

# Wylie City Council Regular Meeting

May 31, 2022 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## PRESENTATIONS & RECOGNITIONS

PR1. Wylie Way Students 4th Term / 1st - 12th Grade.

PR2. Recognizing May 2022 as Asian Americans and Pacific Islanders 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 May 10, 2022 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2022-40 of the City of Wylie, Texas granting a franchise agreement to Farmers Electric Cooperative, Inc.
- C. Consider, and act upon, Resolution No. 2022-16(R), ratifying Renaé Ollie as Acting City Manager in the absence of Brent Parker, City Manager.
- D. Consider, and act upon, Ordinance No. 2022-41 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation), Article IX (Cemeteries), to create Division 3 - Cemetery Operations.
- E. Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-3 Phase 2, establishing 104 residential lots and three open space lots on 13.125 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.
- F. Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-4 Phase 2, establishing 60 residential lots and two open space lots on 5.868 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.
- G. Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-4 Phase 3, establishing 75 residential lots on 6.171 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.

- H. Consider, and act upon, Ordinance No. 2022-42 regarding a change in zoning from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Ln. (ZC 2022-09).
- I. Consider, and act upon, Resolution No. 2022-17(R), repealing Resolution No. 2022-14(R), and authorizing the City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.
- J. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for April 30, 2022.
- K. Consider, and place on file, the City of Wylie Monthly Investment Report for April 30, 2022.
- L. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of April 30, 2022.
- M. Consider, and act upon, the approval of the purchase of Audio Visual Equipment and Installation from Lantek Audio Video & Communications LLC in the estimated amount of \$135,887.51 through a cooperative purchasing contract with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute any necessary documents.
- N. Consider, and act upon, Resolution No. 2022-18(R), suspending the June 17, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel for the Steering Committee.

## **REGULAR AGENDA**

- 1. Interview applicants for Board of Review vacancies for a term to begin July 1, 2022 and end June 30, 2024.
- 2. Consider, and act upon, Ordinance No. 2022-43 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- 3. Consider, and act upon, the first modification to PSPO #W2019-8-E for FM 544 (Stone Road) Phase 3 Improvements from North of Alfred Drive to Vinson Road to Freese & Nichols, Inc. in the amount of \$146,240.00 and authorizing the City Manager to execute any necessary documents.
- 4. Consider, and act upon, Ordinance No. 2022-44 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix A (Wylie Comprehensive Fee Schedule), Section IX (Parks and Recreation), Subsections A through H.
- 5. Consider, and act upon, Ordinance No. 2022-45 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- 6. Consider, and act upon, Ordinance No. 2022-46, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, amending Chapter 58 (Historical Preservation), Article I (General) and Article II (Landmarks).

## **WORK SESSION**

[WS1](#). Presentation providing an overview of Capital Projects Funding.

## **RECONVENE INTO REGULAR SESSION**

## **EXECUTIVE SESSION**

## **RECONVENE INTO OPEN SESSION**

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

## **READING OF ORDINANCES**

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

## **ADJOURNMENT**

## **CERTIFICATION**

I certify that this Notice of Meeting was posted on May 27, 2022 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

- § 551.071 – Private consultation with an attorney for the City.
- § 551.072 – Discussing purchase, exchange, lease or value of real property.
- § 551.074 – Discussing personnel or to hear complaints against personnel.
- § 551.087 – Discussing certain economic development matters.
- § 551.073 – Discussing prospective gift or donation to the City.
- § 551.076 – Discussing deployment of security personnel or devices or security audit.



# Wylie City Council

## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of May 10, 2022 Regular City Council Meeting minutes.

### Recommendation

Motion to approve Item as presented.

### Discussion

The minutes are attached for your consideration.

### Financial Summary/Strategic Goals

Community Focused Government



# Wylie City Council Regular Meeting Minutes

May 10, 2022 – 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: Junior Mayor Alvin Velasquez, Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Timothy T. Wallis, Councilman Scott Williams, and Councilman Garrett Mize.

Staff present included: Interim City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Finance Director Melissa Beard; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Planning Manager Jasen Haskins; Library Director Ofilia Barrera; Public Works Director Tommy Weir; Human Resources Director Lety Yanez; Recreation Division Manager Carmen Powlen; Parks Manager Brent Stowers; WEDC Executive Director Jason Greiner; Project Engineer Jenneen Elkahlid; City Secretary Stephanie Storm; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

Keith Spurgin, New Hope Christian Church Pastor, led the invocation, and Scouts BSA Troop 1869 led the Pledge of Allegiance.

## ISSUANCE OF CERTIFICATE OF ELECTIONS & ADMINISTRATION OF OATH OF OFFICE

Mayor Porter presented Certificates of Election and Municipal Court Associate Judge Ashley McSwain administered the Oath of Office to Councilmembers-Elect David R. Duke and Jeffrey Forrester.

## PRESENTATIONS & RECOGNITIONS

### PR1. Blue Star Banner Presentation.

Scott and LaNeigh Jones were present to accept the Blue Star Banner in honor of their son Mason Hartman who is currently serving in the U.S. Army. Ms. Jones stated he has been serving for 10 years and is currently stationed in Germany.

### PR2. Proclamation recognizing May 15-21, 2022 as National Police Week.

Mayor Porter presented a proclamation proclaiming May 15-21, 2022 as National Police Week in Wylie, Texas. Members of the Wylie Police Department were present to accept the Proclamation.

### PR3. Proclamation recognizing the week of May 9 - 13, 2022 as Economic Development Week.

Mayor Porter presented a proclamation proclaiming May 9-13, 2022 as Economic Development Week in Wylie, Texas. WEDC staff and board members were present to accept the Proclamation

## COMMENTS ON NON-AGENDA ITEMS

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Damian Johnson, representing the local Juneteenth committee, addressed Council giving information on the history of Juneteenth and spoke about the upcoming Juneteenth celebration being held on Saturday, June 18, 2022 from 10 a.m. to 4 p.m. in Olde City Park. Johnson thanked the Wylie Police Department, the City of Wylie, and the Wylie community for their support.

## 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 April 26, 2022 Regular City Council Meeting minutes.**
- B. Consider, and act upon, a Final Plat, being an Amended Plat, for Woodlake Village Addition, establishing one commercial lot on 17.691 acres generally located at 2050 N State Highway 78.**
- C. Consider, and act upon, a Final Plat for Wyndham Ridge, establishing 119 residential lots and three open space lots on 23.527 acres in the City of Wylie Extra Territorial Jurisdiction, generally located on Sachse Road approximately 900' southwest of Pleasant Valley Road.**
- D. Consider, and act upon, a Final Plat being a Replat for Sanden Addition, establishing three light industrial lots on 90.309 acres. Property located at 601 Sanden Boulevard.**
- E. Consider, and act upon, approval of substantial renovations in accordance with Ordinance No. 2013-17 for the remodel of an existing residential structure, located at 307 N. Jackson St. within the Downtown Historic District.**
- F. Consider, and act upon, Ordinance No. 2022-37 regarding a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for a restaurant with drive- thru on 1.02 acres, property located at 2020 N State Highway 78 (ZC 2022-07).**
- G. Consider, and act upon, Ordinance No. 2022-38 regarding a change in zoning from Commercial Corridor (CC) to Planned Development - Commercial Industrial (PD-CI) to allow for a commercial and light industrial development on 7.789 acres generally located on SH 78 1000' east of Eubanks Lane (ZC 2022-08).**
- H. Consider, and act upon, authorizing the Mayor to enter into a Cooperative Agreement for additional Law Enforcement Services, between the City of Wylie, Lavon Lake, Texas initiates Agreement No. W9126G22P0061 and the U.S. Army Corps of Engineers. This agreement is for the provisions of additional Law enforcement Services from May 20, 2022 through September 10, 2022 for a sum not to exceed \$52,228.75.**
- I. Consider, and act upon, Resolution No. 2022-15(R), repealing Resolution 2015-11(R), adopting Rules of Procedure for the Board of Review, adopted by Ordinance No. 2022-01.**

## Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve the Consent Agenda Items as presented. A vote was taken and motion passed 7-0.

Mayor Porter convened the Council into Executive Session at 6:37 p.m.

**Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.**

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

(1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or

(2) to hear a complaint or charge against an officer or employee.

(b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

**ES1. City Manager.**

**RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 6:54 p.m.

**REGULAR AGENDA**

1. **Consider, and act upon, the employment agreement between the City of Wylie, Texas and Brent Parker, and authorize the Mayor to execute the agreement.**

**Council Action**

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

2. **Consider, and act upon, the appointment of Mayor *pro tem* for a term beginning May 2022 and ending May 2023.**

**Council Action**

A motion was made by Councilman Williams, seconded by Councilman Duke, to appoint Councilman Forrester as Mayor *pro tem*. A vote was taken and motion passed 7-0.

3. **Hold a Public Hearing, consider, and act upon, a change in zoning from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Ln. (ZC 2022-09).**

**Staff Comments**

Planning Manager Haskins addressed Council stating the applicant is requesting an amended Planned Development (PD) to allow for an accessory dwelling unit (ADU) on the property. The purpose of the PD amendment request is to allow the construction and occupation of a new 4,000-square-foot single-family home while maintaining the existing structure that currently serves as the home for the property. The applicant bought the 27-acre property in 2015 with an existing 2,100-square-foot dwelling. In 2018 the applicant applied, and was approved for, a PD to allow for the construction of a 4,000 square foot log cabin style home. The PD was required at the time to allow for the log-style building materials. State law has since changed, allowing any building material that meets the building code. While the log-cabin design would be allowed by-right, the desire now is to also keep the existing 2,100 sq. ft. home after completion of the new larger house. However, the zoning ordinance allows for only one single-family home per lot in the Single-Family - Estate District (SF-ED). Having two habitable structures on the same lot requires a PD. The provided zoning exhibits show the existing home and the proposed new home. The surrounding properties are zoned Agricultural and are generally developed as SF-ED. Haskins reported seven notifications were mailed; with no responses returned in favor or in opposition of the request. As the property is over 27 acres, the surrounding properties are also large single-family lots, and no responses have been received in opposition to the request. The Planning and Zoning Commission did vote 4-0 recommending approval of the PD.

**Staff Comments**

Councilman Williams asked if there were minimum size lot deed restrictions on the lot, and asked if they would be better off replating the property. Haskins replied he was unsure of any deed restrictions, and added that the replating process on this property would be very difficult because of the layout of the property and the flood plain area. Councilman Wallis stated on this particular item which has plenty of acreage to accommodate two homes, it seems that we are making the residents jump through hoops. Haskins responded this is one of those items staff can bring back before the Commission and Council to recommend amending the Zoning Ordinance to allow properties that have over a designated number of acres, to allow two homes by right instead of having to go through this process.

**Public Hearing**

Mayor Porter opened the public hearing on Item 3 at 7:05 p.m. asking anyone present wishing to address Council to come forward.

No one came forward wishing to address the Council.

Mayor Porter closed the public hearing at 7:06 p.m.

**Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 3 as presented. A vote was taken and motion passed 7-0.

4. **Consider, and act upon, the award of bid #W2022-41-B Standby Generators for East Brown Street, Newport Harbor and Nortex Pump Stations in the amount of \$1,382,469.00 to McDonald Municipal & Industrial, a division of C.F. McDonald Electric Inc., and authorizing the Interim City Manager to execute any and all necessary documents.**

**Staff Comments**

Purchasing Manager Hayes addressed Council stating this item was put out to bid with a set of specs with an award methodology of "the lowest responsive, responsible bidder", and received offers from four different vendors. The bid specification contained a section titled "Manufacturer Requirements" with the definition that "to be classified as a manufacturer, the builder of the generator set must manufacture at a minimum, engines or alternators." The requirement was included in the bid specification to assure the City is receiving bids from established contractors that have a proven record of successful projects, using equipment with parts that are readily available. Section E5 of the bid specification listed three acceptable manufacturers, and in response to a vendor inquiry during the bid process, Addendum No. 1 was issued allowing for the consideration of alternative manufacturers subject to final determination by the City and the engineering firm of record Birkhoff Hendricks & Carter (BHC). The City received five offers from four firms. Four of the offers received were for alternative manufacturers, and one offer was for a pre-approved manufacturer. The City requested technical documents which were reviewed by BHC, and the final determination is that alternative manufacturers did not meet the requirements of the bid specification, which left the fourth lowest bid out of the five bids.

**Council Comments**

Mayor Porter added this would allow potable water to continue to flow through the City in the event of an electricity outage. Councilman Williams asked how this compares to what was budgeted. Hayes replied the budget was \$1.7 million. Williams confirmed that going with the fourth-lowest out of five is still under budget. Hayes confirmed that was correct.

**Council Action**

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve Item 4 as presented. A vote was taken and motion passed 7-0.

- 5. Consider, and act upon, Ordinance No. 2022-39 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

**Staff Comments**

Finance Director Beard addressed Council stating this item is to replace outdated hardware for meeting streaming services, the monthly cost of the streaming services, and also includes closed captioning. The total cost is \$83,180 and will increase the general budget and will decrease the fund balance by that exact same amount.

**Council Comments**

Mayor *pro tem* Forrester confirmed this was the annual cost. Beard replied it is the cost for the remainder of the budget year, which is \$2,045 a month. City Manager Parker added this is a part of the technology upgrade for the Council Chambers. Councilman Williams confirmed that \$150,000 had been budgeted for this project. Parker replied that is correct and the \$150,000 covers a majority of the project and this is an additional cost. Councilman Mize stated he was excited about this project as it will increase accessibility for residents. Williams asked if this has already gone out for bid and if the contract has already been awarded. Parker replied that a purchase order has not been issued yet and Purchasing Manager Hayes is currently reviewing the contract. Williams asked if this was the lowest responsive or part of the Co-op. Hayes replied it is part of a co-op contract and will come before Council at a future meeting.

**Council Action**

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Item 5 as presented. A vote was taken and motion passed 7-0.

- 6. Consider, and act upon, the appointment of a 2022 Board and Commissions City Council Interview Panel to conduct the May 2022 board applicant interviews.**

**Council Comments**

Mayor Porter stated historically the Mayor *pro tem* has served as the Chair of the Interview Panel, and asked for any volunteers that would like to serve on the Panel. Councilmen Williams and Duke volunteered to serve on the Panel.

**Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to appoint Mayor *pro tem* Forrester, Councilman Duke, and Councilman Williams to serve on the 2022 Boards and Commissions City Council Interview Panel. A vote was taken and motion passed 7-0.

- 7. Consider, and act upon, casting a recommendation for a candidate for the Executive Board of the North Central Texas Council of Governments (NCTCOG).**

**Council Comments**

Mayor Porter stated that the City received a letter and the individual cities can put forth a representative that will be presented to a board.

**Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mize, casting a recommendation for Matthew Porter as a candidate for the Executive Board of the North Central Texas Council of Governments (NCTCOG). A vote was taken and motion passed 7-0.

- 8. Consider, and act upon, authorizing the Mayor to request an extension with DART for the Collin County Rides Program.**

**Staff Comments**

City Manager Parker addressed Council stating in June 2016, the city of Wylie entered into an agreement with DART to provide rider assistance at a reduced or no cost rate. The funding for the program came through the Council of Government (COG), Toyota, and the City. The City's portion of the program was \$32,000 annually. The DART Board has decided to limit its service to non-service area cities who have a plan to become part of the DART service area through an election to dedicate sales tax. The service will end on September 30, 2022. Staff met with DART representatives to discuss options moving forward. The recommendation was made to request an extension with DART until options can be presented to council on a solution.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 8 as presented. A vote was taken and motion passed 7-0.

## **WORK SESSION**

Mayor Porter reconvened the Council into Work Session at 7:26 p.m.

Mayor Porter convened the Council into a break at 7:26 p.m.

Mayor Porter reconvened the Council into Work Session at 7:35 p.m.

### **WS1. Provide an overview of the concept creation and implementation of Tax Increment Reinvestment Zones.**

David Pettit and Natalie Moore, representing David Pettit Economic Development, LLC, addressed Council giving a presentation on Tax Increment Financing (TIF) "Common Approaches for Facilitating TIF Public/Private Investments" including the concept of TIF including Tax Increment Reinvestment Zones (TIRZ), TIRZ Revenues, why create a TIRZ, example of TIF, TIRZ creation process, common questions, public/private partnerships, TIRZ expenditures, Program 380, and process; key stages for facilitating new investment including key stages, project analysis, incentive package, and payment method; case studies; tasks necessary to create a TIRZ; and questions.

Council questions included what is the optimum time for setting a TIRZ up, what would be the minimum size of a TIRZ, how are the risk and loss calculated, asked for additional information regarding encouraging the relocation of a targeted business, and would general categories be used or would specific buckets be identified.

Mayor Porter convened the Council into a break at 8:29 p.m.

Mayor Porter reconvened the Council into Work Session at 8:38 p.m.

### **WS2. Discuss and receive direction on the future operations of the Wylie Recreation Center.**

Recreation Division Manager Carmen Powlen addressed Council giving a follow up since the March 12 meeting including meeting with the City of McKinney, conducting a market study, reviewing resident unique user subset, breaking out the rentals and activities from the grouping of passes, and preparing the second draft of proposed rec pass fees. Powlen reviewed the resident unique user-registered use-only document with benchmarks and drafted proposed rec fees. Powlen explained that the goal is to move fees to a sustainable long-term plan and some fees, e.g. Adult pass fees, will initially be inconsistent and need time to catch up; even with the irregularities and keeping senior rates flat, the initial proposed recovery rate of 61 percent may be achieved on this plan.

Council questions and feedback included what encompasses rentals, who were the major consumers of the Friday Workshops and Health and Fitness classes, the proposed Adult fees do not include a discount for the auto renewal until year two, understand prioritizing auto renew but the one year should not exceed the cost of the auto renew, like the auto renew over yearly contracts, concerns that the adults and families do not have enough increase to offset the cost, what is the recovery rate that staff is looking at, would like to offer autorenewal, offer structured sports league with a more competitive nature, less of a free for all on the court, like that senior citizen rates remain flat, can staff send a copy of the spreadsheet to Council, what does the 2.4 target represent from PROS Consulting, what

areas would be used to recoup costs, how many members does the Recreation Center have not including day pass users, balancing classes better, multi-use floor in classrooms in order to be more available, do not like day passes, having a guest pass is ok but not consistent day passes, see the gym floor split with a divider and have a court dedicated to specific sports and a specific age, have great ideas, look at a summer pass option, keep as affordable for residents but remain competitive, and it is overdue for a fee evaluation.

Council direction included a 70 percent recovery rate target and to give the City staff the chance to make changes.

### **Citizen Comments**

Carl Dulac addressed the Council stating the Recreation Centers problem is a marketing issue, and suggested when trash service is set up provide the resident with the Recreation rates, and thanked Council for not choosing the YMCA.

Carolyn Dulac addressed the Council stating because of the affordability of the Recreation Center she was able to recover from a serious illness and thanked the Council for keeping the Recreation Center with the City.

Darnell Marshall addressed the Council stating the activities that he participates in, expressed gratitude for taking the opportunity to be objective and consider the constituents and membership as it is the heartbeat of the community, and thanked Council for listening to the citizens.

### **WS3. Discuss City of Wylie trash services.**

City Manager Brent Parker addressed Council stating this work session is to discuss the possibility of bringing solid waste in-house or continue utilizing a vendor as our current solid waste contract ends in 2023. Utility Billing Manager Orie Lealan addressed Council giving a presentation on trash services which included: proposed Utility Division organization chart, area cities with Solid Waste Departments, residential trash user data, rendering of DuraPack with rapid rail arm - 33 yard/14 tons, rendering of Palfinger Epsilon M100L97- 33' of reach, 45-yard body - 4 tons, and Vision Software. Finance Director Beard reviewed the projected start-up, recurring, and personnel costs.

Council questions and discussion included do other cities split the residential/commercial/recycle duties, would there be any increases with Community Waste Disposal (CWD) in the future, impressive information, would like to see an RFP for solid waste and review references concerning their service, City staff doing the work would care more about the City than a contractor so bringing it in house may be something to look at, what would it look like if the City took the recycling on, would want to know where we think the market will go with CWD and others, concern with the increase in cost, survey customers to see if they are okay with an increase if a better service can be provided, try to determine what the new contract with CWD will be, this is a great starting point, open to the idea of bringing solid waste in house, senior citizen discount a great idea, look at single cart versus additional cart rates, look at recycling, the positive with CWD is they do accept a robust amount of materials and do not want to see the City step backwards with what we accept for recycling, open to both paths but would like to compare, like the idea of having more control over the operation, continue to do both services on the same day if the City does the solid waste and contracts the recycling out, and what will be the availability of equipment and personnel if the City brings it in house.

Staff answered questions from Council.

Mayor Porter convened the Council into a break at 10:21 p.m.

Mayor Porter reconvened the Council into Work Session at 10:29 p.m.

### **WS4. Human Resources Department Presentation.**

Human Resources Department Director Yanez addressed Council giving a presentation on the Human Resources Department including department responsibilities, Workforce Solutions National Trends, employment data, accidents and injuries, accomplishments for FY 2022, employee engagement, training, medical statistics, current

medical enrollment by tier, monthly medical premiums, monthly cost share by tier, annual City cost by tier based on current enrollment, high claims utilization \$10,000+, spousal coverage statistics, peer comparison, peer information, and what's ahead. Yanez gave a few options and requested Council direction moving forward.

Questions from Council included are we looking at retention programs for high turnover positions, what is the cause for the increases in accidents and injuries, do most employees leave for more money or better benefits, send total pay statements including benefits to employees annually, is the number of accidents and injuries similar to other cities, offer choices for compensation, and what is the reason for the high cost for employee and spousal insurance. Staff answered the questions from Council.

Council's direction was to leave spousal coverage as is and make no changes at this time.

#### **WS5. Presentation providing an overview of the Smith Public Library Department.**

Library Director Barrera addressed Council giving a presentation on the Library Department including: how the library is more than a book, statistics from the library, partnerships, and FY21 accomplishments.

#### **RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 11:22 p.m.

#### **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive Session at 11:22 p.m.

#### **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.

#### **ES2. Discuss possible lease of City facilities to the Wylie Historical Society.**

#### **RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 11:35 p.m.

#### **READING OF ORDINANCES**

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

City Secretary Storm read the captions to Ordinance Nos. 2022-37, 2022-38, and 2022-39 into the official record.

#### **ADJOURNMENT**

A motion was made by Councilman Duke, seconded by Councilman Strang, to adjourn the meeting at 11:37 p.m. A vote was taken and motion passed 7-0.

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

**ATTEST:**

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





# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: Renae' Ollie

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

### Subject

Consider, and act upon, Ordinance No. 2022-40 of the City of Wylie, Texas granting a franchise agreement to Farmers Electric Cooperative, Inc.

### Recommendation

Motion to approve Item as presented.

### Discussion

The current franchise agreement with Farmers Electric Cooperative, Inc. has expired. The proposed new agreement better defines "Gross Receipts" to include *revenue billed but not received*.

The term and payments of the agreement are annual payments equal to four percent (4%) of the annual Gross Receipts, and carry the final payment through May 31, 2042.

Both the city's attorney and the attorney for FEC have reviewed the agreement.

### Financial Summary/Strategic Goals

**ORDINANCE NO. 2022-40**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, GRANTING TO FARMERS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION AND ITS PERMITTED SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT THE BUSINESS OF ACQUIRING, INSTALLING, CONSTRUCTING, MAINTAINING, USING, AND OPERATING AN ELECTRIC POWER UTILITY SYSTEM IN THE CITY OF WYLIE, TEXAS; GRANTING THE RIGHTS TO USE AND OCCUPY PRESENT AND FUTURE PUBLIC RIGHTS-OF-WAY OF THE CITY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN ELECTRIC POWER UTILITY SYSTEM BY THE AFORESAID ELECTRIC COOPERATIVE; PRESCRIBING THE CONDITIONS, RESTRICTIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; PROVIDING FOR A FEE OR CHARGE TO BE PAID TO THE CITY FOR THE USE THEREOF; PROVIDING THAT SUCH FEE OR CHARGE SHALL BE IN LIEU OF OTHER FEES AND CHARGES; PROVIDING FOR SAVING, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, Farmers Electric Cooperative, Inc. ("Cooperative"), is now and has been engaged in the electric power utility business in the State of Texas; and

WHEREAS, in furtherance of such business and for many years, the Cooperative has constructed, operated and maintained certain aspects of its electric power utility system within the State of Texas and within the City of Wylie ("City"), pursuant to rights granted the Cooperative under the laws and regulations of the State of Texas and other Governmental or Regulatory Authorities (as defined in Article II, Section 4 herein) with the authority to contract with and regulate the Cooperative; and

WHEREAS, the Cooperative is using the public rights-of-way within the City for the above-referenced purposes under the terms of franchise Ordinance No. 2022-40, heretofore duly passed by the City Council of the City; and

WHEREAS, the City Council has investigated and determined that it will be advantageous and beneficial for the citizens of the City to grant to the Cooperative a non-exclusive right to conduct its electric power utility business in the City pursuant to this Ordinance, which governs the terms and conditions of that business; and

WHEREAS, it is to the mutual advantage of both the City and the Cooperative that this Ordinance establish the conditions under which the Cooperative shall operate in the City; and

WHEREAS, all required legal notices have been given in the manner and form set forth by law.

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

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

**SECTION 2: Repeal of Ordinance No. 1996-21; Adoption of Exhibit A.** Ordinance No. 1996-21 is hereby repealed in its entirety and replaced by this Ordinance, including Exhibit A attached hereto and incorporated herein for all purposes. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, and the acceptance by the Cooperative as set forth below, at which time Ordinance No. 1996-21 shall be repealed. Such repeal shall not abate or extinguish any obligations that have been incurred but not fulfilled under Ordinance No. 1996-21, including but not limited to the payment of any franchise fees which are due and owing.

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

**SECTION 4: Acceptance by Franchisee.** This Ordinance shall be effective if the Cooperative files its written acceptance, in the form attached as Exhibit B, with the City Secretary, not later than sixty (60) days after the date of the City Council's passage of this Ordinance. A failure to file a fully executed acceptance within the sixty (60) day period shall render the City Council's passage and approval of this Ordinance void without further action.

**SECTION 5: Effective Date:** If the Cooperative accepts this Ordinance, the Ordinance becomes effective as of \_\_\_\_\_.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS** on this 31st day of May, 2022.

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

**ATTESTED TO AND  
CORRECTLY RECORDED BY:**

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

*Dates of Publication:* \_\_\_\_\_, 2022 in *The Wylie News*

## **EXHIBIT A**

### **DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context and whenever the sense of the text requires, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive.

1. “City” shall mean the City of Wylie, Texas.
2. Days means calendar days unless otherwise specified.
3. Electric Power Utility System means all interrelated lines, equipment, poles, installations, systems, fixtures, and other facilities or appurtenances used or necessary for the transmission and distribution of Electric Utility Service in the City by the Cooperative, including but not limited to poles, wires, guy wires, anchors, associated appurtenances, primary cables and conductor, secondary cables and conductor, secondary pedestals, conduits, ducts, vaults and manholes, junction boxes, pad-mounted sectionalizing enclosures, pad-mounted switchgears, transformers, insulators, street lights, metering equipment, communications equipment, and other facilities and equipment related thereto.
4. Electric Utility Service or Electricity means the sale, distribution, conveyance, or other transmission of energy (kWh) and power (kW) and related services within the City by the Cooperative.
5. Force Majeure means delays due to acts of God, civil disturbances, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, epidemics, fire, unavoidable casualty, weather, failure of suppliers, war, riots, and any other cause or occurrences beyond the control of the Cooperative.
6. Governmental or Regulatory Authority means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, or any state, county, city or other political subdivision.
7. Member means any person, consumer, customer, or entity that has completed membership requirements with the Cooperative and has been accepted by the Cooperative’s Board of Directors as a member or that receives Electric Utility Service from the Cooperative.
8. NESC means National Electric Safety Code.
9. “Public Right(s)-of-Way” shall mean City public streets, avenues, alleys, roads, parkways, highways, thoroughfares, public utility easements and other authorized public grounds that allow electric utilities, as they now exist or may be hereafter constructed, opened, laid out or extended within the present corporate limits of the City, or in such territory as may hereafter be annexed to the City.
10. Service Regulations means the service standards of the Cooperative.

## **ARTICLE I. GRANT OF AUTHORITY**

**SECTION 1:** There is hereby granted to the Cooperative, its permitted successors and assigns, the non-exclusive right, privilege and franchise to have, acquire, construct, expand, reconstruct, install, maintain, use, and operate an Electric Power Utility System in the Public Rights-of-Way for the purpose of providing Electric Utility Service to the City and its inhabitants for the considerations, and subject to the conditions, terms, duties, obligations, limitations and regulations, hereinafter prescribed and subject to all lawful statutes, charter provisions, ordinances, rules and regulations applicable to the Cooperative and its operations. In addition, the Cooperative is authorized to lease capacity on its Electric Power Utility System to other service providers.

**SECTION 2:** The Cooperative, its permitted successors and assigns, is hereby granted the non-exclusive rights to use and occupy; and, the non-exclusive rights to place, remove, construct, reconstruct, upgrade, extend, replace, maintain, and operate along, across, on, over, through, above, and under the Public Rights-of-Way, the Cooperative's Electric Power Utility System and to provide Electric Utility Service to end-use customers who purchase and ultimately consume Electricity in the City, said consent being granted for a term of twenty (20) years, in accordance with Article V, Section 1 of this Ordinance.

**SECTION 3:** Nothing in this Ordinance shall be construed to require or authorize Cooperative to exceed its certification rights granted by the Public Utility Commission of Texas, except as may be mutually agreed upon by the City and the Cooperative.

## **ARTICLE II. CONSTRUCTION, RETIREMENT, MAINTENANCE AND OPERATION OF ELECTRIC POWER UTILITY SYSTEM**

**SECTION 1:** The Electric Power Utility System will be installed pursuant to the Cooperative's standard electric utility construction practices; the NESC; and the rules, regulations and code requirements of a Governmental or Regulatory Authorities with jurisdictional authority.

**SECTION 2:** The Cooperative will maintain all of its Electric Power Utility System in reasonable operating condition and in compliance with all applicable standards and regulations at all times during the continuance of this Ordinance. However, when services furnished by the Cooperative are interrupted, impaired or prevented by Force Majeure, the Cooperative shall use commercially reasonable efforts to restore normal electric utility service as soon as practical. Nothing contained herein shall be construed to require either Cooperative or City to prevent or settle a strike or labor dispute or disturbance against its will.

**SECTION 3:** The Cooperative shall use commercially reasonable efforts to offer line extensions and services to the City and its inhabitants, taking into consideration the circumstances, conditions and costs involved. The City shall not regulate the rates, services, or operations of the Cooperative in violation of applicable law.

**SECTION 4:** In conducting its business and in the acquiring, placing, expanding, installing, using, building, removing, upgrading, extending, constructing, retiring, renewing, replacing, operating or maintaining of the Electric Power Utility System as provided herein, the Cooperative shall comply with all lawful statutes, regulations and requirements of the City or other applicable Governmental or Regulatory Authority.

## **ARTICLE III. CONDITIONS OF RIGHTS-OF-WAY OCCUPANCY**

**SECTION 1:** That portion of the surface of any of the Public Rights-of-Way or adjacent property disturbed by the Cooperative, its agents, employees, contractors or representatives in the acquiring, placing,

expanding, installing, using, building, removing, upgrading, extending, constructing, retiring, renewing, replacing, operating or maintaining the Electric Power Utility System shall be restored as close to the condition in which it was found before such work was undertaken by Cooperative, its agents, employees, contractors or representatives within a commercially reasonable period of time or three (3) months, whichever is sooner, all in accordance with all applicable City regulations and ordinances. The Cooperative shall, except in the case of a bona fide emergency, provide notice to the City Engineer before commencing any excavation in any portion of the Public Rights-of-Way and, in the case of a bona fide emergency, provide notice to the City Engineer of any such excavation as soon as reasonably practicable. The Cooperative shall, in the acquiring, placing, expanding, installing, using, building, removing, upgrading, extending, constructing, retiring, renewing, replacing, operating or maintaining the Electric Power Utility System within the Public Rights-of-Way; minimize interference with traffic, with the flow of water in any gutter or drain, with the operations of any City-owned utility, with any existing electric, water, sewer or telephone facilities, traffic control signals, street lights, fire lines or communications lines; follow all State and City regulations regarding erosion control, and place or cause to be placed appropriate barriers to mark excavations or obstructions, all in accordance with all applicable City regulations and ordinances. The Cooperative, its agents, employees, contractors or representatives working on behalf of the Cooperative shall obtain permits for construction, excavation and/or obstructions in Public Rights-of-Way, as provided in City regulations and ordinances, but shall not be required to pay for such permits. City shall have the right to inspect all construction, reconstruction, installation work and/or any other work performed the Cooperative, its agents, employees, contractors or representatives working on behalf of the Cooperative and to make such tests as it deems necessary to ensure compliance with the terms of this Ordinance, City regulations and ordinances, and any other local, state or federal laws. The Cooperative shall not place any part of the Electric Power Utility System where the same will unduly interfere with any gas, electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, or other utility and all such improvements shall be placed in such manner as not to unreasonably interfere with the usual travel or use of the Public Rights-of-Way. The right to place any part of the Electric Power Utility System under this Ordinance is limited to the Public Rights-of-Way.

**SECTION 2:** In connection with the City's construction, reconstruction, relocation, maintenance, repair, improvement, widening, or altering the grade of any public street, avenue, alley, road, parkway, highway or thoroughfare; or in connection with the City's construction, reconstruction, relocation, maintenance, repair, improvement or removal of any public property, structure or facility; or in connection with any other type of City public improvement project; if ordered by the City for the Cooperative to move, relocate, change, alter or modify any Cooperative Electric Power Utility System located along, across, on, over, through, above or under Public Rights-of-Way, the Cooperative shall comply with such City request. All costs and expenses associated with the aforementioned changes to Electric Power Utility System on Public Rights-of-Way shall be paid for by the Cooperative where the Electric Power Utility System is in conflict, unless such work is for the sole purpose of beautification. The Cooperative and City shall jointly determine whether and the extent to which the Electric Power Utility System are in conflict in reference to electric distribution industry standard safe operating practices for existing facilities. All such removals or relocations shall be performed in accordance with applicable City regulations and ordinances.

**SECTION 3:** The Cooperative shall, at all times, use commercially reasonable methods to provide and supply electric utility service to the City and its inhabitants within the Cooperative's service area, taking into consideration the circumstances, conditions and costs involved.

**SECTION 4:** Nothing contained within this Ordinance shall affect the right of the Cooperative to make claims, including claims for costs or damages, in the event that the City requires or requests the Cooperative to move, relocate, change, alter or modify any of the Electric Power Utility System located in private easements, private rights-of-way or real property owned by the Cooperative.

**SECTION 5:** In the event the City is considering a relocation, change, alteration or modification of the Electric Power Utility System located in private easements, private rights-of-way or real property owned by the Cooperative, the City shall first provide a description of the Electric Power Utility System, its location and relocation, change, alteration or modification requirements and request an estimate of the costs for the proposed project. The Cooperative shall estimate the reasonable and necessary costs of the proposed project and provide such estimate to the City. If the City requires or requests the Cooperative to relocate, change, alter or modify its Electric Power Utility System, then, to the extent such Electric Power Utility System are located in private easements, private rights-of-way or real property owned by the Cooperative, the City shall remit to the Cooperative payment in full for the Cooperative's reasonable and necessary cost estimate within thirty (30) days of the receipt of the Cooperative's invoice. The City hereby agrees that the Cooperative has no obligation to perform until the City's payment has been received by the Cooperative.

**SECTION 6:** In connection herewith, if any of the aforementioned relocations, changes, alterations or modifications to the Electric Power Utility System is eligible for reimbursement, as permitted and to the extent allowed by law, pursuant to any reimbursement programs of any Governmental or Regulatory Authority, and such reimbursement is required to be handled through City, the Cooperative's costs and expenses incurred by the Cooperative to which it is properly and legally entitled for the completion of said projects shall be included in any application by City for reimbursement if the Cooperative submits its cost and expense documentation to City prior to the filing of the application. The City shall provide notice to the Cooperative of the deadline for the Cooperative to submit documentation of the costs and expenses of such relocation to City in order for City to be able to submit its application for reimbursement to such program in a timely manner.

**SECTION 7:** The Cooperative, its permitted successors and assigns, is hereby granted the right, license, privilege and permission needed to reasonably manage vegetation, including but not limited to trimming or cutting trees or using any other commercially and lawfully acceptable method, such as herbicide, so as to prevent the vegetation from coming in contact with the wires or cables of the Cooperative's Electric Power Utility System and to keep the Rights of Way, easements, and other public grounds and places clear and accessible for operations, maintenance, and repair of the Cooperative's Electric Power Utility System. The Cooperative shall trim only so much of such vegetation as is reasonable and necessary to prevent contact with the Electric Power Utility System and to keep the Rights of Way, easements, and other public grounds and places clear and accessible for operations, maintenance, and repair of the Cooperative's Electric Power Utility System. All tree trimming shall be performed in accordance with the standards promulgated by the National Arborist Association and the International Society of Arboriculture. The Cooperative shall be responsible for trimming any tree that contacts the Electric Power Utility System at the request of the City Manager or his/her designated representative, and the City shall have the right to supervise any such request. If a dispute arises between the Cooperative and any property owner regarding vegetation management or tree trimming as described herein, the Cooperative shall immediately cease all work and the Cooperative and the City shall mutually determine a reasonable solution to said conflict.

**SECTION 8:** The Cooperative, upon the written request of any person or entity, shall remove, raise or lower its wires temporarily to permit the moving of houses, buildings, or other bulky structures provided that the person or entity requesting this service has either a building moving permit issued by the City or some other showing of authorization that is recognized by the City as being an appropriate and authoritative document. The expense and cost of such temporary removal, raising or lowering wires shall be paid by requesting party or parties. The Cooperative may require such payment in advance and is without obligation to perform until such payment shall have been made by the requesting party or parties and is received by the Cooperative. The Cooperative shall be given not less than fifteen (15) business days' advance written notice to arrange for such temporary wire changes and cable adjustments. The clearance of wires above ground, subsequent to the move, shall conform to the basic standards of the National Electrical Safety Code, in effect at the time of original installation and any other lawful regulations controlling such installations.

**SECTION 9:** Nothing contained in this Ordinance shall be interpreted or construed to require the Cooperative to accept, or to permit, or to allow the City, other utility companies, or any other third party, to place or install attachments for their own benefit and use, into or on the Electric Power Utility System. An additional, separate, non-contingent written agreement between the Cooperative and the entity requesting such use shall be prerequisite to the installation of any such attachments or such use of the Electric Power Utility System by the City. The aforementioned separate, non-contingent agreements, do not, are not, and shall not, by any way or means, be considered, construed or interpreted to be an addendum, amendment or other type of modification to the terms and conditions contained in this Ordinance.

**SECTION 10:** The franchise granted herein is not exclusive, and nothing herein shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

#### **ARTICLE IV. INDEMNIFICATION AND LIABILITY FOR DAMAGES**

**SECTION 1:** Without waiving any immunity or limitation of liability, the Cooperative shall defend, indemnify and hold harmless the City, its officials, agents and employees from and against all claims, costs, lawsuits, expenses and damages to persons or property that arise out of or occasioned by the intentional and/or negligent acts or omissions of the Cooperative or any of its officials, agents, employees and contractors in connection with the acquiring, placing, expanding, installing, using, building, removing, upgrading, extending, constructing, retiring, renewing, replacing, operating or maintaining of the Electric Power Utility System in the Public Rights-of-Way, provided however that the indemnity provided by this Article IV, Section 1 shall not apply to claims, costs, lawsuits, expenses and damages caused in whole or in any part by the intentional and/or negligent acts or gross negligence or omissions of the City, its officials, agents or employees, and further provided that the City provides the Cooperative with reasonably prompt notice of any such claims, costs, lawsuits, expenses and damages brought against the City. In the event of joint and concurrent negligence or fault of both the Cooperative and the City, responsibility, if any, shall be apportioned comparatively between the City and the Cooperative in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Cooperative and the City, responsibility for all costs of defense shall be apportioned between the City and the Cooperative based upon the comparative fault of each. In fulfilling its obligation to defend and indemnify the City, the Cooperative shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. The Cooperative shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to defense and indemnification under this Ordinance. If the Cooperative fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Cooperative shall be liable for all reasonable defense costs incurred by City.

**SECTION 2:** The Cooperative will maintain an appropriate level of insurance and/or self-insurance in consideration of the Cooperative's obligations and risks undertaken pursuant to this Ordinance. To the extent the Cooperative's insurance of its obligations and risks undertaken pursuant to this Ordinance is in the form of self-insurance then such self-insurance must be permitted by applicable law and be administered by the Cooperative under a plan of self-insurance maintained in accordance with sound accounting and risk-management practices. The Cooperative shall furnish the City with a letter evidencing such self-insurance signed by an authorized representative of the Cooperative. The Cooperative will furnish a new insurance certificate should there be any material reduction in the Cooperative's insurance coverage. The Cooperative shall require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage purchased for the sole purpose of insuring the Cooperative's obligations pursuant to this agreement will name the City as an additional insured up to the amounts required by the City's regulations and ordinances.



**SECTION 3:** The aforementioned indemnity provisions are not intended to, and shall not, create or allow any claim, cause of action, liability or other rights and remedies for the benefit of any third parties, but are solely and only for the benefit of the Cooperative and the City.

## **ARTICLE V. TERM AND PAYMENT TO THE CITY**

**SECTION 1:** This Ordinance shall be in full force and effect for the period beginning with the Effective Date herein and ending twenty (20) years after such date.

**SECTION 2:** To compensate the City for use of the Public Rights-of-Way authorized hereby, the Cooperative agrees to pay to the City annually a sum of money equal to four percent (4%) of the annual Gross Receipts for the preceding calendar year, or portion thereof, received by the Cooperative from the sales of all Electric Utility Service provided by the Cooperative within the City (the “Fee”). For the purposes of this Section 2, “Gross Receipts” shall mean all amounts classified as electric service revenues collected by the Cooperative from the Cooperative’s Members for the provision of Electric Utility Service received by the Cooperative’s Members at a location within the City, including revenue billed but not received, contributions in aid of construction rental and fees paid by third parties for joint use attachments to or other use of the Electric Power Utility System. The term Gross Receipts shall exclude, but not limited to, the following: reimbursements for damage to the Electric Power Utility System; reimbursements for relocation cost of moving the Electric Power Utility System; advances in aid of construction; line extension charges in the form of one-time payments or monthly facilities charges; taxes; revenues from materials or equipment sales; principal and interest payments on amounts loaned by the Cooperative; membership fees; deposits; revenues and receipts received from electric utilities for the use of Cooperative transmission lines, Electric Power Utility System, and wholesale distribution sales; rental or fees paid by third parties for joint use attachments to or other use of the Electric Power Utility System; other miscellaneous non-operating revenues and receipts not directly related to the provision of Electric Power Service (i.e. interest income on Cooperative bank accounts); or any receipts required to be remitted by the Cooperative to third parties.

Further, the parties agree as follows:

- A. Payments for each calendar year shall be made on or before March 15 of the year immediately following.
- B. The City agrees that the consideration as set forth in the preceding paragraphs shall be paid and received in lieu of any other tax, license, charge, fee, rental, expense, or any other character of charge for use and occupancy of the Public Rights-of-Way in the City. This consideration is in lieu of, but not limited to, any pole tax, inspection fee tax or other form of tax, inspection or other fees, any lawful permit or other fees and any easement or franchise tax whether levied as an ad valorem, general, special or other character of tax. However, this consideration (i) shall not be in lieu of any imposition expressly provided for herein, (ii) shall not be in lieu of the usual, general ad valorem or special assessments to abutting land owners on property now or hereinafter levied, whether on real or personal property, owned or used by the Cooperative, situated within the jurisdiction of any Governmental or Regulatory Authority authorized to impose and collect such usual, general ad valorem or special assessment to abutting landowners taxes, and (iii) shall not be in lieu of any other ordinary and necessary trade obligation of the Cooperative to make payments or reimbursements to the City for materials or services rendered as provided or required by applicable law.
- C. The Cooperative is expressly authorized by the City to surcharge each Cooperative Member within the City the full amount of the Fee attributable to that Member. The Cooperative’s obligation to

pay the Fee shall extend for so long as, but no longer than and only to the extent that, the Cooperative may lawfully surcharge the Fee to Cooperative customers within the City.

- D. With each payment of the Fee as required herein, the Cooperative shall furnish to City a statement, executed by an authorized officer of the Cooperative, or his or her designee, certifying the total amount of Gross Revenues received, as defined herein, by the Cooperative for the payment period as being true and correct.
- E. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission in accordance with § 183.003, TEX. UTIL. CODE, as amended, for the time period involved. If the requirement that interest be paid on customer deposits be removed from State law, then the interest rate shall be annual interest identified as the “US Prime Rate” in the Money Rates column published each day in the Wall Street Journal, as amended, and sometimes defined generally therein as the “base rate on corporate loans posted by at least seventy percent (70%) of the nation’s ten (10) largest banks.” If the Wall Street Journal should cease publishing such rate, then the interest rate shall be based on another similar source that identifies the interest rate on corporate loans at large U.S. money center commercial banks.

**SECTION 3:** In no event shall the Cooperative be obligated to pay a total Fee in excess of four percent (4%) in the aggregate by reason of more than one entity having jurisdiction over all or any part of the City. Should the Cooperative be required, at any time, to pay a Fee or other fee or tax to any entity other than the City, for the use and occupancy of all or any part of the Public Rights-of-Way of said City, the amount of the Fee herein payable to the City shall be reduced dollar for dollar by the amount of all fees, taxes and charges paid to such other entities. By way of example, should the Cooperative be required to pay 1% of its Gross Receipts to another entity as an additional Fee, the Fee to the City would be reduced to 3% of the Gross Receipts.

## **ARTICLE VI. RECORDS, REPORTS AND AREA OF CITY AFFECTED**

**SECTION 1:** The Cooperative shall keep complete and accurate books of account and records of its business and operations from which the Gross Receipts and the Fee liability may be determined. If reasonably requested and to the extent available, copies of relevant portions of such books of account and records shall be made available to the City. The obligations in this article shall survive the termination, rescission or expiration of this Ordinance.

**SECTION 2:** Upon receiving reasonable advance notice, the City, its officials, or authorized personnel and agents shall have access to all books of account and records of the Cooperative relating to this Ordinance, as reasonably needed, to determine the accuracy of the Cooperative’s calculation of the Gross Receipts and the Fee. Such information shall be considered confidential or proprietary matters disclosed to the City and shall be held in confidence by the City being disclosed only with the prior written consent of the Cooperative or as otherwise required by applicable law, including but not limited to the Texas Public Information Act and the Texas Open Meetings Act.

**SECTION 3:** The Cooperative shall provide to the City an accurate map setting forth the Cooperative’s Electric Power Utility System located within the City, which map shall be corrected, brought up to date and provided to City within 60 days of the date requested by City.

**SECTION 4:** This Ordinance shall extend to any and all territory within the incorporated limits of the City served by the Cooperative, and to that which may be annexed by the City during the term of this Ordinance.

In the event of deannexation by the City this Ordinance shall be reduced to the remaining territory used by the Cooperative that continues to be within the City.

**SECTION 5:** Upon receiving notice and verification from the State of Texas of the City's annexation or deannexation, the Cooperative shall identify all customers located within such annexed or deannexed area and adjust its maps and accounting records accordingly. Cooperative shall have one hundred eighty (180) days from such notice to begin collecting and paying the Fee for any revenues received from the Cooperative's Members or Members residing in the newly annexed territories.

**SECTION 6:** If Cooperative provides confidential or proprietary information to the City, Cooperative shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. City agrees to maintain the confidentiality of any non-public information obtained from Cooperative so designated to the extent allowed by law. City shall not be liable to Cooperative for the release of any information City is required to release by law. If City receives a request under the Texas Public Information Act that includes Cooperative's document(s) of a proprietary or confidential nature, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). City also will provide Cooperative with a copy of this request, and thereafter Cooperative is responsible for establishing that an exception under the Texas Public Information Act allows City to withhold the information.

## **ARTICLE VII. SAVING, REPEALING AND SEVERABILITY**

**SECTION 1:** The Cooperative shall not be declared in default or be subject to any sanction under any provision of this Ordinance in those cases in which performance of such provision is prevented by Force Majeure or other causes and occurrences beyond the reasonable control of the Cooperative.

**SECTION 2:** The Cooperative shall not be in default under this Ordinance until written notice of any alleged failure to perform has been given. After written notice to the Cooperative, the Cooperative shall have an opportunity to be heard, and thereafter, a period of not less than sixty (60) days for the Cooperative to cure the default. If the Cooperative fails to cure such default upon expiration of the sixty (60) days, or if such default cannot reasonably be cured within sixty (60) days, and if the Cooperative fails to commence to cure the default within such sixty (60) days, the City may pursue remedies pursuant to provisions herein or applicable law. The City shall not rescind this Ordinance unless the Cooperative has failed to cure a default after being given notice and an opportunity to cure in accordance with the Section.

**SECTION 3:** Headings, titles and subtitles contained in the body of this Ordinance are for the convenience of the parties and, as such, are not intended to be used in construing or interpreting this Ordinance.

**SECTION 4:** If the City should consider terminating this Ordinance and the rights, privileges and franchise granted herein, the City shall notify the Cooperative, in writing, as soon as reasonably possible, but in no case less than sixty (60) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered. The City recognizes the Cooperative's right and obligation to provide electric utility service in accordance with the Cooperative's Certificate of Convenience and Necessity issued and authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code and, as such, said termination shall not affect the Cooperative's statutory obligation to provide electric utility service within the City.

## **ARTICLE VIII. RESERVATION OF REGULATORY POWERS; RESERVATION OF LEGAL RIGHTS**

**SECTION 1:** The City, by the granting of this franchise, does not surrender or to any extent lose, waive, imperil or lessen the lawful powers and rights now or hereinafter vested in the City under the Constitution and Statutes of the State of Texas and the United States of America and the City Charter; and the Cooperative, by its acceptance of this franchise, agrees that all such lawful regulatory power and rights as the same may be vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

**SECTION 2:** The Cooperative by accepting this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in the Cooperative under the Constitution and the Statutes of the State of Texas and the United States of America and/or the Governmental or Regulatory Authorities having jurisdiction over the Cooperative's operation, provision and termination of electric power service, which may, from time to time, supersede the powers vested in the City.

**SECTION 3:** Nothing contained in this Ordinance shall limit or interfere with any power conferred upon the Public Utility Commission of Texas, or its successor entities, or any rights conferred, by the Public Utility Commission of Texas or other Regulatory Authority having jurisdiction, upon the Cooperative's acquiring, installing, maintaining and operating of an electric power utility business and system, which is contained within the City. The City hereby expressly reserves the right to grant, at any time, like rights and franchises as it may see fit to any other person or entity for the purpose of furnishing utility services to and for the City and the inhabitants thereof.

## **ARTICLE IX. GOVERNING LAW, LIMITATIONS AND COMPLIANCE**

**SECTION 1:** This Ordinance shall supersede any and all other ordinances or franchises granted by the City to the Cooperative, its predecessors and assigns for the delivery of Electric Utility Services. All other said City ordinances between the City and Cooperative relating to the subject matter contained herein are hereby repealed.

**SECTION 2:** This franchise is subject to the provisions of the Constitution and laws of the United States of America and the State of Texas and the ordinances and City Charter of the City of Wylie. The exclusive venue for all causes of action arising out of or relating to this Ordinance shall be the District Courts of Collin County, Texas.

## **ARTICLE X. MISCELLANEOUS**

**SECTION 1:** Any notice provided for under the terms of this Ordinance by either the City or the Cooperative to the other shall be in writing and delivered personally or transmitted (i) by registered or certified mail, return receipt requested, postage prepaid or (ii) by means of a prepaid overnight delivery service or (iii) by facsimile or email transmission provided that it is followed by a hard copy of the same delivered by the United States Postal Service or by overnight delivery service as just described. Notices shall be deemed received; (i) upon receipt in the case of personal delivery; (ii) when the return receipt requested is dated and signed by the receiving party in the case of United States Postal Service delivery; or (iii) the next day in the case of facsimile or overnight delivery. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Ordinance. Said notice shall be provided within ninety (90) days of the date of such change of address.

The City and the Cooperative agree that all notices or communications to the other party permitted or required under this Ordinance shall be delivered as follows.

To the City at the following address:

City of Wylie  
Attn: City Manager  
Wylie Municipal Complex  
300 Country Club Road, Building 100, 1<sup>st</sup> Floor  
Wylie, Texas 75098  
Fax: \_\_\_\_\_

And to the Cooperative at the following address:

Farmers Electric Cooperative, Inc.  
Attn: Legal  
2000 Interstate Highway 30 East  
Greenville, Texas 75402-9084  
Fax: (903) 453-0787

**SECTION 2:** This Ordinance contains the entire understanding between the City and the Cooperative with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties with respect to the subject matter of this Ordinance that are not fully expressed herein.

**SECTION 3:** The rights granted by this Ordinance inure to the benefit of the Cooperative, and any parent, subsidiary, affiliate, or permitted successor entity now or hereafter existing. The rights shall not be assignable without the express written consent of the City Council of the City, except the Cooperative may assign its rights under this Ordinance to a parent, subsidiary, affiliate, or successor entity without such consent, so long as (i) such parent, subsidiary, affiliate, or successor assumes all obligations of the Cooperative hereunder, (ii) is bound to the same extent as the Cooperative hereunder, and (iii) has net capital and liquid assets reasonably equivalent to the Cooperative's as of the month immediately preceding the assignment or there are provided other guarantees or assurances of the authorized assignee's financial ability to perform all obligations of the Cooperative hereunder found to be reasonably acceptable to the City. Any required consent is to be evidenced by an ordinance of the City Council of the City that fully recites the terms and conditions, if any, upon which consent is given. The Cooperative shall give the City written notice within sixty (60) calendar days of such assignment to a parent, subsidiary, affiliate, or successor entity. This Ordinance is binding upon the successors and assigns of the parties hereto.

**SECTION 4:** The provisions of this Ordinance may not be amended or changed, except pursuant to a written instrument signed by both parties. If the City and the Cooperative agree to amend or change a provision of this Ordinance, the change shall become effective upon (i) passage of an ordinance, in accordance with the City Charter by the City, fully reciting the amendment or change along with the section of this Ordinance being amended or changed and (ii) acceptance of the ordinance by the Cooperative.

**SECTION 5:** The rights and remedies of the City and the Cooperative set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or equity. The City and the Cooperative understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by the City or the Cooperative of any one or more of such remedies shall not preclude the exercise by the City or the Cooperative, at the same time or different times, of any other

such remedies. The waiver by either party of any breach or violation of any provision of this Ordinance shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Ordinance.

**SECTION 6:** The City Secretary is hereby authorized and directed to make appropriate endorsements over his/her official hand and seal of the City, and attach such endorsements for recording at the conclusion of this Ordinance. The City Secretary shall record the date upon which this Ordinance shall take effect.

**SECTION 7:** A caption and summary of this Ordinance shall be published in accordance with applicable law as well as provide for the Effective Date being thirty (30) days after final adoption by the City Council.

**SECTION 8:** Each of the parties represent and warrant that at the time of execution of this Ordinance or its acceptance it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party. Each signatory represents this Ordinance has been read by the party for which this Ordinance or its acceptance is executed and that such party has had an opportunity to confer with its counsel.

**SECTION 9:** The parties agree that City has not waived its governmental or sovereign immunity by entering into and performing its obligations under this Ordinance.

**EXHIBIT B**  
**ACCEPTANCE BY FRANCHISEE**

FRANCHISEE, Farmers Electric Cooperative, Inc. hereby accepts City of Wylie Ordinance No. 2022-40 (a copy of which is attached hereto).

The person whose signature is below is authorized to sign and bind Farmers Electric Cooperative, Inc. to the terms of this acceptance.

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Farmers Electric Cooperative, Inc.

By: \_\_\_\_\_  
 (Signature)

Its: \_\_\_\_\_  
 (Title)

Street Address:  
 2000 Interstate Highway 30 East  
 Greenville, Texas 75402-9084

THE STATE OF TEXAS                   §  
   §  
 COUNTY OF HUNT                   §

BEFORE ME, the undersigned authority, on this day appeared, MARK STUBBS, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for the Farmers Electric Cooperative, Inc., a Texas corporation, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Notary Public Signature

My Commission Expires:

\_\_\_\_\_



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, Resolution No. 2022-16(R), ratifying Renaé Ollie as Acting City Manager in the absence of Brent Parker, City Manager.

### Recommendation

Motion to approve Item as presented.

### Discussion

Article IV, Section 1.D. of the Wylie City Charter requires the City Manager, within 30 days of taking office, to designate a staff member to serve as the Acting City Manager in his absence. A letter designating the Acting City Manager is to be filed with the City Secretary and ratified by the City Council. Renaé Ollie has been designated by Brent Parker to function in this capacity, in the event of his absence or disability.

A letter is on file from City Manager Brent Parker, effective May 31, 2022, designating the current Deputy City Manager, Renaé Ollie.

### Financial Summary/Strategic Goals

Community Focused Government



**RESOLUTION NO. 2022-16(R)****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,  
RATIFYING RENAÉ OLLIE AS ACTING CITY MANAGER IN THE EVENT OF  
THE ABSENCE OF BRENT PARKER, CITY MANAGER.**

**WHEREAS**, Article IV, Section 1(D), of the Wylie City Charter requires the City Manager, within 30 days of taking office, to designate a staff member to serve as the Acting City Manager in their absence, and;

**WHEREAS**, Brent Parker has filed with the City Secretary a letter designating Renaé Ollie as Acting City Manager in the event of his absence or disability.

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

**SECTION 1:** Renaé Ollie is hereby ratified as Acting City Manager in the absence or disability of Brent Parker.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas on this the 31st day of May 2022.

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

**ATTEST TO:**

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

**Our Mission...**

*...to be responsible stewards of the public trust,  
to strive for excellence in public service  
and to Enhance the quality of life for all.*

May 30, 2022

Stephanie Storm  
City Secretary  
City of Wylie

Stephanie,

Per Article IV, Section 1 (D) of the City Charter, the City Manager is required to designate an alternate within 30 days after taking office by filing a letter with the City Secretary. The designated alternate will be considered for ratification by the City Council during the May 31, 2022 meeting.

In the event of my absence or disability, I am designating Renae` Ollie as Acting City Manager

A handwritten signature in black ink, reading 'J. Brent Parker'.

J. Brent Parker  
City Manager  
City of Wylie



# Wylie City Council

## AGENDA REPORT

**Department:** City Manager  
**Prepared By:** Renae' Ollie

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

### Subject

Consider, and act upon, Ordinance No. 2022-41 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation), Article IX (Cemeteries), to create Division 3 - Cemetery Operations.

### Recommendation

Motion to approve Item as presented.

### Discussion

The Cemetery Advisory Board was established by the adoption of Ordinance No. 2021-21, on April 13, 2021 by the Wylie City Council.

Wylie's Code of Ordinances, Chapter 78, Section 78-359. - Powers and Duties, gives the Board the power to develop for City Council approval, a set of bylaws governing rules of procedure for the Board's meetings and operation.

Staff conducted research of various municipally owned cemeteries as well as reviewing the Local Government Code and the Health and Safety Code as it pertains to cemetery operations. Staff held several work sessions with the Board to discuss the operations of the cemeteries.

The Cemetery Advisory Board has reviewed and voted to direct staff to present the subject Rules of Operation for approval by the City Council.

### Financial Summary/Strategic Goals

Health, Safety and Well-Being, Infrastructure

**ORDINANCE NO. 2022-41**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 78 (PARKS AND RECREATION), ARTICLE IX (CEMETERIES); CREATING DIVISION 3, CEMETERY OPERATIONS AND PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, cemeteries are among the most valuable historic and cultural heritage resources;

**WHEREAS**, Article XI, Section 18 of the Home Rule Charter of the City of Wylie, Texas ("Wylie" or "City") and state law authorize Wylie to acquire, establish and own all property that may be useful or necessary for establishing, maintaining and operating one or more cemeteries; and

**WHEREAS**, Chapter 78, Article IX, Division 2, prescribes the power and duties of the Cemetery Advisory Board; and

**WHEREAS**, Section 78-359 Powers and Duties gives the Cemetery Advisory Board the power to establish rules of procedure for Board's operations; and

**WHEREAS**, the City Council finds that it is in the best interest of the citizens of Wylie to amend Chapter 78 (Parks and Recreation) of the City's Code of Ordinances, Ordinance No. 2021-17, as amended ("Code of Ordinances"), as set forth below, to promote public health, safety and welfare through establishing rules of operation for municipally owned cemeteries.

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

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

**SECTION 2: That Chapter 78 of the Code of Ordinances, City of Wylie, Texas, is hereby amended by adding Division 3. - Cemetery Operations, which shall read as follows: ....:**

**"CHAPTER 78 – PARKS AND RECREATION**

**ARTICLE IX CEMETERIES**

**DIVISION 3. - CEMETERY OPERATIONS**

**Sec. 78-370. General.**

- (a) The City of Wylie Cemetery ("cemetery") is set apart for the burial of human remains subject to the rules established in this chapter, the Code of the City of Wylie and any applicable ordinances, state or federal laws.
- (b) Burial spaces in the cemetery shall be conveyed to a purchaser by a certificate of ownership for the purpose of burial only. The rights of the purchaser are subject to such rules and ordinances as may be enacted or amended from time to time by the city council.

- (c) The rules and regulations contained herein are designed to protect the rights of all cemetery space owners. The rules as adopted have been determined to be reasonably necessary and incidental to achieve the objectives.
- (d) The four cemeteries under ownership and maintenance of the city consists of approximately 9 acres:
  - (1) Kreymer Cemetery COL-C145, located within a designated park property on the west side of Kings Ct., Avalon Addition Phase II, Blk J, Lot 7, 1.996 acres;
  - (2) Hughes Cemetery COL-C034, ABS A0688 F De La Pina Survey, Sheet 4, Tract 109, 2.0 Acres;
  - (3) Wylie Cemetery #99 COL-C011 Railroad, Blk 24, Lot Blk 24 2-6 Blk 25 1-4 Blk 26 1-4 Blk 27 1-5 & 13, 3.00 Acres;
  - (4) Wylie Cemetery #99 COL-C011ABS A0688 F De La Pina Survey, Sheet 4, Tract 101, 2.2985 Acres.
- (e) Sale by the city of cemetery spaces shall be limited to the new addition as spaces in the original section of the cemetery have been previously sold.

**Sec. 78-371. Cemetery care.**

- (a) The city shall provide for the continuing care, maintenance, operation, and improvements to the cemetery. In general, this shall include: maintenance of fences and walls, road maintenance, mowing, edging, pruning, landscape construction or removal of plant material, policing of the grounds, pest control, and such other maintenance as may be necessary to keep the cemetery presentable at all times.
- (b) Cemetery care does not include the purchase, erection, repair, or replacement of monuments, headstones, markers, or any other item on a space.

**Sec. 78-372. Hours of operation.**

The cemetery shall be open every day from sunrise to sunset.

**Sec. 78-373. Purchase options.**

- (a) *Standard cemetery space:*  
***Wylie Cemetery:***  
***Old section (Lot of 12)-30'x20'***  
***First new section-4'x10'***  
***Newest section-6'x12'***  
***Kreymer Cemetery:***  
***Old section (Lot of 6)-12'x24'***  
***New section-4'x12'***
- (b) A Baby Land Cemetery space is three feet by five feet (3' x 5').
- (c) Purchase price of all cemetery spaces shall be established by ordinance and amended as necessary.
- (d) Interment: Only one casket will be permitted in each grave. In the event cremation is utilized, a maximum of four (4) interments will be permitted in one (1) space.

**Sec. 78-374. Resale options.**

The sale, transfer, or assignment of any cemetery space by any owner or purchaser shall not be binding upon the city until it has been approved by the city manager or their designee. Resale pricing of burial spaces shall not exceed the current sale price of a city burial space. Upon said approval, burial rights to the cemetery space shall be conveyed by the city through the issuance of a new certificate to the new owner or purchaser upon payment of all fees, as established by ordinance and amended as necessary.

**Sec. 78-375. Cemetery records.**

Records giving full data on all interments shall be kept in the Wylie Parks and Recreation Department files, and shall be made available to the public. The data is to include the section, lot, and space along with the name, age, and date of interment for each grave space occupant.

**Sec. 78-376. Cemetery sexton.**

- (a) The city manager or their designee shall serve as the cemetery sexton, who has the necessary authority to execute orders and to put into effect the rules and regulations prescribed by this chapter.
- (b) The cemetery sexton shall have the same powers, duties, and immunities granted by law to a police officer for the city. He/she shall maintain order and enforce the cemetery rules and regulations, federal law, state law, and municipal ordinances in the cemetery, and as near to the cemetery as necessary to protect cemetery property.
- (c) The cemetery sexton shall have such other duties and responsibilities as may be assigned by the city manager.

**Sec. 78-377. Copies of chapter furnished to interested persons.**

The cemetery sexton shall furnish a copy of this chapter to each person proposing to purchase a space in the cemetery. Each funeral director having charge of burials in the cemetery, and each person selling monuments, markers, or other improvements for spaces or lots in the cemetery, shall advise interested persons of the provisions of this chapter and shall see that they receive copies of this chapter.

**Sec. 78-378. Requirements for grave markers and monuments.**

- (a) All monuments are subject to the provisions of this chapter and specifications prepared by and kept for record in the Wylie Parks and Recreation Department. However, all monuments in the new section of the cemetery will be flush to the ground except for the family lot upright markers.
- (b) Monument dealers must notify the cemetery sexton of their intention of erecting a monument, and obtain a permit upon payment of all fees as established by ordinance and amended as necessary, before proceeding with the work. The site and excavation must be approved by the cemetery sexton so that it will not interfere with the placement of a monument on an adjoining lot. Also, allowance must be made for the future filling-in of the space to the prescribed level of cemetery spaces already established.
- (c) The cemetery sexton shall have the right to inspect all memorials before the same are placed on the foundations thereof. He/she may refuse the placing of any memorial on such a foundation if he/she finds that such memorial is not in compliance with any of the provisions of this chapter, or that the workmanship has not been done in a skillful, workmanlike manner, or that the foundation is not adequate to sustain the weight of the memorial.

- (d) The cemetery sexton reserves the right to prohibit the erection of any vault, monument, or marker that may be considered inappropriate.
- (e) No monument will be allowed on any cemetery space until the burial right for the space is paid in full.
- (f) All monuments must be fabricated of bronze, granite, marble or stone of approved quality.
- (g) All foot markers shall be placed at or below ground level.
- (h) All grave mounds shall be low, oval shaped, not exceeding twelve (12) inches in height in the center, and sloping to the edges so as to permit a mowing machine to easily pass over.
- (i) Permanent bronze, granite, or marble vases and/or urns may be placed on the monument base or die, but not on the ground. Chairs, benches, or settees are prohibited.
- (j) Permanent bronze, granite or marble vases and/or urns may be placed upon cemetery spaces provided they are attached to the sides and/or tops of permanent markers.
- (k) Funds will be allocated for grave leveling, and a provision of a small semi-permanent grave marker that notes the name, birth date, and death date on which for any plots whose family has chosen or is unable to purchase a permanent grave marker.

#### **Sec. 78-379. Burial rights.**

The cemetery sexton is authorized to execute, on behalf of the city, documents transferring burial rights in the cemetery, conveying to purchasers the right of sepulcher with the restrictions and covenants established by the Wylie City Council. Burial rights are issued for the use of the family of the purchaser and not for resale or speculation. The cemetery sexton may sell the rights only to individuals and not businesses or business entities. The intent of this restriction is to prevent the reselling of burial rights as a business. Transfer of a burial right from the family of the purchaser is restricted to sales to individuals and not corporations or business entities at a price not to exceed the current city burial space sale price. The cemetery sexton is authorized to purchase burial rights related to vacant cemetery spaces at the current price as set forth by the city for such a right.

#### **Sec. 78-380. Cemetery responsibility.**

The cemetery shall take reasonable care to protect the burial rights of cemetery space owners, but disclaims all responsibility for loss or damage caused by action of thieves, vandals, or other causes beyond its control.

#### **Sec. 78-381. Placement of objects in the cemetery.**

- (a) No objects of any kind may be placed on graves or other cemetery property except as specifically provided herein. No advertising of any sort shall be permitted within the cemetery including the posting of signs advertising the proposed sale of private burial spaces.
- (b) Fresh flowers, artificial flowers, or floral pieces placed at the gravesite at any time, or funeral designs placed at the gravesite at interment, will be removed when unsightly or wilted but in no event longer than fourteen (14) days after placement. Items desired to be retained by the family and/or visitors must be removed within seventy-two (72) hours after being placed on the gravesite.

No more than one individual container of fresh or artificial flowers may be placed or affixed on each space provided that:

- (1) Affixed flowers may be placed in containers approved by the cemetery sexton and consisting of bronze, granite or marble.

- (2) All flowers must be placed on or immediately next to the monument, or if there is no monument, at the head of the grave.
- (c) No planting of any kind shall be permitted within the new section of the cemetery.
- (d) All other planting must be done under the supervision and consent of the cemetery sexton.
- (e) The City of Wylie is not responsible for the loss of shrubs or plants whether planted by city crews or by direction of the owner of any space in the cemetery.
- (f) The City of Wylie is not responsible for any funeral design, floral piece, vegetation or other article or thing placed on any space or grave in the cemetery.
- (g) The City of Wylie reserves the right to trim, prune or remove any shrub and/or plant whenever necessary or advisable.
- (h) The City of Wylie may plant trees or shrubs on lot boundary lines.
- (i) The City of Wylie is exempt from the requirements of this section.

**Sec. 78-382. Construction prohibited.**

No construction of any nature or kind, such as curbing, fencing, coping, trellises, or enclosure of any kind, whether of vegetation or construction, around any cemetery space or lot, shall be permitted.

**Sec. 78-383. Payment prerequisite to use.**

No interment shall be permitted in any cemetery space until the purchase price of such space, and any other charges or fees associated with the cemetery space, have been paid in full.

**Sec. 78-384. Interment.**

An application for burial designating the location for burial, establishing ownership, or right to use the designated space, and establishing the authority of the person to control the burial on behalf of the deceased must be filed with the cemetery sexton, and a written permit issued prior to any interment upon payment of all fees as established by ordinance and amended as necessary.”

**SECTION 3: Savings/Repealing Clause.** All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

**SECTION 5: Effective Date.** This Ordinance shall become effective immediately upon its adoption.



**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE,  
TEXAS**, on this 31st day of May, 2022.

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

**ATTEST:**

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



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-3 Phase 2, establishing 104 residential lots and three open space lots on 13.125 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.

### Recommendation

Motion to approve Item as presented.

### Discussion

**OWNER: Woodbridge Townhomes I LTD**

**APPLICANT: Johnson Volk Consulting**

The applicant has submitted a final plat creating 104 single family attached lots and three open space lots on 13.125 acres generally located on the southwest corner of Hooper Road and Hensley Lane. The subdivision is part of Planned Development 2018-19 and allows for an attached single-family development. The preliminary plat for this development was approved in August of 2017.

Two modifications were made to the final plat from the preliminary plat:

- An open space lot adjacent to Applewood Way was removed. The reason for the removal of the open space lot is to allow for all residential lots to have street frontage and the open space lot not serving as a functional community space.
- Casey Court was revised to Casey Way and is no longer a cul-de-sac. This change was made due to the street connecting to the separate Manors at Woodbridge development to allow a second entrance to the Manors subdivision.

The plat meets the requirements of the Subdivision Regulations, including engineering review and fire code (by providing fire sprinklers within each residential home). All open space lots shall be dedicated and maintained by the HOA.

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

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

### P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

### Financial Summary/Strategic Goals

Planning Management



LEGAL DESCRIPTION

WOODBIDGE VILLAS, TRACT A-3, PHASE 2  
13.125 ACRES

BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being part of those tracts of land described in Deed to Woodbridge Townhomes I, Ltd., as recorded in Document Nos. 20190418000423350 and 20190418000423360, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found in the south line of said Woodbridge Townhomes I, Ltd. tract recorded in Document No. 20190418000423350 at the southwest corner of WOODBRIDGE VILLAS TRACT A-3, PHASE 1, an Addition to the City of Wylie, Collin County, Texas according to the Plat thereof recorded in Document No. 20191219010005540 (Book 2019, Page 872), Map Records, Collin County, Texas;

THENCE South 89 degrees 34 minutes 05 seconds West, with said south line, a distance of 666.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 00 degrees 25 minutes 55 seconds West, leaving said south line, a distance of 105.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 48 degrees 14 minutes 59 seconds West, a distance of 13.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 01 degrees 11 minutes 26 seconds, a radius of 275.00 feet and a chord bearing and distance of South 86 degrees 09 minutes 13 seconds West, 5.71 feet;

THENCE Westerly, with said curve to the left, an arc distance of 5.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 04 degrees 28 minutes 30 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 04 minutes 51 seconds, a radius of 325.00 feet and a chord bearing and distance of North 86 degrees 35 minutes 55 seconds East, 11.80 feet;

THENCE Easterly, with said curve to the right, an arc distance of 11.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 43 degrees 04 minutes 10 seconds East, a distance of 14.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 00 degrees 41 minutes 55 seconds West, a distance of 541.45 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 45 degrees 41 minutes 55 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner in the south line of Hensley Lane, a 65 foot right-of-way, and the west line of the above mentioned Addition;

THENCE Southerly, with said west line, the following twenty-two (22) courses and distances:

North 89 degrees 18 minutes 05 seconds East, with said south line, a distance of 807.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found at the north end of a corner clip;

South 45 degrees 41 minutes 55 seconds East, with said corner clip, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the south end of said corner clip;

South 00 degrees 41 minutes 55 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 44 degrees 18 minutes 05 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 89 degrees 18 minutes 05 seconds West, a distance of 0.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 89 degrees 18 minutes 05 seconds East, a distance of 18.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 45 degrees 41 minutes 55 seconds East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 90.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 89 degrees 18 minutes 05 seconds West, a distance of 5.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 15.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 89 degrees 18 minutes 05 seconds East, a distance of 5.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 220.08 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the beginning of a curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 20.00 feet and a chord bearing and distance of South 44 degrees 18 minutes 06 seconds West, 28.28 feet;

Southwesterly, with said curve to the right, an arc distance of 31.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 89 degrees 18 minutes 05 seconds West, a distance of 131.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 24.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the beginning of a non-tangent curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 30.00 feet and a chord bearing and distance of South 45 degrees 41 minutes 55 seconds East, 42.43 feet;

Southeasterly, with said curve to the right, an arc distance of 47.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 58.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 05 degrees 00 minutes 43 seconds West, a distance of 20.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 41 minutes 55 seconds East, a distance of 16.78 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the beginning of a curve to the right having a central angle of 90 degrees 16 minutes 00 seconds, a radius of 38.00 feet and a chord bearing and distance of South 44 degrees 26 minutes 05 seconds West, 53.87 feet;

Southwesterly, with said curve to the right, an arc distance of 59.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 00 degrees 25 minutes 55 seconds East, a distance of 17.00 feet to the POINT OF BEGINNING and containing 13.125 acres of land, more or less.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WOODBRIDGE TOWNHOMES I LTD, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE VILLAS TRACT A-3, PHASE 2, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public uses areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinated to the public and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WOODBIDGE TOWNHOMES I LTD, a Texas Limited Partnership

By: HDC WOODBRIDGE, LLC, a Texas Limited Liability Company

Its: General Partner

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

Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

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

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this date personally appeared Ryan S. Reynolds, Land Surveyor known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission  
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor City of Wylie, Texas

Date

"ACCEPTED"

Mayor City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the WOODBRIDGE VILLAS TRACT A-3, PHASE 2 subdivision to the City of Wylie was submitted to the City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City Secretary  
City of Wylie, Texas

BENCHMARKS:

CM #3: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.5 feet north of b.c. and 5.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.

N: 7053976.54 E: 2559122.00 ELEV: 519.77

CM #4: Located in the northeast corner of Quail Meadow Park south of alley and west of White Iris Way. 14.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.

N: 7065787.60 E: 2560972.93 ELEV: 562.88

Notes:

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
- Amenity Center lot and Common Area lots shall be owned and maintained by the H.O.A.
- No appurtenance between the height of 2' and 9' may be placed in visibility triangles.
- Proposed development lies outside the 100-yr floodplain per FEMA Firm Map 48085C04151 dated June 2, 2009.

FINAL PLAT

WOODBIDGE VILLAS  
TRACT A-3, PHASE 2

13.125 ACRES

LOTS 1-24 & 25X, BLOCK 8;

LOTS 1-18, 19X & 20-40, BLOCK 9;

LOTS 1-20, BLOCK 10;

LOTS 1-14, 15X & 16-22 BLOCK 11;

104 TOWNHOME LOTS

3 COMMON AREA LOTS

OUT OF THE

WILLIAM SACHSE SURVEY, ABSTRACT NO. 835

CITY OF WYLYE

COLLIN COUNTY, TEXAS

ZONED: PD-TH 2018-29

18 April 2022

SHEET 2 OF 2





# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-4 Phase 2, establishing 60 residential lots and two open space lots on 5.868 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.

### Recommendation

Motion to approve Item as presented.

### Discussion

**OWNER: Woodbridge Townhomes I LTD**

**APPLICANT: Johnson Volk Consulting**

The applicant has submitted a final plat to create 60 single family attached lots and two open space lots on 5.868 acres generally located on the southwest corner of Hooper Road and Hensley Lane. The preliminary plat for this development was approved in August of 2017.

The proposed subdivision is part of Planned Development 2018-19 and allows for an attached single-family development.

The plat meets the requirements of the Subdivision Regulations, including engineering review and fire code (by providing fire sprinklers within each residential home). All open space lots shall be dedicated and maintained by the HOA.

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

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

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

The Commission voted 7-0 to recommend approval.

### Financial Summary/Strategic Goals

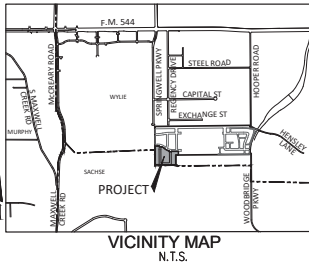
Planning Management





Line Table		
Line	Length	Direction
L1	13.34	S33°49'00\"E
L2	50.01	S74°58'02\"E
L3	13.43	N62°58'45\"E
L4	15.53	S35°24'54\"E
L5	30.00	S89°36'42\"E
L6	14.29	N44°18'48\"E
L7	37.73	S44°43'26\"E
L8	70.94	S89°31'18\"E
L9	14.25	N44°58'11\"W
L10	14.03	S45°01'33\"W
L11	19.55	N66°34'34\"E

Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	38.78	260.00	008°32'48\"	38.75
C2	0.93	350.00	000°09'07\"	0.93
C3	1.53	300.00	000°17'32\"	1.53
C4	91.85	260.00	000°14'24\"	91.37
C5	145.79	305.00	002°23'18\"	144.41
C6	6.22	175.00	002°02'14\"	6.22
C7	0.24	125.00	000°06'31\"	0.24
C8	11.71	305.00	002°11'57\"	11.71
C9	80.75	325.00	01°41'40\"	80.54
C10	54.42	35.00	089°05'23\"	49.10
C11	55.53	35.00	060°54'37\"	49.89
C12	4.77	150.00	001°49'13\"	4.77



**LEGEND**

- Point of Curvature or Tangency on Center Line
- 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
- 1/2" IRP
- AC Acre
- BL Building Line
- C1 Curve No.
- <CM> Control Monument
- DE Drainage Easement
- M.A.D.E. Mutual Access & Drainage Easement
- Emst Easement
- LI Line No.
- P.U.E. Pedestrian & Utility Easement
- SF Square Feet
- UE Utility Easement
- VE Visibility Easement
- D.R.C.C.T. = Deed Records of Collin County, Texas
- M.R.C.C.T. = Map Records of Collin County, Texas

**BENCHMARKS:**

CM #1: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.6 feet north of b.c. and 6.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.

N: 7053976.54 E: 2591222.00 ELEV: 519.77

CM #4: Located in the northeast corner of Quail Meadow Park south of Hwy 281 and west of White Iris Way. 14.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.

N: 7065787.80 E: 2560972.93 ELEV: 562.88

**Notes:**

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
- Amenity Center lot and Common Area lots shall be owned and maintained by the H.O.A.
- No apportionment between the height of 2' and 9' may be placed in visibility triangles.
- Proposed development lies outside the 100-yr floodplain per FEMA Firm Map 48085C04151 dated June 2, 2009.

**FINAL PLAT**

**WOODBIDGE TOWNHOMES TRACT A-4, PHASE 2**

5.868 ACRES

LOTS 1-18 & 20-35, BLOCK 3;

LOTS 1X, 2-27, 28X, BLOCK 4

60 TOWNHOME LOTS

2 COMMON AREA LOTS

OUT OF THE

WILLIAM SACHSE SURVEY, ABSTRACT NO. 835

CITY OF WYLIE

COLLIN COUNTY, TEXAS

**ZONED: PD-TH 2018-29**

18 April 2022

SHEET 1 OF 2

**Owner/Applicant:**

Woodbridge Townhomes I LTD

800 E. Campbell Road, Suite 130

Richardson, TX 75081

Phone: 214-348-1300

Fax: 214-348-1720

Contact: Daryl Herzog

**Engineer/Surveyor:**

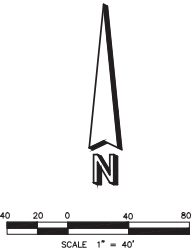
Johnson Volk Consulting, Inc.

704 Central Parkway East, Suite 1200

Plano, Texas 75074

972-201-3100

Contact: Jay Volk



LEGAL DESCRIPTION  
WOODBIDGE TOWNHOMES, TRACT A-4, PHASE 2  
5.868 ACRES  
BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being part of that tract of land described in Deed to Woodbridge Townhomes I, Ltd., as recorded in Document No. 20190418000423350, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the southwest corner of said Woodbridge Townhomes I, Ltd. tract;

THENCE North 00 degrees 27 minutes 11 seconds East, with the west line of said Woodbridge Townhomes I, Ltd. tract, a distance of 386.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 00 degrees 22 minutes 07 seconds West, a distance of 120.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the south line of WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 1, an Addition to the City of Wylie, Collin County, Texas according to the Plat thereof recorded in Document No. 20200324010001230 (Book 2020, Page 218), Map Records, Collin County, Texas;

THENCE Easterly, with said south line, the following sixteen (16) courses and distances:

North 88 degrees 04 minutes 32 seconds East, a distance of 76.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a curve to the right having a central angle of 08 degrees 32 minutes 48 seconds, a radius of 260.00 feet and a chord bearing and distance of South 87 degrees 39 minutes 04 seconds East, 38.75 feet;

Easterly, with said curve to the right, an arc distance of 38.78 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 33 degrees 49 minutes 05 seconds East, a distance of 13.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 09 minutes 07 seconds, a radius of 350.00 feet and a chord bearing and distance of South 13 degrees 58 minutes 04 seconds West, 0.93 feet;

Southerly, with said curve to the left, an arc distance of 0.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 74 degrees 58 minutes 02 seconds East, a distance of 50.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 17 minutes 32 seconds, a radius of 300.00 feet and a chord bearing and distance of North 13 degrees 50 minutes 51 seconds East, 1.53 feet;

Northerly, with said curve to the right, an arc distance of 1.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 62 degrees 58 minutes 45 seconds East, a distance of 13.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the right having a central angle of 20 degrees 14 minutes 24 seconds, a radius of 260.00 feet and a chord bearing and distance of South 57 degrees 46 minutes 53 seconds East, 91.37 feet;

Southeasterly, with said curve to the right, an arc distance of 91.85 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a reverse curve to the left having a central angle of 27 degrees 23 minutes 16 seconds, a radius of 305.00 feet and a chord bearing and distance of South 51 degrees 21 minutes 19 seconds East, 144.41 feet;

Southeasterly, with said curve to the left, an arc distance of 145.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 35 degrees 24 minutes 54 seconds East, a distance of 15.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 02 minutes 14 seconds, a radius of 175.00 feet and a chord bearing and distance of South 02 degrees 24 minutes 25 seconds West, 6.22 feet;

Southerly, with said curve to the left, an arc distance of 6.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

South 88 degrees 36 minutes 42 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 06 minutes 31 seconds, a radius of 125.00 feet and a chord bearing and distance of North 01 degrees 26 minutes 33 seconds East, 0.24 feet;

Northerly, with said curve to the right, an arc distance of 0.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 48 degrees 18 minutes 06 seconds East, a distance of 14.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 11 minutes 57 seconds, a radius of 305.00 feet and a chord bearing and distance of South 89 degrees 19 minutes 57 seconds East, 11.71 feet;

Easterly, with said curve to the left, an arc distance of 11.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 89 degrees 34 minutes 05 seconds East, a distance of 173.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE South 00 degrees 25 minutes 55 seconds, leaving said south line, a distance of 100.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner in the south line of the above mentioned Woodbridge Townhomes I, Ltd. tract;

THENCE South 89 degrees 34 minutes 05 seconds West, with said south line, a distance of 73.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for an interior ell corner of said Woodbridge Townhomes I, Ltd. tract;

THENCE South 00 degrees 17 minutes 48 seconds East, a distance of 265.73 feet to a 5/8 inch iron rod with a red plastic cap found for the most southerly southeast corner of said Woodbridge Townhomes I, Ltd. tract;

THENCE North 89 degrees 42 minutes 20 seconds West, a distance of 573.25 feet to the POINT OF BEGINNING and containing 5.809 acres of land, more or less.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WOODBRIDGE TOWNHOMES I LTD, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 2, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinated to the public's and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WOODBIDGE TOWNHOMES I LTD, a Texas Limited Partnership

By: HDC WOODBRIDGE, LLC, a Texas Limited Liability Company

Its: General Partner

By: \_\_\_\_\_  
Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

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

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

"RECOMMENDED FOR APPROVAL"

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

"APPROVED FOR CONSTRUCTION"

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

"ACCEPTED"

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

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 2 subdivision to the City of Wylie was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City Secretary  
City of Wylie, Texas

BENCHMARKS:

CM #3: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports field, 31.5 feet south of b.c., 41.6 feet north of b.c. and 6.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.

N: 7053976.54 E: 2559122.00 ELEV: 519.77

CM #4: Located in the northeast corner of Quail Meadow Park south of alley and west of White Iris Way, 14.5 feet south of the south line of alley concrete paving, 7.3 feet perpendicular to b.c. parking area.

N: 7065787.60 E: 2560972.93 ELEV: 562.88

Notes:

1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
2. Amenity Center lot and Common Area lots shall be owned and maintained by the H.O.A.
3. No appearance between the height of 2' and 9' may be placed in visibility triangles.
4. Proposed development lies outside the 100-yr floodplain per FEMA Firm Map 4805SC04151 dated June 2, 2009.

FINAL PLAT

WOODBIDGE  
TOWNHOMES  
TRACT A-4, PHASE 2

5.868 ACRES

LOTS 1-18 & 20-35, BLOCK 3;  
LOTS 1X, 2-27, 28X, BLOCK 4  
60 TOWNHOME LOTS  
2 COMMON AREA LOTS

OUT OF THE  
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS

ZONED: PD-TH 2018-29

18 April 2022

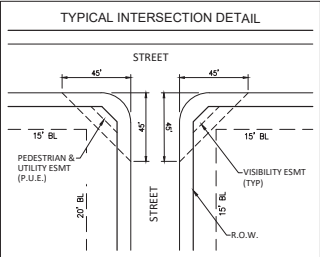
SHEET 2 OF 2

Owner/Applicant:

Woodbridge Townhomes I LTD  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog

Engineer/Surveyor:

Johnson Volk Consulting, Inc.  
704 Central Parkway East, Suite 1200  
Plano, Texas 75074  
972-201-3100  
Contact: Jay Volk





# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Townhomes Tract A-4 Phase 3, establishing 75 residential lots on 6.171 acres, generally located on the southwest corner of Hooper Road and Hensley Lane.

### Recommendation

Motion to approve Item as presented.

### Discussion

**OWNER: Woodbridge Townhomes I LTD**

**APPLICANT: Johnson Volk Consulting**

The applicant has submitted a final plat to create 75 single family attached lots on 6.171 acres generally located on the southwest corner of Hooper Road and Hensley Lane. The preliminary plat for this development was approved in August of 2017.

The proposed subdivision is part of Planned Development 2018-19 and allows for an attached single-family development.

The plat meets the requirements of the Subdivision Regulations, including engineering review and fire code (by providing fire sprinklers within each residential home).

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

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

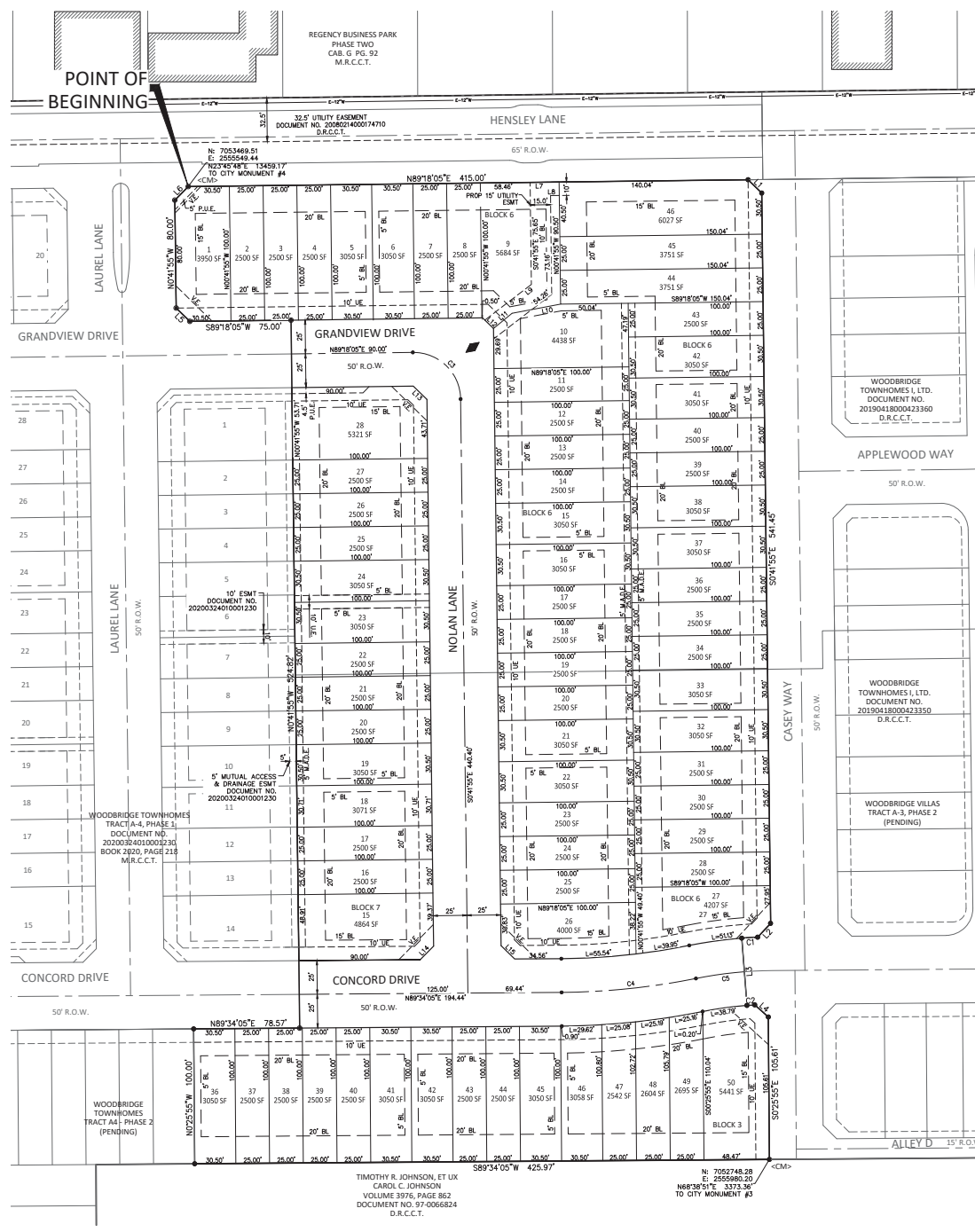
### **P&Z Commission Discussion**

The Commission voted 7-0 to recommend approval.

### Financial Summary/Strategic Goals

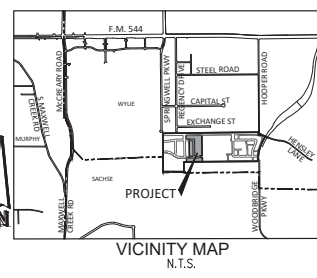
Planning Management





Curve Table					
Curve #	Length	Radius	Delta	Tangent	Chord Bearing
C1	11.80	325.00	02°04'51"	5.90	11.80 S86° 35' 55"W
C2	5.71	275.00	02°11'26"	2.86	5.71 N86° 09' 13"E
C3	54.98	35.00	09°07'00"	30.00	49.50 N45° 41' 55"W
C4	100.27	525.00	01°56'13"	50.29	100.11 N84° 05' 48"E
C5	36.30	300.00	00°56'54"	18.17	36.28 S82° 05' 31"W

Line Table		
Line	Length	Direction
L1	14.34	S45° 41' 55"E
L2	14.04	S43° 04' 10"W
L3	50.00	S4° 26' 30"E
L4	13.49	S48° 14' 59"E
L5	14.34	N45° 41' 55"W
L6	14.34	N44° 18' 05"E
L7	21.52	S89° 18' 05"W
L8	6.52	S89° 18' 05"W
L9	43.43	S52° 29' 02"W
L10	36.62	N79° 16' 33"E
L11	17.81	N50° 38' 05"E
L12	11.31	N45° 41' 55"W
L13	14.14	S45° 41' 55"E
L14	14.11	S44° 26' 05"W
L15	14.18	N45° 33' 55"W



- LEGEND**
- Point of Curvature or Tangency on Center Line
  - 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
  - 1/2" IRF
  - AC Acre
  - BL Building Line
  - CT Curve No.
  - <CMT> Control Monument
  - DE Drainage Easement
  - M.A.D.E. Mutual Access & Drainage Easement
  - Esmt Easement
  - L1 Line No.
  - P.U.E. Pedestrian & Utility Easement
  - SF Square Feet
  - UE Utility Easement
  - V.E. Visibility Easement
  - D.R.C.C.T. = Deed Records of Collin County, Texas
  - M.R.C.C.T. = Map Records of Collin County, Texas

**BENCHMARKS:**

CM #3: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.6 feet north of b.c. and 6.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.

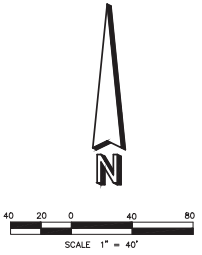
N: 7053976.54 E: 2559122.00 ELEV: 519.77

CM #4: Located in the northeast corner of Quail Meadow Park south of alley and west of White Iris Way. 14.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.

N: 7065787.60 E: 2560972.93 ELEV: 562.88

**Notes:**

- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
- Amenity Center lot and Common Area lots shall be owned and maintained by the H.O.A.
- No appurtenance between the height of 2' and 9' may be placed in visibility triangles.
- Proposed development lies outside the 100-year floodplain per FEMA Firm Map 48085C0415J dated June 2, 2009.



**FINAL PLAT**

**WOODBIDGE TOWNHOMES TRACT A-4, PHASE 3**

6.171 ACRES

LOTS 36-50, BLOCK 3;

LOTS 1-46, BLOCK 6;

LOTS 15-28, BLOCK 7

75 TOWNHOME LOTS

OUT OF THE

WILLIAM SACHSE SURVEY, ABSTRACT NO. 835

CITY OF WYLIE

COLLIN COUNTY, TEXAS

Owner/Applicant:  
Woodbridge Townhomes I LTD  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog

Engineer/Surveyor:  
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704 Central Parkway East, Suite 1200  
Plano, Texas 75074  
972-201-3100  
Contact: Jay Volk



ZONED: PD-TH 2018-29

18 April 2022

SHEET 1 OF 2

LEGAL DESCRIPTION  
WOODBIDGE TOWNHOMES, TRACT A-4, PHASE 3  
6.171 ACRES

BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being part of those tracts of land described in Deed to Woodbridge Townhomes I, Ltd., as recorded in Document Nos. 20190418000423350 and 20190418000423360, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found at the intersection of the south line of Hersley Lane, a 60 foot right-of-way, with the east line of Laurel Lane, an 80 foot right-of-way;

THENCE North 89 degrees 18 minutes 05 seconds East, with said south line, a distance of 415.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 45 degrees 41 minutes 55 seconds East, leaving said south line, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 00 degrees 41 minutes 55 seconds East, a distance of 541.45 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 43 degrees 04 minutes 10 seconds West, a distance of 14.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 02 degrees 04 minutes 51 seconds, a radius of 325.00 feet and a chord bearing and distance of South 86 degrees 35 minutes 55 seconds West, 11.80 feet;

THENCE Westerly, with said curve to the left, an arc distance of 11.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 04 degrees 26 minutes 30 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 11 minutes 26 seconds, a radius of 275.00 feet and a chord bearing and distance of North 86 degrees 09 minutes 13 seconds East, 5.71 feet;

THENCE Easterly, with said curve to the right, an arc distance of 5.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 48 degrees 14 minutes 59 seconds East, 13.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 00 degrees 25 minutes 55 seconds East, a distance of 105.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner in the south line of the above mentioned Woodbridge Townhomes I, Ltd. tract recorded in Document No. 20190418000423350;

THENCE South 89 degrees 34 minutes 05 seconds West, with said south line, a distance of 425.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 00 degrees 25 minutes 55 seconds West, leaving said south line, a distance of 100.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner in the south line of WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 1, an Addition to the City of Wylie, Collin County, Texas according to the Plat thereof recorded in Document No. 20200324010001230 (Book 2020, Page 218), Map Records, Collin County, Texas;

THENCE North 89 degrees 34 minutes 05 seconds East, with said south line, a distance of 78.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the southeast corner of said Addition;

THENCE Northerly, with the east line of said Addition, the following five (5) courses and distances:

North 00 degrees 41 minutes 55 seconds West, a distance of 524.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 89 degrees 18 minutes 05 seconds West, a distance of 75.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

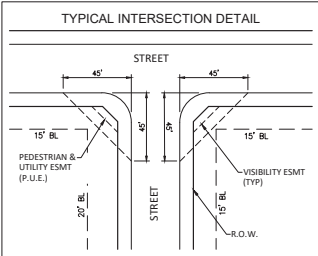
North 45 degrees 41 minutes 55 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 00 degrees 41 minutes 55 seconds West, a distance of 80.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 44 degrees 18 minutes 05 seconds East, a distance of 14.14 feet to the POINT OF BEGINNING and containing 6.171 acres of land, more or less.

VISIBILITY, ACCESS AND MAINTENANCE EASEMENTS

The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easements are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest upon the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.



OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WOODBRIDGE TOWNHOMES I LTD, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 3, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public uses areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, sold use by public utilities being subordinated to the public's and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WOODBIDGE TOWNHOMES I LTD, a Texas Limited Partnership

By: HDC WOODBRIDGE, LLC, a Texas Limited Liability Company

Its: General Partner

By: \_\_\_\_\_  
Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

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

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission  
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor City of Wylie, Texas

Date

"ACCEPTED"

Mayor City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the WOODBRIDGE TOWNHOMES TRACT A-4, PHASE 3 subdivision to the City of Wylie was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City Secretary  
City of Wylie, Texas

BENCHMARKS:

CM #3: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.6 feet north of b.c. and 6.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.

N: 7053976.54 E: 2559122.00 ELEV: 519.77

CM #6: Located in the northeast corner of Quail Meadow Park south of alley and west of White Iris Way. 14.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.

N: 7065787.60 E: 2560972.93 ELEV: 562.88

Notes:

1. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
2. Amenity Center lot and Common Area lots shall be owned and maintained by the H.O.A.
3. No appearance between the height of 2' and 9' may be placed in visibility triangles.
4. Proposed development lies outside the 100-yr floodplain per FEMA Firm Map 48085CD4151 dated June 2, 2009.

FINAL PLAT

WOODBIDGE  
TOWNHOMES  
TRACT A-4, PHASE 3

6.171 ACRES

LOTS 36-50, BLOCK 3;

LOTS 1-46, BLOCK 6;

LOTS 15-28, BLOCK 7

75 TOWNHOME LOTS

OUT OF THE

WILLIAM SACHSE SURVEY, ABSTRACT NO. 835

CITY OF WYLIE  
COLLIN COUNTY, TEXAS

ZONED: PD-TH 2018-29

18 April 2022

SHEET 2 OF 2

Owner/Applicant:  
Woodbridge Townhomes I LTD  
800 E. Campbell Road, Suite 130  
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Johnson Volk Consulting, Inc.  
704 Central Parkway East, Suite 1200  
Plano, Texas 75074  
972-201-3100  
Contact: Jay Volk





# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, Ordinance No. 2022-42 regarding a change in zoning from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Ln. (ZC 2022-09).

### Recommendation

Motion to approve Item as presented.

### Discussion

On May 10, 2022, City Council approved a zoning change from PD-SF-ED to PD-ED to allow for an Accessory Dwelling Unit, property located at 801 Lake Ranch Lane, being Zoning Case 2022-09.

Final approval of Zoning Case 2022-09 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

### Financial Summary/Strategic Goals

## ORDINANCE NO. 2022-42

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2022-09, FROM PD-SF-ED TO PD-ED TO ALLOW FOR AN ACCESSORY DWELLING UNIT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas**, this 31st day of May, 2022.

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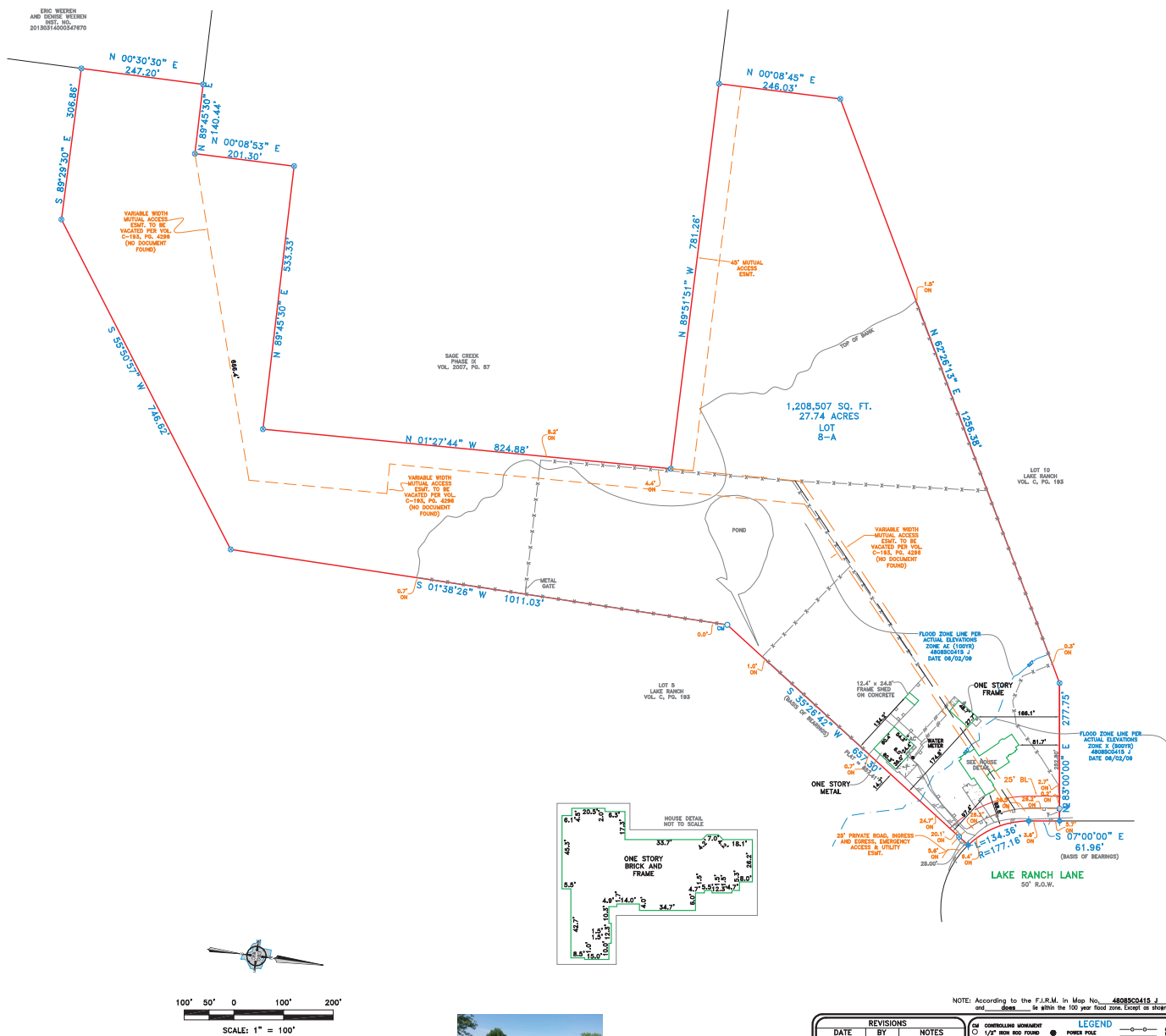
Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

*DATE OF PUBLICATION:* June 8, 2022, *in* The Wylie News



801 Lake Ranch Lane

Tract 1

Lot 8-A of Replat Lot 8-A, Lake Ranch Addition, an Addition to the City of Wylie, Collin County, Texas, according to the map or plat thereof recorded in Volume I, Page 759, of the Map Records of Collin County, Texas.

Tract 2

Ingress/Egress easement as created in map recorded in Volume C, Page 193 and referenced in Declaration of Covenants, Conditions and Restrictions for Southforke East Ranches recorded in Volume 1357, Page 283, Real Property Records, Collin County, Texas.

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (Bryan Connolly) hereby certifies to Keill Hogansten and Old Republic National Title Insurance Company, in connection with the transaction described in G.F. 5134008842 that, (a) this survey and the survey's description set forth herein were prepared from an actual on-the-ground survey; (b) such survey was conducted in accordance with the standards and practices of the land surveying profession existing on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned Registered Professional Land Surveyor; (c) the location of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on

Executed this 5th day of May, 2015

*Bryan Connally*  
Bryan Connally  
Registered Professional Land Surveyor No. 5513

[illegible]

**LEGEND**

CM	CONTROLLING MONUMENT	●	BRICK POLE	○	CHAIN LINE
1/3" IRON ROD / FOOT		○	BRICK CULVERT	—	WOOD PILE
1/3" IRON ROD / SET		A/C	AIR	—	0.5" WIDE / SET
1" IRON PIPE / FOOT		—	FIRE MONUMENT	—	BARRIER
1" IRON PIPE / SET		—		—	IRON FENCE
"X" FOUND / SET		—		—	PIPE FENCE
△	UNDERGROUND ELECTRIC	—		—	COVERED PORTAL/DECK OR CHAIN
△	OVERHEAD ELECTRIC	—		—	OVERHEAD ELECTRIC SET
—		—		—	OVERHEAD POWER LINE

ASPHALT PAVING

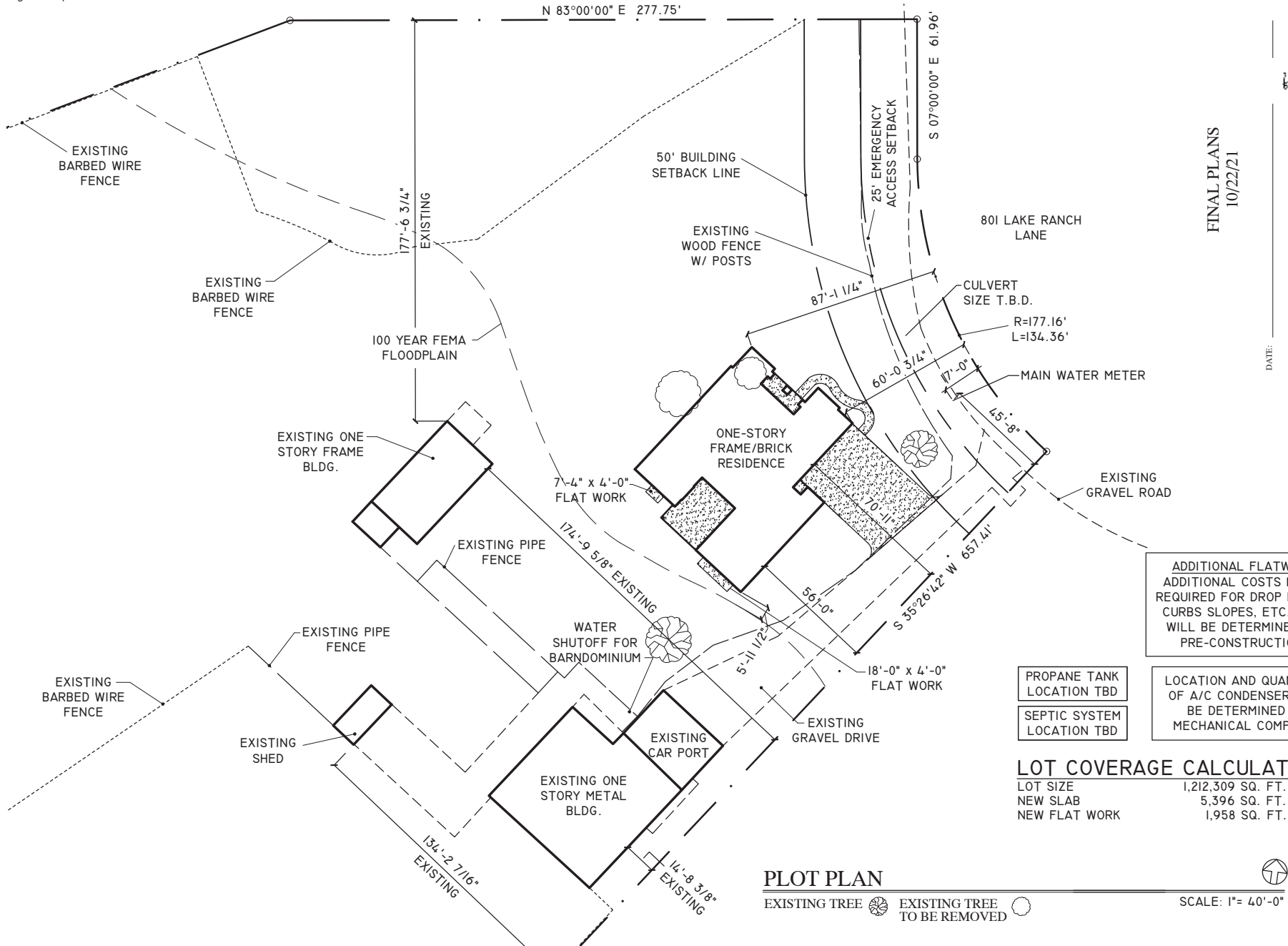
GRAVEL/ROCK ROAD OR DRIVE

CONCRETE PAVING

C.B.G. Surveying, Inc.  
12025 Shiloh Rd. Suite 230  
Dallas, Texas 75228  
P 214-349-9485 F 214-349-2216  
[www.cbgsd.com](http://www.cbgsd.com)

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 100'	05/05/15	1505776	5154008B42	BN

**27.74 ACRES**  
LOT 8-A, OF REPLAT LOT 8-A, LAKE RANCH ADDITION  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
801 LAKE RANCH LANE



FINAL PLANS  
10/22/21

*elli Hohenstein*

DATE: \_\_\_\_\_  
PURCHASER / OWNER: \_\_\_\_\_  
PURCHASER / OWNER: \_\_\_\_\_  
SALES CONSULTANT: \_\_\_\_\_  
CONSTRUCTION SUPERINTENDENT: \_\_\_\_\_

**BROCKDALE SERIES**

**OUR COUNTRY HOMES**  
700 W. HARWOOD ROAD # G2  
HURST, TX. 76054  
817-281-3388 www.ourcountryhomes.com



Date:  
11-3-20  
Designer:  
DWV

**SHEET**  
**S-2**

BEANS & HOHENSTEIN RESIDENCE  
801 LAKE RANCH LANE  
BOYOL  
WYLIE, TEXAS

**ADDITIONAL FLATWORK**  
ADDITIONAL COSTS MY BE  
REQUIRED FOR DROP BEAMS,  
CURBS SLOPES, ETC. THIS  
WILL BE DETERMINED AT  
PRE-CONSTRUCTION.

LOCATION AND QUANTITY  
OF A/C CONDENSERS TO  
BE DETERMINED BY  
MECHANICAL COMPANY

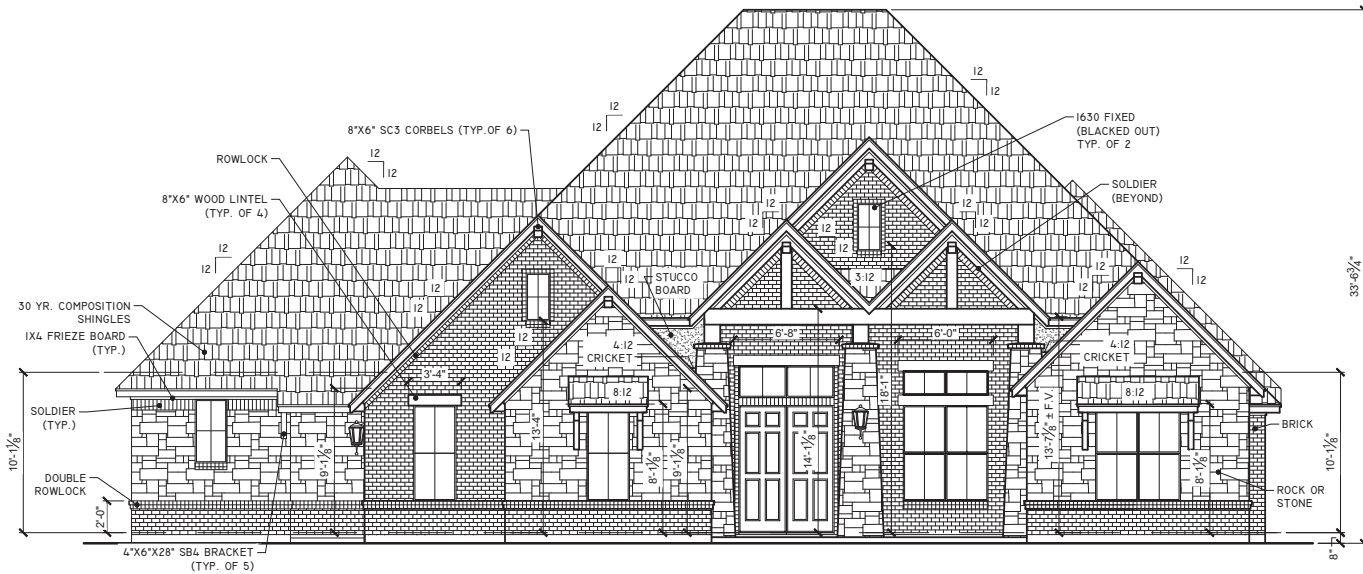
PROPANE TANK  
LOCATION TBD  
SEPTIC SYSTEM  
LOCATION TBD

**LOT COVERAGE CALCULATION**

LOT SIZE	1,212,309 SQ. FT.
NEW SLAB	5,396 SQ. FT.
NEW FLAT WORK	1,958 SQ. FT.

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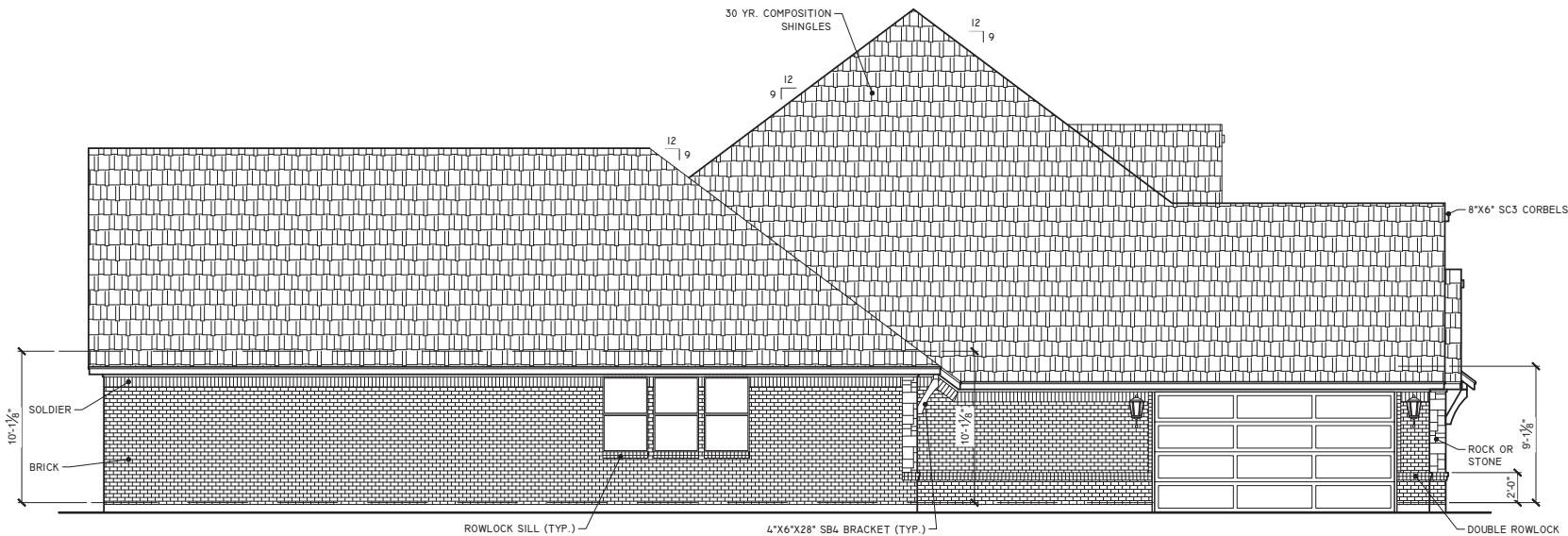




## FRONT ELEVATION

SCALE: 1/8"=1'-0"

100% MASONRY CONSTRUCTION



LEFT ELEVATION

SCALE: 1/8"=1'-0"

FINAL PLANS  
10/22/21

DATE: \_\_\_\_\_

PURCHASER / OWNER: Belli Hohenstein

PURCHASER / OWNER: \_\_\_\_\_

SALES CONSULTANT: \_\_\_\_\_

CONSTRUCTION SUPERINTENDENT: \_\_\_\_\_

BROCKDALE SERIES

**OUR COUNTRY HOMES**  
**700 W. HARWOOD ROAD # G2**

817-281-3388 [www.ourcountryhomes.com](http://www.ourcountryhomes.com)  
HUKSI, I.A. 76054



**Date:**  
11-3-20  
**Designer:**  
DWV

*SHEET*

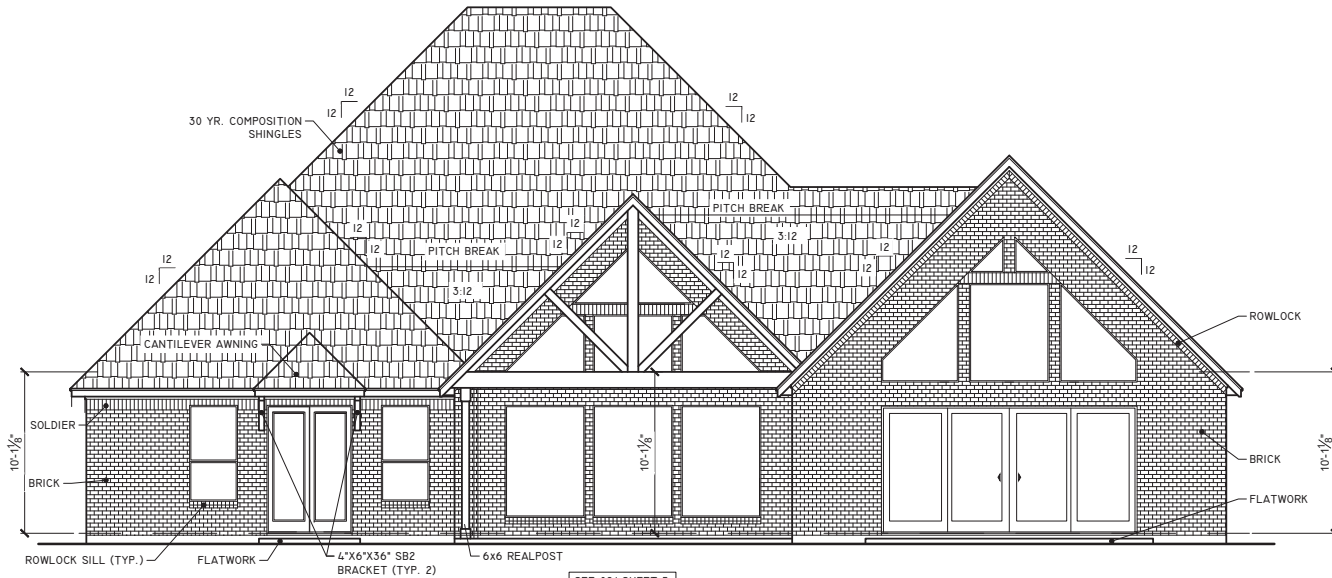
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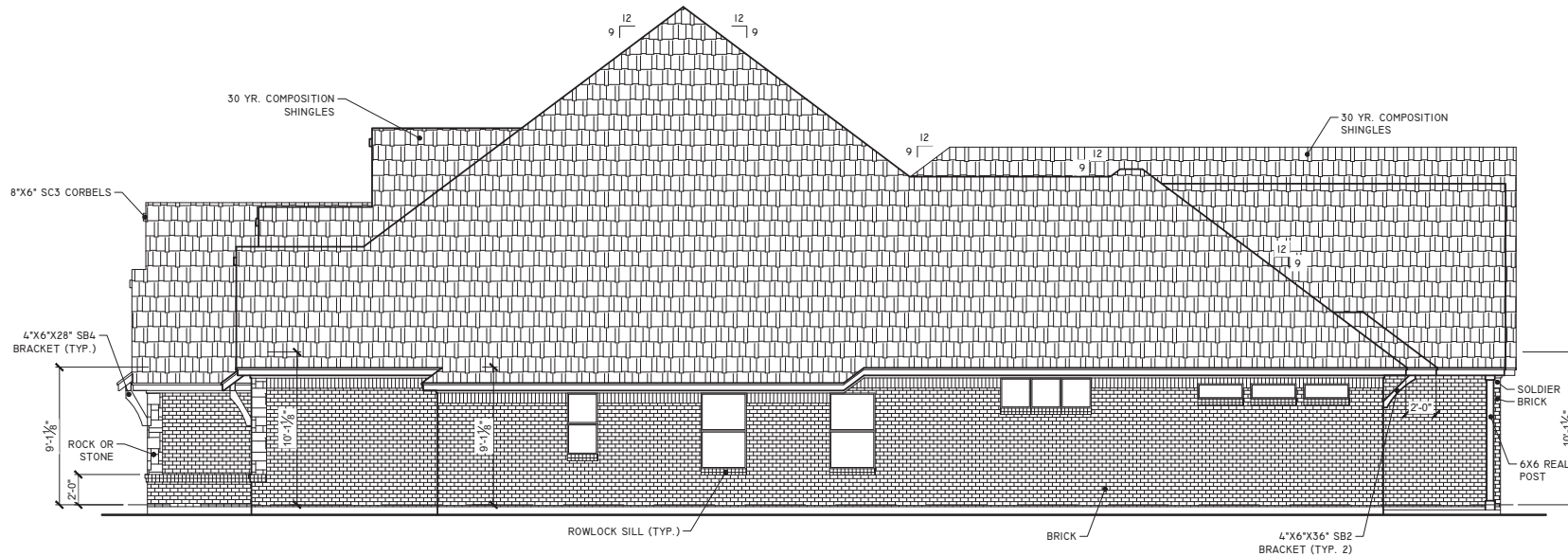
FINAL PLANS  
10/22/21

DATE: \_\_\_\_\_  
PURCHASER / OWNER: Belli Hohenstein  
PURCHASER / OWNER: \_\_\_\_\_  
SALES CONSULTANT: \_\_\_\_\_  
CONSTRUCTION SUPERINTENDENT: \_\_\_\_\_



REAR ELEVATION

SCALE: 1/8"=1'-0"



RIGHT ELEVATION

SCALE: 1/8"=1'-0"

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Date:  
11-3-20  
Designer:  
DWV

SHEET  
4

BEANS & HOHENSTEIN RESIDENCE  
801 LAKE RANCH LANE  
BOYOL  
WYLLIE, TEXAS

## Lake Ranch Lot 8A

## EXHIBIT "B"

## Conditions For Planned Development

## I. PURPOSE:

The purpose of this Planned Development is to allow for the residential development of a primary residence and the allowance of an accessory dwelling unit on the same lot.

## II. GENERAL CONDITIONS:

1. These PD Conditions, nor the zoning exhibit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The underlying zoning for this Planned Development shall be Single Family Estate District (SF-ED). Unless otherwise specified herein, SF-ED regulations (adopted as of April 2021) shall apply.
3. The design and development of Lake Ranch Lot 8A shall be in accordance with Section III below and the Zoning Exhibit (Exhibit C).

## III. SPECIAL CONDITIONS:

1. Section 3.1.B of the April 2021 Zoning Ordinance is replaced with the following:
  - a. **Purpose:** ED-PD is a residential district for detached houses with a maximum of one Accessory Dwelling Unit (ADU) on individual lots and requiring a minimum lot size of two acres. The cultivation of agricultural crops and livestock are allowed.
  - b. **Permitted Uses:** See Use Chart in Article 5, Section 5.1.
  - c. **Development Standards:** Following are the yard, lot and space requirements for the Estate District - Planned Development, including density, height, lot and unit size.

**Figure 3-2 - Estate District - Planned Development (ED-PD)****Lot Dimensions**

Minimum Lot size	Two acres
Minimum Lot width	100 feet
Minimum Lot depth	200 feet

**Dwelling Regulations**

Minimum main dwelling size	3,000 square feet
Maximum ADU size	60% of main dwelling

**Yard Requirements (Main Dwelling)**

Front Yard setback	35 feet
Side Yard setback	20 feet
Rear Yard	100 feet

**Yard Requirements (Accessory Dwelling)**

Front Yard setback	70 feet or 10 feet from Main
Side Yard setback	10 feet
Rear Yard	25 feet

**Structure Heights**

Main Dwelling	40 feet
Accessory Dwelling	30 feet
Accessory Structures	30 feet

**d. Additional Provisions:**

- i. Section 3.4 Residential Design Standards of the April 2021 Zoning Ordinance shall guide all other dwelling and site design unless provided herein.
- ii. A minimum separation of 50 feet between agricultural buildings and dwelling units on the same lot shall be maintained.

- iii. Agricultural buildings for the purpose of this provision means those buildings used for the raising of crops or animals, or for the storage of agricultural equipment, supplies, or products.
  - iv. No more than two animal units per acre of pasture area. A mother and her un-weaned young are considered one animal unit.
  - v. Livestock animals are limited exclusively to chickens or horses and other equine species, cattle, llamas, sheep and goats. Swine and fowl are expressly prohibited. Domestic animals are allowed consistent with the Code of Ordinances. Other types of animals which introduce an unusual disturbance to the community or adjoining property owners shall not be maintained.
  - vi. Accessory structures in the Estate District, except garages, must be located behind the main dwelling in the rear yard.
  - vii. Refer to additional requirements in Article 7, General Development Regulations.
2. Section 3.F.1 Building Bulk and Articulation is replaced with the following:
    - a. In order to avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions. At least 20 percent of the façade shall be offset a minimum of 1 feet either protruding from or recessed back from the remainder of the façade.
  3. Section 3.F.3 Exterior Façade Materials is replaced with the following:
    - a. All residential units shall be constructed of materials compatible with the International Building Code in effect at the time of permitting. Glazing shall not exceed twenty-five (25) percent of the front elevation of the residence.
  4. Section III.3.6.F of the Subdivision Regulations is replaced with the following:
    - a. A maximum of two septic tanks are allowed on the property, limited in capacity to the needs of the dwelling units as determined by the City Building Official.



# Wylie City Council

## AGENDA REPORT

Department: Public Works

Account Code: 100-5411-54990

Prepared By: Tim Porter

### Subject

Consider, and act upon, Resolution No. 2022-17(R), repealing Resolution No. 2022-14(R), and authorizing the City Manager of the City of Wylie, Texas, or his designee, to execute an Advance Funding Agreement between the State of Texas and the City of Wylie, and to take any and all other actions necessary to effectuate the same; and providing for an effective date hereof.

### Recommendation

Motion to approve Item as presented.

### Discussion

As requested by TxDOT, Resolution No. 2022-14(R) for Agenda Item 7 from the April 26, 2022 City Council Meeting was rewritten to include more detail regarding the project scope, as well as identify a funding source for the project. Approval of this item repeals Resolution No. 2022-14(R) and establishes a new Resolution. **The Advanced Funding Agreement (AFA) approved at the April 26<sup>th</sup> meeting stays the same and the discussion from the previous meeting is repeated below for consistency.**

Improvements to the intersections of FM 544 & McCreary Road and Hwy 78 & E Brown Street have been selected to receive funding from the Texas Department of Transportation's (TxDOT) Highway Safety Improvement Program (HSIP). The attached Advance Funding Agreement (AFA) specifies the terms and conditions of the funding as well as the project cost.

Council previously approved a contract with Kimley-Horn and Associates, Inc. for design and TxDOT coordination services regarding this project and the construction plans are currently 95% complete. TxDOT must encumber the construction funding for this project by June of 2022 and as well, plans must be finalized in the Spring of 2022 for this project to be successful.

Under this agreement, the City agrees to pay TxDOT approximately 7% of the total project costs. A summary of the costs is outlined below.

Description	Local Entity Cost	Federal/State Cost	Amount Owed to State
Engineering	\$98,000	\$0	\$0
Construction	\$0	\$1,204,609	\$0
Direct Costs	\$112,510	\$0	\$112,510
Indirect State Cost	\$0	\$62,134	\$0
<i>Totals:</i>	<i>\$210,510</i>	<i>\$1,266,743.45</i>	<i>\$112,510</i>

Since TxDOT requires that only the lead local entity enter into the AFA, Wylie must execute this contract directly with the State. Staff has reached out to the City of Murphy to participate and is working on language for an ILA regarding the estimated \$60,207 match, which includes engineering design.

Funds for this project will be from General Funds-Streets as outlined in the budget and carried forward from Fiscal Year 2020-2021. Staff recommends use of these funds for the City's Local Participation match outlined in Attachment C of the AFA document.

**Financial Summary/Strategic Goals**

Infrastructure.

**RESOLUTION NO. 2022-17(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING RESOLUTION NO. 2022-14(R), AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, OR HIS DESIGNEE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF WYLIE, AND TO TAKE ANY AND ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.**

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

SECTION 1. The City Manager, or his designee, is hereby authorized to execute, on behalf of the City of Wylie, the Advance Funding Agreement with the State of Texas, in the form attached hereto.

SECTION 2. The City Council authorizes an Advanced Funding Agreement with the State of Texas for the improvement of traffic signals, improvement of pedestrian signals and addition of left turn lanes at the intersections of State Highway (SH) 78 at Brown Street and Farm to Market (FM) 544 at McCreary Road.

SECTION 3. The funding for this expenditure is available in the Streets and Alleys budget within the General Fund.

SECTION 4. A copy of this resolution shall be forwarded to the Texas Department of Transportation.

SECTION 5. This resolution shall be effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS** on this 31st day of May, 2022.

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

**ATTEST TO:**

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

**Form of Agreement**

*[21 pages attached hereto]*



TxDOT:				Federal Highway Administration:	
CSJ #	0281-02-075; 0619-03-064			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00002492	CFDA Title	Highway Planning and Construction
Code Chart 64 #	47050				
Project Name	SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.			AFA Not Used For Research & Development	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Project On-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Wylie**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **improving traffic signals, improving pedestrian signals and adding left turn lane**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>District #</b>	18 - Dallas	<b>AFA ID</b>	Z00002492	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	47050				
<b>Project Name</b>	SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.			<i>AFA Not Used For Research &amp; Development</i>	

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government</b>	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of – CSJ 0281-02-075, improving traffic signals, improving pedestrian signals and adding left turn lane on SH 78 at East Brown Street and CSJ 0619-03-0364, improving traffic signals, improving pedestrian signals and adding left turn lane at the intersection of FM 544 at McCreary Road as shown in Attachment B, Location Map.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may

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<b>District #</b>	<b>18 - Dallas</b>	<b>AFA ID</b>	<b>Z00002492</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>47050</b>				
<b>Project Name</b>	<b>SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.</b>			<b>AFA Not Used For Research &amp; Development</b>	

be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

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<b>District #</b>	<b>18 - Dallas</b>	<b>AFA ID</b>	<b>Z00002492</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>47050</b>				
<b>Project Name</b>	<b>SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.</b>			<b>AFA Not Used For Research &amp; Development</b>	

- Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
  - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds

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for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

#### 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
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<b>District #</b>	<b>18 - Dallas</b>	<b>AFA ID</b>	<b>Z00002492</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
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federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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#### 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.



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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Wylie 300 Country Club Dr. #100 Wylie, TX 75098	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

#### 20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

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[14/pdf/2010-22705.pdf](#) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:  
<https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.



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**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS****THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

TxDOT:				Federal Highway Administration:	
CSJ #	0281-02-075; 0619-03-064			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00002492	CFDA Title	Highway Planning and Construction
Code Chart 64 #	47050				
Project Name	SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.			AFA Not Used For Research & Development	

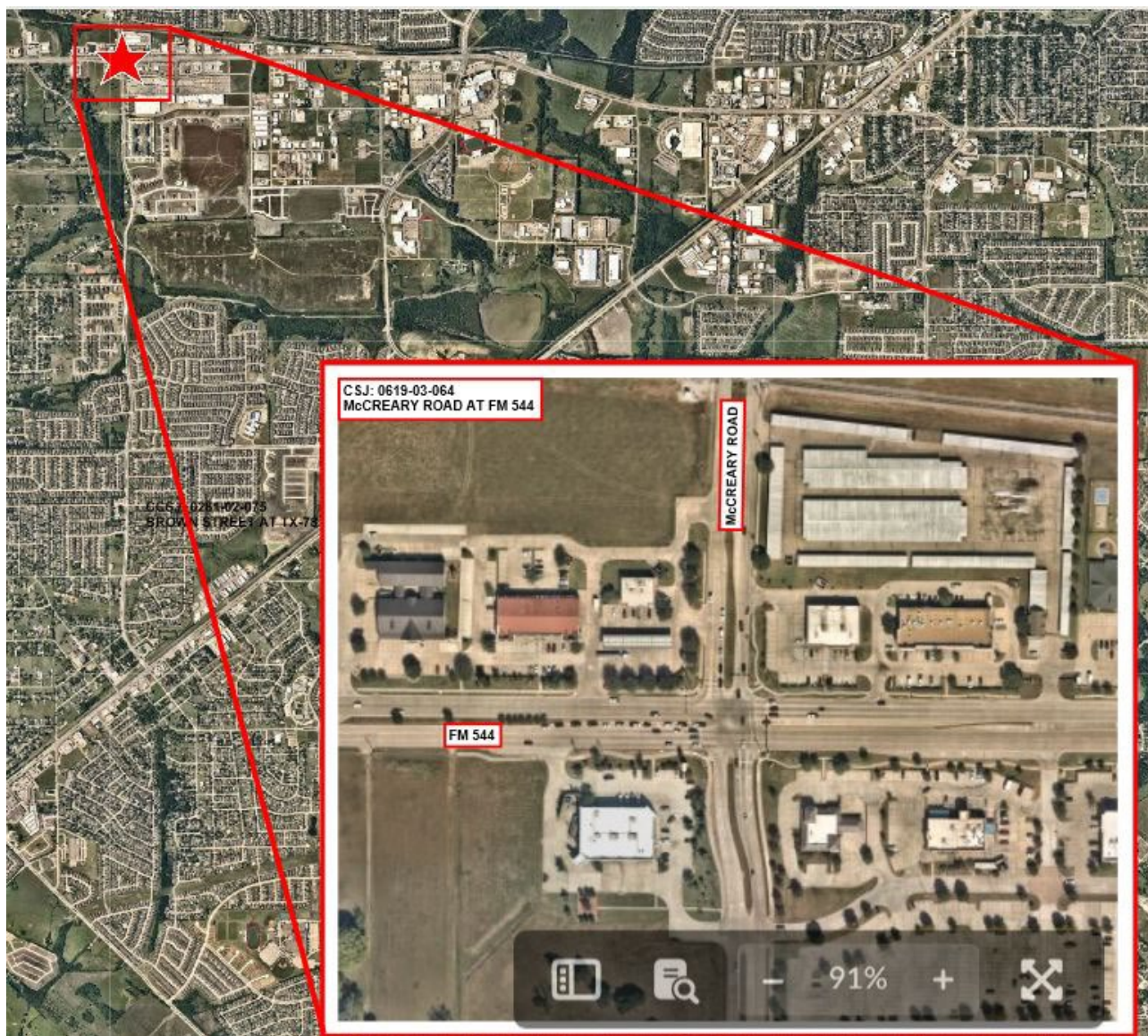
**ATTACHMENT A**  
**LOCATION MAP SHOWING PROJECT**  
**CCSJ: 0281-02-075**





TxDOT:				Federal Highway Administration:	
CSJ #	0281-02-075; 0619-03-064			CFDA No.	20.205
District #	18 - Dallas	AFA ID	Z00002492	CFDA Title	Highway Planning and Construction
Code Chart 64 #	47050				
Project Name	SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.			AFA Not Used For Research & Development	

**ATTACHMENT A**  
**LOCATION MAP SHOWING PROJECT**  
**CCJ: 0619-03-064**



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0281-02-075; 0619-03-064</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>18 – Dallas</b>	<b>AFA ID</b>	<b>Z00002492</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>47050</b>				
<b>Project Name</b>	<b>SH 78 at E. Brown St.; FM 544 intersection of FM 544 McCreary Rd.</b>			<b>AFA Not Used For Research &amp; Development</b>	

## ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the federal funding reaches the maximum obligated amount. Local Government is responsible for engineering cost and 100% of costs overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$98,000.00	0%	\$0	0%	\$0.00	100%	\$98,000.00
Construction (by State) 0281-02-075	\$515,561.00	90%	\$464,004.90	10%	\$51,556.10	0%	\$0
Construction (by State) 0619-03-064	\$689,048.00	90%	\$620,143.20	10%	\$68,904.80	0%	\$0
<b>Subtotal</b>	<b>\$1,302,609.00</b>		<b>\$1,084,148.10</b>		<b>\$120,460.90</b>		<b>\$98,000.00</b>
Environmental Direct State Costs	\$14,063.81	0%	\$0	0%	\$0	100%	\$14,063.81
Right of Way Direct State Costs	\$14,063.81	0%	\$0	0%	\$0	100%	\$14,063.81
Engineering Direct State Costs	\$14,063.81	0%	\$0	0%	\$0	100%	\$14,063.81
Utility Direct State Costs	\$14,063.81	0%	\$0	0%	\$0	100%	\$14,063.81
Construction Direct State Costs (9.34%)	\$56,255.24	0%	\$0	0%	\$0	100%	\$56,255.24
<b>Subtotal</b>	<b>\$112,510.48</b>		<b>\$0</b>		<b>\$0</b>		<b>\$112,510.48</b>
<b>Indirect State Cost – 4.77%</b>	<b>\$62,134.45</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$62,134.45</b>	<b>0%</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,477,253.93</b>		<b>\$1,084,148.10</b>		<b>\$182,595.35</b>		<b>\$210,510.48</b>

Initial Payment by the Local Government to the State: **\$56,255.24**

Payment by the Local Government to the State before Construction: **\$56,255.24**

Total payment by the Local Government to the State: **\$112,510.48**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0281-02-075; 0619-03-064			<b>CFDA No.</b>	20.205
<b>District #</b>	18 - DAL	<b>AFA ID</b>	Z00002492	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	47050				
<b>Project Name</b>	SH 78 at E. Brown St.; FM 544 intersections of FM McCreary Rd.			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for April 30, 2022.

### Recommendation

Motion to accept the item as presented.

### Discussion

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

### Financial Summary/Strategic Goals

## CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 58.33%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	35,752,468	630,658	30,906,345	86.45%	A
FRANCHISE FEES	2,896,800	14,552	1,590,263	54.90%	
LICENSES AND PERMITS	1,079,430	130,241	948,772	87.90%	B
INTERGOVERNMENTAL REV.	2,134,902	88,226	1,239,322	58.05%	C
SERVICE FEES	4,008,588	329,183	2,067,377	51.57%	D
COURT FEES	248,950	28,135	185,128	74.36%	E
INTEREST INCOME	25,000	5,528	16,972	67.89%	
MISCELLANEOUS INCOME	190,230	1,535	128,151	67.37%	
OTHER FINANCING SOURCES	2,488,645	10,402	5,497,693	220.91%	F
<b>REVENUES</b>	<b>48,825,013</b>	<b>1,238,460</b>	<b>42,580,022</b>	<b>87.21%</b>	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,432,653	NA	NA	NA	G
<b>TOTAL REVENUES</b>	<b>50,257,666</b>	<b>1,238,460</b>	<b>42,580,022</b>	<b>84.72%</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	97,263	3,771	29,213	30.04%	
CITY MANAGER	1,321,656	67,945	712,750	53.93%	
CITY SECRETARY	388,450	21,816	175,623	45.21%	
CITY ATTORNEY	170,000	11,949	112,298	66.06%	H
FINANCE	1,221,631	71,525	776,669	63.58%	I
FACILITIES	978,273	56,919	397,144	40.60%	
MUNICIPAL COURT	530,514	37,457	233,616	44.04%	
HUMAN RESOURCES	743,111	55,609	409,221	55.07%	
PURCHASING	284,296	11,672	117,127	41.20%	
INFORMATION TECHNOLOGY	2,052,721	87,523	1,124,687	54.79%	
POLICE	12,304,753	956,329	6,248,096	50.78%	
FIRE	11,634,027	881,138	5,786,737	49.74%	
EMERGENCY COMMUNICATIONS	2,251,800	116,925	1,089,462	48.38%	
ANIMAL CONTROL	559,267	34,726	236,417	42.27%	
PLANNING	330,908	24,284	166,621	50.35%	
BUILDING INSPECTION	588,630	43,545	303,493	51.56%	
CODE ENFORCEMENT	262,419	17,039	120,790	46.03%	
STREETS	5,068,737	180,958	1,475,501	29.11%	J
PARKS	2,823,034	166,462	1,280,169	45.35%	
LIBRARY	2,178,698	138,218	1,001,982	45.99%	
COMBINED SERVICES	11,234,730	515,363	8,546,940	76.08%	K
<b>TOTAL EXPENDITURES</b>	<b>57,024,918</b>	<b>3,501,173</b>	<b>30,344,556</b>	<b>53.21%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>-6,767,252</b>	<b>-2,262,713</b>	<b>12,235,466</b>	<b>31.51%</b>	
<p>A. Property Tax Collections for FY21-22 as of April 30, 2022 are 98.5%, in comparison to FY20-21 for the same time period of 99.7%. Sales tax is on a 2 month lag and only five months have been received. Sales tax is up 20% from April 2021 and up 10% fiscal YTD.</p> <p>B. Licenses and Permits: New Dwelling Permits are up 173% from April YTD 2021 due to the new fee structure.</p> <p>C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly.</p> <p>D. Service Fees: Trash fees are on a one month lag and only six months have been received. The remaining fees are from other seasonal fees.</p> <p>E. Municipal Court Fees are up 35% from April 2021 YTD.</p> <p>F. Yearly transfer from Utility Fund and \$3 million from sale of 802 Kirby.</p> <p>G. Largest Carry Forward items: Department Software Solution \$220,870, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$615,000</p> <p>H. Attorney consultation fees associated with ongoing projects around the City.</p> <p>I. Annual Audit expense</p> <p>J. Asphalt Overlay not expensed yet. It will be encumbered in May.</p> <p>K. \$6.2 million transfer to Community Investment Fund.</p>					

## CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2021-2022	CURRENT MONTH ACTUAL 2021-2022	YTD ACTUAL 2021-2022	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 58.33%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	25,091,934	1,924,717	11,689,062	46.58%	L
INTEREST INCOME	8,500	2,299	7,948	93.51%	
MISCELLANEOUS INCOME	70,000	110	6,223	8.89%	
OTHER FINANCING SOURCES	31,841	2,740	39,384	123.69%	M
<b>REVENUES</b>	<b>25,202,275</b>	<b>1,929,866</b>	<b>11,742,617</b>	<b>46.59%</b>	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	2,758,010	NA	NA	NA	N
<b>TOTAL REVENUES</b>	<b>27,960,285</b>	<b>NA</b>	<b>11,742,617</b>	<b>42.00%</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	1,106,839	34,000	470,427	42.50%	
UTILITIES - WATER	5,648,591	1,262,558	2,012,343	35.63%	O
CITY ENGINEER	447,538	46,295	94,218	100.00%	P
UTILITIES - SEWER	1,347,034	117,316	628,216	46.64%	
UTILITY BILLING	1,320,992	70,263	675,842	51.16%	
COMBINED SERVICES	15,821,748	1,019,383	11,400,155	72.05%	Q
<b>TOTAL EXPENDITURES</b>	<b>25,692,742</b>	<b>2,549,815</b>	<b>15,281,201</b>	<b>59.48%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>2,267,543</b>	<b>-619,948</b>	<b>-3,538,584</b>	<b>-17.48%</b>	
<p>L. Most Utility Fund Revenue is on a one month lag and only six months have been received.</p> <p>M. Insurance recoveries for damage to Newport Harbor Pump Station</p> <p>N. Largest Carry Forward items: Department Software Solutions \$150,300, Pump Station Backup Generators \$1.8M and FM 2514 Waterline Relocation Construction \$625,000.</p> <p>O. Pump station generators and FM2514 waterline relocation projects (totaling approx. \$2.4m) have not been completed.</p> <p>P. Department added as part of restructuring of Public Works. Budget was amended as part of Mid-Year Budget Amendments approved at the April 12 City Council meeting.</p> <p>Q. Annual transfer to the General Fund of \$2.4 million. Other expenses include payments to NTMWD for water minimum and sewer treatment.</p>					





# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for April 30, 2022.

### Recommendation

Motion to accept the Item as presented.

### Discussion

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

### Financial Summary/Strategic Goals

# City Of Wylie

## 2021-2022 Investment Report

April 30, 2022

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$15,409,595.76	MMA	0.3042%	Texpool	12/31/2006	NA
2	\$15,954,646.99	MMA	0.3225%	TexStar	3/15/2011	NA
	\$31,364,242.75					

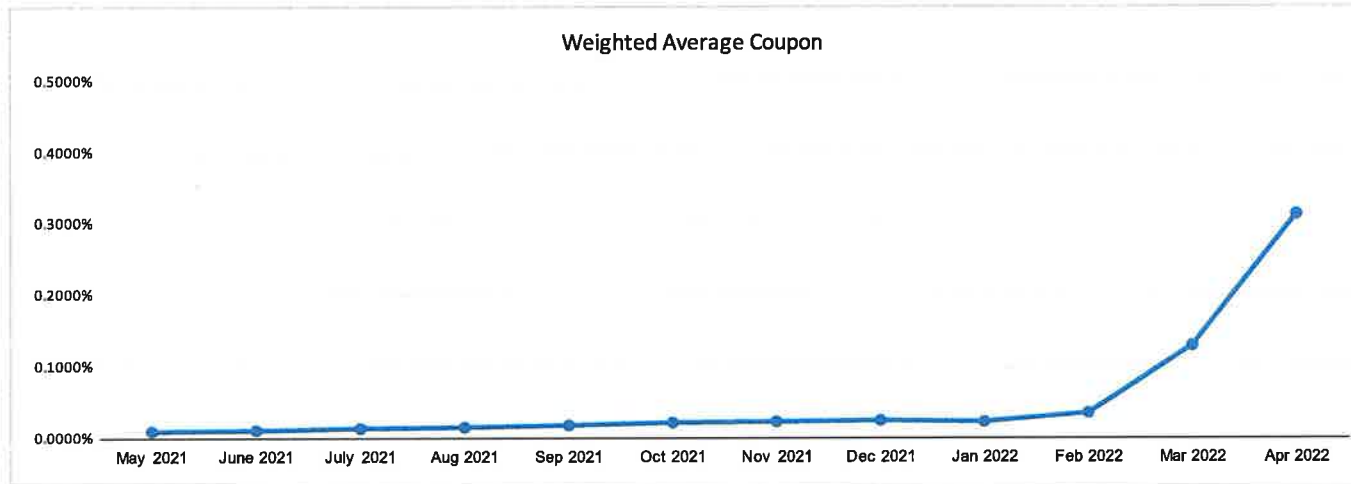
Total

Weighted Average Coupon:  
Weighted Average Maturity (Days):

0.3135%
1.00

Money Markets:  
Certificates of Deposits:

\$31,364,242.75
\$0.00
\$31,364,242.75



*Melinda Beaulieu* 5-25-22  
Finance Director/Investment Officer



# Wylie City Council

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## 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 April 30, 2022.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on May 20, 2022.

### Financial Summary/Strategic Goals

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>							
<b>Revenue</b>							
<b>Category: 400 - Taxes</b>							
<a href="#">111-4000-40210</a>	SALES TAX	3,789,966.00	3,789,966.00	265,773.80	1,579,061.67	-2,210,904.33	58.34 %
	<b>Category: 400 - Taxes Total:</b>	<b>3,789,966.00</b>	<b>3,789,966.00</b>	<b>265,773.80</b>	<b>1,579,061.67</b>	<b>-2,210,904.33</b>	<b>58.34%</b>
<b>Category: 460 - Interest Income</b>							
<a href="#">111-4000-46110</a>	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	238.05	1,242.57	-4,757.43	79.29 %
	<b>Category: 460 - Interest Income Total:</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>238.05</b>	<b>1,242.57</b>	<b>-4,757.43</b>	<b>79.29%</b>
<b>Category: 480 - Miscellaneous Income</b>							
<a href="#">111-4000-48110</a>	RENTAL INCOME	132,240.00	132,240.00	13,320.00	67,320.00	-64,920.00	49.09 %
<a href="#">111-4000-48410</a>	MISCELLANEOUS INCOME	0.00	0.00	0.00	1,044.96	1,044.96	0.00 %
<a href="#">111-4000-48430</a>	GAIN/(LOSS) SALE OF CAP ASSETS	2,601,116.00	2,601,116.00	0.00	0.00	-2,601,116.00	100.00 %
	<b>Category: 480 - Miscellaneous Income Total:</b>	<b>2,733,356.00</b>	<b>2,733,356.00</b>	<b>13,320.00</b>	<b>68,364.96</b>	<b>-2,664,991.04</b>	<b>97.50%</b>
<b>Category: 490 - Transfers In &amp; Other Financing Sources</b>							
<a href="#">111-4000-49325</a>	BANK NOTE PROCEEDS	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00 %
	<b>Category: 490 - Transfers In &amp; Other Financing Sources Total:</b>	<b>0.00</b>	<b>8,108,000.00</b>	<b>0.00</b>	<b>8,108,000.00</b>	<b>0.00</b>	<b>0.00%</b>
	<b>Revenue Total:</b>	<b>6,529,322.00</b>	<b>14,637,322.00</b>	<b>279,331.85</b>	<b>9,756,669.20</b>	<b>-4,880,652.80</b>	<b>33.34%</b>
<b>Expense</b>							
<b>Category: 510 - Personnel Services</b>							
<a href="#">111-5611-51110</a>	SALARIES	286,558.00	286,558.00	19,732.41	145,575.44	140,982.56	49.20 %
<a href="#">111-5611-51140</a>	LONGEVITY PAY	729.00	729.00	0.00	724.00	5.00	0.69 %
<a href="#">111-5611-51310</a>	TMRS	44,530.00	44,530.00	3,043.78	22,784.60	21,745.40	48.83 %
<a href="#">111-5611-51410</a>	HOSPITAL & LIFE INSURANCE	49,304.00	49,304.00	3,176.72	19,928.98	29,375.02	59.58 %
<a href="#">111-5611-51420</a>	LONG-TERM DISABILITY	1,707.00	1,707.00	44.67	312.69	1,394.31	81.68 %
<a href="#">111-5611-51440</a>	FICA	18,623.00	18,623.00	1,092.89	8,290.46	10,332.54	55.48 %
<a href="#">111-5611-51450</a>	MEDICARE	4,355.00	4,355.00	255.59	1,938.85	2,416.15	55.48 %
<a href="#">111-5611-51470</a>	WORKERS COMP PREMIUM	378.00	390.56	0.00	390.55	0.01	0.00 %
<a href="#">111-5611-51480</a>	UNEMPLOYMENT COMP (TWC)	1,080.00	1,080.00	0.00	26.99	1,053.01	97.50 %
	<b>Category: 510 - Personnel Services Total:</b>	<b>407,264.00</b>	<b>407,276.56</b>	<b>27,346.06</b>	<b>199,972.56</b>	<b>207,304.00</b>	<b>50.90%</b>
<b>Category: 520 - Supplies</b>							
<a href="#">111-5611-52010</a>	OFFICE SUPPLIES	5,000.00	5,000.00	63.98	2,152.58	2,847.42	56.95 %
<a href="#">111-5611-52040</a>	POSTAGE & FREIGHT	300.00	300.00	31.80	71.70	228.30	76.10 %
<a href="#">111-5611-52810</a>	FOOD SUPPLIES	6,100.00	6,100.00	124.85	2,534.87	3,565.13	58.44 %
	<b>Category: 520 - Supplies Total:</b>	<b>11,400.00</b>	<b>11,400.00</b>	<b>220.63</b>	<b>4,759.15</b>	<b>6,640.85</b>	<b>58.25%</b>
<b>Category: 540 - Materials for Maintenance</b>							
<a href="#">111-5611-54610</a>	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	7,569.50	-5,069.50	-202.78 %
<a href="#">111-5611-54810</a>	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
	<b>Category: 540 - Materials for Maintenance Total:</b>	<b>8,000.00</b>	<b>8,000.00</b>	<b>0.00</b>	<b>7,569.50</b>	<b>430.50</b>	<b>5.38%</b>
<b>Category: 560 - Contractual Services</b>							
<a href="#">111-5611-56030</a>	INCENTIVES	1,043,973.00	1,043,973.00	0.00	148,221.77	895,751.23	85.80 %
<a href="#">111-5611-56040</a>	SPECIAL SERVICES	118,156.00	1,962,496.00	55,056.23	1,789,815.19	172,680.81	8.80 %
<a href="#">111-5611-56080</a>	ADVERTISING	129,100.00	129,100.00	3,515.00	34,978.60	94,121.40	72.91 %
<a href="#">111-5611-56090</a>	COMMUNITY DEVELOPMENT	52,050.00	52,050.00	1,172.64	22,680.13	29,369.87	56.43 %
<a href="#">111-5611-56110</a>	COMMUNICATIONS	6,400.00	6,400.00	398.97	2,699.74	3,700.26	57.82 %
<a href="#">111-5611-56180</a>	RENTAL	27,000.00	27,000.00	2,250.00	15,750.00	11,250.00	41.67 %
<a href="#">111-5611-56210</a>	TRAVEL & TRAINING	74,600.00	74,600.00	7,225.03	31,497.45	43,102.55	57.78 %
<a href="#">111-5611-56250</a>	DUES & SUBSCRIPTIONS	39,810.00	39,810.00	217.15	43,558.71	-3,748.71	-9.42 %
<a href="#">111-5611-56310</a>	INSURANCE	6,303.00	6,303.00	0.00	5,458.01	844.99	13.41 %
<a href="#">111-5611-56510</a>	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	0.00	10,666.50	22,333.50	67.68 %
<a href="#">111-5611-56570</a>	ENGINEERING/ARCHITECTURAL	87,500.00	189,300.00	4,800.00	43,642.55	145,657.45	76.95 %

## Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">111-5611-56610</a>	UTILITIES-ELECTRIC	2,400.00	2,400.00	0.00	787.31	1,612.69	67.20 %
<b>Category: 560 - Contractual Services Total:</b>		<b>1,620,292.00</b>	<b>3,566,432.00</b>	<b>74,635.02</b>	<b>2,149,755.96</b>	<b>1,416,676.04</b>	<b>39.72%</b>
<b>Category: 570 - Debt Service &amp; Capital Replacement</b>							
<a href="#">111-5611-57410</a>	PRINCIPAL PAYMENT	694,127.33	5,403,249.03	26,280.11	4,868,091.34	535,157.69	9.90 %
<a href="#">111-5611-57415</a>	INTEREST EXPENSE	315,135.79	326,452.12	23,768.89	155,749.84	170,702.28	52.29 %
<b>Category: 570 - Debt Service &amp; Capital Replacement Total:</b>		<b>1,009,263.12</b>	<b>5,729,701.15</b>	<b>50,049.00</b>	<b>5,023,841.18</b>	<b>705,859.97</b>	<b>12.32%</b>
<b>Category: 580 - Capital Outlay</b>							
<a href="#">111-5611-58110</a>	LAND-PURCHASE PRICE	0.00	3,983,392.59	-621.49	3,894,644.85	88,747.74	2.23 %
<a href="#">111-5611-58210</a>	STREETS & ALLEYS	2,175,000.00	2,425,000.00	0.00	59,475.90	2,365,524.10	97.55 %
<a href="#">111-5611-58995</a>	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-3,895,266.34	3,895,266.34	0.00 %
<b>Category: 580 - Capital Outlay Total:</b>		<b>2,175,000.00</b>	<b>6,408,392.59</b>	<b>-621.49</b>	<b>58,854.41</b>	<b>6,349,538.18</b>	<b>99.08%</b>
<b>Expense Total:</b>		<b>5,231,219.12</b>	<b>16,131,202.30</b>	<b>151,629.22</b>	<b>7,444,752.76</b>	<b>8,686,449.54</b>	<b>53.85%</b>
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>		<b>1,298,102.88</b>	<b>-1,493,880.30</b>	<b>127,702.63</b>	<b>2,311,916.44</b>	<b>3,805,796.74</b>	<b>254.76%</b>
<b>Report Surplus (Deficit):</b>		<b>1,298,102.88</b>	<b>-1,493,880.30</b>	<b>127,702.63</b>	<b>2,311,916.44</b>	<b>3,805,796.74</b>	<b>254.76%</b>

## Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

## Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>						
<b>Revenue</b>						
400 - Taxes	3,789,966.00	3,789,966.00	265,773.80	1,579,061.67	-2,210,904.33	58.34%
460 - Interest Income	6,000.00	6,000.00	238.05	1,242.57	-4,757.43	79.29%
480 - Miscellaneous Income	2,733,356.00	2,733,356.00	13,320.00	68,364.96	-2,664,991.04	97.50%
490 - Transfers In & Other Financing Sources	0.00	8,108,000.00	0.00	8,108,000.00	0.00	0.00%
<b>Revenue Total:</b>	<b>6,529,322.00</b>	<b>14,637,322.00</b>	<b>279,331.85</b>	<b>9,756,669.20</b>	<b>-4,880,652.80</b>	<b>33.34%</b>
<b>Expense</b>						
510 - Personnel Services	407,264.00	407,276.56	27,346.06	199,972.56	207,304.00	50.90%
520 - Supplies	11,400.00	11,400.00	220.63	4,759.15	6,640.85	58.25%
540 - Materials for Maintenance	8,000.00	8,000.00	0.00	7,569.50	430.50	5.38%
560 - Contractual Services	1,620,292.00	3,566,432.00	74,635.02	2,149,755.96	1,416,676.04	39.72%
570 - Debt Service & Capital Replacement	1,009,263.12	5,729,701.15	50,049.00	5,023,841.18	705,859.97	12.32%
580 - Capital Outlay	2,175,000.00	6,408,392.59	-621.49	58,854.41	6,349,538.18	99.08%
<b>Expense Total:</b>	<b>5,231,219.12</b>	<b>16,131,202.30</b>	<b>151,629.22</b>	<b>7,444,752.76</b>	<b>8,686,449.54</b>	<b>53.85%</b>
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>-1,493,880.30</b>	<b>127,702.63</b>	<b>2,311,916.44</b>	<b>3,805,796.74</b>	<b>254.76%</b>
<b>Report Surplus (Deficit):</b>	<b>1,298,102.88</b>	<b>-1,493,880.30</b>	<b>127,702.63</b>	<b>2,311,916.44</b>	<b>3,805,796.74</b>	<b>254.76%</b>

## Budget Report

For Fiscal: 2021-2022 Period Ending: 04/30/2022

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	1,298,102.88	-1,493,880.30	127,702.63	2,311,916.44	3,805,796.74
Report Surplus (Deficit):	1,298,102.88	-1,493,880.30	127,702.63	2,311,916.44	3,805,796.74

Wylie Economic Development Corporation  
Statement of Net Position  
As of April 30, 2022

**Assets**

Cash and cash equivalents	\$ 2,024,074.81	
Receivables	\$ 60,000.00	Note 1
Inventories	\$ 16,330,536.04	
Prepaid Items	\$ -	
<b>Total Assets</b>	<b>\$ 18,414,610.85</b>	

**Deferred Outflows of Resources**

Pensions	\$ 75,630.55	
<b>Total deferred outflows of resources</b>	<b>\$ 75,630.55</b>	

**Liabilities**

Accounts Payable and other current liabilities	\$ 5,692.36	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 174,485.75	Note 3
Due in more than one year	\$ 8,187,633.93	
<b>Total Liabilities</b>	<b>\$ 8,369,012.04</b>	

**Deferred Inflows of Resources**

Pensions	\$ (45,385.41)	
<b>Total deferred inflows of resources</b>	<b>\$ (45,385.41)</b>	

**Net Position**

Net investment in capital assets	\$ -	
Unrestricted	\$ 10,075,843.95	
<b>Total Net Position</b>	<b>\$ 10,075,843.95</b>	

*Note 1: Includes incentives in the form of forgivable loans for \$60,000 (LUV-ROS)*

*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 04/30/2022

Account	Name	Balance
<b>Fund: 111 - WYLIE ECONOMIC DEVEL CORP</b>		
<b>Assets</b>		
<a href="#">111-1000-10110</a>	CLAIM ON CASH AND CASH EQUIV.	2,022,074.81
<a href="#">111-1000-10115</a>	CASH - WEDC - INWOOD	0.00
<a href="#">111-1000-10135</a>	ESCROW	0.00
<a href="#">111-1000-10180</a>	DEPOSITS	2,000.00
<a href="#">111-1000-10198</a>	OTHER - MISC CLEARING	0.00
<a href="#">111-1000-10341</a>	TEXPOOL	0.00
<a href="#">111-1000-10343</a>	LOGIC	0.00
<a href="#">111-1000-10481</a>	INTEREST RECEIVABLE	0.00
<a href="#">111-1000-11511</a>	ACCTS REC - MISC	0.00
<a href="#">111-1000-11517</a>	ACCTS REC - SALES TAX	0.00
<a href="#">111-1000-12810</a>	LEASE PAYMENTS RECEIVABLE	0.00
<a href="#">111-1000-12950</a>	LOAN PROCEEDS RECEIVABLE	0.00
<a href="#">111-1000-12996</a>	LOAN RECEIVABLE	0.00
<a href="#">111-1000-12997</a>	ACCTS REC - JTM TECH	0.00
<a href="#">111-1000-12998</a>	ACCTS REC - FORGIVEABLE LOANS	60,000.00
<a href="#">111-1000-14112</a>	INVENTORY - MATERIAL/ SUPPLY	0.00
<a href="#">111-1000-14116</a>	INVENTORY - LAND & BUILDINGS	16,330,536.04
<a href="#">111-1000-14118</a>	INVENTORY - BAYCO/ SANDEN BLVD	0.00
<a href="#">111-1000-14310</a>	PREPAID EXPENSES - MISC	0.00
<a href="#">111-1000-14410</a>	DEFERRED OUTFLOWS	768,867.00
<b>Total Assets:</b>		<b>19,183,477.85</b>
		<b><u>19,183,477.85</u></b>
<b>Liability</b>		
<a href="#">111-2000-20110</a>	FEDERAL INCOME TAX PAYABLE	0.00
<a href="#">111-2000-20111</a>	MEDICARE PAYABLE	0.00
<a href="#">111-2000-20112</a>	CHILD SUPPORT PAYABLE	0.00
<a href="#">111-2000-20113</a>	CREDIT UNION PAYABLE	0.00
<a href="#">111-2000-20114</a>	IRS LEVY PAYABLE	0.00
<a href="#">111-2000-20115</a>	NATIONWIDE DEFERRED COMP	0.00
<a href="#">111-2000-20116</a>	HEALTH INSUR PAY-EMPLOYEE	-55.01
<a href="#">111-2000-20117</a>	TMRS PAYABLE	0.00
<a href="#">111-2000-20118</a>	ROTH IRA PAYABLE	0.00
<a href="#">111-2000-20119</a>	WORKERS COMP PAYABLE	0.00
<a href="#">111-2000-20120</a>	FICA PAYABLE	0.00
<a href="#">111-2000-20121</a>	TEC PAYABLE	0.00
<a href="#">111-2000-20122</a>	STUDENT LOAN LEVY PAYABLE	0.00
<a href="#">111-2000-20123</a>	ALIMONY PAYABLE	0.00
<a href="#">111-2000-20124</a>	BANKRUPTCY PAYABLE	0.00
<a href="#">111-2000-20125</a>	VALIC DEFERRED COMP	0.00
<a href="#">111-2000-20126</a>	ICMA PAYABLE	0.00
<a href="#">111-2000-20127</a>	EMP. LEGAL SERVICES PAYABLE	0.00
<a href="#">111-2000-20130</a>	FLEXIBLE SPENDING ACCOUNT	5,687.36
<a href="#">111-2000-20131</a>	EDWARD JONES DEFERRED COMP	0.00
<a href="#">111-2000-20132</a>	EMP CARE FLITE	12.00
<a href="#">111-2000-20133</a>	Unemployment Comp Payable	0.01
<a href="#">111-2000-20151</a>	ACCRUED WAGES PAYABLE	0.00
<a href="#">111-2000-20180</a>	ADDIT EMPLOYEE INSUR PAY	48.00
<a href="#">111-2000-20199</a>	MISC PAYROLL PAYABLE	0.00
<a href="#">111-2000-20201</a>	AP PENDING	0.00
<a href="#">111-2000-20210</a>	ACCOUNTS PAYABLE	0.00
<a href="#">111-2000-20530</a>	PROPERTY TAXES PAYABLE	0.00
<a href="#">111-2000-20540</a>	NOTES PAYABLE	768,867.00
<a href="#">111-2000-20810</a>	DUE TO GENERAL FUND	0.00

## Balance Sheet

As Of 04/30/2022

Account	Name	Balance
<a href="#">111-2000-22270</a>	DEFERRED INFLOW	0.00
<a href="#">111-2000-22275</a>	DEF INFLOW - LEASE PRINCIPAL	0.00
<a href="#">111-2000-22280</a>	DEFERRED INFLOW - LEASE INT	0.00
<a href="#">111-2000-22915</a>	RENTAL DEPOSITS	1,200.00
<b>Total Liability:</b>		<b>775,759.36</b>

## Equity

<a href="#">111-3000-34110</a>	FUND BALANCE - RESERVED	0.00
<a href="#">111-3000-34590</a>	FUND BALANCE-UNRESERV/UNDESIG	16,095,802.05
<b>Total Beginning Equity:</b>		<b>16,095,802.05</b>
Total Revenue		9,756,669.20
Total Expense		7,444,752.76
<b>Revenues Over/Under Expenses</b>		<b>2,311,916.44</b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b>18,407,718.49</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>19,183,477.85</u></b>

## Balance Sheet

As Of 04/30/2022

Account	Name	Balance
<b>Fund: 922 - GEN LONG TERM DEBT (WEDC)</b>		
<b>Assets</b>		
<a href="#">922-1000-10312</a>	GOVERNMENT NOTES	0.00
<a href="#">922-1000-18110</a>	LOAN - WEDC	0.00
<a href="#">922-1000-18120</a>	LOAN - BIRMINGHAM	0.00
<a href="#">922-1000-18210</a>	AMOUNT TO BE PROVIDED	0.00
<a href="#">922-1000-18220</a>	BIRMINGHAM LOAN	0.00
<a href="#">922-1000-19050</a>	DEF OUTFLOW TMRS CONTRIBUTIONS	39,535.29
<a href="#">922-1000-19051</a>	DEF OUTFLOW SDBF CONTRIBUTIONS	3,027.00
<a href="#">922-1000-19075</a>	DEF OUTFLOW - INVESTMENT EXP	-37,953.52
<a href="#">922-1000-19100</a>	DEF OUTFLOW - ACT EXP/ASSUMP	71,021.78
<a href="#">922-1000-19125</a>	(GAIN)/LOSS ON ASSUMPTION CHGS	-44,574.41
<a href="#">922-1000-19126</a>	DEF INFLOW SDBF CONTRIBUTIONS	-811.00
<b>Total Assets:</b>		<b>30,245.14</b>
		<b><u>30,245.14</u></b>
<b>Liability</b>		
<a href="#">922-2000-20310</a>	COMPENSATED ABSENCES PAYABLE	0.00
<a href="#">922-2000-20311</a>	COMP ABSENCES PAYABLE-CURRENT	32,300.82
<a href="#">922-2000-21410</a>	ACCRUED INTEREST PAYABLE	9,604.44
<a href="#">922-2000-28205</a>	WEDC LOANS/CURRENT	132,580.49
<a href="#">922-2000-28220</a>	BIRMINGHAM LOAN	0.00
<a href="#">922-2000-28230</a>	INWOOD LOAN	0.00
<a href="#">922-2000-28232</a>	ANB LOAN/EDGE	0.00
<a href="#">922-2000-28233</a>	ANB LOAN/PEDDICORD WHITE	0.00
<a href="#">922-2000-28234</a>	ANB LOAN/RANDACK HUGHES	0.00
<a href="#">922-2000-28235</a>	ANB LOAN	0.00
<a href="#">922-2000-28236</a>	ANB CONSTRUCTION LOAN	0.00
<a href="#">922-2000-28237</a>	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
<a href="#">922-2000-28238</a>	ANB LOAN/BUCHANAN	0.00
<a href="#">922-2000-28239</a>	ANB LOAN/JONES:HOBART PAYOFF	0.00
<a href="#">922-2000-28240</a>	HUGHES LOAN	0.00
<a href="#">922-2000-28242</a>	ANB LOAN/HWY 78:5TH ST REDEV	0.00
<a href="#">922-2000-28245</a>	ANB LOAN/DALLAS WHIRLPOOL	0.00
<a href="#">922-2000-28246</a>	GOVCAP LOAN/KIRBY	7,846,537.60
<a href="#">922-2000-28247</a>	JARRARD LOAN	144,081.16
<a href="#">922-2000-28250</a>	CITY OF WYLIE LOAN	0.00
<a href="#">922-2000-28260</a>	PRIME KUTS LOAN	0.00
<a href="#">922-2000-28270</a>	BOWLAND/ANDERSON LOAN	0.00
<a href="#">922-2000-28280</a>	CAPITAL ONE CAZAD LOAN	0.00
<a href="#">922-2000-28290</a>	HOBART/COMMERCE LOAN	0.00
<a href="#">922-2000-29150</a>	NET PENSION LIABILITY	185,989.17
<a href="#">922-2000-29151</a>	SDBF LIABILITY	11,026.00
<b>Total Liability:</b>		<b>8,362,119.68</b>
<b>Equity</b>		
<a href="#">922-3000-34590</a>	FUND BALANCE-UNRESERV/UNDESIG	-4,971,701.88
<a href="#">922-3000-35900</a>	UNRESTRICTED NET POSITION	-120,264.00
<b>Total Beginning Equity:</b>		<b>-5,091,965.88</b>
Total Revenue		-8,108,000.00
Total Expense		-4,868,091.34
<b>Revenues Over/Under Expenses</b>		<b>-3,239,908.66</b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b>-8,331,874.54</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>30,245.14</u></b>

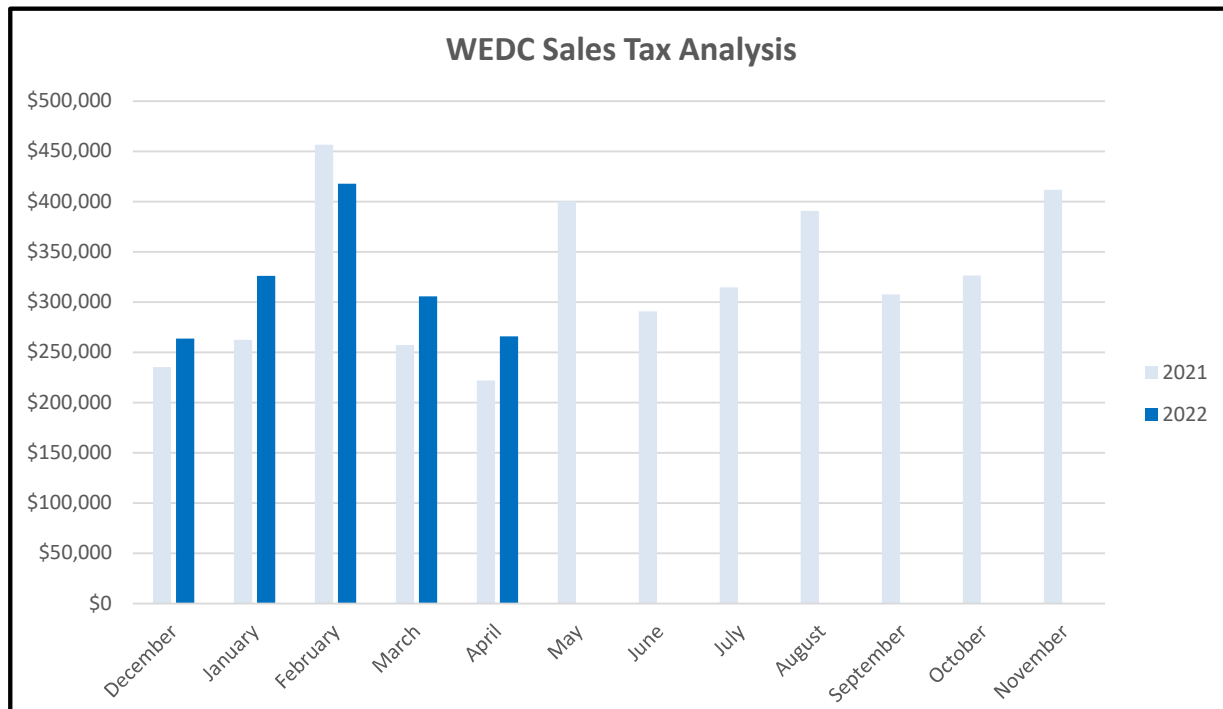
## Wylie Economic Development Corporation

## SALES TAX REPORT

April 30, 2022

## BUDGETED YEAR

MONTH	FY 2019	FY 2020	FY 2021	FY 2022	DIFF 21 vs. 22	% DIFF 21 vs. 22
DECEMBER	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 263,577.66	\$ 28,196.33	11.98%
JANUARY	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 326,207.92	\$ 63,944.40	24.38%
FEBRUARY	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 417,896.79	\$ (38,674.56)	-8.47%
MARCH	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 305,605.50	\$ 48,417.59	18.83%
APRIL	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 265,773.80	\$ 43,892.25	19.78%
MAY	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ -	\$ -	0.00%
JUNE	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ -	\$ -	0.00%
JULY	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ -	\$ -	0.00%
AUGUST	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ -	\$ -	0.00%
SEPTEMBER	\$ 243,048.40	\$ 259,257.89	\$ 307,681.15	\$ -	\$ -	0.00%
OCTOBER	\$ 224,875.38	\$ 249,357.02	\$ 326,382.38	\$ -	\$ -	0.00%
NOVEMBER	\$ 308,324.41	\$ 384,953.89	\$ 411,813.32	\$ -	\$ -	0.00%
<b>Sub-Total</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 3,875,470.98</b>	<b>\$ 1,579,061.68</b>	<b>\$ 145,776.02</b>	13.30%
<b>Total</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 3,875,470.98</b>	<b>\$ 1,579,061.68</b>	<b>\$ 145,776.02</b>	13.30%



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.  
 Example: April SlsTx Revenue is actually February SlsTx and is therefore the 5th allocation in FY22.



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 100-5155-58810  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the approval of the purchase of Audio-Visual Equipment and Installation from Lantek Audio Video & Communications LLC in the estimated amount of \$135,887.51 through a cooperative purchasing contract with The Interlocal Purchasing System (TIPS), and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve Item as presented.

### Discussion

The current Wylie Council Chamber technology was originally installed in 2011 as part of the new construction. Staff is unable to support the existing system due to the lack of replacement parts and cannot integrate new technology due to compatibility which impacts use with new tablets and laptops. Staff recommended overhauling the entire system in the Council Chambers and the Executive Conference Room to bring it up to present day technology standards and enable a more streamlined process for meetings that occur in the Council Chambers and Executive Conference Room.

Staff contacted three (3) firms through cooperative contracts, conducted a site walk-through, and requested proposals. After reviewing all three (3) proposals, staff determined that Lantek provided the most complete solution for the best price. Staff recommends the purchase of audio-visual equipment, materials, and installation from Lantek Audio Video & Communications LLC in the estimated amount of \$135,887.51 through a cooperative contract with TIPS 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.

### Financial Summary/Strategic Goals

Budget: \$150,000.00  
 Project: \$135,887.57



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: City Secretary

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

### Subject

Consider, and act upon, Resolution No. 2022-18(R), suspending the June 17, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel for the Steering Committee.

### Recommendation

Motion to approve Item as presented.

### Discussion

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The Resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

The City of Wylie is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

**Explanation of "Be It Resolved" Paragraphs:**

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

**RESOLUTION NO. 2022-18(R)**

**A RESOLUTION OF THE CITY OF WYLIE SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.**

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Wylie a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Wylie is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.
2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.
3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.
4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.



5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

**DULY PASSED AND APPROVED**, by the City Council of the City of Wylie, Texas on this 31st day of May 2022.

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Mayor Matthew Porter

ATTEST:

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Stephanie Storm, City Secretary



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: City Secretary

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

### Subject

Interview applicants for Board of Review vacancies for a term to begin July 1, 2022 and end June 30, 2024.

### Recommendation

No action taken.

### Discussion

Per Ordinance No. 2022-01, prospective Board of Review applicants will be interviewed by the entire City Council.

#### Applicants:

James Byrne (unconfirmed)  
 Jack Craig (unconfirmed)  
 Gerald Dyson  
 Joseph Murdock (unconfirmed)  
 Taniki Small  
 Derek Trent  
 Thomas Volmer

## Board of Review Application

### Personal Information

**First Name \***

James

**Last Name \***

Byrne

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

6

**Months \***

5

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

### Employment Information

**Occupation**

Law Enforcement

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

### Board/Commission Service

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

☒ Yes ☐ No

**Board/commission currently serving on \***

Planning and Zoning Commission

**Length of service on board/commission \***

3 months

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

To protect and serve my adopted city.

## Board of Review Application

### Personal Information

**First Name \***

Jack

**Last Name \***

Craig

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

4

**Months \***

2

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

### Employment Information

**Occupation**

General manager

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

### Board/Commission Service

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

☐ Yes ☒ No

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

I am passionate about the well-being and family centered growth of Wylie.

# Board of Ethics Application

## Personal Information

Please provide full legal name.

**First Name \***

Gerald

**Last Name \***

Dyson

## Residency

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

**Are you a Wylie resident? \***

☒ Yes ☐ No

How long have you been a Wylie resident?

**Years \***

2

**Months \***

9

## Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

## Employment Information

**Occupation**

Business Owner, Holistic Health Practitioner, Nutritionist

If applicable, please list any work experience that may be beneficial to the board you are applying for.

## Board/Commission Service

**Do you currently serve on a board/commission? \***

☐ Yes ☒ No

**Please indicate briefly why you would like to serve as a Board of Ethics member: \***

As a Christian business owner for over 12 years, it is on a daily basis that we must realign our own interests with those of the greater community and those we serve. I will be honored to contribute the utmost guidance and direction when it comes to our City of Wylie doing exactly that.

## Acknowledgment & Signature

**Signature \***

GW DYSON

**Date \***

11/20/2021

## Board of Review Application

### Personal Information

**First Name \***

Joseph

**Last Name \***

Murdock

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

19

**Months \***

3

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Rockwall

### Employment Information

**Occupation**

Technical Theatre Director / Teacher

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

City of Garland Technical Director

Garland Summer musicals Master Carpenter and Technical Director

Garland ISD technical Director

Freelance Lighting, Set and, Sound Designer

### Board/Commission Service

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

☐ Yes ☒ No

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

I want to have a positive impact on my community. I love to serve and would love to serve my community. Wylie is a great place to live and I want to make it the best it can be for all residents.

## Board of Review Application

### Personal Information

**First Name \***

Taniki

**Last Name \***

Small

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

4

**Months \***

2

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

### Employment Information

**Occupation**

Manager

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

I have managed medium to large projects. I am also a US Army veteran.

### Board/Commission Service

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

☐ Yes ☒ No

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

It is time for me to give back to my community and serve in whatever capacity is needed.

## Board of Review Application

### Personal Information

**First Name \***

Derek

**Last Name \***

Trent

### Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

2

**Months \***

2

### Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

### Employment Information

**Occupation**

Software Engineer

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

### Board/Commission Service

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

☐ Yes ☒ No

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

I would like to help the city of Wylie determine resolutions for problems in the community and necessary changes. Getting involved and contributing to my community would give me a great sense of purpose and I believe I can balance being logical and empathetic in my decision making.



# Board of Review Application

## Personal Information

**First Name \***

Thomas

**Last Name \***

Volmer

## Residency

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

**Wylie resident \***

☒ Yes ☐ No

**Length of Residency**

**Years \***

5

**Months \***

0

## Voter Status

**Registered Voter \***

☒ Yes ☐ No

**Voter Registration County \***

Collin

## Employment Information

**Occupation**

IT Executive / Commercial Construction Industry

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

I've held a variety of leadership roles from Director of IT to CIO. I have experience in the Hospitality, Entertainment, Oil & Gas and for the last 10 years in Commercial Construction.

## Board/Commission Service

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

☐ Yes ☒ No

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

Economic Development

## ORDINANCE NO. 2022-01

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

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

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

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

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

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

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

### **Section 2.      Policy**

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

### **Section 3.      Definitions**

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

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

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

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

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

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

*Official Action* means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(E) Conflicts of Interest**

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

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

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

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

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

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

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

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

**Section 8. Board of Review**

**(A) Creation and appointment**

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

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

**(B) Qualifications**

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

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

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

**(D) Training / Removal**

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

**(E) Consultation with City Attorney**

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

**(F) Reviewing Attorney**

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

**(G) Complaint Process**

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



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



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

## (7) City Council Review / Hearing

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

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

**(H) Findings / Consequences**

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

**Section 9. Other Obligations**

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

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

**Section 10. Effective Date**

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

**Section 11. Distribution and Training**

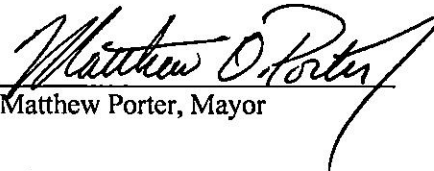
- (A) Every person shall be provided reasonable opportunity to review this Code as a condition of their candidacy and/or application to be a City Official. At the time of application for a position of City Official, every applicant shall be furnished with a copy of this Code.
- (B) Individuals seated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

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

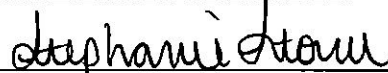
## Section 12. Severability

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

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

  
Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

  
Stephanie Storm



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



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

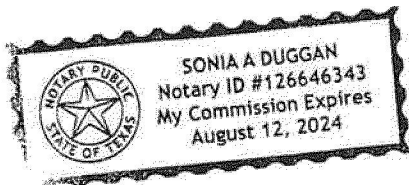
STATE OF TEXAS  
COUNTY OF COLLIN

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

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

Chad Engbrock, Publisher

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



Notary Public in and for  
The State of Texas

My commission expires 08/12/2024.

**Ordinance  
No. 2021-55**

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

38-1t-86li

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

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



# Wylie City Council

## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

Account Code: See Exhibit A

### Subject

Consider, and act upon, Ordinance No. 2022-43 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Item as presented.

### Discussion

The Taste of Wylie proceeds total \$6,832.71. The City of Wylie would like to donate this amount to the local food pantries.

### Financial Summary/Strategic Goals

This is a budget neutral amendment.

## **ORDINANCE NO. 2022-43**

### **AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-43, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2021-2022; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2021-43 setting forth the Budget for Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022; and,

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2021-2022 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-43, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

**SECTION II:** All portions of the existing FY 2021-2022 Budget and Ordinance No. 2021-43, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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



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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 31<sup>st</sup> day of May, 2022.

---

Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

**Budget Amendment**  
**Taste of Wylie Proceeds Donation**

**Exhibit A**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
100	4000	48410	Miscellaneous Income		6,832.71
100	5181	56040	Special Services	6,832.71	
				<u>6,832.71</u>	<u>6,832.71</u>



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 447-5447-58570  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the first modification to PSPO #W2019-8-E for FM 544 (Stone Road) Phase 3 Improvements from North of Alfred Drive to Vinson Road to Freese & Nichols, Inc. in the amount of \$146,240.00 and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve Item as presented.

### Discussion

The Wylie City Council awarded PSPO #W2019-8-E on October 18, 2018 to Freese & Nichols Inc. for the design of FM 544 (Stone Road Phase 3) from the existing concrete pavement north of Alfred Drive to Vinson Road. The project included paving reconstruction, storm drainage upgrades and cross culverts, intersection turn lanes, a roundabout at the southern terminus, and amenities potentially including sidewalks, landscape and irrigation only in the roundabout, water and wastewater main adjustments and/or lowerings, and conduits for future street lighting. The project also included geotechnical investigation and analysis, environmental investigation and permitting, topographical and boundary survey including preparation of parcel descriptions for ROW acquisition, subsurface utility engineering, TDLR accessibility registration/plan review/inspection, roundabout evaluation and layout, and bid/construction phase services. Collin County is co-funding 50 percent of the projected project maximum cost of \$10,042,500.00 through an interlocal agreement signed October 15, 2008 (Court Order No. 2008-862-10-14).

Based on current traffic volumes, staff is requesting approval for an expanded scope of work to include the design of a signal at the FM 544 and Alanis Drive intersection. In addition, staff is requesting right-of-way acquisition services (in lieu of reaching out to a third party for a separate contract) to include appraisal services, ROW agent services, and obtaining right-of-entry permission. It is anticipated that the design plans will be completed in Fall 2022 and construction will begin in early 2023.

Staff recommends approval of the first modification to PSPO #W2019-8-E for traffic signal design and ROW services in the estimated amount of \$146,240.00, as providing the best overall value to the City.

### Financial Summary/Strategic Goals

PSPO #W2019-8-E Total: \$1,137,740.00



## **CITY COUNCIL AGENDA SUMMARY**

### **PROFESSIONAL SERVICES PROJECT ORDER (PSPO) BETWEEN THE CITY OF WYLIE and FREESE & NICHOLS, INC.**

**FM 544 (Stone Road Phase 3) from north of Alfred Drive to Vinson Road**

**#W2019-8-E**

**Modification No. 1**

#### **Project History:**

Freese & Nichols Inc. was awarded a PSPO for the design of FM 544 (Stone Road Phase 3) from the existing concrete pavement north of Alfred Drive to Vinson Road on 10/18/2018. The project included paving reconstruction, storm drainage upgrades and cross culverts, intersection turn lanes, a roundabout at the southern terminus, and amenities potentially including sidewalks, landscape and irrigation only in the roundabout, water and wastewater main adjustments and/or lowerings, and conduits for future street lighting. The project also included geotechnical investigation and analysis, environmental investigation and permitting, topographical and boundary survey including preparation of parcel descriptions for ROW acquisition, subsurface utility engineering, TDLR accessibility registration/plan review/inspection, roundabout evaluation and layout, and bid/construction phase services. Collin County is co-funding 50% of the projected project maximum cost of \$10,042,500.00 through an interlocal agreement signed 10/15/2008 (Court Order No. 2008-862-10-14).

#### **Modification No. 1 to this PSPO will add the following services:**

- ROW Acquisition Management & Meetings – coordination with land agent and appraiser, including project meetings related to ROW acquisition services.
- Appraisal Services - for up to 10 parcels, conduct pre-appraisal contacts with property owners, provide appraisal reports and obtain final approvals from the City.
- Right of Entry Services – for up to 3 parcels and coordinating with Homeowner Associations
- Title & Negotiation Services – providing right of way title and negotiation services
- Traffic Signal Design – intersection of FM 544 and Alanis Drive
- Design Management Services
- Preliminary Design – draft design documents and opinion of probable construction costs
- Final Design – final design plans and specifications; assist during bid process
- Construction – assist with contractor questions, plan revisions (if required), change orders, and payment processing.

## ORDINANCE NO. 2022-44

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED; APPENDIX A (WYLIE COMPREHENSIVE FEE SCHEDULE), SECTION IX (PARKS AND RECREATION), SUBSECTIONS A THROUGH H; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has adopted a Comprehensive Fee Schedule (“Comprehensive Fee Schedule”) for the City of Wylie, Texas (“Wylie”), which is codified in Appendix A to the Wylie Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”); and

WHEREAS, the City has reviewed the following provisions of the Comprehensive Fee Schedule as provided herein: Section IX (Parks and recreation), Subsection A through Subsection H; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Wylie to amend Appendix A of the City’s Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”), as set forth below.

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

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

**SECTION 2: Amendment to Appendix A (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.** Appendix A (Comprehensive Fee Schedule) of the Code of Ordinances is hereby amended as follows:

“IX. Parks and recreation.

### ***A. Recreation Division Fees***

The city manager or designee shall have the authority to establish and/or amend fees related to the Recreation Division’s programs, classes, memberships, rentals, concessions, merchandise, and all other related services available through Wylie Parks and Recreation.

1. *City Manager Authority:* The city manager or designee shall submit a proposed schedule of membership and rental fees to the city council for input and approval as part of the city’s annual budget process. The city council may require the fees to be adjusted at any time. Such fees are charged to help offset maintenance and operational costs associated with recreation offerings. The city manager or designee may evaluate fees from time to time and revise them as necessary to reflect changes in costs and/or competition and to conform to the budget requirements adopted by the city council.

2. *Director Authority:* The director is authorized to add programs and classes, adjust the minimum and maximum participation requirements, and omit programs as necessary to meet the needs of the community and maintain appropriate cost recovery. The director is authorized to establish fees for such programs based on a combination of the amounts charged by contracted service providers, the maintenance and use costs of facilities and equipment, the costs associated with offering and administering the programs, and the budget requirements adopted by the city council.

The director is granted discretion to reduce or eliminate fees for events or activities that further the city's mission including, without limitation, those events or activities that are highly attended by Wylie residents or which promote tourism and enhance the quality of life. City support of such events or activities will be addressed during the city's budget process.

***B. Pavilion Rental (excluding neighborhood parks).***

Wylie Non-Profit Groups: \$5.00 per hour (not to exceed \$20.00 per day).

Residents, per hour: \$10.00.

Non-residents, per hour: \$25.00.

***C. Athletic Field Reservation Fees.***

Per person, per sport season, 18 and under: \$5.00.

Per person, per sport season, 19 and older: \$10.00.

Athletic field light, per hour/per field: \$18.00.

Tournament or single use—per field reservation: \$10.00 per hour plus lights.

Light key deposit: \$100.00.

Late payment fee (athletic fields): Amount owed plus 10%.

***D. Park Land Dedication Fees (land dedication—minimum five acres and five acres per 100 lots).***

Five or more lots per acre, per lot: \$1,500.00.

Three or four lots per acre, per lot: \$2,000.00.

One or two lots per acre, per lot: \$3,000.00.

Apartment units, per unit: \$800.00.”

**SECTION 3: Penalty.** Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the

Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 4: Savings/Repealing.** All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 5: Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 6: Effective Date.** This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 31st day of May, 2022.

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

**ATTESTED AND  
CORRECTLY RECORDED:**

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

*DATE OF PUBLICATION:* June 8, 2022, *in* The Wylie News

## IX. Parks and recreation.

- A. *Definitions.* As used in this Section IX (Parks and Recreation), the following terms shall have the meanings set forth below:

*Adult* shall mean any person aged 18—54 years. Proof of adulthood is required in the form of a valid driver's license or government-issued identification card.

*Brown House* shall mean that historical structure located at 301 N. Ballard Ave., Wylie, Texas 75098.

*Household Pass* shall mean a pass granted to up to six members of the same household (residing at the same address) for entry to the Wylie Recreation Center.

*Non-Resident* shall mean any person who resides outside of the City of Wylie city limits and does not pay City of Wylie property taxes.

*Resident* shall mean any person who resides in the City of Wylie city limits. Proof of residency is required in the form of a current City of Wylie utility bill or tax statement and a valid driver's license or government-issued identification card.

*Senior* shall mean any person aged 55 years or older. Proof of senior status is required in the form of a valid driver's license or government-issued identification card.

*Wylie Non-Profit Group* shall mean a qualified non-profit group that provides a benefit and/or service in the City of Wylie. The city requires written proof of non-profit or 501(c)(3) status.

*Youth* shall mean any person aged 7—17 years or older. Youth must be accompanied by a parent or legal guardian or must provide a completed Youth Individual Recreation Pass form (to be supplied). A parent or legal guardian must present a valid driver's license or government-issued identification card.

- B. *City Manager Authority.* The city manager or his or her designee shall have the authority to establish and/or amend fees related to the programs, classes and related services available through Wylie Parks and Recreation.

- C. *Pavilion Rental (excluding neighborhood parks).*

Wylie Non-Profit Groups: \$5.00 per hour (not to exceed \$20.00 per day).

Residents, per hour: \$10.00.

Non-residents, per hour: \$25.00.

- D. *Athletic Field Reservation Fees.*

Per person, per sport season, 18 and under: \$5.00.

Per person, per sport season, 19 and older: \$10.00.

Athletic field light, per hour/per field: \$18.00.

Tournament or single use—per field reservation: \$10.00 per hour plus lights.

Light key deposit: \$100.00.

Late payment fee (athletic fields): Amount owed plus 10%.

- E. *Reserved.*

- F. *Park Land Dedication Fees (land dedication—minimum five acres and five acres per 100 lots).*

Five or more lots per acre, per lot: \$1,500.00.



Three or four lots per acre, per lot: \$2,000.00.

One or two lots per acre, per lot: \$3,000.00.

Apartment units, per unit: \$800.00.

G. *Wylie Recreation Center Fees.*

Pass Fees	Residents	Non-residents
Adult Annual Pass Fee	\$175.00	\$225.00
Youth Annual Pass Fee	\$105.00	\$135.00
Senior Annual Pass Fee	\$105.00	\$135.00
Household Annual Pass Fee (up to 6 pass holders)	\$325.00	\$405.00
Adult 1 Month (Auto Renew eligible)	\$22.00	\$27.00
Youth 1 Month (Auto Renew eligible)	\$10.00	\$14.00
Senior 1 Month (Auto Renew eligible)	\$10.00	\$14.00
Household 1 Month (Auto Renew eligible)	\$40.00	\$50.00
Adult Daily Pass	\$8.00	\$8.00
Youth Daily Pass	\$5.00	\$5.00
Senior Daily Pass	\$5.00	\$5.00
I.D. Card Replacement (per card)	\$5.00	\$5.00
Facility Fees		
Aerobics Room/hour	\$35.00	\$45.00
Classroom/hour	\$30.00	\$40.00
Climbing Wall/hour	\$55.00	\$65.00
Meeting Room (per section)/hour	\$45.00	\$55.00
Kitchen/hour	\$35.00	\$45.00
Gym (½ section)/hour	\$55.00	\$65.00
Gym (full section)/hour	\$105.00	\$135.00
Meeting Room (all sections/4 hour minimum)/hour	\$81.25	\$63.75
Meeting Room (all sections of gym and meeting rooms)/4 hour minimum-\$125.00 per hour after 4 hours	\$495.00	\$645.00
Cancellation Fee	\$50.00	\$50.00
Deposits	\$100.00	\$100.00
Wylie Non-Profit Groups	Regular Rates	Regular Rates

The rate for a recreation pass (not including facility rentals) for use of the Wylie Recreation Center by City employees is free. Family members of city employees may receive a 25 percent discount on their pass fee to the Wylie Recreation Center, based on resident rates.

H. *Brown House Deposit/Fees.*

Type of Rental	Deposit	Hourly Rate	Minimum	Cancellation Fee (within 14 days of rental date)
Resident: Mon—Thu	\$300.00	\$100.00	2 hrs.	\$150.00
Resident: Fri—Sun	\$300.00	\$125.00	4 hrs.	\$150.00

Non-resident: Mon—Thu	\$300.00	\$125.00	2 hrs.	\$150.00
Non-resident: Fri—Sun	\$300.00	\$150.00	4 hrs.	\$150.00
Photo- graphy session (outdoor/indoor)	\$0.00	\$50.00	Per hour	\$0.00
Non-profit: Mon—Thu only	\$100.00	\$50.00	2 hrs.	\$50.00
Wylie High School Senior Tea: Mon—Thu only	\$0.00	\$0.00	N/A	\$0.00

(Ord. No. 2010-08, § 2(exh. A), 6-8-2010; Ord. No. 2015-27, § 2, 8-25-2015; Ord. No. 2015-38, § 2, 11-10-2015; Ord. No. 2016-10, § 2, 5-24-2016; Ord. No. 2017-10, § 2, 3-14-2017)



# Wylie City Council

## AGENDA REPORT

This

**Department:** Finance **Account Code:** See Exhibit A  
**Prepared By:** Melissa Beard

### Subject

Consider, and act upon, Ordinance No. 2022-45 amending Ordinance No. 2021-43, which established the budget for fiscal year 2021-2022; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Item as presented.

### Discussion

The amount of \$538,629.80 was seized in accordance with Chapter 59 of the Code of Criminal Procedures. After a plea agreement, we agreed to return \$23,710.25 to the defendant leaving \$514,919.55 to be deposited into Wylie Police Department's State Seizure account. According to the asset forfeiture agreement between the Wylie Police Department and the Collin County District Attorney's Office, we are required to pay them 20% after court costs are subtracted. The court costs are \$1,490.00 to the Collin County District Clerk and the District Attorney fees are \$102,685.92. These fees are to be paid out of the \$514,919.55 leaving a net increase in the seizure account of \$410,743.63.

### Financial Summary/Strategic Goals

The state seized funds account will increase by a net of \$410,743.63. This amount becomes part of the Assigned General Fund Fund Balance because it is only available to spend on specific law enforcement items. The Unassigned General Fund Fund Balance is not changed by this amendment.

## **ORDINANCE NO. 2022-45**

### **AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2021-43, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2021-2022; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2021-43 setting forth the Budget for Fiscal Year 2021-2022 beginning October 1, 2021, and ending September 30, 2022; and,

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2021-2022 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2021-2022 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2022-45, are completely adopted and approved as amendments to the said FY 2021-2022 Budget.

**SECTION II:** All portions of the existing FY 2021-2022 Budget and Ordinance No. 2021-43, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 31st day of May, 2022.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

**Budget Amendment**  
**Police - State Seized Funds**

**Exhibit A**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>
100	4000	43570	Police Seized Funds		538,630.00
100	5211	56040	Special Services	127,900.00	
				<u>127,900.00</u>	<u>538,630.00</u>



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Renae' Ollie

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

### Subject

Consider, and act upon, Ordinance No. 2022-46, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, amending Chapter 58 (Historical Preservation), Article I (General) and Article II (Landmarks).

### Recommendation

Motion to recommend approval as presented, and to designate the Historical Review Commission as the entity with exclusive authority to approve the designations of properties as local historic landmarks and the inclusion of properties in a local historic district.

### Discussion

The Historic Review Commission held a series of work sessions to discuss proposed updates to Chapter 58 Landmarks of the Code of Ordinances to consider enhancing the current Landmarks section. The subject section was last amended in 1990. The attached draft is presented as recommended by the HRC at its March 24, 2022 meeting.

Summary of amendments include:

- Creating definitions as well as changes to bring the ordinance more in line with established goals of the HRC
- Removed wording regarding perpetual monthly basis and replaced with a purpose statement
- Established criteria to set landmark designations
- Established a section to outline an ordinary maintenance clause
- Alternative parking and loading for properties with landmark designations

The purpose of designating a local historic landmark is to bring attention to the general public of places of importance and protect the historic resource from inappropriate changes or demolition. In addition, such landmarks will help reinforce the city's mission statement of "*Honoring our past; Embracing our present; Planning our future.*"

Guidance for landmark designation shall be in accordance with Local Government Code Chapter 211, whereby section 211.0165 outlines the necessary steps and grants authority to the municipality. Before a structure or land can be designated as a local historic landmark, the property owner must consent. If the property owner does not consent, approval by at least a three-fourths majority vote of the City Council and Planning and Zoning Commission, or HRC is required. (Sec. 58-22)

In accordance with LGC Ch. 211.0165(a-1) when a property owner does not consent, the municipality shall designate the Planning and Zoning Commission or the Historical Review Commission as the entity with exclusive authority to approve the designations of properties as local historic landmarks and the inclusion of properties in a local historic district. The exclusive authority to the Commission is granted only when a property owner does not consent to their property being designated as a local landmark.

**Responsibility of the City:**

The municipality must provide the property owner a statement that describes the impact that a historic designation of the owner's property may have on the owner and the owner's property. Consideration of incentives or tax abatement on City portion of taxes for properties with a designated landmark.

**Responsibility of the property owners:**

All property owners with a designated landmark have the responsibility as any property owner within the City to maintain their property to minimum standards, which include the structural soundness of the building, deteriorated roofing or siding materials, broken windows, maintaining porches and balconies, and keeping the yard free of debris.

Approval from the HRC and City Council is required prior to any exterior work beginning on a property with a designated landmark.

**Financial Summary/Strategic Goals**

Ties in with the City's mission statement: Honoring our past; Embracing our present; Planning our Future.



## ORDINANCE NO. 2022-46

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, AMENDING CHAPTER 58 (HISTORICAL PRESERVATION), ARTICLE I (GENERAL) AND ARTICLE II (LANDMARKS); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR A SAVINGS AND REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Council has adopted “*Honoring our past; Embracing our present; Planning our future*” as the City’s mission statement; and

**WHEREAS**, cultural and historic resources enhance the quality of life for individuals living in, working in, and visiting the City of Wylie; and

**WHEREAS**, designating a local historic landmark is to bring attention to the general public of places of importance and protect the historic resource from inappropriate changes or demolition; and

**WHEREAS**, Chapter 211, Section 211.0165 of the Texas Local Government Code outlines the necessary steps and grants authority to the municipality to designate Historic Landmarks or Districts; and

**WHEREAS**, the City Council finds that it is in the best interest of the citizens of Wylie to amend Chapter 58 (Historical Preservation), Article I (General) and Article II (Landmarks) of the City’s Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”), as set forth below, to promote public health, safety and welfare to promote cultural, or architectural importance and significance.

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

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

**SECTION 2: That Chapter 58 of the Code of Ordinances, City of Wylie, Texas,** is hereby amended as follows:

### **“CHAPTER 58 – HISTORICAL PRESERVATION**

#### **ARTICLE I. - IN GENERAL**

**Secs. 58-1 - 58.19. - Reserved**

#### **ARTICLE II. - LANDMARKS**

**Sec. 58-20. - Definitions.**

**Accessory Structure** means structures which are incidental to, and located on the same lot as a principle building(s) including but not limited to, gazebos, garages, sheds, greenhouses, etc.

**Building** means a structure for the support or shelter of any use or occupancy.

**Certificate of Appropriateness (COA)** means a permit issued by the historic review commission and the city council granting an applicant approval for the alteration, change, demolition, relocation, excavation, or new construction of contributing site, contributing structure, or landmark for work proposed by an owner or applicant that is subject to this article.

**Contributing Structure** means a building, site, structure, or object that adds to the historic character, or cultural values and possesses historic integrity of the district or area, and because it was constructed during the period of significance, typically at least 50 years old.

**Demolition** means an act or process (notwithstanding acts of God, criminal activity, etc.) which destroys a site or structure in its entirety, or which destroys a part of a site or structure and permanently impairs its structural, historic, or architectural integrity.

**Demolition by Neglect** means allowing a structure, whether intentional or unintentional, to fall into such a state of disrepair that it becomes necessary or desirable to demolish it.

**Demolition Delay** means suspension by the City of Wylie of an application for removal or demolition of a structure.

**Design Standards** means guidelines adopted by the city council defining the requirements that will preserve the historic and architectural character of a structure or a historic district.

**Downtown Historic District (DTH)** means an area as described in Section 6.3 Downtown Historic District (DTH) B. District Boundaries of the city's Zoning Ordinance. The historic district may have within its boundaries contributing, and non-contributing structures.

**Historic Review Commission (HRC)** means the historic review commission of the City of Wylie.

**Historic Landmark (HL)** means a structure, a group of structures, a site, an area, a district, or combination thereof, that has received designation from the Wylie City Council on its own and not as part of the Downtown Historic district. It may or may not also be located within the Downtown Historic district as part of a separate designation.

**Historic Preservation** means the protection, rehabilitation, restoration, or reconstruction of historically significant structures in an effort to preserve the historic character of Wylie.

**Heritage Preservation Plan or Preservation Plan** means a document created by the historic review commission to provide a current inventory of heritage resources, a list of potential heritage resources, and to make policy recommendations to guide heritage preservation activities for the city of Wylie.

**Heritage Resource** means a property or properties designated by the city council as a Historic Landmark (HL) or Downtown Historic district (DTH).

**Maintenance** means any work for which the purpose and effect of which is to correct or protect with

least degree of intervention any deterioration or decay of or damage to a structure or property, or any part thereof, and to repair or replace the same, as nearly as may be practicable, to avoid any further deterioration, decay, or damage, using the same materials or those materials available which are as close as practicable to the original and all of which must comply with applicable codes and ordinances. Maintenance does not include a change in design, material, or outward appearance, but does include in-kind repairs or replacements.

**Minor in-kind repairs or replacements** means small-scale repairs or replacements to correct minor problems or damage to the exterior of a structure or building, not including a change in design, material, or outward appearance. Examples that satisfy this definition include, but are not limited to touch up painting, spot replacement of shingles, replacement of a windowpane, caulking, and securing loose boards.

**National Historic Landmark** means a nationally significant historic place designated by the Secretary of the Interior for its exceptional value or quality in illustrating or interpreting the heritage of the United States.

**National Register of Historic Places** means the nation's official list of buildings, districts, and sites, including structures and objects, significant in American history and culture, architecture, archeology, and engineering maintained by the National Park Service and administered on a state-wide basis by the Texas Historical Commission.

**Non-contributing structure** means a structure within a heritage district that was substantially constructed after the district's period of significance and is not an integral part of the historic, archaeological and architectural fabric of the district or the city, or was substantially constructed within the district's period of significance and does not retain a significant portion of its architectural or design integrity.

**Potential heritage resource** means a property listed in the preservation plan that, according to preliminary research, may have historical, cultural, archeological or architectural importance, either as an individual property or as part of a larger district. A potential heritage resource has not received designation, but has the potential to become designated with further historic research, restoration, or property owner interest.

**Preservation** means the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

**Reasonable rate of return** means a reasonable profit or capital appreciation, which may accrue from the use or ownership of a structure or property as the result of an investment or labor.

**Reconstruction** means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

**Recorded Texas Historical Landmark** means a state designation for buildings important for their historical associations and which have retained a high degree of their original historic fabric, at least fifty (50) years of age, and retained their original exterior appearance.

**Rehabilitation** means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

**Relocation** means any change of the location of a structure, object, or material thing in its present setting to another setting.

**Restoration** means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

**Secretary of the Interior's Standards for Rehabilitation** means the standards established by the Secretary of the Interior for advising federal agencies on the preservation and rehabilitation of historic properties listed or eligible for listing on the National Register of Historic Places.

**State Antiquities Landmark** means a designation made by the Texas Historical Commission and, in the case of privately-owned property, with the landowner's permission. This designation can include buildings as well as archeological sites. For a building to be designated as a state archeological landmark, it must first be listed on the National Register of Historic Places.

#### **Sec. 58-21. - Landmark Designation Purpose.**

In accordance with Section 11 of Ordinance No. 2013-17, and Local Government Code Chapter 211, Section 211.0165 Designation of Historic Landmark, as amended, the municipality shall have the authority to recommend historic landmarks that have local importance. Designating local historic landmarks as Places of Importance brings attention to the general public and protects the historic resource from inappropriate changes or demolition. Such places of importance may be edifices or locations which are distinctive and important elements of the city's cultural, social, economic, political, archeological and architectural history.

#### **Sec. 58-22. - City council to designate.**

Designation of city landmarks will be made by the City Council. Designations may be initiated by a property owner, the Wylie Historical Society of the city, the City Council, or the Planning and Zoning Commission, the Historic Review Commission, or city staff. If the property owner does not consent, the designation or inclusion of the owner's property must be approved by a three-fourths vote of the

City Council, and the Historic Review Commission.

**Sec. 58-23. Criteria and Markers.**

1. Criteria. In making such designations as set forth in this article, the City Council and the Historic Review Commission shall consider one or more of the following criteria:
  - a. Character, interest or value as part of the development, heritage or cultural characteristics of the City of Wylie, State of Texas, or the United States;
  - b. Identification with a person or persons who significantly contributed to the culture and development of the City;
  - c. Location as the site of a significant historic event;
  - d. Exemplification of the cultural, economic, social or historical heritage of the City;
  - e. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on historical, cultural or architectural motif;
  - f. Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the City;
  - g. Value as an aspect of community sentiment or public pride.
  - h. Detailed recommendation from the Historic Preservation Commission.
2. Markers. Designated landmarks will be awarded markers based on the category of selection.
  - a. Historical edifices and similarly small sites shall be designated with a marker detailing the historical significance of the edifice or site.
  - b. Historical zones, areas and residential neighborhoods shall, where possible in cooperation with the parks and recreation department, be provided with a conspicuous and attractive landscaped area with a marker detailing the historical significance of the zone, area or residential neighborhood.
3. Revocation of Local Historical Landmarks.
  - a. Loss of integrity (through alteration, addition, or designation) is the most common reason for the withdrawal of Landmark Designation. The City Council shall have the power to revoke any Local Historical landmark (LHL) for the violation of any criteria set forth by this ordinance.

The following criteria shall justify the withdrawal of a Local Historical Landmark designation:

- (1) The property has ceased to meet criteria for designation; the qualities for which it was originally designated have been lost or destroyed.
- (2) Additional information forthcoming after the designation demonstrates that the property does not possess sufficient significance to be a Local Historic Landmark.
- (3) A professional error was made in the designation of the property.

Revocation of a Local Historical Landmark designation requires:

- (1) A public hearing where the HRC and City Council shall determine the nature and extent of the violation of the designation;
- (2) Proper notice to the designee;
- (3) Written notice from the HRC, which shall give the designee the reasons for the proposed revocation of the designation; and
- (4) A finding by the Council that reasonable corrective measures have not been done by

the designee and that revocation of the designation is required.

**Sec. 58-24. City to take into account all landmarks when making improvements.**

The City Council, when considering normal city improvements such as lighting, pavement or landscaping, shall, where designated historic landmarks exist, make every effort to ensure that such improvements are in keeping with and enhance the appearance of the landmark edifice or site.

**Sec. 58-25. Ordinary Maintenance.** Nothing in this ordinance should be construed to prevent ordinary maintenance or repair of any exterior architectural feature of a property designated as a landmark or within a historic overlay district. Ordinary maintenance shall be defined as any work that does not constitute a change in design, material, color from a historic palette or outward appearance, and include in-kind replacement or repair.

**Sec. 58-26. Off-Street Parking and Loading.**

Due to the development nature of property with a Historic Landmark Designation, it is recognized that conventional off-street parking, loading, and development standards required by Section 6.3 of the comprehensive zoning ordinance for individual lots may be difficult to provide. Any uses proposed with a Historic Landmark Designation may present a plan for parking to the Historic Review Commission and or the Planning and Zoning Commission. Upon review, the required Commission may determine different amounts and methods in establishing off-street parking.”

**SECTION 3: Savings/Repealing Clause.** All provisions of the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

**SECTION 5: Effective Date.** This Ordinance shall become effective immediately upon its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 31st day of May, 2022.

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

**ATTEST:**

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

## ARTICLE I. - IN GENERAL

**Secs. 58-1 - 58.19. - Reserved**

## ARTICLE II. - LANDMARKS

### **Sec. 58-20. - Definitions.**

**Accessory Structure** means structures which are incidental to, and located on the same lot as a principle building(s) including but not limited to, gazebos, garages, sheds, greenhouses, etc.

**Building** means a structure for the support or shelter of any use or occupancy.

**Certificate Of Appropriateness (COA)** means a permit issued by the historic review commission and the city council granting an applicant approval for the alteration, change, demolition, relocation, excavation, or new construction of contributing site, contributing structure, or landmark for work proposed by an owner or applicant that is subject to this article.

**Contributing Structure** means a building, site, structure, or object that adds to the historic character, or cultural values and possesses historic integrity of the district or area, and because it was constructed during the period of significance, typically at least 50 years old.

**Demolition** means an act or process (notwithstanding acts of God, criminal activity, etc.) which destroys a site or structure in its entirety, or which destroys a part of a site or structure and permanently impairs its structural, historic, or architectural integrity.

**Demolition by Neglect** means allowing a structure, whether intentional or unintentional, to fall into such a state of disrepair that it becomes necessary or desirable to demolish it.

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**Historic Landmark (HL)** means a structure, a group of structures, a site, an area, a district, or combination thereof, that has received designation from the Wylie City Council on its own and not as part of the Downtown Historic district. It may or may not also be located within the Downtown Historic district as part of a separate designation.

**Historic Preservation** means the protection, rehabilitation, restoration, or reconstruction of historically significant structures in an effort to preserve the historic character of Wylie.

**Heritage Preservation Plan or Preservation Plan** means a document created by the historic review commission to provide a current inventory of heritage resources, a list of potential heritage resources, and to make policy recommendations to guide heritage preservation activities for the city of Wylie.

**Heritage Resource** means a property or properties designated by the city council as a Historic Landmark (HL) or Downtown Historic district (DTH).

**Maintenance** means any work for which the purpose and effect of which is to correct or protect with least degree of intervention any deterioration or decay of or damage to a structure or property, or any part thereof, and to repair or replace the same, as nearly as may be practicable, to avoid any further deterioration, decay, or damage, using the same materials or those materials available which are as close as practicable to the original and all of which must comply with applicable codes and ordinances. Maintenance does not include a change in design, material, or outward appearance, but does include in-kind repairs or replacements.

**Minor in-kind repairs or replacements** means small-scale repairs or replacements to correct minor problems or damage to the exterior of a structure or building, not including a change in design, material, or outward appearance. Examples that satisfy this definition include, but are not limited to touch up painting, spot replacement of shingles, replacement of a windowpane, caulking, and securing loose boards.

**National Historic Landmark** means a nationally significant historic place designated by the Secretary of the Interior for its exceptional value or quality in illustrating or interpreting the heritage of the United States.

**National Register of Historic Places** means the nation's official list of buildings, districts, and sites, including structures and objects, significant in American history and culture, architecture, archeology, and engineering maintained by the National Park Service and administered on a state-wide basis by the Texas Historical Commission.

**Non-contributing structure** means a structure within a heritage district that was substantially constructed after the district's period of significance and is not an integral part of the historic, archaeological and architectural fabric of the district or the city, or was substantially constructed



within the district's period of significance and does not retain a significant portion of its architectural or design integrity.

**Potential heritage resource** means a property listed in the preservation plan that, according to preliminary research, may have historical, cultural, archeological or architectural importance, either as an individual property or as part of a larger district. A potential heritage resource has not received designation, but has the potential to become designated with further historic research, restoration, or property owner interest.

**Preservation** means the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

**Reasonable rate of return** means a reasonable profit or capital appreciation, which may accrue from the use or ownership of a structure or property as the result of an investment or labor.

**Reconstruction** means the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

**Recorded Texas Historical Landmark** means a state designation for buildings important for their historical associations and which have retained a high degree of their original historic fabric, at least fifty (50) years of age, and retained their original exterior appearance.

**Rehabilitation** means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

**Relocation** means any change of the location of a structure, object, or material thing in its present setting to another setting.

**Restoration** means the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

**Secretary of the Interior's Standards for Rehabilitation** means the standards established by the Secretary of the Interior for advising federal agencies on the preservation and rehabilitation of historic properties listed or eligible for listing on the National Register of Historic Places.

**State Antiquities Landmark** means a designation made by the Texas Historical Commission and, in the case of privately owned property, with the landowner's permission. This designation can include buildings as well as archeological sites. For a building to be designated as a state archeological landmark, it must first be listed on the National Register of Historic Places.

**Sec. 58-21. - Landmark Designation Purpose.**

In accordance with Section 11 of Ordinance 2013-17, and Local Government Code Chapter 211, Section 211.0165 Designation of Historic Landmark, as amended, the municipality shall have the authority to recommend historic landmarks that have local importance. Designating local historic landmarks as Places of Importance brings attention to the general public and protects the historic resource from inappropriate changes or demolition. Such places of importance may be edifices or locations which are distinctive and important elements of the city's cultural, social, economic, political, archeological and architectural history.

(Code 1991, ch. 1, §§ 15.00, 15.01; Code 1997, § 58-31; Code 2005, § 58-21; Ord. No. 90-11, § 1, 8-28-1990)

**Sec. 58-22. - City council to designate.**

Designation of city landmarks will be made by the City Council. Designations may be initiated by a property owner, the Wylie Historical Society of the city, the City Council, or the Planning and Zoning Commission, the Historic Review Commission, or city staff. If the property owner does not consent, the designation or inclusion of the owner's property must be approved by a three-fourths vote of the City Council, and the Historic Review Commission.

(Code 1991, ch. 1, § 15.02; Code 1997, § 58-32; Code 2005, § 58-22; Ord. No. 90-11, § 2, 8-28-1990)

**Sec. 58-23. - Criteria and Markers.**

1. Criteria. In making such designations as set forth in this article, the City Council and the Historic Review Commission shall consider one or more of the following criteria:
  - a. Character, interest or value as part of the development, heritage or cultural characteristics of the City of Wylie, State of Texas, or the United States;
  - b. Identification with a person or persons who significantly contributed to the culture and development of the City;
  - c. Location as the site of a significant historic event;
  - d. Exemplification of the cultural, economic, social or historical heritage of the City;

- e. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on historical, cultural or architectural motif;
  - f. Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the City;
  - g. Value as an aspect of community sentiment or public pride.
  - h. Detailed recommendation from the Historic Preservation Commission.
2. Markers. Designated landmarks will be awarded markers based on the category of selection.
- a. Historical edifices and similarly small sites shall be designated with a marker detailing the historical significance of the edifice or site.
  - b. Historical zones, areas and residential neighborhoods shall, where possible in cooperation with the parks and recreation department, be provided with a conspicuous and attractive landscaped area with a marker detailing the historical significance of the zone, area or residential neighborhood.
3. Revocation of Local Historical Landmarks.
- a. Loss of integrity (through alteration, addition, or designation) is the most common reason for the withdrawal of Landmark Designation. The City Council shall have the power to revoke any Local Historical landmark (LHL) for the violation of any criteria set forth by this ordinance.

The following criteria shall justify the withdrawal of a Local Historical Landmark designation:

- (1) The property has ceased to meet criteria for designation; the qualities for which it was originally designated have been lost or destroyed.
- (2) Additional information forthcoming after the designation demonstrates that the property does not possess sufficient significance to be a Local Historic Landmark.
- (3) A professional error was made in the designation of the property.

Revocation of a Local Historical Landmark designation requires:

- (1) A public hearing where the HRC and City Council shall determine the nature and extent of the violation of the designation;
- (2) Proper notice to the designee;
- (3) Written notice from the HRC, which shall give the designee the reasons for the proposed revocation of the designation; and
- (4) A finding by the Council that reasonable corrective measures have not been done by the designee and that revocation of the designation is required.

(Code 1991, ch. 1, § 15.03; Code 1997, § 58-33; Code 2005, § 58-23; Ord. No. 90-11, § 3, 8-28-1990)

**Sec. 58-24. - City to take into account all landmarks when making improvements.**

The City Council, when considering normal city improvements such as lighting, pavement or landscaping, shall, where designated historic landmarks exist, make every effort to ensure that such improvements are in keeping with and enhance the appearance of the landmark edifice or site.

(Code 1991, ch. 1, § 15.04; Code 1997, § 58-34; Code 2005, § 58-24; Ord. No. 90-11, § 4, 8-28-1990)

**Sec. 58-25. Ordinary Maintenance.** Nothing in this ordinance should be construed to prevent

ordinary maintenance or repair of any exterior architectural feature of a property designated as a landmark or within a historic overlay district. Ordinary maintenance shall be defined as any work that does not constitute a change in design, material, color from a historic palette or outward appearance, and include in-kind replacement or repair.

(Code 1991, ch. 1, § 15.05; Code 1997, § 58-35; Code 2005, § 58-25; Ord. No. 90-11, § 5, 8-28-1990)

**Sec. 58-26. Off-Street Parking and Loading.**

Due to the development nature of property with a Historic Landmark Designation, it is recognized that conventional off-street parking, loading, and development standards required by Section 6.3 of the comprehensive zoning ordinance for individual lots may be difficult to provide. Any uses proposed with a Historic Landmark Designation may present a plan for parking to the Historic Review Commission and or the Planning and Zoning Commission. Upon review, the required Commission may determine different amounts and methods in establishing off-street parking.

(Ord. No. 90-11, § 5, 8-28-1990; Code 1991, ch. 1, § 15.05; Code 1997, § 58-35)

State Law reference— Main Street program, V.T.C.A., Government Code § 442.014; loans, V.T.C.A., Government Code § 481.201.



# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

Presentation providing an overview of Capital Projects Funding.

### Recommendation

### Discussion

Discussion about Strategic Capital Plan.

A review of Capital Projects in process and those requiring future funding.

### Financial Summary/Strategic Goals

