

Wylie City Council Regular Meeting

October 24, 2023 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Invocation - Reverend Kurt Ulmer, Faith Lutheran Church.

PRESENTATIONS & RECOGNITIONS

PR1. Wylie Way Students (K-12).

[PR2.](#) Texas Arbor Day.

PR3. Municipal Court Week.

PR4. Breast Cancer Awareness Month.

PR5. National Dyslexia Awareness Month.

PR6. Woman Owned Business Month.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

[A.](#) Consider, and act upon, approval of the October 10, 2023 Regular City Council Meeting minutes.

[B.](#) Consider, and act upon, a Second Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Murphy, and authorizing the City Manager to execute any necessary documents.

[C.](#) Consider, and act upon, the approval of the purchase of a CUES C550 Portable Camera System from CLS Equipment Co. Inc, in the estimated amount of \$64,800.00 through a cooperative purchasing contract with BuyBoard Purchasing Cooperative and authorizing the City Manager to execute any and all necessary documents.

- D. Consider, and act upon, approval of the purchase of a Toro Groundsmaster 5900 Mower to Professional Turf Products L.P., for the estimated amount of \$138,809.73, through a cooperative purchasing contract with BuyBoard and authorizing the City Manager to execute any necessary documents.
- E. Consider, and act upon, the approval of the purchase of a 2025 International 6-yard dump truck from Southwest International Trucks in the estimated amount of \$121,760.18 through a cooperative purchasing contract with BuyBoard, and authorizing the City Manager to execute any and all necessary documents.
- F. Consider, and act upon, approval of the purchase of a 2023 Chevrolet Medium Duty 5500 Versalift Aerial Bucket Truck for the estimated amount of \$174,026.00 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any necessary documents.
- G. Consider, and act upon, the approval of the purchase of a Hydro-Excavator (Freightliner FL 114SD) from Patterson Equipment Company, in the estimated amount of \$467,730.30 through a cooperative purchasing contract with Sourcewell Cooperative Purchasing, and authorizing the City Manager to execute any and all necessary documents.
- H. Consider, and act upon, the award of AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T in the estimated amount of \$699,060.00, and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, the award of contract #W2024-12-I Community Park Playground Equipment, Poured-In-Place Surfacing, and Pavilions at East Meadow Trailhead to WEBUILDFUN, in the estimated amount of \$544,723.99 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any and all necessary documents.
- J. Consider, and act upon, the approval of the renewal of an interlocal agreement for Jail Services for Class “C” Misdemeanors with Collin County Detention Facility, Collin County, Texas, in the estimated annual amount of \$1,000.00 through an interlocal agreement, and authorizing the City Manager to execute any necessary documents.
- K. Consider, and act upon, a Final Plat of David Estate, Lot 1, Block A establishing one lot on 1.671 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 2551 & 2553 Elm Grove Road.
- L. Consider, and act upon, Ordinance No. 2023-50 to abandon Right-of-Ways being a 0.118 acre of the unimproved 5th Street within the F. DE LA PINA Survey, Abstract No. 688, Tract 202 and 0.044 acres of an unimproved alley within the Railroad Addition Block 2, and to waive the requirement for an appraisal for said right-of-ways.
- M. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.
- N. Consider, and act upon, a Farm Lease Agreement for the use of specified City property for hay production to prevent weed overgrowth between the City of Wylie and Ben Scholz, and authorizing the City Manager to execute any necessary documents.
- O. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2023.
- P. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2023.
- Q. Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2023.

REGULAR AGENDA

1. Consider, and act upon, Resolution No. 2023-26(R) casting a vote for a candidate(s) to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024.

WORK SESSION

WS1. Discuss 2023 Collin County Bond Election.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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

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

ES1. Discuss property generally located at Hwy 78 and Spring Creek.

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 October 20, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation

Account Code: _____

Prepared By: Janet Pieper

Subject

Texas Arbor Day.

Recommendation

Presentation

Discussion

The City of Wylie is celebrating Texas Arbor Day on Friday, November 3, between 3:00 p.m. and 5:00 p.m. in the courtyard between the Wylie Recreation Center and Smith Public Library. At this come-and-go celebration, participants may pick up a tree seedling at no charge; tree education opportunities will be available, and visitors can create a take-home craft.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of the October 10, 2023 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

October 10, 2023 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:02 p.m. The following City Council members were present: Councilman David R. Duke, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Sid Hoover, and Councilman Gino Mulliqi. Councilman Dave Strang was absent.

Staff present included: City Manager Brent Parker; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Police Lieutenant Trey Cotten; Fire Prevention Division Chief Cory Claborn; Assistant Finance Director Ron Arp; Public Information Officer Craig Kelly; Community Services Director Jasen Haskins; City Secretary Stephanie Storm; City Engineer Tim Porter; Public Works Director Tommy Weir; Purchasing Manager Chris Rodriguez; Parks and Recreation Director Carmen Powlen; Library Director Ofilia Barrera; Project Engineer Jenneen Elkhaid; Crime Victim Advocate Kisha Voss; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Fire Prevention Week.

Mayor Porter presented a proclamation proclaiming October 8-14, 2023, as Fire Prevention Week in Wylie, Texas. Fire Chief Brandon Blythe, Fire Prevention Division Chief Claborn, Deputy Fire Marshal Joe Wetzell, and Firefighter/Paramedic Richard Hollien were present to accept the Proclamation.

PR2. Domestic Violence Awareness Month.

Mayor Porter presented a proclamation proclaiming October 2023, as Domestic Violence Awareness Month in Wylie, Texas. Police Lieutenant Cotten, Crime Victim Advocate Voss, and Hope's Door New Beginning Center Megan Flynn Valdez were present to accept the Proclamation.

COMMENTS ON NON-AGENDA ITEMS

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There were no persons present wishing to address the Council.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the September 26, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2023-49 setting the time and place for all regular City Council Meetings in the 2024 calendar year.
- C. Consider, and act upon, a First Amendment to Interlocal Cooperation Agreement for Jail Services between the City of Wylie and the City of Parker, and authorizing the City Manager to execute any necessary documents.
- D. Consider, and act upon, the award of contract #W2024-01-I Community Park and East Meadow Restrooms to RFL, a CorWorth Company, in the amount of \$670,900.00, and authorizing the City Manager to execute any and all necessary documents.
- E. Consider, and act upon, a donation from the Wylie Baseball Softball Association in the amount of \$42,268.20, for the installation of artificial turf at the home plate circles and pitching mounds located at Community Park baseball fields.
- F. Consider, and act upon, a Final Plat of Beaver Creek Estates, Lot 1-10, Block A establishing 10 residential lots on 17.053 acres in the City of Wylie Extra Territorial Jurisdiction, property located at the southeast corner of Beaver Creek Road and Fox Hollow.
- G. Consider, and act upon, a request to construct a new residential structure, located at 111 Keefer Street within the Downtown Historic District.

Councilman Mulliqi requested Item D, Councilman Williams requested Item F, and Councilman Duke requested Item G be pulled from the Consent Agenda and considered individually.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mulliqi, to approve Consent Agenda Items A, B, C, and E as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

REGULAR AGENDA

- D. Consider, and act upon, the award of contract #W2024-01-I Community Park and East Meadow Restrooms to RFL, a CorWorth Company, in the amount of \$670,900.00, and authorizing the City Manager to execute any and all necessary documents.

Council Comments

Councilman Mulliqi asked if the current restrooms will be able to be utilized while renovations are being done. Stowers replied the restroom structure will have to be removed soon, but there will be portable toilets available during the renovations and the baseball field concession stand restrooms will remain open. Mulliqi asked if there would be safety fencing around the area during construction. Stowers replied a security fence will be added once they start construction. Mulliqi asked if the basketball courts would remain open. Stowers replied the basketball courts would be available as the fence would only be around the area under construction. Councilman Williams confirmed this contract reflects the initial approved plans and design and is within budget. Stowers replied this is for the approved plans and design, and added it is actually under budget.

Council Action

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

- F. Consider, and act upon, a Final Plat of Beaver Creek Estates, Lot 1-10, Block A establishing 10 residential lots on 17.053 acres in the City of Wylie Extra Territorial Jurisdiction, property located at the southeast corner of Beaver Creek Road and Fox Hollow.

Council Comments

Councilman Williams asked where this subdivision was getting their sewer from. Haskins replied with the lots all being over one acre in size, they are utilizing septic systems which will go through the county approval process. Matt Atkins, representing Teague Nall Perkins, added this project will be permitted through the county and will have an onsite septic treatment plant and self-contained aerobic system.

Council Action

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

G. Consider, and act upon, a request to construct a new residential structure, located at 111 Keefer Street within the Downtown Historic District.

Staff Comments

Community Services Director Haskins addressed the Council stating the applicant has requested to build a single-family home of about 2,100 square feet on a 5,259 square-foot lot that is located at the southwest corner of Keefer and Marble. The applicant is proposing a craftsman-style home and has provided elevations and colors. Staff reviewed the plans and based on the information provided, it does meet the criteria for a craftsman-style home.

Council Comments

Councilman Mulliqi stated the Zoning Ordinance states the garage has to be separate from the main structure; however, the submitted plans show the garage is within the main structure. Haskins replied the Zoning Ordinance was discussed amongst staff, and since the garage is not being used as an accessory structure, and with new-style craftsman homes allowing garages to be a part of the home, it did not need to be detached from the home. Mayor Porter asked about setback verbiage which states for corner lots, side yards should be treated as front yards and have the same requirement as the primary front yard; however, on the proposed plans one side yard is five feet. Haskins replied the verbiage is referring to the side yard that faces the street. Porter expressed concerns with the interpretation of the verbiage in the Zoning Ordinance. Porter asked for the setbacks of the home next door and added he felt the intent of the Zoning Ordinance is that the garage should be separate. Haskins replied the houses near this property have three to five feet setbacks, and added the setbacks do meet the letter of the law as they meet the average by utilizing the setbacks of the nearby houses. Councilman Williams asked if a site plan or layout was submitted. Porter added there was one included in the Historic Review Commission (HRC) agenda packet.

Citizen Comments

The following individuals addressed the Council:

Allison Stowe stated when this item came before the HRC several items did not meet the ordinance requirements and added the City has to be cautious to not set a precedent of not following the requirements that were established.

Sandra Stone stated the garage should be a separate building, historic homes need to be built, is okay with vinyl windows as long as they are craftsman-style, the plans have a double sliding glass door on the back of the house which is not traditional craftsman, the proposed home is too big for this lot, and requested Council deny this item.

Angelica Hernandez, the applicant, stated they have tried making the home as close as possible to a craftsman-style home but have challenges with the small lot size and restrictions with the setbacks. They have worked through a lot of the items in the ordinance and feel they have made it look like a craftsman-style home.

Council Comments

Porter asked about the purpose of encourage versus discourage if we have homes coming through that have a lot of discourage items. Haskins replied the purpose is to allow for some variance but guide in a direction. Williams asked if they were proposing the use of regular windows as the depiction looks like regular windows, not craftsman-style. Haskins replied a true craftsman-style typically has the grill on the top. Williams suggested in the future the depictions be specific to show the differences. Councilman Duke stated this home has some elements of a craftsman-style but does not look like other craftsman-style houses. Mulliqi asked if the ordinance requirement for a separate accessory structure is for houses that are already existing to allow for a separate structure. Haskins replied the

ordinance could apply to a new home, not just an existing one. Mulliqi asked if they could convert the proposed garage to a bedroom. Haskins replied the ordinance requires two enclosed parking spaces. Porter stated the railing was added on and asked if it was on all three sides. Haskins replied it is on two sides. Porter asked if the proposed windows in the garage would be see-through. Hernandez replied they would be see-through. Williams asked if the new home built at Ballard and Brown with the separate garage would be considered an attached or detached garage. Haskins replied the Building Official considers that attached as the walkway shares a common roof with the home.

Council Action

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

- 1. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Agricultural (AG/30) to Single Family 10/24 (SF 10/24) on 15 acres, Townhouse District (TH) on 3.8 acres, and Commercial Corridor (CC) on 4 acres. Property generally located at and around 605 Country Club Road (ZC 2023-15).**

Staff Comments

Community Services Director Haskins addressed the Council stating the applicant is requesting to rezone 25 acres that are currently zoned AG to 15 acres consisting of 45 single-family residential, four acres of town homes that would contain 30 residential homes, four acres of commercial for 2,500 square feet of commercial space, and a little over two acres of open space. This property is located north of Fire Station 2 on Country Club, and the future land use plan does have it listed as local commercial and low-density residential so it is compatible with the plan. The applicant is not asking for any variances, it is straight zoning; therefore, they will be required to meet all of the requirements of the Zoning Ordinance. Staff mailed 41 notifications within 200 feet as required by state law and received nine back in opposition. In addition, staff received 32 protest forms from outside of the notification area. Haskins added during the Planning and Zoning (P&Z) Commission public hearing, several citizens expressed concerns with traffic and the proposed commercial property, and some spoke in support of the property as it follows the Zoning Ordinance and the future land use plan. The P&Z Commissioners did vote 6-1 to recommend approval with the stipulations that Washington Street be open to this development for emergency vehicles only, and that a traffic impact analysis be required before plating.

Applicant Comments

Ahmed Helaluzzaman, representing Amazing Concept LLC, gave a brief presentation on College Park including the land area, the 2022 Comprehensive Plan, the concept plan, the site data, the commercial area and trip generation details, and the townhome and single-family building elevations.

Council Comments

Mayor *pro tem* Forrester stated the presentation did not take into account the feedback that the Council gave at the previous work session including no flat roofs, the look of the homes does not match the surrounding area, and having single-car garages instead of double-car garages. Forrester stated he was disappointed in the site plan as it appears the comments made by the Council were not taken seriously. Helaluzzaman replied the building elevations are preliminary and after the comments were received by Council, they did not redo the entire presentation reflecting those changes; however, did add a slide showing a sloping roof on the backside for privacy. Forrester stated if the item is approved as presented this evening then the developer could build it as is, which does not match what is being stated, and added, making no changes to the previous presentation reflecting the feedback appears there was no preparation for tonight's Council meeting. Helaluzzaman replied that for the flat roofs, they will follow the standard ordinance for single-family homes. Councilman Williams stated he appreciated them coming to the work session to gather input; however, bringing back the same presentation from the work session with no changes seems like the work session was a waste of time. Helaluzzaman apologized for the misunderstanding on his part in that since they are requesting no variances and are doing straight zoning, a flat roof would not be allowed. Councilman Mulliqi agreed with Forrester and Williams.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 7:19 p.m. asking anyone present wishing to address Council to come forward.

The following individuals addressed the Council:

Shaun Keefer expressed concerns with traffic on Country Club Road, overcrowding at the schools, knew something would be developed on this property but townhomes and retail are not the answer, and nothing in Wylie looks like this development.

DeAnn Montney expressed concerns with traffic on Country Club Road, the pathway through the subdivision, increased noise with construction, and debris.

Wendy Good expressed concerns about flooding, increased traffic, adding commercial buildings and businesses, and other creative ways to use the land.

Steve Monier expressed concerns with flooding behind the homes with Muddy Creek, block Washington with a gate for Fire Department access only, and understands growth and is fine with homes as long as they meet the neighborhood.

Gayla Dahl and David Dahl were no longer present to address the Council.

Melia Abreo expressed concerns with traffic, the ISD capacity, and safety within the neighborhood by adding an access point.

Aleksandra Rolfson expressed concerns with adding to Country Club Road traffic, building setbacks on single-family homes, size of the backyard, maintenance of the pickleball and basketball courts and playground, detention pond, mailbox cluster location, the impact on the ISD, and stated the elevations do not look like anything located in Wylie and does not fit in.

Feras Ghaze stated he supports this project, and that we can find a solution to the concerns.

Darin Reeves stated he knew something would be built in this area but did not expect a hodge podge, and added there is nothing like this in Wylie. He stated he is not opposed to change, but this project does not make sense.

Gloria Holley stated she would like to see nicer homes built that are spread out and do not consist of so many different types, and she was not sure about the commercial piece of the project.

Mayor Porter closed the public hearing at 7:44 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mulliqi, to deny Item 1 as presented. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

Mayor Porter convened the Council into a break at 7:45 p.m.

Mayor Porter reconvened the Council into Regular Session at 7:57 p.m.

2. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP) on 1.814 acres to allow for a Smoke Shop Use. Property located at 456 Country Club Road Suite 126 (ZC 2023-16).**

Staff Comments

Community Services Director Haskins addressed the Council stating the applicant is asking for a special use permit (SUP) for a vape shop at 456 Country Club Road. The SUP does ask for a couple of variances to the Zoning Ordinance including being allowed in neighborhood services, no smoke shop established being within 1,500 feet of

another smoke shop, and being within 300 feet of a private school. Staff sent notices to six property owners and there was one response received in favor and two in opposition. After discussing the proximity to similar businesses and the private school the Planning and Zoning Commission did recommend denial by a unanimous vote of 7-0. Haskins stated that, in light of that, it would take a supermajority vote by the Council to overturn that decision.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 7:59 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 8:00 p.m.

Council Action

A motion was made by Councilman Mulliqi, seconded by Councilman Williams, to deny the writing of an ordinance for a change in zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP) on 1.814 acres to allow for a Smoke Shop Use. Property located at 456 Country Club Road Suite 126 (ZC 2023-16). A vote was taken and the motion passed 6-0 with Councilman Strang absent.

3. **Consider, and act upon, the award of a professional services project order (PSPO) #W2023-84-E for the Historic Downtown Traffic & Drainage Improvements Phase 1, Project to Kimley-Horn and Associates, Inc. in the amount of \$1,367,700 and authorizing the City Manager to execute any necessary documents.**

Staff Comments

City Engineer Porter addressed the Council stating staff and Kimley-Horn and Associates, Inc. have put together a first phase for design, including an extension of Birmingham Street, drainage, traffic patterns, updates to two signals, installing two new signals, and establishing a theme for downtown to help move forward with downtown renovations for Council's consideration.

Council Comments

Mayor Porter asked for Birmingham Street, is that surface detention/retention or Phase 1 of the underground. City Engineer Porter replied a little of both as they are going to look at the detention that's proposed along the west side of Birmingham Street, and also look at getting the drainage along Birmingham Street underground. Mayor Porter asked if striping includes designing or planning for the new sidewalks that will go in on Ballard Avenue. City Engineer Porter replied Phase 1 does not include all the updates to the sidewalks, parallel parking, and lighting, but those could be part of Phase 2, which would be a more detailed design of each block as the City gets additional funding. Parker added there will be several work sessions going forward to get the Council's vision for the downtown area. Councilman Williams confirmed the bond for the downtown area was \$5 million, and Phase 1 will cost about \$1.3 million. City Engineer Porter clarified the \$1.3 million is for design only, no construction, and whatever funds are remaining after design will be utilized for construction in phases on design items identified by staff and Council. Williams asked what is the bulk of the cost of the \$1.3 million, and what was the discrepancy when funding was allocated. Parker added it was decided that \$5 million would be allocated for the downtown bond package, and at the time, did not know the actual costs. The \$5 million allocated is to get some of the Phase 1 items accomplished. Mayor Porter added the \$5 million was a recommendation from the Bond Committee and was open-ended for use. Mayor *pro tem* Forrester stated he understands we cannot start without a design, but asked what are the deliverables at the end of the day. City Engineer Porter replied this scope over the next year and a half will help identify the next steps and put plans together, but included as Phase 1 is one-way streets, and to do that, signals will be added. Forrester confirmed that once this design is complete, certain things can be implemented with the remaining funds. City Engineer Porter replied that was correct and added this is the last design or study that will be done before we start seeing work take place downtown. Councilman Mulliqi asked if these designs are going to take a year and a half, should this design be expanded through to Highway 78 to include the new developments at Brown Street and Highway 78 that are coming as we do not want to have to redo anything in the future. Parker replied the new Brown Street and Highway 78 development is not included in this design project; however, the

EDC is addressing a lot of the aspects as they are developing. One future consideration for the Council is what area should be included within the boundaries of downtown. Mulliqi asked if the walkways for the new Brown Street and Highway 78 development should be included in this design. Mayor Porter clarified the areas in blue are not getting new sidewalks in Phase 1 of the design, only the areas in green where there are new roadways and a decel lane on Highway 78 are included. Mulliqi asked if the new traffic lights are taking the new development into account so they do not have to be redone later. City Engineer Porter replied they have had discussions and anticipate future layouts when designing as they do not want to have to come back to redo anything that has already been done. Councilman Duke expressed concerns about what the citizens are getting out of the \$5 million. City Engineer Porter replied there are stages to engineering and unfortunately one does not see a lot during stage 1 as the following has to be completed before further items can be done: a survey, right-of-way acquisition, instruments for easements, geotech investigation, subsurface utility investigation, and archeological survey. Parker added in Phase 1, Ballard Avenue and Birmingham Street will be changed to one-way streets, drainage improvements along Birmingham Street, and new signals will be completed. Duke confirmed that is actual work that will be completed and asked when the design will be completed. City Engineer Porter confirmed that is actual work and is anticipating a year and a half for the design process. Forrester stated he agrees with Mulliqi and believes Brown Street and Highway 78 should start the downtown area, extend down Brown Street to the railroad, and then down Ballard Avenue to Highway 78. Parker replied he agrees with the sentiments and believes the Brown Street and Highway 78 development is being addressed; however, overall, it is a bigger discussion that includes items such as should the south Ballard overlay be included in the downtown area. Williams asked the cost of installing two traffic signals. City Engineer Porter replied they are about \$500,000 each. Williams asked the cost of drainage improvements on Ballard Avenue from Brown Street to Highway 78. City Engineer Porter replied the drainage on Ballard Avenue adds a lot of money to the project. This Phase 1 includes the drainage along Birmingham Street due to the piece of roadway being added, but building a concrete roadway for Ballard Avenue which would then include drainage improvements would be a future project and is not included in Phase 1. Mayor Porter asked what the additional cost would be to add drainage on Ballard Avenue; and possibly swap out the theming and pedestrian wayfinding to include Ballard Avenue as part of the scope. Parker replied the challenge is that there is not enough funding to do it correctly. City Engineer Porter added currently there is not enough money to do Ballard Avenue, and with Phase 1, they are trying to get enough done to set the trajectory of the way we want downtown to go in the future. Mulliqi stated he feels that we are going to start a project, run out of money, and have to bring back another bond before the voters; we have to have a foundation of where we are going rather than having bits and pieces. Parker replied that it would be Council's decision on whether to use the \$5 million for design only and include no construction; however, the fear with using all of the funding for design is how long the design waits before any construction can begin. City Engineer Porter replied to Mayor Porter that there was a Phase 2 to design two blocks along Ballard Avenue with drainage and it was around \$820,000.

The consensus from the Council was that since the beginning, it has been discussed that downtown renovations would be completed in phases, and this first step is a great start to show progress and lay the groundwork.

Council Action

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

4. Consider, and act upon, Resolution No. 2023-25(R) casting a nomination for a candidate for the Board of Directors of the Collin Central Appraisal District.

Council Comments

Mayor Porter stated there are specific requirements listed in the agenda packet for a candidate, and added if the Council does not have an individual to recommend, the Council is not required to take action.

Council Action

No action was taken on Item 4.

Mayor Porter convened the Council into a break at 8:50 p.m.

Mayor Porter reconvened the Council into Regular Session at 9:01 p.m.

WORK SESSION

Mayor Porter convened the Council into a Work Session at 9:01 p.m.

WS1. Wylie Fire Rescue overview of the EMS Division providing emergency medical services to the citizens of Wylie, Texas to begin in October 2024.

Fire Chief Blythe gave a presentation on the history of Wylie Fire Rescue, the Southeast EMS Coalition, the current agreement with Paramedics Plus, current evaluation of operations - call volume and operation, timeline, the need for change, review of nearby jurisdictions, ambulances per 1,000 population city statistics, EMS call volume trend, service/benefits/impacts, goals of the new division - changes implemented, ambulance service plan, hospital destinations, benefits of the new plan, the EMS division, FY 2024 organizational chart, staff training and certification, equipment overview including fleet, Lifepaks, cots, stair chairs, key challenges - contractual, medical control, medical direction - status, other contracts/considerations, financial review including initial budget and one-time expenses vs. ongoing expenses, revenue projections, billing and collection services, and coming soon.

Council questions and comments included are we concerned that Paramedics Plus might try to find another customer and back out of the contract early, how many service calls go outside of Wylie, will the cities that want to stay involved still be a part of a coalition, what stress would it put on the system for response times in the City, are we taking into consideration Lavon's growth when it comes to staffing, would ILA's be completed with surrounding communities, are certifications of firefighters being hired in Lavon comparable to Wylie, do we currently respond to areas outside the city of Lavon, legal responsibility currently falls on the third party but moving forward it would fall on the City, how will the non-emergency transfer service be handled, are we providing subsidy for personnel in Paramedic school and requiring the signing of an agreement, does staff see an issue with future staffing, do not want to overwork the current staff, what is the goal for the number of units, who will conduct chart reviews, what is the cost for an ambulance at this time, revenue from partner cities (coalition), answering calls outside of the City takes additional time and an ambulance away from the citizens, are we including capital when figuring the cost for surrounding cities, an option of adding an annual capital cost in the ILA, would like to cover the cost as much as possible, pass along the same costs to coalition cities, and will a third-party company be used for billing.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 10:15 p.m.

READING OF ORDINANCES

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

City Secretary Storm read the caption of Ordinance No. 2023-49 into the official record.

ADJOURNMENT

A motion was made by Councilman Duke, seconded by Mayor Porter, to adjourn the meeting at 10:15 p.m. A vote was taken and the motion passed 6-0 with Councilman Strang absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Police
Prepared By: Anthony Henderson

Account Code: _____

Subject

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

Recommendation

Motion to approve the Item as presented.

Discussion

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

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

RESOLUTION NUMBER 23-R-1073

A RESOLUTION OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AUTHORIZING THE SECOND AMENDMENT AND RATIFYING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR DETAINEE LOCKUP (JAIL) SERVICES BETWEEN THE CITY OF MURPHY, TEXAS AND THE CITY OF WYLIE, TEXAS.

WHEREAS, the City Council desires to authorize the City Manager to negotiate and execute the Second Amendment to the contract between the City of Murphy, Texas, and the City of Wylie, Texas for the City of Wylie to provide handling, processing, housing and detention of persons (detainees) arrested by the Murphy Police Department pursuant to the terms in the amendment attached hereto as *Exhibit "A"*; and

WHEREAS, the Participants are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, and

WHEREAS, Wylie and Murphy have adopted a resolution or ordinance by their respective governing bodies that authorize Wylie and Murphy to enter into this Second Amendment, which is attached hereto as *Exhibit "A"* and incorporated herein by reference for all purposes.

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

SECTION 1. The City Council hereby authorizes Allen Barnes, Interim City Manager of the City of Murphy, Texas, to negotiate and execute the Second Amendment to the Interlocal Cooperation Agreement and scope of services, attached hereto as *Exhibit "A,"* with the City of Wylie for Jail Services.

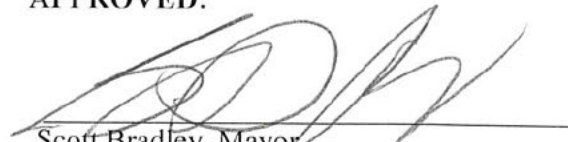
SECTION 2. The City Council hereby ratifies the First Amendment to the same Interlocal Cooperation Agreement for Jail Service previously signed by the parties in November 2021, attached hereto as *Exhibit "B."*

SECTION 3. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this 3rd day of October 2023.



APPROVED:



Scott Bradley, Mayor
City of Murphy

ATTEST:




Kandi Jackson, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:



Wm. Andrew Messer, City Attorney



Second Amendment to Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement for Jail Services dated February 10, 2021, which is incorporated herein by reference for all purposes ("Original Agreement") and together with a First Amendment dated November, 2021, (collectively the "Agreement"), wherein Murphy contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Murphy Police Department.
2. The parties desire to amend the Agreement as set forth in this Second Amendment and to otherwise agree as set forth herein.

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

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

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

"3.01 Jail Fees

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

Section 2: Defined Terms

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

Section 3: Ratification

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

Section 4: Controlling Agreement

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

Section 5: Entire Agreement/Second Amendment

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

Section 6: Authority to Execute

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

Section 7: Counterparts

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

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

City of Wylie, Texas

By: _____

Date: _____

Print Name: Brent Parker

Title: City Manager

Agency: City of Murphy, Texas

By:  _____

Date: 10/06/2021

Print Name: Allen Barnes

Title: Interim City Manager

Interlocal Cooperation Agreement for Jail Services

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

RECITALS:

1. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Murphy Police Department, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

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

Section 1: Definitions

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

Section 2: Term

2.01 Term

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration of the then-current term, subject to acceptance of the other party.

2.02 Termination

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

Section 3: Jail Fees

3.01

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

3.02

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other cost of services assessed for such reporting period.

3.03

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

Section 4: Jail Services

4.01

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

4.02

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit..
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.

- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.
- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

Section 5: Medical and Transport Services

5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

5.02

Wylie shall provide medical, emergency and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.

5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a) Reactivation of the warrant(s) for which the detained is being held;
- (b) Charges are filed at large; or
- (c) Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a) Wylie will arrange for transport of all detainees to the appropriate facility.
- (b) Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c) Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d) Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e) If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's

hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

Section 6: Civil Liability

TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Agency or the Wylie. Neither party will sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

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

With regard to the provision of a defense under this paragraph, the parties shall cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the parties' supervision or control.

Section 7: Amendment

This agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under Section 791.011(d) of the Government Code.

Section 8: Controlling Law; Venue

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

Section 9: Contingency Plan

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

Section 10: Notices

10.01: Notice

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

if to Wylie:

, City Manager
Wylie Municipal Complex
300 Country Club Rd., Building 100, 1st floor
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson
Wylie Police Department
2000 N. Hwy 78
Wylie, TX 75098

if the Agency, to:

Mike Castro, City Manager
City of Murphy
206 North Murphy Road
Murphy, Texas 75094

with a copy to:

Chief Ron Davis
Murphy Police Department
206 North Murphy Road
Murphy, Texas 75094

Section 11: Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

Section 12: Counterparts

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

Section 13: Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under this Agreement.

Section 14: Exclusive Right to Enforce this Agreement

Wylie and the Agency have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement. 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.

Section 15: Prior Agreements Superseded

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

Section 16: No Partnership or Agency

The parties hereto have not created a partnership, and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf

of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

Section 17: Severability

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

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

City of Wylie, Texas

By: Brent Parker

Brent Parker *Interim* City Manager

Date: 10/21/21

Agency: City of Murphy, Texas

By: Mike Castro

Mike Castro, City Manager

Date: 10/19/21



Wylie City Council

AGENDA REPORT

Department: Public Works
Prepared By: Christopher Rodriguez

Account Code: 611-5714-58850

Subject

Consider, and act upon, the approval of the purchase of a CUES C550 Portable Camera System from CLS Equipment Co. Inc, in the estimated amount of \$64,800.00 through a cooperative purchasing contract with BuyBoard Purchasing Cooperative and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wastewater Collection Maintenance Division is planning to purchase new portable camera equipment to replace the current outdated equipment used in the sanitary inspection camera van.

This upgrade will enable the Wastewater Division staff to continue carrying out camera inspections of the wastewater collection sewer lateral lines, sewer main lines, and sanitary manholes. By investing in this new camera equipment, the City of Wylie staff will be able to systematically collect data as part of the Capacity Maintenance Operations Plan (CMOM). The findings obtained from the data analysis of the camera inspections will help the City to pinpoint areas in the wastewater collection system that require immediate attention and repairs.

Staff recommends the purchase of a CUES C550 Portable Camera System from CLS Equipment Co. Inc, in the estimated amount of \$64,800.00. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-5-I /BuyBoard Contract #676-22



Wylie City Council

AGENDA REPORT

Department: Purchasing **Account Code:** 112-5614-58850
Prepared By: Christopher Rodriguez

Subject

Consider, and act upon, approval of the purchase of a Toro Groundsmaster 5900 Mower to Professional Turf Products L.P., for the estimated amount of \$138,809.73, through a cooperative purchasing contract with BuyBoard and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Parks and Recreation Department is seeking approval from City Council to award a contract to Professional Turf Products L.P. for the purchase of a replacement Toro Groundsmaster 5900 Mower.

Parks and Recreation currently have two of these 5900 mowers in our fleet. One of the mowers is used strictly for athletic fields as a finish mower. The other, mows all other large properties, as well as some rough areas. The Department is seeking to replace the one that mows large properties and rough areas. This mower was purchased in 2010, and will have well over 1500 hours once it has been replaced. The plan will be to rotate the two mowers. We will move the existing athletic field finish mower to the large properties and rough areas, and the new one will be the new finish mower for the athletic fields.

Staff recommends the award of a Toro Groundsmaster 5900 Mower to Professional Turf Products L.P., in the estimated amount of \$138,809.73 as providing the best value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-6-I/BuyBoard Contract 706-23



Wylie City Council

AGENDA REPORT

Department: Public Works
Prepared By: Christopher Rodriguez

Account Code: 611-5712-58510

Subject

Consider, and act upon, the approval of the purchase of a 2025 International 6-yard dump truck from Southwest International Trucks in the estimated amount of \$121,760.18 through a cooperative purchasing contract with BuyBoard, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Water Division is planning to purchase a 6-yard dump truck, which will be used to repair and restore water lines at previous excavation sites.

This equipment will also assist in carrying machinery on a trailer to and from construction sites. Currently, the Water Division has two excavation crews that share a 12-yard dump truck; however, this truck can be difficult to maneuver in narrow subdivision roads and alleys, making it less efficient and potentially unsafe for the crew and residents' vehicles parked on the street.

By using a 6-yard dump truck, the crew can work in tighter areas without having to make multiple trips to get materials to the work site. This will also make it easier to perform routine repairs and after-hours work in areas with limited space. Overall, the purchase of a 6-yard dump truck will improve the efficiency and safety of the Water Division's operations.

Staff recommends the purchase of a 2025 International Dump Truck from Southwest International Trucks, in the estimated amount of \$121,760.18. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-7-I /BuyBoard Contract #601-19



Wylie City Council

AGENDA REPORT

Department: Public Works
Prepared By: Joel Pieper

Account Code: 100-5411-58510

Subject

Consider, and act upon, approval of the purchase of a 2023 Chevrolet Medium Duty 5500 Versalift Aerial Bucket Truck for the estimated amount of \$174,026.00 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of the request to purchase the 2023 Chevrolet Medium Duty 5500 Versalift Aerial Bucket Truck is to replace the current 14-year-old bucket truck with over 6,800 increasing usage hours, which the City of Wylie originally purchased from the City of Allen.

It is essential for our Traffic Signal Technicians to utilize the safest equipment possible while working aerial within busy intersections to keep our 26 traffic signals operating smoothly. Most important is the benefit of the requested new bucket truck's added safety features, including outriggers, which keep the truck stable on the ground when doing aerial signal maintenance, a function the current bucket truck does not have. Due to its extensive usage and age, the current bucket truck also requires frequent maintenance and repair; therefore, the revenue enhancements associated with this request will reduce operating costs due to mechanical breakdowns.

Staff recommends the purchase of a 2023 Chevrolet Medium Duty 5500 Versalift Aerial Bucket Truck from Versalift as providing the best overall value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code and, by doing so, satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-9-I/Sourcewell Contract # 110421-TIM



Wylie City Council

AGENDA REPORT

Department: Public Works
 Prepared By: Purchasing

Account Code: 611-5712-58510

Subject

Consider, and act upon, the approval of the purchase of a Hydro-Excavator (Freightliner FL 114SD) from Patterson Equipment Company, in the estimated amount of \$467,730.30 through a cooperative purchasing contract with Sourcewell Cooperative Purchasing, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Water Division is replacing Unit 167 (a 2004 F750) which has been in use for 19 years with a new Hydro-Excavator (Freightliner FL 114SD).

The Hydro-Excavator equipment is used to hydro-vac and expose franchise utility cable, fiber optic, and gas lines before making repairs to water service lines, fire hydrants, water valves, and water main lines during excavations.

Use of Hydro-Excavator equipment helps to eliminate damage to cables, electric, fiber optics, gas, and water service lines in excavated areas with tight spaces. This improves productivity because the use of backhoe equipment in excavations involving utilities near damaged water lines can be a time-consuming process.

Staff recommends the purchase of a Hydro-Excavator (Freightliner FL 114SD) from Patterson Equipment Company, in the estimated amount of \$467,730.30. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-4-I/Sourcewell Cooperative Purchasing #101221-SPL



Wylie City Council

AGENDA REPORT

Department: Communication

Account Code: 100-5241-56120

Prepared By: Purchasing

Subject

Consider, and act upon, the award of AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T in the estimated amount of \$699,060.00, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie's current 911 system equipment is maintained by AT&T through a Hosted Site Solution. The hosted site houses the servers where it is monitored on a 24-7 basis. AT&T has continued to provide the City with exceptional service and reliability to Wylie PSC.

Expenses included in the five (5) year agreement include the annual lease, maintenance, support, refresh, and upgrades of five (5) console positions (\$10,800 a year per position) and two (2) custom mobile command post units (\$10,800 a year per position).

The agreement also includes Text to 911 at \$9,600 per year, \$52,000 for the purchase of two (2) custom mobile command post units to replace existing units (to be paid over five years), and \$32,000 (to be paid over five years) for an additional router to be installed at AT&T's secondary host site location for redundancy purposes.

This contract also includes the addition of Rapid Deploy, a 911 mapping and analytics program, costing \$31,332 annually. Rapid Deploy combines information we currently receive on separate platforms, placing it on one screen and enhancing the data. Rapid Deploy also allows us to initiate Text-to-911 messages to a caller if necessary, as well as communicate in several different languages. Finally, it will provide a more complex breakdown of 9-1-1 data analytics, allowing for more accurate reports and quality assurance.

Years 1-2 will be invoiced at a cost of \$133,332. Years 3-5 of the agreement will be invoiced at \$144,132 for the addition of an annual lease of one (1) custom mobile command post unit (an additional \$10,800 per year).

Staff recommends the award of contract W2024-03-A for AT&T E Hosted 9-1-1 Services from Southwestern Bell Telephone Company, d/b/a AT&T under Texas Local Government Code 252.022.a.2 as exempt from competitive bidding as "a procurement necessary to preserve or protect the public health or safety of the municipality's residents."



Wylie City Council

AGENDA REPORT

Department:	<u>Purchasing</u>	Account Code:	<u>112-5614-58150/ 470-5470-58150</u>
Prepared By:	<u>Christopher Rodriguez</u>		

Subject

Consider, and act upon, the award of contract #W2024-12-I Community Park Playground Equipment, Poured-In-Place Surfacing, and Pavilions at East Meadow Trailhead to WEBUILDFUN, in the estimated amount of \$544,723.99 through a cooperative purchasing contract with Sourcewell and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Parks and Recreation Department is seeking approval from City Council to award a contract to WEBUILDFUN to add additional playground equipment to Community Park playground. In addition, this contract will be to add poured-in-place surfacing to the playground, and to fabricate and install the pavilion and gateway structure at the East Meadow Splash Pad.

This project will include an additional 3-bay swing set with a stand-alone swing between the new and existing swing set. A Nexus Velocity multi-climber will be added between the two modular structures, as well as a few stand-alone components to complete the Community Park Playground. In addition, the playground will receive poured-in-place surfacing to remove the existing wood fibers, and match the same surfacing as Olde City Park playground. This contract will allow for another project to be added. The project to be added, will be to fabricate and install the pavilion and gateway structure, that will be located at the East Meadow Splash Pad.

Staff recommends the award of contract #W2024-12-I Community Park Playground Equipment, Poured-In-Place Surfacing, and Pavilions at East Meadow Trailhead to WEBUILDFUN, in the amount of \$544,723.99 as providing the best value to the City. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #2024-12-I/Sourcewell Contract #010521-LTS-3



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Chris Rodriguez

Account Code: 100-5211-56040

Subject

Consider, and act upon, the approval of the renewal of an interlocal agreement for Jail Services for Class “C” Misdemeanors with Collin County Detention Facility, Collin County, Texas, in the estimated amount of \$1,000.00 through an interlocal agreement, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The original interlocal agreement with Collin County Detention Facility for the housing of persons accused of or convicted of a class “C” misdemeanor. This agreement provides additional resources for the City at the rate of \$107.30/day/inmate. Staff recommends the renewal of this interlocal agreement with a term of October 1, 2023 – September 30, 2024.

Collin County Detention Facility Court Order #2023-899-09-25/City of Wylie Agreement #W2020-86-I.

This item is in support of strategic goal Health, Safety and Well-Being of Wylie citizens.

Inmate per day Expense Entity Impact

Entity	FY 2019 Actual Paid	FY 2020 Actual Paid	FY 2021 Actual Paid	FY 2022 Actual Paid	FY 2022 Inmate Days Utilizing FY 2024 Adopted Rate	FY 2023 YTD Actual Paid
Anna	\$ 4,395.09	\$ 4,543.88	\$ 4,296.27	\$ 3,057.60	\$ 5,579.09	\$ 688.86
Anna ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Baylor Scott & White	-	-	-	-	\$ -	\$ -
Celina	3,589.86	2,271.94	822.69	1,117.20	\$ 2,038.51	\$ 153.08
Collin Co. Community College	-	-	274.23	58.80	\$ 107.29	\$ -
Community ISD	-	-	-	-	\$ -	\$ -
DART	-	188.94	-	294.00	\$ 536.45	\$ -
Fairview	188.94	98.78	639.87	176.40	\$ 321.87	\$ 306.16
Farmersville	3,873.27	1,284.14	1,462.56	940.80	\$ 1,716.64	\$ -
Farmersville ISD	-	-	-	-	\$ -	\$ -
Josephine	-	98.78	-	-	\$ -	\$ -
Lavon	1,133.64	790.24	-	-	\$ -	\$ 153.08
Lucas	94.47	-	-	-	\$ -	\$ -
McKinney	70,285.68	36,977.85	33,090.42	20,756.40	\$ 37,873.45	\$ 5,817.34
Melissa	3,495.39	3,457.30	5,119.06	2,822.40	\$ 5,149.93	\$ 688.86
Murphy	3,400.92	4,642.66	1,279.74	58.80	\$ 107.29	\$ 76.54
Parker	-	395.12	-	-	\$ -	\$ -
Princeton	7,935.48	5,926.80	4,753.32	4,998.00	\$ 9,119.67	\$ 1,607.34
Prosper	3,684.33	4,247.54	914.10	1,058.40	\$ 1,931.22	\$ 1,836.96
Prosper ISD	-	-	-	176.40	\$ 321.87	\$ -
St Paul	-	-	-	-	\$ -	\$ -
Westminister	-	-	-	-	\$ -	\$ -
Wylie	7,179.72	2,271.94	91.41	-	\$ -	\$ -
	\$ 109,256.79	\$ 67,195.91	\$ 52,743.67	\$ 35,515.20	\$ 64,803.30	\$ 11,328.22
Rates	\$ 94.47	\$ 98.78	\$ 91.41	\$ 58.80	\$ 107.30	\$ 76.54
# City Days	1,157	680	577	604		148
Federal Inmate Housing	\$ 952,492.33	\$ 1,179,869.74	\$ 510,154.19	\$ 1,183,665.00	\$ 1,183,665.00	\$ 416,115.00
# Federal Days	13,648	11,944	4,859	11,273		3,963

Facility Utilization

% County	96.16%	96.39%	98.41%	96.70%		97.39%
% City	0.30%	0.19%	0.17%	0.17%		0.09%
% Federal	3.54%	3.41%	1.42%	3.13%		2.52%



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat of David Estate, Lot 1, Block A establishing one lot on 1.671 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 2551 & 2553 Elm Grove Road.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: John David

APPLICANT: A&W Surveyors

The applicant is proposing to create one lot measuring 1.671 acres located outside of the City limits within the City of Wylie Extra Territorial Jurisdiction at 2551 & 2553 Elm Grove Road.

The purpose of the plat is to create one lot from two unplatted parcels of land for tax and marketing purposes. There is an existing single family home, detached garage, and detached carport on the parcels. Those structures will all be contained within the newly created lot and meet ETJ requirements.

The plat shall dedicate five feet of Right of Way for Elm Grove Road.

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

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

P&Z Recommendation

The Commission voted 6-0 to recommend approval.



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2023-50 to abandon Right-of-Ways being a 0.118 acre of the unimproved 5th Street within the F. De La Pina Survey, Abstract No. 688, Tract 202 and 0.044 acres of an unimproved alley within the Railroad Addition, Block 2.

Recommendation

Motion to approve the Item as presented.

Discussion

In accordance with Section 253.009 of the Texas Local Government Code and Section 2.12 of the City of Wylie Subdivision Regulations the Wylie Economic Development Corporation is requesting that the City Council approve the abandonment of Right-of-Ways being a 0.118 acre of the unimproved 5th Street within the F. De La Pina Survey, Abstract No. 688, Tract 202 and 0.044 acres of an unimproved alley within the Railroad Addition, Block 2. The surveys depicting the properties are attached.

The purpose of the request is to allow the owner to expand and create a contiguous plat for the development of the Cooper Plaza Planned Development approved by City Council in January 2023. The EDC is the sole property owner of all properties adjacent to the ROWs and there are no utility easements in the subject property. Currently, the ROWs serve no City related function for access or utilities.

The applicant is requesting Council waive the requirement for an appraisal for said right-of-ways. The EDC is proposing to offer \$1.00 per square foot for a total of \$7,079.00. The Council can waive the requirement for the appraisal, the property cost, neither, or both.

ORDINANCE NO. 2023-50

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, ABANDONING RIGHT-OF-WAYS BEING A 0.118 ACRE OF THE UNIMPROVED 5TH STREET WITHIN THE F. DE LA PINA SURVEY, ABSTRACT NO. 688, TRACT 202 AND 0.044 ACRES OF AN UNIMPROVED ALLEY WITHIN THE RAILROAD ADDITION, BLOCK 2, AND TO WAIVE THE REQUIREMENT FOR AN APPRAISAL FOR SAID RIGHT-OF-WAYS.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described herein as Exhibits “A” and “B”, said right-of-way being approximately 0.162 acres; and

WHEREAS, the Wylie Economic Development Corporation, principal owner of the properties adjacent to said right-of-ways has requested that the right-of-way be abandoned and offered for sale according to State law (LGC Sec 253.009) and the City of Wylie Subdivision Regulations (Section 2.12); and

WHEREAS, the City of Wylie has determined that said right-of-way is no longer needed for public access purposes, provided that existing utilities located within said right-of-way are converted to easements through replatting or other legal instruments by the new owners acquiring said right-of-way; and

WHEREAS, the City of Wylie finds that it is in the public interest to waive the expense of an appraisal and convey the properties for a fair amount to further economic development;

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

SECTION 1: That the described right-of-ways as shown in Exhibits “A” and “B” attached are no longer necessary for public access purposes, provided that existing utilities shall be located within easements, and that said portion of right-of-way should be abandoned in favor of adjacent property owner(s).

SECTION 2: That this abandonment shall extend only to the public right-of-way, title and interest which the City of Wylie, Texas may have in and to said right-of-way, and shall be construed to extend only to such interest that the governing body of the City of Wylie may legally and lawfully abandon.

SECTION 3: That the City of Wylie, Collin County, for and in consideration of \$7,079.00 dollars, have granted, sold, and conveyed, and by these presents do grant, sell, and convey unto the said Wylie Economic Development Corporation, of the City of Wylie, in the state of Texas, all that certain properties as described in Exhibits “A” and “B”. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Wylie Economic Development Corporation or assigns forever. And do hereby bind The City of Wylie, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Wylie Economic Development Corporation, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

SECTION 4: That this ordinance shall be in full force and effect from and after its adoption by the City Council, as the law in such cases provides.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 24th day of October, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: November 1, 2023, in the Wylie News

Exhibit 'A'
N 5th Street Abandonment
5,149 Sq. Ft. / 0.118 Acres

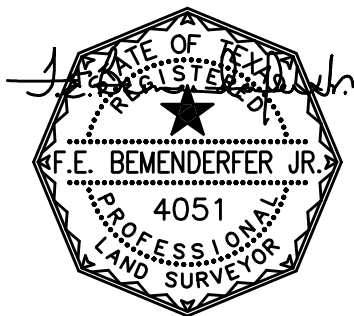
SITUATED in the State of Texas, County of Collin and City of Wylie, being part of the Francisco De La Pina Survey, Abstract No. 688, being a variable width right-of-way of an unimproved roadway (N 5th Street) running from the south right-of-way line of Brown Street in a southerly direction to the northwest property line of a Wylie Economic Development Corporation tract as recorded under County Clerk No. 20191122001493350 of the Deed Records, Collin County, Texas, and lying east of the east line of Lot 1, Block 2 of the Railroad Addition as recorded in Volume 77, Page 495 of the Deed Records, Collin County, Texas;

BEGINNING at a point in the south right-of-way line of Brown Street, marking the northeast corner of said Lot 1, and the northwest corner of the herein described premises;

THENCE with the south right-of-way of Brown Street, South 89°42'02" East, 114.12 feet to the northwest corner of said Wylie Economic Development Corporation tract, and marking the northeast corner of said premises;

THENCE with the northwest line of said Wylie Economic Development Corporation tract, South 51°49'52" West, 145.06 feet to a point marking the southeast corner of said Lot 1, and the southwest corner of said premises;

THENCE with the east line of Lot 1, North 00°02'52" West, 90.24 feet to the Place of Beginning and containing 5,149 square feet or 0.118 acres of land.



N 5th Street Abandonment
5,149 Sq.Ft. / 0.118 Acres
Francisco De La Pina Survey, Abstract No. 688
City of Wylie, Collin County, Texas
October 02, 2023

SHEET 2 OF 2

P:/AC/2023Q4/AC915058.DWG



Roome
Land Surveying

2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100

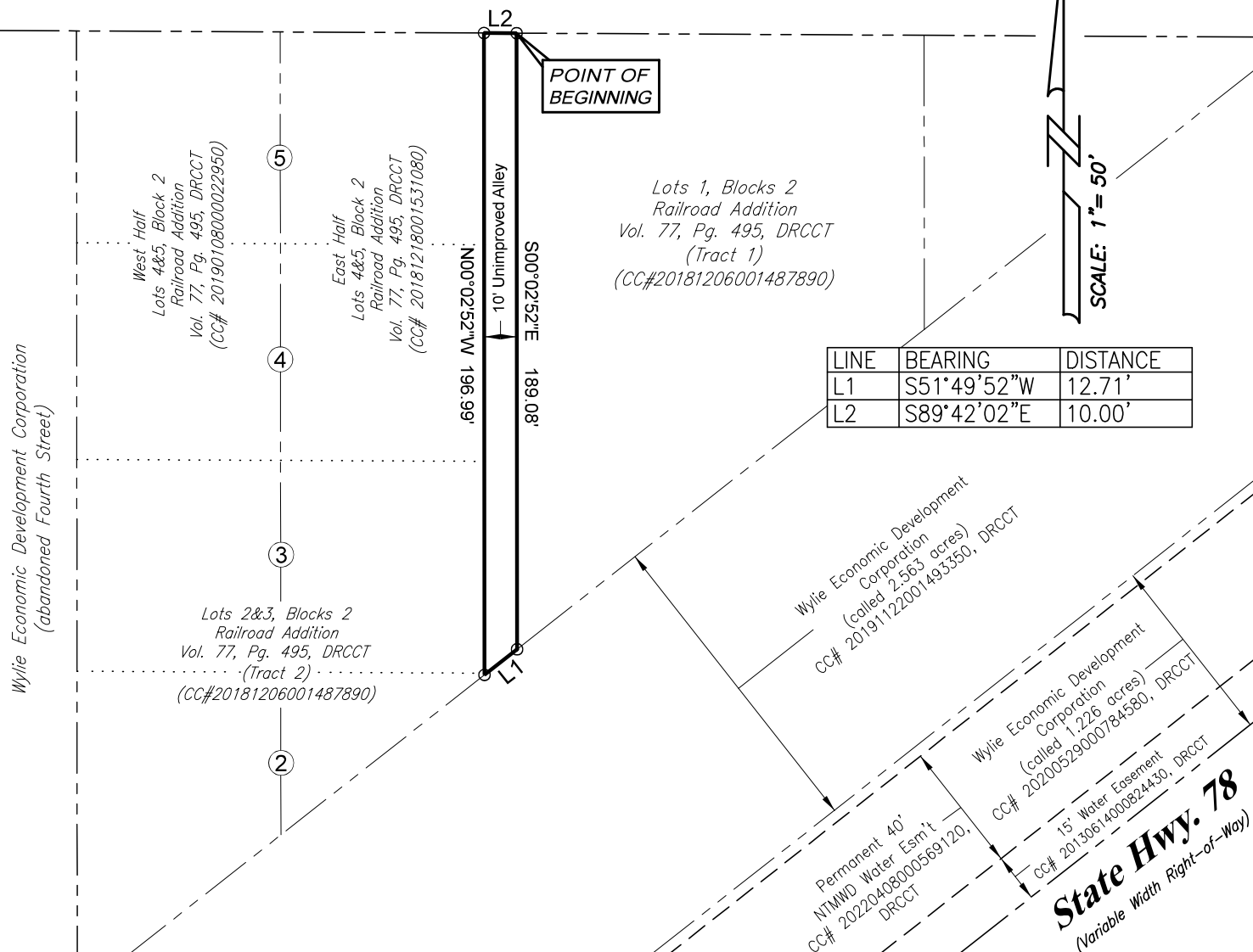
North Texas Municipal Water District
(called 48.595 acres
save & except 4.00 acres)
CC#19941005000907870, DRCCT

Exhibit 'B'

10' Alley Abandonment 1,930 Sq. Ft. / 0.044 Acres

North Texas Municipal Water District
(called 12.149 acres)
Volume 1097, Page 587, DRCCT

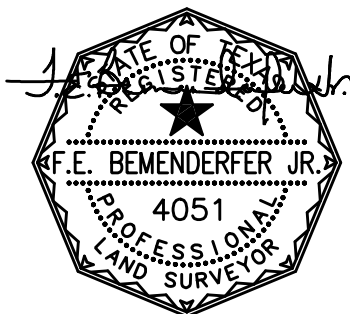
Brown Street (60' Right-of-Way)



Legend

DRCCT Deed Record Collin County Texas
② Railroad Addition Lot Number
CM Controlling Monument

Notes: 1) Survey performed without a title commitment. There may be easements, or other matters, not shown. 2) Source bearing based on Grid North, Texas State Plane Coordinates System NAD83, Texas North Central Zone 4202, as derived by survey grade Global Positioning System.



10' Alley Abandonment
1,930 Sq.Ft. / 0.044 Acres
Francisco De La Pina Survey, Abstract No. 688
City of Wylie, Collin County, Texas
October 02, 2023

SHEET 1 OF 2

P:/AC/2023Q4/AC915058.DWG



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Exhibit 'A'
 10' Alley Abandonment
 1,930 Sq. Ft. / 0.044 Acres

SITUATED in the State of Texas, County of Collin and City of Wylie, being part of the Francisco De La Pina Survey, Abstract No. 688, being a 10' wide unimproved alley running from the south right-of-way line of Brown Street in a southerly direction to the northwest property line of a Wylie Economic Development Corporation tract as recorded under County Clerk No. 20191122001493350 of the Deed Records, Collin County, Texas, and lying east of the east line of Lots 3, 4 & 5, Block 2, and west of the west line of Lot 1, Block 2 of the Railroad Addition as recorded in Volume 77, Page 495 of the Deed Records, Collin County, Texas;

BEGINNING at a point in the south right-of-way line of Brown Street, marking the northwest corner of said Lot 1, the northeast corner of said Alley, and the northeast corner of the herein described premises;

THENCE with the common line of said Alley and Lot 1, South 00°02'52" West, 189.09 feet to a point in the northwest line of said Wylie Economic Development Corporation tract, marking the southwest corner of Lot 1, the southeast of said Alley and said premises;

THENCE with the northwest line of said Wylie Economic Development Corporation tract and the southeast line of said Alley, South 51°49'52" West, 12.71 feet to a point marking the northeast corner of said Lot 2, the southeast corner of Lot 3, the southwest corner of said Alley and said premises;

THENCE with the common line between said Alley and Lots 3, 4 and 5 of said Railroad Addition, North 00°02'52" West, 196.99 feet to a point in the south right-of-way of Brown Street, marking the northeast corner of Lot 5, the northwest corner of said Alley and said premises;

THENCE with the south right-of-way of Brown Street and the north line of said Alley, South 89°42'02" East, 10.00 feet to the Place of Beginning and containing 1,930 square feet or 0.044 acres of land.

10' Alley Abandonment

1,930 Sq.Ft. / 0.044 Acres

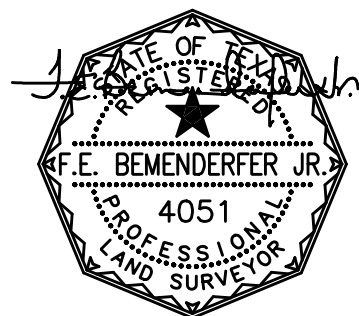
Francisco De La Pina Survey, Abstract No. 688

City of Wylie, Collin County, Texas

October 02, 2023

SHEET 2 OF 2

P:/AC/2023Q4/AC915058.DWG



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Wylie City Council

AGENDA REPORT

Department: Animal Services
Prepared By: Shelia Patton

Account Code: _____

Subject

Consider, and place on file, the Animal Shelter Advisory Board report to City Council.

Recommendation

Motion to approve the Item as presented.

Discussion

The ASAB met on October 11, 2023. The attached minutes and statistical reports were considered, approved, and placed on file. This report is being submitted as required by city ordinance.



Animal Shelter Advisory Board

Minutes

Regular Meeting

July 12, 2023 – 6:00 pm

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Dr. Brad Abraham called to order the Animal Shelter Advisory Board meeting at 6:04 pm. Board members present Shelia Patton, Lt. Matt Miller, Amber Porter, Jeff Forrester, Joe Webb, Laurie Black and Susan Cranford. Quorum is present.

INVOCATION

The invocation was given by Jeff Forrester.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate, or take action on any matter presented during citizen participation.

REGULAR AGENDA

1. Consider and act upon an Animal Shelter Advisory Board Chair appointment for a term ending June 2024. (ASAB Chair)

Board Action

A motion was made by Joe Webb to nominate Dr. Brad Abraham as the ASAB Chair. Jeff Forrester seconded the nomination of Dr. Brad Abraham as the ASAB Chair. A vote was taken, and the motion passed unanimously.

2. **Consider and act upon an Animal Shelter Advisory Board Vice Chair appointment for a term ending June 2024. (ASAB Chair)**

Board Action

A motion was made by Joe Webb to nominate Amber Porter as the ASAB Vice Chair. Dr. Brad Abraham seconded the nomination of Amber Porter as the ASAB Vice Chair. A vote was taken, and the motion passed unanimously.

3. **Consider and act upon the Animal Shelter Advisory Board minutes of April 12, 2023. (ASAB Chair)**

Board Action

A motion was made by Joe Webb to accept the Animal Shelter Advisory Board minutes of April 12, 2023, as presented. Dr. Brad Abraham seconded to accept the Animal Shelter Advisory Board minutes of April 12, 2023, as presented. A vote was taken, and the motion passed unanimously.

4. **Consider and place on file the 2023 second-quarter statistical information for shelter operations. (ASAB Chair)**

Board Action

A motion was made by Dr. Brad Abraham to accept and place on file the 2023 second-quarter statistical information for shelter operations, as presented. Jeff Forrester seconded to accept and place on file the 2023 second-quarter statistical information for shelter operations, as presented. A vote was taken, and the motion passed unanimously.

Joe Webb asked what policy HRRC is.

Lt. Matt Miller stated that Shelia Patton will explain the report.

Shelia Patton explained the ASAB statistical report. She also explained that HRRC is a high risk rabies carrier.

Joe Webb stated that trapped by residents is a large number, but they are not all wild animals.

Shelia Patton explained what other animals mean in the ASAB statistical report. Shelia also describes the TNR report and our TNR program. She stated that the total number of TNR is down due to diseases at the shelter and the work of citizens and rescues working independently to TNR animals.

Jeff Forrester stated that this report is exactly what he was asking for, and he thinks this report shows the TNR program is working.

Dr. Brad Abraham asked if the map is everyone in the city that has TNR cats, and the report is just what the city has TNR.

Shelia Patton responded that the map is every TNR the city has done since the program started, and the report is just the TNR cats from the second quarter.

Lt. Matt Miller stated that normally the number of TNR cats in an area won't go down unless we have a caretaker that has a deceased TNR cat.

Shelia Patton responded that it would depend on the caretakers. She thinks that the TNR program is working as well.

Lt. Matt Miller asked if Shelia could explain why we want to separate the TNR cats from the domestic cats.

Shelia Patton explained the difference between a feral cat and a domesticated cat. She also stated just because a cat is in a trap does not mean it is feral. The officers scan every animal that comes into the shelter to ensure that the animal doesn't have an owner. These are wild feral animals, and they have a job to do in the neighborhood. They are also being tested and vaccinated for feline leukemia and for rabies. It is not a reason to euthanize an animal simply because of what it is.

Joe Webb stated that this is a much more humane approach. He also stated that he likes what the city is doing with TNR.

Joe Webb asked if we find a lot of feral cats at the parks.

Shelia Patton responded that Animal Services does not set traps. The caretakers would need to trap the feral cats. We also have not had any reports of cats at the parks.

Amber Porter stated that, in her experience that feral cats come mostly from mobile homes parks.

Jeff Forrester explained what the city does to support residents with TNR. The goal of the program is to ensure there is a caretaker for each colony to care for the feral cats.

WORK SESSION

WS1. Discuss the status of the Board's recommendations related to current and future facility needs.

Lt. Matt Miller stated that the board's recommendation of hiring a consultant has been pushed to the 2024 budget, which starts in October. We will still have to go through the whole process, but the \$35,000 is in the budget. We also have another contracting group that has come out to the shelter to provide the city with estimates. The City Manager wants to see what we can do with the existing building. The goal is to use the building for operations of Animal Services and another building out front as an adoption center. This is going to take time, but he is excited about the improvements to the shelter that are being planned.

Joe Webb asked if there has been a tracking of the population growth of the city and how many times the facility has been shut down for capacity reasons.

Lt. Matt Miller responded that the shelter had not been shut down for capacity reasons.

Shelia Patton stated that the closures are not due to capacity but due to diseases and our inability to have separate areas for sick animals. For example, if we have one sick cat in the intake room, that is enough to close the intake of cats because we don't have a place for the new animals coming in. Shelia also stated that she has been with the city for 17 years and she has seen the population grow, but she has not seen the shelter grow with it. This is just a renovation and not a fix-all, but she believes that the city is doing the best it can to improve the shelter.

Joe Webb thinks it puts a lot of stress on the animals being at the shelter, whether for a short or long stay, and anything we can do to make the stays shorter is moving in the right direction.

ADJOURNMENT

Motion was made by Jeff Forrester and seconded by Shelia Patton to adjourn the meeting. With no further business before the board, the board's consensus was to adjourn at 6:46 pm.

Amlen Porter
ASAB Chair

ATTEST:

Shelia Patton
Shelia Patton, ASAB member

Animal Shelter Advisory Board Report

July thru September 2023

	Dogs	Cats	Others	Total
Impounds	136	51	64	251
Owner Surrender	4	8	0	12
Stray	99	26	4	129
Quarantine	17	1	0	18
Safe Keeping	2	3	0	5
DOA	14	11	30	55
Trapped by resident	0	2	30	32
Born at Shelter	0	0	0	0

Dispositions	Dogs	Cats	Others	Total
Return to Owner	93	1	0	94
Adopted	39	34	1	74
Rescued	1	0	0	1
Euthanized	2	4	7	13
Other	0	0	27	27

Euthanasia Reason

Behavioral	1	0	0	1
Medical	1	3	1	5
Policy- H.R.R.C	0	1	6	7
Wild Animal	0	0	0	0

Euthanasia for dogs 1.33%

Euthanasia for cats 7.84%

Euthanasia for dogs & cats total 2.99%

Dogs at facility at end of report: 15

Dogs at facility at beginning of report: 28

Cats at facility at end of report: 12

Cats at facility at beginning of report: 11

1 - Rabbit

Euthanasia Rate for Facility July 1, 2023 thru September 30, 2023: 2.99%

Euthanasia Rate for Facility January 1, 2023 thru September 30, 2023: 5.46%

Animal Shelter Advisory Board Report TNR

July thru September 2023

Impounds

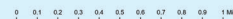
Trapped	8
---------	---

Dispositions

Euthanized	0
Released	8
Other	0
Total	8

Euthanasia Reason

Behavioral	0
Medical	0
Policy- H.R.R.C	0
Wild Animal	0
FeLV	0





Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
Prepared By: Carmen Powlen

Account Code: _____

Subject

Consider, and act upon, a Farm Lease Agreement for the use of specified City property for hay production to prevent weed overgrowth between the City of Wylie and Ben Scholz, and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

East Meadow has 53.25 acres of pasture located at 1500 W. Brown Street Wylie, TX 75098. The resulting lease agreement would provide for temporary use of the East Meadow property for hay production. The City's primary benefit is preventing the property from becoming overgrown with weeds. The lease term would be one year, with an option to renew for one additional year. The lease agreement is based on the fixed annual rental fee payable in a lump sum at the beginning of the lease for \$475.00.

Parks and Recreation recommend moving forward with the farm lease agreement with Ben Scholz as to prevent overgrowth at the East Meadow trailhead.

Farm Lease Agreement

By and Between the City of Wylie and Ben Scholz

This Farm Lease Agreement (the "Lease"), made and entered into this 24th day of October, 2023, by and between the City of Wylie, Texas (the "Lessor"), a Texas municipal corporation, and Ben Scholz, an individual (the "Lessee") hereinafter collectively referred to as "Parties".

WHEREAS, the Lessor desires to provide for an appropriate temporary use of a specified portion of its real property; and

WHEREAS, Lessee has shown an ability to adequately meet the terms and conditions of this Lease; and

WHEREAS, Lessor desires to allow Lessee to use the specified portion of its real property for hay production for cattle feed to prevent the said property from becoming overgrown with weeds.

WHEREAS, it is in the best interest of the Lessor and its inhabitants to enter into a Lease Agreement with Lessee for an appropriate temporary use of a specified portion of its real property.

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, Lessor and Lessee mutually agree as follows:

1. GRANT

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from the Lessor, the property situated in Collin County, Texas, more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, consisting of 53.25 acres, more or less, together with all buildings and improvements thereon, if any, and all rights thereto (the "Property") once splash pad and additional parking construction is complete.

2. TERM

This Lease shall commence on the 24th day of October, 2023, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 30th day of September, 2024 (the "Term" or "Lease Term").

3. RENEWAL OPTION

This Lease may be renewed for additional one (1) year term(s), commencing the day after the lease Term is complete, provided Lessee shall give Lessor written notice of its desire to renew this Lease at least sixty (60) days prior to the anniversary of the Commencement Date, and both parties agree in writing to renew the Lease for such period (the "Renewal Term").

4. RENT

Lessee shall pay to Lessor cash rental equal to Four Hundred Seventy-Five Dollars (\$475.00) per year during the Term and any extensions thereto (the "Rent"). All sums due to Lessor shall become immediately due and payable upon the Commencement Date of this Lease and the Commencement Date of any Renewal Term of this Lease. Any sums due Lessor and not received within five (5) days after the date due shall be grounds for termination of this Lease without advance notice to Lessee.

5. USE

- A. Lessee agrees to possess and occupy the Property continuously during the Lease Term and any Renewal Term solely for the purposes of hay production for cattle feed pursuant to the terms and provisions of this Lease and for no other use of purpose, and to surrender possession and occupancy of the Property peaceably at the termination of the Lease.
 - B. The Property shall not be converted to any other use without the prior written consent of the Lessor.
 - C. Lessee must actively use the Property as permitted by this Lease. Notwithstanding Section 7.C. below, failure to produce hay and/or allowing weeds to overtake the Property shall be grounds for immediate termination of this Lease.
 - D. Lessee shall at Lessee's sole cost and expense, during any term hereof, comply with all laws, regulations or ordinances of any governmental, municipal or quasi- governmental authority affecting the Property, including, without limitation, Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor, its officers, agents, servants, and employees, and the Property free and harmless from all liens, claims, demands, or actions which may result from the failure, neglect, or refusal of Lessee to comply with said laws, regulations, or ordinances or claims by others.
 - E. Lessor shall not be responsible or liable to Lessee or anyone claiming by, through, or under Lessee for any costs, expenses, profits, or other compensation whatsoever and Lessee shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, seed, fertilizer, insecticides, herbicides, and the application thereof, and any other items necessary to graze, maintain, and repair the Property as required by the terms of this Lease.
6. LESSOR LIABILITY
- A. Water Supply: No guarantee, either express or implied, is made by Lessor for a continuous and adequate water supply or sewage outlets for the benefit of Lessee and Lessor shall have no responsibility or liability for supplying water or sewage outlets to the Property.
 - B. Soil and Vegetation: Lessor makes no representations as to the safety, quality, and/or fertility of the Property and Lessee accepts the soil and Property as-is.
7. TERMINATION
- A. Lessor reserves the right to terminate this Lease at any time, for any reason, for all or any portion of the Property upon one (1) day's prior written notice to the Lessee. Upon the event of such total or partial termination, Lessee shall vacate the Property or that portion thereof so terminated as directed by Lessor, and Lessor may re-enter the Property and take possession thereof on the date set forth in the notice of termination (the "Termination Date") without process or further notice, Lessee hereby waiving any further notice.
 - B. In the event Lessor exercises its rights as per Paragraph A above, and such termination does not arise out of the default hereunder of Lessee pursuant to Paragraph C below, the following shall apply:

1. Lessor's lease respect, the Termination Date shall be extended for the time necessary to allow Lessee to harvest any hay crops in progress prior to the time the notice is given (the "Approved Crops").
 2. With respect to total or partial Termination of Lease prior to completion of the Lease Term or any Renewal Term, Lessor shall rebate to Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the Lease Term or any applicable Renewal Term upon the written request of the Lessee.
- C. In the event Lessee (a) shall be adjudicated as bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors or (b) shall default hereunder in the payment of Rent or in the performance of or compliance with and other provision of this Lease, Lessor shall give Lessee five (5) days written notice of such default (the "First Notice"). If Lessee fails to cure such event of default within such five (5) day period, or if cure requires more than the said five (5) day period and Lessee has not commenced and diligently proceeded to effect such cure within thirty (30) days after receipt of First Notice, then on the happening of any one (1) of the foregoing events of the default, Lessor may terminate this lease and applicable term hereof and, in addition to the rights and remedies granted in this Lease, pursue all of its legal and equitable rights and remedies. Lessee shall immediately vacate the property upon one (1) days written notice (the "Final Notice") and Lessor may reenter and take possession of the Property, Lessee hereby waiving any further notices. No total or partial rebate of Rent shall be payable to Lessee in the event of termination under this Paragraph C.
- D. No wavier by Lessor of any violation or breach of any of the terms, provisions, conditions, or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, conditions, or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default by Lessee shall not be deemed or construed to constitute a waiver of any other violation or default.
- E. In the event of Lessee's disability or death, Lessor shall have the option to terminate this Lease as of the date of such event and shall pay a rebate to Lessee's heirs, representatives, or distributees of Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the applicable term upon the written request of the Lessee's personal representative, provided Lessee is not in default of the Lease pursuant to Section 7.C. above.
8. LESEE COVENANTS
- To improve the Property, conserve its resources, and maintain the Property in a high state of production and repair, Lessee covenants and agrees as follows:
- A. Lessee shall conduct all hay production in a good and workmanlike manner.
 - B. Lessee shall control soil erosion as completely as practicable by strip-cropping, contouring, and filling in or otherwise controlling small washes or ditches that may form.
 - C. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and preserve all established watercourses or ditches, including grass waterways.

- D. Lessee agrees to cooperate in the operation of federal and state agricultural programs upon the request of Lessor.
- E. Lessee shall keep the Property free of trash, vehicles, machinery, and debris in general.
- F. Lessee shall carefully protect, repair, and maintain all buildings, fences, and improvements of every kind that are now on the Property in as good repair and condition as when possession was granted, normal wear, depreciation, and damage from causes beyond Lessee's control excepted, or those improvements that may be erected thereon during the continuance of any term of this lease, if any. Lessee shall not, without first having obtained the written consent of Lessor, (a) erect any improvements of a permanent nature on the Property, (b) remove any improvement, (c) purchase any materials or incur any expenses for the account of Lessor, or (d) make a claim for labor or materials at any time. Notwithstanding the foregoing, minor improvements of a temporary or removable nature which do not materially alter the condition or appearance of the Property may be made by Lessee at its own cost and expense. Lessor shall in no way be liable for claims resulting from damage by the elements or otherwise, to any of the buildings or improvements, nor for any loss or damage while improvements are under construction or repair, nor any buildings or improvements.
- G. Lessee shall operate and maintain the Property in an efficient and good workmanlike way, timely harvesting of crops and using good agricultural practices and operations that will conserve the Property.
- H. Lessee shall not, without the prior written consent of Lessor, (a) plow permanent pasture or meadowland, (b) cut any living trees, (c) allow livestock, (d) burn or remove cornstalks, straw, or other crop residues grown on the Property, or (e) pasture new seedlings or perennial legumes or grasses in the year they are seeded.
- I. Lessee will spread manure, straw, or other crop residues of the Property as soon as practicable on the Property's fields.
- J. Lessee shall not commit waste on or damage to the Property and shall use due care to prevent others from doing so.
- K. Lessee shall not, without prior written consent of Lessor, house automobiles, motortrucks, tractors, recreational vehicles, boats, trailers, or other large items in barns or other structures, or otherwise violate restrictions in Lessor's insurance policies, which restrictions Lessor shall make known to Lessee.
- L. Lessee shall, promptly at the expiration of any term hereof, or on the date of such earlier termination pursuant to Paragraph 7 above, (1) yield up possession of the Property without further notice, in good repair, ordinary erosion and loss by heavy wind or rain, hail or fire excepted, and (2) remove all of Lessee's personal property from the Property.
- M. Lessee shall follow good health and sanitation measures.
- N. Lessee shall keep the fields and pasture areas, if any, on the Property neat and clean by either plowing, spraying, grazing, or mowing, and shall control all weeds along the fences and about the

buildings, if any, including the highways and roads adjoining the Property, and along the borders of the fields by mowing, and shall control the growth of brush and mesquite. Noxious weeds shall not be allowed to go to seed and shall be destroyed.

- O. No herbicides shall be sprayed in proximity to any residential or business areas and such spraying shall be further restricted if required by law. Lessee is required to provide notification or a schedule of timing before spraying herbicide. Lessee will post signage near city occupied areas including parking areas, splash pad, and trails and any area that may be occupied by the general public.
- P. Existing fences will be maintained in good repair and will not be removed or improved without prior written consent of Lessor. Those fences shared jointly by Lessee and Lessor's other lessee, if any, shall be maintained jointly.
- Q. Lessee shall not, without prior written consent of Lessor, burn any hay, straw, grass vegetation or stalks on the Property.
- R. Existing contours and water flow shall not be disrupted without prior written consent of Lessor, and Lessee agrees to use Property in such a manner as not to interfere with the present drainage system.

9. INSPECTION AND ACCESS

During any term of this Lease, Lessor, its agents, officials, representatives, contractors, subcontractors, or employees may enter the Property for, among other reasons, making reasonable examinations, surveys, and inspections, including, but not limited to, soil tests and borings on the Property as it deems necessary to make improvements thereto. Lessor will repair any damage to the Property which may be caused as a result thereof.

10. INDEMNIFICATION

Lessee shall indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Lessee's use of the Property or the conduct of its business or from any activity, work, or anything done, permitted or suffered by Lessee, in or about the Property, and will further indemnify and save Lessor harmless against and from any and all claims arising from any breach or default on Lessee's part in the performance of any covenant or agreement on Lessee's part to be performed pursuant to the terms of this Lease or arising from any act, negligent or intentional, of Lessee, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against Lessor by reason of such claim. Lessee, upon written notice from Lessor, shall resist and defend, at Lessee's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage from any source to property belonging to it or under its control, in, upon, or about the Property or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claims by others.

Lessee agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Lease.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

11. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Lessee:

Ben Scholz
605 Lake Vista Lane
Lavon, Texas 75166

Lessor:

City Manager
City of Wylie
300 Country Club Rd
Wylie, Texas 75098

12. ENCUMBRANCES

- A. Lessee shall not lease, sublet, or assign or in any manner encumber this Lease or any part of the Property. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Property which could become a lien against the Property. Lessee shall not conduct any sales of property, personal or otherwise, tangible or intangible, on the Property.
- B. If Lessee shall at any time give or attempt to give to any person(s), company, corporations, or other entity lien upon the Property or other improvements thereon, or violates any of the conditions of this Lease, then this Lease may be terminated by Lessor in accordance with Section 7 above.

13. SUBORDINATION

- A. This Lease is made subject to all licenses, leases, grants, exceptions, encumbrances, restrictions, easements, and the like now or hereafter affecting the Property.
- B. This Lease is subject to any existing leases or contracts for the removal of natural resources such as timber, oil, and gas, and/or minerals, and Lessor reserves the right to lease the Property or any part thereof for prospecting, producing, saving, and marketing oil, gas, or other minerals, and the right of ingress and egress consistent with such purposes.

14. ASSIGNMENT

Lessor reserves the right to assign all or a portion of this Lease at any time. In such event, Lessee shall be and hereby is entirely freed and relieved of all covenants and obligations of the Lessee hereunder pursuant to that portion assigned.

15. ENTIRE AGREEMENT

- A. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the matters covered thereby and shall extend to and be binding upon the heirs, executors, administrators, assigns, and personal representatives of the parties hereto.

- B. This Lease can be modified or amended only by a document duly executed on behalf of the parties hereto and only those changes in this Lease which are approved in writing by both Lessor and Lessee shall be binding on the other. Neither Lessor nor Lessee shall be deemed to have waived any of its rights under this Lease unless it specifically agrees to do so in writing.

16. VENUE

This Lease shall be governed by the laws of the State of Texas and exclusive venue shall be in Collin County, Texas.

17. SEVERABILITY

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. CONSIDERATION

This Lease is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

20. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

21. REPRESENTATIONS

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

22. MISCELLANEOUS DRAFTING PROVISIONS

This Lease shall be deemed drafted equally by all parties hereto. The language of all parts of this Lease 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 Lease are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties hereunto signed this Lease as of the date first above written.

Executed for and on behalf of the Lessor on the ____ day of _____, ____.

CITY OF WYLIE

A Texas Municipal Corporation

Brent Parker, City Manager

ATTEST

Stephanie Storm, City Secretary

Executed for and on behalf of the Lessee on the 6th day of October, 2023.

LESSEE


Ben Scholz

LESSOR

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, ____.

 Notary Public in and for the State of Texas

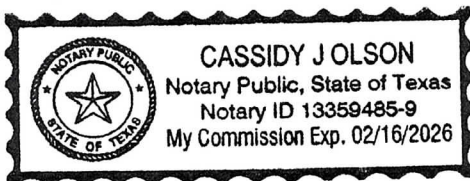
My Commission Expires:

LESSEE

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Ben Scholz, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of October, 23.




Cassidy J Olson
 Notary Public in and for the State of Texas

My Commission Expires:

2/16/2026


EXHIBIT "A"
Property Description





0 200 400 800 Feet

G Stafford
July 25, 2023





Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on October 18, 2023.

September Rev/Exp Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
111-4000-40210	SALES TAX	4,124,241.00	4,124,241.00	371,880.65	3,775,634.06	-348,606.94	8.45 %
111-4000-43518	380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	279,047.05	279,047.05	0.00 %
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	39,737.50	381,355.59	375,355.59	6,355.93 %
111-4000-48110	RENTAL INCOME	134,220.00	134,220.00	8,950.00	116,557.68	-17,662.32	13.16 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	3,915,685.00	3,915,685.00	0.00	-24,603.10	-3,940,288.10	100.63 %
	Revenue Total:	8,180,146.00	8,180,146.00	420,568.15	4,528,991.28	-3,651,154.72	44.63%
Expense							
111-5611-51110	SALARIES	310,346.40	310,346.40	27,901.14	326,038.52	-15,692.12	-5.06 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	2,811.98	-2,811.98	0.00 %
111-5611-51140	LONGEVITY PAY	914.00	914.00	0.00	916.00	-2.00	-0.22 %
111-5611-51145	SICK LEAVE BUYBACK	0.00	3,189.74	0.00	0.00	3,189.74	100.00 %
111-5611-51310	TMRS	48,245.30	48,739.71	4,025.49	50,780.04	-2,040.33	-4.19 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	51,987.17	51,987.17	4,161.29	49,999.79	1,987.38	3.82 %
111-5611-51420	LONG-TERM DISABILITY	1,768.97	1,768.97	58.50	620.98	1,147.99	64.90 %
111-5611-51440	FICA	19,298.12	19,495.88	1,627.75	19,045.20	450.68	2.31 %
111-5611-51450	MEDICARE	4,513.27	4,559.52	380.68	4,454.10	105.42	2.31 %
111-5611-51470	WORKERS COMP PREMIUM	854.85	1,089.21	0.00	1,088.89	0.32	0.03 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	2.40	39.98	1,040.02	96.30 %
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	37.99	4,152.88	847.12	16.94 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	10.02	247.97	52.03	17.34 %
111-5611-52810	FOOD SUPPLIES	3,000.00	3,000.00	103.09	2,314.31	685.69	22.86 %
111-5611-54610	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	1,499.99	3,474.99	4,175.01	54.58 %
111-5611-56030	INCENTIVES	3,209,183.00	1,209,183.00	271,434.00	855,811.51	353,371.49	29.22 %
111-5611-56040	SPECIAL SERVICES	34,770.00	32,370.00	252.50	12,166.83	20,203.17	62.41 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	276,300.00	276,300.00	1,706.29	272,156.22	4,143.78	1.50 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTURE	8,375,000.00	9,875,000.00	26,189.32	35,470.78	9,839,529.22	99.64 %
111-5611-56080	ADVERTISING	129,100.00	130,700.00	10,553.88	128,156.19	2,543.81	1.95 %
111-5611-56090	COMMUNITY DEVELOPMENT	54,950.00	55,150.00	2,834.60	52,605.02	2,544.98	4.61 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	486.55	5,181.71	2,718.29	34.41 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	27,000.00	0.00	0.00 %
111-5611-56210	TRAVEL & TRAINING	73,000.00	73,000.00	-809.40	54,820.09	18,179.91	24.90 %
111-5611-56250	DUES & SUBSCRIPTIONS	57,824.00	57,824.00	2,297.55	53,200.32	4,623.68	8.00 %
111-5611-56310	INSURANCE	6,303.00	6,453.00	0.00	6,449.31	3.69	0.06 %
111-5611-56510	AUDIT & LEGAL SERVICES	23,000.00	23,000.00	2,657.00	18,962.50	4,037.50	17.55 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	587,500.00	25,715.00	330,374.84	257,125.16	43.77 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,850.00	0.00	2,140.71	709.29	24.89 %
111-5611-57410	PRINCIPAL PAYMENT	575,973.97	575,973.97	48,905.17	575,973.97	0.00	0.00 %
111-5611-57415	INTEREST EXPENSE	656,023.67	656,023.67	53,761.30	656,023.67	0.00	0.00 %
111-5611-58110	LAND-PURCHASE PRICE	2,090,000.00	2,090,000.00	0.00	345,441.57	1,744,558.43	83.47 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-345,441.57	345,441.57	0.00 %
	Expense Total:	16,143,685.72	16,147,848.24	488,042.10	3,552,479.30	12,595,368.94	78.00%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22	112.26%
Report Surplus (Deficit):		-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22	112.26%

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Group Summary

Account Typ...	Original	Current	Period	Fiscal	Variance	
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue	8,180,146.00	8,180,146.00	420,568.15	4,528,991.28	-3,651,154.72	44.63%
Expense	16,143,685.72	16,147,848.24	488,042.10	3,552,479.30	12,595,368.94	78.00%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22	112.26%
Report Surplus (Deficit):	-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22	112.26%

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CO	-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22
Report Surplus (Deficit):	-7,963,539.72	-7,967,702.24	-67,473.95	976,511.98	8,944,214.22

Wylie Economic Development Corporation
Statement of Net Position
As of September 30, 2023

Assets

Cash and cash equivalents	\$ 12,643,548.23	
Receivables	\$ 120,000.00	Note 1
Inventories	\$ 16,006,005.00	
Prepaid Items	\$ -	
Total Assets	\$ 28,769,553.23	

Deferred Outflows of Resources

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

Liabilities

Accounts Payable and other current liabilities	\$ 16,515.31	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 62,164.10	Note 3
Due in more than one year	\$ 15,621,027.23	
Total Liabilities	\$ 15,700,906.64	

Deferred Inflows of Resources

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

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 12,951,677.73	
Total Net Position	\$ 12,951,677.73	

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

Note 2: Deposits from rental property

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

Balance Sheet

Account Summary

As Of 09/30/2023

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	12,635,704.79
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	120,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	16,006,005.00
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	1,588,500.00
Total Assets:		30,352,209.79
		<u>30,352,209.79</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	594.91
111-2000-20117	TMRS PAYABLE	-3.83
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	9,974.76
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	4.01
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	90.02
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	1,588,500.00
111-2000-20810	DUE TO GENERAL FUND	0.00

Balance Sheet

As Of 09/30/2023

Account	Name	Balance
111-2000-22270	DEFERRED INFLOW	100,000.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		1,700,371.87

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,675,325.94
Total Beginning Equity:		27,675,325.94
Total Revenue		4,528,991.28
Total Expense		3,552,479.30
Revenues Over/Under Expenses		976,511.98
Total Equity and Current Surplus (Deficit):		28,651,837.92
Total Liabilities, Equity and Current Surplus (Deficit):		30,352,209.79

Balance Sheet

As Of 09/30/2023

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

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

Wylie Economic Development Corporation

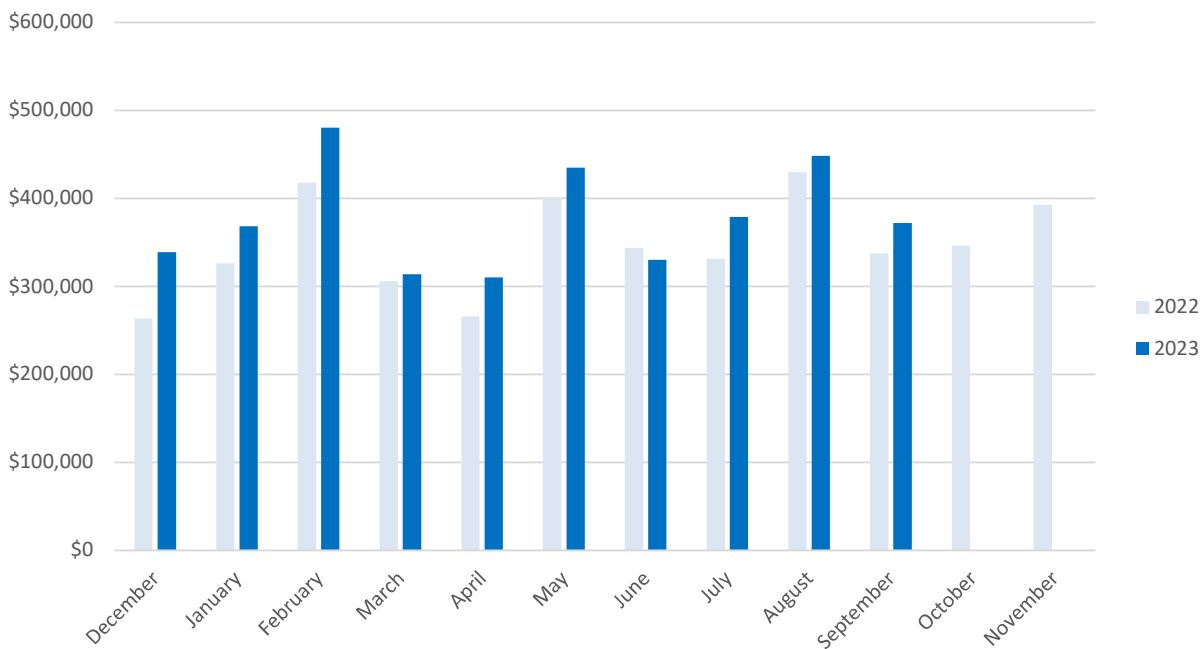
SALES TAX REPORT

September 30, 2023

BUDGETED YEAR

MONTH	FY 2020	FY 2021	FY 2022	FY 2023	DIFF 22 vs. 23	% DIFF 22 vs. 23
DECEMBER	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 75,148.88	28.51%
JANUARY	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 368,377.73	\$ 42,169.80	12.93%
FEBRUARY	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ 480,381.11	\$ 62,484.32	14.95%
MARCH	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 313,686.17	\$ 8,080.67	2.64%
APRIL	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 310,050.94	\$ 44,277.14	16.66%
MAY	\$ 289,224.35	\$ 400,371.70	\$ 401,180.20	\$ 434,878.33	\$ 33,698.14	8.40%
JUNE	\$ 239,340.35	\$ 290,586.92	\$ 343,371.26	\$ 330,236.89	\$ (13,134.37)	-3.83%
JULY	\$ 296,954.00	\$ 314,559.10	\$ 331,432.86	\$ 379,162.00	\$ 47,729.14	14.40%
AUGUST	\$ 325,104.34	\$ 390,790.76	\$ 429,696.16	\$ 448,253.70	\$ 18,557.55	4.32%
SEPTEMBER	\$ 259,257.89	\$ 307,681.15	\$ 337,512.61	\$ 371,880.65	\$ 34,368.03	10.18%
OCTOBER	\$ 249,357.02	\$ 326,382.38	\$ 346,236.36			
NOVEMBER	\$ 384,953.89	\$ 411,813.32	\$ 392,790.84			
Sub-Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,775,634.05	\$ 353,379.30	10.92%
Total	\$ 3,283,492.09	\$ 3,875,470.98	\$ 4,161,281.96	\$ 3,775,634.05	\$ 353,379.30	10.92%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: September SlsTx Revenue is actually July SlsTx and is therefore the 10th allocation in FY23.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

September 30, 2023

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 29,377.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070,622.49	\$ 1,100,000.00	A
CARDINAL STRATEGIES	\$ 106,800.00	\$ 19,434.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,366.00	\$ 91,300.00	
AVANTI, LLC	\$ 120,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ 120,000.00	
LUV-ROS	\$ 10,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	B
FUEL CITY	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	
AMERICAN ENTITLEMENTS II	\$ 35,000.00	***	\$ 25,000.00	\$ 10,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 80,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	***	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ 18,500.00	\$ 46,500.00	\$ 65,000.00	
GLEN ECHO BREWING	\$ 100,000.00	\$ -	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	C
MLKJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	D
WYLIE INSURANCE II	\$ 30,000.00	\$ 30,000.00			\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	
CLF II LI WYLIE (LOVETT)	\$ 1,300,000.00	\$ -	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ 1,300,000.00	\$ -	\$ 1,300,000.00	
JOLT	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	
DEANAN/DANK	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 30,000.00	
FIREWATER	\$ 300,000.00	\$ 200,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 300,000.00	
	\$ 3,823,800.00	\$ 855,811.51	\$ 869,250.00	\$ 699,250.00	\$ 20,000.00	\$ -	\$ 1,588,500.00	\$ 1,358,488.49	\$ 3,808,300.00	
							Deferred Out Flow	\$ 1,588,500.00		

A. SLSTX Reimbursement Qrtly Pmnts (Completed PA Reimbursement)

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

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

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

Wylie Economic Development Corporation

Inventory Subledger (Land)
September 30, 2023

	Property	Purchase Date	Address	Acreage	Improvements		Cost Basis	Sub-totals
Cooper St.	McMasters	7/12/05	709 Cooper	0.4750	\$	-	n/a	\$ 202,045.00
	Heath	12/28/05	706 Cooper	0.4640	\$	32,005.00	3,625	\$ 186,934.22
	Perry	9/13/06	707 Cooper	0.4910	\$	-	n/a	\$ 200,224.00
	Bowland/Anderson	10/9/07	Cooper Dr.	0.3720	\$	-	n/a	\$ 106,418.50
	Duel Products	9/7/12	704 Cooper Dr.	0.5000	\$	-	n/a	\$ 127,452.03
	Randack	10/23/12	711-713 Cooper Dr.	1.0890	\$	217,500.00	8,880	\$ 400,334.00
	Lot 2R3	7/24/14	Cooper Dr.	0.9500	\$	-	n/a	\$ 29,056.00 \$ 1,252,463.75
Regency Dr.	Regency Pk.	6/4/10	25 Steel Road	0.6502	\$	-	n/a	\$ 25,170.77
	Steel/Hooper	12/29/22	Lot 2R Helmberger Industrial Park	3.6885			n/a	\$ 345,441.57 \$ 370,612.34
Commerce Dr.	Hobart Investments	11/12/13	Commerce	1.6000	\$	201.00	n/a	\$ 156,819.50
	Hobart	1/6/14	605 Commerce	1.0650	\$	396,263.00	n/a	\$ 386,380.00
	Dallas Whirlpools	11/22/16	900-908 Kirby	4.7600	\$	128,925.00	n/a	\$ 2,182,080.30
	City of Wylie	10/22/21	802 Kirby	4.7900	\$	-	n/a	\$ 3,000,441.20 \$ 5,725,721.00
Downtown	Heath	3/17/14	104 N. Jackson	0.1720	\$	-	n/a	\$ 220,034.00
	Udoh	2/12/14	109 Marble	0.1700	\$	-	n/a	\$ 70,330.00
	Peddicord	12/12/14	100 W. Oak St	0.3481	\$	155,984.00	4,444	\$ 486,032.00
	City Lot	12/12/14	108/110 Jackson	0.3479	\$	-	n/a	
	Pawn Shop/All The Rave	1/7/22	104 S. Ballard	0.0860	\$	5,420.00	1,885	\$470,719.15
	FBC Lot	6/15/16	111 N. Ballard St	0.2000	\$	-	n/a	\$ 150,964.00
	FFA Village	1/7/18	102 N. Birmingham	0.1700	\$	-	n/a	\$ 99,804.00
	Boyd	7/28/21	103 S. Ballard	0.0760	\$	49,231.00	n/a	\$ 328,792.20
	Keefer	10/27/21	401 N Keefer Dr	0.4890	\$	83,084.00	n/a	\$ 237,951.39
	Parupia	8/19/22	200 W Brown	0.0770	\$	-	n/a	\$ 159,325.57
	UP Lot	9/30/22	UP Lot	0.4760	\$	-	832	\$ 82,126.92
	Brothers JV	2/26/19	306 & 308 N. 2nd Street	0.3770	\$	-	n/a	\$ 145,923.04
	Pulliam	2/27/19	300 N. 2nd Street	0.2570	\$	122,764.00	1,364	\$ 218,472.20
	Swayze	4/18/19	208 N. 2nd Street	0.2580	\$	-	n/a	\$ 187,501.40
	Swayze	5/9/19	204 N. 2nd Street	0.2580	\$	-	n/a	\$ 187,658.20
	Kreymer	10/9/19	302 N. 2nd Street	0.1290	\$	72,609.00	1,386	\$ 187,941.76 \$ 3,233,575.83
South Ballard	Birmingham Trust	6/3/15	505 - 607 S. Ballard	1.1190	\$	-	n/a	\$ 409,390.00
	Murphy	3/7/19	701 S. Ballard	0.2000	\$	115,724.00	1,312	\$ 172,487.04
	Marlow	3/31/22	305 S. Ballard	0.1865			1,008	\$ 186,154.60
	Braley	7/22/19	503 S. Ballard	0.2558	\$	-	n/a	\$ 177,397.96 \$ 945,429.60
Squire Dr.	Gallagher	3/14/18	Squire-lot 2-4	2.6720	\$	100,404.00	6,000	\$ 573,844.35 \$ 573,844.35
Brown & 78	Turner	12/5/18	504 E. Brown	1.0220	\$	-	n/a	\$ 308,179.81
	Wallace	12/18/18	502 E. Brown	0.1870	\$	24,637.00	n/a	\$ 204,775.58
	Karan	12/28/18	300 E. Brown	2.3866	\$	-	n/a	\$ 1,250,391.20
	O'Donald	1/7/19	410 E. Brown	0.1870	\$	64,421.00	n/a	\$ 177,043.75
	Weatherford	2/12/19	303 Marble	2.1740	\$	-	n/a	\$ 757,488.00
	KCS	11/22/19	Hwy 78 Frontage	2.5363	\$	-	n/a	\$ 674,110.20
	City of Wylie	5/14/20	ROW Purchase/Alleys	1.8800	\$	-	n/a	\$ 81,713.00
	Collin County	5/7/20	SWC Hwy 78 & Marble	0.3590	\$	-	n/a	\$ 75,964.20
	Collin County	5/7/20	414 S. 2nd Street (NWC Hwy 78 &	1.2260	\$	-	n/a	\$ 296,152.20
	TxDOT	2/21/21	SWC Hwy 78 & Brown	0.2209	\$	-	n/a	\$ 78,540.00 \$ 3,904,357.94
Total				41.3978	\$	1,569,172.00	30,736	\$ 16,006,004.81 \$ 16,006,004.81



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

9/30/2023

Preliminary

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2022-2023	CURRENT MONTH ACTUAL 2022-2023	YTD ACTUAL 2022-2023	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	37,234,844	753,947	36,456,301	97.91%	A
FRANCHISE FEES	2,802,400	25,918	2,638,843	94.16%	B
LICENSES AND PERMITS	1,442,750	89,157	1,405,496	97.42%	C
INTERGOVERNMENTAL REV.	8,528,660	36,091	8,504,420	99.72%	
SERVICE FEES	4,338,970	375,950	4,154,189	95.74%	D
COURT FEES	339,000	28,092	316,266	93.29%	E
INTEREST INCOME	60,000	94,483	1,372,591	2287.65%	F
MISCELLANEOUS INCOME	259,156	7,829	283,968	109.57%	
OTHER FINANCING SOURCES	2,856,681	13,707	3,123,086	109.33%	G
REVENUES	57,862,461	1,425,172	58,255,159	100.68%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,711,613	NA	NA	NA	H
TOTAL REVENUES	59,574,074	1,425,172	58,255,159	97.79%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	95,279	2,708	50,737	53.25%	
CITY MANAGER	1,309,940	106,292	1,209,854	92.36%	
CITY SECRETARY	356,296	31,977	305,194	85.66%	
CITY ATTORNEY	170,000	17,822	148,732	87.49%	
FINANCE	1,368,004	77,689	1,179,399	86.21%	
FACILITIES	1,112,537	141,139	933,548	83.91%	
MUNICIPAL COURT	553,935	46,871	486,690	87.86%	
HUMAN RESOURCES	839,678	65,399	795,679	94.76%	
PURCHASING	296,795	26,118	274,180	92.38%	
INFORMATION TECHNOLOGY	2,247,153	94,121	1,995,120	88.78%	
POLICE	13,642,158	1,185,295	12,938,820	94.84%	
FIRE	13,562,767	1,024,148	12,288,858	90.61%	
EMERGENCY COMMUNICATIONS	2,433,514	140,381	2,002,489	82.29%	
ANIMAL CONTROL	738,498	72,729	647,300	87.65%	
PLANNING	365,998	29,154	332,916	90.96%	
BUILDING INSPECTION	519,461	48,644	432,124	83.19%	
CODE ENFORCEMENT	262,424	18,298	216,391	82.46%	
STREETS	5,502,671	528,124	3,904,409	70.95%	I
PARKS	2,719,867	266,990	2,325,531	85.50%	
LIBRARY	2,354,966	183,902	2,228,475	94.63%	
COMBINED SERVICES	16,658,202	673,197	16,004,277	96.07%	J
TOTAL EXPENDITURES	67,110,141	4,780,999	60,700,723	90.45%	
REVENUES OVER/(UNDER) EXPENDITURES	-7,536,066	-3,355,827	-2,445,563	7.34%	
A. Property Tax Collections for FY22-23 as of September 30, 2023 are 99.62%, in comparison to FY21-22 for the same time period of 99.67%. Sales tax is on a 2 month lag and ten months have been received. Fiscal year to date is 10.32% higher than last year.					
B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority.					
C. Licenses and Permits are up 4% from the same period last fiscal year. New Dwelling Permits are at budget. Some smaller permits are under budget.					
D. Service Fees: Trash fees are on a one month lag and only eleven months have been received. The remaining fees seasonal.					
E. Court Fees continue to increase and are up .4% from September YTD 2023. Budget was increased 4% from FY 2022.					
F. Interest Rates have gone from 1% when the budget was prepared to 5.3% in September 2023. Interest was budgeted conservatively.					
G. Yearly transfer from Utility Fund. Also includes miscellaneous insurance recoveries and \$171,450 transfer from Hotel Occupancy Tax Fund for soccer tournament expenses.					
H. Largest Carry Forward items: \$150,000 for Department Software Solution, \$217,000 for advance vehicle replacements, \$338,840 for ambulance, \$390,000 for Stone Road Rehab.					
I. The Hensley/Woodbridge signal for \$600,000 has been partially encumbered.					
J. \$6 million for Stone Road Improvement was transferred to a capital fund and \$6,099,649 in excess fund balance was transferred to a capital fund for FM544 construction.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

September 30, 2023

Preliminary

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2022-2023	CURRENT MONTH ACTUAL 2022-2023	YTD ACTUAL 2022-2023	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	25,933,619	3,503,318	26,339,123	101.56%	K
INTEREST INCOME	24,000	93,888	850,474	3543.64%	L
MISCELLANEOUS INCOME	70,000	2,360	118,423	169.18%	
OTHER FINANCING SOURCES	1,000	4,281	5,281	0.00%	
REVENUES	26,028,619	3,603,847	27,313,301	104.94%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	2,276,241	NA	NA	NA	M
TOTAL REVENUES	28,304,860	NA	27,313,301	96.50%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	635,905	23,429	397,444	62.50%	N
UTILITIES - WATER	4,405,718	331,382	2,853,014	64.76%	
CITY ENGINEER	1,124,501	70,354	799,437	71.09%	
UTILITIES - SEWER	1,212,012	119,980	971,659	80.17%	
UTILITY BILLING	1,290,980	129,313	1,175,712	91.07%	
COMBINED SERVICES	18,380,749	1,743,769	18,183,411	98.93%	O
TOTAL EXPENDITURES	27,049,865	2,418,227	24,380,676	90.13%	
REVENUES OVER/(UNDER) EXPENDITURES	1,254,995	1,185,620	2,932,623	6.36%	
<p>K. Most Utility Fund Revenue is on a one month lag and eleven months have been received.</p> <p>L. Interest Rates have gone from 1% when the budget was prepared to 5.3% in September 2023. Interest was budgeted conservatively.</p> <p>M. Largest Carry Forward items: Department Software Solutions \$135,730, Pump Station Backup Generators \$1.6M, Newport Harbor Tank Repairs \$130,000 and TXDOT payment \$260,172.</p> <p>N. The Department Software Solution has not been purchased.</p> <p>O. Annual transfer to the General Fund of \$2.56 million. Other expenses are payments to NTMWD for water minimum and sewer treatment and February debt payment.</p>					



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2023.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2022-2023 Investment Report September 30, 2023

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$16,228,216.00	MMA	5.3218%	Texpool	12/31/2006	NA
2	\$16,794,742.54	MMA	5.3105%	TexStar	3/15/2011	NA
	\$33,022,958.54					

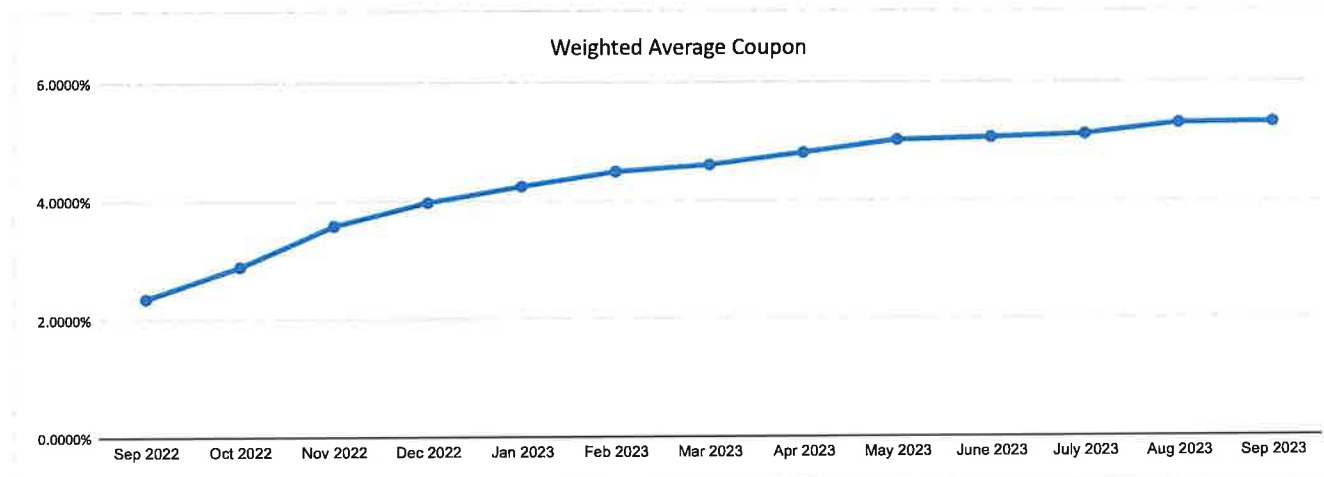
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

5.3161%
1.00

Money Markets:
Certificates of Deposits:

\$33,022,958.54
\$0.00
\$33,022,958.54



Melinda Brown 10-18-23
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: City Secretary
 Prepared By: City Secretary

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2023-26(R) casting a vote for a candidate(s) to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024.

Recommendation

Motion to approve Resolution No. 2023-26(R) casting vote(s) for _____ as a candidate to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024.

Discussion

The City of Wylie has 10 votes that they may cast for a candidate(s) to the Board of Directors of the Rockwall Central Appraisal District for a one-year term beginning January 1, 2024. There are currently five positions open on the board for expiring terms.

Nominated candidates that were submitted to the Rockwall Central Appraisal District by cities within the RCAD District include: Vicki Wallace, John Hohenshelt, Lorne Liechty, Tim Hartley, and Russell Summers. The City of Wylie may cast all of its 10 votes for one candidate or distribute the votes among any number of candidates that were nominated.

Council is asked to adopt a resolution casting its votes for a candidate(s) for the Board of Directors of the Rockwall Central Appraisal District. The resolution and ballot must be submitted no later than December 15, 2023.

RESOLUTION NO. 2023-26(R)

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

WHEREAS, in accordance with Section 6.03(G) of the State Property Tax Code, the City of Wylie is required to cast votes for a candidate to Board of Directors of the Central Appraisal District; and

WHEREAS, the City of Wylie has 10 votes to cast and said votes must be cast no later December 15, 2023.

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

SECTION 1: The City Council of the City of Wylie, Texas does hereby cast and confirm its 10 votes as provided for on the attached ballot, to the Board of Directors of the Rockwall Central Appraisal District.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 24th day of October, 2023.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Rockwall

Central Appraisal District

October 17, 2023

CITY OF WYLIE
MAYOR MATTHEW PORTER
300 COUNTRY CLUB ROAD, BLDG 100
WYLIE, TX 75098

Dear Mayor Porter,

Texas Property Tax Code 6.03 (j) states:

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

Texas Property Tax Code 6.03 (k) states:

- The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser ***before December 15***. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31.

A ballot is prepared and enclosed with the following:

- The ballot with a list of all eligible nominees, a column to list the name of entity voting and a column for number of votes cast.
- The taxing unit should complete the number of votes cast for the nominee or nominees.
- The taxing unit may only cast the total number of votes their taxing unit is entitled.
- Votes may be cast for one person or divided among multiple nominees.

Number of votes your entity is entitled to is 10

Please contact me if you have questions.

Sincerely,

Kevin Passons
Chief Appraiser

2023 Board of Directors Ballot

2024-2025 Rockwall Central Appraisal District Board of Directors

Nominee	Name of Voting Entity	Number of Votes Cast
Tim Hartley		
John Hohenshelt		
Lorne Liechty		
Russell Summers		
Vicki Wallace		

Ballots must be returned before December 15, 2023.



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Stephanie Storm

Account Code: _____

Subject

Discuss 2023 Collin County Bond Election.

Recommendation

Presentation and Discussion.

Discussion

Mr. Tim Bennett, representing the Planning Board for Collin County, obtained the approval from City Council to provide them with information on the 2023 Collin County Bond propositions, and allow the opportunity for questions.

ROADS

PARKS

COURTHOUSE and JAIL EXPANSION

ANIMAL SHELTER

MEDICAL EXAMINER

COLLIN COUNTY BOND ELECTION

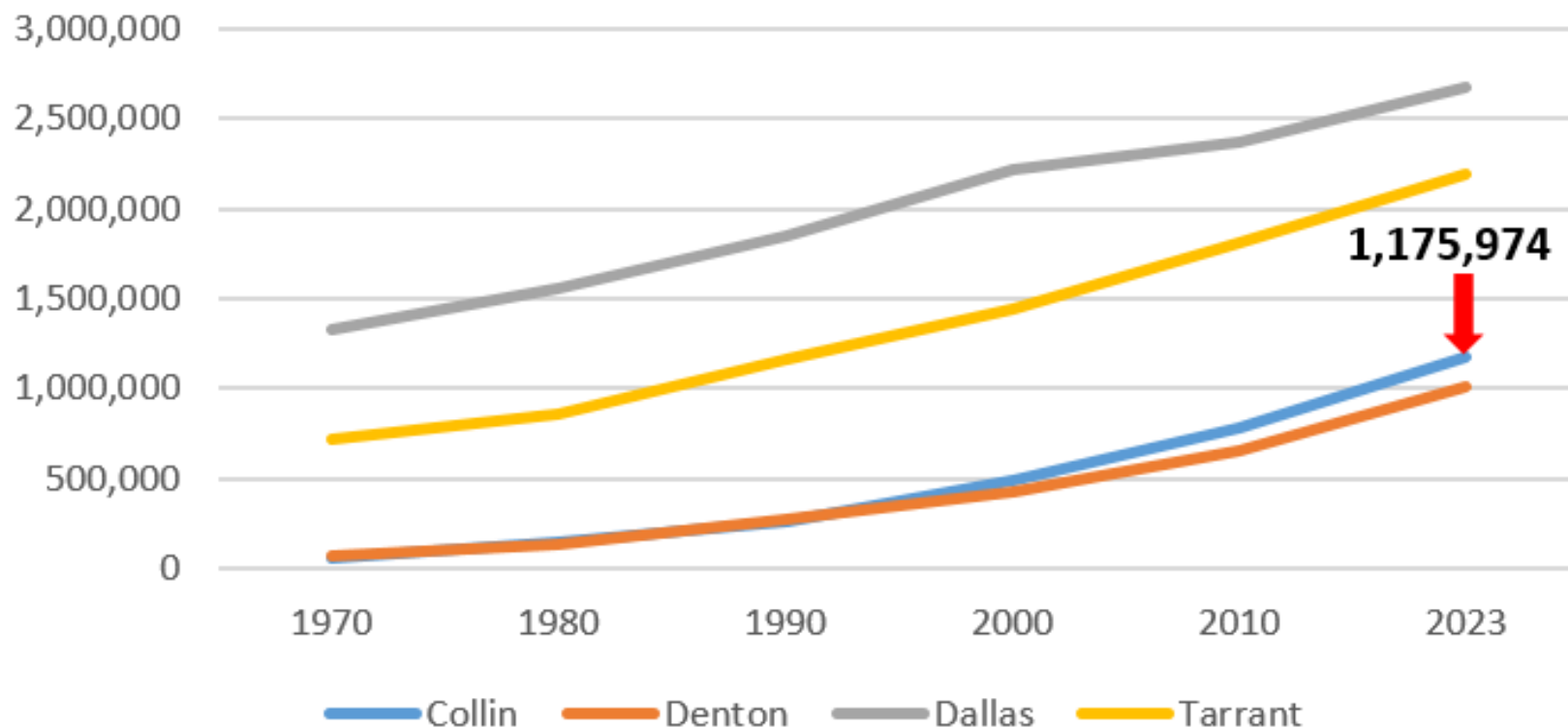
ON NOV 7th

WHY?

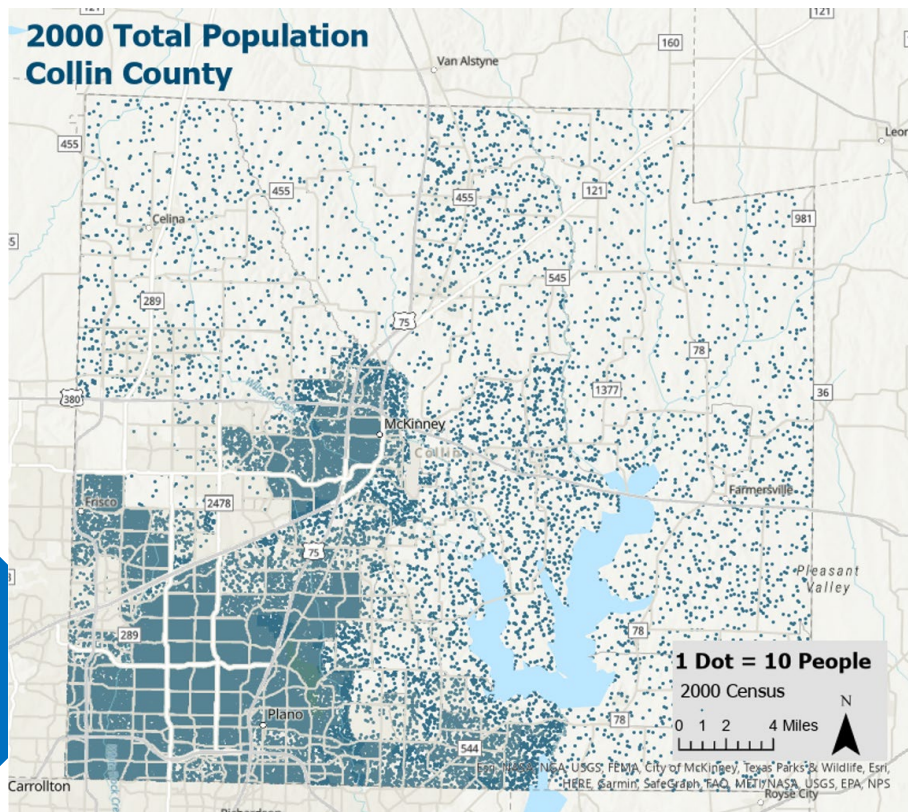
- County is the **third fastest growing in U.S.**
- Population **doubled** since 2000
- Projected to **double again** over next 30 years
- **112 new residents every day** - 40,000 in 2022

HISTORIC GROWTH

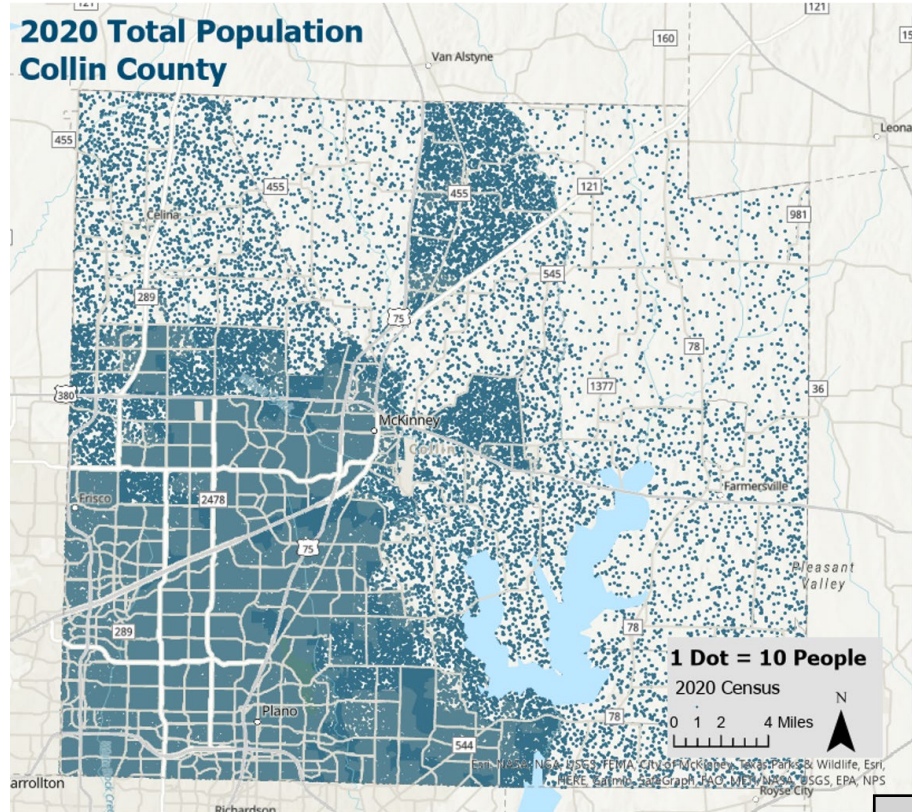
Population Metroplex Counties, 1970 to Present



HISTORIC GROWTH



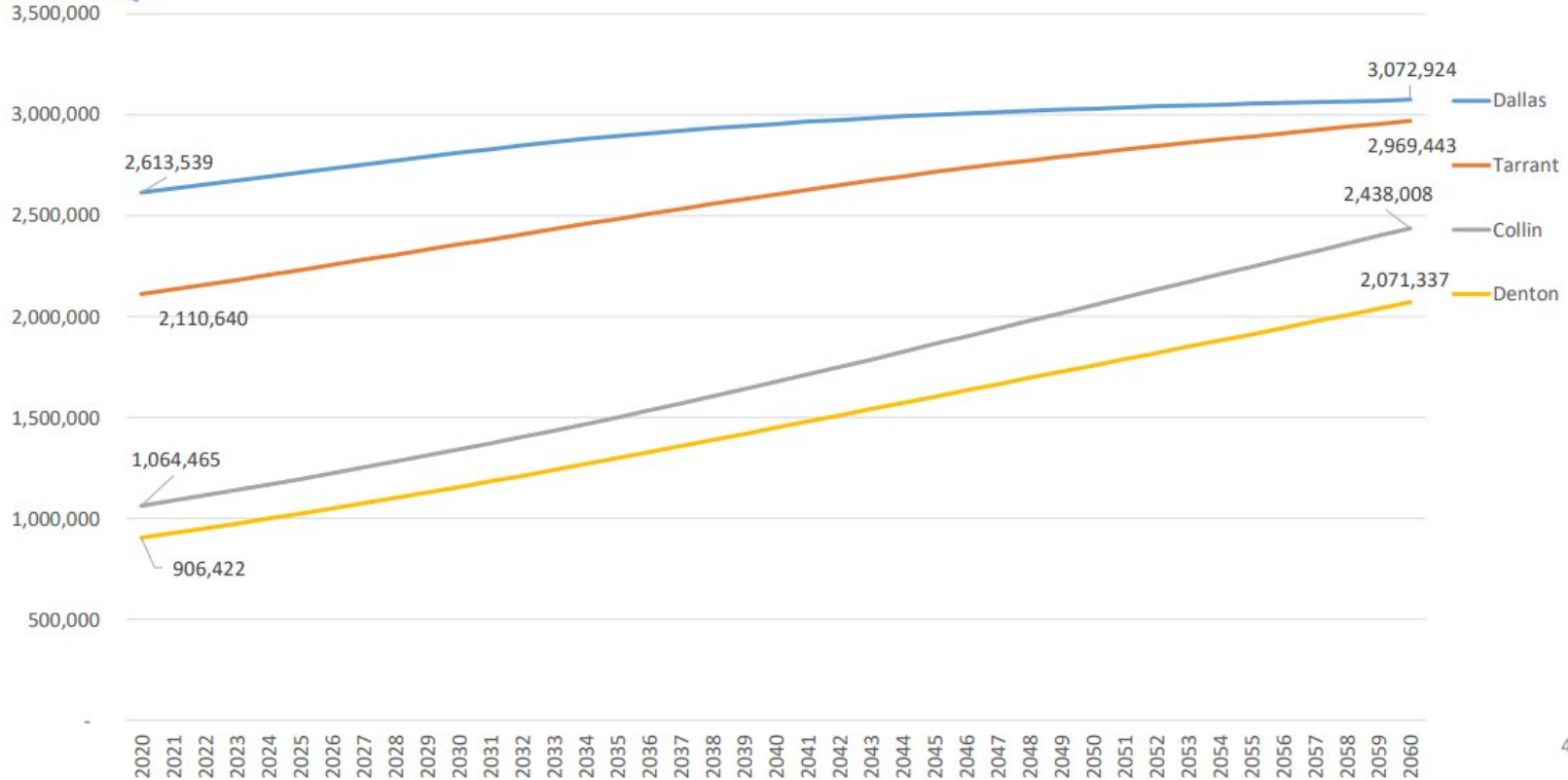
2000



2020

FUTURE GROWTH

Projected Population for Select Counties, Texas, 2020-2060



PROPOSALS

\$683.37 million bond package that includes five propositions

JUSTICE

PROPOSITION A
\$261.86M

ANIMAL SHELTER

PROPOSITION B
\$5.70M

HEALTH

PROPOSITION C
\$13.36M

PARKS

PROPOSITION D
\$22.45M

ROADS

PROPOSITION E
\$380.00M

PROPOSITION A

JUSTICE FACILITIES

- **Russell A. Steindam Courts Building and Parking** now at capacity
- Needs:
 - Courtroom expansion due to caseload growth
 - Additional District Attorney and District Clerk offices
 - Planned parking garage for additional staff, visitors and larger jury pools



JUSTICE FACILITIES CONT.

- **Adult Detention Infirmary** over capacity
- Needs:
 - Renovation of infirmary
 - Expansion of medical and mental health bed capacity



JUSTICE FACILITIES CONT.

- **Juvenile Facilities** nearing capacity
- Needs:
 - Addition of planned **Detention** cluster
 - Addition of space for **Juvenile Probation in the Plano facility**

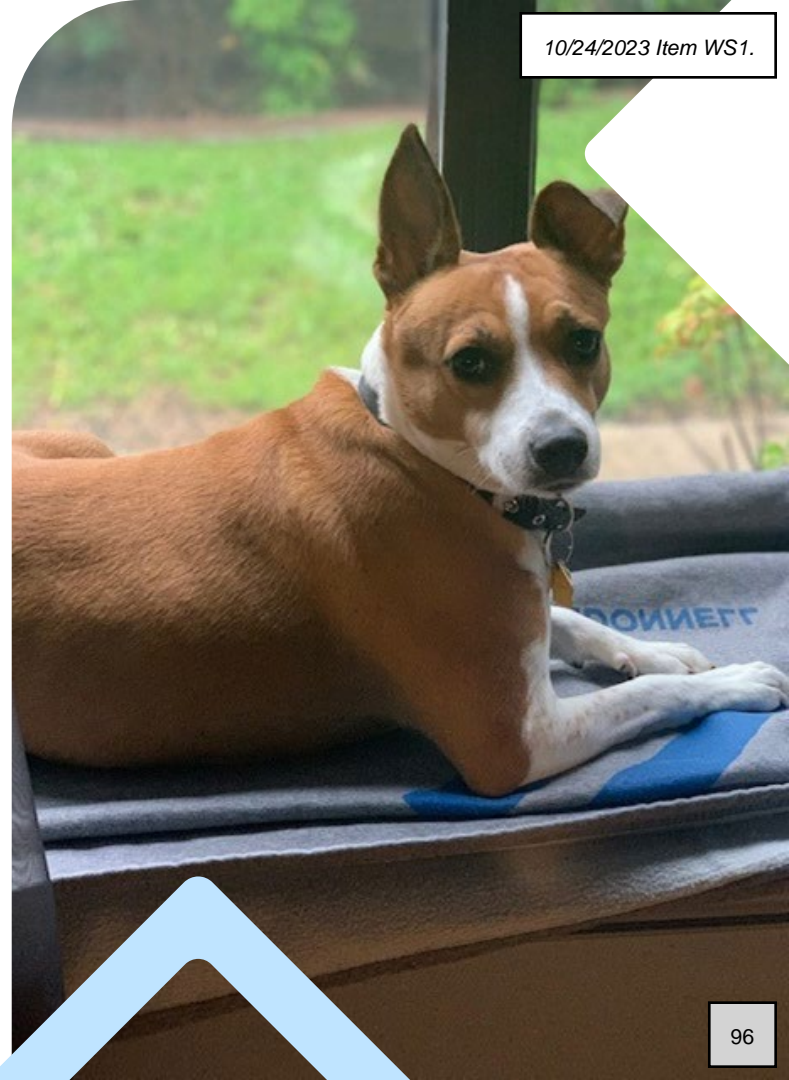
Proposition A
Justice System Facility Additions
\$261,864,179



PROPOSITION B

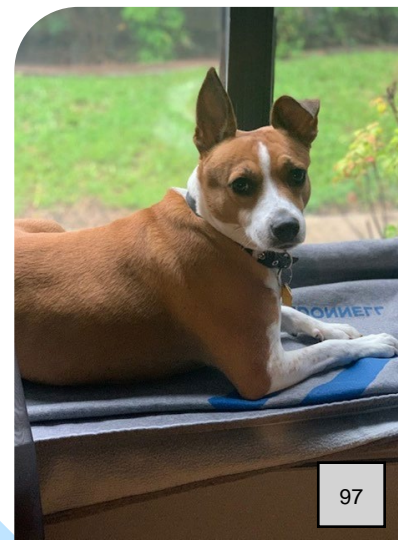
ANIMAL SHELTER

- **Shelter** consistently over capacity
- Number of adoptions much lower than before COVID
- Original facility built in 2006; no expansion since



ANIMAL SHELTER, CONT.

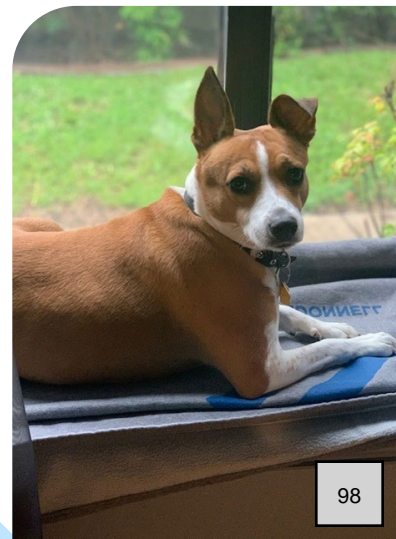
- Needs:
 - Shelter expansion including:
 - Additional 60 kennels for adoptable dogs
 - Additional 40 kennels for adoptable cats
 - Additional rooms for adoption and fostering



ANIMAL SHELTER, CONT.

- Shared Cost
 - Facilities and operations financially shared by *18 cities and municipal utility districts*
 - Majority of costs reimbursed by other entities

Proposition B
Animal Shelter Improvements
\$5,700,000



PROPOSITION C

PUBLIC HEALTH

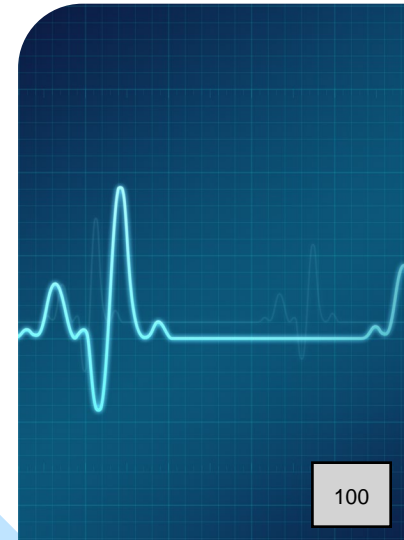
- **Medical Examiner's Facility** built in 1988 (700 Wilmeth Rd.)
- Over capacity
- Outdated for current needs
- No room in current location for expansion for today and future



PUBLIC HEALTH, CONT.

- Need new building to increase autopsy, storage and administrative capacity
- Federal COVID funds not adequate for Medical Examiner's Facility improvements; need bonds to supplement

Proposition C
Medical Examiner's Facility
\$13,360,685



PROPOSITION D

PARKS AND OPEN SPACE

- More **Parks and Open Space** to meet the needs for a growing County population
- Original buildings at **Myers Park and Event Center** need structural upgrades



PARKS AND OPEN SPACE, CONT.

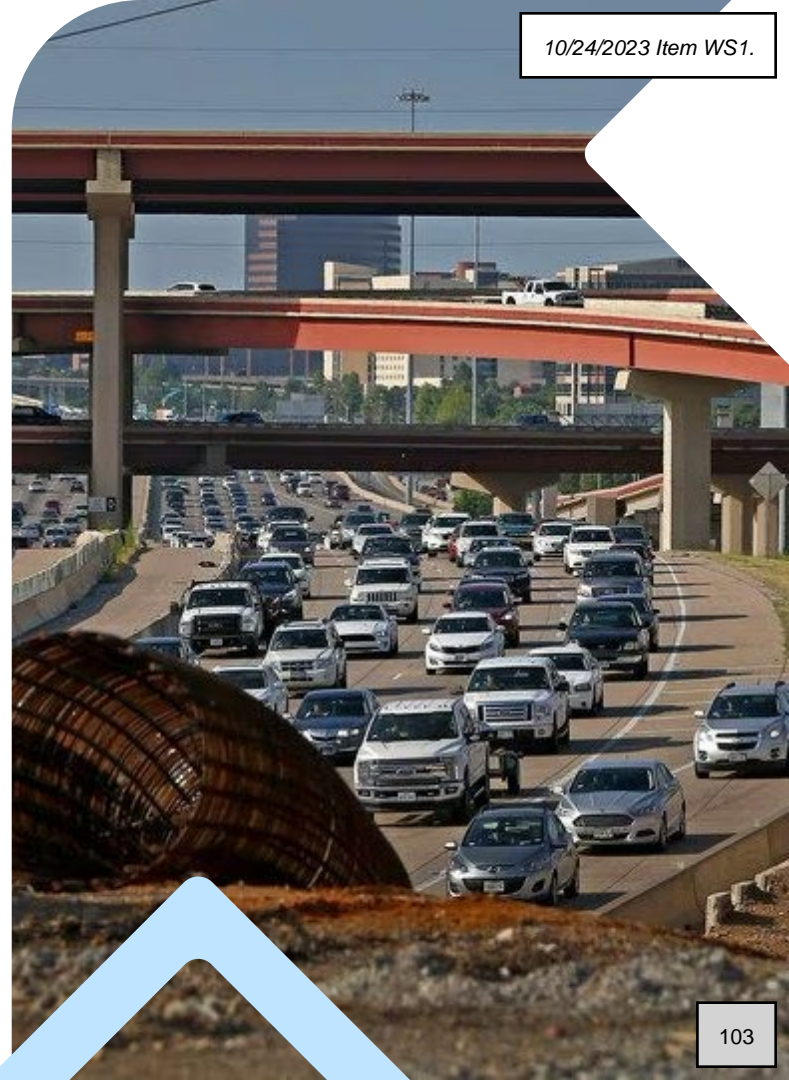
- Needs:
 - Partnering with cities for development of parks and open space
 - Reconstruction and renovation of aging facilities at Myers Park and Event Center

Proposition D
Parks & Open Space
\$22,450,000



PROPOSITION E ROADS

- Inadequate **Countywide Road Capacity** to sustain the local economy through the efficient movement of people and goods
- Deteriorating **Road Conditions** due to dramatic increase in development inside and outside of cities



ROADWAYS, CONT.

- Needs:
 - Capacity and structural improvements to county roads
 - Development of new regional thoroughfares and freeways
 - Partnerships with other transportation agencies for improvements to regional corridors

Proposition E Roads
\$380,000,000



2023 Collin County Bond Program

SUMMARY

■	Prop A	Justice Facilities	\$261,864,179
■	Prop B	Animal Shelter	\$ 5,700,000
■	Prop C	Medical Examiner	\$ 13,360,685
■	Prop D	Parks & Open Space	\$ 22,450,000
■	Prop E	Roads	<u>\$ 380,000,000</u>
		Total	\$ 683,374,864

2023 Collin County Bond Program

Tax Impact

- **NO TAX RATE INCREASE;** actually 5.5% lower than previous year
- **2023 average home value 13.8% higher than 2022**
- **Max 10% per year increase in home assessed value with homestead exemption**
- **Collin County taxes frozen for everyone age 65 and over and cannot increase**

Collin County Tax Rate	
Tax Year	Rate
2020	\$0.174951
2021	\$0.172531
2022	\$0.168087
2023	\$0.152443
2024	\$0.149343

Election Day

November 7, 2023

Early Voting

October 23 to November 3

Polling Locations and More Information

www.collincountytexas.gov

For Questions

Contact

CC2023BondProgram@gmail.co