



# Wylie City Council

## NOTICE OF MEETING

### Regular Meeting Agenda March 8, 2016 – 6:00 pm Wylie Municipal Complex Council Chambers/Council Conference Room 300 Country Club Road, Building #100

Eric Hogue ..... Mayor  
 Keith Stephens ..... Mayor Pro Tem  
 Diane Culver ..... Place 2  
 Todd Wintters ..... Place 3  
 Candy Arrington ..... Place 4  
 William Whitney III ..... Place 5  
 David Dahl ..... Place 6  
 Mindy Manson ..... City Manager  
 Richard Abernathy ..... City Attorney  
 Carole Ehrlich ..... City Secretary

*In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: [www.wylietexas.gov](http://www.wylietexas.gov) within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*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.*

#### CALL TO ORDER

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*Announce the presence of a Quorum*

#### INVOCATION & PLEDGE OF ALLEGIANCE

#### PRESENTATIONS

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- **Employee Milestone Anniversaries** (*L. Fagerstrom, Human Resources Manager*)

Sam Satterwhite, Director of the WEDC, 20 years  
Kevin England, Stormwater Technician, 15 years  
Pat Mitchell, Code Enforcement Officer, 10 years  
Melissa Beard, Assistant Finance Director, 10 years  
Marge Turano, Accountant, 10 years  
Silas Hughes, Police Officer, 10 years  
Aaron Clampitt, Parks Maintenance Worker, 10 years

#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

#### CONSENT AGENDA

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

- A. Consider, and act upon, approval of the Minutes of February 23, 2016 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of January 31, 2016. (S. Satterwhite, WEDC Director)**
- C. Consider and act upon the approval of the Change Order #1 to Wylie Contract W2015-48-B FM1378 (Country Club Road) Paving and Drainage Improvements Project with Ed Bell Construction Company in the amount of \$55,760.00, and authorizing the City Manager to execute any necessary documents. (G. Hayes, Purchasing)**
- D. Consider, and act upon, approval of a Final Plat for Kreymer Park, developing 151 residential lots, generally located on East Stone Road approximately 2000' south of East Brown Street. (R. Ollie, Development Services Director)**
- E. Consider, and act upon, Ordinance No. 2016-04, amending the zoning from Single-Family Residential (SF-10/24) to Neighborhood Service with Specific Use Permit (NS-SUP) to allow Assisted Living Facility with 9x18 parking spaces on 3.126 acre tract of land situated in the D. Williams Survey, Abstract 1021. Property generally located northeast corner of West Brown Street and Westgate Way. ZC 2016-01 (R. Ollie, Development Services Director)**
- F. Consider and act upon, Resolution No. 2016-07(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2016-02(R), which ordered the May 7, 2016 General Election; modifying the method of voting in Dallas and Rockwall Counties to paper ballots and providing that the entire City shall constitute one Election Precinct for the Election. (C. Ehrlich, City Secretary)**

- G. Consider and act upon a contract between Elections System and Software (ES&S) and the City of Wylie for the lease of an Automark voting machine and supplies to conduct the May 7, 2016 Election for Dallas and Rockwall County Voters. (C. Ehrlich, City Secretary)**
- H. Consider, and act upon, Resolution No. 2016-08(R) authorizing the City Manager to execute a Mutual Aid Agreement for Fire Protection Services between the City of Wylie and the City of Lucas. (B. Parker, Fire Chief)**

## READING OF ORDINANCE

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

## EXECUTIVE SESSION

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*Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:*

**§§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.

- **Discussion regarding property generally located near the intersection of Country Club and Brown St.**

## RECONVENE INTO OPEN SESSION

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

## ADJOURNMENT

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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:

## CERTIFICATION

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*I certify that this Notice of Meeting was posted on March 4, 2016 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

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**Carole Ehrlich, City Secretary**

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**Date Notice Removed**



# Wylie City Council

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## Minutes

City Council Meeting  
Tuesday, February 23, 2016 – 6:00 p.m.  
Wylie Municipal Complex – Council Chambers  
300 Country Club Road, Bldg. 100  
Wylie, TX 75098

### CALL TO ORDER

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*Announce the presence of a Quorum.*

Mayor Eric Hogue called the meeting to order at 6:10 p.m. City Secretary Ehrlich took roll call with the following City Council members present: Mayor Eric Hogue, Mayor pro tem Keith Stephens, Councilman David Dahl, Councilwoman Candy Arrington, Councilwoman Diane Culver, and Councilman Todd Wintters. Councilman William Whitney III was absent.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Development Services Director, Renae Ollie; Finance Director, Linda Bantz; WEDC Executive Director, Sam Satterwhite; Fire Chief, Brent Parker; Police Chief, Anthony Henderson; City Engineer, Chris Holsted; City Secretary, Carole Ehrlich; Public Information Officer, Craig Kelly; and various support staff.

### INVOCATION & PLEDGE OF ALLEGIANCE

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Mayor Hogue gave the Invocation and Mayor pro tem Stephens led the Pledge of Allegiance.

### PRESENTATIONS

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- **Recognition of WHS student, Nikki Osborne, for her selection to the Naval Academy.** (*E. Hogue, Mayor*)

Mayor Hogue read a proclamation congratulating Wylie High School Senior Nikki Osborne for her nomination and acceptance to the United States Naval Academy. She was nominated by Senator Pete Sessions. Sessions also nominated her for the United States Air Force Academy which is still pending. Osborne is an outstanding student at Wylie High School and has been active with the Lady Pirate Soccer Team, Student Council, and the National Honor Society. Her parents were in attendance for the presentation.

- **Proclamation Designating February as Black History Month.** (*E. Hogue, Mayor*)

Mayor Hogue presented a proclamation honoring Black History Month and recognizing Charlene Foster for her dream of becoming a professional chef. She opened her successful business called Southern Goodness Catering in 2010.

- **CWD Annual Report.** (*J. Butters, Asst. City Manager*)

Community Waste Disposal representative Robert Medigovich presented the CWD 2015 Annual Report.

- **Presentation to Recognize the Participants of the Recent Active Shooter Drills in the City of Wylie.** (*B. Parker, Fire Chief and B. Blythe, Asst. Fire Chief*)

Fire Chief Parker gave a brief presentation regarding the recent Active Shooter drill that was conducted at the Municipal Complex City Hall. He recognized Wylie East Audio/Visual students who videotaped the active shooter drill last September and made a video of the day. Parker gave certificates of appreciation to film students in attendance. He also recognized the Wylie East Theatre Department, who were unable to attend, for their active participation.

#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

No citizens were present wishing to address Council during Citizens Comments.

#### CONSENT AGENDA

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

- A. **Consider, and act upon, approval of the Minutes of February 9, 2016 Regular Meeting of the Wylie City Council.** (*C. Ehrlich, City Secretary*)
- B. **Consider, and act upon, Resolution No. 2016-06(R) authorizing the appointment of Art Maldonado as Municipal Court Judge for the City of Wylie effective April 1, 2016 setting terms and stipend of service.** (*L. Bantz, Finance Director*)
- C. **Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2016.** (*L. Bantz, Finance Director*)
- D. **Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2016.** (*L. Bantz, Finance Director*)
- E. **Consider, and act upon, adoption of Resolution No. 2016-07(R) determining a public necessity to acquire certain property for public use by eminent domain for the purpose of, among other things, the construction, access, repair, maintenance and replacement of rights-of-way (in fee simple), drainage easements, temporary construction easements and**

**related improvements necessary for the Woodbridge Parkway Project; giving notice of an official determination to acquire property for said rights-of-way and easements; authorizing the City Manager to establish procedures for acquiring the rights-of-way and easements on said property, offering to acquire the rights-of-way and easements voluntarily from the landowner through the making of bona fide offers; authorizing the use of eminent domain to condemn, appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date. (C. Holsted, City Engineer)**

### **Council Action**

A motion was made by Councilman Dahl, seconded by Councilman Wintters to approve the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Councilman Whitney absent.

### REGULAR AGENDA

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Mayor Hogue announced Councilman Todd Wintters was not attending the discussion or vote on Item #1 due to a conflict of interest on the item. (Conflict of Interest Affidavit on file) Councilman Wintters left the chambers.

### **Tabled Item from 02-09-2016**

*Remove from the Table and Consider:*

### **Council Action**

A motion was made by Councilman Dahl, seconded by Councilman Wintters to remove Item #1 ZC 2016-01 from the table and consider. A vote was taken and the motion passed 5-0-1 with Councilman Wintters abstaining and Councilman Whitney absent.

- 1. Continue a Public Hearing and consider, and act upon, a change of zoning from Single-Family Residential to Neighborhood Service with Specific Use Permit to allow Assisted Living Facility on 3.126 acre tract of land situated in the D. Williams Survey, Abstract 1021. Property generally located northeast corner of West Brown Street and Westgate Way. ZC 2016-01 (R. Ollie, Development Services Director)**

### **Staff Comments**

Development Services Director Ollie addressed Council stating that the applicant is requesting to develop a 64 unit Assisted Living complex. The complex will consist of 32 units designated for memory care, and 32 units designated for assisted living quarters. The proposed project consists of 4 buildings of 11,800 s.f. each, with 16 units per building. At the February meeting the Council tabled the subject request to allow the applicant time to revisit the parking count.

Ollie explained that in accordance with current zoning regulations, the subject development would require 64 parking spaces; however, the developer is proposing a reduction based on industry standards and specified uses.

Ollie explained Section 2.1 of Exhibit "B" describes the proposed parking need. The parking needs are based on 32 units designated for memory care residents thereby requiring zero parking spaces and 32 units dedicated for Assisted living requiring 16 spaces; 1 per 6 for visitors for a total of 11 spaces; and a total of 17 spaces required for employees with a max shift count of 17 employees. This would result in an

overall total of 44 parking spaces required; however, the applicant will provide a total of 60 spaces if 9x18 parking stalls are utilized. If 10x20 parking stalls are required, then the total count reduces to 51 spaces.

Bill Thomas, representative of Global Senior Housing, addressed Council stating that the revised plan is showing sixty parking stalls of 9X18 parking spaces or fifty three 10X20 parking spaces. He noted the company is good with both and Council could choose the spacing they preferred.

### **Public Hearing**

Mayor Hogue continued the Public Hearing on ZC 2016-01 at 7:08 p.m. asking anyone present wishing to address Council to come forward.

No one was present wishing to address Council.

Mayor Hogue closed the Public Hearing at 7:09 p.m.

### **Council Action**

A motion was made by Mayor pro tem Stephens, seconded by Councilwoman Culver to approve a change in zoning from Single Family Residential to Neighborhood Service with Specific Use Permit to allow for Assisted Living Facility with sixty 9X18 parking spaces on 3.126 acre tract of land situated in the D. Williams Survey, Abstract 1021. Property generally located northeast corner of West Brown Street and Westgate Way, ZC2016-01. A vote was taken and the motion passed 5-0-1 with Councilman Winters abstaining and Councilman Whitney absent.

2. **Hold a Public Hearing and consider, and act upon, an amendment to PD 2006-01 to allow R5.5 and R8.5 zoning categories for single-family residential development on approximately 104.82 acres, generally located between McCreary Road and Springwell Parkway approximately 1200 feet south of FM544. ZC 2016-02 (R. Ollie, Development Services Director)**

### **Staff Comments**

Development Services Director Ollie addressed Council stating that the applicant is requesting to table at this time as this item has been scheduled for the February 8, 2016 Park Board meeting. Therefore the applicant would like to request the item be tabled until the March 1, 2016 P&Z meeting.

Ollie stated the PD currently specifies minimum lot sizes of 5,500 square feet with single family houses starting at 2,000 square feet and 8,500 square feet lots with houses starting at 2,200 square feet with the maximum number of lots not to exceed 436 lots. Set backs are typical except j-swing garages with a proposed 15 foot setback and side yards, except corner lots, of 5 feet.

Properties to the north are developed as retail and to the west as age restricted multi family.

Ollie reported the Parks Board will consider the dedication and park improvements at their February 22, 2016 meeting including the possibility of constructing a hike and bike trail within the Oncor property that runs east-west through the proposed subdivision. This trail could lead to a connection to the City of Murphy trail that ultimately leads, unbroken, to Breckenridge Park in Richardson.

The Planning Commissioners voted 5-0 for approval.

### **Public Hearing**

Mayor Hogue continued the Public Hearing on ZC 2016-02 at 7:11 p.m. asking anyone present wishing to address Council to come forward.

No one was present wishing to address Council.

### **Council Action**

A motion was made by Councilwoman Arrington, seconded by Councilman Winters to continue the public hearing and table Item #2 - an amendment to PD 2006-01 to allow R5.5 and R8.5 zoning categories for single-family residential development on approximately 104.82 acres, generally located between McCreary Road and Springwell Parkway approximately 1200 feet south of FM 544 (ZC 2016-02) to the March 22, 2016 City Council Meeting. A vote was taken and the motion passed 6-0 with Councilman Whitney absent.

3. **Hold a Public Hearing and consider, and act upon, a change in zoning from Commercial Corridor (CC) and Light Industrial (LI) to Planned Development-Light Industrial (PD-LI) to allow for proposed Mixed Use Development for retail and self-storage use on 6.25 acres, generally located southeast of SH 78 between Century Way and old Alanis Drive. ZC 2016-03 (R. Ollie, Development Services Director)**

### **Staff Comments**

Development Services Director Ollie addressed Council stating that the applicant is requesting to table the item until the second meeting in March to address the recommendations posed by the Planning Commission.

The original proposal included development of 9,300 square feet of commercial retail space and 106,800 gross square feet of self-storage along the frontage of Highway 78 on approximately 2-1/2 acres, currently zoned Commercial Corridor. The balance of the property would consist of 2 three-story self-storage buildings and one single story self-storage building totaling 145,749 square feet and is currently zoned Light Industrial.

### **Public Hearing**

Mayor Hogue opened the Public Hearing on ZC 2016-03 at 7:14 p.m. asking anyone present wishing to address Council to come forward.

No one was present wishing to address Council.

Mayor Hogue continued the public hearing.

### **Council Action**

A motion was made by Councilwoman Culver, seconded by Councilman Dahl to continue the public hearing and table ZC 2016-03 to a future City Council meeting to allow the applicant time to address recommendations posed by the Planning Commission. A vote was taken and the motion passed 6-0 with Councilman Whitney absent.

- 4. Hold a Public Hearing and consider, and act upon, amending PD 2014-42 & Concept Plan of the Kingsbridge subdivision to decrease the front yard setback a maximum of five feet for floor plans with an in-side or outside swing garage, provided the garages for the dwellings are in a swing configuration and any garages that does face the street is not less than the minimum front yard setback of 20 feet in Tract A and 25 feet in Tract B. Generally located south of Parker Road and approximately ½ mile west of Country Club Road.**

*ZC 2016-04 (R. Ollie, Development Services Director)*

### **Staff Comments**

Development Services Director Ollie addressed Council stating that the subject tract was part of a Planned Development approved on March 27, 2001 in order to develop a master planned residential community. A Final Plat was approved in 2012 and created 63 single-family residential lots and three open space lots.

Ollie explained the applicant is requesting the reduction of the front yard setback a maximum of five feet in Tract A and Tract B for dwellings with garages in a swing configuration as it will allow for floor plan designs with more rear yard space. All garages facing the street will be required to be no less than the planned developments standard minimum front yard setback, being 20 feet in Tract A and 25 feet in Tract B.

Front yard setbacks typically take into account parking space requirements in their reasoning. The reduction of five feet from the front yard setback is warranted for dwellings with swing configuration garages as the floor plan allows for driveways to have more depth which in turn reduces the chances of vehicles that would otherwise be parked perpendicular to the street frontage encroaching onto the right of way. Councilman Winters asked Ollie if this came before the council about a year ago to reduce the front set back from 25 to 20 feet. Ollie replied yes. Councilman Winters stated this request was then taking the front setback from 20 feet to 15 feet from the edge of the sidewalk. Ollie replied that was correct.

Applicant Matthew Alexander provided a short PowerPoint showing the layout of homes and examples of model homes that would be used in the development. Mr. Alexander noted that this was an interesting project as it flows from Wylie to Parker and back again. The proposed homes will range in cost from the mid \$400,000 to mid \$600,000. Mayor Hogue asked Mr. Alexander if he was requesting similar setbacks for the homes to be built in Parker. Alexander replied they were not as the requirement for Parker was one acre lots. Councilwoman Culver and Councilman Winters had concerns with the proposed additional front yard set-backs and the distance from the sidewalk to the swing garage door.

### **Public Hearing**

Mayor Hogue continued the Public Hearing on ZC 2016-04 at 7:45 p.m. asking anyone present wishing to address Council to come forward.

No one was present wishing to address Council.

Mayor Hogue closed the Public Hearing at 7:46 p.m.

### **Council Action**

A motion was made by Councilman Dahl, seconded by Councilwoman Arrington to approve amending PD 2014-42 & Concept Plan of the Kingsbridge subdivision to decrease the front yard setback a maximum of five feet for floor plans with an in-side or outside swing garage, provided the garages for the dwellings are in a swing configuration and any garages that does face the

street is not less than the minimum front yard setback of 20 feet in Tract A and 25 feet in Tract B. Generally located south of Parker Road and approximately ½ mile west of Country Club Road. (ZC 2016-04) A vote was taken and the motion failed 3-3 with Councilwoman Arrington, Mayor pro tem Stephens and Councilman Dahl voting for approval and Mayor Hogue, Councilwoman Culver and Councilman Wintters voting against approval, with Councilman Whitney absent.

5. **Consider, and act upon, the acceptance of the resignation of Lauren Howard and the appointment of member to the Public Arts Advisory Board for the unexpired term of July 2015 to June 2017.** (C. Ehrlich, City Secretary)

### **Staff Comments**

City Secretary Ehrlich addressed Council stating that there is a vacancy on the Public Arts Advisory Board due to the resignation of Lauren Howard. Staff is requesting the appointment of a new Public Arts Advisory Board member to replace Lauren Howard. Three applications indicating a desire to serve on the Public Arts Advisory Board had been received. Ehrlich reported all applicants had been contacted and were willing to serve if appointed.

Mayor Hogue asked the 2015 Board Interview Panel if they had any recommendations. Councilwoman Culver stated that she was in favor of appointing Nancy Peirce who had been chosen as a replacement for the Animal Advisory Board in 2015 but was unable to serve in that capacity due to no vacancies occurring.

### **Council Action**

A motion was made by Councilwoman Culver, seconded by Councilman Wintters to accept the resignation of Public Arts Advisory member Lauren Howard and appoint Nancy Peirce to fill the vacancy for the unexpired term of July 2015 to June of 2017. A vote was taken and the motion passed 6-0 with Councilman Whitney absent.

### **WORK SESSION**

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- **Discussion regarding possible City of Wylie Charter Amendments.** (C. Ehrlich, City Secretary)

City Manager Manson addressed Council stating that The City Home Rule Charter had not been amended since 1998.

The Wylie City Charter states that amendments to the Charter may be framed and submitted to the qualified voters of the City in the manner provided by law. On average cities amend their charters every five to ten years. Manson explained amendments are periodically required due to ever changing state and federal laws and local government procedures.

Staff and the City Attorney are recommending a review of the current Charter to identify areas of conflict, ambiguity and inconsistency with state or federal law. Manson noted staff had included a few such examples in the agenda packet.

Manson explained the next uniform election date available for Charter amendments would be November 8, 2016. The review would be performed by management and the City Attorney's office and brought to Council for further discussion.

Direction from Council was to review the current Charter and bring back to Council areas needing amendments.

#### RECONVENE INTO REGULAR SESSION

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Mayor Hogue reconvened into Regular Session at 7:54 p.m.

#### ADJOURNMENT

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A motion was made by Councilwoman Culver, seconded by Councilman Dahl, to adjourn the meeting at 7:56 p.m. A vote was taken and the motion passed 6-0 with Councilman Whitney absent.

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**Eric Hogue, Mayor**

**ATTEST:**

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**Carole Ehrlich, City Secretary**



# Wylie City Council

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## AGENDA REPORT

Meeting Date: March 8, 2016  
Department: WEDC  
Prepared By: Angel Wygant  
Date Prepared: February 23, 2016

Item Number: B  
*(City Secretary's Use Only)*  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of January 31, 2016.

### Recommendation

Motion to approve, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of January 31, 2016.

### Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on February 19, 2016.

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
1000-10110	CLAIM ON CASH AND CASH EQUIV.	765,158.47	
1000-10115	CASH - WEDC - INWOOD	0.00	
1000-10135	ESCROW	0.00	
1000-10180	DEPOSITS	7,000.00	
1000-10198	OTHER - MISC CLEARING	0.00	
1000-10341	TEXPOOL	0.00	
1000-10343	LOGIC	0.00	
1000-10481	INTEREST RECEIVABLE	0.00	
1000-11511	ACCTS REC - MISC	100.00	
1000-11517	ACCTS REC - SALES TAX	0.00	
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00	
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00	
1000-12996	LOAN RECEIVABLE	69,094.70	
1000-12997	ACCTS REC - JTM TECH	0.00	
1000-12998	ACCTS REC - FORGIVEABLE LOANS	533,333.33	
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00	
1000-14116	INVENTORY - LAND & BUILDINGS	6,818,663.46	
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
1000-14310	PREPAID EXPENSES - MISC	0.00	
1000-14410	DEFERRED OUTFLOWS	675,000.00	
			8,868,349.96
			=====
<b>TOTAL ASSETS</b>			<b>8,868,349.96</b>
			=====

**LIABILITIES**

=====			
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
2000-20111	MEDICARE PAYABLE	0.00	
2000-20112	CHILD SUPPORT PAYABLE	0.00	
2000-20113	CREDIT UNION PAYABLE	0.00	
2000-20114	IRS LEVY PAYABLE	0.00	
2000-20115	NATIONWIDE DEFERRED COMP	0.00	
2000-20116	HEALTH INSUR PAY-EMPLOYEE	0.16	
2000-20117	TMRS PAYABLE	0.00	
2000-20118	ROTH IRA PAYABLE	0.00	
2000-20119	WORKERS COMP PAYABLE	0.00	
2000-20120	FICA PAYABLE	0.00	
2000-20121	TEC PAYABLE	0.00	
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
2000-20123	ALIMONY PAYABLE	0.00	
2000-20124	BANKRUPTCY PAYABLE	0.00	
2000-20125	VALIC DEFERRED COMP	0.00	
2000-20126	ICMA PAYABLE	0.00	
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00	
2000-20130	FLEXIBLE SPENDING ACCOUNT	0.00	
2000-20131	EDWARD JONES DEFERRED COMP	0.00	
2000-20132	EMP CARE FLITE	12.00	
2000-20151	ACCRUED WAGES PAYABLE	0.00	
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00	
2000-20199	MISC PAYROLL PAYABLE	0.00	

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING		3,308.04
2000-20210	ACCOUNTS PAYABLE	(	850.16)
2000-20530	PROPERTY TAXES PAYABLE		0.00
2000-20540	NOTES PAYABLE		675,000.00
2000-20810	DUE TO GENERAL FUND		0.00
2000-22270	DEFERRED INFLOW		158,297.03
2000-22275	DEF INFLOW - LEASE PRINCIPAL		0.00
2000-22280	DEFERRED INFLOW - LEASE INT		0.00
2000-22915	RENTAL DEPOSITS		2,500.00
	TOTAL LIABILITIES		<u>838,267.07</u>
<b>EQUITY</b>			
=====			
3000-34110	FUND BALANCE - RESERVED		0.00
3000-34590	FUND BALANCE-UNRESERV/UNDESIG		7,984,197.60
	TOTAL BEGINNING EQUITY		<u>7,984,197.60</u>
	TOTAL REVENUE		1,316,660.56
	TOTAL EXPENSES		1,270,775.27
	REVENUE OVER/(UNDER) EXPENSES		<u>45,885.29</u>
	TOTAL EQUITY & OVER/(UNDER)		<u>8,030,082.89</u>
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)		<u>8,868,349.96</u> =====

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
1000-19050	DEF OUTFLOW - CONTRIBUTIONS	23,447.00	
1000-19075	DEF OUTFLOW - INVESTMENT EXP	5,062.00	
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	2,154.00	
			30,663.00
<b>TOTAL ASSETS</b>			30,663.00
			=====
<b>LIABILITIES</b>			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	44,287.86	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	0.00	
2000-21410	ACCRUED INTEREST PAYABLE	4,018.84	
2000-28205	WEDC LOANS - CURRENT	322,817.07	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28232	ANB LOAN - EDGE	0.00	
2000-28233	ANB LOAN - PEDDICORD/WHITE	616,779.19	
2000-28234	ANB LOAN - RANDACK/HUGHES	138,838.31	
2000-28235	ANB LOAN	0.00	
2000-28236	ANB CONSTRUCTION LOAN	0.00	
2000-28237	ANB ROAD CONSTRUCTION LOAN	690,867.94	
2000-28238	ANB LOAN - BUCHANAN	242,652.56	
2000-28239	ANB LOAN - JONES/HOBART PAYOFF	296,438.73	
2000-28240	HUGHES LOAN	0.00	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
2000-28290	HOBART/COMMERCE LOAN	0.00	
2000-29150	NET PENSION LIABILITY	147,106.00	
<b>TOTAL LIABILITIES</b>			2,503,806.50
			=====
<b>EQUITY</b>			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	( 2,525,176.19)	
3000-35900	UNRESTRICTED NET POSITION	( 114,969.00)	
<b>TOTAL BEGINNING EQUITY</b>			( 2,640,145.19)
<b>TOTAL REVENUE</b>			0.00
<b>TOTAL EXPENSES</b>			( 167,001.69)
<b>REVENUE OVER/(UNDER) EXPENSES</b>			167,001.69
<b>TOTAL EQUITY &amp; OVER/(UNDER)</b>			( 2,473,143.50)

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#

TITLE

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TOTAL LIABILITIES, EQUITY & OVER/ (UNDER)

30,663.00

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CITY OF WYLIE  
 REVENUE AND EXPENSE REPORT - (UNAUDITED)  
 AS OF: JANUARY 31ST, 2016

111-WYLIE ECONOMIC DEVEL CORP  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	2,257,829.00	163,463.38	0.00	329,881.86	0.00	1,927,947.14	14.61
INTERGOVERNMENTAL REV.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	12,958.00	1,112.70	0.00	4,392.70	0.00	8,565.30	33.90
MISCELLANEOUS INCOME	141,200.00	10,650.00	0.00	52,000.00	0.00	89,200.00	36.83
OTHER FINANCING SOURCES	0.00	0.00	0.00	930,386.00	0.00	( 930,386.00)	0.00
<b>TOTAL REVENUES</b>	<b>2,411,987.00</b>	<b>175,226.08</b>	<b>0.00</b>	<b>1,316,660.56</b>	<b>0.00</b>	<b>1,095,326.44</b>	<b>54.59</b>
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	3,858,411.00	524,727.19	0.00	1,270,775.27	56,281.01	2,531,354.72	34.39
<b>TOTAL EXPENDITURES</b>	<b>3,858,411.00</b>	<b>524,727.19</b>	<b>0.00</b>	<b>1,270,775.27</b>	<b>56,281.01</b>	<b>2,531,354.72</b>	<b>34.39</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>( 1,446,424.00)</b>	<b>( 349,501.11)</b>	<b>0.00</b>	<b>45,885.29</b>	<b>( 56,281.01)</b>	<b>( 1,436,028.28)</b>	<b>0.72</b>

CITY OF WYLIE  
 REVENUE AND EXPENSE REPORT - (UNAUDITED)  
 AS OF: JANUARY 31ST, 2016

111-WYLIE ECONOMIC DEVEL CORP  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
4000-40150 REV IN LEIU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-40210 SALES TAX	2,257,829.00	163,463.38	0.00	329,881.86	0.00	1,927,947.14	14.61
TOTAL TAXES	2,257,829.00	163,463.38	0.00	329,881.86	0.00	1,927,947.14	14.61
<u>INTERGOVERNMENTAL REV.</u>							
4000-43518 380 ECONOMIC AGREEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REV.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>INTEREST INCOME</u>							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	1,000.00	116.21	0.00	406.74	0.00	593.26	40.67
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46150 INTEREST EARNINGS	3,817.00	290.84	0.00	1,180.86	0.00	2,636.14	30.94
4000-46160 LOAN REPAYMENT (PRINCIPAL)	8,141.00	705.65	0.00	2,805.10	0.00	5,335.90	34.46
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	12,958.00	1,112.70	0.00	4,392.70	0.00	8,565.30	33.90
<u>MISCELLANEOUS INCOME</u>							
4000-48110 RENTAL INCOME	141,200.00	10,650.00	0.00	52,000.00	0.00	89,200.00	36.83
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48430 GAIN/(LOSS) SALE OF CAP ASS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS INCOME	141,200.00	10,650.00	0.00	52,000.00	0.00	89,200.00	36.83
<u>OTHER FINANCING SOURCES</u>							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	0.00	0.00	0.00	930,386.00	0.00	( 930,386.00)	0.00
4000-49550 LEASE PRINCIPAL PAYMENTS (O	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	0.00	0.00	0.00	930,386.00	0.00	( 930,386.00)	0.00
<hr/>							
TOTAL REVENUES	2,411,987.00	175,226.08	0.00	1,316,660.56	0.00	1,095,326.44	54.59

CITY OF WYLIE  
REVENUE AND EXPENSE REPORT - (UNAUDITED)  
AS OF: JANUARY 31ST, 2016

111-WYLIE ECONOMIC DEVEL CORP  
DEVELOPMENT CORP-WEDC  
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR FO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	238,052.00	14,465.40	0.00	56,248.71	0.00	181,803.29	23.63
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	1,073.00	0.00	0.00	1,024.00	0.00	49.00	95.43
5611-51145 SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	12,600.00	870.78	0.00	3,389.82	0.00	9,210.18	26.90
5611-51220 PHONE ALLOWANCE	4,656.00	1,164.00	0.00	2,028.00	0.00	2,628.00	43.56
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51260 MOVING ALLOWANCE	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
5611-51310 TMRS	36,677.00	2,234.50	0.00	8,638.28	0.00	28,038.72	23.55
5611-51410 HOSPITAL & LIFE INSURANCE	38,107.00	1,873.87	0.00	7,495.48	0.00	30,611.52	19.67
5611-51415 EXECUTIVE HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51420 LONG-TERM DISABILITY	1,357.00	52.88	0.00	264.40	0.00	1,092.60	19.48
5611-51440 FICA	15,607.00	916.22	0.00	1,538.07	0.00	14,068.93	9.86
5611-51450 MEDICARE	3,650.00	214.28	0.00	854.86	0.00	2,795.14	23.42
5611-51470 WORKERS COMP PREMIUM	663.00	0.00	0.00	569.70	0.00	93.30	85.93
5611-51480 UNEMPLOYMENT COMP (TWC)	810.00	0.00	0.00	0.00	0.00	810.00	0.00
TOTAL PERSONNEL SERVICES	358,252.00	21,791.93	0.00	82,051.32	0.00	276,200.68	22.90
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	3,500.00	191.57	0.00	374.37	108.00	3,017.63	13.78
5611-52040 POSTAGE & FREIGHT	980.00	23.86	0.00	33.66	0.00	946.34	3.43
5611-52130 TOOLS/ EQUIP (NON-CAPITAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	2,000.00	180.68	0.00	393.41	129.34	1,477.25	26.14
5611-52990 OTHER	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	11,480.00	396.11	0.00	801.44	237.34	10,441.22	9.05
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	3,000.00	0.00	0.00	450.00	75.00	2,475.00	17.50
5611-54990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS FOR MAINTENANC	3,000.00	0.00	0.00	450.00	75.00	2,475.00	17.50
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	2,014,914.00	430,468.45	0.00	888,946.14	52,772.87	1,073,194.99	46.74
5611-56040 SPECIAL SERVICES	112,900.00	5,309.48	0.00	25,769.25	483.25	86,647.50	23.25
5611-56080 ADVERTISING	35,280.00	1,625.00	0.00	10,179.00	0.00	25,101.00	28.85
5611-56090 COMMUNITY DEVELOPMENT	47,250.00	2,541.36	0.00	11,733.68	1,000.00	34,516.32	26.95
5611-56110 COMMUNICATIONS	5,960.00	600.43	0.00	1,921.92	25.00	4,013.08	32.67
5611-56180 RENTAL	29,400.00	194.00	0.00	8,576.00	0.00	20,824.00	29.17
5611-56210 TRAVEL & TRAINING	29,450.00	181.33	0.00	2,086.75	0.00	27,363.25	7.09
5611-56250 DUES & SUBSCRIPTIONS	18,890.00	682.56	0.00	4,972.68	0.00	13,917.32	26.32
5611-56310 INSURANCE	4,310.00	0.00	0.00	5,684.51	0.00	1,374.51	131.89
5611-56510 AUDIT & LEGAL SERVICES	23,000.00	0.00	0.00	9,848.50	0.00	13,151.50	42.82
5611-56570 ENGINEERING/ARCHITECTURAL	20,000.00	8,642.21	0.00	8,642.21	0.00	11,357.79	43.21
5611-56610 UTILITIES-ELECTRIC	2,000.00	524.86	0.00	2,074.29	344.54	418.83	120.94
TOTAL CONTRACTUAL SERVICES	2,343,354.00	450,769.68	0.00	980,434.93	54,625.66	1,308,293.41	44.17

CITY OF WYLIE  
 REVENUE AND EXPENSE REPORT - (UNAUDITED)  
 AS OF: JANUARY 31ST, 2016

111-WYLIE ECONOMIC DEVEL CORP  
 DEVELOPMENT CORP-WEDC  
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE &amp; CAP. REPL</u>							
5611-57110 DEBT SERVICE	686,825.00	0.00	0.00	0.00	0.00	686,825.00	0.00
5611-57410 PRINCIPAL PAYMENT	0.00	39,795.10	0.00	166,656.32	0.00	( 166,656.32)	0.00
5611-57415 INTEREST EXPENSE	0.00	10,244.14	0.00	38,651.03	0.00	( 38,651.03)	0.00
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	686,825.00	50,039.24	0.00	205,307.35	0.00	481,517.65	29.89
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	200,000.00	0.00	0.00	950,386.00	0.00	( 750,386.00)	475.19
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58150 LAND-BETTERMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58410 SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	3,000.00	1,730.23	0.00	1,730.23	0.00	1,269.77	57.67
5611-58830 FURNITURE & FIXTURES	2,500.00	0.00	0.00	0.00	1,343.01	1,156.99	53.72
5611-58910 BUILDINGS	250,000.00	0.00	0.00	0.00	0.00	250,000.00	0.00
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	( 950,386.00)	0.00	950,386.00	0.00
TOTAL CAPITAL OUTLAY	455,500.00	1,730.23	0.00	1,730.23	1,343.01	452,426.76	0.67
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59190 TRANSFER TO THORUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59430 TRANSFER TO CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEVELOPMENT CORP-WEDC	3,858,411.00	524,727.19	0.00	1,270,775.27	56,281.01	2,531,354.72	34.39
TOTAL EXPENDITURES	3,858,411.00	524,727.19	0.00	1,270,775.27	56,281.01	2,531,354.72	34.39
REVENUE OVER (UNDER) EXPENDITURES	( 1,446,424.00)	( 349,501.11)	0.00	45,885.29	( 56,281.01)	( 1,436,028.28)	0.72

\*\*\* END OF REPORT \*\*\*

Wylie Economic Development Corporation  
Inventory Subledger  
December 31, 2015

**Inventory - Land**

		Date of Pur.	Address	Acreage	Improvements		Cost Basis	Sub-totals
<b>Cooper</b>	McMasters	7/12/05	709 Cooper	0.48		n/a	\$202,045	
	Heath	12/28/05	706 Cooper	0.46	\$32,005	3,625	186,934	
	Perry	9/13/06	707 Cooper	0.49		Demo	200,224	
	Bowland/Anderson	10/9/07	Cooper Dr.	0.37		n/a	106,419	
	KCS	8/1/08	Cooper Dr.	0.41		n/a	60,208	
	Duel Products	9/7/12	704 Cooper Dr.	0.50		n/a	127,452	
	Randack	10/23/12	711-713 Cooper Dr.	1.09	217,500	8,880	400,334	
	Lot 2R3	7/24/14	Cooper Dr.	0.95		n/a	29,056	\$1,312,672
<b>Industrial Ct.</b>	Hughes	7/25/06	211 - 212 Industrial	0.74	209,801	10,000	420,361	
			R.O.W.	0.18			41,585	
	Prime Kuts	10/8/07	207 Industrial	0.20	182,223	4,550	229,284	
			R.O.W.	0.11		n/a	77,380	
	Cazad	3/17/08	210 Industrial	0.27	128,083	3,900	200,782	
	Buchanan	8/13/14	400 S. Hwy 78	1.25	68,294	12,750	503,233	
Glenn	4/24/15	209 Industrial Ct	0.18	69,426	2,900	326,773		
			R.O.W.	0.12		n/a		1,799,398
<b>Regency</b>	Ferrell	9/29/05	2806 F.M. 544	1.09		Demo	239,372	
	Sale of R.O.W.	2/14/07		-0.09		n/a	-20,094	
	Crossroads	6/12/09	2804 F.M. 544	0.44	24,696	2,800	171,842	
	Regency Pk.	6/4/10	25 Steel Road	0.65		n/a	25,171	416,290
<b>Commerce</b>	Hobart Investments	11/12/13	Commerce	1.60		n/a	156,820	
	Hobart	1/6/14	605 Commerce	1.07	396,263	20,000	386,380	543,200
<b>Jackson</b>	Heath	3/17/14	104 N. Jackson	0.17		Demo	220,034	
	Udoh	2/12/14	109 Marble	0.17		n/a	70,330	
	Peddicord	12/12/14	108/110 Jackson	0.35	155,984	4,444	486,032	
	City Lot	12/12/14	100 W. Oak St	0.35		n/a		
	Jones (K&M)	9/3/15	106 N. Birmingham	0.21	42,314	4,125	190,596	966,992
<b>Alanis</b>	White Property (Alanis)	12/12/14	Alanis	6.63		n/a	420,336	420,336
<b>South Ballard</b>	Birmingham Trust	6/3/15	505 - 607 S. Ballard	0.95		Demo	409,390	409,390
<b>Business Way</b>	Linduff Property	10/21/15	710 Business Way	2.11	649,716	15,000	950,386	950,386
Total				23.48	\$1,526,589	92,974	\$6,818,664	\$6,818,664

\*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and not part of land value.

\*Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.

Wylie Economic Development Corporation  
 Balance Sheet Sub Ledger  
 January 31, 2016

**Notes Payable**

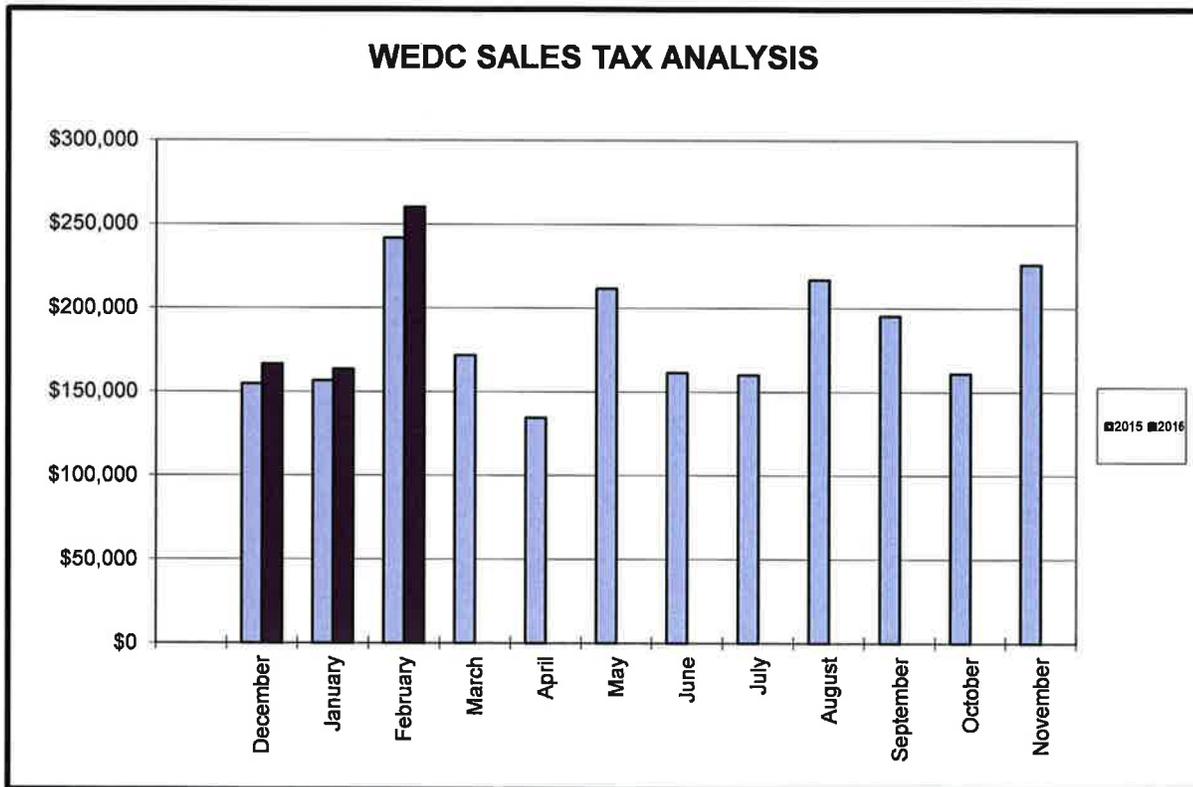
		Date of Purchase	Payment	Beginning Bal.	Principal	Interest	Rate of Interest	Principal Balance
January 1, 2016								* 3,278,499.15
ANBTX - 88130968	HUGHES/RANDACK(38 of 60)	10/23/12	10,107.00	224,045.50	9,336.96	770.04	3.99	214,708.54
ANBTX -88130976	WOODBIDGE PKWY (#17 of 60)	8/15/14	13,267.93	795,346.38	11,480.39	1,787.54	2.61	783,865.99
ANBTX -88148481	BUCHANAN (#17 of 60)	8/13/14	7,331.95	300,860.92	6,386.75	945.20	3.77	294,474.17
ANBTX - 88149711	PEDDICORD / WHITE (#13 OF 120	12/12/14	7,382.45	662,980.42	5,062.02	2,320.43	4.20	657,918.40
ANBTX - 88158043	K&M (4 of 48)	9/2/15	8,745.25	364,879.93	7,528.98	1,216.27	4.00	357,350.95
ANBTX - 88157334	LINDUFF (4 of 9 Interest only)	10/21/15	3,204.66	930,386.00	0.00	3,204.66	4.00	930,386.00
January 31, 2016					\$39,795.10	\$10,244.14		3,238,704.05

Note: Principal and Interest payments vary by date of payment.

\* Balance adjusted \$514.68 at payoff of ANBTX - 88122627 (Martinez)

**WYLIE ECONOMIC DEVELOPMENT CORPORATION  
SALES TAX REVENUE  
FOR THE MONTH OF FEBRUARY 2016**

MONTH	WEDC 2014	WEDC 2015	WEDC 2016	DIFF 15 VS 16	% DIFF 15 VS 16
DECEMBER	\$134,371	\$154,719	\$166,418	\$11,700	7.56%
JANUARY	128,968	156,685	163,463	6,778	4.33%
FEBRUARY	213,877	241,858	260,166	18,309	7.57%
MARCH	121,483	171,741			
APRIL	124,866	134,475			
MAY	200,476	211,645			
JUNE	145,137	161,426			
JULY	149,537	159,973			
AUGUST	193,751	216,962			
SEPTEMBER	154,328	195,347			
OCTOBER	152,545	160,876			
NOVEMBER	213,292	226,078			
Sub-Total	\$1,932,632	\$2,191,785	\$590,048	\$36,787	6.65%
AUDIT ADJ					
TOTAL	\$1,932,632	\$2,191,785	\$590,048	\$36,787	6.65%





# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** March 8, 2016  
**Department:** City Engineer  
**Prepared By:** Purchasing  
**Date Prepared:** March 2, 2016

**Item Number:** C  
*(City Secretary's Use Only)*  
**Original Award:**  
447-5447-58210 - \$276,000  
425-5425-58210 - \$2,848,056  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

### Subject

Consider and act upon the approval of the Change Order #1 to Wylie Contract W2015-48-B FM1378 (Country Club Road) Paving and Drainage Improvements Project with Ed Bell Construction Company in the amount of \$55,760.00, and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion authorizing the approval of the Change Order #1 to Wylie Contract W2015-48-B FM1378 (Country Club Road) Paving and Drainage Improvements Project with Ed Bell Construction Company in the amount of \$55,760.00, and authorizing the City Manager to execute any necessary documents.

### Discussion

The attached Change Order #1 is to address updates in construction costs and timelines for road improvement to FM 1378 (Country Club Road), south of FM 2514 (Parker Road) to North FM 2514 (Parker Road). These changes are the results of delays in the relocation of franchise utilities, and the addition of a left turn lane to the northbound lanes of FM 1378 (Country Club Road) south of the intersection with FM 2514 (Parker Road).

Funding of this change order is according to the original contract awarded by the Wylie City Council on March 24, 2015; 20% from the City of Wylie and 80% from Collin County.

Project Totals: Original Award \$3,124,056 + Change Order #1 \$55,760 = \$3,179,816  
447-5447-58210 = \$276,000 + \$11,152 = \$287,152  
425-5425-58210 = \$2,848,056 + \$44,608 = \$2,892,664

**CITY OF WYLIE, TEXAS**

**FM 1378 (COUNTRY CLUB ROAD) PAVING AND DRAINAGE IMPROVEMENTS  
(PROJECT #W2015-48-B)**

**CHANGE ORDER NO. 1**

**A. INTENT OF CHANGE ORDER**

The intent of this change order is to modify the provisions of the contract entered into between the City of Wylie, Texas and Ed Bell Construction Company, 10605 Harry Hines Blvd., Dallas, Texas 75220, to construct the FM 1378 (Country Club Road) Paving and Drainage Improvements (Project #W2015-48-B), dated March 24, 2015.

**B. DESCRIPTION OF CHANGE**

1. This change order addresses changes and delays resulting from delayed completion of franchise utility relocations.
2. This change order addresses changes to bid item quantities related to the addition of a left turn lane to the northbound lanes south of the south intersection with F.M. 2514 (Parker Road).

**C. EFFECT OF CHANGE ON CONTRACT AMOUNT**

This change order will have the following effect on the cost of this project:

<b>Item No.</b>	<b>Description</b>	<b>Previous Quantity</b>	<b>Quantity This C.O.</b>	<b>Revised Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount of Change</b>
4	Saw-Cutting Conc. Pavmt. Or Walk	1,481	1	1,482	L.F.	\$ 5.00	\$ 5.00
9	Unclassified Street Excavation (Plan Quantity)	5,655	66	5,721	C.Y.	\$ 15.00	\$ 990.00
14	12" Lime Stabilized Subgrade	9,915	150	10,065	S.Y.	\$ 4.50	\$ 675.00
15	Lime Slurry (@ 68#/S.Y.)	338	5	343	Tons	\$ 200.00	\$ 1,000.00
16	8" Jointed Reinf. Conc. Pvmt.	8,945	150	9,095	S.Y.	\$ 55.00	\$ 8,250.00
21	Reinf. Conc. Street Header	131	12	143	L.F.	\$ 20.00	\$ 240.00
32	Brick Median Pavers w/4" Non-Reinf. Conc.	740	(213)	527	S.Y.	\$ 85.00	\$ (18,105.00)
33	Traffic Control Devices, Marking & Signage	8	5	13	Mo.	\$ 12,000.00	\$ 60,000.00
55	24" Wide White Stop Line	164	5	169	L.F.	\$ 6.60	\$ 33.00
59	Single Row 4"x4" Yellow Dbl-Reflective Ceramic Traffic Line	154	668	822	L.F.	\$ 4.00	\$ 2,672.00
<b>Total:</b>							<b>\$ 55,760.00</b>

City of Wylie, Texas  
FM 1378 (Country Club Road) Paving and Drainage Improvement  
#W2015-48-B  
Change Order No. 1

Original Contract Amount:	\$	2,417,666.25
Change Order No. 1	\$	55,760.00
<b>Revised Contract Amount:</b>	<b>\$</b>	<b>2,473,426.25</b>

D. EFFECT OF CHANGE ON CONTRACT TIME

As requested by the contractor, a total of 171 calendar days will be added to this project due to delays from franchise utility company relocations.

Original Contract Time	270	calendar days
Change Order No. 1	171	calendar days
<b>Revised Contract Time:</b>	<b>441</b>	<b>calendar days</b>

Original Notice to Proceed Sent May 5, 2015 ..... Start Date, May 18, 2015

Original Contract Time (270 Calendar Days) ..... Completion Date, February 12, 2016

Revised Contract Time (441 Calendar Days) ..... Revised Completion Date August 1, 2016

END OF SECTION



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** March 8, 2016  
**Department:** Planning  
**Prepared By:** Renae' Ollie  
**Date Prepared:** February 29, 2016

**Item Number:** D  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Consider, and act upon, approval of a Final Plat for Kreymer Park, developing 151 residential lots, generally located on East Stone Road approximately 2000' south of East Brown Street.

### Recommendation

Motion to approve a Final Plat for Kreymer Park, developing 151 residential lots, generally located on East Stone Road approximately 2000' south of East Brown Street.

### Discussion

**OWNER: Kreymer Park Partners, LP**

**ENGINEER: Dietz**

The property totals 45.57 acres and will create 151 single-family residential lots and three open space lots for park and recreational purposes. The subject property is part of the Kreymer Park development approved in September 2015 as a Planned Development District (PD 2015-29).

Lots 1X and 2X are dedicated to and owned by the City and will be maintained by the Kreymer Park HOA. Lot 3X is a smaller open space area that the HOA will retain ownership of.

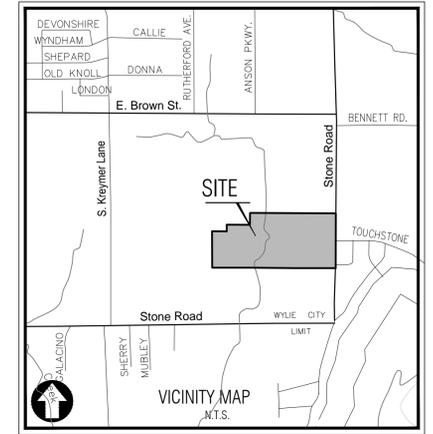
The plat also dedicates necessary rights-of-way, and utility easements. This dedication includes a 10' utility easement along each front yard for franchise utilities (which was added after the Preliminary Plat was approved).

This Final Plat complies with the approved Development Plan & Concept Plan which was approved with the PD for the development.

#### Planning & Zoning Commission Discussion

The Planning and Zoning Commission voted 5-0 to recommend approval, subject to additions and alterations as required by the City Engineering Department.

Drawing name: C:\Users\ydz\Dropbox (dietz engineering)\Project\AD-001.dwg; CURRENT PRE-PLAT.FINAL PLAT.dwg; Plotted on: Feb 04, 2016 - 5:13pm



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRG.	CH. DIST.
C1	80.70'	200'	23°07'12"	N77°07'20"W	80.16'
C2	115.11'	200'	32°58'52"	S17°48'20"W	113.52'
C3	51.60'	300'	09°51'20"	N29°21'56"E	51.54'
C4	120.92'	300'	23°05'38"	N12°53'28"E	120.10'
C5	140.65'	500'	16°07'14"	S09°24'16"W	140.21'
C6	176.57'	400'	25°17'28"	S13°59'23"W	175.14'
C7	71.47'	45.5'	90°00'00"	N46°20'43"E	64.35'
C8	71.47'	45.5'	90°00'00"	S43°39'17"E	64.35'
C9	119.41'	400'	17°06'15"	S09°43'42"W	118.97'
C10	22.85'	30'	43°38'49"	N20°30'20"W	22.30'
C11	80.83'	100'	46°18'50"	S65°31'31"E	78.65'
C12	41.09'	345'	6°49'30"	N30°52'52"E	41.07'
C13	96.60'	50'	110°41'40"	S35°56'29"W	82.26'
C14	86.79'	50'	99°22'00"	S41°33'47"W	76.29'
C15	100.61'	50'	115°17'40"	N33°41'47"E	84.48'

**LEGEND**

- I.R.F. = IRON ROD FOUND
- I.R.S. = IRON ROD SET

**NOTES**

1. ALL DRAINAGE EASEMENTS WILL BE HOA MAINTAINED.
2. LOT 3X WILL BE HOA OWNED AND MAINTAINED.



SCALE: 1" = 100'



**FINAL PLAT  
KREYMER PARK**

A PLANNED DEVELOPMENT  
for 151 Single-Family lots  
An addition to the City of Wylie  
Collin County, Texas  
Being 45.57 acres of land situated in the  
Francisco La Pina Survey, Abst. No. 688  
City of Wylie, Collin County, Texas  
January, 2016  
Sheet 1 of 2

\* LOT 1X, LOT 2X, AND LOT 3X ARE OPEN AREAS THAT ARE DEDICATED TO AND OWNED BY THE CITY OF WYLIE AND MAINTAINED BY THE HOA.

**OWNER / DEVELOPER:**  
Kreymer Park Partners, LP  
5055 Keller Springs Road, Suite 450  
Dallas, TX 75001

**PREPARED BY:**  
dietz engineering  
205 s. alma drive  
allen . texas . 75013  
(972) 889.9977

PROPERTY OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, \_\_\_\_\_ is(are) the Owner(s) of a tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, Appropriate County of Record, Texas and being out of a \_\_\_\_\_ acre tract conveyed to him(them) by Crosscountry Villas,LLC., and a 45.5675 acre tract conveyed to him(them) by John Willis Kreymer, and being more particularly described as follows:

Being a tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, in the City of Wylie, Collin County, Texas, being that same tract of land conveyed to Crosscountry Villas,LLC., by deed recorded in Instrument No. 20110812000853240, of the Deed Records of Collin County, Texas, together with a tract of land conveyed to John Willis Kreymer by deed recorded in Volume 1685, Page 938 of the Deed Records of Collin County, Texas, together with that same tract of land conveyed to Dot Marie Kreymer by deed recorded in Volume 5066, Page 2963 of the Deed Records of Collin County, Texas and also together with a tract of land conveyed to Crosscountry Villas, LLC by deed recorded in Instrument No. 20131120001562630 of Deed Records of Collin County, Texas and being all together more particularly described by metes and bounds as follows:

Beginning at a point for corner in the approximate centerline of E. Stone Road, said point being the Northeast corner of a tract of land conveyed to Wesley G. Jones by deed recorded in File No. 96-0017643 of the Deed Records of Collin County, Texas, same being the Southeast corner of said Crosscountry Villas, LLC tract recorded in Instrument No. 20131120001562630, and being the Southeast corner of herein described tract;

Thence North 89 Degrees 05 Minutes 37 Seconds West, along the North line of said Jones tract, a distance of 723.31 feet to a 3/8 inch iron rod found for corner, said point being the Northwest corner of a tract of land conveyed to Frances Morgan by deed recorded in Instrument No. 20080131000122560 of the Deed Records of Collin County, Texas, same being the Northeast corner of a tract of land conveyed to Carrol Calvin Holley and Beverly Kay Holley by deed recorded in Volume 2387, Page 828 of the Deed Records of Collin County, Texas;

Thence North 88 Degrees 15 Minutes 45 Seconds West, along the North line of said Holley tract, passing then the Northeast corner of a tract of land conveyed to Kathleen M. Kerin by deed recorded in Volume 4770, Page 1994 of the Deed Records of Collin County, Texas, and continuing along the North line of said Kerin tract, for a total distance of 804.71 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS", from which a 1/2 inch iron rod bears S 89 Degrees 56 Minutes 44 Seconds W, a distance of 17.76 feet;

Thence North 89 Degrees 05 minutes 05 Seconds West, continuing along the North line of said Kerin tract, passing the Northeast corner of a tract of land conveyed to William J. Hubeny and Phyllis J. Hubeny by deed recorded in Instrument No. 91-0067883 of Deed Records of Collin County, Texas, and continuing along the North line of said Hubeny tract, passing then the Northeast corner of a tract of land conveyed to Chad Meredith Packard and Bethany Lynn Packard by deed recorded in File No. 93-0093792 of the Deed Records of Collin County, Texas, and continuing along the North line of said Packard tract, for a total distance of 679.48 feet to a 1/2 inch iron rod found for corner (Controlling Monument) in the East line of a tract of land conveyed to John Frederick Reschke II, by deed recorded in Instrument No. 2010052100511250 of the Deed Records of Collin County, Texas, said point being the Northwest corner of said Packard tract, same being the Southwest corner of herein described tract;

Thence North 00 Degrees 40 Minutes 48 Seconds West, along the East line of said Reschke tract, passing along the East line of a tract of land conveyed to Guy L. Cates and wife, Elaine Cates by deed recorded in Instrument No. 20070627000881390 of the Deed Records of Collin County, Texas, a tract of land conveyed to Abby Gay Sandoval by deed recorded in Volume 5780, Page 715 of the Deeds Records of Collin County, Texas, and a tract of land conveyed to John A. Yates and wife, Diana Kay Yates by deed recorded in File 96-0070802 of the deed records of the Collin County, Texas, for a total distance of 648.73 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS" in the East line of said Yates tract, said point being the Southwest corner of a tract of land conveyed to Todd Brammer and Kim Brammer by deed recorded in Instrument No. 20080130000115020 of the Deed Records of Collin County, Texas, same being the Northwest corner of herein described tract;

Thence South 88 Degrees 40 Minutes 56 Seconds East, along the South line of said Brammer tract, a distance of 263.10 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS", said point being the Southeast corner of said Brammer tract;

Thence North 01 Degrees 19 Minutes 04 Seconds East, along the East line of said Brammer tract, a distance of 118.84 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS", said point being the Southwest corner of a tract of land conveyed to Todd Brammer and Kim Brammer by deed recorded in Instrument No. 20070608000779090 of the Deed Records of Collin County, Texas;

Thence South 88 Degrees 40 Minutes 56 Seconds East, along the East line of said Brammer tract, recorded in Instrument No. 20070608000779090, a distance of 414.86 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS", said point being the Southeast corner of said Brammer tract recorded in Instrument No. 20070608000779090;

Thence North 01 Degrees 19 Minutes 04 Seconds East, along the East line of said Brammer tract recorded in Instrument No. 20070608000779090, a distance of 210.47 feet to a 1/2 inch iron rod set for corner with a yellow cap stamped "TXHS" in the South line of a tract of land conveyed to Garner Koch by deed recorded in Volume 5733, Page 2432 of the Deed Records of Collin County, Texas, said point being the Northeast corner of said Brammer tract recorded in Instrument No. 20070608000779090, same being the most northerly Northwest corner of herein described tract;

Thence South 88 Degrees 42 Minutes 43 Seconds East, along the South line of said Koch tract, passing the Southeast corner of said Koch tract, same being the Southwest corner of a tract of land conveyed to Robert Kreymer by deed recorded in Volume 2967, Page 275 of the Deed Records of Collin County, Texas, at a distance of 195.26 feet and continuing along the South line of said Kreymer tract, for a total distance of 1534.30 feet to a 1/2 inch iron rod set for corner in the approximate centerline of said E. Stone Road, said point being the Southeast corner of said Robert Kreymer tract, same being the Northeast corner of said John Willis Kreymer tract and being the Northeast corner of herein described tract;

Thence South 01 Degrees 10 Minutes 34 Seconds West, along the approximate centerline of said E. Stone Road, along the East line of said John Willis Kreymer tract, along the East line of said Crosscountry Villas, LLC tract and along the East line of said Dot Marie Kreymer tract, for a total distance of 974.73 feet to the POINT OF BEGINNING and containing 1,984,922 square feet or 45.5675 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, acting herein by and through his (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as \_\_\_\_\_, on 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 esements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof. City of Wylie, Texas Subdivision Ordinance

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 plotting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

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

BY:

\_\_\_\_\_  
Authorized Signature of Owner

\_\_\_\_\_  
Printed Name and Title

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 \_\_\_\_\_ Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

\_\_\_\_\_  
Signature of Registered Public Land Surveyor  
Registration No. 4369  
Date \_\_\_\_\_

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 Wendell R. Day, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed. Given under my hand and seal of office, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

*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 _____ subdivision or addition to the City of Wylie was submitted to the City Council on the _____ day of _____, 20____, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.	
Witness my hand this _____ day of _____, A.D., 20____.	
_____ City Secretary City of Wylie, Texas	
NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.	



NORTH

SCALE: 1" = 100'



FINAL PLAT  
KREYMER PARK

PLANNED DEVELOPMENT  
An addition to the City of Wylie  
Collin County, Texas  
Being 45.57 acres of land  
situated in the  
Francisco La Pina Survey, Abst. No. 688  
City of Wylie, Collin County, Texas  
January, 2015

Sheet 2 of 2

OWNER / DEVELOPER:  
Kreymer Park Partners, LP  
5055 Keller Springs Road, Suite 450  
Dallas, TX 75001

PREPARED BY:  
dietz engineering  
205 s. alma drive  
allen . texas . 75013  
(972) 889.9977



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** March 8, 2016  
**Department:** Planning  
**Prepared By:** Renaë Ollie  
**Date Prepared:** February 26, 2016

**Item Number:** E  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \$ \_\_\_\_\_  
**Exhibits:** 5

### Subject

Consider, and act upon, Ordinance No. 2016-04, amending the zoning from Single-Family Residential (SF-10/24) to Neighborhood Service with Specific Use Permit (NS-SUP) to allow Assisted Living Facility with 9x18 parking spaces on 3.126 acre tract of land situated in the D. Williams Survey, Abstract 1021. Property generally located northeast corner of West Brown Street and Westgate Way. **ZC 2016-01**

### Recommendation

Motion to adopt Ordinance No. 2016-04, amending the zoning from Single-Family Residential (SF-10/24) to Neighborhood Service with Specific Use Permit (NS-SUP) to allow Assisted Living Facility with 9x18 parking spaces on 3.126 acre tract of land situated in the D. Williams Survey, Abstract 1021. Property generally located northeast corner of West Brown Street and Westgate Way. **ZC 2016-01**

### Discussion

**Owner:** Birmingham Land LTD

**Applicant:** Global Senior Housing

Zoning Case 2016-01 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 an Assisted Living Facility and will provide a minimum of 60 – 9x18 parking spaces.

Exhibits A (Legal Description), B (Specific Conditions), C (Concept Plan) are included and made a part of this Ordinance.

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

**ORDINANCE NO. 2016 - 04**

**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 2016-01, FROM SINGLE-FAMILY RESIDENTIAL (SF-10/24) TO NEIGHBORHOOD SERVICE WITH SPECIFIC USE PERMIT (NS-SUP) TO ALLOW ASSISTED LIVING FACILITY WITH 9X18 PARKING SPACES ON 3.126 ACRE; 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 Neighborhood Service with Specific Use Permit (NS-SUP-2016-XX), said property being described in Exhibit "A" (Legal Description), Exhibit "B" (Special Conditions), and Exhibit "C" (Concept Plan) attached hereto and made a part hereof for all purposes.

SECTION 2: 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 3: 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 4: 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 5:** 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 6:** 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 7:** 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 8<sup>th</sup> day of March, 2016.

---

Eric Hogue, Mayor

ATTEST:

---

Carole Ehrlich, City Secretary

*DATE OF PUBLICATION:* March 16, 2016, *in the* Wylie News

## EXHIBIT 'A'

### 3.126 Acre Tract

Whereas, Birmingham Land Ltd., a Texas Limited Partnership is the sole owner of a 3.126 acre tract of land situated in the D. Williams Survey, Abstract No. 1021, in the City of Wylie, Collin County, Texas and being a portion of a tract of land described in deed to Birmingham Land Ltd., recorded in County Clerk's File No. (CC#) 94-0029675, Deed Records, Collin County, Texas (D.R.C.C.T.). Bearing basis is the South line of tract of land described in deed to RH of Texas Limited Partnership, recorded in CC# 2001-0046926 D.R.C.C.T. said 3.126 acre tract of land, being more particularly described by metes and bound as follows:

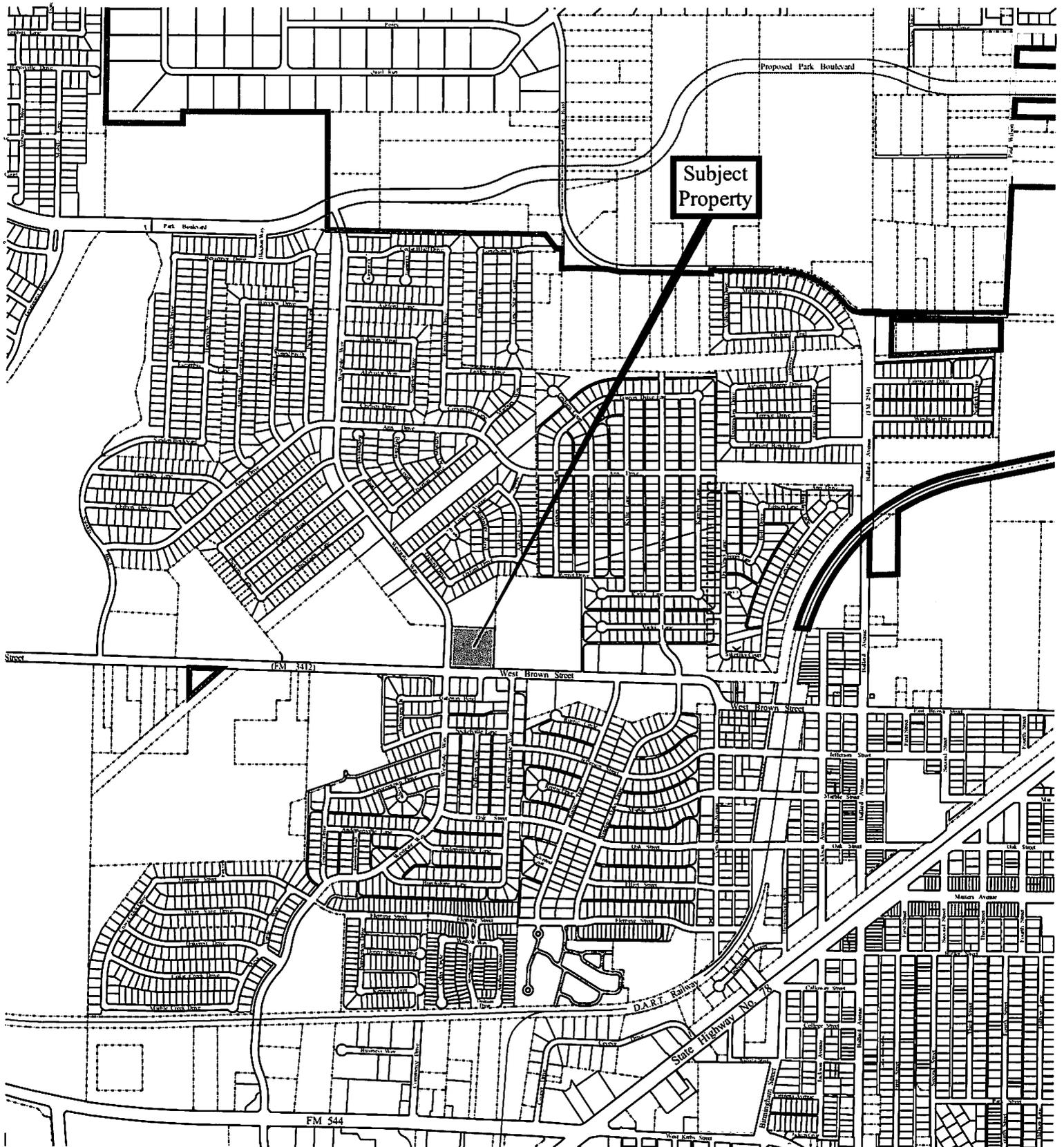
BEGINNING, at a wood monument found in the North right-of-way line of Brown Street (F.M. Hwy. No. 3412 - a variable width right of way), being the Southwest corner of a tract of land, described in deed to the Wylie Independent School District, recorded in Volume 930, Page 145, Deed Records, Collin County, Texas, and the common Southeast corner of said Birmingham Land Ltd., tract;

THENCE, North 87 degrees 22 minutes 14 seconds West, along the North right-of-way line of said Brown Street, a distance of 383.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" set for the Southeast corner of a tract of land described as tract 2B in deed to Centex Homes, a Nevada General Partnership, recorded in CC# 2001- 0042153, (D.R.C.C.T);

THENCE, North 02 degrees 37 minutes 46 seconds East, along the East line of said Tract 2B, a distance of 357.19 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" found for the Northeast corner of said Tract 2B and the common Southwest corner of a tract of land described in deed to R. H. of Texas, L.P., recorded in CC# 2001-0046926, D.R.C.C.T.;

THENCE, South 87 degrees 22 minutes 14 seconds East, along the South line of said R.H. of Texas Tract, a distance of 379.25 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" found in the West line of said Wylie Independent School District Tract;

THENCE, South 02 degrees 00 minutes 57 seconds West, along the West line of said Wylie Independent School District Tract, a distance of 357.21 feet to the POINT OF BEGINNING, and containing 3.126 acres of land, more or less.



LOCATION MAP  
ZONING CASE #2016-01

**Exhibit "B"**  
**Special Conditions**  
**(Zoning Case 2016-01)**

**1.0 GENERAL DESCRIPTION**

Global Senior Assisted Living Residences, Summary of SUP Zoning Request

Developer requests Rezoning of the approximately 3.1 acre Site at the northeast corner of Brown Street and Westgate Way from SF 10/24 to Neighborhood Services with a SUP for Assisted Living Apartment as defined in the City Zoning Code.

The associated Concept Plan incorporates the developers building footprint and land plan, and requires two variances to work.

**2.0 SPECIAL CONDITIONS**

**2.1 PARKING:**

**PARKING REQUIRED**

ALL PARKING SHALL BE 9'x18'

TOTAL PARKING REQUIRED - 60 SPACES

TOTAL HANDICAP SPACES REQUIRED - 2 PER BUILDING, (8 TOTAL, OF THE 60 PROVIDED)

**2.2 SCREENING:**

a. ORNAMENTAL METAL FENCING (WROUGHT IRON STYLE) TO PROVIDE UNCONFINED VIEW FOR RESIDENTS, WHOSE ROOMS HAVE WINDOWS FACING OUT TO ADJACENT PROPERTIES.

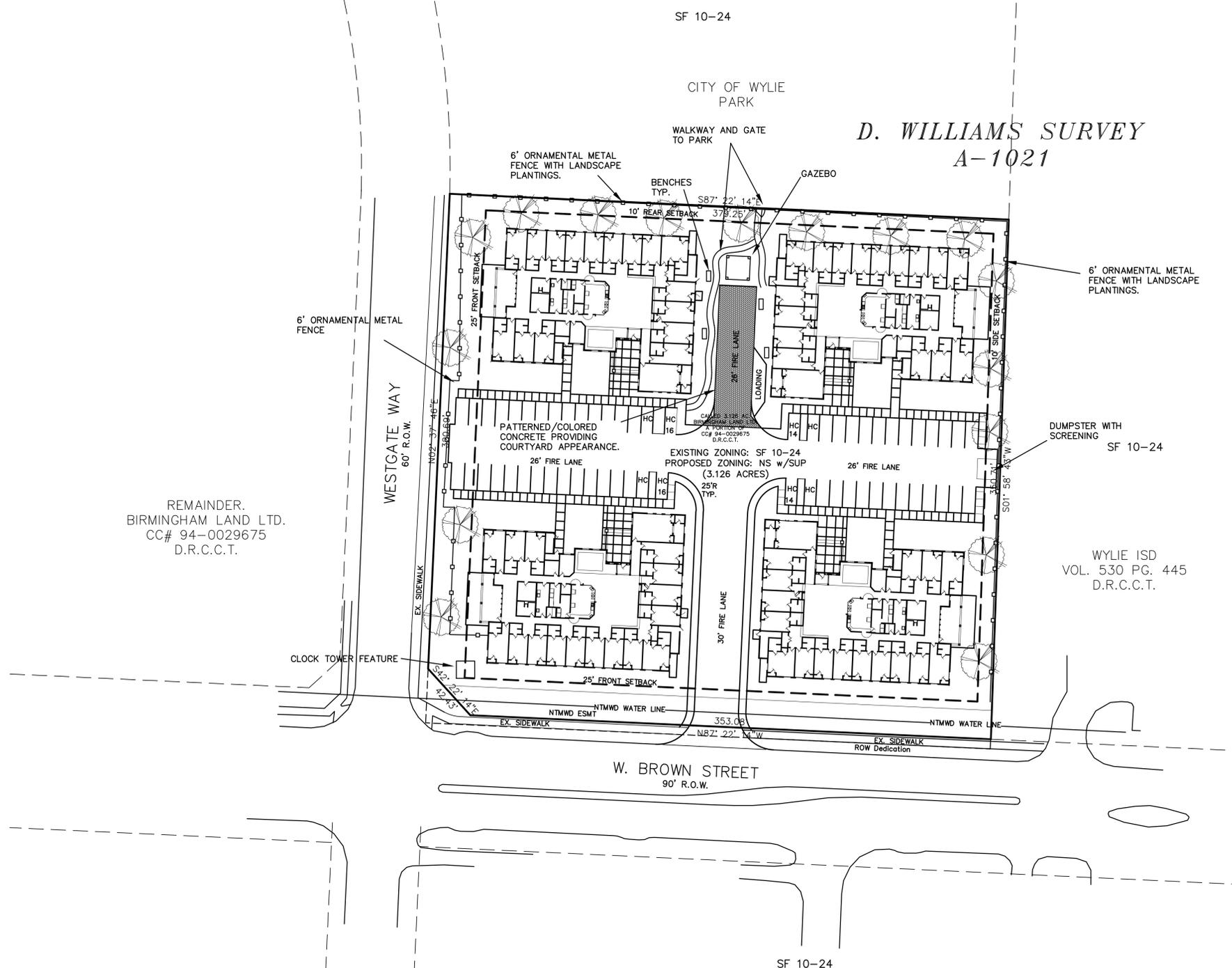
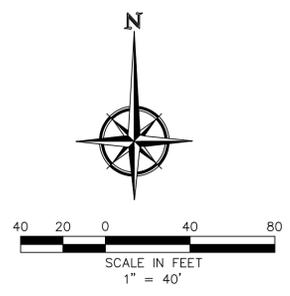
b. RESIDENTIAL APPEARANCE OF ALL BUILDING FACADES (NO BACKS OF BUILDINGS) SHOULD NOT BE OFFENSIVE TO PARK OR SCHOOL.

c. PLANTINGS ALONG FENCE WILL SOFTEN APPEARANCE

d. ACTUAL USES OF THE LAND BEING A CITY PARK TO THE NORTH AND AN ELEMENTARY SCHOOL TO THE EAST WOULD SUGGEST SCREENING OF THESE USES FROM THE RESIDENTIAL USE MANDATED BY THIS SUP COULD BE DEEMED NOT NECESSARY.

**2.3 FENCING:**

A FENCE OF LIKE MATERIAL TO FENCE IN 2.2a SHALL BE PLACED ALONG WESTGATE WAY FRONTAGE BOTH TO DISSUADE STREET PARKING ON WESTGATE WAY AND TO PROVIDE A SECURED OUTDOOR SPACE FOR THE MEMORY CARE RESIDENTS.



REMAINDER.  
BIRMINGHAM LAND LTD.  
CC# 94-0029675  
D.R.C.C.T.

WYLIE ISD  
VOL. 530 PG. 445  
D.R.C.C.T.

**SITE DATA**

**BUILDINGS 4**  
 BUILDING SF 11,800 EA., 47,200 TOTAL  
 BUILDING COVERAGE: 34.7%  
 BUILDING HEIGHT 34 FT. MAX. (ROOF PEAK)  
 LANDSCAPING REQUIRED: 20% OF SITE (NS)  
 LANDSCAPING PROVIDED: 47,400 sf (32.0%)  
 UNITS: 16 PER BUILDING, 64 TOTAL  
 PARKING REQUIRED BY USE 1 PER ROOM (64)  
 PARKING PROVIDED 60 (9'x18' spaces) (8 HANDICAP SPACES)  
 PARKING SPECIAL CONDITIONS REQUESTED:  
 REQ. FOR MEMORY CARE UNITS (32 UNITS, 0 SPACES)  
 REQ. FOR ASSISTED LIVING UNITS (32 UNITS, 1/2 = 16)  
 REQ. FOR VISITOR (64 UNITS, 1 PER 8 = 8)  
 REQ. FOR EMPLOYEES (20 EMPLOYEES MAX SHIFT = 20)  
 REQ. HANDICAP PARKING 2 PER BUILDING (8 OF TOTAL)  
 REQUIRED BY OPERATOR 44, PROVIDED 60, (8 HC)

**SCREENING:** ORNAMENTAL METAL FENCING (WROUGHT IRON STYLE) TO PROVIDE UNCONFINED VIEW FOR RESIDENTS. RESIDENTIAL APPEARANCE OF ALL BUILDING FACADES (NO BACKS OF BUILDINGS) SHOULD NOT BE OFFENSIVE TO PARK OR SCHOOL. PLANTINGS ALONG FENCE WILL SOFTEN APPEARANCE.  
**FENCING:** ORNAMENTAL METAL FENCING REQUIRED ALONG WESTGATE WAY TO DISCOURAGE STREET PARKING AND TO PROVIDE SECURED OUTDOOR SPACE FOR MEMORY CARE UNITS.

**DESIGN STANDARDS POINT TABULATION FOR SITE:**

- SITE DESIGN DESIRABLE ELEMENTS (4 of 8 required):**
1. Building At front Building Line.
  2. Front Facade Oriented to the Street.
  3. Site Plan with no more than 50% of parking in front of building.
  4. Building with no more than one row of parking front.

- LANDSCAPE DESIGN DESIRABLE (4 of 8 required):**
1. Landscaping that exceeds the minimum by 10%.
  2. Landscaping in side and rear yard not otherwise required.
  3. Landscaping 10% or more in excess of 50 sf/space.
  4. Landscaped Pedestrian connection to main entrance.

- ARCHITECTURAL DESIGN DESIRABLE (3 OF 6 Required):**
1. USE OF 2 COMPLEMENTARY PRIMARY FACADE MATERIALS TO HELP ACHIEVE FACADE ARTICULATION, VISUAL VARIETY AND/OR ARCHITECTURAL DETAILING.
  2. USE OF ARCHITECTURAL DETAILING AND/OR MATERIALS TO PROVIDE VARIETY IN VISUAL APPEARANCE.
  3. BUILDINGS WITH PITCH ROOFS MEETING MINIMUM REQUIREMENT OF RESIDENTIAL DEVELOPMENT. (6/12)
  4. BUILDINGS WITH HIP ROOF SECTIONS, DORMERS OR 2 OR MORE GABLE ROOF SECTIONS AT RIGHT ANGLES TO EACH OTHER.

**EXHIBIT "C"**

**CONCEPT PLAN**  
 GLOBAL SENIOR HOUSING  
 3.1 ACRES, 64 UNITS, 4 BUILDINGS  
 NE CORNER OF BROWN AND WESTGATE  
 CITY OF WYLIE, COLLIN COUNTY, TEXAS  
 ENGINEERING CONCEPTS & DESIGN, L.P.  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098  
 (972) 941-8400 FAX (972) 941-8401

DEVELOPER  
**GLOBAL SENIOR HOUSING, LLC.**  
 P.O. BOX 1297  
 EAGLE ID, 83616  
 OWNER  
**BIRMINGHAM LAND LTD.**  
 613 N.W. LOOP 410, STE 510  
 SAN ANTONIO TX, 78216



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** March 8, 2016  
**Department:** City Secretary  
**Prepared By:** C. Ehrlich  
**Date Prepared:** February 25, 2016

**Item Number:** F  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Resolution

### Subject

Consider, and act upon, Resolution No. 2016-XX(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2016-02(R) which ordered the May 7, 2016 General Election; Modifying the method of voting in Dallas and Rockwall Counties to paper ballots; and providing that the entire City shall constitute one election precinct for the election.

### Recommendation

Motion to approve, Resolution No. 2016-XX(R) of the City Council of the City of Wylie, Collin, Dallas and Rockwall Counties, Texas, amending Resolution No. 2016-02(R) which ordered the May 7, 2016 General Election; Modifying the method of voting in Dallas and Rockwall Counties to paper ballots; and providing that the entire City shall constitute one election precinct for the election.

### Discussion

Staff has researched with the Texas Secretary of State in the use of electronic I votronic ADA Terminals with tape and flashcard/headset. The SOS has determined that without the ERM computer which reads and compares the results of the tape to the memory flashcard, the machines are insufficient. The computers are only available to counties for purchase or lease. The Secretary of State recommends using paper ballots for Dallas and Rockwall County voters with an AutoMARK voting device for anyone unable to mark a paper ballot.

Below are the total number of registered voters and those that voted in each county during the May 10, 2015 General Election that would be casting a paper ballot.

RC (Wylie) registered voters (593)	Dallas County registered (236)
May 2015: 3 voted	May 2015: 0 voted
Runoff: 2 voted	Runoff 2015: 0 voted

All Collin County voters would vote as usual on DRE voting devices for early voting and Election Day. (Collin County registered voters – 23,459)

City costs to use paper ballots for Dallas and Rockwall County voters would be less than \$2,000

**RESOLUTION NO. 2016-07(R)**  
**RESOLUCION NO. 2016-07(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, COLLIN, DALLAS AND ROCKWALL COUNTIES, TEXAS, AMENDING RESOLUTION NO. 2016-02(R) WHICH ORDERED THE MAY 7, 2016 GENERAL ELECTION; MODIFYING THE METHOD OF VOTING IN DALLAS AND ROCKWALL COUNTIES TO PAPER BALLOTS; AND PROVIDING THAT THE ENTIRE CITY SHALL CONSTITUTE ONE ELECTION PRECINCT FOR THE ELECTION.**

**UNA RESOLUCION DEL CONCILIO DE LA CIUDAD DE WYLIE, CONDADOS DE COLLIN, DALLAS Y ROCKWALL, TEXAS, MODIFICA LA RESOLUCIÓN NO. 2016-02 (R) que ordenó los 7 DE MAYO DE, el año 2016 ELECCIÓN GENERAL; MODIFICAR el método de votación en Dallas y condados para ROCKWALL serán utilizados boletos de papel; Y siempre que el ciudad entera, ésta constituirá un precinto electoral para la elección.**

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

**AHORA, POR LO TANTO, SEA RESUELTO POR EL CONCILIO DE LA CIUDAD DE WYLIE, TEXAS, QUE:**

**SECTION 1:** Section 5 of Resolution No. 2016-02(R) is hereby amended as follows:

*SECCION 1:* La sección 5 de la Resolución No. 2016-02 (R) se modifica como sigue:

**“SECTION 5:** Direct Record Electronic (DRE) voting machines shall be used in this election for early voting by personal appearance and Election Day voting for Collin County Voters. Paper ballots shall be used for Dallas and Rockwall County voters and for all early voting by mail ballots.

*SECCION 5: Maquinas electronicas de registracion directa para votacion seran utilizadas en esta eleccion para votacion temprana en persona y para votacion el dia de la eleccion. Boletos de papel seran utilizados para votacion temprana por correo.”*

**SECTION 2:** The entire City shall constitute one election precinct for this election and the Smith Public Library, 300 Country Club Road, Bldg. 300, Wylie Texas, is hereby designated as the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract for election administration services.

*SECCION 2: La ciudad entera constituirá un precinto de elección para esta elección en la biblioteca publica de Wylie (Smith Public Library), 300 Country Club Road, Edificio 300, Wylie Texas, es designado el lugar de votación. Los oficiales de la elección y el número máximo de encargados de dicho lugar de votación serán determinados y nombrados de conformidad con lo dispuesto en el Contrato.*

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Collin, Dallas, and Rockwall Counties, Texas, on this the 8<sup>th</sup> day of March, 2016.

**DEBIDAMENTE PASADO Y APROBADO** por el Concilio de la Ciudad de Wylie, Condados de Collin, Dallas, y Rockwall, Texas, este dia 8 de marzo, 2016.

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Eric Hogue, Mayor

**ATTEST:**

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Carole Ehrlich, City Secretary



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>March 8, 2016</u>	<b>Item Number:</b>	<u>G</u> <i>(City Secretary's Use Only)</i>
<b>Department:</b>	<u>City Secretary</u>	<b>Account Code:</b>	<u>N/A</u>
<b>Prepared By:</b>	<u>C. Ehrlich</u>	<b>Budgeted Amount:</b>	<u>\$13,000</u>
<b>Date Prepared:</b>	<u>February 25, 2016</u>	<b>Exhibits:</b>	<u>5</u>

### Subject

Consider and act upon a contract between Elections System and Software (ES&S) and the City of Wylie for the lease of an AutoMARK voting machine and software programming to administer the May 7, 2016 General Election for Dallas and Rockwall County Voters.

### Recommendation

Motion to approve, a contract between Elections System and Software (ES&S) and the City of Wylie for the lease of an AutoMARK voting machine and software programming to administer the May 7, 2016 General Election for Dallas and Rockwall County Voters.

### Discussion

Staff is requesting approval of a contract with Elections System and Software (ES&S) to lease one AutoMARK voting machine and programmed software for the ballot style to be used in the May 7, 2016 City of Wylie General Election; for qualified voters within the City residing in Dallas and Rockwall Counties only. The machine will allow someone unable to cast a paper ballot, due to a disability to cast the paper ballot with assistance. The audio portion of the device will walk the voter through the selections to cast their paper ballot.

The Texas Election Code and Help America Vote Act (HAVA) require at least one form of ADA voting device be available at each polling place for voters unable to cast a regular ballot. In addition to the AutoMARK device for disabled voters; paper ballots will be available to Dallas and Rockwall County voters.

In addition to the above costs, 100 ballots and election kits will be provided by ES&S. City costs to use paper ballots for Dallas and Rockwall County voters will be approximately \$2,000.

**ELECTION SYSTEMS & SOFTWARE, LLC  
ONE-TIME RENTAL OF EQUIPMENT, SALE OF SERVICES AND LICENSE OF SOFTWARE**

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

**AND:** CITY OF WYLIE, TEXAS ("Customer").

**RECITALS:**

A. Customer has agreed to rent, license and purchase, as applicable, voter tabulation equipment and related software and services from ES&S for use in the **City of Wylie, Texas** (the "Jurisdiction"). The terms and conditions under which the equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in the Agreement and Amendments.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC  
11208 John Galt Blvd.  
Omaha, NE 68137  
Fax No.: (402) 970-1291

CITY OF WYLIE, TEXAS  
300 Country Club Rd.  
Wylie, TX 75098  
Fax No.: N/A

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RENTAL OF EQUIPMENT, SALE OF SERVICES AND LICENSE OF SOFTWARE  
GENERAL TERMS**

1. Description of Rental Equipment, Software and Services. The following constitutes all Rental Equipment, Software and Services to be provided by ES&S to Customer under this Agreement:

QUANTITY	MODEL	RENTAL EQUIPMENT DESCRIPTION	PRICE
<b>Covered Election:</b> May 7, 2016			
<b>ES&amp;S Equipment:</b>			
1	AutoMARK	AutoMARK Voter Assist Terminal with Transport Case, Power Cord, Ink Cartridge, 1GB Flashcard, Headset, Two (2) Privacy Sleeves, and Roundtrip Shipping & Handling	\$890.00
1		1GB Flashcard (Additional)	\$10.00
<b>ES&amp;S Services:</b>			
1		AutoMARK Installation/Acceptance Testing	\$105.00
<b>Total Rental Fees:</b>			<b>\$1,005.00</b>

**Payment Terms:**

**Invoicing will occur as Follows:**

Total Rental Fees of \$1,005.00 due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Delays in payment due to no fault of ES&S will be subject to interest charges in the maximum amount permitted by applicable law.

Equipment Rental Pricing includes Roundtrip Shipping and Handling.

In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Any applicable state and local taxes are not included, and are the responsibility of Customer.

If applicable, requested Ballot Printing and Shipping, Coding, and Ballot Layout will be invoiced separately.

2. Description of Services.

- a. Installation. Section 1 specifies the items of Rental Equipment or Software, if any, which ES&S' employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth in Section 1. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the Rental Equipment and Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the Rental Equipment and Software, and has electric current of sufficient quality and quantity to operate the Rental Equipment and Software, all as specified in the Rental Equipment Documentation or the Software Documentation (as each is defined below) (collectively the "Documentation"). ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any Rental Equipment or Software is installed. Customer shall be responsible for installing all items of Rental Equipment or Software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any Rental Equipment or Software by Customer.
- b. Additional Professional Services. If requested in writing by Customer, ES&S will provide additional Professional Services support to Customer at ES&S's then-applicable rates for such services.

## TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT

3. Items Included in Rental Equipment. In addition to the Rental Equipment, ES&S will also provide Customer with copies of operating instructions, user manuals and training materials for the Rental Equipment ("Rental Equipment Documentation"). Certain items included in the Rental Equipment may have been manufactured by parties other than ES&S; any such items are separately identified in Section 1 and are collectively known as "Non-ES&S Rental Equipment". Customer acknowledges and agrees that, except for the payment to ES&S of the amount dues under Section 1 which is attributable to the Non-ES&S Rental Equipment, all of its rights and obligations with respect to the Non-ES&S Rental Equipment flow from and to the manufacturers, lessors or other vendors of the Non-ES&S Rental Equipment (collectively the "Third Party Rental Equipment Vendors"). Customer further acknowledges that it has received copies of all applicable Third Party Rental Equipment Vendor Documentation, warranties and other applicable information regarding its rights and obligations with respect to the Non-ES&S Rental Equipment.
4. Warranty. ES&S warrants that any ES&S-manufactured scanning equipment included in the Rental Equipment ("Scanning Equipment") will perform in accordance with the specifications set forth in the Rental Equipment Documentation and will be free from defects in material and workmanship under normal use and service for the Rental Term (the "Warranty Period"). ES&S' sole obligation under this Section 4 shall be to repair or replace the Scanning Equipment or the applicable parts thereof, at its sole expense, at Customer's location or at ES&S's facilities, as determined by ES&S in its sole discretion. Any repaired or replaced Scanning Equipment or parts thereof shall be warranted only for the unexpired term of the original Warranty Period. All replaced Scanning Equipment or parts thereof will become the property of ES&S on an exchange basis. The warranty provided by ES&S under this Section 4 does not apply to and shall not require ES&S to repair or replace any item (i) which requires repair or replacement due to normal wear and tear caused solely by Customer use, (ii) which has been repaired, altered or transported by persons other than ES&S authorized Representatives, (iii) from which any serial number has been removed, defaced or changed, (iv) which is damaged due to accident, disaster, theft, vandalism, neglect, abuse, use for a purpose other than the purpose for which such item is designed or use which is not in accordance with instructions furnished by ES&S, (v) which has been subjected to physical, mechanical or electrical design alterations or any conversion by persons other than ES&S personnel, (vi) which has been used by any person other than Customer's employees or persons under Customer's direct supervision; (vii) which has been used in a site not meeting the specifications set forth in Section 2(a) above; (viii) has been used with ballots other than ES&S copyrighted ballots; or (ix) have been used with ballot code stock other than ballot code stock supplied or approved by ES&S.
5. Rental Payments. The rental payment for each item included in the Rental Equipment for the Rental Term (defined below) is set forth in Section 1 above, and the total amount thereof shall be paid in accordance with the terms of Section 1. Customer shall notify ES&S if it desires to rent additional items of Rental Equipment. If ES&S agrees to rent such items to Customer, the parties shall amend Section 1 of this Agreement to include such items within the definition of "Rental Equipment" and Customer shall pay to ES&S rental payments for each such item at ES&S's then-current rental rates.
6. Rental Term. The period during which Customer shall rent the Rental Equipment from ES&S shall be in effect from **April 1, 2016 through May 30, 2016**, unless earlier terminated pursuant to this Agreement (the "Rental Term"). The Rental Term shall terminate upon the first to occur of (i) a breach of any provision herein applicable to the Rental Equipment which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer's Board of Supervisors to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S liquidated damages equal to the present value of the remaining monthly amounts owing hereunder, discounted at the rate of 8% per annum. Further, in the event of a termination by the Customer in accordance with Section 6(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the Rental Equipment to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the Rental Equipment to ES&S no later than ten (10) calendar days following the termination of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the Rental Equipment is returned to ES&S in accordance herewith.

## TERMS AND CONDITIONS RELATING TO SOFTWARE

7. Grant of License.
- a. In General. ES&S hereby grants to Customer a nonexclusive and nontransferable license during the Rental Term for its bona fide full-time employees to Use (defined below) the Software designated in Section 1.
  - b. Third Party Software. Customer acknowledges that ES&S does not own the Software designated in Section 1 as "Third Party Software" or the accompanying operating instructions, user manuals and training materials relating thereto (the "Third Party Software Documentation") (the ES&S Software Documentation and the Third Party Software Documentation sometimes collectively the "Software Documentation"). Customer further acknowledges that, except for the payment of license fees attributable to the Third Party Software and the Third Party Software Documentation (collectively the "Non-ES&S Software Items"), which shall be paid directly to ES&S pursuant to Section 1 above, all of its rights and obligations with respect to the Non-ES&S Software Items flow from and to the vendors of the Non-ES&S Software Items (the "Third Party Vendors"). Customer further acknowledges that it has received copies of all applicable license agreements for the Non-ES&S Software Items from the Third Party Vendors. None of the Non-ES&S Software Items has been independently authenticated in whole or in part by ES&S, and none of ES&S' representations, warranties, covenants or agreements set forth herein apply with respect to the Non-ES&S Software Items unless otherwise specifically stated herein.
  - c. Definition of Use. For purposes of this Agreement, the term "Use" shall mean the right to copy or utilize all or any portion of the instructions or data of the ES&S Software from tangible media supplied by ES&S ("Tangible Media"). The ES&S Software may be used only for internal purposes and shall not be used by, for, or on behalf of, third parties. "Use" shall also mean the right to retain and consult the ES&S Software Documentation. Customer's right to Use the ES&S Software and the ES&S Software Documentation shall not include the right to do any of the following:
    - i. Copy, in whole or in part, any ES&S Software (except for backup and archive purposes and provided that no more than one copy may be in existence at any one time for such purposes), any Tangible Media or any ES&S Software Documentation;
    - ii. Reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the ES&S Software or the structural framework of the ES&S Software;
    - iii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or the ES&S Software Documentation, in whole or in part, to or by any third party without Licensor's prior written consent;
    - iv. Modify, enhance or otherwise change the ES&S Software;
    - v. Use the ES&S Software except as specified in the ES&S Software Documentation or as otherwise authorized by ES&S in writing; or
    - vi. Use the ES&S Software on more items of Designated Equipment unless authorized in writing by ES&S.
8. Fees. The license fees for the ES&S Software, the ES&S Software Documentation, the Third Party Software and the Third Party Documentation (collectively the "Licensed Items") for the Rental Term are set forth in Section 1 above and shall be paid in accordance with the terms of Section 1.
9. Term; Termination. The license granted herein shall become effective on the date the ES&S Software is installed by Customer (the "Start Date") and shall remain in force during the Rental Term. Upon termination of the license, Customer shall immediately return the ES&S Software and any other Confidential Information in its possession or under its control (including any and all copies) to ES&S. Termination of the license pursuant to this provision is in addition to any other remedies available to ES&S at law or in equity.
10. Title; Copyright Notice. Customer acknowledges and agrees that: (a) all right, title and interest in and to the ES&S Software, the ES&S Software Documentation and the Tangible Media is owned by ES&S, and Customer has only a limited license to Use such items during the Software License Term. Customer agrees not to challenge ES&S's right, title and interest in and to the ES&S Software, the ES&S Software Documentation or the Tangible Media and to notify

ES&S immediately if it becomes aware of any such challenge. Customer shall include the copyright and proprietary rights notices which are set forth on each item of Tangible Media on any copies of the Software which are made from such item of Tangible Media. Likewise, Customer shall include the copyright and proprietary rights notices which are set forth on each item of Documentation on any copies thereof.

11. Export. Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses. Licensee further agrees that its obligations pursuant to this Section 11 shall survive and continue after the termination of this Agreement.

#### TERMS AND CONDITIONS RELATING TO RENTAL EQUIPMENT AND SOFTWARE

12. Limitation on Liability. ES&S' total liability to Customer for any losses, damages, costs or expenses of any nature, whether direct or indirect, arising from or relating to ES&S' performance of this Agreement or the products or services provided by ES&S hereunder, shall be limited to the aggregate amount paid by Customer to ES&S for the product(s) or services(s) that caused the losses or damages or are the subject matter of the claim or cause of action. By entering into this Agreement, Customer agrees to accept responsibility for (i) the selection of the Rental Equipment and Software to achieve Customer's intended results; (ii) the use (Use) of the Rental Equipment and Software; (c) the results obtained from the use of the Rental Equipment and Software; and (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Rental Equipment or Software.
13. Shipment; Title and Risk of Loss. ES&S will ship the Rental Equipment and Software by common carrier to Customer on a date mutually agreed upon by ES&S and Customer, and risk of loss with respect to the Rental Equipment and Software shall pass to Customer when such items are delivered to Customer's place of business. Title to the Rental Equipment shall remain in ES&S. ES&S shall also bear the risk of loss with respect to the Rental Equipment (except that Customer shall bear the risk of loss with respect to, or damage to, the Rental Equipment which is caused by fire, the elements, theft, vandalism, negligent or intentional acts of Customer's employees or other events which are within the control of Customer). During the period in which this Agreement is in effect, Customer shall, at its sole expense, maintain the Rental Equipment in good operating condition and repair and protect the Rental Equipment from deterioration other than normal wear and tear and shall procure and maintain insurance on the Rental Equipment to adequately insure the risks of loss for which Customer is responsible hereunder. Upon request, Customer shall provide ES&S with copies of any and all policies procured and maintained by Customer insuring Customer's risks of loss hereunder. Customer shall not use the Rental Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the Rental Equipment or affix to or install on the Rental Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the Rental Equipment from the place where it was originally installed without ES&S' prior written consent and shall make the Rental Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of Rental Equipment to any real property if, as a result thereof, such item of Rental Equipment will become a fixture under applicable state law.

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Carlos H. Cascos  
Secretary of State

March 3, 2016

Carole Erlich  
City Secretary  
City of Wylie  
300 Country Club Road  
Wylie, Texas 75098

Dear Carole:

We are in receipt of a copy of the lease agreement between the City of Wylie and Elections Systems & Software ("ES&S") which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract and information indicates that the school district will lease ES&S's AutoMark Voter Assist Terminal. This letter will serve as confirmation from our office that the items listed in the contract are certified for use in Texas. Enclosed is a copy of certification for the approved ES&S equipment and software.

If you have any further questions, please feel free to contact our office toll-free at 1-800-252-VOTE(8683).

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Ingram".

Keith Ingram  
Director of Elections

KI:CA

# The State of Texas



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Nandita Berry  
Secretary of State

## REPORT OF REVIEW OF ES&S UNITY 3.4.1.0 and DS200 PRECINCT TABULATOR and DS850 CENTRAL COUNT TABULATOR

### PRELIMINARY STATEMENT

On June 9th and 10th, 2014, Election Systems & Software (the "Vendor") presented Unity 3.4.1.0, and AutoMARK Voting Systems for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Ms. Christina Worrell Adkins, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems; and
2. Ms. Katherine Cary, Texas Attorney General's employee.

On June 9, 2014, Mr. Berger, Mr. Watson, Dr. Sneeringer, and Ms. Adkins witnessed the installation of the Unity 3.4.1.0 software and firmware that the Secretary of State Office received directly from the Independent Testing Authority. Ms. Adkins and Yahitza Nunez, a staff attorney with the Secretary of State, examined the accessibility components of the AutoMARK.

On June 10, 2014, the Vendor demonstrated the system, answered questions presented by the examiners, and test ballots were then processed on each voting device. The results were accumulated and later verified for accuracy by the Secretary of State staff.

Examiner reports on the system are attached hereto and incorporated herein by this reference.

On July 16, 2014, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

### BRIEF DESCRIPTION OF UNITY 3.4.1.0 & DS200 PRECINCT TABULATOR & DS850 CENTRAL COUNT TABULATOR

Unity 3.4.1.0 Voting System supports the Model 100, Model 650, DS200 and DS850.

With the exception of the DS200, DS830, LogMonitor Service, and the VAT previewer, the products listed below are upgrades to previous qualified versions of either hardware and/or software that have been certified for use in the State of Texas.

The Unity 3.4.1.0 Voting System has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2002 Voting System Standards (2005 VSS) and the 2005 Voluntary Voting System Guidelines (VVSG). It has received Elections Assistance Commission (EAC) # ESSUnity3410 on July 21, 2009.

<b>Component</b>	<b>Version</b>	<b>Description</b>
Election Data Manager (EDM)	7.8.2.0	Database system that stores all of a jurisdiction's election information data
ESS Image Manager (ESSIM)	7.7.2.0	Software to design and print ballots with the election information stored in Election Data Manager
Hardware Programming Manager (HPM)	5.9.0.0	Software to import, format, and convert the election definition files for ballot scanning equipment
Election Reporting Manager (ERM)	7.9.0.0	Software to tabulate and generate reporting of election results
Audit Manager	7.5.2.0	Software to track user activity
LogMonitor Service	1.1.0.0	
VAT Previewer	1.3.2907	
M100 Precinct Counter	5.4.4.5	Precinct optical scanner
M650 Central Counter	2.2.2.0	Central Count Tabulator
DS200 Precinct Counter	1.7.0.0	Precinct optical scanner
DS850 Count Counter	2.9.0.0	Central Tabulator
AutoMARK (AIMS)	1.3.257	Information management software that compiles and organizes the data needed to print ballots and prepare the AutoMARK Voter Assist Terminal (VAT)
AutoMARK (VAT) v. 1.0 & 1.1	1.3.2907	Accessible electronic ballot marker

## FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and Texas voting system examiner reports.

The Unity 3.4.1.0 Voting System and the DS200 precinct tabulator and DS850 central count tabulator:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and complies with the error rate standards of the adopted federal voting system standards;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting;
10. Are capable of permitting straight-party voting; and
11. Are capable of providing records from which the operation of the system may be audited.

#### CONDITIONS

1. The M100 and DS200 are certified for use only as precinct ballot counter on election day. The M100 and DS200 may not be used as precinct ballot counters during the early voting period because the system does not have the ability to comply with 1 T.A.C. 81.52(h), which requires a precinct ballot counter to be attached to a continuous feed audit log printer.
2. Unity 3.4.1.0 is certified for use as a stand-alone system. Unity 3.0.1.1, certified in 2008, is also currently certified as a stand-alone system. Any use that involves the interactions of the two systems would constitute a modification of their certified design and would need to receive approval from the Secretary of State prior to use in the State of Texas.

#### CONCLUSION

Accordingly, based upon the foregoing, I hereby certify the Unity 3.4.1.0 Voting System, and the DS200 precinct tabulator, and DS850 central count tabulator for use in elections in Texas.

Signed under my hand and seal of office, this 2nd day of September 2014.

  
\_\_\_\_\_  
COBY SHORTER, III  
DEPUTY SECRETARY OF STATE



EXPERIENCE  
RELIABILITY  
SECURITY  
INNOVATION



Election Systems  
& Software

MAINTAINING VOTER CONFIDENCE.  
ENHANCING THE VOTING EXPERIENCE.

## 2016 Texas - Election Estimate Sheet

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**

County:		City of Wylie	
<b>Paper Ballot Layout Services</b>		Quantity	
1. Ballot Faces (up to 500)	\$35.00	1	\$35.00
2. Ballot Faces (over 500)	\$30.00		\$0.00
3. Base charge for Ballot On Demand (BOD) Set-up	\$535.15		\$0.00
<b>Total Paper Ballot Layout Charges</b>			<b>\$35.00</b>
<b>Paper Ballot Printing Services</b>		Quantity	
1. Base charge per ballot (price per ballot)	\$0.24	100	\$24.00
2. 2 sided ballot (price per ballot)	\$0.03		\$0.00
3. Numbering and/or Stub (price per ballot)	\$0.03	100	\$3.00
4. Packaging (price per ballot)	\$0.00	100	\$0.00
5. Color Bar down right side of ballot	\$0.02		\$0.00
6. Shipping Estimate (about \$30 per box of 2000 ballots)	\$30.00	0.5	\$15.00
<b>Ballot Printing prices are for standard 14" and 17" ballots</b>			
<b>Total Ballot Printing Charges</b>			<b>\$42.00</b>
<b>Programming Services for AutoMARK</b>		Quantity	
1. English Set-up Charge	\$330.00	1	\$330.00
2. Spanish Set-up Charge	\$330.00	1	\$330.00
3. All other Languages Set-up Charge	\$495.00		\$0.00
4. Political Parties	\$1.00		\$0.00
5. Ballot Faces	\$15.00	1	\$30.00
6. Contests / Issues	\$16.00	2	\$64.00
7. Candidates / Responses	\$9.75	3	\$58.50
8. Propositions / Amendments / Instructions	\$20.00		\$0.00
9. Price per word over 1200 words	\$0.35		\$0.00
11. Media Rental	\$15.00		\$0.00
12. Media Burns	\$12.50	1	\$12.50
13. Shipping Estimate (about \$25 per box)	\$25.00	1	\$25.00
<b>Total AutoMARK Coding Charges</b>			<b>\$850.00</b>
<b>ESTIMATE GRAND TOTAL</b>			<b>\$927.00</b>

All prices are subject to change by ES&S at any time.

Last updated 01/21/15 - AB

# Election Systems & Software

MAINTAINING VOTER CONFIDENCE. ENHANCING THE VOTING EXPERIENCE.



## PRODUCT OVERVIEW

# ES&S AutoMARK Voter Assist Terminal

The ES&S AutoMARK is a breakthrough paper ballot-marking technology that allows voters with disabilities and other special needs to mark their ballot privately and independently. ES&S has taken this revolutionary technology and made it even better, with new upgrades that make voting on the ES&S AutoMARK more efficient and easier to use.

## New Updates Available Only From ES&S

ES&S has significantly updated the AutoMARK since it was introduced to the marketplace. These advancements are in line with the U.S. Election Assistance Commission's 2005 Voluntary Voting System Guidelines, and include:

- AutoCAST, a feature that gives the voter the option to cast the ballot directly into a secure ballot box after verification
- The capability for voters to verify the printed ballot without the need to remove and reinsert
- Hash Check, a feature that enables jurisdictions to securely validate the firmware version on the AutoMARK
- Faster ballot scanning and recognition
- Technology that improves ballot recognition
- Better support for multiple languages
- Enhanced data integration features that reduce editing
- And much more!

The AutoMARK technology was developed based on input from election officials and disability organizations. The ES&S AutoMARK voter assist terminal does not count or store votes; rather, it is a **ballot-marking system** designed to provide privacy and accessibility to voters who are blind, vision impaired, or have a disability or condition that would make it difficult or impossible to mark a ballot. Even a temporary condition, such as a broken arm, could make it difficult for a person to mark a ballot.



In addition, the technology provides language assistance to voters who may be more comfortable speaking a different language or who need help to better understand written instructions.



In January 2008, Election Systems & Software (ES&S) acquired AutoMARK Technical Systems, Inc. and the AutoMARK accessible ballot-marking device. **This makes ES&S the one-stop shop for all AutoMARK needs!**

The latest AutoMARK innovations are only available from ES&S because we own the product, manufacturing, parts, and source code. The technology professionals who developed the AutoMARK are now part of the ES&S team, complementing the best practices we've developed for more than 35 years. ES&S has installed and provides service to more than 38,000 AutoMARK units in 31 states.

## Key Features

The **ES&S AutoMARK** guarantees that a paper-based voting solution will capture voter intent. No more overvotes. No more mismarked ballots. Unique software ensures that no more than the proper number of candidates can be chosen for each race. A **summary page verification** process allows voters to notice any skipped races or undervotes and to change their selections before printing their marked ballots.

An **audio function** allows blind voters or those with severely impaired vision to listen to the choices through headphones. The audio is a synthesized voice that enables the voter to control the speed and volume at which the ballot is read. Voters can easily choose to repeat the choices, if necessary. The audio function also allows voters to review a marked ballot after their choices are made by reading it back to them.

A **sip/puff tube** is used by voters who are not able to use the touch screen or touch pad.

A **zoom feature** enables voters to increase the font size of each race listed on the viewing touch screen. The **contrast** of the screen may also be adjusted. These features may be especially helpful for voters who are sighted but have limited vision or macular degeneration.

The **compatibility with current voting systems** allows jurisdictions to use existing hardware/software solutions. Simply adding an **ES&S AutoMARK** device to a polling location ensures compliance with the federal Help America Vote Act (HAVA) accessibility requirement and eliminates the need to reinvest in a new tabulation system. HAVA requires that all polling locations be equipped with at least one accessible voting system.

The ES&S AutoMARK offers **multiple language selection capability** to ensure that all citizens in a diverse population can exercise their privilege to vote. Visual and audio ballots in multiple languages can be stored on a single **ES&S AutoMARK**.

The system supports **write-in candidates** to allow voters to express a choice that is not on the ballot.

**Sturdy construction:** The ES&S AutoMARK is made of durable materials.

**Weight:** 48 lbs. (21.7 kg)

**Dimensions:**

Width: 20.8 in. (52.832 cm)

Length: 26.0 in. (66.04 cm)

Height (screen deployed): 17.6 in. (44.704 cm)

Height (screen stored): 7.5 in. (19.05 cm)

**Ease of handling:** The ES&S AutoMARK has two handles for easy lifting and transporting.

**Operating temperatures:** 50–104 F (10–40 C)



## AutoMARK Accessories and Custom Solutions

Each customer's experience with the ES&S AutoMARK should be the best possible. We will work with you to obtain or create custom accessories such as tables, carts, privacy shields, or ADA features to enhance the ES&S AutoMARK voting experience.

If you need something that falls outside the realm of existing products, ES&S can work with you to develop custom solutions that fit the individual needs of your jurisdiction.

## Using the ES&S AutoMARK

The ES&S AutoMARK is compatible with existing voting solutions, allowing jurisdictions to use their current hardware and software.



1. Voter arrives at registration desk to pick up a paper ballot and is directed toward voting station.



2. Voter takes ballot to ES&S AutoMARK ballot-marking terminal to make voting selections.



3. After the ballot is marked, voter takes ballot to a precinct-level tabulation device or ballot box for counting at a centralized location.

**Optical mark read ballot tabulation systems, including:**



**ES&S**  
Centralized  
tabulators



**ES&S**  
Precinct-level  
tabulators

Visit [www.essvote.com](http://www.essvote.com) for more information about ES&S paper-based voting solutions.



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** March 8, 2016  
**Department:** Fire  
**Prepared By:** Fire  
**Date Prepared:** February 25, 2016

**Item Number:** H  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** 2

### Subject

Consider, and act upon, Resolution No. 2016-08(R) authorizing the City Manager to execute a Mutual Aid Agreement for Fire Protection Services/Emergency Medical Services between the City of Wylie and the City of Lucas.

### Recommendation

Motion to approve, Resolution No. 2016-08(R) authorizing the City Manager to execute a Mutual Aid Agreement for Fire Protection Services/Emergency Medical Services between the City of Wylie and the City of Lucas.

### Discussion

The Mutual Aid Agreement for Fire Protection Services/Emergency Medical Services between the City of Lucas and the City of Wylie will enhance the capabilities of the two fire departments to secure mutual aid for each entity in order to offer the heightened protection of life and property in the event of an emergency.

**RESOLUTION NO. 2016-08(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE A MUTUAL AID AGREEMENT FOR FIRE PROTECTION SERVICES / EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF LUCAS AND THE CITY OF WYLIE.**

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

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, a Mutual Aid Agreement for Fire Protection Services/Emergency Medical Services between the City of Lucas and the City of Wylie.

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

**RESOLVED THIS THE 8<sup>th</sup> day of March, 2016.**

\_\_\_\_\_  
ERIC HOGUE, Mayor

**ATTEST TO:**

\_\_\_\_\_  
CAROLE EHRLICH, City Secretary

STATE OF TEXAS

§  
§  
§

**AGREEMENT FOR MUTUAL AID**

COUNTY OF COLLIN

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Wylie, Texas (“Wylie”), acting by and through their respective authorized officers.

**RECITALS:**

**WHEREAS**, the Parties desire to enter into this Agreement so that the equipment, facilities and trained personnel of each Party’s fire department are available to respond to Emergencies in the other Party’s Jurisdiction as provided for in this Agreement on an as-requested basis; and

**WHEREAS**, the Parties recognize that Mutual Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an Emergency; and

**WHEREAS**, the governing bodies of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency; and

**WHEREAS**, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

**WHEREAS**, the Parties wish to make suitable arrangements to provide Mutual Aid in response to Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

**NOW, THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Definitions**

For purposes of this Agreement, the terms listed below will have the following meanings:

**Agreement** shall mean this Agreement for Mutual Aid, duly executed.

**Designee** shall mean the individual or individuals approved by the Fire Chief to act in his or her absence under this Agreement, including the following individuals: (i) Chief of Police; (ii) Incident Commander; (iii) City Manager or Assistant City Manager; or (iv) dispatcher or other member of the Requesting Party on behalf of one of the Designees.

**Fire Chief** shall mean the Fire Chief, or designee, of a Party.

**Emergency** shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

**Jurisdiction** shall mean the city limits and extraterritorial jurisdiction of either party.

**Mutual Aid** shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

**Party or Parties** shall mean the local governmental entity that is a signatory to and has agreed to adopt this Agreement.

**Responding Local Government Entity (Responding Party)** means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

**Requesting Local Government Entity (Requesting Party)** shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

## **Article II Term**

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one (1) year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of either Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

## **Article III Termination**

Either Party shall have the right to terminate this Agreement on ninety (90) days written notice to the other Party.

## **Article IV Activation of Agreement**

4.1 This Agreement may be activated by the Fire Chief or designee of the Party having Jurisdiction after he or she determines that the Emergency is such that local capabilities are or are expected to be exceeded. The Parties' respective Fire and/or Emergency Medical

Service Units may be simultaneously dispatched for all types of Emergency calls that occur within either Parties' Jurisdiction.

4.2 The activation of this Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own Jurisdiction and are officially recalled.

## **Article V Procedures for Requests and Provision of Mutual Aid**

5.1 Methods of Requesting Mutual Aid. The Fire Chief or Designee of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the Responding Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless the request for Mutual Aid is directly related to the Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the Emergency. All requests for Mutual Aid must be transmitted by the Fire Chief or Designee of the Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid Emergency service functions that may be requested under this Agreement include fire and emergency medical services and any other services agreed on by the Parties in a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party for Mutual Aid under this Agreement, the Fire Chief or Designee of the Responding Party shall assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. The Responding Party shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated needs or events within its own Jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or on activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of Jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Subsection, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

5.10 Costs. All costs associated with the provision of Mutual Aid, including but not limited compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first twelve (12) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. Both Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

## **Article VI Insurance**

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

## **Article VII Waiver of Claims Against Parties; Immunity Retained**

Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself or its officers, employees or agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **Article VIII Expending Funds**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

## **Article IX Miscellaneous**

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local

governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Civil Practice and Remedies Code.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

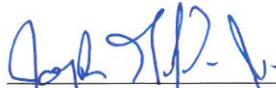
9.10 Entire Agreement. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 9.4.

EXECUTED this 18<sup>th</sup> day of February, 2015.

**City of Lucas, Texas**

By:   
Joni Clarke, City Manager

**Approved as to Form:**

By:   
Joseph Gorfida Jr., City Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Wylie, Texas**

By: \_\_\_\_\_  
Mindy Manson, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Abernathy, Roeder, Boyd & Hullett, P.C.  
Ryan D. Pittman, City Attorneys