

# Wylie City Council Regular Meeting

February 23, 2021 – 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

## PRESENTATIONS

## 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 February 9, 2021 Regular City Council and Work Session Meeting Minutes.
- B. Consider, and act upon, the approval of an Agreement for Ambulance Billing Services between Wylie Fire Department and Paramedics Logistics Operating Company, LLC Plus, and authorizing the City Manager to execute any necessary documents.
- C. Consider, and act upon, Ordinance No. 2021-13, for a change in zoning from MultiFamily (MF) to Planned Development – MultiFamily (PD-MF), to allow for townhome development on 26.653 acres located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).
- D. Consider, and act upon, a final plat, being a replat of Lot 2 Block A of the Holiday Express Wylie Addition, establishing two commercial lots on 2.988 acres, generally located on the southwest corner of FM 544 and Sanden Boulevard.
- E. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and ABSAR, LLC regarding the use of building materials for property located at 1012 E. Brown Street.
- F. Consider, and act upon, the approval of a vendor application for 1Lt. Robert F. Welch Run for Heroes Lunch event at Olde City Park on April 17, 2021.
- G. Consider, and act upon, the approval of a vendor application for Wylie Baseball and Softball Association equipment swap at Community Park and Founders Park on March 6, 2021.
- H. Consider, and act upon, the approval of a vendor application for Wylie Christian Care Taste of Wylie Event at Olde City Park on May 3, 2021.

- I. Consider, and act upon, accepting a donation to the City in the amount of \$5,779 from the Catholic Foundation of the Estate of Rita and Truett Smith.
- J. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2021.
- K. Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2021.

## **REGULAR AGENDA**

- 1. Consider, and act upon, Resolution No. 2021-07(R) establishing a public newspaper of general circulation to be the “Official Newspaper” for the City of Wylie.
- 2. Consider, and act upon, a recommendation to the Wylie City Council for the final design “Heart of Wylie” by Shea Ameen and the fabrication of a mural to be located at 104 S. Ballard, Block 4, Lot 3 Keller’s Addition, north-facing exterior wall; and an agreement between the City of Wylie and Collin County Community College (Quad C) in the amount of \$5,000 to provide scholarships to students majoring in art studies, and authorizing the City Manager to execute any necessary documents.
- 3. Hold a Public Hearing, consider, and act upon, a change of zoning from Agricultural District (AG/30) to Townhouse District (TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and WA Allen Boulevard. (ZC 2021-01).

## **WORK SESSION**

WS1. Downtown Study Presentation.

## **RECONVENE INTO REGULAR SESSION**

## **EXECUTIVE SESSION**

## **RECONVENE INTO OPEN SESSION**

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

## **READING OF ORDINANCES**

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

## **ADJOURNMENT**

## **CERTIFICATION**

I certify that this Notice of Meeting was posted on February 19, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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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

## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of February 9, 2021 Regular City Council and Work Session Meeting Minutes.

### Recommendation

A motion to approve the February 9, 2021 Regular City Council and Work Session Meeting Minutes.

### Discussion





# Wylie City Council

## Minutes

### Regular Meeting

February 9, 2021 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

### CALL TO ORDER

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

Staff present included: City Manager Chris Holsted; Assistant City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Finance Director Melissa Beard; Planning Manager Jasen Haskins; Public Works Director Tim Porter; WEDC Executive Director Jason Greiner; Parks and Recreation Director Rob Diaz; Building Official Bret McCullough; City Secretary Stephanie Storm, and various support staff.

### INVOCATION & PLEDGE OF ALLEGIANCE

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

### PRESENTATIONS

#### **PS1. Proclamation for Black History Month.**

Mayor Porter presented a proclamation proclaiming February 2021 as Black History Month in Wylie, Texas. Mr. Brian Alexander was present to accept the Proclamation.

### CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizens present wishing to address Council.

### CONSENT AGENDA

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

#### **A. Consider, and act upon, approval of January 26, 2021 Regular City Council and Work Session Meeting Minutes.**

- B. Consider, and act upon, Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; 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.
- C. Consider, and act upon, Ordinance No. 2021-08, amending Planned Development 99-32, to allow for a change to the maximum fence height, on 327.5 acres generally located north and east of McMillen Road and McCreary Road (ZC 2020-19).
- D. Consider, and act upon, Interlocal Cooperation Agreements, with modifications, for Jail Services between the City of Wylie and the cities of Murphy and Parker, and authorizing the City Manager to execute any necessary documents.
- E. Consider, and act upon, Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.

Mayor Porter requested Items B and E be pulled from Consent Agenda and considered individually.

#### **Council Action**

A motion was made by Councilwoman Arrington, seconded by Councilman Duke, to approve Consent Agenda Items A, C, and D as presented. A vote was taken and motion passed 6-0 with Councilman Wallis absent.

#### **REGULAR AGENDA**

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- B. Consider, and act upon, Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; 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.

#### **Staff Comments**

Public Works Director Porter addressed Council stating the City has not performed a City-wide look in school zones for at least ten years. In 2020, Lee Engineering, LLC performed a review of the City of Wylie of existing reduced speed school zones at sixteen Wylie ISD campuses in which a site visit was performed at each school to inventory existing signage and to find the limits of existing reduced speed school zones, as well as make recommendations to update zone lengths, crosswalk details, and school zone signage, where appropriate. This study completed by Lee Engineering, LLC does not address on campus traffic and pedestrian movements, but only addresses what is in City right of way.

Porter stated the attached letter from Lee Engineering, LLC offers figures for all WISD existing and proposed school zones. Some school zone lengths were shortened or eliminated due to the lack of pedestrian demand

crossing the street as indicated by traffic counts or attendance boundaries. Recommended lengths for reduced speed school zones have been minimized in order to encourage driver compliance.

Porter stated proposed recommendations were based on engineering judgment informed by the following guiding principles: pedestrian crossing activity should be the primary basis for reduced speed school zones; however, irregular traffic and pedestrian movements must also be considered when children are being dropped off and picked up from school; school speed limits should be installed based on the posted speed limit; a statewide survey of city and school district police officers indicated the officers agreed the posted speed limit with "End School Zone" plaque improved compliance; and operating speeds increase as the distance from the beginning of the school zone increases. Porter stated studies have shown that compliance is highest in the first 350 feet of a school zone; therefore, by limiting the reduced speed school zone to 400 feet maximum, compliance to the 20-mph speed limit should be higher.

### **Council Comments**

Mayor *pro tem* Forrester asked if the small LED lights were in addressed in the study to ensure increased visibility to capture the driver's attention. Public Works Director Porter responded the lights were not addressed in the study and added he has not received many complaints over the last year as drivers get familiar with the specific types of signs; however, the City can choose to address the issue with additional maintenance and equipment that will be removed from some of the areas addressed in the study to increase visibility. Forrester and Porter expressed concerns with the visibility of the small LED lights and stated they would like to see additional equipment added.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Ordinance No. 2021-07 amending Article IV (Speed) of Section 110-133 (School Zones) of the Wylie Code of Ordinances, establishing a school zone for certain streets; establishing prima facie maximum speed limits during school hours in such zone; removing the school zone for certain street(s); providing for the installation of signs and markings; regulating vehicular and pedestrian traffic; 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. A vote was taken and motion passed 6-0 with Councilman Wallis absent.

- E. Consider, and act upon, Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.**

### **Council Comments**

Mayor Porter asked about the commercial building fees increasing. Holsted replied that the new proposed fees bring us in line with neighboring cities. Holsted stated the developers may ask for assistance with fees but he does not see it as a hindrance. Porter asked about some of the licensing fees being removed. Parker responded the plumbing and electrical fees were removed as a result of previous legislative sessions removing the ability for the City to charge those fees. Porter asked about the Garage Sale Permit fee being removed and Forrester asked about the current ordinance in place that limits the resident to two garage sales a year. Holsted replied the resident will still have to obtain a permit, but will not have to pay a fee. Porter asked about the fee for republication for a zoning change when it is requested to be tabled by the applicant being removed. Haskins responded the fee was removed as it would be considered a reapplication and fall under a different statute. Porter asked about the material fees under Planning being removed. Haskins replied in discussion with legal these fees were covered under the Public Information Act.

Councilwoman Arrington left her seat at the dais at 6:44 p.m.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mize, to approve Ordinance No. 2021-09 of the City Council of the city of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section III (Construction Permits and Fees), Section IV (Engineering Fees), Section V (Impoundment, Boarding and Adoption Fees), Section VI (Planning and Zoning), Section VIII (Public Library), Section X (Water and Sewer Tap Fees); modifying the amount of certain fees and charges for City services and other items; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

1. **Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Wylie Lake Park LD, LLC regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road.**

### **Staff Comments**

Planning Manager Haskins addressed Council stating the applicant has requested to enter into a Development Agreement with the City of Wylie regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road. The proposed Development Agreement, signed by the applicant, states that the developer will voluntarily abide by the building materials standards of the City of Wylie Zoning Ordinance, with the exception of those noted in Exhibit B Paragraph 1 which are: All homes shall consist of a minimum of 80 percent masonry to include brick, stone, stucco or masonry board with 100 percent brick on the first floor; in addition to the requirements above and as stated in the Planned Development zoning ordinance applicable to the property.

### **Applicant Comments**

Meredith Joyce, representing Michael Joyce Properties, gave a brief presentation reviewing the objective of Wylie Lake Park Villas and elevations of the proposed homes.

### **Council Action**

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Wylie Lake Park LD, LLC regarding the use of building materials for the development of a townhome planned development generally located at the northwest corner of County Line Road and Troy Road. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

### **Tabled from 01-26-2021**

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to remove Item 2 from table. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

2. **Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Multi-Family (MF) to Planned Development - Multifamily (PD-MF), to allow for townhome development on 26.653 located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).**

### **Staff Comments**

Planning Manager Haskins addressed Council stating at the January 26 City Council meeting this item was tabled in order for staff and the applicant to complete a voluntary Development Agreement (DA) regarding building

materials. The applicant is requesting to rezone 26.653 acres located on the northwest corner of County Line Road and Troy Road. The property is currently zoned multi-family and the requested rezoning to a Planned Development is to allow for a change from a townhome development designed for buildings with 5-7 units to one which allows only 2-3 units per building. Haskins stated the applicant wishes to complete the project with duplexes, and a few triplexes.

### **Public Hearing**

Mayor Porter continued the public hearing on Item 2 at 6:54 p.m. asking anyone present wishing to address Council to come forward.

No one came forward for the public hearing.

Mayor Porter closed the public hearing at 6:54 p.m.

### **Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve a request for a change of zoning from Multi-Family (MF) to Planned Development - Multifamily (PD-MF), to allow for townhome development on 26.653 located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17). A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

3. **Discussion and consideration of all matters incident and related to the issuance and sale of “City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021”, including the adoption of Ordinance No. 2021-10 authorizing the issuance of “City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021”; specifying the terms and features of said certificates; providing for the payment of said Certificates of Obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City’s waterworks and sewer system; providing the terms and features of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of an official statement pertaining thereto; and providing an effective date.**

### **Staff Comments**

Finance Director Beard addressed Council stating at the February 25, 2020 council meeting/work session, a budget discussion for funding the construction of Fire Station 4 was held. Council directed staff to proceed with the issuance of debt for this purpose. On November 17, 2020 Council approved the publication of the notice of intent to issue the Certificates of Obligation. The notice was published in The Wylie News on December 9, 2020 and December 16, 2020. Bids will be received for the sale of these certificates on the morning of February 9, 2021.

Nick Bulaich, representing Hilltop Securities, addressed Council giving an overview stating the City sold \$5.3 million of Certificates of Obligation and the ratings were affirmed at AA2 and AA, which are considered high grade ratings. The City was upgraded from strong to very strong this year, which is very high. The City received seven bids with the winning bidder being The Baker Group at a true interest cost of 1.445 percent, being a fixed interest rate and a 20-year amortization.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Ordinance No. 2021-10 and all matters incident and related to the issuance and sale of “City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021”, as provided for in Agenda Item #3. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

4. **Discussion and consideration of all matters incident and related to the issuance of “City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021”, including the adoption of Ordinance No. 2021-11 authorizing the issuance of “City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021”; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the city; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a paying agent/registrar agreement and the approval and distribution of a preliminary official statement and an official statement; and providing an effective date.**

#### **Staff Comments**

Finance Director Beard addressed Council stating when discussing the issuance of Certificates of Obligation for Fire Station 4, Hilltop Securities alerted staff about some City bonds that could be refinanced for a better rate.

Nick Bulaich, representing Hilltop Securities, addressed Council giving an overview stating the City received six bids with the winning bidder being UMB Bank at a true interest cost of 0.4695 percent, and is much lower than the CO's because it is for a much shorter term being seven years in total. The total savings produced from the refinancing results in a total of \$659,000. Bulaich added with regard to refinancing any additional City debt, the 2017 Tax Cut and Jobs Act prohibits tax exempt advanced refunding; therefore, the City has to wait until a call date with the next opportunity being about this time next year. The City's high credit rating resulted in the amount of bids received with the low interest rate.

#### **Council Comments**

Mayor *pro tem* Forrester stated the City does not do a bond issuance every year, it is actually done rarely. Forrester asked Mr. Bulaich to speak on his comment regarding the very strong financial management of the City and how they arrived at the City being “very strong.” Mr. Bulaich responded that under their FMA methodology, the City of Wylie's financial practices are strong, well embedded, and likely sustainable. Mr. Bulaich listed out the positive financial policies and plans that took the City from a “strong” rating to a “very strong” rating. Forrester gave credit to the City's financial team and thanked them for their work. Finance Director Beard stated that they have a great team and thanked Mayor *pro tem* Forrester.

#### **Council Action**

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Ordinance No. 2021-11 and all matters incident and related to the issuance of “City of Wylie, Texas, General Obligation Refunding Bonds, Series 2021”, as provided for in Agenda Item #4. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

5. **Consider, and act upon, Resolution No. 2021-04(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2021-03(R), which ordered a General Election to be held on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; designating locations of polling places and providing a repealing clause.**

#### **Staff Comments**

City Secretary Storm addressed Council stating at the last Council meeting, the General Election was ordered, and since that time, Collin College has requested they have a polling location at their campus, so rather than having two polling locations across the street from each other, staff is proposing it be condensed to one polling location in Wylie located at the Collin College Wylie campus, and not at the Smith Library.

#### **Council Comments**

Mayor Porter reiterated that this is simply to combine our polling location with Collin College since they are on the ballot as well and that we can host the election at that site. Storm confirmed that is correct.

**Council Action**

A motion was made by Councilman Strang, seconded by Councilman Mize, to approve Resolution No. 2021-04(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2021-03(R), which ordered a General Election to be held on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council, to hold office for a period of three years; designating locations of polling places and providing a repealing clause. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

- 6. Consider, and act upon, Resolution No. 2021-05(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, Appointing Election Officials for the General Election on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council.**

**Staff Comments**

City Secretary Storm addressed Council stating this item reflects the Collin College campus as the Wylie polling location, which had to be secured in Item 5 before a vote was taken on Items 6 and 7.

**Council Action**

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Resolution No. 2021-05(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, Appointing Election Officials for the General Election on May 1, 2021, for the purpose of electing the positions of two Council members (Place 2 and Place 4) of the Wylie City Council. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

- 7. Consider, and act upon, Resolution No. 2021-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and The Collin County Elections Administrator to be administered by the Collin County Elections Administrator for the May 1, 2021 Wylie General Election.**

**Staff Comments**

City Secretary Storm addressed Council stating this item had to be approved after the Order of the Election and the changing of the polling locations. Storm advised the Collin County polling locations will change as locations are secured across the county and cancellations happen; therefore, the attached polling locations are tentative at this time.

**Council Comments**

Mayor Porter asked if the location for the City of Wylie will be the Collin College Wylie campus. Storm advised Collin County voters can vote at any location in Collin County. Rockwall and Dallas County voters that are City of Wylie voters can only vote at the Collin College Wylie campus. Mayor Porter asked if the other locations may change that are currently listed. Storm advised that there will be an updated list, once finalized, on our website and on the Collin County elections page.

**Council Action**

A motion was made by Councilman Strang, seconded by Councilman Mize, to approve Resolution No. 2021-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and The Collin County Elections Administrator to be administered by the Collin County Elections Administrator for the May 1, 2021 Wylie General Election. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

Mayor Porter convened the Council into Work Session at 7:19 p.m.

**WORK SESSION**

## **WS1. Presentation by Agape Resource & Assistance Center - Affordable and Desirable Housing to Wylie.**

Assistant City Manager Ollie addressed Council advising how she came to know about the Agape Resource & Assistance Center program, through a group called Community Resource Group that she came in contact with during the Point in Time count for the homeless.

Executive Director Janet Collingsworth, representing Agape Resource & Assistance Center, gave a presentation to the Council describing the program, which is geared toward assisting single homeless women, many of whom are survivors of domestic violence. The program assists women graduate to self-sustaining lives. She gave statistics on City of Wylie residents who are employed but fall below the HUD threshold of “housing burdened.” She described how the average price of rent in Wylie causes a burden to median income households. The program’s solution is to create nine to ten three-plex or four-plex building units that will provide affordable housing in an urban village concept that will be called Jericho Village. The units would have income based, sliding scale rent. The program would provide counseling and support services to women to help with financial literacy, budgeting, child care, and education.

Mayor *pro tem* Forrester asked if the women and children who come into the facility are protected with safety and security. Collingsworth advised that is the reason for the urban setting, so everyone can watch out for each other, and that the local law enforcement would be encouraged to be involved. Mayor Porter asked if the goal would be to have the individuals transition out of the housing once they are provided with forms of education and training, to other housing in the community. Collingsworth advised that would be the goal, by providing the support system for education to provide for a higher paying job or financial and budget training, or by providing assistance with childcare and transportation. Councilman Mize commented that the supporters of the work of Agape Resource & Assistance Center are impressive and advised he’d like to know more about the history of the organization. Collingsworth gave a short description of her background and the background of the program. She advised the average stay in the program is about a year, and most of the women graduate with higher income and are able to take care of their children. She advised housing has been the number one barrier in assisting these women. Mayor Porter expounded on the opportunities that could be had with the program through partnerships with Collin College.

Ollie advised there would need to be some zoning changes and that staff would work with the applicant to proceed forward.

Direction from Council was supportive and all expressed the desire to see future plans.

## **WS2. Discuss ongoing efforts for Wylie Fire Rescue grant funding.**

Fire Chief Blythe addressed the Council stating that the Fire Department is always looking for grant opportunities and gave a history of grants they have received since 2004. He advised the grant they just received is for a fire extinguisher training program that uses augmented reality to make the training very realistic. The grant that is in process right now, SHSP grant, is for an AreaRae Gas Detector. It allows monitoring of air up to two miles away. Blythe also described the SAFER grant that would allow for hiring six additional firefighters, possibly more. He also described the AFG grant which would allow for the purchase of a replacement for the U143 2005 truck with a 1998 bed, at a cost of \$600,000, with a 10% cost share.

Mayor Porter thanked the fire department for their work on obtaining the grants which are time consuming and can be difficult. Mayor Porter advised Chief Blythe to bring the issue of personnel to Council regarding the SAFER grant if needed.



### **WS3. Discuss the progress of the AMI project.**

City Manager Holsted addressed the Council stating that this project was funded in this years' budget and staff wanted to give a status update. Finance Director Beard advised they are about halfway through with replacing meters, meter lids, and making the meter lids work with antennas that they have. She stated there have been nineteen inquiries, mostly regarding usage relative to the new meters.

Mayor *pro tem* Forrester asked how the process is being communicated to the residents. Utility Billing Manager Orie Cross answered stating they are using door tags on front doors, and are sending notifications that the crew is going to be in that area soon, which can be difficult due to the changing of location when replacing meters. Councilman Duke advised that his meter was just replaced and he did not get a door tag, and Councilman Strang advised he did not get one either. Mayor Porter asked that staff follow up with the contractor to make sure that is being done. Mayor Porter also advised residents to make sure if there is an issue they are following up with the correct water service provider as there are several in the City. Councilman Strang asked about citizens being able to log in online and see usage for their water. Beard advised that they are hoping to have that available by June. Cross expounded on that advising that staff just received training and is able to see hourly usage now, and that the customer would soon be able to see that. Councilman Strang asked about leaks on the customer's sides, if that would alert them. Cross advised that staff would be alerted and would call the customer. Beard advised that there is some integration that is needed with the financial software, so that is the reason it will be the summertime before it will be available.

### **WS4. Discuss Lake Lavon Study – Joint work session with Parks and Recreation Board.**

Parks and Recreation Director Diaz addressed Council advising they have staff with Dunaway Associates back to give a presentation similar to the Aquatic Study that was presented at the last Council meeting.

Elizabeth McIlrath, representing Dunaway Associates, gave a presentation regarding the Lake Parks Master Plan for East Fork Park and Avalon Park including: description of areas and amenities of the lake, areas that have potential for future flooding, and areas in need of updating or replacing. McIlrath gave a baseline facilities assessment of each park and asked Council for direction on what they envision the parks would have, how they would look, and what amenities would be available to the public.

Parks and Recreation board member Brett Swendig addressed Council advising the Parks Board is mulling it over and doing background research on what the plan would look like and what they are going to present.

Councilman Mize advised he would envision building something attractive for events such as July 4th celebrations utilizing the pavilion, less of an emphasis on camping and more on day use would be most utilized by the people of the City such as bike and walking trails, would like to preserve green space but also add a commercial aspect of a restaurant and shops that would bring others in from other cities which would be good for revenue and sales. Mize gave examples of Ladybird Lake Austin and Buffalo Bayou. Councilman Duke advised keeping it as a park for local citizens to use and the additions of cabins, such as Broken Bow, OK, which could possibly attract people from the city. Councilman Strang stated he was interested in how we can attract people from the city, but to also have areas for the locals to utilize. Mayor *pro tem* Forrester gave the example of Lake Grapevine Park as a great example of utilizing the space. He spoke on keeping camping as part of the parks, stated the target market is anyone that would utilize the greenspace, and emphasized the importance of keeping the greenspace as much as possible. Mayor Porter advised he'd like to see it be something at the forefront of somewhere people want to go, new amenities and updates are necessary, a revamp and review of the camping space would be good, is open to moving things around, and stated it is good to bring individuals from other cities in, and maybe offer a general store to bring in revenue; however, wants it to be something citizens are proud of and have plenty of amenities to enjoy. Porter gave an example of Canyon Lake as being a great place to visit.

## **RECONVENE INTO REGULAR SESSION**

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Mayor Porter convened the Council into Regular Session at 8:51 p.m.

Mayor Porter convened the Council into Executive Session at 8:54 p.m.

## **EXECUTIVE SESSION**

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

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

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, and State Hwy 78 and Ballard.

ES2. Consider the sale or acquisition of properties located along Skyview Drive, and Country Club Road.

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects 2017-10a, 2018-8c, 2020-10b, and 2020-11b.

## **RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 9:31 a.m.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to authorize the Wylie EDC to enter into a Performance Agreement with Project 2020-10b in an amount not to exceed \$20,000. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

## **READING OF ORDINANCES**

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City Secretary Storm read the captions to Ordinance Nos. 2021-07, 2021-08, 2021-09, and 2021-10, and 2021-11 into the official record.

## **ADJOURNMENT**

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A motion was made by Councilman Duke, seconded by Councilman Strang, to adjourn the meeting at 9:36 p.m. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

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**Matthew Porter, Mayor**

**ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

## AGENDA REPORT

Department: Fire  
 Prepared By: Casey Nash

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

### Subject

Consider, and act upon, the approval of an Agreement for Ambulance Billing Services between Wylie Fire Department and Paramedics Logistics Operating Company, LLC Plus, and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve an Agreement for Ambulance Billing Services between Wylie Fire Department and Paramedics Logistics Operating Company, LLC Plus, and authorizing the City Manager to execute any necessary documents.

### Discussion

Paramedics Plus Logistics is the contracted organization that provides emergency medical services to the City of Wylie and the Southeast Collin County EMS Coalition. Per agreement, Paramedics Plus Logistics collects the revenue generated from EMS billing. Wylie Fire Rescue operates two backup ambulances that are utilized throughout the coalition when Paramedics Plus units are not available.

This agenda item outlines an agreement in which Paramedics Plus Logistics will act as a third-party EMS billing and claims management service for the City of Wylie's ambulance services. This agreement will allow Paramedics Plus Logistics to collect EMS revenue following a Wylie Fire ambulance emergency response. Paramedics Plus is suggesting that this agreement will allow for better billing practices.

## AGREEMENT FOR AMBULANCE BILLING SERVICES

**THIS AGREEMENT**, effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Paramedics Logistics Operating Company, LLC Plus, a Delaware limited liability company with its principal place of business in Texas (hereinafter referred to as "PLOC"), and Wylie Fire Department, a Texas municipal fire department (hereinafter referred to as "Client").

### RECITALS

WHEREAS, PLOC operates Paramedics Logistics Texas, LLC d/b/a Paramedics Plus hereinafter referred to as PP Texas, which provides emergency and/or non-emergency ambulance and medical transportation services and performs its own billing for these services; and

WHEREAS, Client provides emergency ambulance services and is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others; and

WHEREAS, East Texas Medical Center EMS ("ETMC EMS") and Southeast Collin County EMS Coalition, consisting of Wylie, in addition to the Texas cities of Parker, St. Paul, and Lavon (collectively, "Coalition") entered into the Contract for Paramedic Ambulance Services dated October 1, 2003, the Contract for Paramedic Ambulance Services dated October 1, 2008, and the Contract for Paramedic Ambulance Services dated October 1, 2014, each as amended, supplemented and/or novated (collectively, the "Coalition Agreements"); and

WHEREAS, in 2014, ETMC EMS and Wylie entered into a Supplemental Agreement to the Coalition Agreement dated October 1, 2014 ("1<sup>st</sup> Supplement"), and the 1<sup>st</sup> Supplement was also effective as of October 1, 2014; and

WHEREAS, on February 13, 2018, ETMC EMS and the Coalition entered into a Consent to Assignment, transferring and assigning the Coalition Agreements and the 1<sup>st</sup> Supplement from ETMC EMS to PP Texas, and this Consent to Assignment was effective on March 29, 2018 and signed by all members of the Coalition (collectively the Consent to Assignment, the Coalition Agreements and the 1<sup>st</sup> Supplement are referred to as the "Underlying Agreements"); and

WHEREAS, PP Texas is willing to provide through PLOC, third-party billing and claims management services for Client's ambulance services provided pursuant to the Underlying Agreements; and

WHEREAS, Client desires to utilize PLOC for billing and claims management services, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Recitals.** The recitals are incorporated into this Agreement as if fully set forth herein.

2. **Appointment.** Client hereby engages PLOC to provide third party billing services (Services, as described in Paragraph 3, below) when Client provides ambulance services for PP Texas pursuant to the Underlying Agreements. PP Texas is not authorized under this Agreement or otherwise to provide third party billing services in any other instance.

3. **Duties of PLOC.** PLOC shall perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to PLOC, as well as list of what PLOC considers to be Required Documentation. All Required Documentation must be in accordance with applicable laws, regulations and payer guidelines, and PLOC is obligated to inform Client of all such applicable laws, regulations and payer guidelines. PLOC reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements and will provide a copy of any such revisions to Client in writing.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon PLOC’s understanding of said laws, regulations or payer rules applicable to the date the Back-up Ambulance Services were rendered. If any Required Documentation is missing or deficient, PLOC will request necessary documentation or correction from Client.

c. Promptly prepare and submit claims deemed complete and eligible by PP Texas for reimbursement.

d. Promptly post payments made on Client’s behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Notify Client of any overpayments and/or credit balances of which PLOC becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.<sup>1</sup>

g. Promptly notify Client of any suspension, deactivation or revocation of any license, permit, certification or enrollment required to perform the Services, or any change in ownership or management of PLOC.

h. Comply with applicable laws, regulations and payer guidelines.

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<sup>1</sup> PLOC will provide Client notice of any overpayments and/or credit balances through an “packet” that will contain a check in the proper amount of the “overpayment.” Client remains responsible for remitting the overpayment.

4. **Duties of Client.** Client shall be responsible for the following at its sole cost and expense:

a. Providing PLOC with complete and accurate Required Documentation on a regular and timely basis as reasonably scheduled by PLOC.

b. Provide PLOC with all Required Documentation, as well as other relevant documentation reasonably required by PLOC.

c. Maintain (or promptly obtain and then maintain, as applicable) its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates and enrollment with all (collectively, "Licenses"), and remain in good standing with Medicare, Medicaid and all other state and federal health care programs it desires to bill. Client shall be responsible for ensuring all information on file with Medicare, Medicaid and all other payments sources is accurate and complete and timely updated as required by law, regulation or payer policy. Client shall provide copies of all current Licenses, including renewals, to PLOC, upon reasonable request. Client shall be responsible to obtain and then maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents and warrants that it will not forward accounts for processing by PLOC if the account is ineligible for payment or reimbursement, or if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify PLOC of any suspension, deactivation or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

d. Obtain all information reasonably required by PLOC to justify the services being reported and/or billed by PLOC on Client's behalf.

e. Report to PLOC all payments made directly to Client for ambulance services rendered by Client within thirty (30) business days of Client's receipt of such payments;<sup>2</sup>

f. Cooperate reasonably with PLOC so as to enable PLOC to meet its obligations under this Agreement.

5. **Medicare or Other Payer Audits.** Client shall promptly notify PLOC if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or PLOC that is initiated by any person or entity other than Client. PLOC shall promptly notify Client if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or PLOC that is initiated by any person or entity other than PLOC.

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<sup>2</sup> Payments made directly to Client means any payment received directly by Client and not made to PLOC functioning as a Client's third-party billing and claims management agent.

## 6. **Compliance.**

- a. Each party is setting up and maintaining its own compliance program.
- b. The parties represent that they are not the subject of any actions or investigations pertaining to their participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
- c. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement.
- d. **Non-Employment of Individuals on the OIG Exclusion List.** The parties warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees are not excluded. The website is: <http://exclusions.oig.hhs.gov/>.

## 7. **Disposition of Funds/Compensation.**

- a. Wylie shall set up a “lock-box” style account in its name into which all payments billed by PLOC shall be deposited.
- b. In exchange for the Services described in this Agreement as well as in consideration of the services provided by PLOC pursuant to the Underlying Agreements, within 3 business days of getting paid for claims billed pursuant to this Agreement, Client shall transfer all monies received from each claim to a “lock-box” style account in the name of PLOC.

8. **Term and Termination.** This Agreement shall be in effect as long as the Underlying Agreements are in effect. Should the Underlying Agreements terminate for any reason, then this Agreement shall automatically terminate.

9. **Events of Default.** If either party breaches a material term or condition of this Agreement, they shall use their best efforts to mutually work through any potential breaches.

10. **Notices.** All notices, statements, demands or other communications (hereinafter collectively referred to as "notices") made under or pertaining to this Agreement shall be given to the parties at the following addresses:



Client:

Wylie Fire Department

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLOC:

Paramedics Logistics Texas, LLC

d/b/a Paramedics Plus

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. **Indemnification.** PLOC SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS WYLIE AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF PLOC OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF OBLIGATIONS PURSUANT TO THIS AGREEMENT. PLOC AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS, OR ITS AGENTS OR EMPLOYEES, OWN NEGLIGENCE, MALFEASANCE, ACT OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN PLOC AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEES EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH PLOC, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT, EMPLOYEE BENEFITS, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE OBLIGATIONS IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. **Agent to Receive Payment.** Client hereby designates PLOC as its agent to receive payments due to Client from third party payors and financially responsible parties where permitted by law, subject to the rights, obligations and conditions of this Agreement. Nothing in this Paragraph shall be deemed to effect a reassignment of benefits where not authorized by law. Client also expressly authorizes PLOC to arrange payment plans and accept partial payments from payors or financially responsible parties on behalf of Client. If, as and when required by Client, PLOC shall cease and desist from seeking payment from, or making any collection efforts against, payors or financially responsible parties on behalf of Client.

13. **No Third-Party Rights.** This Agreement inures to the benefit of and concerns only the parties to the Agreement. It does not create any express or implied rights in any other

person or party nor is it the intent of the parties that any person not a party to this Agreement shall be considered a third-party beneficiary of this Agreement.

14. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Texas without consideration of conflict of laws principles.

15. **HIPAA Business Associate Assurances.** PLOC agrees to appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Client in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

a. *General Provisions*

(1) Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

(2) Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

(3) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

b. *Obligations of PLOC.* PLOC agrees that it will:

(1) Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

(2) Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

(3) Report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Client without unreasonable delay but in no case later than 60 days after discovery of the breach;

(4) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of PLOC agree to the same restrictions, conditions, and requirements that apply to PLOC with respect to such information;

(5) Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

(6) Make any amendment(s) to PHI in a designated record set as directed by Client, or take other measures necessary to satisfy Client's obligations under 45 CFR §164.526;

(7) Maintain and make available information required to provide an accounting of disclosures to Client or an individual who has a right to an accounting within 60 days and as necessary to satisfy Client's obligations under 45 CFR §164.528;

(8) To the extent that PLOC is to carry out any of Client's obligations under the HIPAA Privacy Rule, PLOC shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;

(9) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by PLOC on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining PLOC and Client's compliance with HIPAA and the HITECH Act;

(10) Restrict the use or disclosure of PHI if Client notifies PLOC of any restriction on the use or disclosure of PHI that Client has agreed to or is required to abide by under 45 CFR §164.522; and

c. *Permitted Uses and Disclosures by PLOC.* The specific uses and disclosures of PHI that PLOC may make on behalf of Client include:

(1) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the Services provided by Client to its patients, as set forth in this Agreement;

(2) Preparation of reminder notices and documents pertaining to collections of overdue accounts;

(3) The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Client to its patients or to appeal denials of payment for the same; and

(4) Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the Services that PLOC has been agreed to perform on behalf of Client, as set forth in this Agreement.

d. *Termination*

(1) Notwithstanding the termination provisions set forth in Paragraph 8 of this Agreement, Client may terminate this Agreement if Client determines that PLOC has violated a material term of the HIPAA Business Associate Assurances set forth in this Paragraph 15.

(2) Upon termination of this Agreement, since return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

16. **Amendments.** No agreement or understanding varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

17. **Force Majeure.** The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, governmental regulations, declarations, or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, catastrophic software or hardware failure, or through acts of God.

18. **Construction.** This Agreement is subject to applicable state and federal laws and regulations and shall be construed so as to be consistent with the parties' obligations thereunder. In the event that any provision hereof is adjudged to any extent to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Paramedics Logistics Operating Company, LLC

City of Wylie

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mark Postma  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Date Executed



# Wylie City Council

## AGENDA REPORT

**Department:** Planning  
**Prepared By:** Jasen Haskins, AICP

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

### Subject

Consider, and act upon, Ordinance No. 2021-13, for a change in zoning from MultiFamily (MF) to Planned Development – MultiFamily (PD-MF), to allow for townhome development on 26.653 acres located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

### Recommendation

Motion to approve Ordinance No. 2021-13, for a change in zoning from MultiFamily (MF) to Planned Development – MultiFamily (PD-MF), to allow for townhome development on 26.653 acres located at the northwest corner of County Line Road and Troy Road. (ZC 2020-17).

### Discussion

Approval of Zoning Case 2020-17 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

The subject ordinance allows for the rezoning of 26.653 acres of property located on the northwest corner of County Line Road and Troy Road from MultiFamily (MF) to Planned Development – MultiFamily (PD-MF). Exhibit A (Legal Description/Plat), Exhibit B (PD Conditions), and Exhibit C (Zoning Exhibits) are included and made a part of this Ordinance.

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

## ORDINANCE NO. 2021-13

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2020-17, FROM MULTIFAMILY (MF) TO PLANNED DEVELOPMENT-MULTIFAMILY (PD-MF), TO ALLOW FOR TOWNHOME DEVELOPMENT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1:** That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a zoning classification of MultiFamily (MF) to Planned Development - MultiFamily (PD-MF), said property being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

**SECTION 2:** That Planned Development Conditions and Zoning Exhibit are an integral component of the development of the property and are attached as Exhibit B and C, respectively.

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

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

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

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

so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this 23rd day of February, 2021.

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Matthew Porter, Mayor

ATTEST:

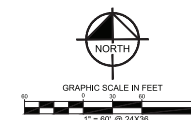
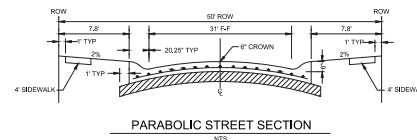
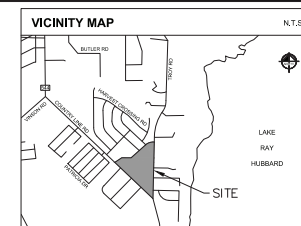
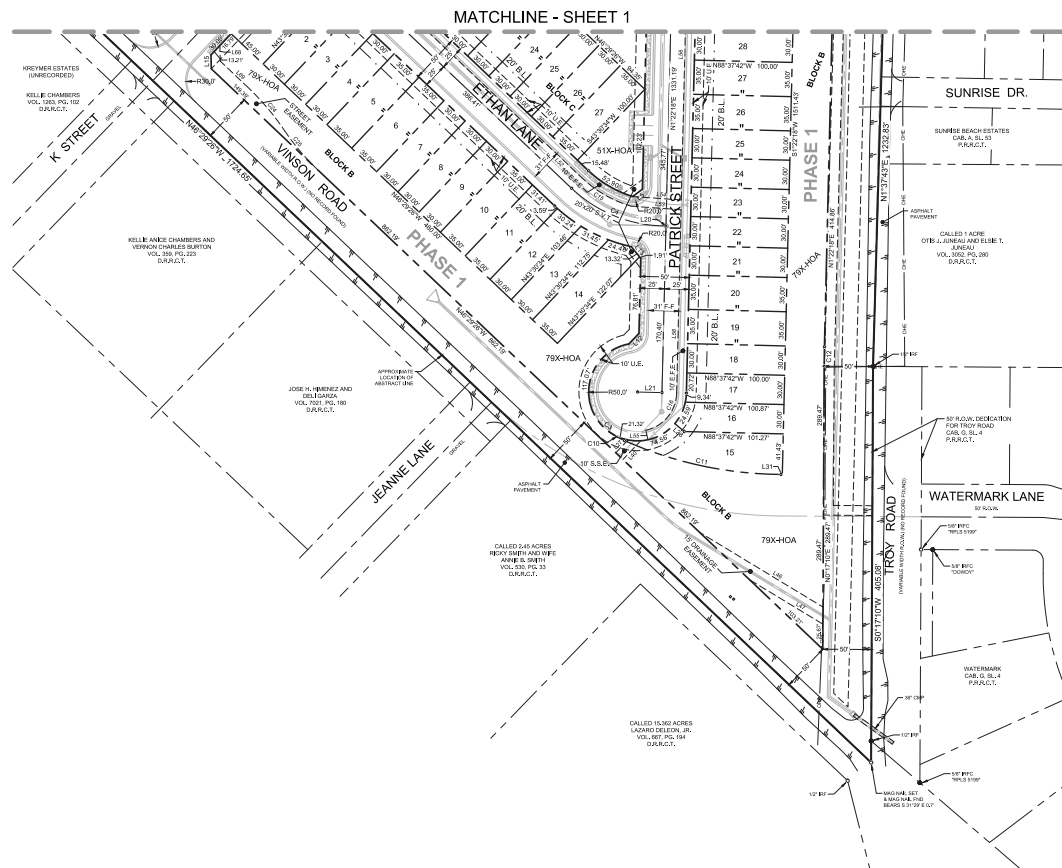
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Stephanie Storm, City Secretary

Date of publication in *The Wylie News* – March 3, 2021







- Notes:
- 1. **All corners are 5/8" iron rods set with a plastic cap stamped "H&A"** unless otherwise noted.
  - 2. **Selling a portion of this addition by miles and bounds is a violation of City ordinance and state law and is subject to fines and withholding of titles and building permits.**
  - 3. **Reining system of this survey is based on the Texas Coordinate System of 1983, North Central Zone (4202) North American Datum of 1983.**
  - 4. **FLOOD STATEMENT:** According to Map No. 48392C0701M, dated September 28, 2008 of the National Flood Insurance Program, Flood Insurance Risk Map of Rockwall County, Texas, the subject property is in Flood Hazard Zone A (Special Flood Hazard Area). Flood insurance is available in Zone A (areas determined to be outside the 0.2% annual chance floodplain). This flood statement does not constitute a warranty or representation of the Federal Insurance Administration.
  - 5. **Approximate Distance is 8.28 Dusk Units / Acre.**
  - 6. **All H&A kits will be owned and maintained by the H&A.**
- No appearance between the height of 2' and 6' may be placed in visibility triangles or easements, and no other structures or improvements may be placed in the easement.
- Certificate of Occupancy will not be issued for the property until **all** the easelle and offset easements are properly recorded.

[illegible]

### BENCH MARK LIST

BM 50 - CITY OF WYLIE MONUMENT No. 5 LOCATED NORTH OF THE NORTHEAST INTERSECTION OF TROY ROAD AND COUNTY ROAD 732 (BEAVER CREEK).

FILEV = 454 277

BM 51 - CITY OF WYLIE MONUMENT No. 2 LOCATED NORTH OF STATE HIGHWAY No. 78 AND WEST OF SOUTH BALLARD STREET NEAR THE SOUTHEAST CORNER OF THE BUILDING LOCATED AT 104 SOUTH BALLARD STREET.

ELEV = 550.239

## PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT  
LAKE PARK VILLAS

PHASE 1  
BLOCK B, LOTS 1-31, 79X;  
BLOCK C LOTS 15-49, 51X-52X;  
BLOCK D, LOTS 14-19

PHASE 2  
BLOCK A, LOTS 1-21X;  
BLOCK B, LOTS 32-78X;  
BLOCK C LOTS 1-14, 50X;  
BLOCK D, LOTS 1-13, 20X-21X

165 RESIDENTIAL LOTS  
8 HOA LOTS

BEING 26.586 ACRES SITUATED IN THE  
ATTERBERRY SURVEY, ABSTRACT NO. 6  
CITY OF WYLIE, ROCKWALL COUNTY, TEXAS

# Kimley»»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034		FIRM # 10193822	Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
<u>Scale</u> 1" = 60'	<u>Drawn by</u> JMH	<u>Checked by</u> KHA	<u>Date</u> APR. 2017	<u>Project No.</u> 063225200
				<u>Sheet No.</u> 2 OF 3

OWNER:  
Wylie Vinson Troy Holding, LLC  
14160 N Dallas Pkwy, Suite 760  
Dallas, TX 75254  
Phone: 972-965-5866  
Contact: Sam Fan

**APPLICANT:**  
Kimley-Horn and Associates, Inc.  
5750 Genesis Court, Suite 200  
Frisco, Texas 75034  
Phone: 972-335-3580  
Fax: 972-335-3779  
Contact : Jay Marsh, P.E.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	REMARKS	LENGTH	NO.	REMARKS	LENGTH	NO.	REMARKS	LENGTH	NO.	REMARKS	LENGTH
L01	10071500	12.87	L11	58047300	25.00	L21	58071200	22.81	L31	N4313700	38.62
L02	58030300	14.34	L12	58037410	25.00	L22	58127210	28.67	L32	N4313700	64.37
L03	58129200	14.85	L13	58037420	4.22	L23	58127210	60.89	L33	N4312210	13.10
L04	58041408	14.87	L14	58037432	11.69	L24	N40874710	10.52	L34	N4313700	21.22
L05	58035700	12.41	L15	N10157470	10.20	L25	N40874721	11.23	L35	N43129200	74.82
L06	58050514	14.79	L16	N10157470	23.34	L26	58084930	14.75	L36	N43129200	26.86
L07	58147308	15.19	L17	58037430	18.09	L27	58084930	81.87	L37	N40739210	15.80
L08	58245903	13.08	L18	58452532	12.36	L28	58087033A	10.10	L38	N4073920	15.80
L09	58147308	15.19	L19	58452532	16.51	L29	58452928	18.77	L39	N4073920	32.29
L10	58147308	15.19	L20	58452928	16.51	L30	58452928	18.77	L40	N4073920	32.29
L11	58037430	14.87	L21	N40745310	14.18	L31	58050528	11.92	L41	N4073920	11.92
L12	N4373800	13.12	L22	50129200	30.30	L32	58050528	91.39	L42	N4073920	91.39
L13	58037430	15.24	L23	54072900	11.60	L33	58050528	52.58	L43	N4073920	52.58
L14	N4087030	14.88	L24	58072900	20.09	L34	58050528	40.79	L44	N4073920	40.79
L15	58072900	14.14	L25	65014500	25.40	L35	N12114210	10.00	L45	N4073920	10.00
L16	N5018050	13.14	L26	58014500	16.06	L36	N12121810	18.74	L46	N4073920	18.74
L17	58072900	12.36	L27	N40373600	17.00	L37	N12121810	56.24	L47	N4073920	56.24
L18	58129200	14.14	L28	58073600	17.00	L38	N12121810	56.24	L48	N4073920	56.24
L19	58073600	25.00	L29	N4073600	27.00	L39	N12121810	60.20	L49	N4073920	60.20
L20	58073600	0.11	L30	58437340	26.40	L40	58072920	5.00	L50	N4073920	5.00

CURVE TABLE					CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	22°37'44"	50.00	225.59	55°42'17.40"	77.46	C21	37°13'42"	105.00	153.29
C2	22°37'44"	50.00	225.59	55°42'17.40"	77.46	C22	13°29'38"	296.39	51.80
C3	22°37'44"	50.00	225.59	55°42'17.40"	77.46	C23	13°29'38"	296.39	51.80
C4	43°30'34"	144.00	106.31	58°14'34.10"	103.78	C24	13°29'38"	296.39	51.80
C5	40°23'05"	120.00	121.72	56°44'56.00"	118.42	C25	13°29'38"	296.39	51.80
C6	20°16'42"	280.00	138.47	53°32'15'05"	127.30				
C7	43°25'29"	138.25	102.00	58°16'12'00"	105.00				
C8	10°58'56"	400.00	76.52	57°38'15'50"	76.21				
C9	60°21'55"	40.00	42.52	N26°16'15"00"	40.21				
C10	11°35'40"	30.00	18.21	S60°05'00"00"	18.15				
C11	23°46'42"	397.50	186.85	S77°44'30"00"	183.87				
C12	1°00'58"	1050.00	19.89	S50°49'44"00"	19.89				
C13	10°14'50"	400.00	106.44	S54°17'14"00"	106.13				
C14	10°37'03"	400.00	136.96	S59°21'45"00"	136.29				
C15	20°53'39"	125.00	58.67	S69°56'16"00"	58.14				
C16	79°23'00"	40.00	53.33	N39°33'48"00"	46.46				
C17	04°16'24"	175.00	50.19	N38°12'45"00"	46.85				
C18	30°08'12"	150.00	67.52	S42°05'00"00"	67.52				
C19	26°07'25"	260.00	130.83	S37°23'44"00"	119.78				
C20	2°14'55"	355.00	10.01	N31°32'41"00"	10.01				

STATE OF TEXAS §  
COUNTY OF ROCKWALL §  
CITY OF WYLLIE §

WHEREAS WYLLIE VINSON TROY HOLDING, LLC, are the sole owners of a tract of land situated in the Aterberry Survey, Abstract No. 8, City of Wyllie, Rockwall County, Texas and being all of a called 26.586 acre tract of land described in Special Warranty Deed to Wyllie Vinson Troy Holdings, LLC, as recorded in Instrument No. 20160000014754, Official Public Records, Rockwall County, Texas, and being more particularly described as follows:

**BEGINNING** at an "X" cut in concrete found for the northwest corner of said 26.586 acre tract, being at the intersection of the centerline of Vinson Road, a variable width right-of-way, with the southeasterly right-of-way line of Neva Lane, a 60 foot wide right-of-way;

**THENCE** departing the centerline of said Vinson Road, along the northwesterly line of said 26.586 acre tract and the southeasterly right-of-way line of said Neva Lane, the following courses:

North 44°04'02" East, a distance of 40.28 feet to an "X" cut in concrete found at the beginning of a tangent curve to the right having a central angle of 51°18'08", a radius of 410.00 feet, a chord bearing and distance of North 69°43'09" East, 354.97 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 367.11 feet to a 5/8 inch iron rod found at the beginning of a reverse curve to the left having a central angle of 51°51'33", a radius of 470.00 feet, a chord bearing and distance of North 69°26'23" East, 411.03 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 425.40 feet to an "X" cut in concrete found for corner at the end of said curve;

North 43°30'37" East, a distance of 348.84 feet to a 5/8 inch iron rod found at the beginning of a tangent curve to the right having a central angle of 46°59'30", a radius of 410.00 feet, a chord bearing and distance of North 67°00'22" East, 326.92 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 336.27 feet to a mag nail set for the northeast corner of said 26.586 acre tract on the westerly line of a called 11.3668 acre tract of land described as Tract II in a deed to Shirley Ann Huffmeyer, as recorded in Volume 5174, Page 101, Deed Records, Rockwall County, Texas, same being in Troy Road, a variable width right-of-way, from which a mag nail found for witness bears South 87°20' East, 8.6 feet;

**THENCE** South 00°03'53" East, along the easterly line of said 26.586 acre tract, the westerly line of said Tract II, and crossing said Troy Road, a distance of 227.73 feet to a mag nail set for the southwest corner of said Tract II, being on the centerline of said Troy Road;

**THENCE** South 01°37'43" West, continuing along the easterly line of said 26.586 acre tract and along the centerline of said Troy Road, a distance of 1232.83 feet to a 1/2 inch iron rod found for the southwest corner of a called 1 acre tract of land described in a deed to Otis J. Juneau and Elbie T. Juneau, as recorded in Volume 3052, Page 280, said Deed Records, common to the northwest corner of Watermark, according to the plat thereof recorded in Cabinet G, Slide 4, Plat Records, Rockwall County, Texas;

**THENCE** South 00°17'10" West, continuing along the easterly line of said 26.586 acre tract and the centerline of said Troy Road, a distance of 405.08 feet to a mag nail set for the southerly corner of said 26.586 acre tract, being at the intersection of the centerline of said Troy Road with the centerline of aforesaid Vinson Road, from which a mag nail found for witness bears South 31°22' East, 0.7 feet;

**THENCE** North 46°29'26" West, departing the centerline of said Troy Road, along the southwesterly line of said 26.586 acre tract and the centerline of said Vinson Road, a distance of 1724.65 feet to the **POINT OF BEGINNING** and containing 26.586 acres (1,158,070 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WYLLIE VINSON TROY HOLDING, LLC, ACTING HEREIN BY AND THROUGH HIS (ITS) DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **LAKE PARK VILLAS**, AN ADDITION TO THE CITY OF WYLLIE, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, RIGHTS-OF-WAY, AND OTHER PUBLIC IMPROVEMENTS SHOWN THEREON, THE STREETS AND ALLEYS, IF ANY, ARE DEDICATED FOR STREET PURPOSES, THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLLIE, 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 PUBLICS AND CITY OF WYLLIE'S USE THEREOF. CITY OF WYLLIE, TEXAS SUBDIVISION ORDINANCE ADOPTED 2-25-03, AMENDED 7-24-07.

THE CITY OF WYLLIE 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 WYLLIE 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 Wyllie, Texas.

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

BY: WYLLIE VINSON TROY HOLDING, LLC

By \_\_\_\_\_  
Sam Fan - Title

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

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Wyllie, Texas.

Michael B. Marx  
Registered Professional Land Surveyor No. 5181  
Kimley-Horn and Associates, Inc.  
5750 Genesis Court, Suite 200  
Frisco, Texas 75034  
Phone 972-335-3580  
Fax 972-335-3779

**PRELIMINARY**  
THIS DOCUMENT SHALL  
NOT BE RECORDED FOR  
ANY PURPOSE AND  
SHALL NOT BE USED OR  
VIEWED OR RELIED  
UPON AS A FINAL  
SURVEY DOCUMENT

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

RECOMMENDED FOR APPROVAL

Chairman, Planning & Zoning Commission \_\_\_\_\_ Date \_\_\_\_\_  
City of Wyllie, Texas

APPROVED FOR CONSTRUCTION

Mayor \_\_\_\_\_ Date \_\_\_\_\_  
City of Wyllie, Texas

ACCEPTED

Mayor \_\_\_\_\_ Date \_\_\_\_\_  
City of Wyllie, Texas

The undersigned, the City Secretary of the City of Wyllie, Texas, hereby certifies that the foregoing final plat of the **LAKE/PARK VILLAS**, a subdivision or addition to the City of Wyllie 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, alleys, parks, easements, 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 Wyllie, Texas

PRELIMINARY PLAT  
LAKE PARK VILLAS

PHASE 1  
BLOCK B, LOTS 1-31, 79X;  
BLOCK C LOTS 15-49, 51X-52X;  
BLOCK D, LOTS 14-19

PHASE 2  
BLOCK A, LOTS 1-21X;  
BLOCK B, LOTS 32-78X;  
BLOCK C LOTS 1-14, 50X;  
BLOCK D, LOTS 1-13, 20X-21X

165 RESIDENTIAL LOTS  
8 HOA LOTS

BEING 26.586 ACRES SITUATED IN THE  
ATTERBERRY SURVEY, ABSTRACT NO. 6  
CITY OF WYLLIE, ROCKWALL COUNTY, TEXAS

**Kimley»Horn**

5750 Genesis Court, Suite 200 Tel. No. (972) 335-3580  
Frisco, Texas 75034 Fax No. (972) 335-3779  
FIRM # 10193922

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	APR. 2017	063225200	3 OF 3

OWNER:  
Wyllie Vinson Troy Holding, LLC  
14160 N Dallas Pkwy, Suite 700  
Dallas, TX 75254  
Phone: 972-965-5086  
Contact: Sam Fan

APPLICANT:  
Kimley-Horn and Associates, Inc.  
5750 Genesis Court, Suite 200  
Frisco, Texas 75034  
Phone: 972-335-3580  
Fax: 972-335-3779  
Contact: Jay Marsh, P.E.

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

**Exhibit “B”**  
**Planned Development Conditions**  
**ZC 2020-17**  
**“Lake Park Villas”**

**I. PURPOSE:**

The purpose of this Planned Development (PD) is to allow the continued development of the Lake Park Villas subdivision with the approved preliminary plat dated May 9<sup>th</sup>, 2017, adjusting for townhomes limited to duplexes and triplexes.

**II. GENERAL CONDITIONS**

- A. This Planned Development District shall not affect any regulations within the City of Wylie Zoning Ordinance, current or as amended, except as specifically provided herein.
- B. All regulations of the underlying Multi-Family District, including new residential development standards, as set forth in Articles 3, 5, and 7 of the City of Wylie Zoning Ordinance (adopted as of September, 2019) are included by reference and shall apply herein.

**III. SPECIAL CONDITIONS**

To facilitate the development of a duplex residential development the following conditions shall apply:

- A. Section 3.3.A.1 is amended as follows: The TH district is a single family residential district allowing between 2 and 3 attached houses on individual lots and requiring a minimum lot size of 3,000 square feet. The Townhouse District is intended to provide flexibility for development of properties that are providing open space, preserving natural areas of value, or avoiding areas with environmental hazards.

B. Figure 3-5 is amended as follows:

Figure 3-5 - Townhouse District	
<b>Lot Size - minimums</b>	
Lot Area (sq ft)	3,000 sq ft
Lot Width (feet)	30
Lot Width of Corner Lots (feet)	45
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	120
<b>Dwelling Regulations</b>	
Minimum Square Footage	1,000 - Duplex (2 dwellings) 1,200 - others (3+dwellings)
Design Standards Level of Achievement	See section 3.4 Residential Design Standards
<b>Yard Requirements - Main Structure</b>	
Front Yard (feet)	20
Side yard (Feet)	0 for interior or 5 for exterior
Side yard of Corner Lots (feet)	15
Side Yard of Allowable nonresidential use	NA
Rear yard (feet)	20
Rear yard Double Front Lots (feet)	45
Lot Coverage	60%
<b>Height of Structures</b>	
Main Structure(feet)	40
Accessory Structure (feet)	14

C. Amendments to Article 3.F Architectural Standards

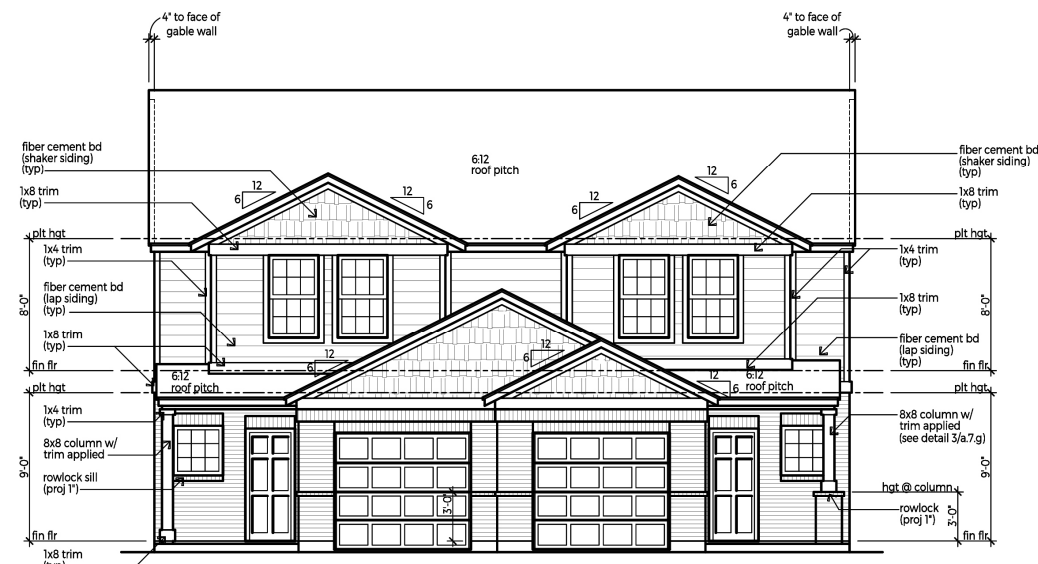
1. Section 3.F.4 shall be amended as follows:

- a) All homes shall consist of a minimum of 80% masonry to include brick, stone, stucco or masonry board with 100% brick

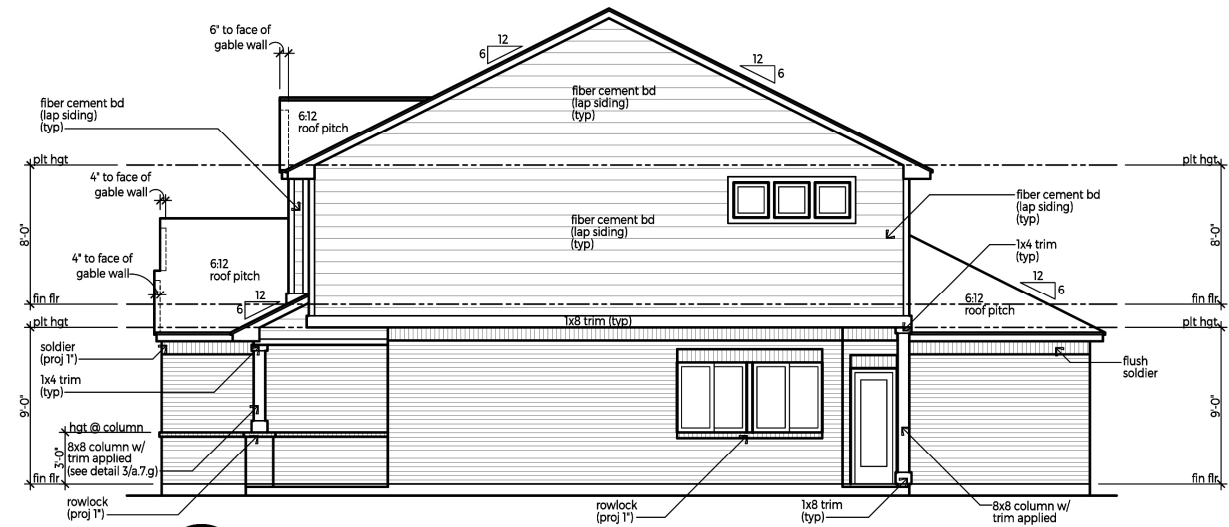
on the first floor; in addition to the requirements of the remainder of this section.

2. Section 3.F.10 shall be amended as follows:

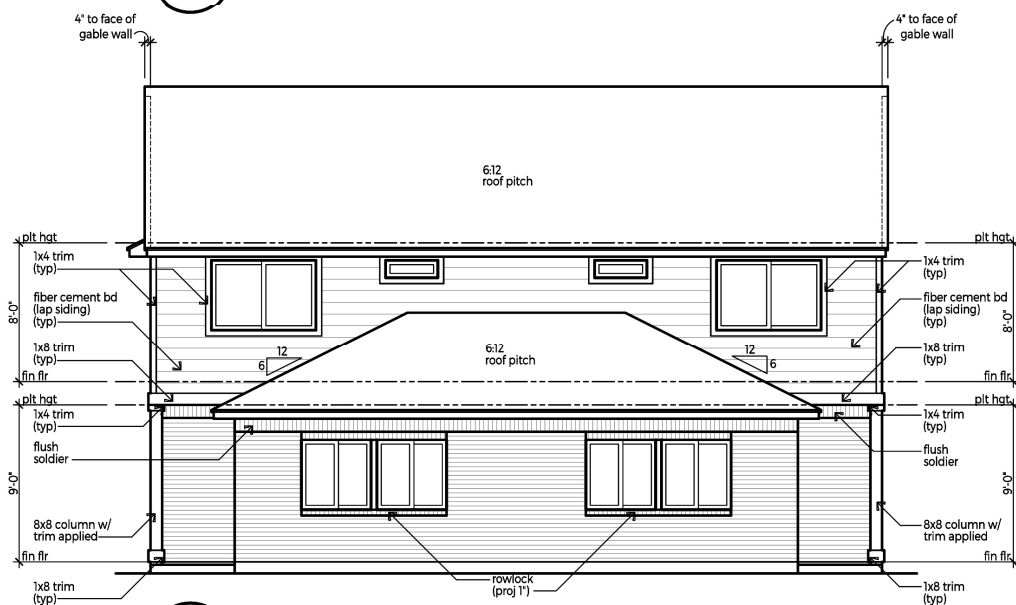
- a) Base Standard - Garage doors shall be located on the primary street elevation of a residential unit. Each garage shall be a minimum of 225 square feet. Driveways shall be a minimum of 16 feet wide from right-of-way curb (exclusive of required radius) to garage door to accommodate off-street parking.
- b) Desirable Design Attributes - Garage doors shall be styled with carriage style hardware.



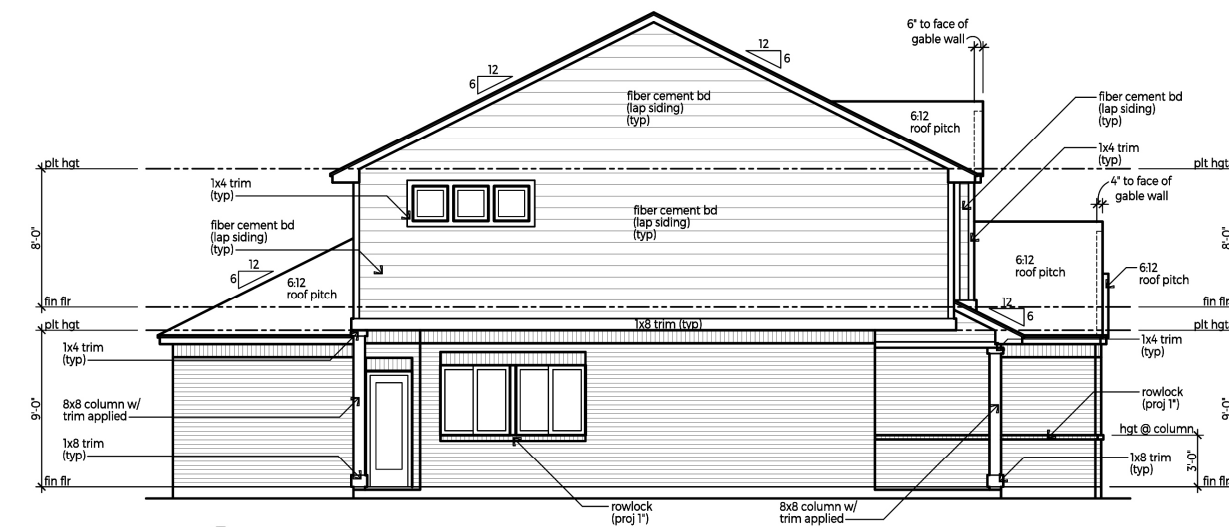
1  
a.7.g front elevation  
scale 1/8" = 1'-0"



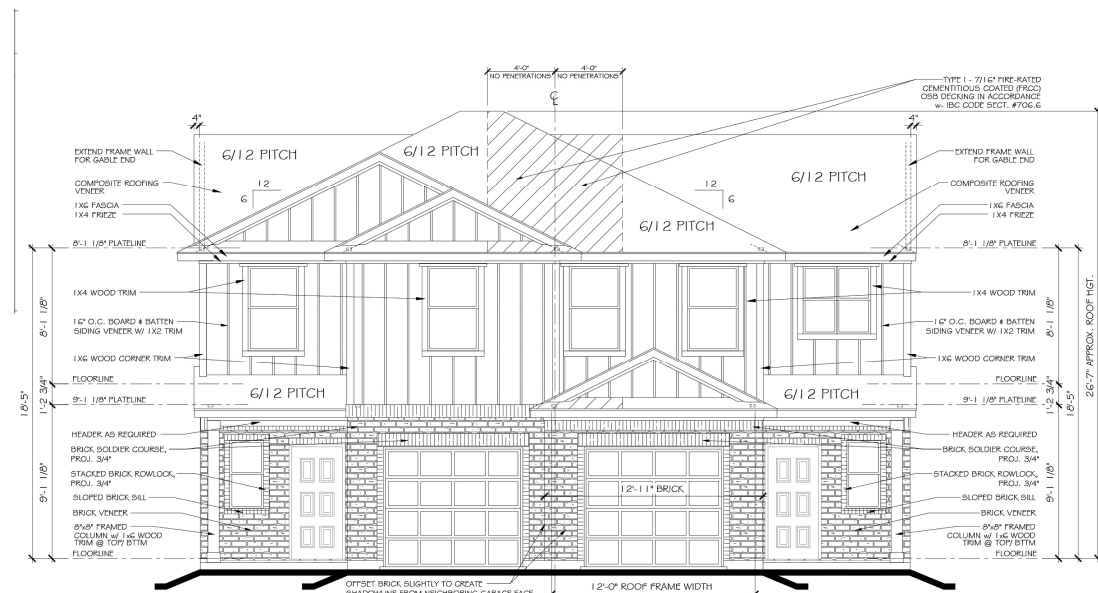
1  
a.7.h right elevation  
scale 1/8" = 1'-0"



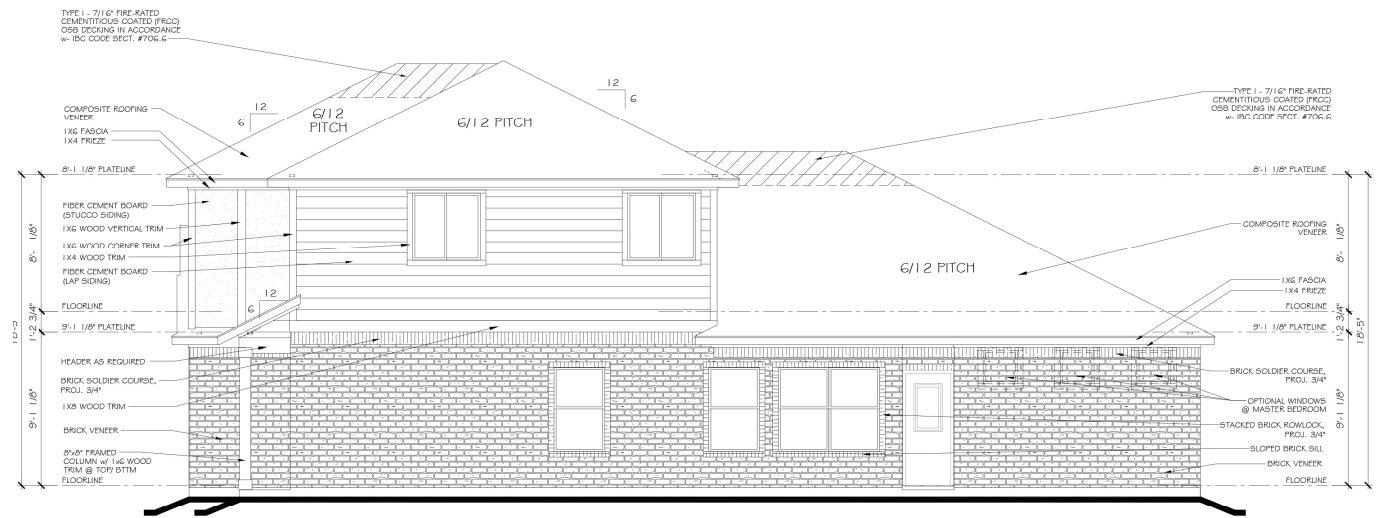
2  
a.7.g rear elevation  
scale 1/8" = 1'-0"



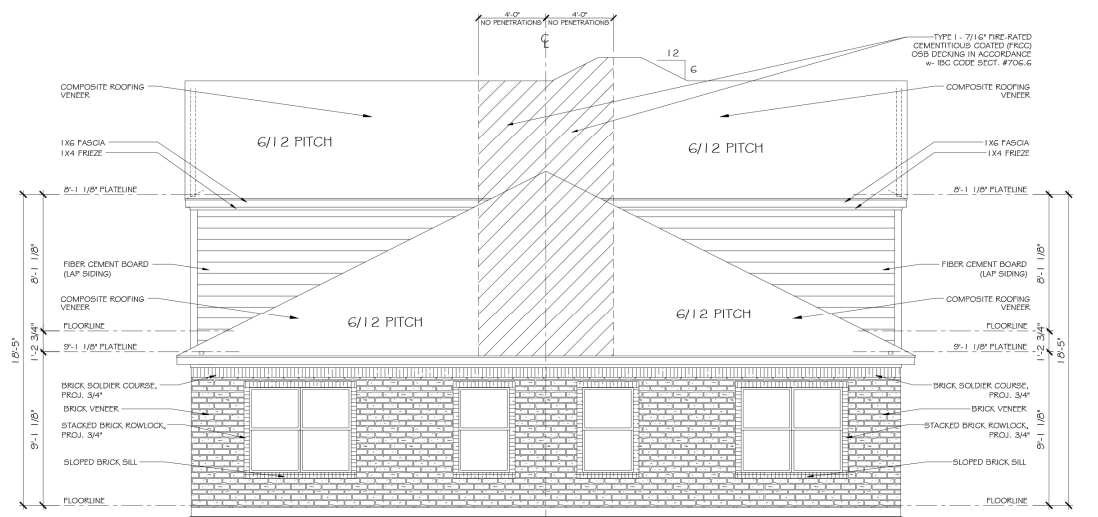
2  
a.7.h left elevation  
scale 1/8" = 1'-0"



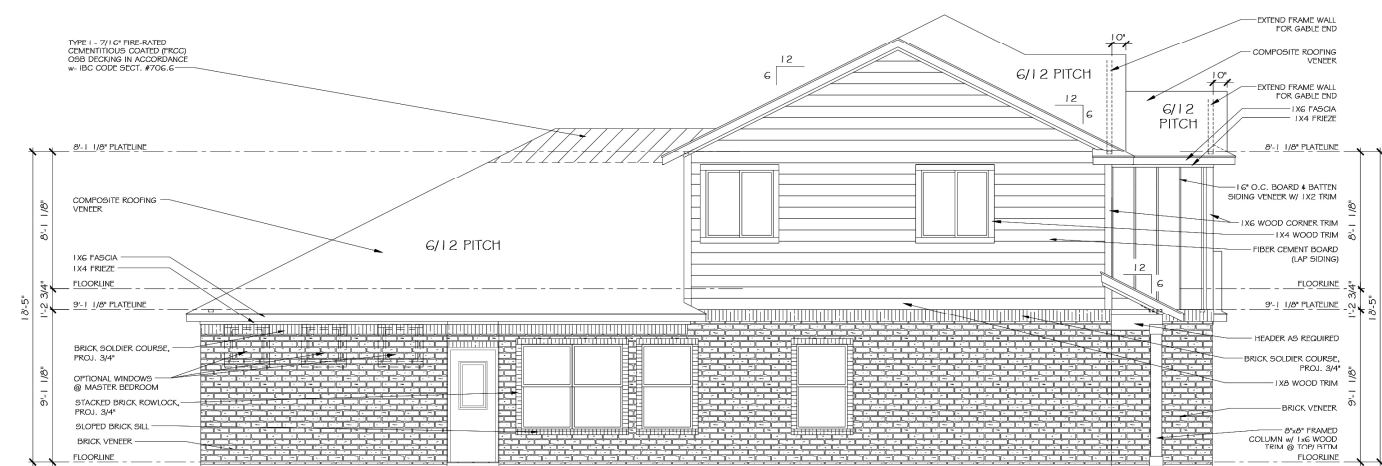
(UNIT 1)  
**FRONT ELEVATION "B"**  
SCALE: 1/4" = 1'-0" (22"x34" SHEET)  
1/8" = 1'-0" (11"x17" SHEET)



**RIGHT ELEVATION**  
SCALE: 1/4" = 1'-0" (22"x34" SHEET)  
1/8" = 1'-0" (11"x17" SHEET)

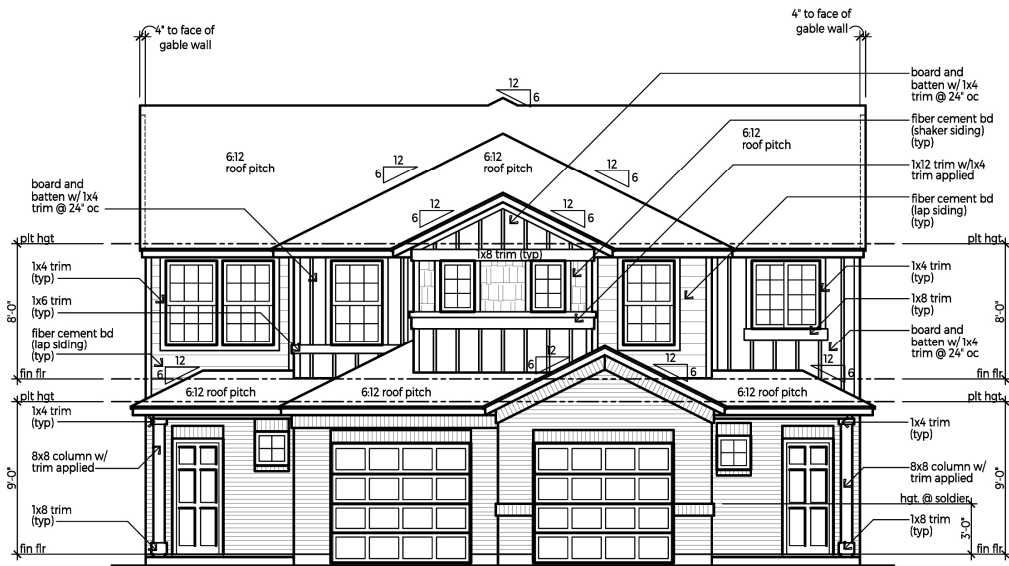


(UNIT 2) (UNIT 1)  
**REAR ELEVATION "B"**  
SCALE: 1/4" = 1'-0" (22"x34" SHEET)  
1/8" = 1'-0" (11"x17" SHEET)

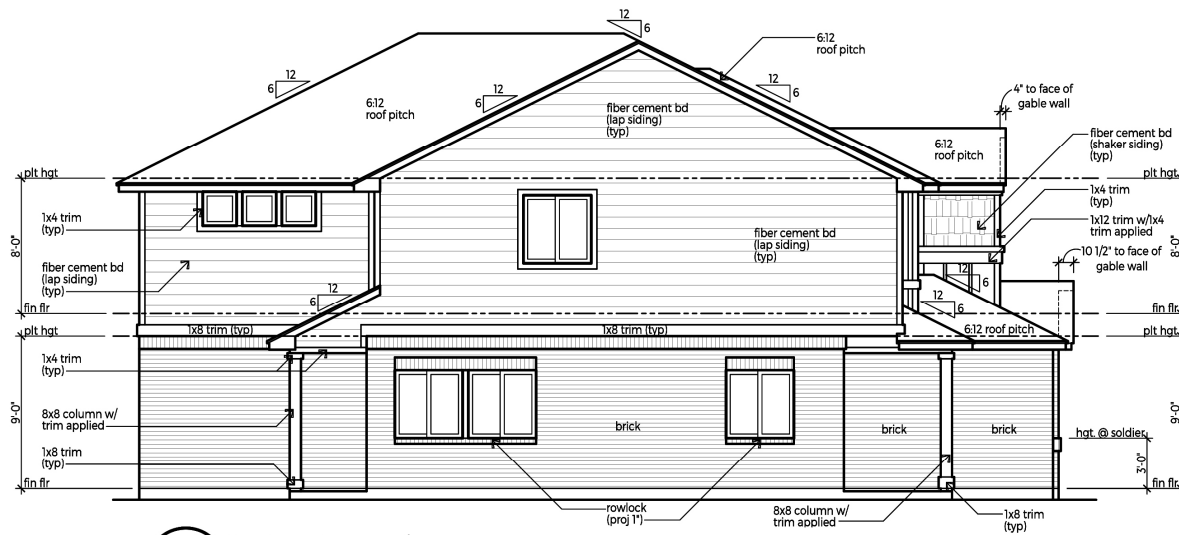


**LEFT ELEVATION "B"**  
SCALE: 1/4" = 1'-0" (22"x34" SHEET)  
1/8" = 1'-0" (11"x17" SHEET)





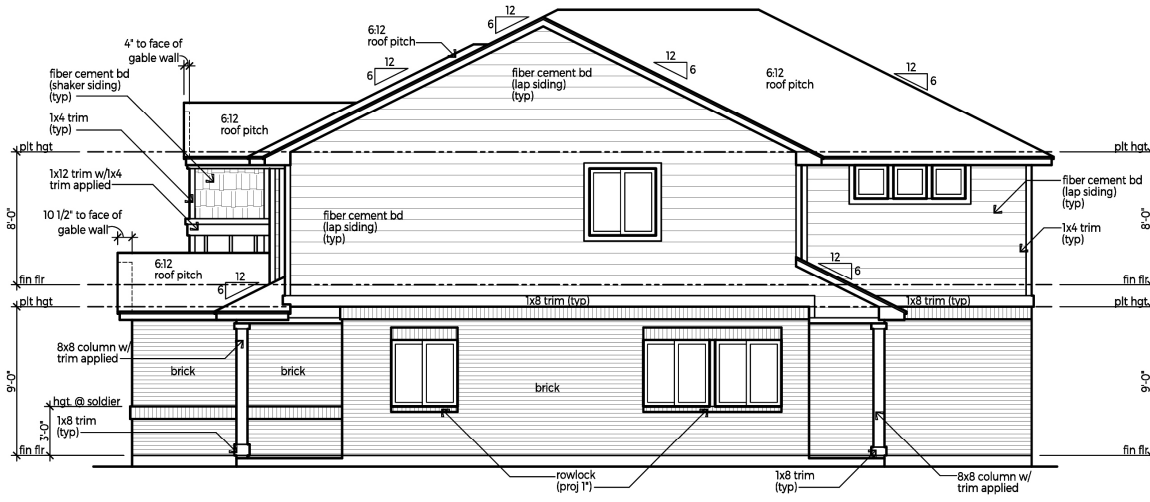
1 front elevation  
a.7.g scale 1/8" = 1'-0"



2 left elevation  
a.7.h scale 1/8" = 1'-0"

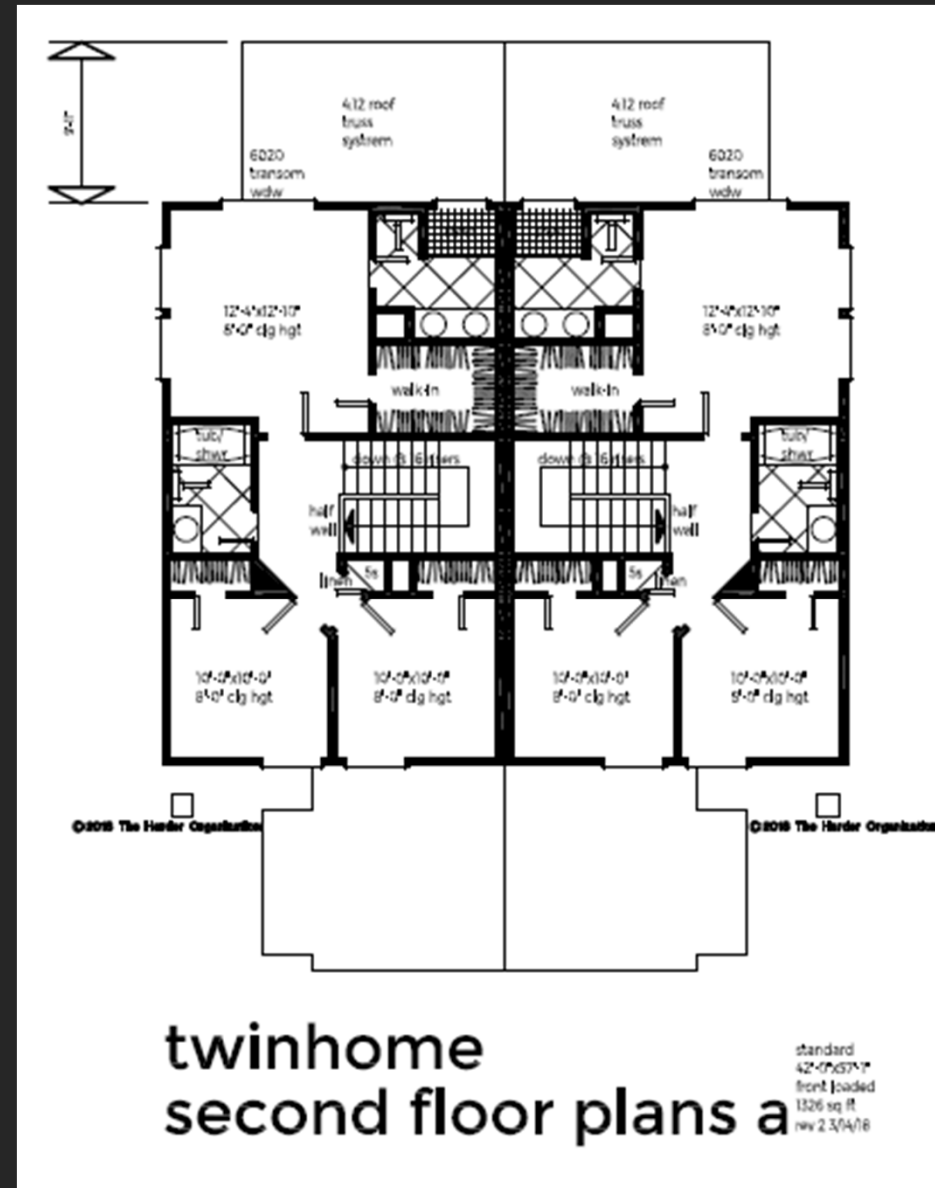
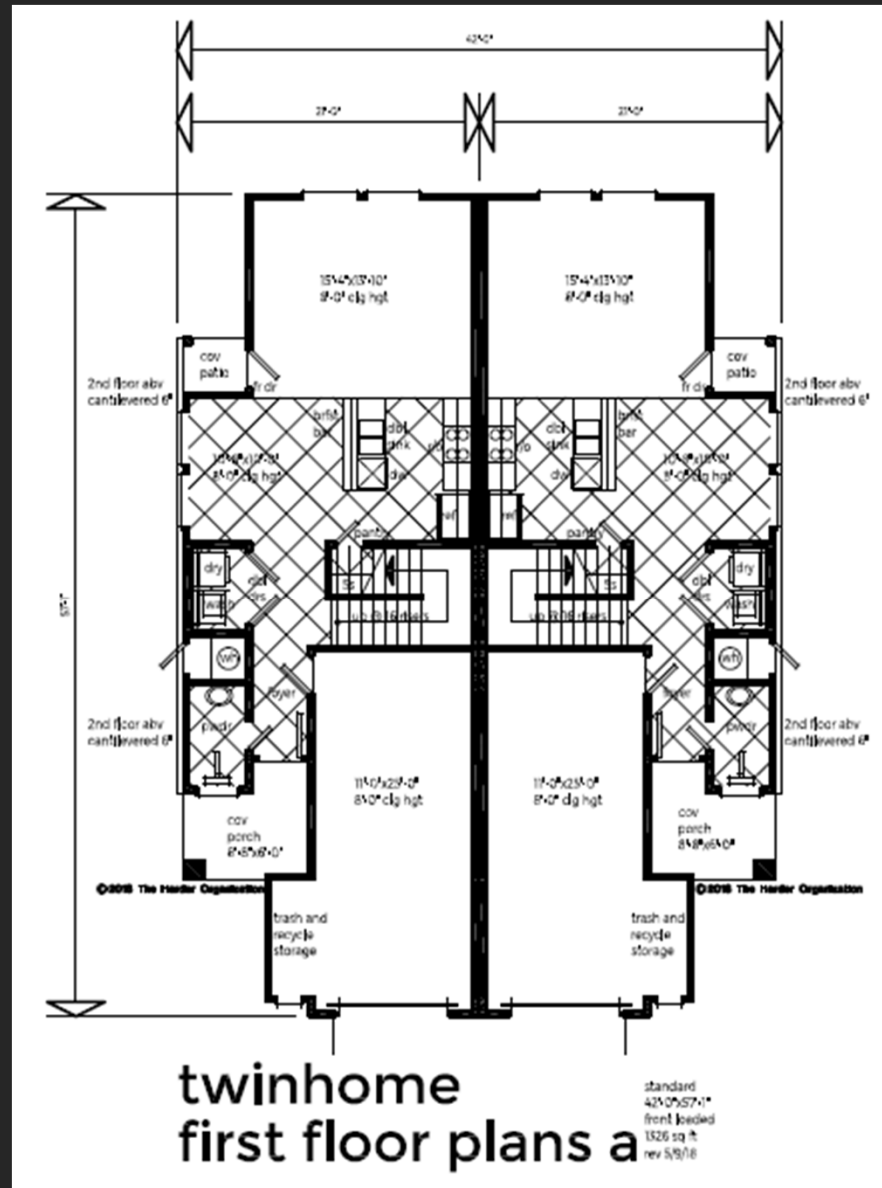


2 rear elevation c w/opt masonry  
a.7.g scale 1/8" = 1'-0"



1 right elevation  
a.7.h scale 1/8" = 1'-0"







# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a final plat, being a replat of Lot 2 Block A of the Holiday Express Wylie Addition, establishing two commercial lots on 2.988 acres, generally located on the southwest corner of FM 544 and Sanden Boulevard.

### Recommendation

Motion to approve a final plat, being a replat of Lot 2 Block A of the Holiday Express Wylie Addition, establishing two commercial lots on 2.988 acres, generally located on the southwest corner of FM 544 and Sanden Boulevard.

### Discussion

**OWNER: Parker/Scholz Properties LTD**

**APPLICANT: R.C. Myers Surveying, LLC**

The applicant is proposing to subdivide one existing commercial lot into two lots on 2.988 acres. The property is zoned in Planned Development 2021-03 and allows for commercial uses.

The purpose of the replat is to create two lots that each measure approximately 1.5 acres. The purpose of the replat is to subdivide the property for marketing purposes. No development plans for either site have been submitted.

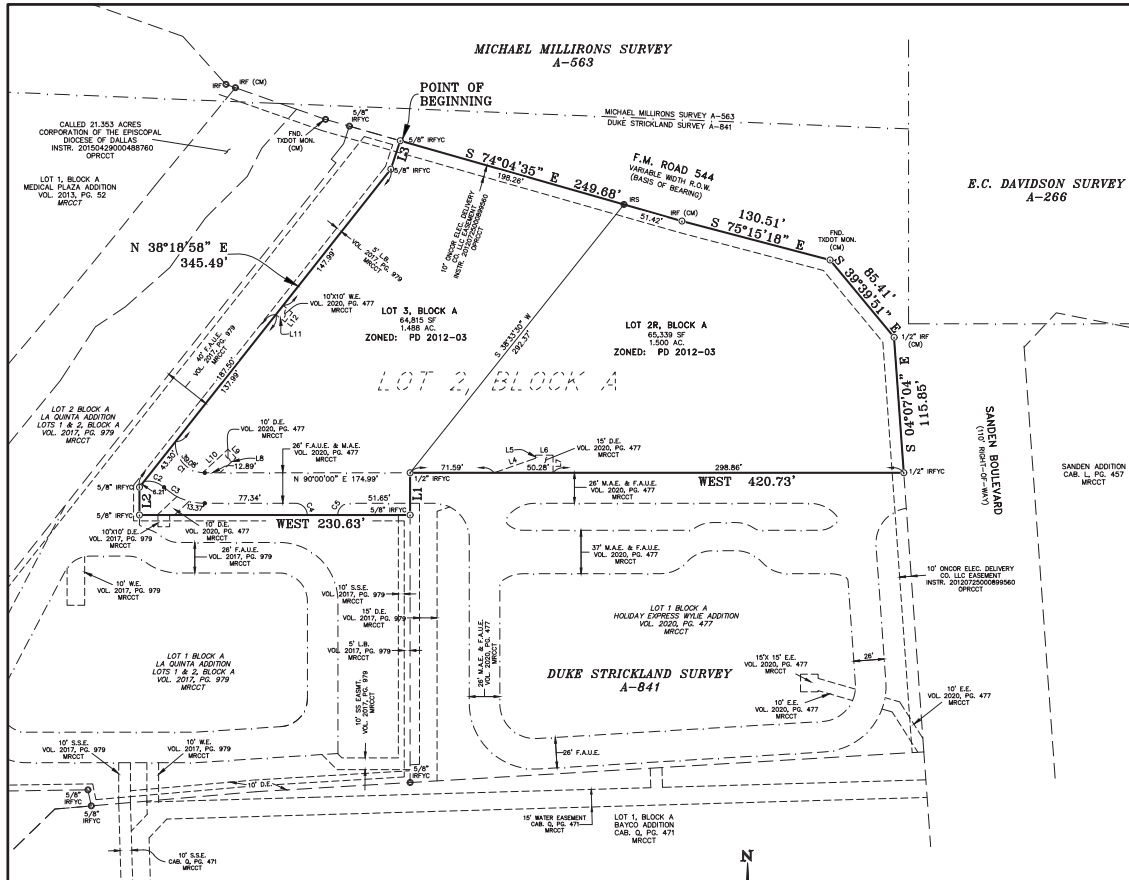
Any development on each newly created lot will require the approval of an amended plat for fire, access, and utility easements, in addition to an approved site plan.

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

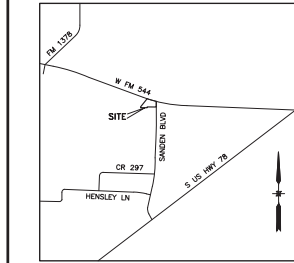
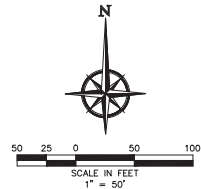
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

#### **P&Z Commission Discussion**

The Commission voted 6-0 to recommend approval.



CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING
C1	93°33'45"	25.00'	26.60'	40.82'	S 43°13'08" E 36.44'
C2	53°03'53"	20.00'	9.99'	18.52'	N 73°44'29" W 17.87'
C3	42°47'29"	51.00'	19.98'	36.09'	N 68°36'10" W 37.21'
C4	89°00'00"	10.00'	10.00'	15.71'	N 45°00'00" W 14.14'
C5	90°00'00"	10.00'	10.00'	15.71'	N 45°00'00" W 14.14'



VICINITY MAP  
N.T.S.

LEGEND	
RFYC	IRON ROD WITH YELLOW CAP STAMPED 79613 39637 FOUND
CM	CONTROL MONUMENT
IR	5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 3963" SET
MRCCT	MAP RECORDS, COLLIN COUNTY, TEXAS
INSTR.	INSTRUMENT
U.E.	UTILITY EASEMENT
L.B.	LANDSCAPE BUFFER
F.A.U.E.	FIRE, ACCESS AND UTILITY EASEMENT
M.A.E.	MUTUAL ACCESS EASEMENT
S.E.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
E.E.	ELECTRIC EASEMENT

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	SOUTH	36.00'
L2	NORTH	23.71'
L3	N 18°17'51" E	25.53'
L4	S 70°40'54" W	37.36'
L5	SOUTH	2.67'
L6	WEST	15.00'
L7	NORTH	14.98'
L8	S 47°06'24" W	18.77'
L9	S 42°53'36" E	10.00'
L10	N 47°06'24" E	29.44'
L11	N 51°41'02" W	10.00'
L12	S 38°18'58" E	10.00'

- GENERAL NOTES:
1. Basis of bearing being S 74°04'35" E for a south boundary line of deed recorded in Vol. 5058, Pg. 2753, D.R.C.C.T.
  2. By graphical plotting, all of the parcel described herein lies within Flood Zone "X" as delineated on the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48085C0415, dated June 2, 2009, as published by the Federal Emergency Management Agency, and revised by Letter of Map Revision (LOMR) Case No. 10-06-1838P, effective date December 30, 2010. The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source.
  3. NOTICE: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State law and is subject to fines and withholding of utilities and building permits.
  4. Elevations are based on City of Wylie Monument  
C. 1 Elev. = 520.31'

APPROVAL BLOCK

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission  
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas

Date

"ACCEPTED"

Mayor, City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing Final Plat of the HOLIDAY EXPRESS WYLIE ADDITION, LOTS 2R & 3, BLOCK A, an addition to the City of Wylie was submitted to the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2021, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, 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 herein subscribed.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, A.D., 2021.

City Secretary  
City of Wylie, Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, Robert C. Myers, do hereby certify that this plat was prepared under my supervision from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

GIVEN UNDER MY SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

ROBERT C. MYERS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 3963

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert C. Myers, Registered Professional 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 the \_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public in and for the State of Texas  
My Commission Expires On: \_\_\_\_\_

PROPERTY OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS Parker/Scholz Properties, LTD BEING THE OWNER of a 2.988 acre tract of land situated in the Duke Strickland Survey, Abstract No. 841, City of Wylie, Collin County, Texas, and being all of Lot 2, Block A of Holiday Express Wylie Addition, an addition to the City of Wylie, as recorded in Cabinet 2020, Page 477, Map Records, Collin County, Texas (MRCCT), and being more particularly described by metes and bounds as follows:

BEGINNING a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner in the south right-of-way line of Farm to Market Road 544 (FM 544), at the common north corner of said Lot 2 of said Holiday Express Addition and Lot 1, Block A of La Quinta Addition, Lots 1 & 2, Block A, an addition to the City of Wylie, as recorded in Cabinet 2020, Page 477, Map Records, Collin County, Texas, (MRCCT);

THENCE South 74 degrees 04 minutes 35 seconds East, along the common line of said FM 544 and said Lot 2, a distance of 249.65 feet to a 1/2-inch iron rod with a TODOT monument with an aluminum disk found for corner at an angle point;

THENCE South 75 degrees 15 minutes 18 seconds East, continuing along the common line of said FM 544 and said Lot 2, a distance of 130.51 feet to a 1/2-inch iron rod with a TODOT monument with an aluminum disk found for corner at an angle point;

THENCE South 39 degrees 39 minutes 51 seconds East, continuing along the common line of said FM 544 and said Lot 2, a distance of 85.41 feet to a 1/2-inch iron rod with a TODOT monument with an aluminum disk found for corner at an angle point in the west right-of-way line of Sander Boulevard, a 110 ft. right-of-way at this point;

THENCE South 04 degrees 07 minutes 04 seconds East, along the west right-of-way line of said Sander Boulevard and the east line of said Lot 2, a distance of 115.85 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner at the southeast corner thereof, same being the northeast corner of Lot 1, Block A of said Holiday Express Addition;

THENCE West, along the common line of said Lot 2 and said Lot 1 (Holiday Express), a distance of 420.73 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner at the northeast corner of said Lot 1 (Holiday Express) and an interior all corner of said Lot 2;

THENCE South, continuing along the common line of said Lot 2 and said Lot 1 (Holiday Express), a distance of 36.00 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner at the southerly northeast corner of said Lot 1 (La Quinta), and an exterior all corner of said Lot 2;

THENCE, along the common line of said Lot 2 and said Lot 1 (La Quinta), the following corners:

- West, a distance of 230.63 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner;
- North, a distance of 23.71 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner;
- North 38 degrees 18 minutes 58 seconds East, a distance of 345.49 feet to a 5/8-inch iron rod with a yellow plastic cap stamped RPLS 3963 found for corner;
- North 18 degrees 17 minutes 51 seconds East, a distance of 25.53 feet to the POINT OF BEGINNING AND CONTAINING 2.988 acres, or 130,154 square feet, of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PARKER/SCHOLZ PROPERTIES, LTD does hereby adopt this plat designating the herein above described property as the HOLIDAY EXPRESS WYLIE ADDITION, LOTS 2R & 3, BLOCK A, an addition to the City of Wylie, Texas, and do 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 thereof.

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

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

WITNESS, my hand, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

FOR: PARKER/SCHOLZ PROPERTIES, LTD.

BY: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF COLLIN

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

Given under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

FINAL PLAT  
HOLIDAY EXPRESS  
WYLIE ADDITION  
LOTS 2R & 3, BLOCK A  
BEING A REPLAT OF  
LOT 2, BLOCK A, HOLIDAY EXPRESS WYLIE ADDITION  
CAB. 2020, PG. 477, MRCCT  
AND BEING  
2.988 ACRES  
SITUATED IN THE  
DUKE STRICKLAND SURVEY, ABST. NO. 841,  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
R.C. MYERS SURVEYING, LLC  
488 ARROYO COURT  
SUNNYVALE, TX 75182  
(214) 532-0636  
FAX (972) 412-4875  
EMAIL: rcmyersurveying@gmail.com  
FIRM NO. 10192300  
REY: 1/4/2020  
JOB NO. 2046  
SHEET 1 OF 1  
2:\PROJECTS\03708 - 2.97AC ON SANDY\03708 FINAL PLAT.DWG



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and ABSAR, LLC regarding the use of building materials for property located at 1012 E. Brown Street.

### Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and ABSAR, LLC regarding the use of building materials for property located at 1012 E. Brown Street.

### Discussion

The applicant has requested to enter into a Development Agreement with the City of Wylie regarding the use of building materials for the development of an attached single-family development located at 1012 E. Brown Street.

In order to maintain the standards of the existing development, and as a part of the overall development agreement, the applicant is proposing to add a separate building materials agreement in accordance with Texas State Law Sec 3000.002(d).

The proposed Development Agreement states that the developer will voluntarily abide by the building materials standards of the City of Wylie Zoning Ordinance.

Approval of this authorization is not an approval of any requested zoning change.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.**

After Recording Return to:

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

## **DEVELOPMENT AGREEMENT AMONG MOHAMMED RAHMAN AND THE CITY OF WYLIE, TEXAS**

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and ABSAR, LLC ("Developer"). Wylie and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of 1.83 acres of the Francisco De la Pina Survey, Abstract 685, generally located at 1012 E. Brown Street, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (Garden Square Townhomes); and

WHEREAS, Developer desires to revert the zoning designation of 1012 E. Brown and have asked Wylie to rezone the Property to TH (Townhouses) zoning; and

WHEREAS, Developer and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

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

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

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

WHEREAS, the Wylie City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that he is the sole owner of Garden Square Townhomes as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer 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. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.



- (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Local Government Code. Developer voluntarily consents and agrees to such designation. Developer 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 Wylie'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 Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developer, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:
- (i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;
  - (ii) to terminate this Agreement by providing written notice of termination to Developer;
  - (iii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - (iv) to refuse to issue building permits for any building on the Property;
  - (v) to refuse to issue a Certificate of Occupancy for any building on the Property;
  - (vi) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or
  - (vii) to seek specific enforcement of this Agreement.
- (b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.
  
6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property, and shall be binding on the Developer and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.
  
7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Wylie under any ordinance, whether now existing or in the future arising.
  
8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:  
 City of Wylie  
 Attention: City Manager  
 300 Country Club Road  
 Wylie, Texas 75098  
 Telephone: (972) 516-6000  
 Facsimile: (972) 516-6026  
 Email: [chris.holsted@wylietexas.gov](mailto:chris.holsted@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) 544-4044  
 Email: [rpittman@abernathy-law.com](mailto:rpittman@abernathy-law.com)

If to Developer, addressed to Developer at:  
 ABSAR, LLC  
 Mohammed Rahman  
 816 Araf Avenue  
 Richardson, Texas 75081

9. Indemnity.

- (a) **EACH DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.**
- (b) **IN ITS SOLE DISCRETION, WYLIE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING EACH DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WYLIE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WYLIE IN WRITING. WYLIE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WYLIE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WYLIE IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO INDEMNIFY WYLIE PURSUANT TO THIS AGREEMENT. EACH DEVELOPER SHALL RETAIN WYLIE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WYLIE'S WRITTEN NOTICE THAT WYLIE IS INVOKING ITS**

**RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WYLIE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY WYLIE.**

- (c) **THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10. **Acknowledgement of Wylie's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.**

- (a) **DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

- (i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

- (A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (C) **VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED**
- (D) **NUISANCE; OR**
- (E) **CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

- (ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**

- (b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**
- (c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**
- (d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
12. Attorney’s Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.
13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. 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 or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other

parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. 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, except as expressly set forth herein.
22. Assignment/Binding Effect.
  - (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
    - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;
    - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
    - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
    - (iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.

- (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.
24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Chris Holsted, City Manager  
Date: \_\_\_\_\_

Attested to by:

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

STATE OF TEXAS           §  
                                      §  
COUNTY OF COLLIN     §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



ABSAR, LLC  
 Mohammed Rahman,  
 a Texas resident

By: \_\_\_\_\_  
 Mohammed Rahman  
 Date: \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared Mohammed Rahman, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires: \_\_\_\_\_

**Exhibit A-1**  
**Legal Description of 1012 E. Brown St.**

BEING a 1.830 acre tract of land situated in the Francisco De la Pine Survey, Abstract Number 689 in the City of Wylie, Collin County, Texas, and being part of that tract of land described in deed to Gary Sixkiller, as recorded in Document Number 98-0088596 of the Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract of land, same being the southwest corner of that tract of land described in deed to the City of Wylie, as recorded in Document Number 20101210001352490, O.P.R.C.C.T., said corner being on the south right-of-way line of East Brown Street (a variable width right-of-way);

THENCE South 88 degrees 43 minutes 07 seconds East, along the common north line of the herein described tract and said south right-of-way line, a distance of 188.94 feet to a point for corner at the northwest end of a corner clip;

THENCE South 42 degrees 49 minutes 59 seconds East, continuing along said common line and along said corner clip, a distance of 27.83 feet to a point for corner at the intersection of said south right-of-way line with the west right-of-way line of W. A. Allen Road (a variable width right-of-way);

THENCE South 03 degrees 03 minutes 34 seconds West, along the common east line of the of said Sixkiller tract and the herein described tract and said west right-of-way line, a distance of 363.50 feet to a point for the southeast corner of the herein described tract, same being the southeast corner of said Sixkiller tract;

THENCE North 88 degrees 49 minutes 22 seconds West, along the south line of said Sixkiller tract and the herein described tract, a distance of 207.81 feet to a point for corner at the southwest corner of both;

THENCE North 02 degrees 53 minutes 28 seconds East, along the west line of said Sixkiller tract and the herein described tract, a distance of 383.83 feet to the POINT OF BEGINNING AND CONTAINING 79,707 square feet or 1.830 acres

## **Exhibit B**

### **Building Materials Standards**

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

1. Ordinance No. 2019-23, Zoning Ordinance Section 4.3 (Non-Residential Design Standards), as it exists or may be amended by Wylie in its sole discretion
2. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
3. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
4. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
5. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
6. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
7. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
8. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
9. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
10. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building



# Wylie City Council

## AGENDA REPORT

Department: Parks and Recreation  
 Prepared By: Robert Diaz

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

### Subject

Consider, and act upon, the approval of a vendor application for 1Lt. Robert F. Welch Run for Heroes Lunch event at Olde City Park on April 17, 2021.

### Recommendation

Motion to recommend approval of a vendor application for 1Lt. Robert F. Welch Run for Heroes Lunch event at Olde City Park on April 17, 2021.

### Discussion

The 1Lt. Robert F. Welch III Run for our Heroes event will be hosting a grab and go lunch as part of their list of activities. They program organizers are also planning to sell items like t-shirts as part of their fundraising efforts. Parks and Recreation staff have worked with this event organizers in the past with no issues or concerns.

All local COVID-19 requirements and restrictions will be met and adhered to in order to have the event. The Mayor has approved the large event waiver for this event.

The Parks and Recreation Board approved the vendor application at the February 8, 2021 meeting.



## PARKS AND RECREATION DEPARTMENT

949 Hensley Lane, Building 200, Wylie, TX 75098  
Office: 972-516-6340 / Fax 972-442-0758 / Email: [parks@wylietexas.gov](mailto:parks@wylietexas.gov)

**VENDOR APPLICATION-Once approved by City Council, vendor has 7 days to finalize event with Parks & Recreation facility staff. Recommended timeline for submission is 2-3 months in advance of event. Please forward TYPED application to above address, email or fax.**

### Applicant Information

**Name of Organization:**

1LT Robert F. Welch III Run for our Heroes Lunch Event

**Organization's Primary Contact Person (name only):**

Becky Welch

**Organization's Website:**

[www.1ltwelchrnfourheroes.org](http://www.1ltwelchrnfourheroes.org)

**Organization's Non-Profit Exemption Number /501c3 (if applicable):**

#46-2234352

### Event Information

**Event Name/Title:**

1LT Robert F. Welch III Run for our Heroes Event

**Event Type (fundraiser, etc.):**

Community Service

**Event Location:**

Old City Park in downtown Wylie

**Anticipated Number of Participating Vendors:**

0

**Anticipated Event Attendance:**

About 50-100

**Purpose of Event:**

Fundraiser/ Outreach and support

**Proposed Event Date:**

4/17/21

**Alternative Date:**

**Start Time (include setup):**

8am

**End Time (include cleanup):**

2pm

**Event Target Audience:**

Local Military veterans and first responders

**EVENT DETAILS:**

*Please list any and all specifics, as well as items intended to sell. If available, attach additional pages, announcements or flyers.*

We will be hosting our annual Run for our Heroes' event virtually this year due to Covid-19 and out of respect for the health of our participants and volunteers. We would still like to do a smaller Opening ceremonies down at the Veteran's Memorial the morning of the event that we can livestream including the National Anthem and wreath laying for our heroes. We would do that at 9am. We would like to follow that with a "grab and go" style free lunch for our local military veterans and first responders and their families. All meals would be prepackaged and simply passed out to people as they drive up to get food. Miscellaneous items will be sold onsite as a fundraiser i.e. t-shirts. All volunteers will be wearing masks and following Covid-19/ social distancing guidelines (please see letter attached for info).

**NOTE:**

If food is prepared on-site or off-site and brought to the event location to be offered to the public, free or at a cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health Permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 1-972-548-5528 or 1-972-548-5585. The Collin County website is [www.collincountytx.gov](http://www.collincountytx.gov).

Sec. 78-105 of the City Code of Ordinances states: It shall be unlawful for any person to solicit for sale, vend, peddle, sell or offer to sell any cold drinks, cigars, tobacco, cigarettes, fruits, candies, goods, wares or merchandise of any kind or nature whatsoever within the municipal parks or recreation or community center facility; provided, however, that this section shall not apply to any person, organizations, firms or corporations, or the agents of any person, or organization, firm or corporation, or employees of any person who are recommended by the Parks and Recreation Board and approved by the City Council to operate a concession or concessions for the sale of specified goods, wares, and merchandise within the municipal parks or recreation or community center facilities of the city.



**The 1LT Robert F. Welch III Charity**  
501c3 Nonprofit EIN #: 46-2234352

02/23/2021 Item F.



24 January 2021

Dear Mayor Porter,

I am reaching out to you today to request approval for an upcoming public event that the 1LT Robert F. Welch III Charity would like to host on Saturday, April 17, 2021 in Olde City Park in downtown Wylie, Texas. As you are aware, the 1LT Robert F. Welch III Charity is a local 501c3 charitable entity whose mission is to support and to honor, celebrate, and thank our true American Heroes- those who have served honorably in our Armed Forces, Law Enforcement, and First Responders. It is our mission to also honor those who have made the ultimate sacrifice for our great nation.

We would normally be preparing for our annual in-person Run for our Heroes event (5k, lunch, and vendor fair), however, with the current ongoing Covid Pandemic, we understand that this large scale event is just not possible this year; however, we would still like to do something on a smaller scale to honor our yearly event as well as help benefit our military veterans and first responders. Although our event will be virtual, we would still like to offer a live-stream "opening ceremonies" portion in the morning at 9am at our Veteran's Memorial in Olde City Park which will include the playing of our National Anthem, performance by our FD Pipes and Drums, and wreath laying. We would like to follow this by including a "grab and go" style free lunch for military veterans, first responders, and their families from 10:30 am- 1pm. During lunch, we will also be accepting nonperishable food donations and gift cards that are dropped off by citizens for our local Veterans Food Pantry which is housed inside the Wylie National Guard Armory (people would be driving up and dropping off donations without ever exiting their vehicle). Our volunteers who will be assisting those who attend the event will include our Charity Board Members and cadets from the Wylie ISD AFJROTC program. We have developed a safety plan for our event which includes the following protocols: 1. Disposable table coverings for all tables used under the park pavilion; 2. All volunteers will be required to have their temperatures taken upon arrival; 3. All volunteers will be required to wear masks/face coverings and gloves; 4. All participants driving through our event will be notified prior to the event that they must wear a mask during the duration of their time at the event; 5. Hand Sanitizer and Clorox wipes will be provided on site for volunteers and cleaning purposes; and 6. Grab and go meals will be prepared off site and covered with Seran wrap for added protection. We will be promoting social distancing amongst our event volunteers by limiting the number of individuals we have volunteer as well as encouraging those coming to participate in the event to remain in their vehicles and allow volunteers to serve them. I have already reached out to Janet Hawkes over at the Parks Department to set up a temporary reservation for Olde City Park for this event on April 17th. I understand that our event is contingent on your approval first before we begin promoting it to our supporters and general public. We completely understand the need to protect all of our volunteers and participants. We take this especially serious due to the fact that our charity specifically interacts with older military veterans. If we are allowed to follow through with our "Run for our Heroes Event", we will make sure to do everything in our power to follow all necessary social distancing guidelines required by the City of Wylie as well as the State of Texas.

I truly appreciate your support and consideration of the 1LT Robert F. Welch III Charity and our mission to serve our community. If you have any questions, please feel free to email me at [bwelch@1ltwelchrunchforourheroes.org](mailto:bwelch@1ltwelchrunchforourheroes.org) or call me at 214-395-4952. Thank you so much and have a blessed day.

Sincerely,

Becky Welch

Gold Star Wife of 1LT Robert F. Welch III- KIA 4/3/11 Afghanistan  
President of the 1LT Robert F. Welch III Charity



# Wylie City Council

## AGENDA REPORT

**Department:** Parks and Recreation  
**Prepared By:** Robert Diaz

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

### Subject

Consider, and act upon, the approval of a vendor application for Wylie Baseball and Softball Association equipment swap at Community Park and Founders Park on March 6, 2021.

### Recommendation

Motion to recommend approval of a vendor application for Wylie Baseball and Softball Association equipment swap at Community Park and Founders Park on March 6, 2021.

### Discussion

The Wylie Baseball and Softball Association would like to offer an equipment swap event at Community Park on March 6, 2021. The swap would be an opportunity for parents to sell equipment that their children can no longer use due to their age and equipment condition. It would allow parents needing equipment to purchase used equipment at a reduced cost. The WBSA would like to sponsor this type of event on an annual basis.

All local COVID-19 requirements and restrictions will be met and adhered to in order to have the event. Wylie Baseball Softball Association will be submitting a letter to the Mayor requesting the large event waiver. As of the writing of this report the request is in process and pending approval.

The Parks and Recreation Board approved the vendor application at the February 8, 2021 meeting.



## PARKS AND RECREATION DEPARTMENT

949 Hensley Lane, Building 200, Wylie, TX 75098

Office: 972-516-6340 / Fax 972-442-0758 / Email: [parks@wylietexas.gov](mailto:parks@wylietexas.gov)

**VENDOR APPLICATION-Once approved by City Council, vendor has 7 days to finalize event with Parks & Recreation facility staff. Recommended timeline for submission is 2-3 months in advance of event. Please forward TYPED application to above address, email or fax.**

### Applicant Information

**Name of Organization:**

Wylie Baseball and Softball Association

**Organization's Primary Contact Person (name only):**

Lance Wallace

**Organization's Website:**

<http://www.wyliesports.org/Home.aspx>

**Organization's Non-Profit Exemption Number /501c3 (if applicable):**

### Event Information

**Event Name/Title:**

Baseball and Softball Equipment Swap

**Event Type (fundraiser, etc.):**

Not a fundraiser

**Event Location:**

Community Park and Founders Park

**Anticipated Number of Participating Vendors:**

10-20

**Anticipated Event Attendance:**

100

**Purpose of Event:**

Allow people to sell older equipment to save costs for players

**Proposed Event Date:**

3/6/2021

**Alternative Date:**

3/13/2021

**Start Time (include setup):**

10 AM

**End Time (include cleanup):**

2 PM

**Event Target Audience:**

Baseball and Softball Players and families

#### EVENT DETAILS:

*Please list any and all specifics, as well as items intended to sell. If available, attach additional pages, announcements or flyers.*

The purpose of this event is for people to sell old equipment bats, gloves, helmets, bags, at garage sale prices to current players. This will help keep costs down for people and the idea would be, this becomes a yearly event and hopefully may entice people, who may be afraid to play due to equipment costs, to participate in the league.

#### NOTE:

If food is prepared on-site or off-site and brought to the event location to be offered to the public, free or at a cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health Permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 1-972-548-5528 or 1-972-548-5585. The Collin County website is [www.collincountytx.gov](http://www.collincountytx.gov).

Sec. 78-105 of the City Code of Ordinances states: It shall be unlawful for any person to solicit for sale, vend, peddle, sell or offer to sell any cold drinks, cigars, tobacco, cigarettes, fruits, candies, goods, wares or merchandise of any kind or nature whatsoever within the municipal parks or recreation or community center facility; provided, however, that this section shall not apply to any person, organizations, firms or corporations, or the agents of any person, or organization, firm or corporation, or employees of any person who are recommended by the Parks and Recreation Board and approved by the City Council to operate a concession or concessions for the sale of specified goods, wares, and merchandise within the municipal parks or recreation or community center facilities of the city.





## PARKS AND RECREATION DEPARTMENT

949 Hensley Lane, Building 200, Wylie, TX 75098

Office: 972-516-6340 / Fax 972-442-0758 / Email: [parks@wylietexas.gov](mailto:parks@wylietexas.gov)

### Contact Information

The following requested information is for staff purposes only. In order to ensure privacy this information will not be included with the official vendor application submitted for Board and Council review.

**Primary Contact Person's Name:**

Tyler Hamilton

**Primary Contact Person's Phone Number:**

**Primary Contact Person's Address:**

**Primary Contact Person's Email:**

**Secondary Contact Person's Name:**

Kevin Stewart

**Secondary Contact Person's Phone Number:**

**Secondary Contact Person's Address:**

**Secondary Contact Person's Email:**



# Wylie City Council

## AGENDA REPORT

**Department:** Parks and Recreation  
**Prepared By:** Robert Diaz

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

### Subject

Consider, and act upon, the approval of a vendor application for Wylie Christian Care Taste of Wylie Event at Olde City Park on May 3, 2021.

### Recommendation

Motion to recommend approval of a vendor application for the Wylie Christian Care Taste of Wylie Event at Olde City Park on May 3, 2021.

### Discussion

The Wylie Christian Care Taste of Wylie event is requesting use of the Olde City Park Pavilion for their event due to COVID-19 restrictions for use of inside venues. The event has local restaurants participate in an effort to raise funds for Wylie Christian Care. A live auction will also be held as part of the event.

All local COVID-19 requirements and restrictions will be met and adhered to in order to have the event. This is a long-standing event but it has never been held at Olde City Park. Wylie Christian Care will be submitting a letter to the Mayor requesting the large event waiver. As of the writing of this report the request is in process and pending approval.

The Parks and Recreation Board approved the vendor application at the February 8, 2021 meeting.



## PARKS AND RECREATION DEPARTMENT

949 Hensley Lane, Building 200, Wylie, TX 75098  
Office: 972-516-6340 / Fax 972-442-0758 / Email: [parks@wylietexas.gov](mailto:parks@wylietexas.gov)

**VENDOR APPLICATION-Once approved by City Council, vendor has 7 days to finalize event with Parks & Recreation facility staff. Recommended timeline for submission is 2-3 months in advance of event. Please forward TYPED application to above address, email or fax.**

### Applicant Information

**Name of Organization:**

Wylie Christian Care

**Organization's Primary Contact Person (name only):**

Mary Warkentine

**Organization's Website:**

[wyliecommunitychristiancare.org](http://wyliecommunitychristiancare.org)

**Organization's Non-Profit Exemption Number /501c3 (if applicable):**

501(c)3

### Event Information

**Event Name/Title:**

Taste of Wylie

**Event Type (fundraiser, etc.):**

Fundraiser

**Event Location:**

Olde City Park

**Anticipated Number of Participating Vendors:**

25-30

**Anticipated Event Attendance:**

500

**Purpose of Event:**

Fundraiser

**Proposed Event Date:**

May 3, 2021

**Alternative Date:**

May 6, 2021

**Start Time (include setup):**

8:00 a.m.

**End Time (include cleanup):**

4:00 p.m.

**Event Target Audience:**

500

#### EVENT DETAILS:

*Please list any and all specifics, as well as items intended to sell. If available, attach additional pages, announcements or flyers.*

This is the Taste of Wylie that is usually held in the FBC Wylie Events Center. We are relocating it to Olde City Park in order to comply with anticipated COVID-19 requirements. Restaurants are the participants/vendors and will serve food in compliance with health department guidelines, from 11:00 a.m. until 1:30 p.m.

It is anticipated that the event will include a live auction of donated items in the Pavilion area. Guests will pay a one time fee to enter the event and 'taste' the food from all participating restaurants.

#### NOTE:

If food is prepared on-site or off-site and brought to the event location to be offered to the public, free or at a cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health Permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 1-972-548-5528 or 1-972-548-5585. The Collin County website is [www.collincountytx.gov](http://www.collincountytx.gov).

Sec. 78-105 of the City Code of Ordinances states: It shall be unlawful for any person to solicit for sale, vend, peddle, sell or offer to sell any cold drinks, cigars, tobacco, cigarettes, fruits, candies, goods, wares or merchandise of any kind or nature whatsoever within the municipal parks or recreation or community center facility; provided, however, that this section shall not apply to any person, organizations, firms or corporations, or the agents of any person, or organization, firm or corporation, or employees of any person who are recommended by the Parks and Recreation Board and approved by the City Council to operate a concession or concessions for the sale of specified goods, wares, and merchandise within the municipal parks or recreation or community center facilities of the city.



# Wylie City Council

## AGENDA REPORT

Department: Library  
Prepared By: Ofilia Barrera

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

### Subject

Consider, and act upon, accepting a donation to the City in the amount of \$5,779 from the Catholic Foundation of the Estate of Rita and Truett Smith.

### Recommendation

Motion to recommend accepting a donation to the City in the amount of \$5,779 from the Catholic Foundation of the Estate of Rita and Truett Smith.

### Discussion

The Catholic Foundation of the Estate of Rita and Truett Smith have made a donation to the library to replace furniture in the Multi-Purpose Room.

If the donation is accepted by the City Council, the revenue will be added to the FY20-21 General Fund budget with the mid-year amendment. Any expenditures of the library relative to this donation will also be budgeted at that time.

Per Ordinance No. 2005- 57, § 1, 10-25-2005, the City Council must approve any donation with a value exceeding \$ 5,000.00  
Staff recommends acceptance of the donation.



# Wylie City Council

## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2021.

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2021.

### Discussion

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

## CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 33.33%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	32,899,113	6,646,833	24,935,735	75.79%	A
FRANCHISE FEES	2,840,000	18,440	375,905	13.24%	B
LICENSES AND PERMITS	916,852	99,565	310,035	33.82%	
INTERGOVERNMENTAL REV.	4,554,021	2,601,957	2,893,413	63.54%	C
SERVICE FEES	3,872,224	296,681	996,133	25.73%	D
FINES AND FORFEITURES	331,450	21,779	66,718	20.13%	E
INTEREST INCOME	25,000	634	2,824	11.30%	F
MISCELLANEOUS INCOME	177,500	4,526	29,359	16.54%	
OTHER FINANCING SOURCES	2,416,161	0	2,416,161	100.00%	G
<b>REVENUES</b>	<b>48,032,321</b>	<b>9,690,415</b>	<b>32,026,283</b>	<b>66.68%</b>	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,015,111	NA	NA	NA	H
<b>TOTAL REVENUES</b>	<b>49,047,432</b>	<b>9,690,415</b>	<b>32,026,283</b>	<b>65.30%</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	95,507	3,948	21,520	22.53%	
CITY MANAGER	1,205,582	86,441	335,244	27.81%	
CITY SECRETARY	423,850	28,305	123,669	29.18%	
CITY ATTORNEY	170,000	1,753	23,876	14.04%	
FINANCE	1,243,879	121,777	413,445	33.24%	
FACILITIES	899,196	44,364	190,639	21.20%	
MUNICIPAL COURT	548,566	28,927	112,755	20.55%	
HUMAN RESOURCES	721,834	46,196	181,327	25.12%	
PURCHASING	206,256	13,854	56,676	27.48%	
INFORMATION TECHNOLOGY	2,011,514	118,542	736,312	36.60%	I
POLICE	11,230,854	832,446	3,296,044	29.35%	
FIRE	9,522,116	609,614	2,600,054	27.31%	
EMERGENCY COMMUNICATIONS	2,020,542	201,595	809,807	40.08%	J
ANIMAL CONTROL	620,751	32,156	126,828	20.43%	
PLANNING	327,506	22,476	92,043	28.10%	
BUILDING INSPECTION	602,724	46,263	179,070	29.71%	
CODE ENFORCEMENT	258,143	17,061	68,337	26.47%	
STREETS	4,480,590	176,574	640,047	14.28%	
PARKS	2,593,029	166,381	638,211	24.61%	
LIBRARY	2,120,887	135,804	600,849	28.33%	
COMBINED SERVICES	5,234,999	291,073	1,362,260	26.02%	
<b>TOTAL EXPENDITURES</b>	<b>46,538,325</b>	<b>3,025,550</b>	<b>12,609,011</b>	<b>27.09%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>2,509,107</b>	<b>6,664,865</b>	<b>19,417,272</b>	<b>38.20%</b>	
A. Property Tax Collections for FY20-21 as of January 31, 2021 are 88.87%, in comparison to FY19-20 for the same time period of 90.90%. Sales tax is on a 2 month lag and two months have been received. January 2021 was up 20% compared to January 2020.					
B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.					
C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly. Includes funds for CARES funding that were transferred to General Fund.					
D. Service Fees: Trash fees billed in October are applicable towards FY 2019-20 revenue with the remaining fees coming from other seasonal fees.					
E. Fines and Forfeitures are down 11.44% from January 2020 which is a continuation of the decreasing trend in fines.					
F. The Interest rate has declined from .20% in July 2020 when budget was prepared to .0686% for January 2021.					
G. Yearly transfer from Utility Fund.					
H. Largest Carry Forward items: Energov Software \$225,450, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$300,000					
I. Annual software license and maintenance agreements. Percentage will level out over next few months.					
J. Annual contract payments for Plano Joint Radio System \$133k, hosted solution for workstations \$78k and portable radio replacements \$87k. Percentage will level out over next few months.					

## CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 33.33%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	23,921,619	1,780,025	5,703,057	23.84%	<b>K</b>
INTEREST INCOME	18,000	304	1,926	10.70%	
MISCELLANEOUS INCOME	33,000	20,836	25,591	77.55%	
OTHER FINANCING SOURCES	0	0	0	0.00%	
<b>REVENUES</b>	<b>23,972,619</b>	<b>1,801,165</b>	<b>5,730,574</b>	<b>23.90%</b>	
USE OF FUND BALANCE	0	NA	0	0	<b>L</b>
USE OF CARRY-FORWARD FUNDS	1,040,244	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>25,012,863</b>	<b>NA</b>	<b>5,730,574</b>	<b>22.91%</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	1,360,620	54,895	285,743	21.00%	<b>M</b>
UTILITIES - WATER	4,576,213	104,975	506,084	11.06%	
UTILITIES - SEWER	1,381,599	91,426	292,495	21.17%	
UTILITY BILLING	1,178,328	58,678	266,830	22.64%	
COMBINED SERVICES	15,425,292	2,374,994	6,735,419	43.66%	
<b>TOTAL EXPENDITURES</b>	<b>23,922,052</b>	<b>2,684,967</b>	<b>8,086,571</b>	<b>33.80%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,090,811</b>	<b>-883,802</b>	<b>-2,355,996</b>	<b>-10.89%</b>	
K. Most Utility Fund Revenue billed in October was applicable to FY 2019-20.					
L. Largest Carry Forward items: Energov Software \$150,300, Pump Station Backup Generators \$601,370, WW Treatment Plant Decommissioning Design \$100,000					
M. Annual transfer to the General Fund of \$2.4 million. Other expenses are payments to NTMWD for water minimum and sewer treatment.					



# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2021.

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Investment Report for January 31, 2021.

### Discussion

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



# City Of Wylie

## 2020-2021 Investment Report January 31, 2021

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$15,398,946.66	MMA	0.0793%	Texpool	12/31/2006	NA
2	\$15,946,732.39	MMA	0.0583%	TexStar	3/15/2011	NA
	\$31,345,679.05					

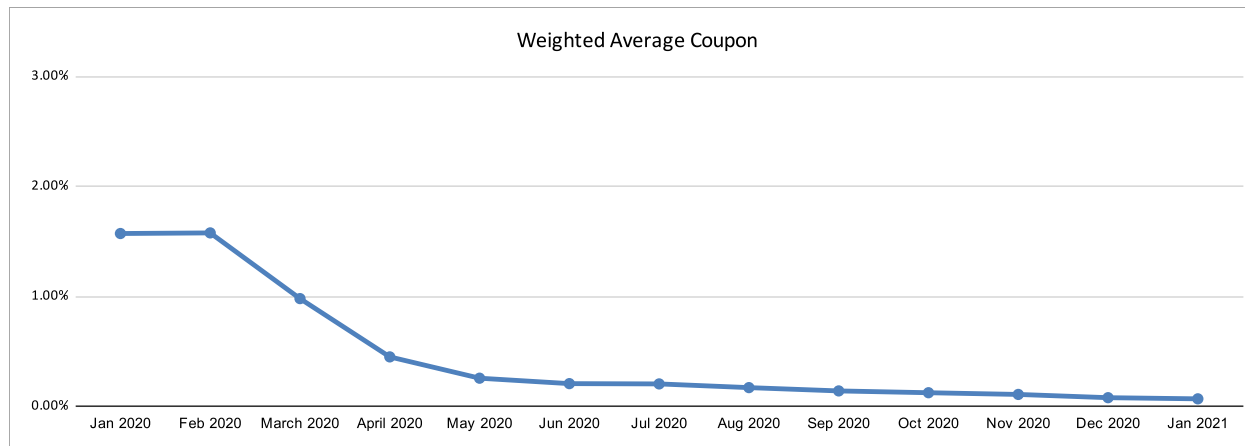
**Total**

Weighted Average Coupon:  
Weighted Average Maturity (Days):

0.0686%
1.00

Money Markets:  
Certificates of Deposits:

\$31,345,679.05
\$0.00
\$31,345,679.05



signed electronically by Melissa Beard 2-17-21  
Finance Director/Investment Officer



# Wylie City Council

## AGENDA REPORT

Department: City Secretary  
 Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, Resolution No. 2021-07(R) establishing a public newspaper of general circulation to be the “Official Newspaper” for the City of Wylie.

### Recommendation

Motion to approve, Resolution No. 2021-07(R) establishing the \_\_\_\_\_ as the “Official Newspaper” of the City of Wylie.

### Discussion

There are two requirements that must be met for a newspaper to meet the statutory requirements as a newspaper of general circulation.

(a) **Designating Official Newspaper.** The publication must be a newspaper as defined by §2051.044(a), Government Code. The section defines the term newspaper as:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

(b) **Publication of Notice in Newspaper.** Where a law, which requires or authorizes the publication of a notice in a newspaper by a municipality, and does not specify the manner of the publication, including the number of times that the notice is required to be published and the period during which the notice is required to be published, the above requirements pertain; additionally, a municipality shall publish notices in a newspaper that is published in the municipality, and which meets the above requirements and will publish the notice at or below the legal rate. If no newspaper published in the municipality meets these requirements, then the municipality shall publish the notice in a newspaper that is published in the county in which the municipality is located and will charge the legal rate or a lower rate. GC §2051.048.

Publication rates for the Dallas Morning News did not change from 2019 and are \$5.55/per line for \$3,000/yr., \$2.70/per line for \$10,000/yr., and \$5.55/per line with contract (\$3,000/yr.).

The Wylie News Legal Notices increased in 2021 from \$3.05 to \$3.20, Classified Rates did not change (\$15.99), and Display Rates did not change (\$15.50).

The City of Wylie Home Rule Charter additionally states in Article X1, Section 2; The City Council shall declare an official newspaper of general circulation in the city. All captions of ordinances, notices and other matters required to be published by this charter, by city ordinances, or by the constitution and laws of the State of Texas, shall be published in the official newspaper.

The Wylie News and Dallas Morning News meet the criteria for the official publication as provided by the statute.

**RESOLUTION NO. 2021-07(R)****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ESTABLISHING A PUBLIC NEWSPAPER OF GENERAL CIRCULATION TO BE THE OFFICIAL NEWSPAPER FOR THE CITY OF WYLIE.**

**WHEREAS**, Section 52.004, Local Government Code, requires the City Council of the City of Wylie, Texas ("City Council") to determine, by ordinance or resolution, a public newspaper to be the official newspaper for the City of Wylie, Texas ("Wylie"); and

**WHEREAS**, the City Council finds that the \_\_\_\_\_ is a public newspaper of general circulation and:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

**WHEREAS**, the City Council finds that the \_\_\_\_\_ is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Wylie; and

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

- (1) The \_\_\_\_\_ is designated as the official newspaper for the City of Wylie for Fiscal Year 2021, commencing January 1, 2021.
- (2) This Resolution is effective immediately upon passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this 23rd day of February, 2021.

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

ATTEST:

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

## **PUBLICATION COST SUMMARY**

**Dallas Morning News  
Wylie News  
January 2021**

### **DALLAS MORNING NEWS**

Legal Notices (Ordinance Captions, Public Hearings P&Z)

Full Dallas Morning News Open	\$14.00 per line/\$35 liner-\$45 display online
Full Dallas Morning News (\$3,000/yr)	\$5.55 per line/\$35 liner-\$45 display online
Full Dallas Morning News (\$10,000/yr)	\$2.70 per line/\$35 liner-\$45 display online
Classified Rates (Election Notices) Full DMN only	\$14.00 per line/\$35 liner-\$45 display online
<i>With Contract</i> (\$3,000/yr.)	\$5.55 per line/\$35 liner-\$45 display online
Display Rates (Budget/Tax Notices) Open	\$3,500.00* (1/4 page-Mon, Tues, Wed) \$4,000.00* (1/4 page-Sunday)

### **THE WYLIE NEWS**

Legal Notices (Ordinance Captions, Public Hearings P&Z)  
Rate

\$3.20 per line (display online included)

Classified Rates (Election Notices)

\$15.99 per column inch (includes both print and digital e-edition)

Display Rates (Budget/Tax Notices)

\$15.50 per column inch (includes both print and digital e-edition)

### **CIRCULATION WITHIN THE CITY**

Dallas Morning News (for zip code 75098)

2,782 (Mon/Sat paper)  
4,258 (Avg. Circulation Sunday)

All legal notices also publish online at [dallasnews.com](http://dallasnews.com) and [mypublicnotices.com](http://mypublicnotices.com) with 9 million unique visitors to [dallasnews.com](http://dallasnews.com) each month

The Wylie News (Wylie)

5,384 (The Wylie News)

Includes circulation in Collin, Dallas and Rockwall counties

The Wylie News - Notices are published in the  
Murphy/Sachse/Wylie editions

11,610 (Wylie/Sachse/Murphy)

Public notices are included in C&S Media Publications digital platforms which average over 500,000 visitors per month. All public notices are also included on [texaslegalnotices.com](http://texaslegalnotices.com).



# Wylie City Council

## AGENDA REPORT

**Department:** Public Arts / Advisory Board  
**Prepared By:** C. Ehrlich

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

### Subject

Consider, and act upon, a recommendation to the Wylie City Council for the final design “Heart of Wylie” by Shea Ameen and the fabrication of a mural to be located at 104 S. Ballard, Block 4, Lot 3 Keller’s Addition, north-facing exterior wall; and an agreement between the City of Wylie and Collin County Community College (Quad C) in the amount of \$5,000 to provide scholarships to students majoring in art studies, and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to approve the final design “Heart of Wylie” and a contract between the City of Wylie and Collin County Community College in the amount of \$5,000, for the fabrication of a mural to be located at 104 S. Ballard, north-facing exterior wall, and authorizing the City Manager to execute any necessary documents.

### Discussion

The Wylie Public Arts Advisory Board has recommended more art in Wylie’s Historic Downtown area. The idea was to place art where visitors to the downtown area could take a photo or just enjoy the art as they shop.

In the summer of 2020, staff and PAAB chair Schwerin and vice chair Courtney met with Erika McInay, Art Coordinator for Quad C, Wylie Campus to discuss a joint effort to allow students to be involved in the art process. A request for student designs was made and a selection committee made up of citizens and artists reviewed the submissions and unanimously chose the “Heart to Wylie” by Shea Ameen. Shea is an art major a Quad C.

In return for the fabrication of the 60’ x 12’ wall, the City has agreed to pay \$5,000 to be used for scholarships for students studying the arts. Ms. Ameen will receive the first scholarship of \$500 for her design. All materials are being donated by Roger and Karen Nitz (professional artists that competed the wall facing Olde City Park). Mr. Nitz will additionally provide a lecture for the art students and will be onsite with the students and instructors during the fabrication.

Fabrication will begin March 8, 2021 and be completed by March 12, 2021, barring any weather issues. Payment will be made upon completion and inspection of the mural. The contract and lease agreement for Colton Tapp, owner of the property, and insurance policies from Quad C naming both the property owner, City, and vacant lot owner where the students will be working as additional insured are attached.

Erika McInay and Shea Ameen are both in attendance tonight.

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between Hanalei Texas, LLC, Colton Tapp, President ("Licensor"), and the CITY OF WYLIE, TEXAS, a home-rule municipality ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the owner of that certain tract of land located at 104 S. BALLARD BLOCK 4, LOT 3 KELLER'S ADDITION NORTH-FACING EXTERIOR WALL ("Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses described in Exhibit A, attached hereto and incorporated herein for all purposes ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below.

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

### ARTICLE 1 - LICENSE

1.1 **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter on and use the Licensed Property shall be limited to the Permitted Uses.

1.2 **Non-Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.3 **Consideration.** In exchange for the rights granted herein, Licensee shall cause a mural to be painted and installed on the northern exterior of the building located on the Licensed Property. The parties agree that Licensee has the sole right, but not any obligation of any kind, to perform maintenance of the mural, to perform any work after the initial completion of the mural and/or to remove the mural upon the termination or expiration of this Agreement. Licensor agrees that Licensee shall have sole discretion over all aspects of the mural and the work related thereto, including the design, painting, completion, maintenance and removal thereof.

### ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, equipment and vegetation on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein.

2.2 **No Alterations.** Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

### ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** Licensee’s right to enter onto and use the Licensed Property under this Agreement shall commence on the Effective Date (hereinafter defined) and shall expire ten (10) years thereafter (“Term”), at which time this Agreement shall terminate, unless terminated earlier as provided herein.

3.2 **Termination on Default.** Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing thirty (30) days written notice of termination and an opportunity to cure any such default.

3.3 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

### ARTICLE 4 – NOTICE

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

If to Licensee, addressed to it at:

Chris Holsted, City Manager  
 Carole Ehrlich, Public Arts Coordinator  
 City of Wylie  
 300 Country Club Road, Bldg. 100  
 Wylie, Texas 75098

If to Licensor, addressed to it at:

Hanalei Texas, LLC



Attn: Colton Tapp  
 2250 Sachse Road  
 Wylie, TX 75098  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

## ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

5.2 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

5.3 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

5.4 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

5.5 **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 signature will also be deemed to constitute an original if properly executed.

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

5.7 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder

of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

5.8 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

5.9 **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.

5.10 **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

5.11 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensee has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

5.12 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

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

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

By: \_\_\_\_\_  
 Chris Holsted, City Manager  
 Date: \_\_\_\_\_

**LICENSOR:**  
 By: \_\_\_\_\_  
 Printed Name: Colton Tapp  
 Title President-Hanalei Texas, LLC  
 Date: \_\_\_\_\_

**EXHIBIT A**  
**Permitted Uses**

Painting, fabrication, installation and maintenance of a painted mural and all necessary appurtenances thereto and placement and use of equipment, tools, labor and related uses in connection therewith.

**AGREEMENT**

**BETWEEN**

**THE CITY OF WYLIE, TEXAS**

**AND**

**COLLIN COUNTY COMMUNITY COLLEGE  
WYLIE CAMPUS ART DEPARTMENT**

**FOR**

**THE FABRICATION AND INSTALLATION OF THE PROPOSED  
HEART OF WYLIE MURAL, PUBLIC ART PROJECT  
104 S. BALLARD  
BLOCK 4, LOT 3 KELLER'S ADDITION  
NORTH-FACING EXTERIOR WALL  
WYLIE, TEXAS 75098**

Made as of the 23rd day of February, 2021

Between City: City of Wylie, Texas  
300 Country Club Road, Bldg. 100  
Wylie, Texas 75098  
Telephone: 972-516-6000

and the Artist: Collin County Community College  
Art Department-Shea Ameen (design artist)  
391 Country Club Road  
Wylie, Texas 75098  
Telephone: \_\_\_\_\_

For the following Project: Fabrication and Installation of the proposed Heart of Wylie Mural  
to be located at 104 S. Ballard, Block 4, Lot 3 Keller's Addition-  
North-Facing Exterior Wall, Wylie, Texas 75098

This Agreement ("Agreement") is made and entered by and between the **City of Wylie, Texas**, a home-rule municipality ("City"), and **Collin County Community College and its students** (collectively, the "Artist"), to be effective from and after the date as provided herein. City and Artist are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage the services of Artist to paint, fabricate and install a painted mural ("Artwork") in connection with the Public Art Project on the wall located on the east side of 104 South Ballard Avenue, North-Facing Exterior Wall, Wylie, Texas 75098, which shall be installed in the location designated by City ("Project"); and

WHEREAS, Artist desires to render all services necessary for the Project on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE 1 ARTIST'S SERVICES**

1.1 **Employment of Artist** – City hereby agrees to retain Artist to provide the Services (hereinafter defined) as set forth herein in connection with the Project. Artist agrees to perform such Services in accordance with the terms and conditions of this Agreement.

1.2 **Scope of Services** – The parties agree that Artist shall provide the Services and deliverables that are set forth and described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (“Scope of Services”), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the Services and deliverables as specified by the terms and conditions of this Agreement (collectively, the “Services”). The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City (“Change Orders”). Artist shall not perform any “extra” work and/or additional services without a duly executed, written change order issued by the Wylie City Manager or authorized designee.

1.3 **Schedule of Work** – Artist agrees to commence work on March 8, 2021, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget, attached hereto as Exhibit “B” and incorporated herein by reference for all purposes. Notwithstanding anything herein to the contrary, fabrication of the Artwork shall be completed no later than March 15, 2021.

## **ARTICLE 2 CITY'S RESPONSIBILITIES**

2.1 **Project Data** – If reasonably requested by Artist, City shall furnish required information that it has in its possession as of the date of the request, and Artist shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project (“Project Manager”). City or the Project Manager shall examine the documents submitted by Artist and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Services. Artist understands and agrees that the Project Manager and his or her authorized representative are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

### **ARTICLE 3 ARTIST'S COMPENSATION**

3.1 **Compensation for Artist's Services** – As described in Article 1, Artist's Services of this Agreement, compensation for this Project shall be on a lump-sum basis, in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) ("Artist's Fee"), which sum Artist agrees to use to award scholarships to art students enrolled at Collin County Community College. The Artist's Fee is consideration for all Services to be rendered and materials to be provided in accordance with this Agreement. Artist's Fee shall be paid in accordance with this Article 3 and the Completion Schedule/ Project Billing /Project Budget as set forth in Exhibit "B". The Artist's Fee shall not be paid to Artist until Artist has completed, delivered and installed, as applicable, all of the Artwork, Services and tasks described in Exhibits "A" and "B" to City's satisfaction.

### **ARTICLE 4 OWNERSHIP AND COPYRIGHT**

4.1 **Ownership of Work** – Upon completion, the Artwork and the Project shall be the sole property of City, and Artist shall not make any duplicate work of the same or substantially similar size, nor shall Artist grant permission to others to do so except with the written permission of City. City shall be entitled to copies of the plans and the maquette which are prepared by Artist in connection with the development and fabrication of the Project under this Agreement. The ownership of the Artwork is automatically transferred to and vested in City upon full payment of the Artist's Fee as set forth in Article 3.1 of this Agreement.

4.2 **Ownership of Copyright** – Artist shall retain the copyright to the Artwork. Artist shall take all steps, at his own expense, to protect the copyright of the Artwork.

4.3 **License to City** – Artist irrevocably licenses City, its employees, representatives, officers and agents, the right to make photographs, two dimensional reproductions, and adaptations of the work for educational, public relations, arts promotional and other non - commercial purposes. For the purposes of this Agreement, the following, among others, are deemed to be reproductions and/or adaptations for non-commercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, books, art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations.

4.4 **Copyright Notice** – City undertakes to use its reasonable efforts to include in any reproductions which it makes of the Artwork a copyright notice in the following form: Copyright Shea Ameen, Artist.

4.5 **Representations and Warranties Regarding Copyright** – Artist represents and warrants that the Artwork is an original creation of Artist and will not infringe the copyright, trademark or other intangible rights of any third party. Artist represents and warrants that the Artwork is an edition of 1, unless otherwise agreed upon with the City.

## ARTICLE 5 FABRICATION

5.1 **Specifications** – Artist will fabricate the Artwork, or cause it to be fabricated, in substantial conformity with the design approved by City as set forth in Exhibit “A”.

5.2 **Changes** – Any significant changes to the Artwork by either Artist or as requested by City will be approved in writing by the other party. For purposes of this Agreement, a significant change will mean any change, including but not limited to, a change in the scope, design, color, size or material of the Artwork, which affects cost, installation, site preparation, maintenance and concept as represented in the design described in Exhibit “A”. If Artist wishes to make a significant change to the Artwork, he must request written approval from City of the change in writing at the address provided in Section 14. City will provide a written response within thirty (30) calendar days.

5.3 **Review of the Artwork** – City will be given access to the Artwork during reasonable business hours at Artist’s studio in order to review the Artwork and Artist’s progress with fabrication of the Artwork. Alternatively, City may request, and shall be given photographic documentation of Artist’s progress.

5.4 **Warranty of Craftsmanship** – Artist warrants that the Artwork will be free of defects in workmanship and materials. In the event that any defects become apparent in the workmanship or materials within five (5) years of the execution of this Agreement, Artist will remedy any defects at Artist’s sole cost and expense provided that City has followed and documented the maintenance procedures detailed in Exhibit “A”.

## ARTICLE 6 FINAL APPROVAL OF ARTWORK

6.1 **Final Approval** – Within ten (10) business days after the permanent installation of the Artwork, City will inspect the Artwork to determine whether it conforms to all of the requirements of this Agreement. If City finds that any aspect of the Artwork is not in conformance with this Agreement, City will notify Artist in writing within seven (7) business days of the inspection. Artist will have an opportunity to address and cure any defects, requests or concerns of City within fifteen (15) days of the date of City’s notice provided pursuant to this Article 7. All of the foregoing is without prejudice to any other remedies available to City under this Agreement or at law.

## ARTICLE 7 INTEGRITY OF THE WORK

7.1 **Repairs and Maintenance** - City shall exercise reasonable care to protect, repair, and maintain the work. Artist agrees to cooperate with and advise the City in connection with any such non-routine maintenance, including, without limitation, damage by acts of God, vandalism, conservation and/or replacement of any portion of the Artwork to the extent that Artist is able to do so.

7.2 **Relocation of the Work** – To the extent that the Artwork is capable of being relocated, the City shall have the right to do so.

7.3 **Alteration of the Artwork or of the Site** – Artist acknowledges that the artwork, when installed, may be incorporated within and made a part of a facility in such a way that removing the artwork from the facility, or the destruction or modification of the facility may cause the destruction, distortion, mutilation or other modification of the Artwork.

7.4 **VARA Waiver** – To the extent this Article or any other provision of this Agreement is inconsistent with federal law or any applicable moral rights belonging to the Artist, including the Visual Artists' Rights Act of 1990, Artist acknowledges receiving notice of such provisions and waives any right to preservation of the artwork provided by those laws. Artist shall retain any right to disclaim authorship of the Artwork as set forth in the Visual Artists' Rights Act of 1990.

7.5 **Credit** – City agrees, at its own expense, to prepare and install at or near the Project a public notice, the form and exact location of which shall be solely determined by City, giving Artist credit for the creation of the Artwork.

## **ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES**

8.1 **Artist Default** – Failure or refusal of Artist to perform any act herein required, unless mutually agreed to in writing by City and Artist, shall constitute a default under this Agreement. In the event of a default, in addition to any other remedy available to City, this Agreement may be terminated by City upon ten (10) days' written notice. Such notice does not waive any other legal remedies available to City. Should termination occur due to Artist default, Artist will refund any payments received, in addition to any other remedies available to City under this Agreement or at law. In the event of any termination under this article, Artist shall deliver to City all work, entirely or partially completed, in addition to any other remedies available to City under this Agreement or at law.

8.2 **Conditions for Termination of Agreement Other than Artist's Default** – If City deems, in its sole discretion, the Project design is inappropriate or unworkable for the site, or if the deadlines specified herein are not met due, in whole or in part, to the Artist's actions and/or omissions, or if cost estimates indicate that the Project cannot be completed within the Project budget, City retains the right to terminate this Agreement and is released from the obligation to enter into fabrication and installation of Artist's design concept for the Project.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

## **ARTICLE 9**



## INDEMNITY

**TO THE EXTENT ALLOWED BY LAW, ARTIST SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES ( INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES INCLUDING LOSS OF USE), CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND /OR PROPRIETARY CLAIM, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY' S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND /OR OMISSION OF ARTIST, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM ARTIST IS LEGALLY RESPONSIBLE, IN ITS /THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY ARTIST PURSUANT TO THIS AGREEMENT HEREINAFTER ("CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL. IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN ARTIST AND HIS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR' S OR EMPLOYEE' S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH ARTIST, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ARTIST IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.**

**IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ARTIST IN FULFILLING HIS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE**

**CONSTRUED AS A WAIVER OF ARTIST'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARTIST'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARTIST SHALL RETAIN CITY- APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARTIST FAILS TO RETAIN COUNSEL WITHIN SUCH TIME. PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ARTIST SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

## **ARTICLE 10 NOTICES**

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

If to City, addressed to it at:  
 Chris Holsted, City Manager  
 Carole Ehrlich, Public Arts Coordinator  
 City of Wylie  
 300 Country Club Road, Bldg. 100  
 Wylie, Texas 75098

If to Artist, addressed at:  
 \_\_\_\_\_

## **ARTICLE 11 MISCELLANEOUS**

**11.1 Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “B”, all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented and/or modified except by written agreement, duly executed by both parties. To the extent that any provision of this Agreement should conflict with the provisions of an exhibit, the provisions of this Agreement shall prevail. The following exhibits are attached and made part of this Agreement:

**Exhibit “A”**, Scope of Services.

**Exhibit “B”**, Compensation Schedule/ Project Billing/ Project Budget.

11.2 **Assignment and Subletting** – Artist agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City, except for transportation, delivery and foundry services. Artist further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Artist of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Artist, and there shall be no third party billing.

11.3 **Successors and Assigns** – City and Artist, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

11.4 **Savings /Severability** – In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

11.5 **Venue** – This entire Agreement is performable in Collin County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regard to Texas’ choice of law provisions. The exclusive venue for any action arising out of the parties’ performance under this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

11.6 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

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

11.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.

11.9 **Headings** – The headings of the various sections of this Agreement are included solely for the convenience of reference and are not to be full or accurate descriptions of the content thereof.

11.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

11.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

11.12 **Representations** – Each signatory represents his Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

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

11.14 **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, except as expressly provided herein.

11.15 **Reference to Artist** – When referring to “Artist,” this Agreement shall refer to and be binding upon Artist, and his partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Artist is legally responsible.

11.16 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

11.17 **No Joint Enterprise** – The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of either of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

**CITY:**

**City of Wylie, Texas**  
a home-rule municipality

**ARTIST:**

**Collin County Community College**

By: \_\_\_\_\_  
Chris Holsted, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Project Description

To fabricate and install the proposed **Heart of Wylie Mural** Art Project, Artist shall perform the following tasks:

- A) The Artist shall fabricate and install the Artwork in substantial conformity with the approved design. Any significant changes in the concept, as defined in Article 5.2, must be approved by the City. It is the responsibility of the Artist to coordinate with the City to ensure that the site is prepared to receive the Artwork. The Artist will be responsible for preparation of the site, including installation and fabrication.
- B) Upon completion of the permanent installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance, as provided in this Agreement. The Artist will complete the City's maintenance worksheet and submit it to the City within ten (10) days of City's final acceptance of the Artwork.

#### MAINTENANCE PROCEDURES

Materials and Care Information Sheet (to be filled out by the artist and submitted upon completion of the project prior to final payment.)

Artist: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Media: \_\_\_\_\_

Specific materials used (Brand name and type of all materials, i.e. type of paper and fiber content, metal alloy, chemical composition of patina, etc.):

Specific techniques used in the fabrication of the Artwork. (Airbrush painting, lost wax casting, TIG welding, etc.):

Fabricator name and address (if other than Artist):

Installation materials and techniques (Attach as-built drawings as appropriate):

Recommended Maintenance procedures. (Be as specific as possible about techniques and materials):

Cautions regarding maintenance, handling, etc.:

**EXHIBIT “B”**  
**COMPLETION SCHEDULE/PROJECT BILLING/PROJECT BUDGET**

---

Completion Schedule and Project Billing

<b>TASK</b>	<b>DESCRIPTION</b>	<b>PAYMENT</b>	<b>TIMELINE</b>
1	Execution of Agreement.	\$0	2-23-2021
2	Artist begins work.	\$0	3-8-2021
3	Artist completes work at site.	\$0	3-15-2021
4	City inspection and approval-final signoff.	\$5,000	3-16-2021
<b>TOTAL</b>		\$5,000	





# CERTIFICATE OF LIABILITY INSURANCE

02/23/2021 Item 2.

02/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roach Howard Smith and Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231		<b>CONTACT NAME:</b> Shawna Haglund <b>PHONE (A/C No. Ext):</b> (972) 744-2709 <b>FAX (A/C No.):</b> (972) 744-2809 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Deep East SIF	
<b>INSURED</b> Collin County Community College District P.O. Box 8021 McKinney TX 75070		<b>INSURER B:</b> Texas Political Subdivisions <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** Cert ID 49216

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
**RE:** Student painting Public Mural Project in downtown Wylie.

## CERTIFICATE HOLDER

Colton Tapp 2250 Sachse Road Sachse TX 75043	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Bart Tucker
--	--

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ACORD 25 (2016/03)

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93



# CERTIFICATE OF LIABILITY INSURANCE

02/23/2021 Item 2.

02/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roach Howard Smith and Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Shawna Haglund	<b>FAX (A/C, No):</b> (972) 744-2809	
	<b>PHONE (A/C, No, Ext):</b> (972) 744-2709	<b>E-MAIL ADDRESS:</b> [REDACTED]	
<b>INSURED</b> Collin County Community College District  P.O. Box 8021  McKinney TX 75070	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Deep East SIF		
	INSURER B: Texas Political Subdivisions		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 49216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO				11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Student painting Public Mural Project in downtown Wylie.

**CERTIFICATE HOLDER****CANCELLATION**

Debra Tyson  100 S Ballard Avenue  Wylie TX 75043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Bart Tucker
---	--

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ACORD 25 (2016/03)

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# Wylie City Council

## AGENDA REPORT

**Department:** Planning  
**Prepared By:** Jasen Haskins, AICP

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

### Subject

Hold a Public Hearing, consider, and act upon, a change of zoning from Agricultural District (AG/30) to Townhouse District (TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and WA Allen Boulevard. (ZC 2021-01).

### Recommendation

Motion to disapprove a change of zoning from Agricultural District (AG/30) to Townhouse District (TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and WA Allen Boulevard. (ZC 2021-01).

### Discussion

**OWNER: Absar LLC**

**ENGINEER: ND & Associates**

**The Applicant is requesting to withdraw this item.**

The applicant is requesting to rezone 1.83 acres located on the southwest corner of Brown Street and W.A. Allen Blvd. The property is currently zoned Agricultural and the applicant is requesting rezoning to Townhouse (TH) to allow for townhouse units on individually platted lots.

The property currently contains a single-family home built in the early 1970's. The structure will be removed to develop the property.

The properties adjacent to the subject property are zoned agricultural to the north, single-family residential to the west and south. The properties to the east are zoned neighborhood services (Fire station #3) and Light Industrial (Frontier Comm).

The subject property lies within the Sub-Urban Sector of the Comprehensive Land Use Plan. The proposed zoning and use are compatible with the Plan.

The applicant has provided a zoning exhibit to demonstrate the feasibility of developing the property under the Townhouse District zoning category. Should the zoning be approved the zoning exhibit will not be made part of the ordinance and a plat will be required before development. The applicant or developer may change the design and layout so long as such design or layout meets the current or amended Zoning Ordinance, Building Code, Fire Code, and any other relevant codes or ordinances at time of preliminary plat.

Notifications/Responses: 23 notifications were mailed; with three responses received in opposition and none in favor of the request.

**P&Z Commission Discussion**

Citizen and Commissioner concerns centered around visibility across property lines, notably to the property to the west. After some discussion, staff explained that the zoning ordinance does not require visual screening beyond 6' between residentially zoned properties (except multi-family). Staff also explained that a Planned Development would be required to guarantee any desired landscape screening.

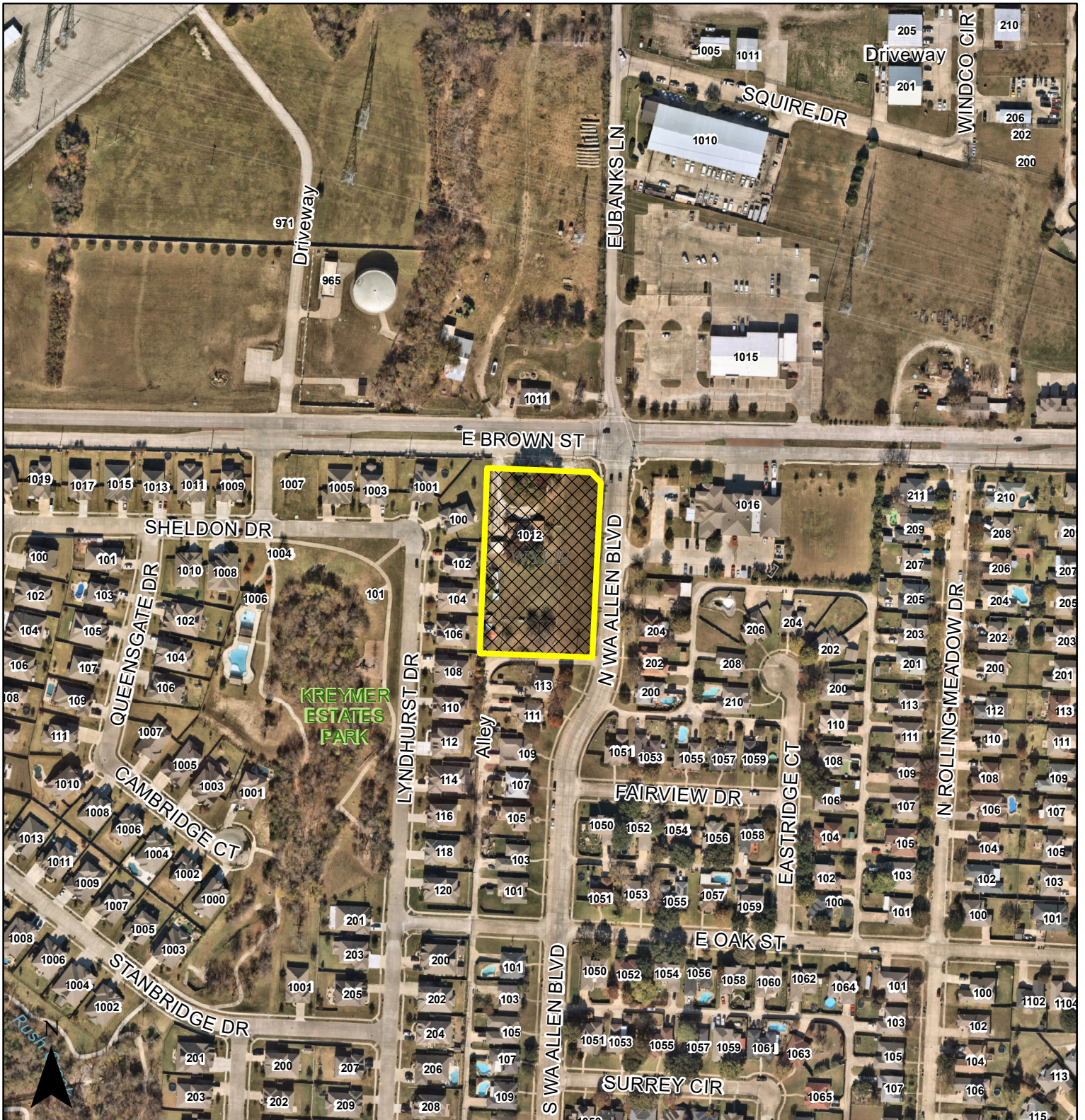
Drainage and property values were also citizen concerns. Staff explained that drainage would be part of the development process should zoning be approved.

After the Commissioners discussed other potential uses on the property, such as commercial zoning, the Commission voted 6-0 to recommend disapproval. Therefore, a  $\frac{3}{4}$  majority vote by Council would be required to approve.



# Locator Map

02/23/2021 Item 3.

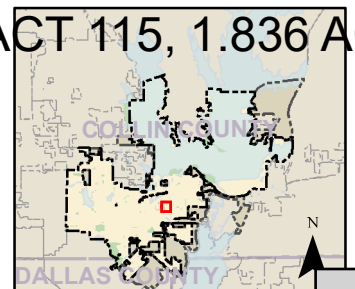


ABS A0688 F DE LA PINA SURVEY, SHEET 5, TRACT 115, 1.836 ACR

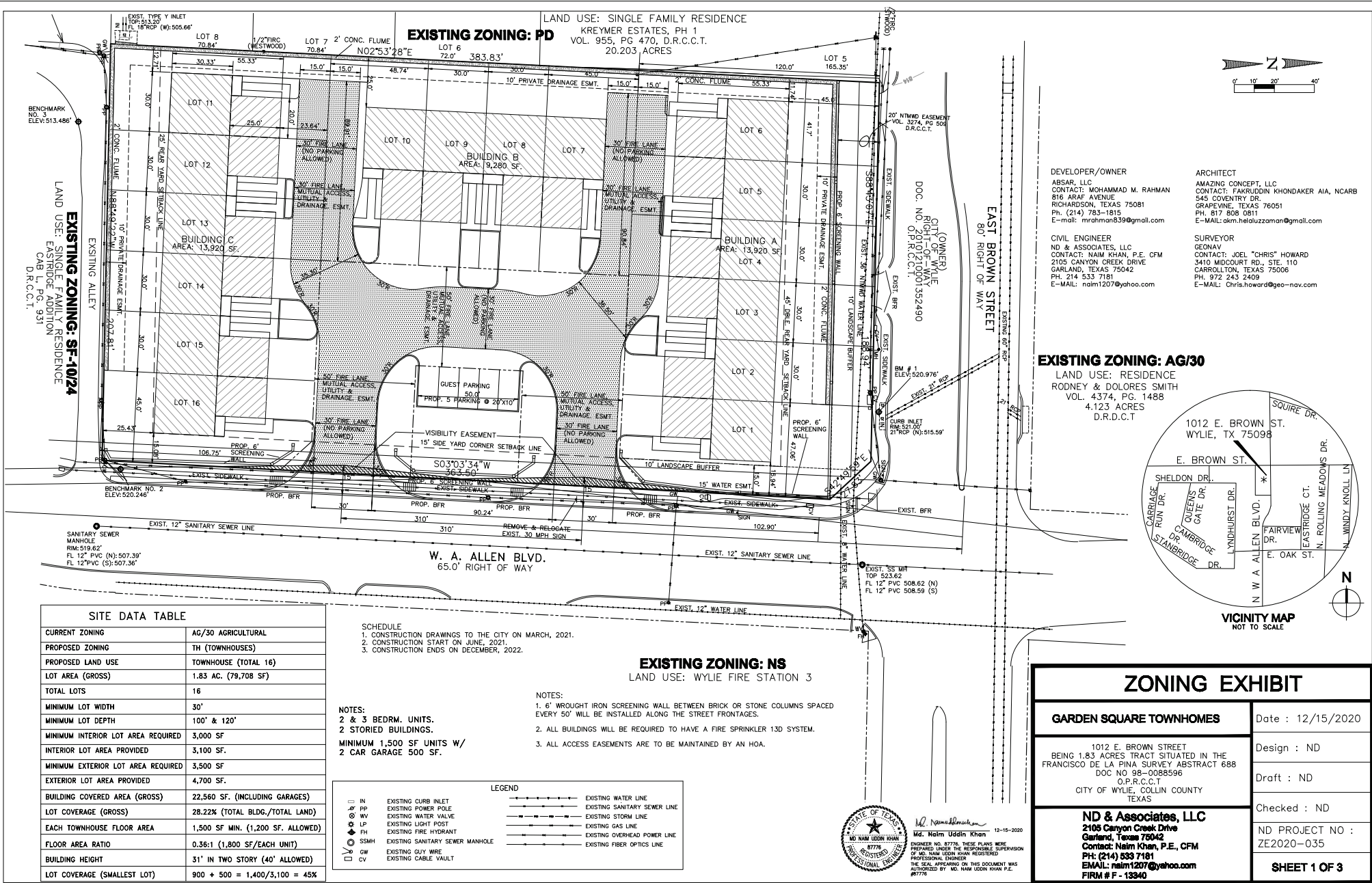


Subject Property

0 125 250 500 750 1,000 Feet







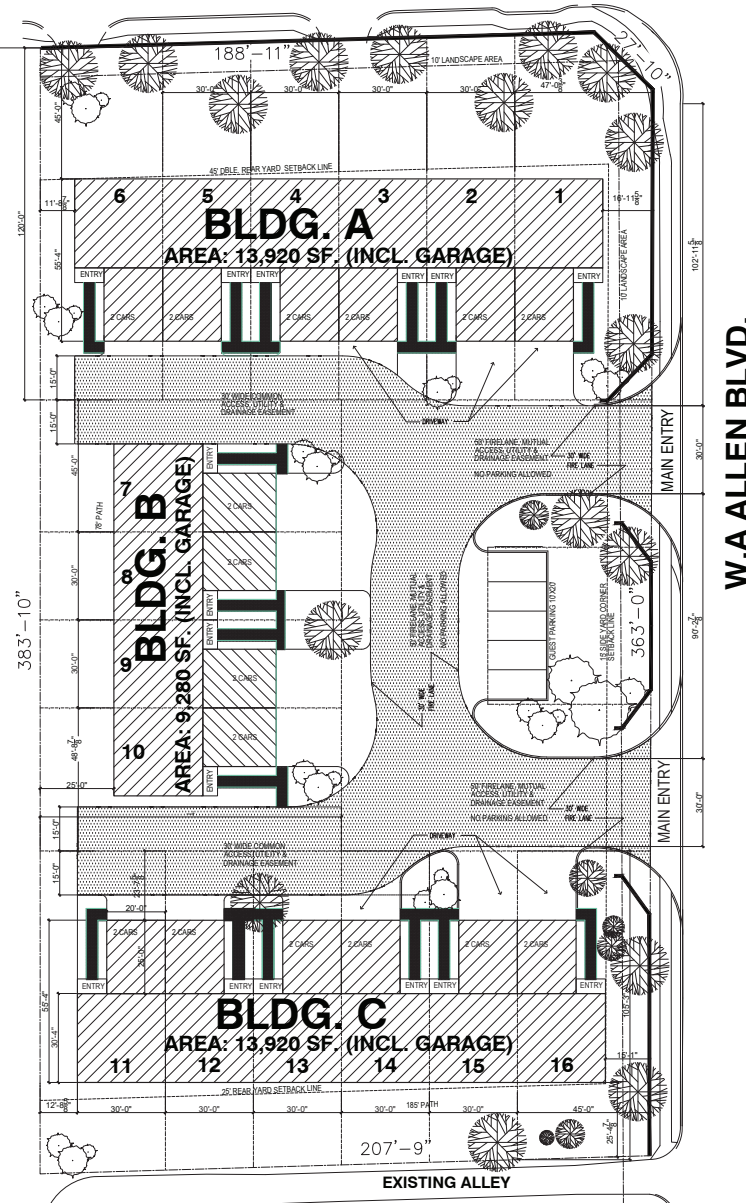


REV.	TRADE	SHEET	DESCRIPTION
<b>INDEX TO DRAWINGS</b>			
A101	ARCHITECTURAL		LOCATION, SHEET INDEX & PROPOSED SITE PLAN
A101			FIRE HOSE REACH PLAN
A201			NOT INCLUDED
A202			NOT INCLUDED
A203			NOT INCLUDED
A204			NOT INCLUDED
A501	ARCHITECTURAL		BLDG. 'A' EXTERIOR ELEVATIONS
A502			BLDG. 'B' EXTERIOR ELEVATIONS
A503			BLDG. 'C' EXTERIOR ELEVATIONS
C1	CIVIL		ZONING EXHIBIT
C2			CONCEPT UTILITY
C3			CONCEPT DRAINAGE

<b>CODE DATA</b>	
GENERAL INFORMATION:	
ZONING CHANGE REQUEST : AG/30 TO TOWNHOUSE DISTRICT	
CODE TYPE : ALL CURRENT LOCAL AMENDMENTS ARE ALSO PART OF THE FOLLOWING CODES:	
BUILDING CODE :	IRC 2015
OCCUPANCY TYPE :	R4 TOWNHOUSES
TYPE OF CONSTRUCTION :	TYPE V-B (PROTECTED) 130 FIRE SPRINKLER SYSTEM IN ALL BUILDINGS.

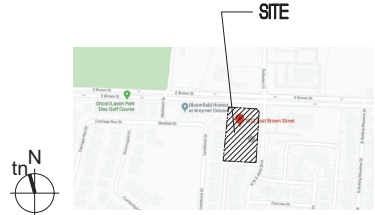
<b>SITE DATA TABLE</b>	
DESCRIPTION	
PRESENT ZONING	AG/30 AGRICULTURAL
PROPOSED ZONING	TH (TOWNHOUSES)
LOT AREA (GROSS)	1.83 AC. (79,708 SF.)
BUILDING COVERED AREA (GROSS)	22,560 SF. (INCLUDING GARAGES)
LOT COVERAGE (GROSS)	28.22% (TOTAL BLDG./TOTAL LAND)
EACH TOWNHOUSE FLOOR AREA	1,500 SF. MIN. (1,200 SF. ALLOWED)
FLOOR AREA RATIO	0.036:1 (1,800 SF. / EACH UNIT)
BUILDING HEIGHT	31' IN TWO STORY (40' ALLOWED)
EXTERIOR LOT AREA	4,700 SF. (3,500 SF. MIN. NEEDED)
INTERIOR LOT AREA	3,100 SF. (3,000 SF. MIN. NEEDED)
LOT COVERAGE (SMALLEST LOT)	900 + 500 = 1,400/3,100 = 45%

E. BROWN ST.



## 02 VACINITY MAP

SCALE: N.T.S.

1012 E. BROWN ST.  
Wylie, Tx 75098

LAND AREA: 1.8298 ACRES  
PROPOSED 16 TOWNHOUSES  
LOT WIDTH: 30' MIN.  
LOT DEPTH: 100' & 120' MIN.  
LOT AREA: 3,000 SF. MIN.  
CORNER LOT AREA: 3,500 SF. MIN.

2 & 3 BEDRM. UNITS.  
2 STORIED BUILDINGS.  
MINIMUM 1,500 SF. UNITS W/  
2 CAR GARAGE 500 SF.

## CONTACTS:

**OWNER/DEVELOPER**  
ABSAR LLC  
MOHAMMED MUHAMMAD RAHMAN  
816 Araf Avenue  
Richardson, TX 75081  
PHONE: 214-783-1815  
Email: mrahman839@gmail.com

**ARCHITECT:**  
FOURLEAF KHONDAKER AIA, NCARB  
AMAZING CONCEPT LLC  
345 COVENTRY DR.  
Grapevine, TX 76051  
CONTACT: (817) 808-0811  
AHMED HELALUZZAMAN  
Designer  
Email: ahmed.helaluzzaman@gmail.com

**SUBCONTRACTOR**  
GENWAY  
3401 MIDCOURT RD., STE. 110  
CARROLLTON, TX 75006  
PHONE: (972) 243-2409  
CONTACT: SAHIL KHAN, P.E. CFM  
Email: Chahawar09@geo-nev.com

**CIVIL ENGINEER**  
NO & ASSOCIATES, LLC  
2105 CANYON CREEK DR.  
GARLAND, TX 75042  
PHONE: (214) 533-7181  
CONTACT: SAHIL KHAN, P.E. CFM  
Email: Ndim1207@yahoo.com

## TYPICAL SITE PLAN NOTES:

1. ALL UTILITY SERVICES NEEDS TO BE VERIFIED  
REFER TO CIVIL & MEP DRAWINGS.
2. REFER TO CIVIL DRAWINGS FOR FINAL GRADING.
3. REFER TO CIVIL & SURVEY DRAWINGS FOR  
LAND BOUNDARY & AREA.
4. REFER TO CIVIL FOR ROAD CURBS, DETAILS &  
UNDERGROUND UTILITY LOCATIONS.
5. REFER TO CIVIL FOR ADDITIONAL PROJECT DATA.
6. ALL ACCESS & EASEMENTS TO BE MAINTAINED BY  
HOME OWNERS ASSOCIATION (HOA).

## 01 SITE PLAN (Preliminary)

SCALE: 1" = 20'-0"

12.15.2020

**OWNER:**  
ABSAR LLC  
Mohammad M. Rahman  
816 Araf Avenue, Richardson, Tx 75081  
PHONE: 214-783-1815  
EMAIL: mrahman839@gmail.com

**PROJECT:**  
GARDEN SQUARE TOWNHOUSES  
1012 E. Brown St., Wylie, Tx 75098

**REVISIONS:**


**ARCHITECT OF THE RECORD:**  
FOURLEAF KHONDAKER AIA, NCARB  
Oculus Architects, Inc.  
1400 West Branch St.  
North Platte, NE 68901  
Tel: (408) 288-9801

**amazing concept**  
residential & commercial projects  
560 County Circle, Greenville, SC 29615  
Tel: (871) 884-8871  
E-mail: ahmed.helaluzzaman@gmail.com

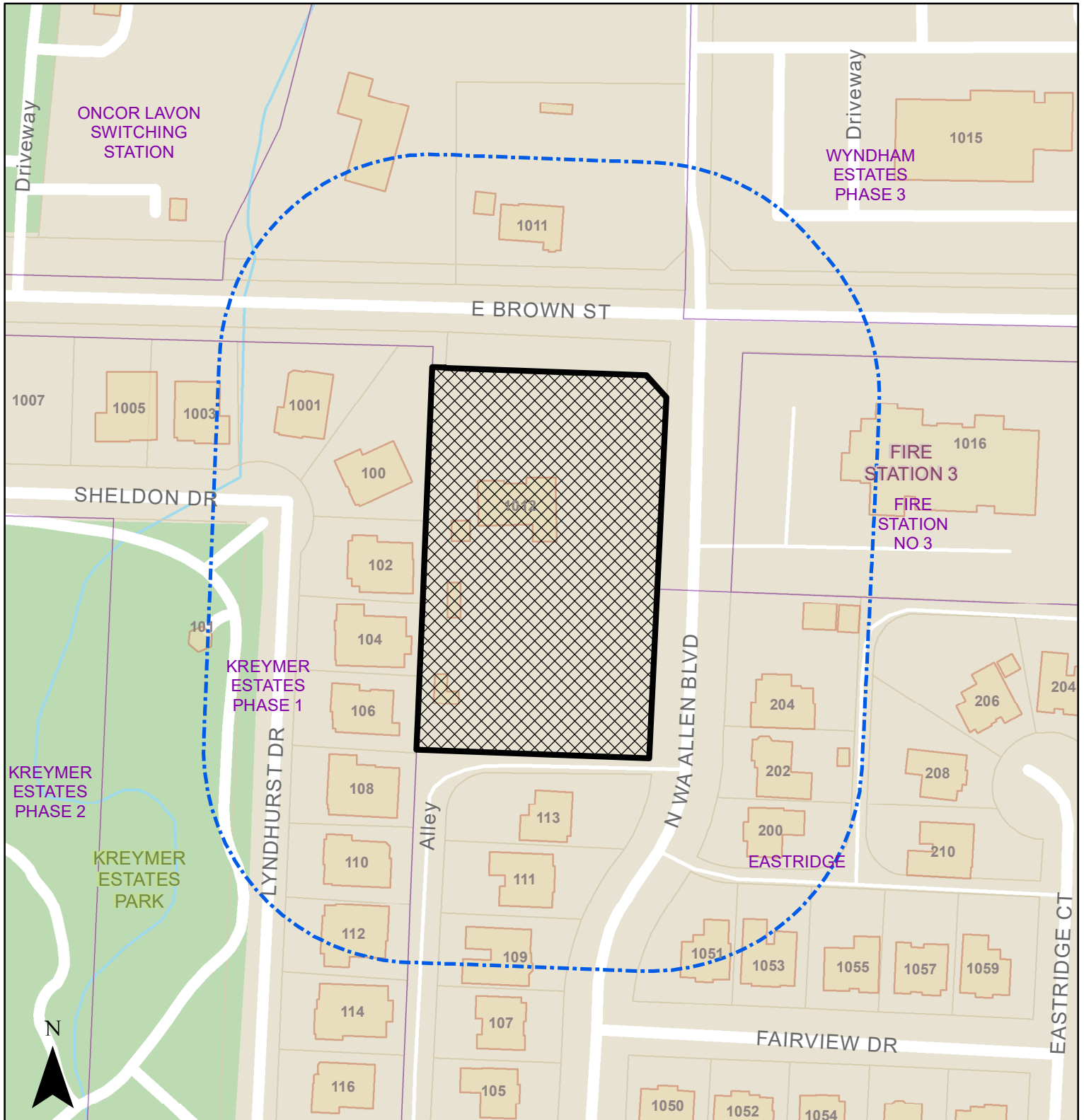
**SHEET TITLE:**  
PROPOSED  
SITE PLAN

**DATE:** 12.17.2020  
**SCALE:** AS SHOWN  
**DRAWN:** DESIGNED: A. HELALUZZAMAN

**PROJECT #** H-2020-03  
**SHEET NO.** A101

# Notification Map

02/23/2021 Item 3.



ABS A0688 F DE LA PINA SURVEY, SHEET 5, TRACT 115, 1.836 ACR

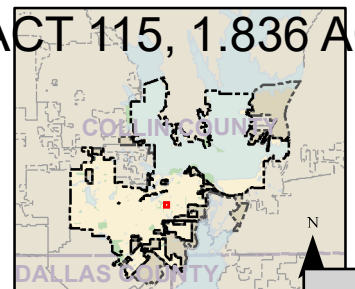


200 Foot Notification Buffer



Subject Property

0 62.5 125 250 375 500 Feet





## Case Number 2021-01: Concerns from 102 Lyndhurst

1 message

**Kyle Johnson** [REDACTED]  
To: [planning@wylietexas.gov](mailto:planning@wylietexas.gov)

Thu, Jan 14, 2021 at 4:55 PM

Planning and Zoning Commission,

I'm writing to express my concerns about the proposed zoning change for the Garden Square Townhomes, case number 2021-01. My home is at 102 Lyndhurst Dr and according to the zoning exhibit provided would share a property line with 3 townhomes. I have a few concerns that I don't see addressed on the materials provided, therefore I cannot say that I am for this zoning change but if my concerns are addressed in a satisfactory manner I could be fine with the zoning change. I just need to understand the answers to my concerns listed below:

1. **Privacy** - My lot sits about 5 feet lower than the proposed site for the townhomes. As I understand it the townhomes will be 2 stories. That will make it far too easy to look into my backyard or have a direct line of sight through my windows.
  - **My Request** - Plant mature deciduous trees behind or next to the townhomes that border Kreymer Estates, large enough to block the view from the townhomes into my yard or looking into my windows.
2. **Resale Value** - I have a second story balcony on the back of my house. Whether I am in my backyard or on that balcony I currently have views of very large mature trees. I am extremely concerned about that view changing to looking at the back of townhomes and that in turn impacting the resale value of my home or even just the length of time it takes to sell my home.
  - **My Request** - Plant mature deciduous trees behind or next to the townhomes that border Kreymer Estates, so that the view from my home is not townhomes.
3. **Drainage** - Because the Kreymer Estates lots on Lyndhurst sit lower than the proposed site I am very concerned about how the construction could impact the drainage.
  - **My Request** - A commitment to the bordering neighbors in writing from the developer to promptly correct drainage issues as they are discovered.

I'll plan to attend the meetings and I hope that there are satisfactory answers to the concerns posed above. I can certainly be moved to accept the zoning change as long as the developer is properly addressing the concerns of the neighbors.

Thanks,  
Kyle Johnson  
102 Lyndhurst Dr

**PUBLIC COMMENT FORM***(Please type or use black ink)*

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

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-01.

☒ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-01.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of  
Planning & Zoning  
Commission meeting:

Tuesday, February 2, 2021 6:00 pm  
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of  
City Council meeting:

Tuesday, February 23, 2021 6:00 pm  
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

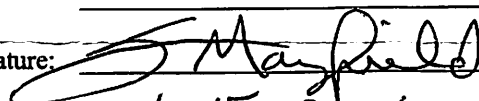
Name:

Sam & Debby Mayfield  
(please print)

Address:

113 N. WA Allen Blvd

Signature:



Date:

1.15.2021

**COMMENTS:**

- I would be more inclined to support this request if:
- 1) The number of units was reduced significantly and only allowed across the west side of the property.
  - 2) Also concerned about type of townhomes. Are they income assisted homes?
  - 3) Where is the green space? All other projects in Wylie require greenspace this appears to have none.

**PUBLIC COMMENT FORM***(Please type or use black ink)*

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

☐ I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-01.

☒ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-01.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of  
 Planning & Zoning  
 Commission meeting:

Tuesday, February 2, 2021 6:00 pm  
 Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of  
 City Council meeting:

Tuesday, February 23, 2021 6:00 pm  
 Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name:

Denise O'Kane

*(please print)*

Address:

1003 Sheldon Dr.

Signature:

Denise O'Kane

Date:

25 Jan 2021

**COMMENTS:**


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# Wylie City Council

## AGENDA REPORT

Department: Parks and Recreation  
Prepared By: Robert Diaz

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

### Subject

Downtown Study Presentation.

### Recommendation

### Discussion

In 2019 the City submitted a request to the North Central Texas Council of Governments (NCTCOG) to assist with the development of a study to review pedestrian and parking in the Downtown Wylie area. Planners with NCTCOG worked with City staff, Downtown Merchants Association, Wylie Chamber of Commerce, Wylie E.D.C., Wylie First Baptist Church, and other members of the community to coordinate the development of the plan.

NCTCOG planners will review the draft plan and action items with the City Council at the February 23, 2021 meeting.



# Downtown Wylie Strategic Plan



## TABLE OF CONTENTS

I.	Introduction .....	I-4
	Executive Summary.....	I-4
	Scope of this study .....	I-5
II.	Existing Conditions .....	II-8
	Location and Surroundings.....	II-8
	Project Study Area.....	II-8
	Demographics: Population and housing .....	II-11
	Ballard Avenue Cross-section Overview.....	II-11
	Sidewalk/ADA Conditions .....	II-12
	Walk Audit .....	II-15
	Pedestrian Count.....	II-19
	Zoning .....	II-23
	Parking.....	II-26
	Current Parking Supply and Potential Shared-Parking Opportunities .....	II-30
	Lighting.....	II-32
	Wayfinding .....	II-34
	Bike/Ped Considerations .....	II-34
	Surrounding Transportation Efforts.....	II-36
	Conclusion .....	II-36
III.	Stakeholder Engagement .....	III-38
	Stakeholder Meetings.....	III-38
	Online Survey.....	III-40
	Pedestrian Experience .....	III-41
	Parking Availability .....	III-42



IV. Recommendations .....	IV-43
Land Use and Zoning .....	IV-43
Zoning.....	IV-43
Form-Based Codes.....	IV-43
Green and Open Space .....	IV-44
Parking .....	IV-46
Event Parking Recommendations .....	IV-46
Wayfinding and Signage Recommendations.....	IV-47
Pedestrian Experience and Safety.....	IV-49
Lighting.....	IV-53
Parking Reconfigurations.....	IV-53
Roadway Reconfiguration.....	IV-54
Concept 1:.....	IV-55
Pros .....	IV-55
Cons .....	IV-55
Concept 2:.....	IV-55
Pros .....	IV-56
Cons .....	IV-57
One-way vs Two-way .....	IV-57
V. Implementation steps and Strategies.....	V-58
Short Term Project Components .....	V-58
Parking Program.....	V-58
Wayfinding/Signage .....	V-58
Community Engagement.....	V-58
Sidewalk Improvements .....	V-59
Mid-Term Project Components.....	V-59
Budget and Funding Strategies.....	V-59

Zoning.....	V-61
Long Term Project Components.....	V-61
Roadway Reconfiguration .....	V-61

### TABLE OF EXHIBITS

Exhibit 1: Downtown Wylie Vision Plan Project Area.....	I-7
Exhibit 2: Downtown Wylie Vision Plan Project Area.....	II-10
Exhibit 3: Downtown Wylie Vision Plan Condition Assessment .....	II-14
Exhibit 4: Walk Audit Study Area.....	II-18
Exhibit 6: Pedestrian Count Totals .....	II-20
Exhibit 5: Downtown Wylie Manual Pedestrian Count – 6/22/19, A.M. ....	II-22
Exhibit 7: Downtown Wylie Current Zoning .....	II-25
Exhibit 8: Parking Study Focus Area.....	II-28
Exhibit 9: Parking Occupancy Map.....	II-29
Exhibit 10: Parking Space Type and Inventory.....	II-30
Exhibit 11: Parking Availability On and Off Ballard Avenue .....	II-31
Exhibit 12: Downtown Wylie Existing Lighting On Ballard Avenue.....	II-33
Exhibit 13: Priority Goals.....	III-39
Exhibit 14: Survey Response .....	III-41
Exhibit 15: Survey Response .....	III-41
Exhibit 16: Survey Response .....	III-42
Exhibit 17: Survey Response .....	III-42
Exhibit 18: Downtown Wylie Future Land Use Designation .....	IV-45
Exhibit 19: Pedestrian and Safety Improvements Options.....	IV-51
Exhibit 20: Example Photos of Parking Types.....	IV-54
Exhibit 21: Cross-section Concept 1 .....	IV-55
Exhibit 22: Cross-section Concept 2 .....	IV-56

## I. INTRODUCTION

### EXECUTIVE SUMMARY

The purpose of this study is to develop a strategic plan for enhancing Downtown Wylie by bringing together key stakeholders, elected officials, residents, and landowners. The City of Wylie Comprehensive Master Plan (2012) calls for a specific, detailed plan to protect Downtown residences and businesses, and to strengthen Downtown's critical role in the City. The City of Wylie requested NCTCOG technical assistance through the Unified Planning Work Program, which provides no-cost planning assistance to cities that request and are approved for assistance. The goal of this plan is to provide infrastructure, policy, and implementation recommendations and guidance to help Wylie achieve multimodal transportation and economic development goals for Downtown.

Major tasks included in this study consisted of data collection, stakeholder and public involvement, and strategic plan development. Regarding data collection, NCTCOG staff compiled future land use, existing zoning, demographic forecasts, traffic patterns, bicycle, and pedestrian plans, etc. City and NCTCOG staff also conducted a walk audit and pedestrian count in Downtown to gather more specific pedestrian information and a desktop audit with field verification to determine the current sidewalk and safety conditions.

Various public outreach efforts were conducted throughout the study process. NCTCOG and City staff hosted three stakeholder meetings. Meeting attendees consisted of Wylie City Council members, Wylie Economic Development Corporation members, Wylie Chamber of Commerce members, Wylie Parks and Recreation Board members, Wylie Downtown Merchants Association members, religious organizations within the project area, local businesses, and other relevant organizations. The kick-off and first stakeholder meetings focused on project details and strategies. The second and third meetings reviewed data collection and survey results and also included visioning activities for which stakeholders provided input.

The final major task consisted of the development of the strategic plan by NCTCOG with assistance from the City of Wylie. The plan addresses existing conditions, preliminary guiding principles and goals, detailed recommendations, and implementation strategies.

NCTCOG staff concluded the study with various recommendations that the City could implement to achieve its goals for Downtown, including:

1. A roadway reconfiguration that would decrease the travel lane width in order to increase right-of-way width. This would provide a more pedestrian-friendly and flexible sidewalk space that could be used for various pedestrian or bicycle elements.
2. Improved pedestrian facilities, such as bulb-outs or ADA curb ramps, which would increase pedestrian safety and improve the pedestrian experience overall.
3. Parking recommendations included a pros/cons analysis of back-in, parallel, and angled parking. Depending on what the City would like to gain from parking reconfigurations, Wylie staff will have to further discuss and analyze which type of parking works best.
4. Increasing and strategically placing more uniform wayfinding and general signage in Downtown. This will help visitors better navigate to Downtown and show the various parking options already available within one to two blocks of Ballard Avenue.

Each recommendation is further discussed in Section IV.

### **SCOPE OF THIS STUDY**

This project incorporates Historic Downtown Wylie as well as areas immediately beyond to help visualize how Downtown will grow, and the impact the surrounding areas have on Historic Downtown Wylie. This study addresses traffic, pedestrian circulation and safety, multimodal transportation options, parking recommendations, and implementation strategies.

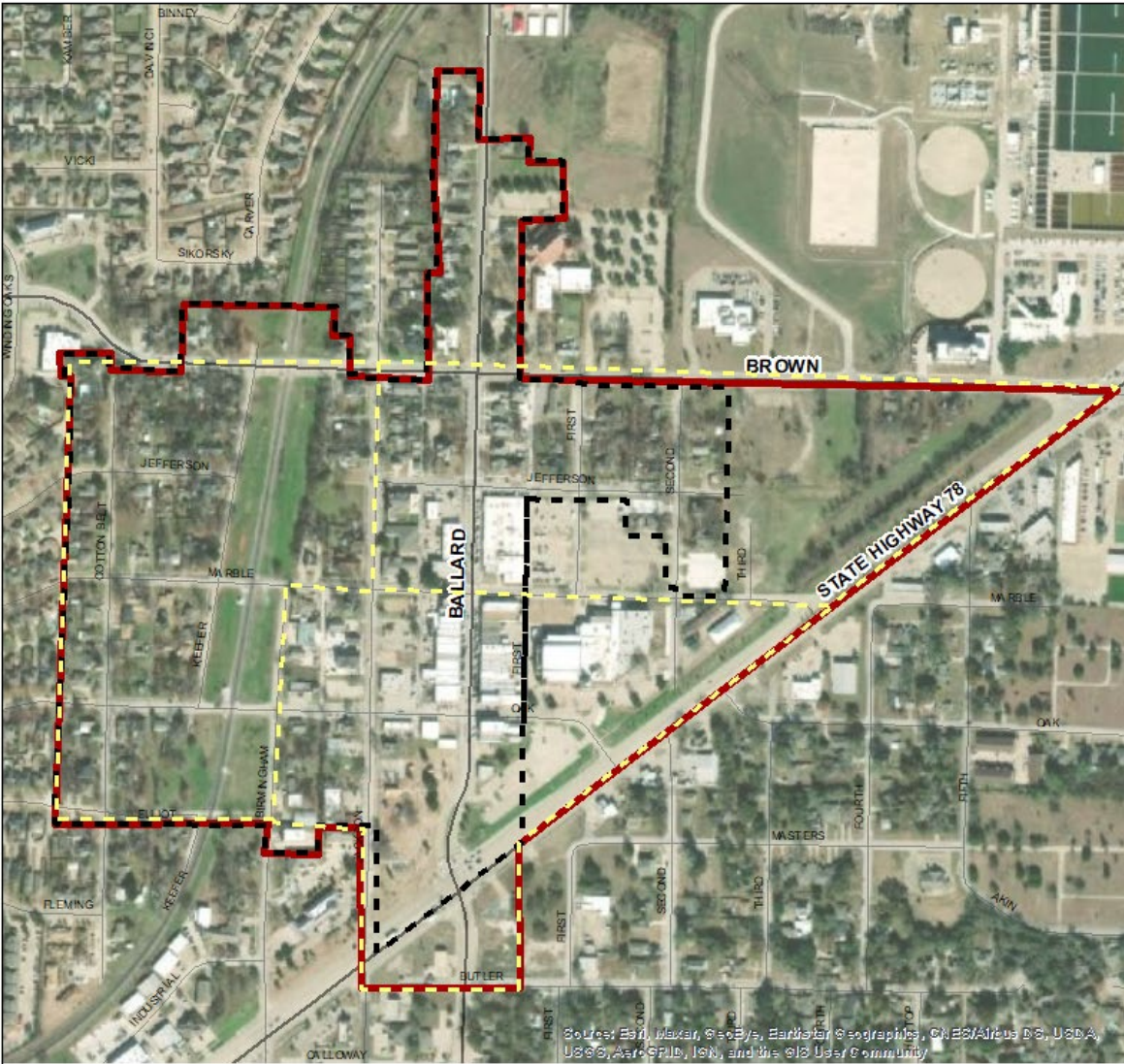
The Downtown Historic District (DTH) is generally bounded by State Highway 78 on the south, Cotton Belt Avenue on the west, N 2nd Street on the east and Brown Street to the north. The study area for this expands beyond the bounds of the DTH district to the east to include City-

owned properties, and to the south to allow for additional intersection study. Exhibit 1 shows the Downtown boundary versus the study area boundary.

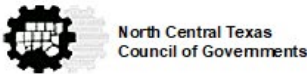
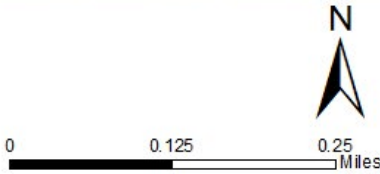
Major tasks completed by NCTCOG staff included data collection, stakeholder and public involvement, and strategic plan development. These key tasks were used to assess the existing conditions of sidewalks, roadway, pedestrian experience, lighting, wayfinding, and other components in Downtown. Staff created recommendations for improvement options based on the existing conditions information gathered, stakeholder engagement, public survey responses, and goals outlined by the City.

Unless otherwise stated, all images in this report were provided by the North Central Texas Council of Governments.

**Exhibit 1: Downtown Wylie Vision Plan Project Area**



- Downtown
- Project Boundary
- Walk Audit Area Boundaries



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## **II. EXISTING CONDITIONS**

### **LOCATION AND SURROUNDINGS**

According to the Wylie Downtown Merchants Association website, Historic Downtown Wylie is home to vibrant shops, dining, and entertainment and is “the place to be seen” as voted yearly by family, friends, and neighbors. Historic Downtown has been Wylie’s central market and gathering place since 1887. Located directly north of State Highway 78, Downtown Wylie extends north to Brown Street and is bound by North Jackson Avenue to the west and North 2<sup>nd</sup> Street to the east.

### **PROJECT STUDY AREA**

To include major contributors to the area, the project study boundary is an expansion of the current Downtown Historic zoning district (Exhibit 2). The study areas include the Brown Street and SH 78 intersection to the east, the intersection of Ballard Avenue and SH 78 to the south, and the First Baptist Wylie (FBW) and nearby parking lots to the east. These areas were incorporated because of their current and potential future impact to the Downtown area. A map of the study area can be seen in Exhibit 2.

Currently, the FBW brings a large number of residents Downtown for service on Saturday and Sunday and is a major stakeholder for the study area due to the size of land ownership, trip attraction, and possible opportunities to be explored related to parking lots.

The areas near the intersection of Brown Street and SH 78 were included because of their future development potential. Brown Street is a major traffic route with minimal retail options, setting the stage for potential future commercial development to capture some of the pre-existing traffic. Additionally, the City of Wylie has expressed plans for redevelopment in the area, which could kickstart investment.

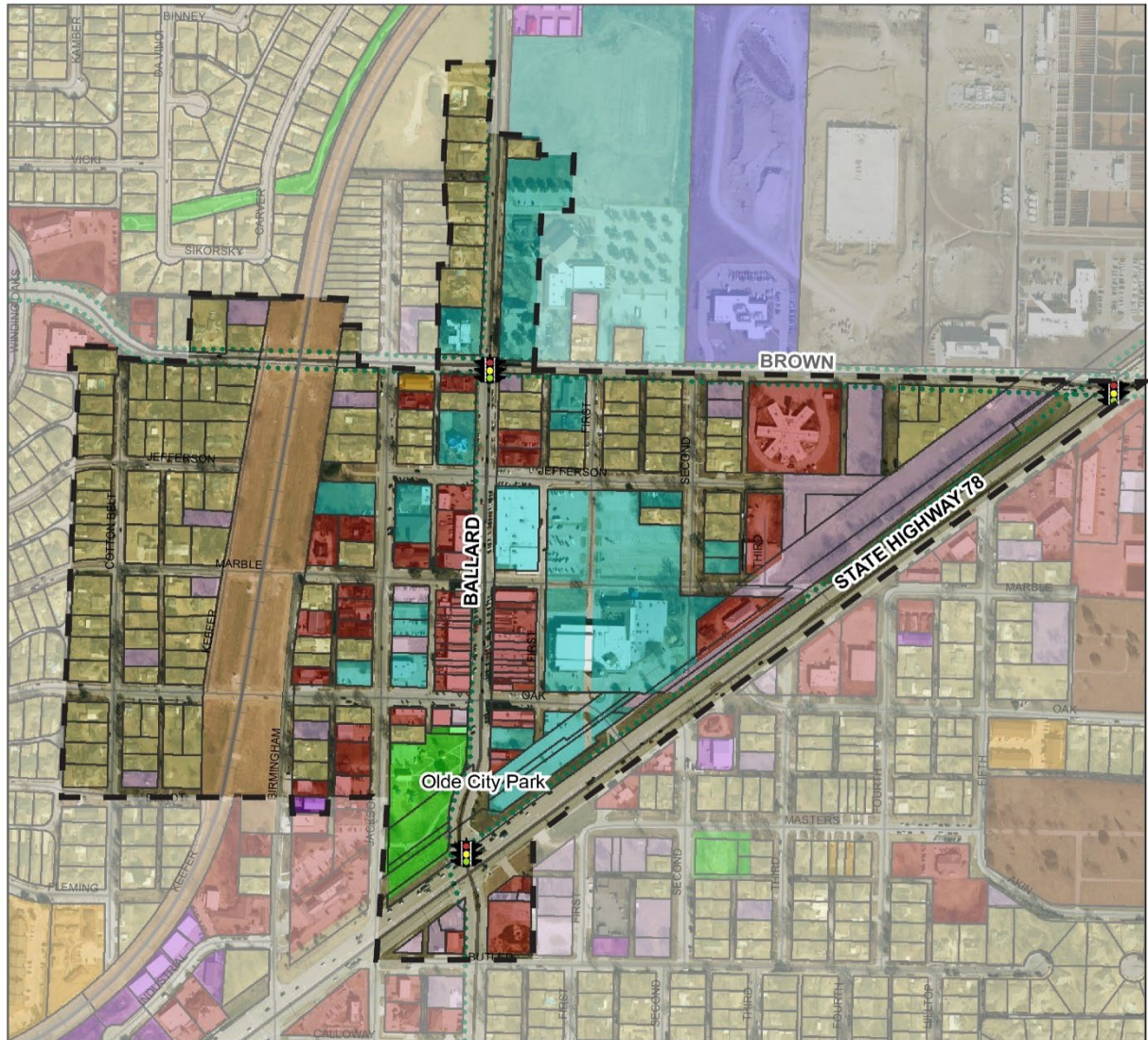
The final area, which lies along Ballard Avenue south of SH 78, was included for several reasons. First, it is a logical growth area that has drawn attention for redevelopment and now has available land on the northeast corner of Ballard Avenue and Butler Street. Second, this

area receives a lot of foot traffic during major events and traffic-generating times as users of the public park south of SH 78 walk north to Downtown.

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## Exhibit 2: Downtown Wylie Vision Plan Project Area



- Railroad
- ... Off-Street, Planned
- - Project Boundary

### LANDUSE (2015)

#### Residential

- Single Family
- Multi Family

#### Commercial

- Commercial
- Office

#### Industrial

- Industrial

#### Institutional

- Institutional / Semipublic

### Infrastructure

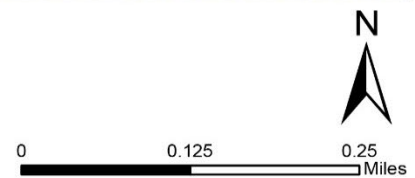
- Utilities
- Railroad
- Communication
- Transit

#### Dedicated

- Parks / Recreation
- Cemeteries

#### Undeveloped

- Vacant



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## DEMOGRAPHICS: POPULATION AND HOUSING

As of 2019, the City of Wylie had a population of approximately 53,653, a 23% increase from 2010. Adding 12,226 new residents to the area almost doubled the issuance of single-family home permits. A total of 511 permits were designated in 2018, while only 268 were issued in 2010. 78.5% of Wylie residents own homes versus renting. A high owner-occupied housing rate combined with an above average proportion of persons under 18 years old (31.9% in Wylie compared to 22.4% U.S. average) indicates a large presence of young families residing within City limits. High owner-occupancy rates may indicate a lack of different housing options within the City if there is a large percentage of residents who would prefer to rent but cannot find rental housing. Further study would be needed to make this determination. Overall, increasing housing variety would supplement further, and possibly more diverse, population growth if desired by the City.

## BALLARD AVENUE CROSS-SECTION OVERVIEW

Initial efforts to assess transportation needs and the degree to which Downtown is safe and comfortable for pedestrians began with understanding how Ballard, the “main street”, of the Downtown is currently laid out. Staff closely reviewed current sidewalks and the surrounding built environment in the study area to determine the existing cross-section conditions.

The existing Ballard Avenue cross section consists of 74 feet of right-of-way, divided into 10 foot sidewalks on either side, 10 foot pull-in angled parking on both sides with parking stalls approximately 18 feet long, and a 14 foot travel lane in each direction. Though the sidewalk width along most of Ballard Avenue is 10 foot, large planters, light poles, and benches are currently obstructing the walkway leaving approximately 4 foot of clear sidewalk area. Issues related to the existing Ballard Avenue cross section were identified during infrastructure inventories and a walk audit, discussed



Existing sidewalk in Downtown Wylie

below. Recommendations for improvements to enhance pedestrian and driver safety and comfort as well as improve parking access and availability are discussed in Section IV.

### **SIDEWALK/ADA CONDITIONS**

Staff conducted a sidewalk condition assessment for the study area using a variation on condition levels established by bcWorkshop for use in their Community Audit Public Spaces (CAPS) projects throughout the DFW region. Example imagery for the different condition levels used in CAPS projects can be seen in Exhibit 3. For the purposes of this assessment, staff categorized sidewalks into one of four different condition categories: Good, Fair, Poor, or None. The sidewalk condition assessment was conducted digitally using Google Street View imagery and verified during the walk audits later conducted on July 18, 2019. Along with condition, staff measured and verified sidewalk width within the study area. A map of the condition of all sidewalks within the study area can be seen in Exhibit 3.

Staff also assessed the condition of accessibility regarding curb ramps throughout the study area. This assessment was also conducted digitally through Google Street View imagery and verified on site during the walk audits. Staff categorized ADA ramps into one of three different condition categories: Good, Fair, or None. For a ramp to be designated as “Good”, ramp design needed to include best practices including being perpendicular to the road with a flare, truncated domes used as an underfoot detectable warning, and a detectable warning area in a contrasting color to the adjacent sidewalk. Any ramps that did not have these best practices were designated as “Fair,” and any intersections or alley crossings without a ramp present were designated as “None”. A map of the ADA ramp conditions within the study area can be seen in Exhibit 3.



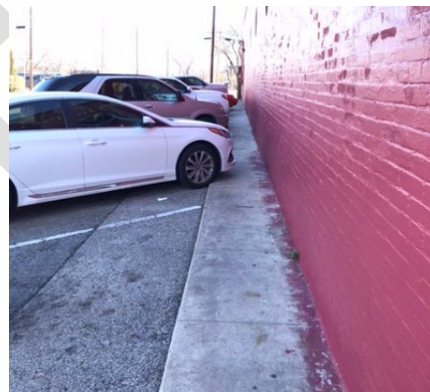
Overall, the study area has a wide variety of sidewalk and ADA ramp conditions. Sidewalk widths range from 3 feet in some areas to 12 feet in others and are not uniform across the study area. The sidewalks along Ballard Avenue tend to be wider and in better condition than the sidewalks towards the perimeter of the study area with many areas having no sidewalks at all, as shown in red on Exhibit 3. There is a total of 12,743 feet of gaps in the existing sidewalk network within the study area.



Vehicle encroaching on sidewalk

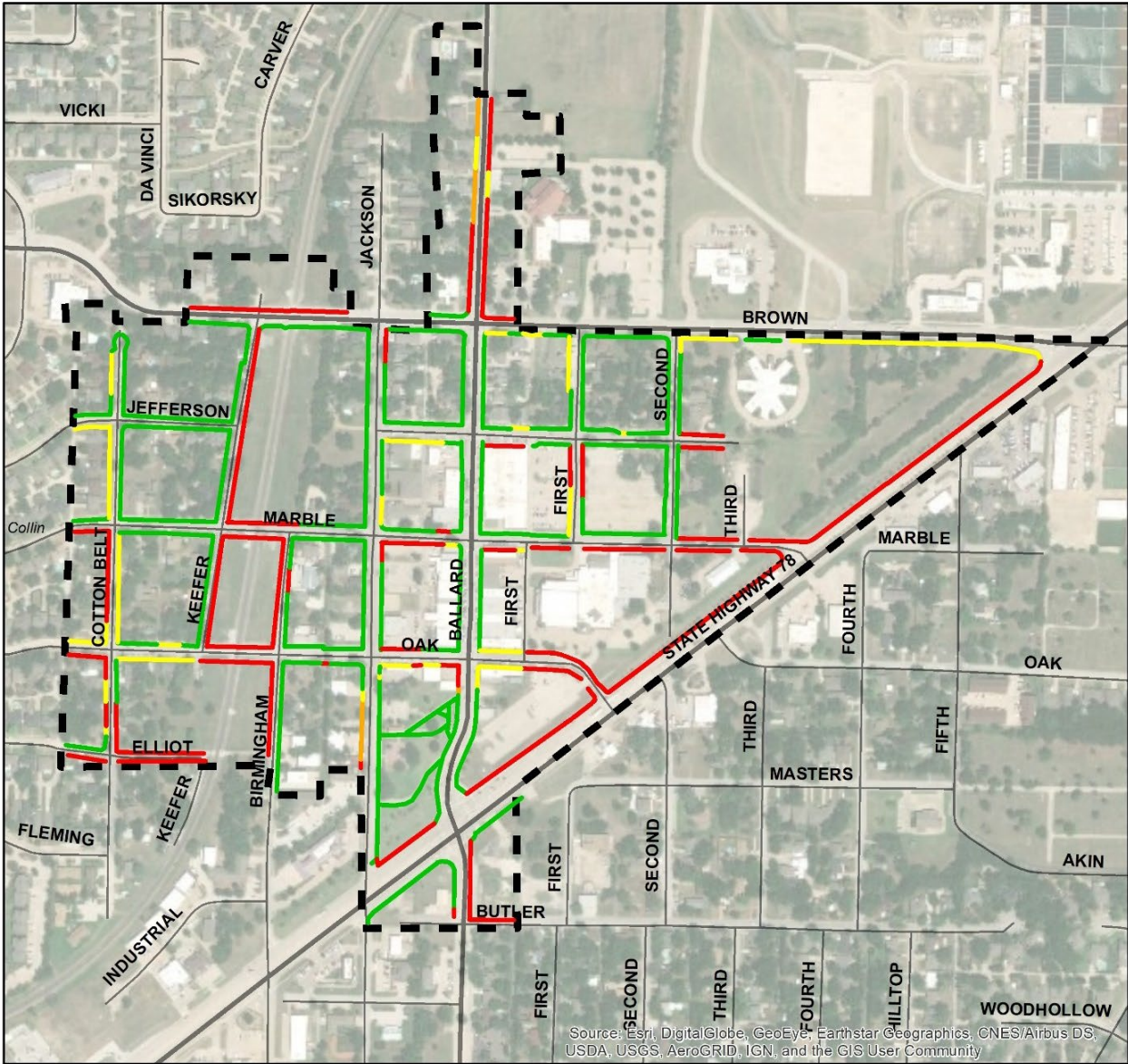


Curb ramp on Ballard Avenue  
not meeting best practice  
standards



Narrow sidewalk area

Exhibit 3: Downtown Wylie Vision Plan Condition Assessment



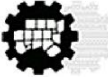
**Legend**

**Sidewalk Conditions**

- Good
- Fair
- Poor
- None
- Project Boundary

N

0 0.1 0.2 Miles

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## WALK AUDIT

Staff members from the City of Wylie and NCTCOG conducted walk audits during the study to gather qualitative feedback from pedestrians throughout the study area. The walk audits were performed at two different times on Thursday, July 18, 2019: during the lunch hour from 11:00 AM to 12:30 PM and the during the rush hour from 4:30 PM to 6:00 PM. The timeframes were chosen for two main reasons. First, these were expected to be high activity times and participants pedestrians would be using the facilities when there would be the highest number of vehicles and pedestrians on the road, leading to potentially more descriptive data about comfort levels and conflicts. Second, based on potential availability for participation from Downtown stakeholders and business owners, that those who could not be able to make the morning audit because of lunch crowds could attend during the evening audit, and vise-versa.

Audit participants were split into three groups, each led by a member of NCTCOG to better cover the entire study area within the time constraints. Each group consisting of about four to seven participants. A map showing the three different audit areas can be seen in Exhibit 4. After splitting into walking groups, each participant was given a comment sheet with instructions containing a map of the group's area, examples of what to look for, and numbered comment lines. Participants were encouraged to indicate the specific location of their comments using the map and the number of the line of the comment. The comments gathered from the audit can be found categorized in [Appendix X](#). In addition to the comment sheet, participants were asked to verify the desktop audit values for sidewalk condition and ADA ramp condition. Comment sheets and maps used in the walk audit are shown in [Appendix X](#).



The goal of the walk audit was to gather supplemental and qualitative data of the current sidewalk conditions and overall connectivity, and to obtain feedback from participants after experiencing the study area as a pedestrian. The walk audit supported many of the concerns that were voiced during general discussions with City staff and the Downtown stakeholders.



Walk audit participant walking along sidewalk in Downtown



Visitors walking along narrow sidewalk obstructed by mailbox

Overall, there is a major pedestrian disconnect on the western portion of the study area because of few easily accessible pedestrian crossings of the train tracks that run north/south between Birmingham and Keefer Streets. Creating more pedestrian connections across the tracks could encourage residents of the neighborhood to the west of the tracks to walk Downtown rather than having to drive. Additionally, participants were able to observe several areas where sidewalks needed maintenance or resizing and could be prioritized for any future sidewalk projects, or simply constructed to better enable safe and comfortable pedestrian activity as the area develops.

The major challenges in the pedestrian environment identified by the walk audit include:

- **Sidewalk Connectivity Gaps:** Once off Ballard Avenue, the pedestrian environment becomes more difficult to navigate in some cases; sidewalks are missing in some areas and narrow in others. This challenging pedestrian environment makes parking in underused areas a less attractive option for patrons. Engaging these areas, possibly as

a later project, could benefit the overall pedestrian and parking experience in Downtown Wylie by making it easier for visitors or residents to navigate the area on foot.

- **Narrow/Obstructed Sidewalks:** The narrow sidewalks in Downtown could be addressed by removing or relocating some of the sidewalk obstructions as seen in Exhibits 5 and 6. Planters, streetlights, mailboxes, and other items impede the already narrow sidewalk in many areas within the project study area. Removing or rearranging some of these items will free up space for pedestrians, who currently must walk single file in some places.
- **Driver Behavior:** Staff found that the existing cross-section on Ballard Avenue is very wide, with little to no traffic calming elements. This encourages drivers to speed through Downtown. Difficulty backing out of the angled parking stalls onto Ballard Avenue creates a visibility issue for drivers as well.
- **Crossing Safety:** Wide street crossings and angled parking stalls make it more difficult for pedestrians to be visible to drivers, which in combination with the speeding issue staff observed, creates a dangerous crossing experience for pedestrians.

Lastly, another solution involves a roadway reconfiguration to use the existing right of way available on Ballard Avenue in a way that better balances motorized and non-motorized users. This will be discussed more in depth in Section IV.



**Exhibit 4: Walk Audit Study Area**



## PEDESTRIAN COUNT

Pedestrian counts were conducted both manually by NCTCOG staff and City participants, and automatically through digital pedestrian counters affixed to light poles (see photo). The purpose of the counts was to inventory the number of visitors to the area to justify proposed sidewalk improvements and assist with future planning. The automatic counters were installed for a period of 34 days which included both the 4<sup>th</sup> of July holiday and the “Bluegrass on Ballard” event. Counters were installed on June 14<sup>th</sup> and removed July 18<sup>th</sup>. Staff installed one counter on



Photo of automatic counter used in pedestrian count

the west side of Ballard Avenue and one on the east side, roughly across the street from each other. The automatic counters were installed to get a general idea of the number of pedestrians that the Downtown core sees on general weekdays and weekends at all times of the day.

To verify and expand the data received by the automatic counters, a manual pedestrian count was conducted throughout the main Downtown core along Ballard Avenue between Jefferson Street and State Highway 78 at nine different count locations (Exhibit 5). Staff reviewed the methodology used for the National Bicycle and Pedestrian Documentation Project to determine the optimal times to conduct the manual counts. According to the documentation project, “weekday PM peak periods were chosen since the afternoon peak typically has the largest volume of travelers, with commuters, school children and people running errands. Counts conducted during these periods will provide an excellent snapshot of walking and bicycling during the peak periods of the year. Mid-day weekend periods are another peak period. Actual local peak periods may vary with considerably.” Applying this methodology resulted in three different counts across two different days: Saturday, June 22<sup>nd</sup> from 10:00 AM to 12:00 PM, and Thursday, June 27<sup>th</sup> from 10:00 AM to 12:00 PM and 5:00 PM to 7:00 PM. These timeframes

allowed pedestrians to be counted on a weekend just before a typical lunchtime of 12:00 PM – 1:00 PM, as well as a standard weekday before lunch and during dinner times, giving counting totals that should be close to peak totals. Staff made the decision to include pre and early lunch times in order to capture pedestrians entering Downtown for lunch. The results of the manual counts can be found in Exhibit 6. From June 14<sup>th</sup>-July 18<sup>th</sup>, the automatic counters processed 40,065 instances of both “in” and “out” trips for pedestrians. Overall, there were more pedestrians entering the Downtown area than leaving during the morning and evening time frame in which the observations were made.

**Exhibit 6: Pedestrian Count Totals**

	Total Number of Pedestrian Counts
June 22nd 10 AM - 12 PM	811
June 27th 10 AM - 12 PM	552
June 27th 5 PM - 7 PM	403

Manual counting of pedestrians always comes with the interpretation of the counter if they are not stationed at an intersection and the limitation of human error. The manual counts were conducted predominantly mid-block, leaving a lot of room for pedestrians to weave between parked cars and take atypical paths that could lead to incorrect count data. Staff or volunteer counters can also easily miss pedestrians because of distractions or blocked vision, or over/under count because of clarity of instruction and other faults in the preparation phase.

The pedestrian count data supports that there is enough foot traffic in Downtown to warrant pedestrian updates. The data could also be used in the development of an event management strategies guide if the City chooses to develop one. Most importantly, the pedestrian count data will provide the City with quantitative information to help future decision making with roadway projects.

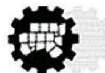
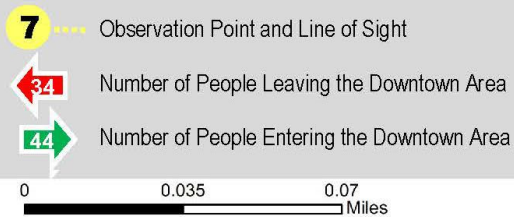
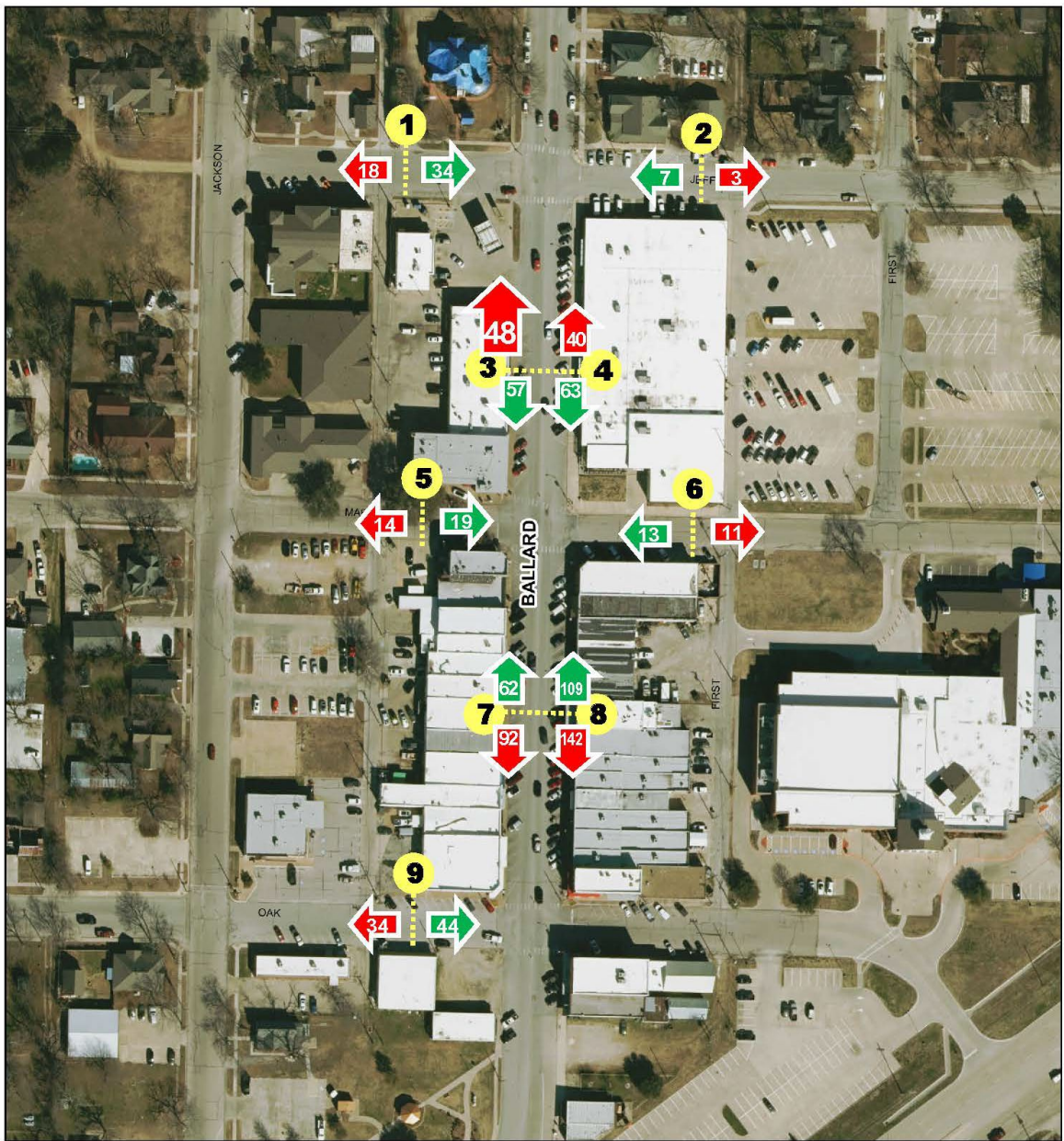
In addition to assessing existing pedestrian conditions, the current zoning districts in the study area were reviewed as part of the existing conditions analysis. The goal of this review was to

assess how land use in the study area is regulated by zoning currently in place and the implications of existing zoning for enhancing the pedestrian environment in the study area.

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**Exhibit 5: Downtown Wylie Manual Pedestrian Count – 6/22/19, A.M.**



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## ZONING

The zoning map for the study area can be seen in Exhibit 7. The project area is composed predominantly of the following zones:

- Downtown Historic (DTH): a zoning district intended to preserve the historic and architectural character of the area while encouraging reuse and new structures that are compatible with the area's historic nature (*City of Wylie Zoning Ordinance, 2017*). Within project boundaries, there are three major areas that vary from the DTH zoning.
- Commercial Corridor (CC): located at the northeastern corner of the project area near the intersection of Brown Street and State Highway 78, is zoned a zoning district intended to provide retail and commercial opportunities at an intensity and scale that is higher than the Community Retail (CR) district that is applied in other areas of the city.
- Community Retail (CR): located Immediately to the west-southwest of the CC zoned portion of the project area. A zone used to provide an area for goods and services at a lower intensity than that of the Commercial Corridor zoning district.
- South Ballard Overlay (SBO) district: This area is partially shared with Shared Commercial Corridor (CC). Located on the far south side of the project site, along Ballard Avenue south of State Highway 78. Per Wylie's 2017 Zoning Ordinance, the SBO zoning district "has been identified by the City as a valuable area worthy of rejuvenation as a Mixed-Use district." Additionally, this zoning district aims to create a unique pedestrian environment that is compatible with the character of the Downtown Historic district.

Each zoning district within the City of Wylie contains specific development standards for building placement and appearance. This includes the Downtown Historic district, which has more specific standards for appearance, building placement, and building materials within the district, as well as a review process by a seven-member Historic Review Commission.

Overall, NCTCOG staff assessed that the current zoning ordinances do support the further development of a livelier Downtown area. However, improvements can always be made to help

the City reach their goals more efficiently. There are a few specific ordinances that the City could possibly reevaluate and update to promote a more pedestrian-friendly environment. These are further discussed in Section IV.

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**Exhibit 7: Downtown Wylie Current Zoning**



## PARKING

Parking is another aspect of Downtown Wylie that plays a major role in how the Downtown functions, as well as how effectively the pedestrian environment, events, and economic development efforts are supported. As part of the existing conditions assessment, parking conditions were inventoried to determine key challenges and opportunities related to parking.

As part of this study, a parking study was completed by Walker Consultants in November 2019 under the direction of NCTCOG. The completed report is included as [Appendix X](#). The purpose of the study was to provide a preliminary assessment of existing parking conditions in the study area and provide recommendations for further data collection and analysis.

The focus area for the parking study (see Exhibit 8) included Ballard Avenue between Jefferson Street and Texas Highway 78; Jefferson Street, Marble Street, and Oak Street between Jackson Avenue and 1<sup>st</sup> Street; striped on-street parking on Jackson Avenue between Jefferson Street and Texas Highway 78; and select off-street parking facilities.

In addition to assessing existing conditions, Walker Consultants was tasked with providing recommendations for further data collection and analysis, preliminary ideas for managing event parking demand, and a list of potential issues (see Section IV).

One issue the parking study identified is the need for event parking management strategies. This has led to parking challenges, particularly when conflicting events occur on the same weekday or weekend. Another issue and opportunity addressed is the presence of a significant number of parking spaces both on public streets and on private parking available at the First Baptist Wylie church property, all within a two-block radius of Ballard Avenue, as seen in Exhibit 9. These parking opportunities could greatly enhance the availability of parking within a short walking distance of Downtown.

However, few issues were identified for consideration to fully realize the benefit of the existing available parking. First, there is a lack of signage and wayfinding to enable motorists to easily find the available parking. As seen in the first photo below, the current signage in Downtown is

very small and difficult to read, especially while driving. Wayfinding also becomes difficult because of the lack of uniformity between signs. The small light pole banners act as a “welcome to Downtown” sign, but larger ones could be utilized to clearly identify the Downtown boundaries for visitors. More details and various recommendations provided by Walker pertaining to current parking supply, wayfinding/signage, and event parking management are discussed in Section IV. Second, the availability of the church property for public parking is dependent on a formal agreement for shared parking with the First Baptist Wylie church. Section further explores these issues and provides recommendations.



Example of current signage in  
Downtown



Example of light pole banner

Exhibit 8: Parking Study Focus Area

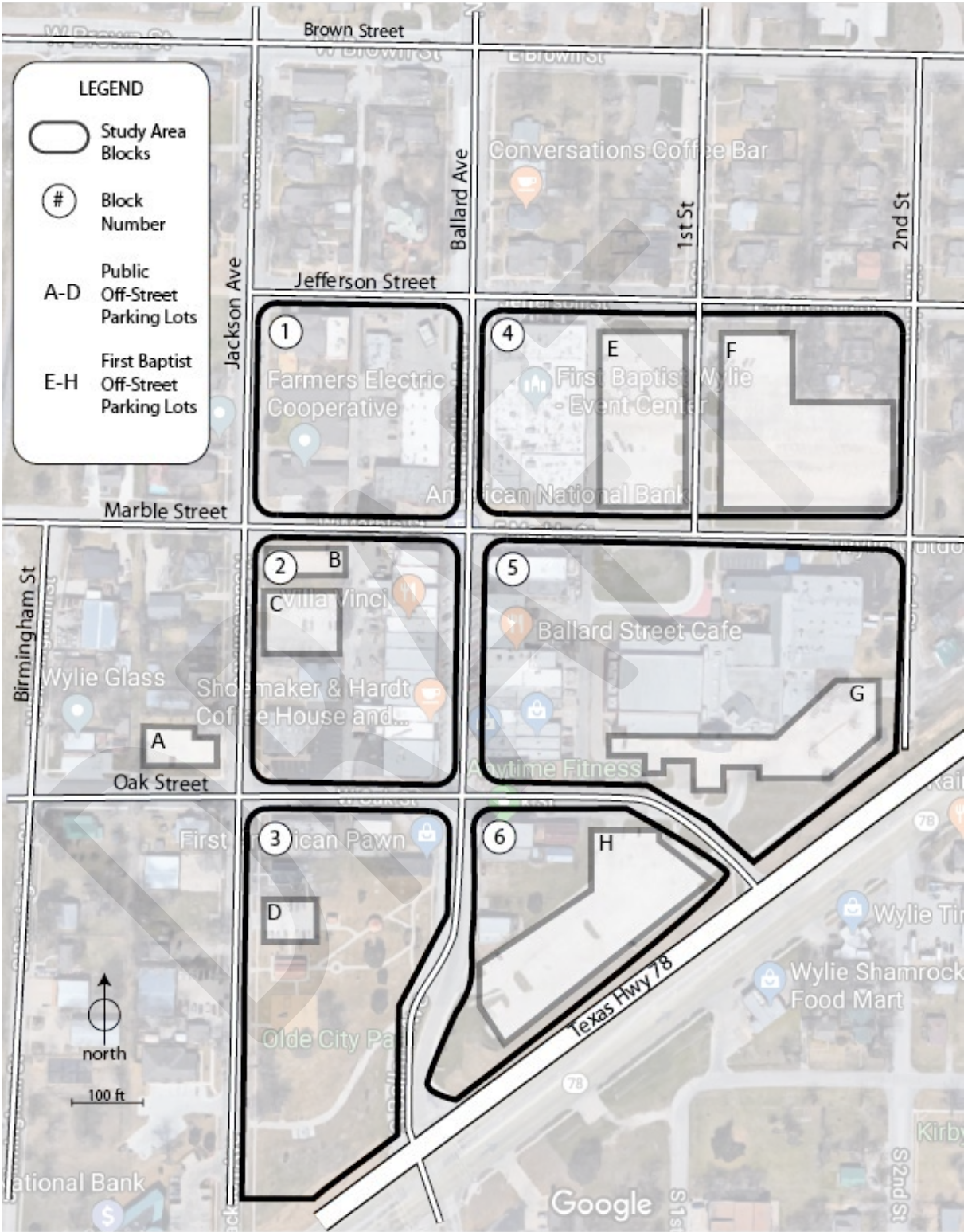
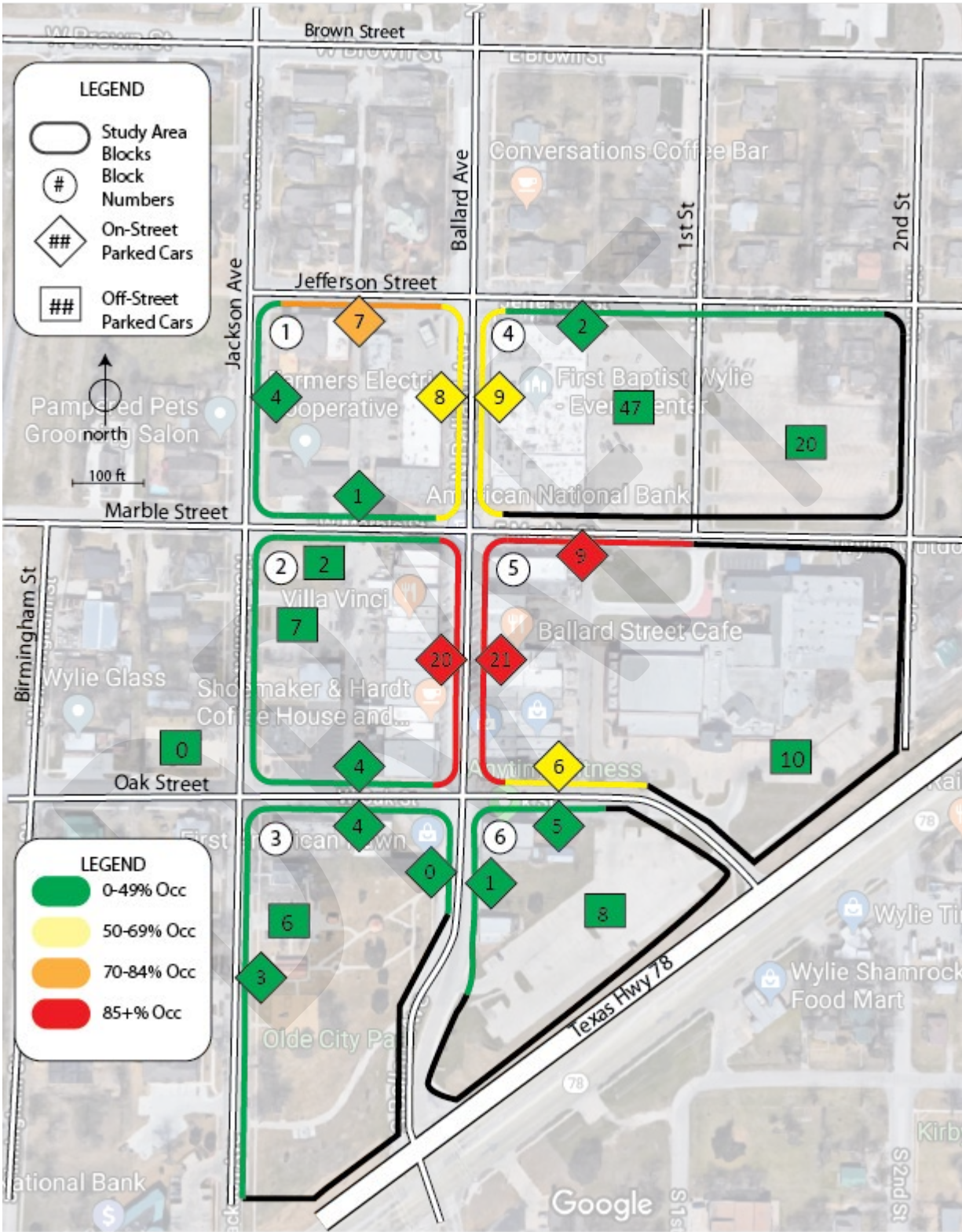




Exhibit 9: Parking Occupancy Map



### **Current Parking Supply and Potential Shared-Parking Opportunities**

The study found that Downtown currently has adequate parking supply to accommodate existing peak weekday demand, but the most convenient spots that are the closest to commercial outlets on Ballard Avenue are usually occupied.

While on-street parking along the core of Ballard Avenue (between Oak and Marble Streets) and Marble Street east of Ballard Avenue are at or approaching full capacity, other on-street parking in the study area was less than 70% full on a block face by block face basis, with the majority of the block faces not on or adjacent to Ballard Avenue having occupancies in the 0-25% range.

Off-street parking in the study area was also only lightly used, with public parking lots under 20% used, and the First Baptist Wylie (lots also under 20%) used except for the lot adjacent to the First Baptist Wylie Event Center which was 46% used. Occupancy totals are depicted in Exhibit 10.

#### **Exhibit 10: Parking Space Type and Inventory**

Space Type	Inventory	Occupancy	%
On-Street Total	209	104	50%
Off-Street Total	593	100	17%
First Baptist Lots	502	85	17%
'Public' Lots	91	15	16%

Inventories were conducted of the available parking spaces throughout the study area as well as the percent of parking spaces occupied by cars during peak periods. A map of the study area and current available parking spaces can be seen in Exhibit 11. All parking spots summarized below are within two blocks of Ballard Avenue, which survey respondents indicated was the distance they would be willing to park and walk to Downtown (see Section IV for discussion of the community survey).

**Exhibit 11: Parking Availability On and Off Ballard Avenue**

	On-Street Parking	Off-Street Parking	Church Parking
Total	215	99	529
On Ballard Avenue	86	0	0
Off Ballard Avenue	129	99	529

In addition to the parking occupancy counts, Walker staff made the following observations related to parking:

- During the time Walker was in the study area, the parking spaces on Ballard Avenue appeared to turn over. This suggests that employees of the adjacent businesses are generally parking elsewhere, leaving the closest spaces available for customers.
- There is a lack of public parking signage denoting where public parking is allowed.
- Once off Ballard Avenue, the pedestrian environment becomes more difficult to navigate in some cases; sidewalks are missing in some areas and narrow in others. This challenging pedestrian environment makes parking in underused areas a less attractive option for patrons.

Wylie's parking standards may need to be reconsidered as the City looks to expand the Downtown. Wylie's current development standards allow for variances to grant up to 75% of required parking, while allowing up to 25% of the required parking to be on-street, also giving credit for public off-street parking within 1,000 feet. This allows for some flexibility in accommodating parked vehicles; however, there is still a lot of potential for a new business to need to provide parking on-site in the Downtown, which could discourage future development because of the complications of on-site parking in a Downtown environment.

## LIGHTING

Existing lighting along Ballard Avenue consists of a mixture of pedestrian-scale lampposts and modern-overhang streetlights for auto traffic. From Brown Street to E. Butler Street, there are a total of 30 streetlights along both sides of the street. Fifteen of these are the more pedestrian-scale lampposts which are spaced out along the corridor. The most consistent segment of pedestrian lighting is from E. Marble Street to Oak Street, where there are six lampposts on both sides of the street.

This existing lighting is meant to serve pedestrians walking along Ballard Avenue, as many shops and businesses in



Existing streetlight in Downtown



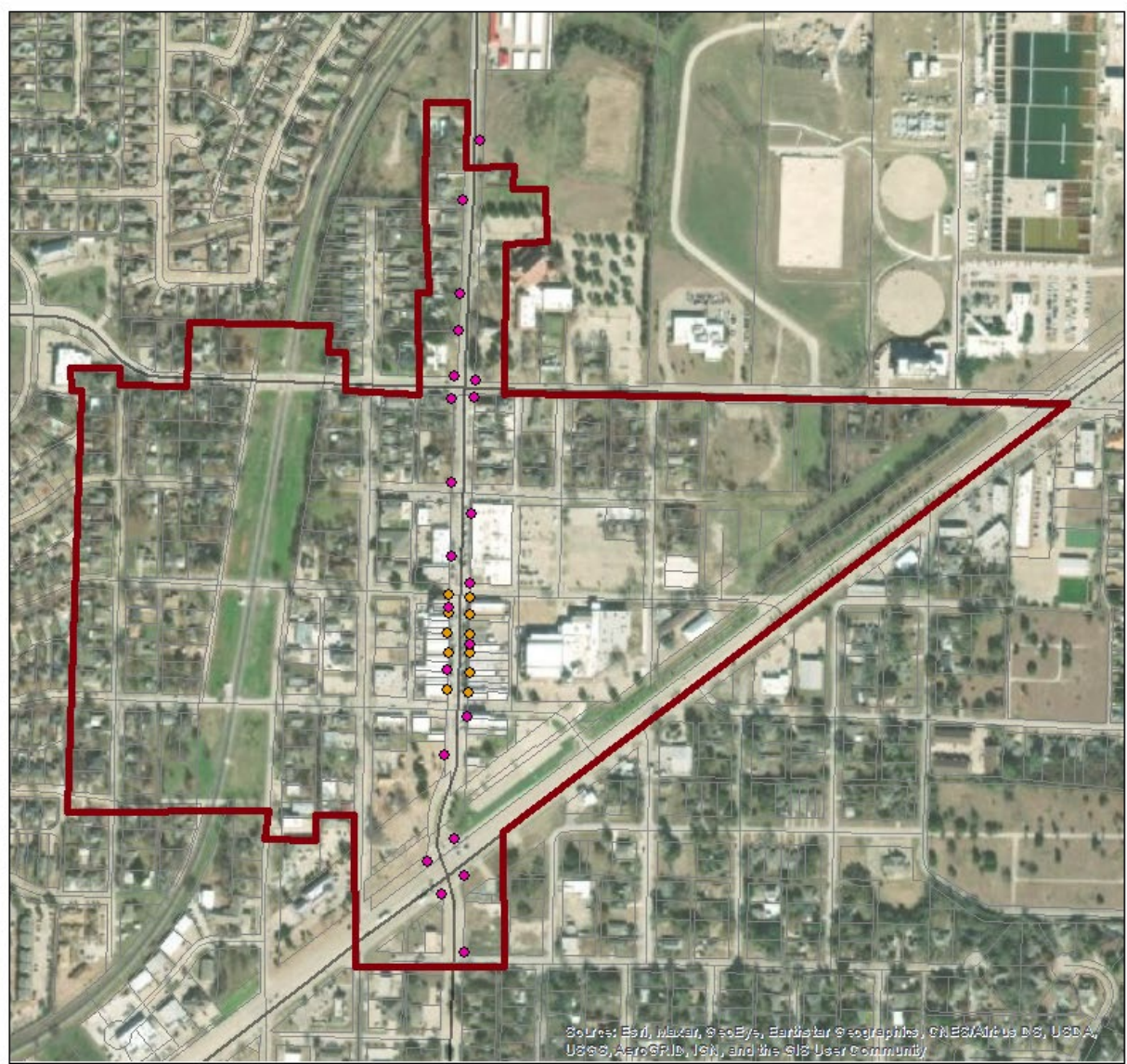
Pedestrian-scale lamppost in Downtown

Downtown are located in that area. Large planters are located around each lamppost. While the planters and lighting are pedestrian amenities that contribute to the comfort and safety of the pedestrian experience, they also have the effect of obstructing much of the existing sidewalk space. This can impede the movement of larger groups of pedestrians that may visit Downtown venues or events, as well as those pedestrians with mobility challenges. Existing lighting locations along Ballard Avenue can be seen in Exhibit 12.

The overhang streetlights are meant to serve vehicle traffic or those parking along the corridor. There are fifteen streetlights located along Ballard Avenue between the north and south project limits.



**Exhibit 12: Downtown Wylie Existing Lighting On Ballard Avenue**



**Legend**

<b>type</b>	Updated
● Lamppost	Project
● Overhead	Boundary

0 0.125 0.25 Miles

N

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## WAYFINDING

Existing parking and wayfinding signage in Downtown are limited, difficult to see, and have no consistent central theme or branding style. Locating and navigating to public parking areas in Downtown is currently a challenge for residents and visitors alike due to either a lack of signage, or existing signage being difficult to see or read. Minimal parking signage creates the illusion that there is not a lot of parking in or near Downtown, which is not the case as established by the parking study. Current signage also does not feature a consistent design which makes it more difficult for visitors to recognize them as directional signage. Lastly, there is no signage on surrounding streets that informs visitors and/or residents that they are in Downtown.



Example of existing signage and wayfinding



Example of existing wayfinding

## BIKE/PED CONSIDERATIONS

With pedestrian safety being a large consideration for Downtown, it is important to highlight current issues and opportunities for improvement. Providing alternative options to access Downtown can be beneficial in many ways, including alleviating any strain on available public parking spaces. As a result of the walk audit, stakeholder meetings, and the community survey (Section III), some common concerns with related to bicycle and pedestrian safety and access have emerged which are discussed below.

As shown in Exhibit 3, sidewalks become very scarce near the railroad tracks between Birmingham Street and Keefer Street. This leaves a large residential neighborhood with minimal routes to Downtown that may discourage residents from walking or bicycling to Downtown. Not only does this cause Downtown to potentially lose customers, but it also forces the residents to drive Downtown while living only one-quarter mile away. Creating these vehicle trips means more traffic and more occupied parking spaces simply because there is not a good, direct route across the train tracks to Downtown.

In addition, Downtown stakeholders (see Section III) expressed concern about the lack of lighting and an overall uncomfortable feel off Ballard Avenue. Increased pedestrian presence and pedestrian lighting would help alleviate these concerns and potentially draw additional attention to current and future businesses that locate off Ballard Avenue.

An additional safety issue is the visibility and safety of pedestrians crossing the roadway. This is exacerbated by diagonal parking of large vehicles, which can prevent pedestrians from being able to see oncoming traffic until they are in the middle of the intersection. Traffic speeds Downtown also affect the visibility and safety of pedestrians crossing the street. There are currently various factors contributing to traffic speeds in Downtown, including vehicles coming off SH 78 and drivers not following the 25-mph speed limit. However, traffic congestion occurring during rush hour can create slower traffic speeds during those times which can result in safer crossing points. As a result, the negative impact of congestion on drivers can be a positive one for pedestrians. Ultimately balancing the tradeoffs is dependent on the priorities and goals of the community for Downtown.

Finally, there are currently no dedicated bicycle facilities in Downtown. Bicyclists currently are forced to use the sidewalk, which as discussed previously is often obstructed; or to ride in the roadway behind diagonally parked cars, which provides poor visibility for drivers to see oncoming bicyclists.

The City's Comprehensive Plan includes increasing the amount of hike/bike facilities and establishing more multi-modal connections as development goals for the future.

## **SURROUNDING TRANSPORTATION EFFORTS**

It is important to note surrounding transportation efforts and the influence they could have on infrastructure improvements implemented in Downtown Wylie. There are two proposed roadway projects adjacent to Downtown Wylie that could impact traffic patterns, Downtown expansion plans, and various other components.

The Farm-to-Market Road (FM) 2514 or Parker Road project is a TxDOT-sponsored roadway expansion project that is planned to be constructed by 2025. The project limits are north of Brown Street to east of Lavon Parkway, and it will consist of reconstruction from a two-lane undivided roadway to a four-lane urban divided roadway. However, north of Park Boulevard, the roadway will be reconstructed with a wide median to enable future capacity expansion to six lanes. of the project will require right of way acquisition to accommodate the additional capacity; however, displacement of businesses and residences is not anticipated. The purpose of this project is to redirect heavy traffic on FM 2514 away from Ballard Avenue, specifically the section north of Brown Street.

In addition to the FM 2514 project, the Parker Road “Bypass” project would further supplement regional traffic diversion away from Downtown Wylie. Currently, commuters trying to get the State Highway (SH) 78 corridor from Parker Road must turn onto Brown Street or continue through Downtown Wylie. The bypass would provide a more desirable east-west route, redirecting more commuter traffic out of Downtown to/from the east, and connecting to SH 78 at the existing Spring Creek Parkway/Kreymer Lane intersection.

## **CONCLUSION**

The existing conditions analysis found that there are both opportunities and challenges for improving Downtown Wylie as a pedestrian-oriented destination and expanding the Downtown footprint. Existing signage and wayfinding, parking, pedestrian and bicycle safety, and roadway reconfigurations are all elements that City leaders and the community will need to further assess to identify the various tradeoffs and priorities as they move forward with establishing goals and an overall vision for Downtown.

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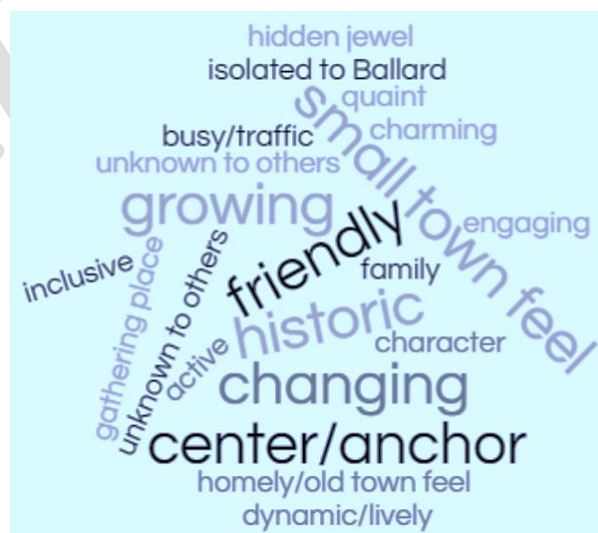
### **III. STAKEHOLDER ENGAGEMENT**

#### **STAKEHOLDER MEETINGS**

The stakeholder meeting process began with a kickoff meeting on February 19, 2019 at Wylie City Hall. Attendees includes staff members from NCTCOG, the City of Wylie, and the Wylie Economic Development Corporation. Meeting content included a project background and scope of work presentation, the planned Walker Consultants parking study, current conditions, and issues in the Downtown Wylie area. More technical aspects, such as data needs and project timelines, were discussed by the group as well.

The second stakeholder meeting occurred on April 3, 2019 at the Brown House in Wylie. Attendees included various City staff members, as well as owners of businesses in Downtown Wylie and other members of the community. Stakeholders were encouraged to provide input on the current conditions and known issues and concerns in Downtown Wylie. The discussion primarily focused on traffic, pedestrian safety, parking, events, and next steps in the development of the Strategic Plan.

The third stakeholder meeting took place on December 3, 2019 with the same group in attendance as well as additional Downtown merchants representing the Wylie Downtown Merchants Association. NCTCOG staff led a visioning exercise to help stakeholders identify their preferred goals for Downtown Wylie. Stakeholders were asked to describe the Downtown area today and their vision for it in the



future (Exhibit 23), as well as indicating desired goals for the area. Both positive aspects and challenges of the present Downtown Wylie were listed by meeting attendees. Themes included the historic, friendly, changing/growing, and small town feel of Downtown, while current challenges included the restriction of Downtown to Ballard Avenue, traffic, lack of business

diversity, run-down feel in some areas, and the lack of being a destination due to being unknown throughout the region. The discussion of what is desired for the future of Downtown resulted in the following key concepts:

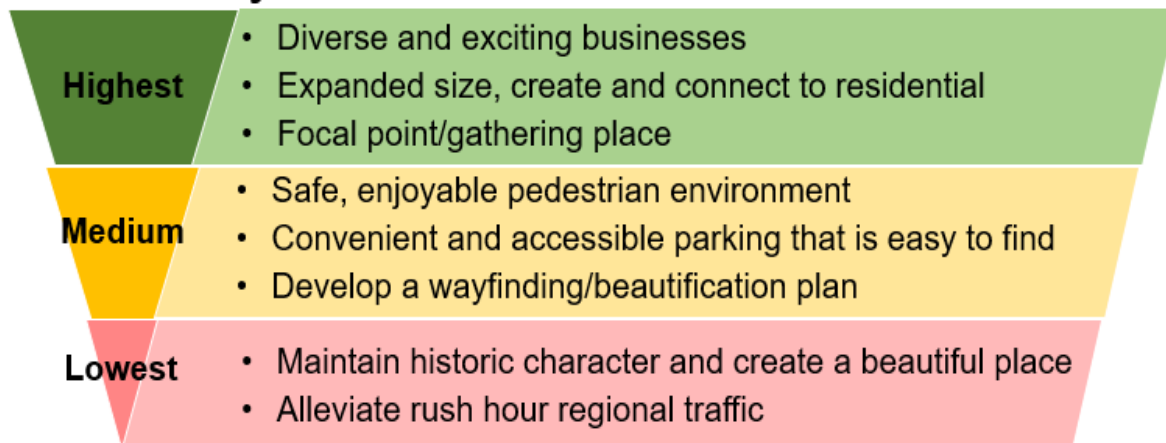
- Draw in businesses that have extended hours
- Be a destination
- Draw in people from Wylie and surrounding cities
- Maintain small town/historic feel
- Increase landscaping, uniformity, and activity
- Create or extend sidewalks and gathering places

Regarding the desired goals for Downtown Wylie, meeting attendees were asked to place dots next to draft goal statements. The goals were then prioritized from highest to lowest, as seen in Exhibit 1. The most favored statements included:

- Make the area safer and more enjoyable to walk around in with wider and connected sidewalks and safer street crossings
- Address concerns about the availability of parking and increase ease of parking through signage
- Expand the diversity of businesses (e.g. more restaurants, bars, etc.)
- Encourage business growth on side and parallel streets

### Exhibit 13: Priority Goals

#### **Level of Priority**

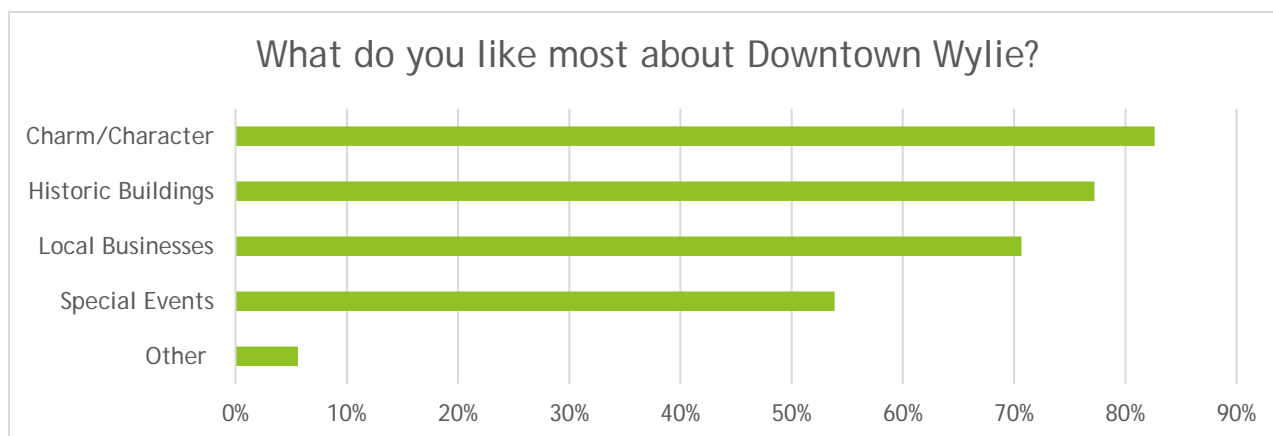
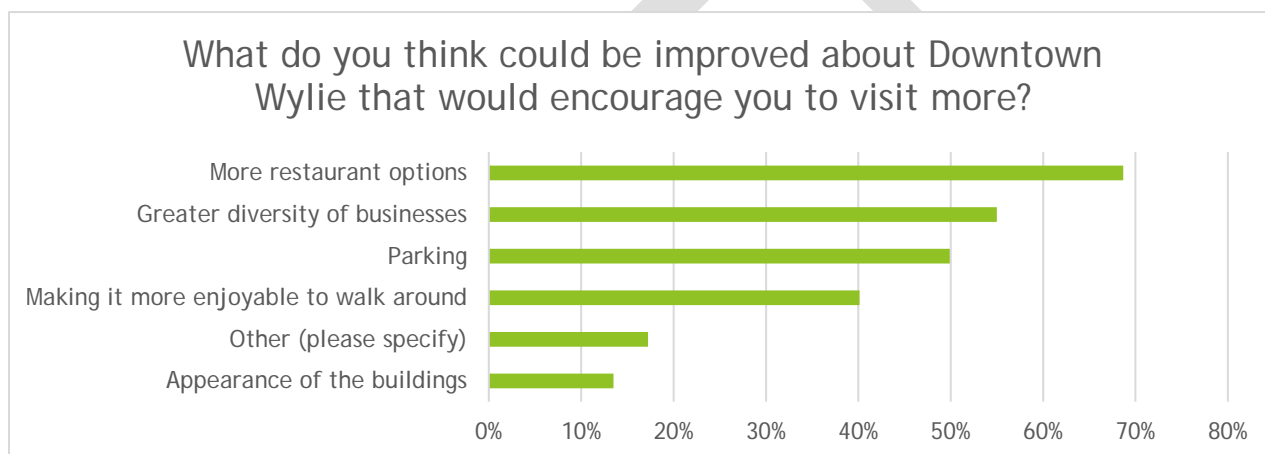


The final stakeholder meeting was held virtually on July 27, 2020. During this meeting, NCTCOG staff presented data collected on traffic and pedestrian counts, current pedestrian and parking conditions, and the project timeline. In addition, NCTCOG staff discussed the results of the public survey that was distributed for citizens and stakeholders in 2019. Lastly, staff discussed possible concepts for consideration related to pedestrian infrastructure improvements, wayfinding, parking, and Ballard Avenue roadway reconfiguration.

### **ONLINE SURVEY**

An online survey was published and distributed for citizens and stakeholders from September 11, 2019 to October 31, 2019. The survey questions and complete survey results are shown in **Appendix X**. The 19-question online survey experienced a lot of public engagement, receiving a total of 586 responses. Key topics included frequency/timing/visits to Downtown, event attendance, opinion of outdoor seating, distance Downtown visitors are willing to walk from parking, desired improvements, and the experience of pedestrian safety. Other major findings regarding pedestrian experience and parking are discussed below.

General questions regarding the Downtown environment and reasons for visiting are shown in Exhibits 14 and 15. Most survey respondents answered the charm/character and historic buildings are the most-liked characteristics of Downtown, followed by the local businesses and events. As observed in Exhibit 15, many respondents stated that more restaurant options and more diverse business options would likely increase their visits to Downtown.

**Exhibit 14: Survey Response****Exhibit 15: Survey Response****Pedestrian Experience**

The general consensus regarding the pedestrian experience was that the area currently has good pedestrian amenities such as planters and benches, but there are missing or narrow sidewalks, a feeling of crowding and encroachment from parked vehicles and amenities blocking the sidewalk space, little space for outdoor dining, wide street crossings with poor visibility, and pedestrian safety concerns.

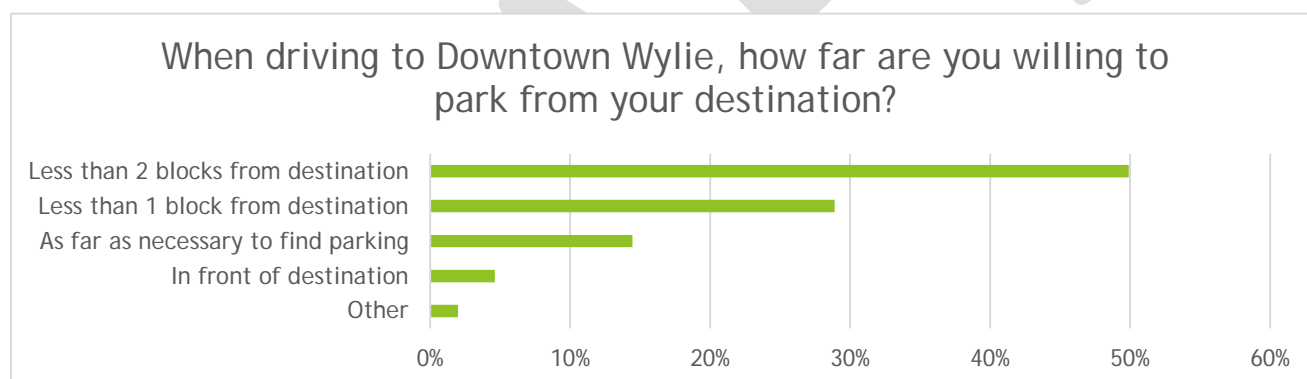
50% of survey respondents answered that they usually feel safe when crossing streets in Downtown. Primary reasons cited for unsafe experiences related to motor vehicles included motor vehicle speed, drivers not yielding to pedestrians in crosswalks, driver/pedestrian visibility, and driver inattention.



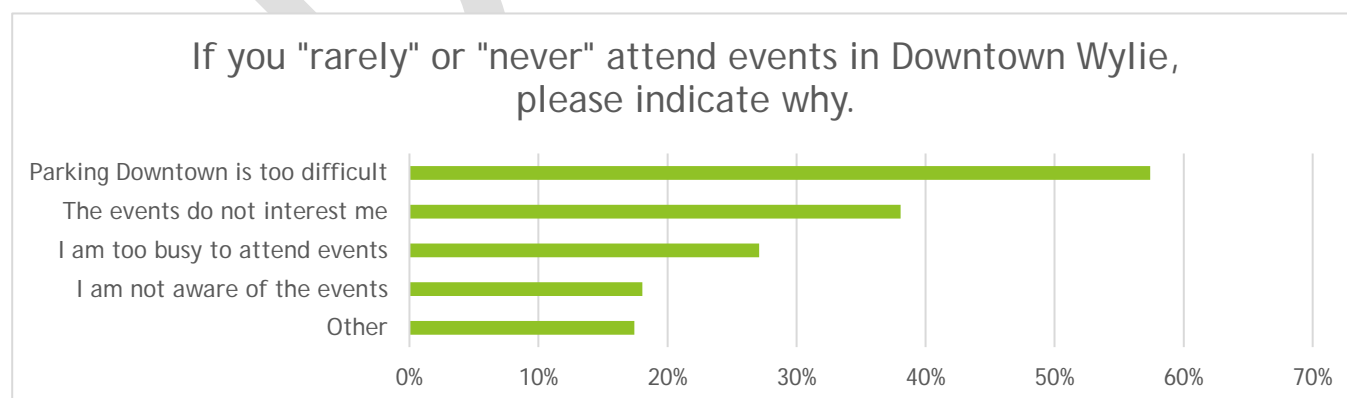
## **Parking Availability**

As depicted in Exhibit 16, half of the survey respondents are willing to park up to two blocks from their destination, which coincides well with the abundance of existing parking on side streets off Ballard Avenue. However, approximately 41% of respondents answered that they only “sometimes” attend events Downtown due to difficulty finding parking and/or events not being of interest to them (see Exhibit 17). The difficulty of parking is also reflected in Exhibit 17, where respondents were asked why they rarely or never attend events Downtown. As previously mentioned, there is adequate parking supply on and off Ballard Avenue. However, there is lack of uniform/noticeable wayfinding and signage directing drivers to existing parking. This is further address in Section IV.

### **Exhibit 16: Survey Response**



### **Exhibit 17: Survey Response**



## **IV.RECOMMENDATIONS**

Various recommendations and possible treatments that, if applied, could be beneficial to Downtown Wylie are outlined below. Key data, stakeholder feedback, existing conditions analysis results, and other information were compiled to develop the recommendations. Topics can be categorized into land use/zoning, parking, pedestrian experience and safety, lighting, roadway reconfiguration, and a brief discussion on one-way versus two-way street tradeoffs.

### **LAND USE AND ZONING**

Staff reviewed Wylie's Zoning with the City's Future Land Use designations (Exhibit 18) and found that overall, the plans were consistent with one another so that zoning ordinances are in place to bring about the established future land use vision. The below sections focus on potential zoning ordinance updates and concepts to the City may want to consider, as well as using or considering the addition of more green, open spaces.

#### **Zoning**

Review of the City's zoning codes determined that the current setback requirements for the CR District could impede the future increase of pedestrian use if the district remains. Currently a 25-foot setback in the front, with 10 feet on either side of a building, is required. These standards may make this area less inviting to pedestrians and Downtown patrons than the Downtown Historic District, which instead calls for commercial buildings to be placed on the front property line but may be moved back from the property line a total of four feet to provide for wider sidewalks and entries. Such zoning standards would also result in less continuity of the current Downtown character, instead resulting in a more suburban look and feel. First Baptist Wylie is located within the CR District, which was discussed as possibly being an opportunity for shared parking. If that were the case, a lot of pedestrian traffic would be moving between the church and the Downtown core, so a more pedestrian-oriented code for setbacks may be worth considering.

#### **Form-Based Codes**

NCTCOG has available a *Sustainable Zoning Guidebook*, which focuses on zoning approaches that encourage walkable, mixed-use, and transit-oriented development. A large portion of the guidebook covers Form-Based Codes, which are flexible zoning regulations that aim to achieve predictable development results by focusing on the physical form of structures rather than the permitted land uses and the separation of uses. NCTCOG staff studied the application of form-based codes in the DFW area and resources for the City of Wylie staff to potentially implement such codes in the Downtown Historic district.

Examples of key form-based code components that have been used around the region include:

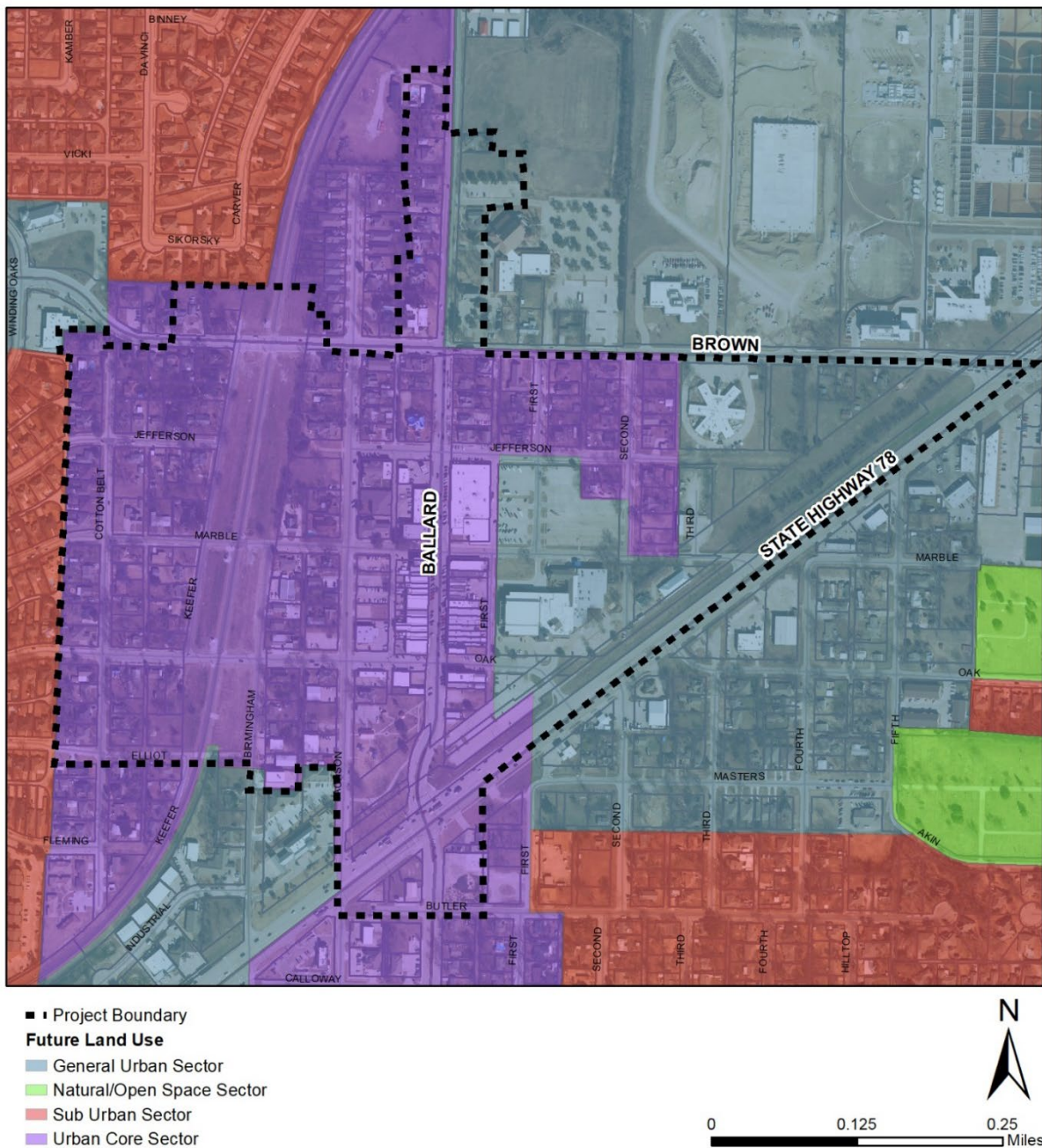
- Façade requirement of 60-80% windows or doors
- Canopies or awnings to provide shelter and shade to pedestrians
- Building entries inset at least 4-feet from the front façade to create an entryway
- Using only durable materials such as stone or brick on the first level of a building

Staff recommends that Wylie staff explore the use of form-based codes to further assist in achieving Downtown goals. Challenges to implementing form-based codes could include public opinion or historic building limitations. However, implementing form-based codes in and around Downtown may help the City expand the existing Downtown footprint and achieve walkability goals as new development and redevelopment occurs in the area.

### **Green and Open Space**

Another recommendation is to increase the usage of or create more green space or open areas in Downtown. These spaces could be used as gathering places for events, which could increase the number of visitors. The closest green space to Downtown currently is Olde City Park, which is located in the southern portion of the project study area. The City should assess and consider development of other green areas or open spaces in Downtown to potentially increase visitor attendance.

### Exhibit 18: Downtown Wylie Future Land Use Designation



North Central Texas  
Council of Governments

## **PARKING**

As discussed in Existing Conditions, Downtown Wylie has approximately 300 public spots within two blocks of Ballard Avenue that is usually available to visitors, but wayfinding and event parking create challenges.

There may be additional parking opportunities in Downtown if the City seeks a partnership with surrounding churches, specifically the First Baptist Wylie (FBW) located one block from Ballard Avenue. The FBW has 502 spaces that could be used for particular events or during the week. The FBW parking needs predominately occur on weekends, and they may be amenable to formalizing the allowance of public parking or employee parking in their parking lot during weekdays. Based on discussions during the stakeholder kick-off meeting, this already occurs on an ad-hoc basis in FBW's parking lots. A formal agreement would also help alleviate concerns Church representatives expressed about allowing regular public parking on their property, including liability concerns and insurance, lot maintenance, and hours of public availability. FBW representatives present at the stakeholder meetings indicated that the FBW is open to discussions regarding a shared parking agreement.

### **Event Parking Recommendations**

The parking study also recommended to work with the FBW, St. Anthony's Catholic Church, and other interested participants to develop an event parking plan and event tracking system for Downtown, to be coordinated and maintained by a designated City staff person. Among the goals would be reduced occurrences of conflicting events, and a clear set of procedures, policies and terms for parking use and management during events. Overall, staff recommends seeking a shared parking agreement with the nearby churches to begin the process of creating more parking opportunities.

Increasing coordination between surrounding businesses and organizations is a key recommendation made by Walker regarding event parking management. An option for event organization could be developing an event tracking system that groups events into different categories by size, which could allow Downtown stakeholders to better plan parking to prevent

conflicting occurrences that would induce crowding in the area. To take this a step further, the City could work with stakeholders to develop different parking options or plans based on event size.

The City could also explore the option of having valet parking during large events or on weekends. The City of McKinney has implemented a similar program as a part of the curb management practices outlined in their Downtown Parking Management Study. The public service operates on Fridays and Saturdays and is managed by a partnership between two Downtown businesses. This program utilized an already existing valet service and extended it to other Downtown visitors with a fee. Customers can have their parking validated by the participating businesses if they visit either business or pay \$7 per vehicle otherwise. The City ran a trial period of this service and found it to be successful with 3,800 customers who participated.

#### **Wayfinding and Signage Recommendations**

Improving signage and wayfinding to public parking facilities will alleviate the perception that there is no parking available. As unfamiliar users, it was unclear to the review team which off-street parking lots are considered public parking. Signage should be provided at each location where public parking is allowed and could be as simple as a blue “P” parking symbol on the approaches to public facilities. Additionally, wayfinding signs should be placed in strategic locations approaching the Downtown to direct patrons to these facilities. The below photos show two examples of simple, clear parking signage. Signage and wayfinding could also serve as an opportunity to further Downtown branding efforts by integrating parking signage packages with a general wayfinding package sharing information about Downtown with visitors.



Example parking signage



Example parking wayfinding



Imagery Provided by Walker Consultants

The current matter of lacking signage in Downtown could be addressed with the addition of more strategically placed, uniformly styled signage. Placing more signs in and around Downtown could alleviate the perception of a lack of parking serving Ballard Avenue that currently exists, as well as aid visitors in getting to the Downtown core. Current signs are small and/or obstructed by other signs or items in the right-of-way. As addressed in the existing conditions section, there is also a lack of “announcement” that one has made it to Downtown. The City could implement an archway sign or large “Welcome to Downtown Wylie” sign on the outer boundaries of the area to notify visitors of their arrival. An example can be seen in the above photos.



Example of gateway signage



Imagery Provided by City of Pantego

## PEDESTRIAN EXPERIENCE AND SAFETY

Sidewalk and Americans with Disabilities Act (ADA)-compliant curb ramp conditions in Downtown were assessed by NCTCOG and Wylie staff through a walk audit, as previously discussed in the Existing Conditions section. Key conclusions from the audit were 1) there are areas of major disconnect in the sidewalk network throughout the study area, 2) there are sidewalks in need of additional maintenance or resizing, and 3) existing crossings and ADA treatments on Ballard Avenue are not ideal for a safe and comfortable pedestrian experience. There are various areas within the study site to upgrade sidewalks and ADA ramps to be added. If the City chooses to pursue upgrades, identifying available funding and developing specific priority areas to prioritize key locations will be a crucial first step. When selecting sidewalk improvement projects in the future, two major factors that should be considered include pedestrian safety and providing alternative access to Downtown.

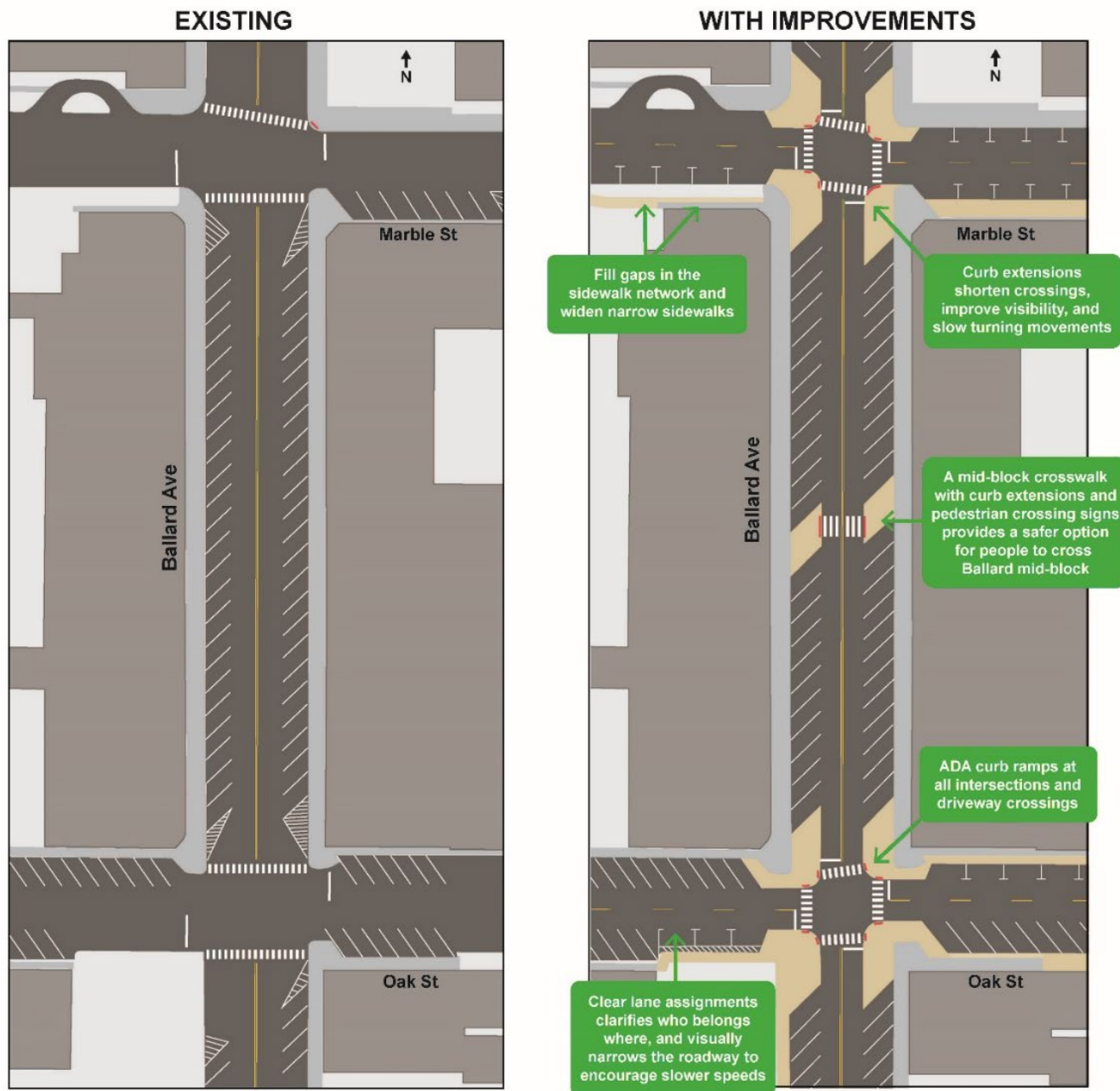
In addition to sidewalk improvements, a number of treatment options exist to improve the pedestrian experience in and around Downtown. One potential option that can allow pedestrians to cross the street more safely is bulb-outs, also known as curb extensions, at intersections throughout the Downtown core (see Exhibit 19). Bulb-outs are enlarged pedestrian refuge areas

that extend further into the roadway at the intersection, allowing pedestrians to see further down the street and around vehicles parked diagonally without needing to walk into the roadway. Bulb-outs additionally reduce the street crossing distance for pedestrians, reducing the chance of a conflict with a motor vehicle. A bulb-out would be especially effective for pedestrians on the southeast corner of Ballard Avenue and Marble Street because of the large intersection. Inserting a bulb-out here would shorten the pedestrian crossing.

Other treatment options to increase pedestrian safety could include installing ADA curb ramps at all intersections and driveway cross-sections, as well as upgrading existing curb ramps to current design standards. Curb ramps are critical to providing safe access for mobility- or vision-impaired pedestrians when entering the street from the sidewalk. To maximize accessibility and safety for all pedestrians, curb ramp designs should attempt to meet all of the best practices for curb ramp design as determined by the Federal Highway Administration Bicycle and Pedestrian Program (Appendix X).

Clear lane assignments through paint and striping would also help alleviate current pedestrian and motor vehicle conflict points along Ballard Avenue. Identifying and improving specific parking and driving lane boundaries could make the roadway interactions feel safer among drivers, pedestrians, and those parking. Lastly, traffic calming measures and reduced travel lane widths can help create more narrow travel lanes, which can encourage slower motorist speed. Traffic calming measures could include diagonal parking, bulb-outs, street trees, narrower driving lanes, and other treatments.

# **Exhibit 19: Pedestrian and Safety Improvements Options**



## IMPROVEMENT EXAMPLES

Lane Striping/Defining the Roadway



ADA Curb Ramp



Bulb-out/Curb Extension



Mid-Block Crosswalk





## LIGHTING

Existing lighting consists of a mixture of streetlamps and pedestrian-scale lampposts. Installing more lampposts or other pedestrian-friendly lighting could make pedestrians feel more comfortable walking at night and as a result, could improve nightlife activity in the Downtown core. Also, some of the current sidewalk lighting obstructs the sidewalk area, as well as planters, so if no sidewalk changes are made installing less bulky lighting could free up space for pedestrians or other activities. The City should assess possible conflicts that could arise with installing new lighting and ROW construction, such as underground utilities, electrical components, etc.

More specifically, pedestrian lighting creates better safety for navigating sidewalks and pathways, provides visibility and security at all hours, extends hours a business district is active, encourages walking as part of an active lifestyle, and improves access to transit and other services at night/early morning.

## PARKING RECONFIGURATIONS

Another major consideration which also affects how the roadway can be configured is the type of parking desired. This table compares the three basic types of parking. Parallel parking requires the least right of way which frees up space on the roadway for other uses but allows the least amount of parking to be placed on the roadway. Parallel parking creates better pedestrian and driver

visibility but also requires through-traffic to wait while another vehicle is parking.

Traditional angled parking increases the amount of parking stalls that can be provided; however, it also

Parallel Parking	Traditional Angled Parking	Back In Parking
Uses minimal ROW width	Approximately 6-7 stalls per 100 feet	Better cargo loading
Easier to enter traffic due to increased visibility over angled parking	Provides space to exit vehicle outside of regular traffic	Safer for traffic, bicyclists, and children
Approximately 5 stalls per 100 feet	Lower visibility exiting stall	Better sight distance exiting stall
Driver side door opens into traffic		Increased capacity over parallel parking
		Approximately 6-7 stalls per 100 feet

requires through-traffic to wait and provides poor visibility when exiting the stall. Back-in parking

is a newer concept that allows safer and easier cargo loading and good visibility when exiting the parking space into traffic. Back-in angled parking allows for vehicle loading at the curb and businesses instead of the street, which provides added safety. It is being used by cities like Denton, Arlington, and others in the region. See Exhibit 20 for photo examples of each parking type and additional specifications.

#### **Exhibit 20: Example Photos of Parking Types**



### **ROADWAY RECONFIGURATION**

A roadway reconfiguration on Ballard Avenue may also add operational improvements to the area. Roadway reconfigurations redesign the existing roadway to meet the goals of the community. They can range from basic restriping up to total roadway reconstruction. Roadway reconfigurations can increase safety, mobility, and access. This option can also help increase pedestrian comfort and safety by reconfiguring the roadway in a way that reduces speeds and crashes and allows for improved pedestrian infrastructure.

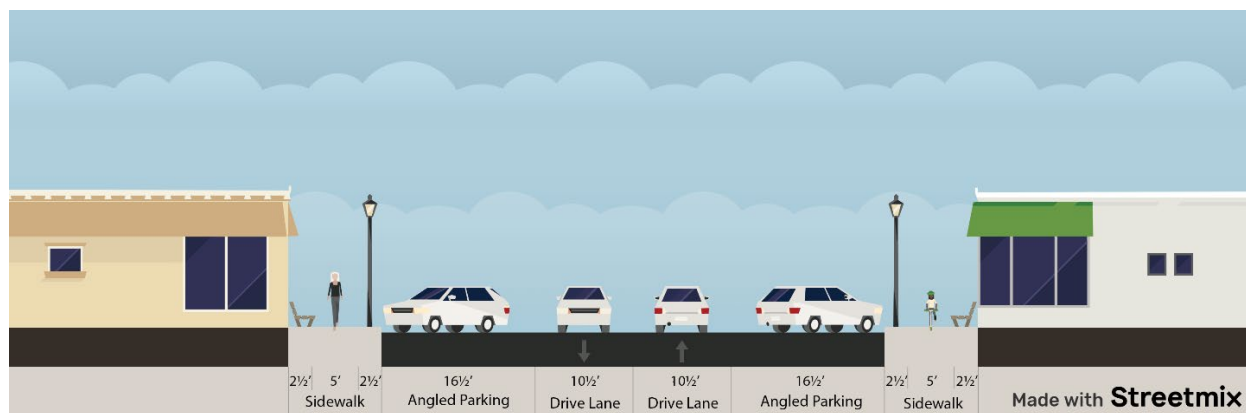
This section will discuss the existing cross-section on Ballard Avenue and two possible reconfiguration concepts and provide benefits and disadvantages of each.

Both reconfiguration concepts explored Ballard Avenue from Marble Street to Oak Street. As previously discussed, the existing cross-section along Ballard Avenue consists of 74 feet of right-of-way, divided into 10-foot sidewalks on either side, 15-foot pull-in angled parking on both sides, and a 12-foot travel lane in each direction.

**CONCEPT 1:**

The first roadway configuration concept, as seen in Exhibit 21, includes a 9-foot sidewalk and 18-foot angled parking on both sides of the street, with a 10-foot travel lane in each direction.

**Exhibit 21: Cross-section Concept 1**

**Pros**

Overall improvements for this concept include lengthening angled parking to properly fit vehicles, fixing the sidewalk/travel lane encroachment issue. The resulting reduced travel lane width would encourage lower traffic speeds, which would increase pedestrian safety along the corridor. Also, this option would aid with the current crowding issues related to parking because the parking stall size would increase.

**Cons**

Cons of this option include the sight challenges remaining for both pedestrians and drivers, and the roadway remaining relatively wide. This results in a long crossing distance and therefore longer crossing time for pedestrians, which decreases pedestrian safety. In addition, the narrow 10-foot lanes may result in an increased incidence of side-swipe accidents, particularly with larger trucks.

**CONCEPT 2:**

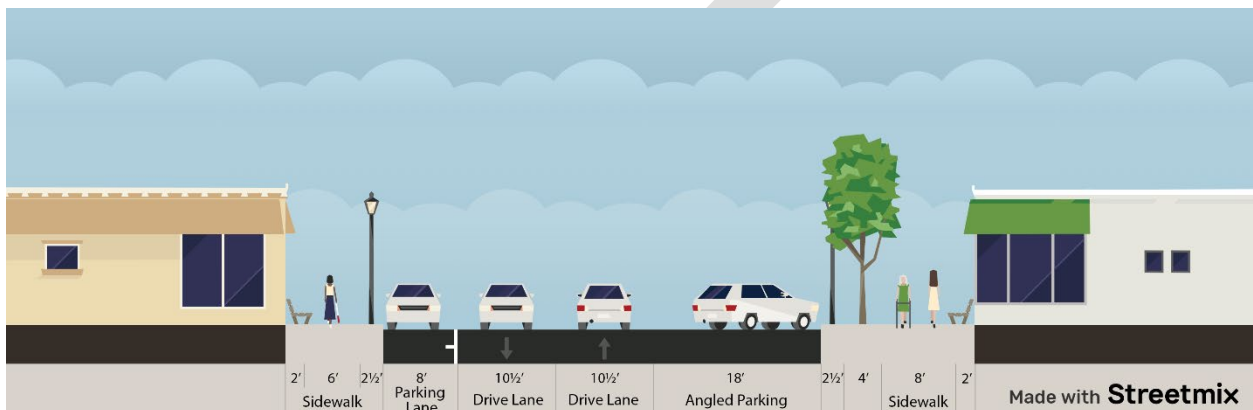
The second roadway reconfiguration concept features the following (see Exhibit 22):

- 10.5 foot sidewalk on one side



- 16.5 foot sidewalk on other side
- 8 foot parallel parking on same side as smaller sidewalk
- 18 foot angled parking on same side as larger sidewalk
- 10.5 foot driving lanes in each direction

### **Exhibit 22: Cross-section Concept 2**



### **Pros**

Improvements for this option include reduced width of travel lanes, which reduces pedestrian crossing distances and may encourage reduced motor vehicle travel speeds; parallel parking on one side, allowing for more space that can be designated to other uses; and widened sidewalks on both sides of the street to create more space for possible café-style seating, street trees, and larger groups of pedestrians. Visibility for drivers and pedestrians is increased by the use of parallel parking on one side, and a shorter travel distance across the street increases safety for pedestrians. Reduced motor vehicle speeds may result in slower traffic and more congestion. In addition to the pedestrian safety benefit, this increased congestion can be a benefit to businesses on Ballard Avenue because drivers moving more slowly through Downtown are more likely to see and frequent businesses, and to view Downtown as a destination versus a place to pass through on their way to somewhere else.

**Cons**

The “pro” of reduced travel speeds that could result from reduced driving lane width is good for pedestrians. However, it could create more traffic congestion on Ballard Avenue, especially during peak traffic times. The City will ultimately need to evaluate the tradeoffs associated with the reduced lane width. If the City wants traffic to move slower through Downtown to increase business visibility, then this option may be beneficial. However, if the City wants traffic to pass through quickly, further analysis of this option should be considered.

Also, option two would reduce the total amount of parking spaces on Ballard Avenue by 15 spaces, but six spots could be gained back through the use of curb extensions. While this option would reduce the number of spaces with immediate access to store fronts, there is adequate parking within a two-block distance from Ballard Avenue which needs improved signage and wayfinding, as discussed in the parking analysis.

**ONE-WAY VS TWO-WAY**

Another option for Downtown that stakeholders have expressed interest in exploring is converting Ballard Avenue to a one-lane one-way street. Staff conducted an analysis of the pros and cons of such a conversion versus maintaining the current two-way configuration, and reviewed this option considering stakeholders’ feedback regarding preferred goals for Downtown. Further exploration of this component was outside of the scope of work for the study and will need additional analysis if pursued by the City.

## **V. IMPLEMENTATION STEPS AND STRATEGIES**

Given the above assessment of the existing conditions and provided recommendations, the City should consider the following next steps to further its redevelopment strategy for Downtown Wylie. The following section will outline the recommended next steps in order of the assumed length of time the recommendation would take to develop.

### **SHORT TERM PROJECT COMPONENTS**

#### **Parking Program**

A short-term, relatively low-cost project component is to develop a parking plan for Downtown Wylie. This plan could consist of the various existing conditions, most significant issues, community input, and recommendations as outlined in this report. The plan could also take a deeper look into the development of a Downtown Parking Corporation, which would manage parking and events in the area. The City should proceed with seeking a shared parking agreement with FBW and investigate developing a detailed event parking management plan with the various Downtown stakeholders. Overall, certain pieces of the parking program could be developed or implemented within a few months, while a detailed plan may take longer.

#### **Wayfinding/Signage**

As outlined in previous sections, the addressing the perceived parking issue in Downtown will help the City further its Downtown economic development goals. A further look into signage options and placement to direct drivers to already existing public parking available within two blocks of Ballard Avenue could be a good way to start this process. Installing new wayfinding and signage could be a short-term component to implement; however, it could also be medium-high cost depending on if the City would like to engage in a larger and more comprehensive downtown marketing branding and marketing strategy that includes signage.

#### **Community Engagement**

Staff recommends conducting outreach with the general public regarding the cross-section concepts, one-way versus two-way streets option, and overall vision and goals for Downtown

development. This item could be short-term and relatively low cost to implement and could include a public survey regarding the roadway reconfigurations and meetings aimed at presenting proposed alternatives to the general public for feedback. Plans such as this one are more likely to be accepted by the community and implemented by the City if there is a thorough public outreach and vetting process.

### **Sidewalk Improvements**

Another short-term item Staff recommends is identifying priority areas for sidewalk improvements and seeking or allocating funds to such areas. Managing some of the previously identified sidewalk obstructions could also be done in the interim.

## **MID-TERM PROJECT COMPONENTS**

### **Budget and Funding Strategies**

Preparing a budget will help further outline priority areas for specific project components. There are many places to apply funding in Downtown currently, so attaching a monetary component will enable the City to list its priority areas and outline future projects. Further community engagement will be beneficial to assess City priorities.

A combination of funding sources will be necessary to achieve community goals for Downtown Wylie. As is typical in any infrastructure improvement project, a myriad of options are available, including both public and public/private partnership sources. The following discussion outlines some key funding sources and strategies that can be used to secure the necessary funding for downtown Wylie improvements.

### **Capital Improvements Programs**

Capital Improvement Programs (CIPs) consist of scheduling selected physical plans and facilities for a community over a certain period of time. Improvements are based on series of priorities, often set by the community, stakeholders, and the City. A CIP would allow the City of Wylie to budget for infrastructure improvements through prioritization.

## **Bonds**

Municipal bonds are issued by municipalities to raise funds necessary to pay for desired infrastructure and other capital improvements. Bonds are attractive to investors because they offer tax free interest and are guaranteed investments. A bond could be a creative solution to fund the cost of infrastructure improvements in Downtown Wylie.

The City should consider coordinating with Collin County on possible partnerships in future County bond initiatives.

## **Public Improvement District**

A Public Improvement District (PID) is a special assessment area created so that property owners finance specific types of maintenance or improvements. A PID can fund supplemental improvements (including infrastructure, landscaping, and design elements) that would not otherwise be constructed. In general, a PID should serve a very specific purpose, and needs to be self-sufficient so it does not impact the standard services that are provided by the City. PIDs should only be implemented in targeted areas of a community.

The creation of a PID around Downtown Wylie would help fund the infrastructure improvements and help the area achieve unique aesthetic, design, and character-making goals.

A PID would be most likely to succeed if the business owners, landowners, and other stakeholders agreed that its creation would spur positive change along the corridor and to their properties.

## **Tax Increment Financing District**

A Tax Increment Financing (TIF) District is a special area where the increment in tax revenue is used within the district for capital improvement projects. As new development results in higher property values, the value of the resulting tax increase is paid into the TIF fund, which is used to finance improvements such as landscaping, lighting, renovations, demolitions, etc. The goal of a TIF is to leverage existing public and private investment to fund additional public

improvements in the designated area. TIFs are a creative a way for a community to invigorate a specific area without drawing funds from other municipality coffers.

### **Transportation Alternatives Set-Aside Program**

The Federal Highway Administration funds the Transportation Alternatives Set-Aside (TA Set-Aside) Program, a set-aside of the Surface Transportation Block Grant Program. General types of eligible projects include on- and off-road pedestrian and bicycle facilities, shared-use paths, Safe Routes to School projects, and related pedestrian and bicycle safety countermeasures. Specific project eligibility is determined with each TA Set-Aside Call for Projects. Funding was awarded for the last TA Set-Aside Call for Projects in 2020. Calls are generally anticipated to take place approximately every two years, but their timing and scope is dependent on future federal funding levels.

The addition of shared-use bicycle paths, pedestrian amenities, and the completion of a connected sidewalk network could make the project a candidate for submission for a TA Set-Aside grant.

### **Zoning**

Staff recommends the City complete further study of the feasibility of implementing form-based codes in Downtown Wylie. To be successful, this would require extensive public outreach and education regarding what is being proposed, the goals, and the benefits and impacts. Implementation of a form-based code could happen anywhere from short-long term, depending on the scale of what is implemented and the degree of public acceptance of the change.

## **LONG TERM PROJECT COMPONENTS**

### **Roadway Reconfiguration**

The two roadway reconfiguration concepts given in Section IV should be further studied by the City for community input on alternatives, funding, feasibility, and cost. Also, further study will be needed to assess the feasibility of a one-way versus two-way option, including public outreach, cost estimates, and preliminary engineering. If either is implemented, roadway construction

could take years which the City should also assess the impacts of on Downtown. This project component is long-term and high-cost due to the nature of construction project timelines and funding requirements.

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