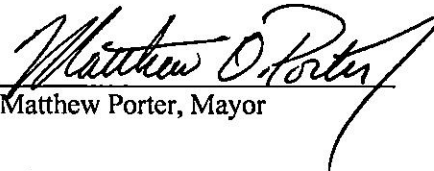
- (A) Every person shall be provided reasonable opportunity to review this Code as a condition of their candidacy and/or application to be a City Official. At the time of application for a position of City Official, every applicant shall be furnished with a copy of this Code.
- (B) Individuals seated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

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

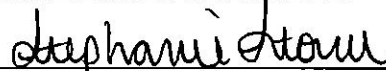
## Section 12. Severability

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

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

  
Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

  
Stephanie Storm



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



The Farmersville Times • Murphy Monitor • The Princeton Herald • The Sachse News • THE WYLIE NEWS

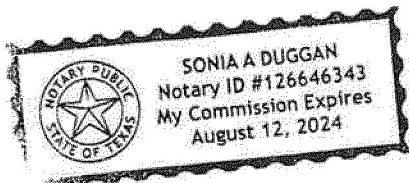
STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Chad Engbrock, publisher of C & S Media, dba *The Wylie News*, a newspaper regularly published in Collin County, Texas and having general circulation in Collin County, Texas, and being in compliance with Section 2051.044, Texas Government Code (a); (1), (2), (3) and (4), who being by me duly sworn, deposed and says that the foregoing attached:

**City of Wylie**  
**Legal Notice – Ordinance No. 2022-01 & Ordinance No. 2021-55**  
**was published in said newspaper on the following date(s), to-wit:**  
**January 19, 2022**

Chad Engbrock, Publisher

Subscribed and sworn before me on this, the 20<sup>th</sup> day of January, 2022, to certify which witness my hand and seal of office.



Notary Public in and for  
The State of Texas

My commission expires 08/12/2024.

**Ordinance  
No. 2021-55**

An Ordinance Of The City Of Wylie, Texas, Amending Chapter 110 (Traffic And Vehicles) Of Article Vi. (Stopping, Standing, And Parking) Of Section 110-173 (Stopping, Standing, Or Parking Prohibited In Certain Places) Of The Wylie Code Of Ordinances; Creating Section 110-173 (G) Prohibiting The Stopping, Standing, Or Parking Of A Vehicle Along The North Side Of Cloudcroft Dr. From S. Ballard Ave. East To The West Property Line Of 115 Cloudcroft (Approximately 582 Feet) And The South Side Of Cloudcroft Dr. From S. Ballard Ave. East To The Point Of Intersection With Vail Ln. (Approximately 560 Feet) And On Both Sides Of Stoneybrook Dr. From S. Ballard Ave. West To The Point Of Intersection With Willow Way (Approximately 360 Feet) During Those Times Set Forth In This Ordinance; Establishing An Offense; Providing For A Penalty For The Violation Of This Ordinance; Providing For Repealing, Savings And Severability Clauses; Providing For An Effective Date Of This Ordinance; And Providing For The Publication Of The Caption Hereof.

38-1t-86li

**CITY OF WYLIE****Ordinance  
No. 2022-01**

An Ordinance Of The City Of Wylie, Texas, Repealing Ordinance No. 2014-19, Creating A Code Of Conduct; Providing For A Penalty For The Violation Of This Ordinance; Providing For Repealing, Savings, And Severability Clauses; Providing For An Effective Date Of This Ordinance; And Providing For The Publication Of The Caption Hereof.

**ORDINANCE NO. 2022-70**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 2 (ADMINISTRATION), ARTICLE III (OFFICERS), DIVISION 2 (CODE OF CONDUCT), SECTION 2-58 (BOARD OF REVIEW) TO AMEND THE TERM LIMITS, ADD A HOLDOVER PROVISION, AND EXCLUDE THE SERVICE OF BOARD MEMBERS SPOUSES OR DOMESTIC PARTNERS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, in January 2022, the City Council of the City of Wylie, Texas ("City Council") adopted Ordinance No. 2022-01 that, among other things, established a Code of Conduct; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend Ordinance No. 2022-01 and Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 2 (Administration), Article III (Officers), Division 2 (Code of Conduct), Section 2-58 (Board of Review); and

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

**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 of Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 2, Article III, Division 2, Section 2-58, and Ordinance No. 2022-01.** Chapter 2, Article III, Division 2, Section 2-58, and Ordinance No. 2022-01 are amended to read as follows:

**"CHAPTER 2 (ADMINISTRATION)**

...

**ARTICLE III (OFFICERS),**

...

**DIVISION 2 (CODE OF CONDUCT)**

...

**Sec. 2-58. Board of Review**

...

**(B) Qualifications**

- (1) All members must live within the City of Wylie city limits and be at least 18 years of age;

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

(C) Terms of appointment / Limitations

- (1) No member shall serve on the board for more than three consecutive, two-year terms or six consecutive years, whichever is less; provided, however, that should a board member's replacement not be qualified upon the expiration of any term of a board member, then that board member shall holdover on the board until a qualified replacement board member has been appointed.
- (2) Except for a board member whose tenure has been extended by the City Council as provided above, a member who has served three consecutive, two-year terms or six consecutive years, whichever is less, on the board may be reappointed to serve on the board after being off the board for at least one year, and upon reappointment, the member is eligible to serve another three consecutive terms or six consecutive years, whichever is less. Such member is eligible, however, for appointment to a different board or commission without waiting.
- (3) BOR members shall serve until any Complaints pending during their appointed term have been fully adjudicated by the BOR.
- (4) If a person selected to serve on the BOR pursuant to this subsection cannot fulfill his or her duties as a member of the BOR due to illness, travel, disqualification under the terms outlined above, or another bona fide reason, or otherwise refuses to serve on the BOR, that person shall be requested to confirm that fact with the City Secretary in writing within 15 calendar days of receipt of the service notification. In this event, the City Secretary shall repeat the process outlined herein until a substitute has been selected.

..."

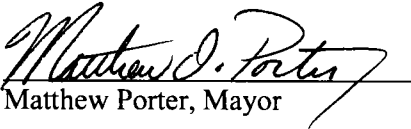
**SECTION 3. Repealing/Saving.** Each Ordinance referenced in this Ordinance and the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any other ordinances in conflict with this Ordinance are hereby repealed to the extent 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 portion of conflicting 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. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases are

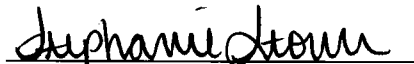
declared unconstitutional and/ or invalid.

**SECTION 5. Effective Date.** This Ordinance shall become effective from and after its adoption. The term limitations and other provisions set forth in Section 2 shall apply retroactively to members serving on the board referenced herein as of the effective date of this Ordinance, including those board members whose appointments were made prior to the adoption of this Ordinance.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 13th day of December, 2022.

  
Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

  
Stephanie Storm







# Wylie City Council

## AGENDA REPORT

Department: Finance  
 Prepared By: Melissa Brown

Account Code: \_\_\_\_\_

### Subject

Consider, and act upon, Resolution No. 2024-21(R) of the City Council of the City of Wylie, Texas, accepting the proposed property tax rate for the fiscal year 2024-25, accepting the calculation of the no new revenue tax rate and the voter approval tax rate, establishing August 27, 2024 at 6:00 p.m. at the City of Wylie Municipal Complex for a public hearing and vote on the proposed property tax rate, and providing for the publication as provided by the Texas Property Tax Code, Chapter 26.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The City is required by law to follow certain meeting and notice (publication) guidelines identified in the “Truth in Taxation” Tax Codes. In accordance with the laws of the State of Texas, the no new revenue tax rate, the voter approval tax rate and other information must be published and a public hearing must be held. This year’s no new revenue rate is \$0.507537 and the voter approval tax rate (including unused increment) is \$0.534301.

The proposed 2024-25 budget is based on a tax rate of \$0.534301 per \$100 valuation. The proposed rate is the voter approval tax rate and is \$0.004581 less than the current rate.

The proposed budget was placed on file with the City Secretary’s office on August 5th. Any changes in the proposed tax rate will require revision of the proposed budget. The City Council is required to vote on the proposed tax rate tonight and publish the required information at least five days prior to the public hearing on August 27th. The notice of public hearing will include how each council member voted. The council may adopt the tax rate at the same meeting as the public hearing. If a tax rate is not adopted on August 27th, a special called meeting must be held within seven days (September 3rd) to adopt a rate. [Tax Code 26.06(e)]

The official detailed tax rate calculations are available in the office of the Collin County Tax Assessor/Collector, Kenneth L. Maun, in McKinney. Citizens may also find a five-year history of this information on the county website, [collincountytexas.gov/tax\\_assessor](http://collincountytexas.gov/tax_assessor). The current year calculation will also be available at the Collin County Appraisal District’s Tax Transparency Website, <https://collintaxes.org/>. A copy of the calculation is also maintained in the Finance Department and will be posted to our website.

**RESOLUTION NO. 2024-21(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2024-2025; ACCEPTING THE CALCULATION OF THE NO NEW REVENUE TAX RATE; ACCEPTING THE CALCULATION OF THE VOTER APPROVAL TAX RATE AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE, CHAPTER 26.**

**WHEREAS**, the City of Wylie has received the calculated no new revenue tax rate as presented by the Collin County Tax Assessor/Collector's Office; and

**WHEREAS**, the City of Wylie has received the calculated voter approval tax rate as presented by the Collin County Tax Assessor/Collector's Office; and

**WHEREAS**, the Texas Property Tax Code, Chapter 26, provides the specific procedures in which to consider the proposed tax rate;

**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 accept the rate of \$0.534301 per \$100 valuation as the proposed property tax rate for fiscal year 2024-2025.

**SECTION 2.** The City Council of the City of Wylie, Texas, met in a public meeting on August 13, 2024, and accepted this resolution with a majority vote.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this the 13<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Matthew Porter, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Storm, City Secretary

# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Wylie

972-516-6000

Taxing Unit Name

Phone (area code and number)

300 Country Club Rd., Building 100, Wylie, TX 75098

www.wylietexas.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ 7,457,702,680
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ 730,905,316
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 6,726,797,364
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.538882 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b> <div> <div>A. Original prior year ARB values:.....</div> <div>B. Prior year values resulting from final court decisions:.....</div> <div>C. Prior year value loss. Subtract B from A.<sup>3</sup></div> </div>	<div> <div>\$ 95,919,504</div> <div>- \$ 89,711,833</div> <div>\$ 6,207,671</div> </div>
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b> <div> <div>A. Prior year ARB certified value:.....</div> <div>B. Prior year disputed value:.....</div> <div>C. Prior year undisputed value. Subtract B from A.<sup>4</sup></div> </div>	<div> <div>\$ 348,129,773</div> <div>- \$ 20,421,289</div> <div>\$ 327,708,484</div> </div>
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 333,916,155

<sup>1</sup> Tex. Tax Code §26.012(14)<sup>2</sup> Tex. Tax Code §26.012(14)<sup>3</sup> Tex. Tax Code §26.012(13)<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 7,060,713,519
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. <p><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 226,979</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 9,943,358</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 10,170,337
11.	<b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. <p><b>A. Prior year market value:</b> ..... \$ 0</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ 0</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 0
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 10,170,337
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 7,050,543,182
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 37,994,108
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>9</sup>	\$ 156,913
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 38,151,021
18.	<b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup> <p><b>A. Certified values:</b> ..... \$ 8,314,895,529</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0</p> <p><b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ 0</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ 8,314,895,529

<sup>5</sup> Tex. Tax Code §26.012(15)<sup>6</sup> Tex. Tax Code §26.012(15)<sup>7</sup> Tex. Tax Code §26.012(15)<sup>8</sup> Tex. Tax Code §26.03(c)<sup>9</sup> Tex. Tax Code §26.012(13)<sup>10</sup> Tex. Tax Code §26.012(13)<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)<sup>12</sup> Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup> <b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ 273,676,296 <b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ 0 <b>C. Total value under protest or not certified.</b> Add A and B. ..... \$ 273,676,296	
20.	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ 856,146,889
21.	<b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ 7,732,424,936
22.	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup>	\$ 0
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup>	\$ 215,542,446
24.	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$ 215,542,446
25.	<b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.	\$ 7,516,882,490
26.	<b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ 0.507537 /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup>	\$ _____ /\$100

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>Prior year M&amp;O tax rate.</b> Enter the prior year M&O tax rate.	\$ 0.398412 /\$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,060,713,519

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)

<sup>14</sup> Tex. Tax Code §26.01(c)

<sup>15</sup> Tex. Tax Code §26.01(d)

<sup>16</sup> Tex. Tax Code §26.012(6)(B)

<sup>17</sup> Tex. Tax Code §26.012(6)

<sup>18</sup> Tex. Tax Code §26.012(17)

<sup>19</sup> Tex. Tax Code §26.012(17)

<sup>20</sup> Tex. Tax Code §26.04(c)

<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ 28,130,729
31.	<b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b> <b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding the prior tax year. .... + \$ 119,448 <b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. .... - \$ 0 <b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0 <b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. .... \$ 119,448 <b>E. Add Line 30 to 31D.</b>	\$ 28,250,177
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,516,882,490
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.375823 /\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup> <b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 <b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0.000000 /\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ _____ /\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup> <b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 <b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. .... - \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.</b> .... \$ 0.000000 /\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0.000000 /\$100

<sup>22</sup> [Reserved for expansion]<sup>23</sup> Tex. Tax Code §26.044<sup>24</sup> Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup> <b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. .... \$ 0 <b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. .... \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0.000000 /\$100 <b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. .... \$ 0.000000 /\$100 <b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup> <b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. .... \$ 0 <b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. .... \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ 0.000000 /\$100 <b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. .... \$ 0.000000 /\$100 <b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. <b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year .... \$ 0 <b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. .... \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 .... \$ 0.000000 /\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	<b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.375823 /\$100
40.	<b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. <b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. .... \$ 0 <b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 .... \$ 0.000000 /\$100 <b>C.</b> Add Line 40B to Line 39.	\$ 0.375823 /\$100
41.	<b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.388976 /\$100

<sup>25</sup> Tex. Tax Code §26.0442<sup>26</sup> Tex. Tax Code §26.0443



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0.000000 /\$100
42.	<b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup>  Enter debt amount ..... \$ 10,532,987 <b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ 700,000 <b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ 0 <b>D. Subtract amount paid</b> from other resources ..... - \$ 0 <b>E. Adjusted debt.</b> Subtract B, C and D from A.	\$ 9,832,987
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 697,427
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 9,135,560
45.	<b>Current year anticipated collection rate.</b> <b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup> ..... 100.00 % <b>B.</b> Enter the prior year actual collection rate..... 103.31 % <b>C.</b> Enter the 2022 actual collection rate. .... 103.93 % <b>D.</b> Enter the 2021 actual collection rate. .... 100.93 % <b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup>	100.93 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 9,051,382
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,732,424,936
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.117057 /\$100
49.	<b>Current year voter-approval tax rate.</b> Add Lines 41 and 48.	\$ 0.506033 /\$100
D49.	<b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ 0.000000 /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)<sup>28</sup> Tex. Tax Code §26.012(7)<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)<sup>30</sup> Tex. Tax Code §26.04(b)<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup>  <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,732,424,936
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.000000 /\$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.507537 /\$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.507537 /\$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.506033 /\$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.506033 /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,732,424,936
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>36</sup> Tex. Tax Code §26.04(c)

<sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.506033 /\$100

### SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. <sup>39</sup> The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. <sup>40</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; <sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); <sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. <sup>43</sup>

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. <sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	 \$ 0.594366 /\$100 \$ 0.052521 /\$100 \$ 0.541845 /\$100 \$ 0.538882 /\$100 \$ 0.002963 /\$100 \$ 7.070.918.166 \$ 209.511
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	 \$ 0.614854 /\$100 \$ 0.034816 /\$100 \$ 0.580038 /\$100 \$ 0.562333 /\$100 \$ 0.017705 /\$100 \$ 6.199.027.298 \$ 1.097.537
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 65) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2021 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	 \$ 0.678567 /\$100 \$ 0.018202 /\$100 \$ 0.660365 /\$100 \$ 0.643751 /\$100 \$ 0.016614 /\$100 \$ 5.289.616.023 \$ 878.816
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 2,185,864 /\$100
67.	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.028268 /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.534301 /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)

<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

<sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)

<sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)

<sup>43</sup> Tex. Local Gov't Code §120.007(d)

<sup>44</sup> Tex. Local Gov't Code §120.007(d)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup>

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.375823
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,732,424,936
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.006466 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.117057 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.000000 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>46</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>49</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.538882 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . <b>- or -</b> If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet. <b>- or -</b> If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,050,543,182
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 7,516,882,490
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ 0.000000 /\$100

<sup>44</sup> Tex. Tax Code §26.04(c)(2)(B)

<sup>45</sup> Tex. Tax Code §26.012(8-a)

<sup>46</sup> Tex. Tax Code §26.063(a)(1)

<sup>47</sup> Tex. Tax Code §26.042(b)

<sup>48</sup> Tex. Tax Code §26.042(b)

<sup>49</sup> Tex. Tax Code §26.042(c)

<sup>50</sup> Tex. Tax Code §26.42(c)

<sup>51</sup> Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ 0.534301 /\$100

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... \$ 0.507537 /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26

**Voter-approval tax rate.** ..... \$ 0.534301 /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: 68

**De minimis rate.** ..... \$ 0.000000 /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

## SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>52</sup>

**print  
here** ➡

Jayna Dean

Printed Name of Taxing Unit Representative

**sign  
here** ➡

*Jayna Dean*

Taxing Unit Representative

7/30/2024

Date

<sup>52</sup> Tex. Tax Code §§26.04(c-2) and (d-2)

Reset

Print



# Wylie City Council

## AGENDA REPORT

**Department:** Finance

**Prepared By:** Melissa Brown

**Account Code:** \_\_\_\_\_

### Subject

Establish a date, time, and place to hold a Public Hearing on the fiscal year 2024-2025 Proposed Budget so that all interested persons may be heard, either for or against any item in the proposed budget before final approval. The date, time and place for the hearing and the final vote will be published in the City's official newspaper, as provided by the Texas Local Government Code, Section 102.006.

### Recommendation

Motion establishing August 27, 2024 at 6:00 p.m. in the Council Chambers of the Wylie Municipal Complex, 300 Country Club Road, Wylie, Texas as the date, time, and place at which the public hearing will occur and Council will vote on the final budget.

### Discussion

Texas Local Government Code, Section 102.006 and the City's Charter require a public hearing to be held on the 2024-2025 Proposed Budget. Council must establish a date, time, and place for the public hearing so that all interested persons may be heard, either for or against any item on the proposed budget before final approval.

The date, time, and place for the hearing and the final vote will be published in the City's official newspaper and posted on the City's website. The hearing date must be at least 15 days after the proposed budget was filed with the City Secretary (August 5th) and the notice must be published at least five days before the hearing. Staff recommends August 27, 2024 at 6:00 p.m. in the Council Chambers of the Municipal Complex.



# Wylie City Council

## AGENDA REPORT

**Department:** Public Works

**Account Code:** 620-5730-58410

**Prepared By:** Albert Garza

### Subject

Consider, and act upon, the award of contract #W2024-75-I to Fuquay, Inc. for repairs and rehabilitation of 1,700 feet of the 15-inch sewer main, in the estimated amount of \$389,240.00, through a cooperative purchasing contract with Buyboard and authorizing the City Manager to execute any and all necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The City of Wylie hired Pipe Analysis Inc. to conduct the Phased Infiltration and Inflow Abatement Program Plan 2018. The project's initial phase involved implementing the Capacity Management and Operation & Maintenance (CMOM) Plan. This included conducting manhole inspections, updating the collection system maps, and conducting temporary flow monitoring to prioritize the system. The wastewater collection system consists of manholes, pipelines, and lift stations. These components have deteriorated over time and require rehabilitation or replacement. Currently, the system consists of approximately 211 miles (1,119,049 linear feet) of gravity sewers, 7.63 miles of force main (40,297 linear feet), 3,755 manholes, and 10 lift stations.

The most common sign of system deterioration is high infiltration and inflow during wet weather. Infiltration and inflow consist of groundwater and rainfall runoff entering the collection system through broken pipes, open joints, vented manhole covers, defective manholes, and unauthorized storm drain connections.

The Wastewater Division recently worked with the vendor Fuquay to clean and inspect a 1,700-foot, 15-inch RCP sewer main line using a camera. The inspection revealed that the entire length of the pipe is deteriorating and failing due to its age. To address this issue, the 15-inch pipe will be rehabilitated using the Cure In Place Pipe (CIPP) technique, also known as slip lining.

Staff recommends awarding contract #W2024-75-I to Fuquay Inc. for \$389,240.00, as it offers the best value to the City. The City is authorized to make this purchase through a cooperative purchasing program with another local government or cooperative organization, as permitted by Chapter 791 of the Texas Government Code and Section 271, Subchapter F of the Local Government Code. This approach meets the requirements for competitive bidding under state law.

Wylie Agreement #W2024-75-I/Buyboard Contract #731-24