



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda July 12, 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
- Jeff Forrester 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 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.

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

Announce the presence of a Quorum

INVOCATION & PLEDGE OF ALLEGIANCE

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. **Consider, and act upon, rescinding the minutes from the September 10, 2013 City Council meeting to correct the items listed on the Consent Agenda.** *(C. Ehrlich, City Secretary)*
- B. **Consider, and act upon, approval of the Minutes of September 10, 2013 and June 28, 2016 Regular Meetings of the Wylie City Council.** *(C. Ehrlich, City Secretary)*
- C. **Consider, and act upon, Ordinance No. 2016-12, amending Ordinance No. 2005-07, by modifying Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally) and Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.** *(L. Bantz, Finance Director)*
- D. **Consider, and act upon, Resolution No. 2016-16(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an Interlocal agreement between U.S. Communities™ Government Purchasing Alliance and the City of Wylie providing for a cooperative purchasing program for goods and services.** *(G. Hayes, Purchasing)*
- E. **Consider, and act upon, Resolution No. 2016-17(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an Interlocal contract between Harris County Department of Education (HCDE) Alliance and the City of Wylie, providing for a cooperative purchasing program for goods and services.** *(G. Hayes, Purchasing)*
- F. **Consider, and act upon, approval of a Final Plat for Platinum Storage Country Club Subdivision (PD 2015-07), creating two commercial lots on 11.0216 acres, generally located on the east side of Country Club Road and approximately 600' north of Brown Street.** *(R. Ollie, Development Services Director)*

REGULAR AGENDA

1. **Consider, and act upon, Resolution No. 2016-18(R) of the City Council of the City of Wylie, Texas, Hereby authorizing the City Manager of the City of Wylie, Texas, to execute an Agreement for Fire Protection Services / Emergency Medical Services Between the Inspiration Residential Association, Inc. and the City of Wylie.** *(B. Parker, Fire Chief)*

Executive Summary

The City of Wylie will provide medical and fire protection services to Inspiration Residential Association, Inc. (IRA) and its members for a term of 25 years. In the initial three year contract, IRA will compensate the City of Wylie a one-time equipment fee of \$140,000.00. An additional fee of \$190,000.00 annually will be paid in quarterly installments over the same three year contract term.

2. **Consider, and act upon, the appointment of a board member to the Animal Shelter Advisory Board to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.** (C. Ehrlich, City Secretary)

Executive Summary

The 2016 Boards and Commissions Interview Panel recommended Beatrice Cordova to be appointed as a member of the Animal Shelter Advisory Board. City Council subsequently approved her appointment. Ms. Cordova has contacted the office declining the position. Staff is requesting an applicant be appointed to fill the vacant term.

3. **Consider, and act upon, the appointment of an alternate board member to the Zoning Board of Adjustment to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.** (C. Ehrlich, City Secretary)

Executive Summary

The 2016 Boards and Commissions Interview Panel recommended Beatrice Cordova to be appointed as an alternate to the Zoning Board of Adjustment. City Council subsequently approved her appointment. Ms. Cordova has contacted the office declining the position. Staff is requesting an applicant be appointed to fill the vacant term.

READING OF ORDINANCE

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

WORK SESSION

- **FY 2016-2017 Budget Discussion and Department Presentations to Council**

RECONVENE INTO REGULAR SESSION

ADJOURNMENT

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

I certify that this Notice of Meeting was posted on July 8, 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.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

Wylie City Council Meeting
Tuesday, September 10, 2013 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. City Secretary Carole Ehrlich took roll call with the following City Council members present: Mayor pro tem Rick White, Councilwoman Diane Culver, Councilman Keith Stephens, Councilman Bennie Jones, Councilman Todd Wintters, and Councilman Nathan Scott.

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Fire Chief, Randy Corbin; Police Chief, John Duscio; City Engineer, Chris Holsted; Planning Director, Renae Ollie; Finance Director, Linda Bantz; Executive Director of WEDC, Sam Satterwhite; Library Director, Rachel Orozco; Public Services Director, Mike Sferra; City Secretary, Carole Ehrlich; PIO, Craig Kelly, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Fire Chief Randy Corbin gave the invocation and Battalion Chief Brent Parker led the Pledge of Allegiance.

PRESENTATIONS

- **Proclamation - Childhood Cancer Awareness Month**

Mayor Hogue presented a proclamation designating the month of September as Childhood Cancer Awareness Month. Childhood cancer survivors and their families were present to accept the proclamation. They included: Joseph and Virginia Kimotho, parents of Zarah Kimotho; Nathan and Whitney Sewell, parents of Sophie Sewell; and, Joshua and Jennifer Haynes, parents of Trenton Haynes.

- **Recognition of the 25 student participants in the Texas Amateur Athletic Federation Game in Corpus Christi July 25th – 28th**

Twenty five student athletes representing the Mutiny Elite Track and Field Club of Wylie competed in the Texas Amateur Athletic Federation (TAAF) Region 7 held in Corpus Christi July 25 – 28

Mayor Hogue and the Wylie City Council recognized these athletes for their achievements during the event.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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Dennis Keck, residing at 1902 Clear Water, Wylie, addressed council concerned with the low voter turnout for municipal elections and lack of communication from the City to its citizens.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the Minutes of the August 27, 2013 Regular Meeting and the September 3, 2013 Special Called Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, Resolution No. 2013-19(R) authorizing the City Manager of the City of Wylie, Texas, to execute an agreement for the provision of firefighting and fire protection services between the City of Wylie, Texas and Collin County, Texas. (R. Corbin, Fire Chief)**
- C. Consider, and act upon, approval of a Final Plat for Alanis Crossing Phase I consisting of 29.292 acres for 52 single family residential lots and 1 open space lot dedicated for drainage purposes, generally located west of F.M. 544, south of Alanis Drive. (R. Ollie, Planning Director)**
- D. Consider, and act upon, approval of a Final Plat for Braddock Place Phase III, establishing 51 single family residential lots and two open space lots on 18.322 acres, generally located northwest of Elm Drive and F.M. 544. (R. Ollie, Planning Director)**
- E. Consider, and act upon, approval of the Bylaws, and Rules of Procedure as set forth by the Historic Review Commission. (R. Ollie, Planning Director)**
- F. Consider, and act upon, approval of a Replat for Brown & Burns Addition, Block 2, Lot 26R consisting of .603 acre for a Church, House of Worship on one lot, generally located southeast of Jefferson Street and N. Jackson Avenue. Zoned DTH. (R. Ollie, Planning Director)**
- G. Consider, and act upon, approval and final acceptance of the reconstruction of East Brown Street from SH 78 to Wylie East Drive and authorize final payment**

to Tiseo Paving Company in the amount of \$386,647.30 and accept the project as complete. (C. Holsted, City Engineer)

- H. Consider, and act upon, approval of Ordinance No. 2013-34, amending Subsection B (Water Rates) and Subsection C (Sewage Collection and Treatment Rates) of Section 1 (Water and Sewer Fees) of the Wylie Comprehensive Fee Schedule. (C. Holsted, City Engineer)**

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman Wintters to approve the consent agenda as presented. A vote was taken and the motion passed 7-0.

Mayor Hogue recessed the Wylie City Council meeting.

RECESS CITY COUNCIL

CALL TO ORDER THE PARKS & RECREATION 4B BOARD

4B Chair, Mayor Eric Hogue called the Parks & Recreation 4B Board to order at 6:10 p.m. Secretary Ehrlich took roll with the following members present: Chair Eric Hogue, Dan Chestnut (Parks Board), Councilman Rick White, Councilman Nathan Scott, and Councilman Keith Stephens. Board members Coda Hampton and Jeff Harris were absent.

- 1. Consider, and act upon, approval of the Minutes from the September 11, 2012 Special Called Meeting of the Wylie Parks and Recreation Facilities Development Corporation (4B). (C. Ehrlich, City Secretary)**

Staff Comments

Board Secretary Ehrlich presented the September 11, 2012 Wylie Parks and Recreation 4B Board minutes for approval.

Board Action

A motion was made by board member Scott, seconded by board member White to approve the minutes of September 11, 2012 of the Wylie Parks and Recreation Facilities Development Corporation (4B) as presented. A vote was taken and the motion passed 5-0 with board members Hampton and Harris absent.

- 2. Consider, and act upon, the appointment of the Wylie Parks and Recreation Facilities Development Corporation (4B) Vice Chairman from its board members for a term beginning September 10, 2013 and ending December 31, 2014 to fill an unexpired term. (C. Ehrlich, City Secretary)**

Staff Comments

4B Board Secretary Ehrlich addressed the board stating that currently, Mayor Hogue holds the position of

Minutes September 10, 2013

Wylie City Council

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4B Chair and Anne Hiney served as Vice Chair. In May of 2013 Anne Hiney declined from serving another term on the Parks and Recreation 4B board and therefore a replacement must be appointed to serve out the unexpired term of September 10, 2013 to December 31, 2014.

Board Action

A motion was made by board member White, seconded by board member Scott to appoint Dan Chestnut as Vice Chairman of Wylie Parks and Recreation Facilities Development Corporation (4B) Board to serve the unexpired term of September 10, 2013 to December 31, 2014. A vote was taken and the motion passed 5-0 with board members Hampton and Harris absent.

- 3. Consider, and act upon, approval of the FY 2013-2014 4B Budget and authorize expenditures for the FY 2013-2014 Community Services Facilities Capital Improvement Plan.** (*L. Bantz, Finance Director*)

Staff Comments

Finance Director Bantz addressed the board stating that the Parks and Recreation Facilities Development Corporation was established in accordance with State law as a result of the January 15, 1994 election approving the ½ cent sales tax for parks and recreation projects. Each board member had been given a copy of the proposed 2013/14 4B Budget for review and approval.

Board Action

A motion was made by board member White, seconded by board member Chestnut to approve the FY 2013-2014 4B budget and authorize expenditures for the FY 2013-2014 Community Services Facilities Capital Improvement Plan. A vote was taken and the motion passed 5-0 with board members Harris and Hampton absent.

ADJOURN

Board Action

With no further business before the Wylie Parks and Recreation Facilities Development Corporation (4B) Board, a motion was made by board member White, seconded by board member Scott to adjourn the meeting at 7:10 p.m. A vote was taken and the motion passed 5-0 with board members Harris and Hampton absent.

REGULAR AGENDA

Mayor Hogue reconvened into the Wylie City Council Regular Session at 6:15 p.m.

RECONVENE INTO REGULAR SESSION OF THE WYLIE CITY COUNCIL

REGULAR AGENDA

- 1. Consider, and act upon, approving the property tax increase reflected in the budget.**
(L. Bantz, Finance Director)

Staff Comments

Finance Director Bantz addressed council stating that the tax rate needed to fund the FY 2013-2014 budget is \$0.883900 per \$100 of assessed valuation. Although this tax rate represents a decrease of \$0.005 (one-half cent) from the tax rate in FY 2012-2013, there will be an increase in tax revenue the City receives due to new property that was added to the tax roll and an increase in the total property assessed valuation. Section 26.05 of the Texas Property Tax Code requires the governing body to hold a separate vote to ratify this property tax increase that is reflected in the budget.

Councilwoman Culver asked Finance Director Bantz if this item was actually a reduction in the property tax rate. Bantz replied that the property tax rate is proposed to go from \$0.8889 to \$0.8839 per \$100 of assessed valuation which is a reduction in the rate of ½ cent. She noted that the revenues collected from property tax this year are higher than last year due to new residential and commercial property which triggered the requirement to hold two public hearings and pass this action.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman White to approve the tax rate increase reflected in the budget. A vote was taken and the motion passed 7-0. A vote was taken and the motion passed 7-0.

- 2. Consider, and act upon, Ordinance No. 2013-35 adopting a budget and appropriating resources for Fiscal Year 2013-2014, beginning October 1, 2013, and ending September 30, 2014.** *(L. Bantz, Finance Director)*

Staff Comments

Finance Director Bantz addressed council stating that the tax rate being proposed for Fiscal Year 2013-2014 is \$0.8839 per \$100 of assessed valuation. The proposed budget includes all operating and capital funds and includes the budget for the Wylie Economic Development Corporation.

Bantz noted the adoption of the FY 2013-2014 tax rate is presented as a separate agenda item.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman White to approve Ordinance No. 2013-35 adopting the budget and appropriating resources for Fiscal Year 2013-2014 beginning October 1, 2013 and ending September 30, 2014. A vote was taken and the motion passed 7-0.

- 3. Consider, and act upon, Ordinance No. 2013-36 fixing the tax rate and levy for the City of Wylie, Texas, upon all taxable property in the City of Wylie, Texas, for the purpose of paying the current expenses of the city for the fiscal year ending September 30, 2014, and for the further purpose of creating a sinking fund to retire the principal and interest of the bonded indebtedness of the City; providing for a lien**

on all real and personal property to secure payment of taxes due thereon. (*L. Bantz, Finance Director*)

Staff Comments

Finance Director Bantz addressed council stating that the tax rate being proposed for Fiscal Year 2013-2014 is \$0.8839 per \$100 of assessed valuation. The previous year the tax rate was \$0.8889 which is a ½ cent reduction in the tax rate. The attached summary of all operating and capital funds includes the budget for the Wylie Economic Development Corporation. Bantz noted the adoption of the FY 2013-2014 tax rate is presented as a separate agenda item.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman Scott, to adopt Ordinance No. 2013-36 fixing the tax rate and levy for the City of Wylie, Texas, upon all taxable property in the City of Wylie, Texas, for the purpose of paying the current expenses of the City for the fiscal year ending September 30, 2014, and for the further purpose of creating a sinking fund to retire the principal and interest of the bonded indebtedness of the City; providing for a lien on all real and personal property to secure payment of taxes due thereon. I further move that the property tax rate be increased by the adoption of a tax rate of \$0.8839 per \$100 of assessed valuation which is effectively a 3.36% increase in the tax rate. A vote was taken and the motion passed 7-0.

Mayor Hogue moved into work session at 6:50 p.m.

WORK SESSION

- **Discussion regarding the proposed Dominion of Pleasant Valley Development.** (*Mayor Hogue*)

Mayor Hogue opened the work session and asked Planning Director Ollie to give some facts about the proposed zoning for the Dominion of Pleasant Valley and generally Wylie's comprehensive zoning.

Planning Director Ollie addressed council stating that while straight zoning requires that base standards be met with a selection of desirables, Planned Development Districts allow for innovative standards that exceed the base or in some cases are less than minimum standards. However, PDs are viewed on an overall concept or master plan. Ollie presented a comparable between the City's current straight zoning and the master plan development proposed by the developer of Dominion at Pleasant Valley.

Ollie explained staff presented straight zoning of 10,000 s.f. lots with 2,400 s.f. dwelling size versus the added amenities and standards of a Planned Development. In addition the proposed PD exceeds the required parkland dedication in terms of fees and land. Ollie noted, a portion of the properties in this zoning were zoned under previous standards with less desirables.

The current Land Use Plan indicates General Urban Sector for the subject tract. This category allows for a live, work and play environment that could include, but is not limited to, light

commercial, research and development uses, and some high density within mixed use developments.

Ollie noted that in her professional opinion, the additional amenities and increased standards that can be required in a planned development will significantly increase the price point; the use of straight zoning cannot force a developer into a price point.

City Engineer Holsted addressed drainage within the development. He displayed the FEMA map and designated the flood plain in the area. He noted the final new FEMA map would more than likely be much like the map presented. He displayed some current housing in the area that was currently in the flood plain.

Holsted addressed water consumption and availability, stating that each year the City sends population estimates to the North Texas Municipal Water District. Water demands are calculated to show water availability through 2025, based on the estimated population. Councilwoman Culver noted that East Fork Water District had presented at a previous meeting regarding this development and had stated that their plans did show sufficient water for new homes in this area.

Holsted reviewed flood and detention areas upstream of the development. Mayor Hogue asked, with many of the cities detention areas close by, how does the City insure the area doesn't get flooded? Holsted replied the City would assume the worst case scenario on the flood study and work from that assumption to insure drainage is achieved.

RECONVENE INTO REGULAR SESSION OF THE WYLIE CITY COUNCIL

PUBLIC HEARING

- 4. Hold a Public Hearing and consider, and act upon, amending the zoning from Neighborhood Services (NS), Agricultural District (AG/30), and Planned Development 2002-07 to Planned Development-Single Family District (PD-SF) for a master planned community consisting of varied density single family dwellings on 292.515 acres. Located west and south of Pleasant Valley Road and south of Sachse Road/South Ballard Ave. ZC 2013-05 (R. Ollie, Planning Director)**

Staff Comments

Planning Director Ollie addressed council stating that the applicant is requesting to establish permanent zoning on approximately 292 acres. There are three separate tracts of land included in this request. Tract 2 is approximately 68 acres and is currently zoned Planned Development 2002-07, Tract 3 is approximately 139 acres, and Tract 4 is approximately 80 acres in size.

Ron Haynes, developer, addressed council stating that he had proposed a quality master planned development for consideration by the council. Haynes stated that it was his intent to build a quality master planned development that would be in the top half of new home sales in Wylie starting at a price point of \$250,000 and up. Open areas, gazebos, pools, walking trails, and small parks will be part of this development, owned by the City and maintained by the HOA. These amenities are worth \$3.2 million not including land costs.

He noted that if this proposal or a similar proposal were denied, developers could come in and apply for straight zoning which could split the four parcels, making it extremely hard to develop the property. He

noted that all four land owners were currently under contract to sell under this master planned development. Mayor Hogue asked if trees in the development would be preserved. Planning Director Ollie stated that she and Mr. Haynes would insure that all large trees would be preserved.

Councilwoman Culver stated that it was important to remember that this development was approved previously by this council; it is only back on a technicality on the City's part. She stated "since the first presentation and ultimate approval by council, the proposal has been improved and therefore, in my personal opinion this item should be approved by council." Councilwoman Culver explained that currently an average home in Wylie is valued at \$150,000; which is \$100,000 shy of the break even for minimum standards of city services (\$250,000 breakeven). This increases property tax rates in order to make up the difference in home value (property tax) to cost for City service rendered. She explained this proposal would close that gap.

Public Hearing

Mayor Hogue opened the public hearing on Zoning Case No. 2013-05 at 7:50 p.m. asking anyone present wishing to address council to come forward and limit their comments to three minutes for individuals and six minutes for those speaking on behalf of others.

Mary Ann Nall and Cindy Conoly, residents of Wylie, and Jay Wooldridge, Chris Lander, Larry Rubbini and Shay Bruner Nicoud, non-residents of Wylie, all spoke in favor of the proposed zoning case.

Jon Chumbley and Dennis Larson, both residents of Wylie, spoke against the proposed zoning case. Nancy Hansen, Charles Penot (speaking for Ernest Castillo), Rebecca Sanoja, Alexis Tapp, Gerry Jones, Marty Williams, Sandra Ritzmann, Cara Hervey, Cliff Martin, Linda Knight, Pat Martin, Jan Anderson, Janice Frank, and Steven Montgomery, all non-residents of Wylie, spoke against the proposed zoning case.

Mayor Hogue closed the public hearing at 9:25 p.m.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman White to amend the zoning from Neighborhood Services (NS), Agricultural District (AG/30), and Planned Development 2002-07 to Planned Development-Single Family District (PD-SF) for a master planned community consisting of varied density single family swellings on 292.515 acres. Located west and south of Pleasant Valley Road and south of Sachse Road/South Ballard Avenue. Zoning Case #2013-05. A vote was taken and the motion passed 6-1 with Mayor Hogue, Mayor pro tem White, Councilwoman Culver, Councilman Scott, Councilman Wintters and Councilman Stephens voting for and Councilman Jones voting against.

READING OF ORDINANCES

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

City Secretary Ehrlich read the captions to Ordinance No.'s 2013-34, 2013-35, and 2013-36 into the official record.

ADJOURNMENT

With no further business before the Wylie City Council, a motion was made by Councilman Jones, seconded by Councilwoman Culver to adjourn the meeting at 8:32 p.m. A vote was taken and the motion passed 7-0.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

Minutes

City Council Meeting

Tuesday, June 28, 2016 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Hogue called the meeting to order at 6:00 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, Councilman William Whitney III, and Councilman Jeff Forrester.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor pro tem Keith Stephens gave the invocation and Councilman William Whitney led the Pledge of Allegiance.

PRESENTATIONS

- **Presentations for Outgoing Wylie Boards and Commission Members. Oath of Office for Incoming Wylie Boards and Commission Members**

Mayor Hogue presented outgoing board members plaques of appreciation for their service.

Judge Terry Douglas administered the Oath of Office to the newly appointed board and commission members in attendance.

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

Mayor Hogue and City Manager Mindy Manson presented gifts of appreciation and recognized employees celebrating milestones in their service to the City of Wylie. They included:

Margaret Schlosstein – 10 years
Matt Green – 10 years
Casey Nash – 10 years
Jeremy Littlefield – 10 years
Candy Hawkins – 15 years

Ricardo Govea – 15 years
Archie Whitt – 15 years
Buddy McGuire – 15 years
JD Pulley – 15 years
Mary Bradley – 15 years

- **Proclamation of Parks and Recreation Month.** (*R. Diaz, Parks and Recreation Superintendent*)

Mayor Hogue presented a proclamation recognizing the month of July as Parks and Recreation Month in the City of Wylie. Recreation Superintendent Robert Diaz was present to accept the proclamation.

- **Presentation of the TAMI Award for Best Website in the State of Texas.** (*C. Kelly, Public Information Officer*)

Mayor Hogue recognized PIO Craig Kelly and Judy Truesdell for achieving the 1st place TAMI award for the State of Texas. The award was for the creation and implementation of the new City website. He also recognized the award given to the City for the Bluegrass on Ballard event for promotion and advertising.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

No citizens were present to address Council during Citizens Comments.

CONSENT AGENDA

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

- A. **Consider, and act upon, approval of the Minutes of June 14, 2016 Regular Meeting of the Wylie City Council.** (*C. Ehrlich, City Secretary*)
- B. **Consider, and act upon, approval of a Preliminary Plat for Inspiration, Phase 3 & 4 consisting of 107.629 acres to establish single family residential lots for a master planned development within Wylie's ETJ, generally located north of Parker Road (F.M. 2414) and east of Aztec Trail.** (*R. Ollie, Development Services Director*)
- C. **Consider, and place on file, the City of Wylie Monthly Investment Report for May 31, 2016.** (*L. Bantz, Finance Director*)
- D. **Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for May 31, 2016.** (*L. Bantz, Finance Director*)

- E. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of May 31, 2016.** *(S. Satterwhite, WEDC Director)*

Council Action

A motion was made by Councilwoman Arrington, seconded by Councilman Forrester to approve the Consent Agenda as presented. A vote was taken and the motion passed 7-0.

REGULAR AGENDA

- 1. Hold a Public Hearing and consider, and act upon, amending regulations to Zoning Ordinance No. 2008-47, Article 6, Section 6.3 Downtown Historic District (DTH) as it relates to design guidelines and standards within the Downtown Historic District. ZC 2016-07** *(R. Ollie, Development Services Director)*

Staff/Council Comments

Development Services Director Ollie addressed Council stating that the City Council has declared, as a matter of ordinance, that the preservation, protection, and use of landmarks and historic districts is a public necessity because they have a special character or a special historic, architectural, aesthetic, or cultural interest and value and thus serve as visible reminders of the history and heritage of the City of Wylie.

Ollie explained that in early 2015, the Historic Review Commission (HRC) directed Staff to consider amendments to the DTH ordinance to provide for more stringent guidelines within the Ordinance to require more period specific design. Through the course of several work sessions, the HRC developed such amendments that would better clarify the design guidelines for new development within the district. This included defining contributing and non-contributing structures.

- Contributing structures would be those buildings built between the periods of significance (1890-1940) and adds to the overall historic integrity and architectural quality of the district.
- Non-contributing structures are existing buildings within the district that do not contribute to the historic character and usually constructed after the period of significance.

The current ordinance defines Substantial Renovations as alterations to the exterior of existing buildings that change the placement or design of windows, doors or other exterior features of the building such as coping or pilasters. The Historic Commission is recommending that the change of exterior paint also be included as a substantial renovation. This would require HRC approval of any exterior color. In addition, the recommendation is also to restrict any like color from being repeated on both sides of the street and adjoining streets.

The ordinance was categorized by New Structures and Existing Structures for both commercial and residential uses. A primary function of the ordinance is to distinguish between standards and guidelines.

Mayor Hogue stated that he was concerned with the number of changes proposed and had some concerns regarding the changes. He stated he did not think the discussion and changes could be completed during the meeting.

Councilwoman Culver stated that it was her understanding when the Council created the Historic Review Commission, they would function on as "as needed" basis. She noted her concern was with the private property owner having to jump through hoops just to re-paint their home. Councilwoman Culver asked why the board has gotten to this point. Ollie reported that about a year prior, a request had come before

the commission asking to construct a new home/business which was allowed by right. The construction was not going to carry a specific style or period of historic home. The Commission wanted to place restrictions on the applicant, such as porch size and yard size. The ordinance in place at that time was not that restrictive, however the commission wanted to make the ordinance more restrictive to give more authority to the commission. Councilwoman Culver stated the home in question had no historical value. She asked if the ordinance was created to protect "historic" homes. Ollie replied that was correct. Councilwoman Culver stated she was not in favor of more restrictions and felt the Council should re-evaluate the authority of the HRC and postpone any action until that time.

Public Hearing

Mayor Hogue opened the public hearing on Item #1 at 6:55 p.m., asking anyone present to address Council to come forward.

Sandra Stone, residing in the Wylie Historic District, addressed Council stating that she lives in the historic district. She explained her home was over 130 years old and wanted the restrictions in place to protect her home. She was in favor of the proposed changes.

Mayor Hogue reminded Ms. Stone that many of the homes in the historic district were not "historic" due to the fire that damaged many of the existing homes and required rebuilding.

Bob Heath, representing the Historical Society, stated he had been involved in historic preservation for 40 years. He stated that he was in favor of the proposed changes to preserve the historic heritage of Wylie.

No other citizens were present to address Council. Mayor Hogue closed the public hearing at 7:02 p.m.

Mayor pro tem Stephens stated he was delighted to hear from persons in the Historic District and hoped that he would have the opportunity to hear from more residents in the district. He had concerns with requiring a homeowner to come to the commissions for paint approval when the historic pallet was available to choose from for color choices. Councilman Dahl stated he believed in property rights. He stated better guidelines needed to be in place that would direct the commission in decisions made. He stated, "We are not establishing another layer of restrictions but rather establishing guidelines to influence behavior, in my opinion." Councilman Dahl suggested a work session with the Historic Review Commission and perhaps Planning and Zoning to discuss reasonable guidelines.

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilman Dahl to table consideration of amending regulations to Zoning Ordinance No. 2008-47, Article 6, Section 6.3 Downtown Historic District (DTH) as it relates to design guidelines and standards within the Downtown Historic District. ZC 2016-07; and to direct staff to establish a work session involving the Historic Review Commission and if necessary, Planning and Zoning Commission and provide detailed guidelines for Council to consider. A vote was taken and the motion passed 7-0.

- 2. Consider, and act upon, approval of Resolution No. 2016-15(R) authorizing the City Manager to execute an Impact Fee Agreement with Bloomfield Homes, L.P. for the construction of the northbound lanes of Wylie East Drive. (C. Holsted, City Engineer)**

Staff Comments

City Engineer Holsted addressed Council stating that when Wylie East High School was built, four lanes of Wylie East Drive were constructed adjacent to the school property and two lanes of the roadway (the southbound side) were constructed north of the school site to SH 78. Wylie East Drive is shown as a secondary thoroughfare (4-lane divided) on the City of Wylie Thoroughfare Plan and the project is included in the Capital Improvements Plan and impact fee calculation.

Council Action

A motion was made by Councilman Dahl, seconded by Councilman Forrester to approve Resolution No. 2016-15(R) authorizing the City Manager to execute an Impact Fee Agreement with Bloomfield Homes, L.P. for the construction of the north bound lanes of Wylie East Drive. A vote was taken and the motion passed 7-0.

WORK SESSION

- **Presentation of compensation market survey and analysis.** (*J. Butters, Asst. City Manager*)

Assistant City Manager Butters introduced Andrew Knutson, representing Segal Waters Consulting. Mr. Knutson reviewed the Market Compensation Study recently completed by the company. He reviewed Market Comparisons with benchmarks including commonality of positions, competition of jobs, location, services provided, comparable city size and budget, and other criteria. Knutson reviewed the cities that were surveyed in the market analysis.

He presented the current pay structure and the proposed pay structure for 53 identified positions. Implementation cost of the recommended pay structure totaled \$849,144.45.

Further discussion will take place during the FY 2016/2017 budget work sessions scheduled for July/August.

Mayor Hogue convened into Executive Session at 7:48 p.m. reading the captions below.

EXECUTIVE SESSION

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.**

Mayor Hogue reconvened into Open Session at 8:01 p.m.

RECONVENE INTO OPEN SESSION

Take any action as a result of Executive Session

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilman Forrester to approve the donation of real property agreement between the City of Wylie and Collin College and authorize the Mayor to execute the same. A vote was taken and the motion passed 7-0.

Mayor Hogue announced this action will allow Collin College to build a campus in Wylie.

ADJOURNMENT

A motion was made by Mayor pro tem Stephens, seconded by Councilman Dahl, to adjourn the meeting at 8:05 p.m. A vote was taken and the motion passed 7-0.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Municipal Court
Prepared By: Lisa Davis
Date Prepared: June 13, 2016

Item Number: C
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Ordinance

Subject

Consider, and act upon, Ordinance No. 2016-12, amending Ordinance No. 2005-07, by modifying Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally) and Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.

Recommendation

Motion to approve, Ordinance No. 2016-12, amending Ordinance No. 2005-07, by modifying Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally) and Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.

Discussion

Amending this ordinance is for the purpose of modifying certain provisions requiring the assessment and payment of fees and costs to the Wylie Municipal Court in accordance with applicable law. Currently, each legislative update if a new fee is added or an amount is changed on an existing fee, this ordinance would have to be updated to reflect the changes. Of the thirty (30) fees currently listed in Section XII (Municipal Court Fees), only four (4) of them require an ordinance. Amending this ordinance will ensure efficiency when implementing future legislative changes to Municipal Court fees in the Wylie Municipal Court.

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2005-07, AS AMENDED, CHAPTER 34 (COURTS), ARTICLE II (MUNICIPAL COURT), DIVISION 1 (GENERALLY), AND SECTION XII (MUNICIPAL COURT FEES) OF APPENDIX C (WYLIE COMPREHENSIVE FEE SCHEDULE) OF THE CODE OF ORDINANCES; MODIFYING CERTAIN PROVISIONS REQUIRING ASSESSMENT AND PAYMENT OF MUNICIPAL COURT FEES AND COSTS IN ACCORDANCE WITH APPLICABLE LAW; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it would be advantageous and beneficial to the City of Wylie, Texas (“Wylie”) to amend the Wylie Code of Ordinances, Ordinance No. 2005-07, as amended, (“Code of Ordinances”) by modifying Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally) and Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) for the purpose of modifying certain provisions requiring the assessment and payment of fees and costs to the Wylie Municipal Court in accordance with applicable law, as set forth below; and

WHEREAS, the City Council finds that it is in the best interest of Wylie and its citizens to amend the Code of Ordinances as set forth below.

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

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

SECTION 2: Amendment to the Wylie Code of Ordinances, Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally). The Wylie Code of Ordinances, Chapter 34 (Courts), Article II (Municipal Court), Division 1 (Generally) is hereby amended to read as follows:

“ARTICLE II. MUNICIPAL COURT

DIVISION 1. GENERALLY

Sec. 34-21 Court Fees Authorized.

Court costs and fees are hereby authorized to be imposed and collected in accordance with the provisions of applicable law.

Sec. 34-22 Convictions.

For purposes of this division, a person is considered to be “convicted” if:

- (a) A sentence is imposed on the person by the Municipal Court; or
- (b) The person receives deferred disposition from the Municipal Court, including deferred proceedings under Articles 45.052 or 45.053 of the Texas Code of Criminal Procedure, as it exists or may be amended.

Sec. 34-23 Municipal Court Building Security Fund.

- (a) *Creation.* There is hereby created and established a Municipal Court Building Security Fund (the “fund”) pursuant to Article 102.017 of the Texas Code of Criminal Procedure, as it exists or may be amended.
- (b) *Assessment of fee; authority.* The municipal court of the City (the “municipal court”) is hereby authorized to assess a Municipal Court Building Security Fee (the “fee”), in the maximum amount authorized by law, against all defendants convicted in a trial of a misdemeanor offense by the municipal court. Each misdemeanor conviction shall be subject to a separate assessment of the fee.
- (c) *Collection of fee; payment to City treasury.* The municipal court clerk is hereby authorized and required to collect the fee and to pay the fee to the treasury of the City. All fees so collected and paid over to the treasury of the City shall be segregated in the fund.
- (d) *Use of fund.* The fund shall be used only for the purpose of financing the purchase of security devices and/or services for the buildings housing the municipal court. Security devices and/or services means all items described in Article 102.017 of the Texas Code of Criminal Procedure, as it exists or may be amended.
- (e) *Administration.* The fund shall be administered by or under the direction of the City Council or its designated representative.

Sec. 34-24 Municipal Court Technology Fund.

- (a) *Creation.* There is hereby created and established a Municipal Court Technology Fund (the “fund”) pursuant to Article 102.0172 of the Texas Code of Criminal Procedure, as it exists or may be amended.
- (b) *Assessment of fee; authority.* The municipal court of the City (the “municipal court”) is hereby authorized to assess a Municipal Court

Technology Fee (the “fee”), in the maximum amount authorized by law, against all defendants convicted in a trial of a misdemeanor offense by the municipal court. Each misdemeanor conviction shall be subject to a separate assessment of the fee.

- (c) *Collection of fee; payment to City treasury.* The municipal court clerk is hereby authorized and required to collect the fee and to pay the same to the treasury of the City. All fees so collected and paid over to the treasury of the City shall be segregated in the fund.
- (d) *Use of fund.* The fund shall be used only for the purpose of financing the purchase of technological enhancements for the municipal court of the City. “Technological enhancements” shall include any and all items described in Article 102.0172 of the Texas Code of Criminal Procedure, as it exists or may be amended.
- (e) *Administration.* The fund shall be administered by or under the direction of the City Council or its designated representative.

Sec. 34-25 Juvenile Case Manager Fund.

- (a) *Creation; authority.* There is hereby created a juvenile case manager fee (“case manager fee”), in the maximum amount authorized by law, pursuant to Article 102.0174 of the Texas Code of Criminal Procedure, as it exists or may be amended. The case manager fee is in addition to any other fines, penalties and/or court costs required by city ordinance or state or federal law. A separate case manager fee must be paid for each separate conviction of a fine-only misdemeanor offense.
- (b) *Assessment of Fee.* Except as provided in subsection (c) below, each defendant convicted of a fine-only misdemeanor offense in municipal court shall pay the case manager fee as a cost of court. The case manager fee does not apply to parking citations.
- (c) *Waiver.* The municipal court judge may waive the case manager fee in cases of demonstrated financial hardship on the part of a convicted defendant. By way of example only, the municipal court judge may waive the case manager fee if the judge has determined that the defendant is indigent; has insufficient resources or income to pay the case manager fee; or is otherwise unable to pay all or part of the underlying fine or costs.
- (d) *Collection of fee; payment to City treasury.* The municipal court clerk is hereby authorized and required to collect the case manager fee and to pay the same to the treasury of the City. All fees so collected and paid over to the treasury of the City shall be segregated in the fund.

- (e) *Use of fund.* The fund shall be used only for the purpose of financing the salary, benefits, training, travel expenses, office supplies and other necessary expenses relating to the position of a juvenile case manager who is employed by the municipal court under Article 45.056 of the Texas Code of Criminal Procedure, as it exists or may be amended, and for any other purpose authorized by Article 102.0174 of the Texas Code of Criminal Procedure, as it exists or may be amended. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.
- (f) *Administration.* The fees shall be administered by or under the direction of the City Council.
- (g) *Application.* The case manager fee shall be charged and applied only to conduct that occurs on or after April 1, 2014.

Sec. 34-26 Collection Fee.

- (a) *Creation; authority.* Pursuant to Article 103.0031, Texas Code of Criminal Procedure, as it exists or may be amended, there is hereby created a collection fee (“collection fee”) in the amount of thirty percent (30%) of debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds and restitution ordered paid by the municipal court serving the City or a hearing officer serving the City under Chapter 682, Texas Transportation Code, as it exists or may be amended, and amounts in cases in which the accused has failed to appear:
 - (1) As promised under Subchapter A, Chapter 543, Transportation Code, as it exists or may be amended, or other law;
 - (2) In compliance with a lawful written notice to appear issued under Article 14.06(b), Texas Code of Criminal Procedure, as it exists or may be amended, or other law;
 - (3) In compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure, as it exists or may be amended;
 - (4) In compliance with a lawful order of a court serving the City; or
 - (5) As specified in a citation, summons or other notice authorized by Section 682.002, Texas Transportation Code, as it exists or may be amended, that charges the accused with a parking or stopping offense.

- (b) *Assessment of fee.* The collection fee shall be assessed and collected when such debts, accounts receivable and amounts are more than sixty (60) days past due and have been referred to an attorney or other vendor for collection. The collection fee is in addition to any other fines, penalties and/or court costs required by city ordinance or state or federal law. A separate collection fee must be paid for each separate conviction to which it applies.

Secs. 34-27 – 34-40 Reserved.”

SECTION 3: Amendment to Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances. Section XII (Municipal Court Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances is hereby amended to add the following:

“XII. Municipal Court Fees

A. Reserved.”

SECTION 4: Penalty. Any person, firm, corporation or entity violating or refusing to comply with any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding two thousand dollars (\$2,000.00) for each offense if the offense relates to public health and sanitation, otherwise the fine shall be in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it under local, state and federal law.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of such ordinances shall remain in full force and effect.

SECTION 7: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 12th day of July, 2016.

Eric Hogue, Mayor

**ATTESTED AND CORRECTLY
RECORDED:**

Carole Ehrlich, City Secretary

Date of Publication: July 20, 2016, *The Wylie News*



Wylie City Council

AGENDA REPORT

Meeting Date:	<u>July 12, 2016</u>	Item Number:	<u>D</u> <i>(City Secretary's Use Only)</i>
Department:	<u>Purchasing</u>	Account Code:	<u>various</u>
Prepared By:	<u>Purchasing</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>June 29, 2016</u>	Exhibits:	<u>Resolution</u>

Subject

Consider, and act upon, Resolution No. 2016-16(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an interlocal agreement between U.S. Communities™ Government Purchasing Alliance and the City of Wylie providing for a cooperative purchasing program for goods and services.

Recommendation

A motion to approve Resolution No. 2016-16(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an interlocal agreement between U.S. Communities™ Government Purchasing Alliance and the City of Wylie providing for a cooperative purchasing program for goods and services.

Discussion

Section 791.025 of the Texas Government Code AND Chapter 271.102 of the Texas Local Government Code permits Interlocal Agreements between local governments for the purchase of goods and services; thus satisfying the requirement of the City to seek competitive bids for the purchase of goods and services through supplier contracts.

Staff recommends the approval of an interlocal cooperative purchasing agreement between the City of Wylie and U.S. Communities™ Government Purchasing Alliance as highly beneficial to maintain cost beneficial goods and services.

RESOLUTION NO. 2016-16(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN U.S. COMMUNITIES™ GOVERNMENT PURCHASING ALLIANCE AND THE CITY OF WYLIE PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES

WHEREAS, Chapter 271.102 of the Texas Local Government Code does permit Interlocal Agreements between local governments for the purpose of purchasing of goods and services; and

WHEREAS, Chapter 271.102 of the Texas Local Government Code does satisfy the requirement of local governments to seek competitive bids for the purchase of goods and services through supplier contracts; and

WHEREAS, the City of Wylie is of the opinion that an Interlocal Cooperative Purchasing Agreement between the City of Wylie and U.S. COMMUNITIES™ GOVERNMENT PURCHASING ALLIANCE will be highly beneficial to the taxpayers as a result of the anticipated savings to be realized, and;

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as the lead procurement agency for U.S. Communities™; subject to the applicable local purchasing ordinances and laws of the state of purchase;

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

SECTION 1: That the City of Wylie, Texas is authorized to enroll and participate in the purchasing program known as the and U.S. COMMUNITIES™ GOVERNMENT PURCHASING ALLIANCE and purchases made through such program shall be deemed to meet the agencies competitive purchasing requirements.

SECTION 2: 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, the Interlocal Agreement between the City of Grand Prairie and the City of Wylie.

SECTION 3: A representative of the City of Wylie, Texas named as Glenna Hayes, Purchasing Agent, is authorized to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Wylie, Texas.

SECTION 4: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 12th day of July, 2016.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Purchasing
Prepared By: Purchasing
Date Prepared: June 29, 2016

Item Number: E
(City Secretary's Use Only)
Account Code: various
Budgeted Amount: _____
Exhibits: Resolution

Subject

Consider, and act upon, Resolution No. 2016-17(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an interlocal contract between Harris County Department of Education (HCDE) Alliance and the City of Wylie, providing for a cooperative purchasing program for goods and services.

Recommendation

A motion to approve Resolution No. 2016-17(R) of the City Council of the City of Wylie, Texas, hereby authorizing the City Manager to enter into an interlocal contract between Harris County Department of Education (HCDE) Alliance and the City of Wylie, providing for a cooperative purchasing program for goods and services.

Discussion

Section 791.025 of the Texas Government Code AND Chapter 271.102 of the Texas Local Government Code permits Interlocal Agreements between local governments for the purchase of goods and services; thus satisfying the requirement of the City to seek competitive bids for the purchase of goods and services through supplier contracts.

Staff recommends the approval of an interlocal cooperative purchasing agreement between the City of Wylie and Harris County Department of Education (HCDE) as highly beneficial to maintain cost beneficial goods and services.

RESOLUTION NO. 2016-17(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE) AND THE CITY OF WYLIE PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES.

WHEREAS, Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code do permit Interlocal Agreements between local governments for the purpose of purchasing of goods and services; and

WHEREAS, , Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code do satisfy the requirements of local governments to seek competitive bids for the purchase of goods and services through supplier contracts; and

WHEREAS, the City of Wylie is of the opinion that an Interlocal Purchasing Agreement between the City of Wylie and Harris County Department Of Education (HCDE), will be highly beneficial to the taxpayers as a result of the anticipated savings to be realized, and;

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as the Harris County Department Of Education (HCDE); subject to the applicable local purchasing ordinances and laws of the state of purchase;

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

SECTION 1: That the City of Wylie, Texas is authorized to enroll and participate in the purchasing cooperative known as Choice Partners sponsored by the Harris County Department of Education (HCDE); and purchases made through such program shall be deemed to meet the agencies competitive purchasing requirements.

SECTION 2: 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, the Interlocal Agreement between Harris County Department of Education (HCDE) and the City of Wylie.

SECTION 3: A representative of the City of Wylie, Texas named as Glenna Hayes, Purchasing Agent, is authorized to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Wylie, Texas.

SECTION 4: This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 12th day of July, 2016.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Planning
Prepared By: Renaë Ollie
Date Prepared: July 1, 2016

Item Number: F
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon, approval of a Final Plat for Platinum Storage Country Club Subdivision (PD 2015-07), creating two commercial lots on 11.0216 acres, generally located on the east side of Country Club Road and approximately 600' north of Brown Street.

Recommendation

Motion to approve a Final Plat for Platinum Storage Country Club Subdivision (PD 2015-07), creating two commercial lots on 11.0216 acres, generally located on the east side of Country Club Road and approximately 600' north of Brown Street.

Discussion

Owner: Ron Valk

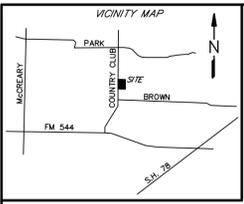
Applicant: Scott Davis, Davis Surveying

The property totals 11.0216 acres and will create two commercial lots. The subject property is a Planned Development (PD 2015-17), which consists of a self-storage use fronted by a retail use along Country Club Road. The property was the subject of a Zoning Case approved by City Council in early 2015 and a Preliminary Plat approved in August 2015.

As approved on the Concept Plan, Lot 1 will consist of retail type uses. Lot 2 will be self-storage with boat and RV storage. The northwest corner of lot 2 will be used for a manager's office and a self-storage building architecturally compatible with the retail on Lot 1.

As shown on the plat, there are large landscape areas along the south and east property lines.

The Commission voted 4-0 to recommend approval of the request subject to additions and alterations as required by the City Engineering Department.



OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS Ron Valk, is the owner of that same tract land situated in the Charles Atterbury Survey, Abstract No. 22, City of Wylie, Collin County, Texas, and being all of that same tract of land described in deed to Ron Valk, recorded in Instrument Number 20150520000590020 of the Deed Records of Collin County, Texas, and said tract of land being more particularly described as follows:

BEGINNING at a 1/2 iron rod found at the northeast corner of Lot 4, Block A of Zlan Corner Addition, an addition to the City of Wylie, Texas, recorded in Cabinet R, Slide 16 of the Plat Records of Collin County, Texas, and said point being in the west line of that same tract of land described in deed to Birmingham Land, Ltd, recorded in Instrument Number 94-0029675 of the Deed Records of Collin County, Texas;

THENCE S 89°38'09" W, 775.29' along the north line of said Lot 4 to a cross found for corner in the east line of Country Club Road (F.M. 1378 - a variable width R.O.W.);

THENCE N 01°00'21" W, 386.06' along the east line of Country Club Road to a 3" aluminum disk found for corner;

THENCE S 89°18'36" W, 14.94' along the east line of Country Club Road to a 3/4" iron rod found for corner;

THENCE N 00°41'23" W, 75.80' along the east line of Country Club Road to a cross found for corner at the beginning of a curve to the right having a central angle of 02°58'57" and a radius of 2,937.86';

THENCE around said curve and along the east line of Country Club Road, a distance of 152.92' to a cross found at the southwest corner of that same tract of land described in deed to Gary L. Cox, recorded in Instrument Number 20080401000381330 of the Deed Records of Collin County, Texas;

THENCE N 89°43'01" E, 788.12' along the south line of said Cox property to a 1/2" iron rod found for corner in the west line of the aforementioned Birmingham Land, Ltd property;

THENCE S 00°42'54" E, 613.52' along the west line of said Birmingham Land, Ltd property to the Point of Beginning and containing 480,100.60 square feet or 11.0216 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RON VALK, acting herein by and through the duly authorized officer, does hereby adopt this plat designating the herein above described property as PLATINUM STORAGE COUNTRY CLUB ADDITION, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

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

WITNESS, my hand, this the ___ day of _____ 2015.

RON VALK, Owner

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 Ron Valk, 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 purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the ___ day of _____ 2015.

Notary Public in and for the State of Texas

FINAL PLAT
PLATINUM STORAGE
COUNTRY CLUB ADDITION

2 LOTS
11.0216 ACRES OF LAND SITUATED THE C. ATTERBURY SURVEY,
ABSTRACT NO. 22,
CITY OF WYLIE, COLLIN COUNTY, TEXAS.

ENGINEER OWNER

PAUL CRAGUN
CUMULUS DESIGN
PAUL@CUMULUSDESIGN.NET
PH. 214-235-0367

RON VALK
1834 S. FM 551
FATE, TEXAS 75189
PH. 469-222-1597

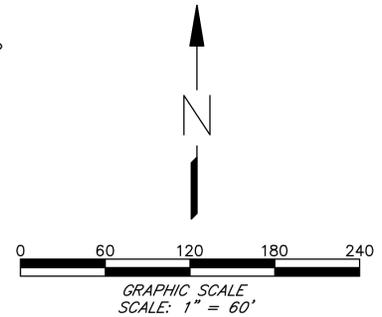
DAVIS LAND SURVEYING CO., INC.
9777 FERGUSON ROAD, SUITE 105 dslc@bcbglobe.net
DALLAS, TEXAS 75228 214-321-0569

DATE: 7/1/2015
JOB NO. 14141

REVISED PLAT 5/18/16
REVISED PLAT 7/27/15
ORIGINALLY SURVEYED 11/22/2014

FIRM REG. NO. 10009600

LINE	LENGTH	BEARING
L1	303.49'	S89°43'01"W
L2	31.67'	N00°16'59"W
L3	68.99'	S89°43'01"W
L4	24.00'	N00°16'59"W
L5	453.58'	S89°43'01"W
L6	436.62'	N00°16'59"W
L7	405.17'	S89°38'09"W
L8	125.87'	S88°59'39"W
L9	0.27'	N00°21'51"W
L10	305.12'	N01°00'21"W
L11	81.15'	S89°43'01"W
L12	31.01'	N00°41'23"W
L13	47.50'	S89°43'01"W
L14	303.00'	N01°00'21"W
L15	47.50'	S88°59'39"W
L16	303.60'	N01°00'21"W
L17	6.60'	S89°43'01"W
L18	291.46'	N00°16'59"W
L19	2.93'	S89°38'09"W
L20	291.49'	N01°00'21"W
L21	95.19'	S89°38'09"W
L22	159.67'	N00°16'59"W
L23	95.19'	S89°43'01"W
L24	159.53'	N00°16'59"W
L25	159.41'	N00°16'59"W
L26	97.41'	S89°43'01"W
L27	159.28'	N00°16'59"W
L28	97.41'	S89°38'09"W
L29	276.60'	S89°43'01"W
L30	47.67'	N00°16'59"W
L31	276.60'	S89°43'01"W
L32	47.67'	N00°16'59"W
L33	276.60'	S89°43'01"W
L34	37.67'	N00°16'59"W
L35	276.60'	S89°43'01"W
L36	37.67'	N00°16'59"W
L37	19.63'	S89°38'09"W
L38	100.79'	S88°38'09"W
L39	162.77'	S89°38'09"W
L40	102.44'	N00°16'59"W
L41	137.01'	N01°00'21"W
L42	134.62'	N01°00'21"W
L43	91.96'	S89°43'01"W
L44	38.93'	S89°43'01"W
L45	28.81'	S89°43'01"W
L46	11.87'	S00°16'59"E
L47	10.00'	S89°43'01"W
L48	11.87'	S00°16'59"E
L49	14.84'	S00°16'59"E
L50	15.00'	S89°43'01"W
L51	14.84'	S00°16'59"E
L52	10.68'	S00°16'59"E
L53	30.00'	S89°43'01"W
L54	10.68'	S00°16'59"E
L55	49.44'	N00°16'59"W
L56	16.40'	S89°43'01"W
L57	15.00'	N00°16'59"W
L58	31.40'	S89°43'01"W
L59	46.98'	N00°16'59"W
L60	32.94'	S00°16'59"E
L61	15.00'	N89°43'01"E
L62	52.67'	S00°16'59"E
L63	118.37'	S89°43'01"W
L64	131.81'	S89°43'01"W
L65	10.00'	S00°16'59"E
L66	23.53'	S89°43'01"W
L67	15.00'	N00°16'59"W
L68	23.53'	S89°43'01"W
L69	16.00'	N00°21'51"W
L70	15.00'	S89°38'09"W
L71	16.00'	N00°21'51"W
L72	13.75'	N01°00'21"W
L73	15.00'	S88°59'39"W
L74	13.75'	N01°00'21"W
L75	53.69'	S88°59'39"W
L76	15.00'	N01°00'21"W
L77	53.69'	S88°59'39"W
L78	44.21'	N88°59'39"E
L79	20.00'	N01°00'21"W
L80	44.21'	N88°59'39"E



"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 _____

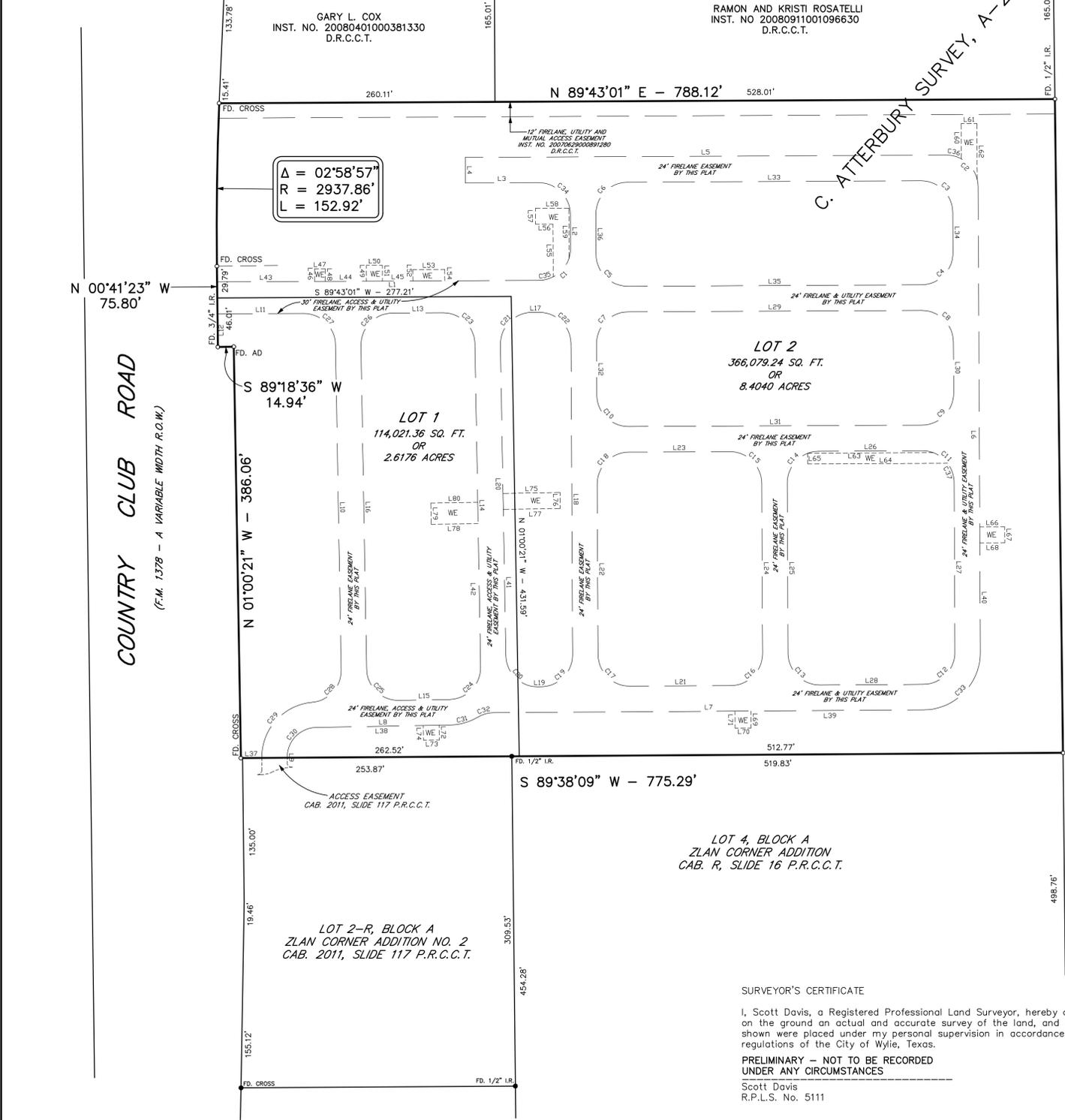
The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the DOLLAR TREE ADDITION, an addition to the City of Wylie was submitted to the City Council on the ___ day of _____, 2014 and the Council, by formal action, then and there accepted the 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., 2015.

City Secretary
City of Wylie, Texas

CURVE	LENGTH	RADIUS	DELTA
C1	47.12'	30.00'	90°00'00"
C2	47.12'	30.00'	90°00'00"
C3	19.44'	30.00'	37°07'59"
C4	47.12'	30.00'	90°00'00"
C5	47.12'	30.00'	90°00'00"
C6	47.12'	30.00'	90°00'00"
C7	47.12'	30.00'	90°00'00"
C8	47.12'	30.00'	90°00'00"
C9	47.12'	30.00'	90°00'00"
C10	47.12'	30.00'	90°00'00"
C11	47.12'	30.00'	90°00'00"
C12	47.08'	30.00'	89°55'08"
C13	47.17'	30.00'	90°04'52"
C14	47.12'	30.00'	90°00'00"
C15	47.12'	30.00'	90°00'00"
C16	47.08'	30.00'	89°55'08"
C17	47.17'	30.00'	90°04'52"
C18	47.12'	30.00'	90°00'00"
C19	47.08'	30.00'	89°55'08"
C20	46.79'	30.00'	89°21'30"
C21	47.50'	30.00'	90°43'22"
C22	47.12'	30.00'	90°00'00"
C23	46.75'	30.00'	89°16'38"
C24	47.12'	30.00'	90°00'00"
C25	47.12'	30.00'	90°00'00"
C26	47.50'	30.00'	90°43'22"
C27	46.75'	30.00'	89°16'38"
C28	45.06'	30.00'	86°03'50"
C29	77.53'	52.00'	85°25'20"
C30	43.67'	28.00'	89°21'30"
C31	27.84'	54.00'	29°32'34"
C32	15.80'	30.00'	30°11'04"
C33	84.75'	54.00'	89°55'08"
C34	47.12'	30.00'	90°00'00"
C35	14.02'	30.00'	26°46'22"
C36	14.85'	30.00'	28°21'21"

LEGEND
R.O.W. RIGHT-OF-WAY
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
INST. INSTRUMENT NO.
NO. NUMBER
CAB. CABINET
FD. FOUND
I.R. IRON ROD
WE. WATER EASEMENT BY THIS PLAT



NOTES:
SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
BEARINGS BASED ON STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
THE COORDINATES SHOWN ARE DERIVED FROM CITY OF WYLIE MONUMENT CM 3 WHICH IS TIED TO NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE.

SURVEYOR'S CERTIFICATE
I, Scott Davis, a Registered Professional Land Surveyor, hereby certify that I have performed on the ground an actual and accurate survey of the land, and that the corner monuments shown were placed under my personal supervision in accordance with the platting rules and regulations of the City of Wylie, Texas.
PRELIMINARY - NOT TO BE RECORDED UNDER ANY CIRCUMSTANCES
Scott Davis
R.P.L.S. No. 5111
STATE OF TEXAS:
COUNTY OF DALLAS:
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Scott Davis, 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 purposes and considerations therein expressed and in the capacity therein stated.
GIVEN under my hand and seal of office, this the ___ day of _____, 2014.
Notary Public in and for the State of Texas



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: Fire
Prepared By: Fire
Date Prepared: June 29, 2016

Item Number: 1
(City Secretary's Use Only)
Account Code: Revenue / 100-4000-43530
YR1:\$330,000; YR2:\$190,000;
YR3:\$190,000; YRS4-25:min.
Budgeted Amount: \$218,500 per year.
Exhibits: 2

Subject

Consider, and act upon, Resolution No. 2016-18(R) authorizing the City Manager to execute an Agreement for Fire Protection Services/Emergency Medical Services between the City of Wylie and Inspiration Residential Association, Inc.

Recommendation

Motion to approve, Resolution No. 2016-18(R) authorizing the City Manager to execute an Agreement for Fire Protection Services/Emergency Medical Services between the City of Wylie and Inspiration Residential Association, Inc.

Discussion

The City of Wylie will provide medical and fire protection services to Inspiration Residential Association, Inc. (IRA) and its members for a term of 25 years. In the initial three year contract, IRA will compensate the City of Wylie a one-time equipment fee of \$140,000.00. An additional fee of \$190,000.00 annually will be paid in quarterly installments over the same three year contract term.

Upon completion of the initial three year contract term, compensation will evolve to:

Quarterly Payments. The Association shall make quarterly payments to Wylie equal to the greater of the following:

- (1) The sum of forty-seven thousand five hundred and 00/100 dollars (\$47,500.00) plus 15%, or a total of \$54,625; or
- (2) An amount equal to (A) one fourth of the sum of (i) the Full Cost of Service Per Service Connection plus (ii) the Out-of-City Service Charge (B) multiplied by the number of actual Service Connections within the Service Area for the calendar quarter immediately preceding the Service Connection Audit Date. The "Service Connection Audit Date" shall be the first day of the third month of the applicable calendar quarter. On or before March 15, June 15, September 15, and December 15 of each year, the Association must submit a report to Wylie showing the

number of actual Service Connections within the Service Area for the Service Connection Audit Date for the applicable calendar quarter. Increases to the Full Cost of Service shall be effective as of January 1 of the each year and shall be based on the budget for the fiscal year in which the increase to the Full Cost of Service occurs. [For example, the Full Cost of Service commencing on January 1, 2016 shall be based on the budget for the 2015-2016 fiscal year effective October 1, 2015.] Wylie shall provide the Association with sixty (60) days prior written notice of any annual increase in the Full Cost of Service.

RESOLUTION NO. 2016-18(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE AN AGREEMENT FOR FIRE PROTECTION SERVICES / EMERGENCY MEDICAL SERVICES BETWEEN THE INSPIRATION RESIDENTIAL ASSOCIATION, INC. 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, an Agreement for Fire Protection Services/Emergency Medical Services between the Inspiration Residential Association, Inc. and the City of Wylie.

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

RESOLVED THIS THE 12th day of July, 2016.

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (“Agreement”) is made by and between **Inspiration Residential Association, Inc.**, a Texas nonprofit corporation (“Association”), and the **City of Wylie, Texas**, a home-rule municipality (“Wylie”). The Association and Wylie are sometimes referred to collectively as the “parties” or individually as a “party.”

RECITALS

WHEREAS, the Association was formed to further the interests of the owners of the real property located within the planned development community located in Collin County, Texas commonly known as “Inspiration,” the Community (hereinafter defined); and

WHEREAS, the Community is located in close proximity to Wylie, outside of the corporate limits of Wylie; and

WHEREAS, pursuant to the Charter, each person who owns a Unit (hereinafter defined) within the Community is a member of the Association and must pay certain assessments to the Association; and

WHEREAS, the District (hereinafter defined) provides certain services and facilities, including water supply and distribution services and facilities, to the Community; and

WHEREAS, Wylie is engaged in providing Fire Protection Services (hereinafter defined) and Emergency Medical Services (hereinafter defined) for the benefit of the citizens of Wylie; and

WHEREAS, pursuant to the Charter, the Association is authorized to contract with and pay Wylie to provide Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the Association desires to obtain Fire Protection Services and Emergency Medical Services from Wylie for the benefit of the Association; and

WHEREAS, the provision of Fire Protection Services and Emergency Medical Services by Wylie is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, the Association desires to pay Wylie for providing the Fire Protection Services and Emergency Medical Services to the Association under the terms and conditions of this Agreement.

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

I.
DEFINITIONS

As used in this Agreement, the following words and phrases have the following meanings:

Association means the Inspiration Residential Association, Inc., a Texas nonprofit corporation.

Charter means the Association's Community Charter for Inspiration, filed of record on January 9, 2015 in the Collin County Land Records under Instrument No. 20150109000028030, and all amendments and supplements thereto.

Community means the real property that is made subject to the terms of the Association's Charter, as it exists or may be amended.

District means the Collin County Water Control and Improvement District No. 3, a water control and improvement district created under Section 59 of Article XVI of the Texas Constitution and operating under Chapters 49 and 51 of the Texas Water Code.

Effective Date means the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature below.

Emergency Medical Services means services regularly provided by Wylie to persons located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, which services are used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

Fire Protection Services means all fire suppression and rescue services regularly provided by Wylie to persons and property located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, except for Emergency Medical Services, fire inspections of buildings and properties, public education services, code enforcement services and arson investigations.

Full Cost of Service means Wylie's annual cost of providing all of the Fire Protection Services and Emergency Medical Services. Full Cost of Service shall be calculated annually as part of Wylie's budget process in the following manner and shall be equal to the aggregate of:

- (a) Direct recurring costs of Wylie's Fire Department as reflected in Wylie's current annual budget, exclusive of direct costs for fire inspections of buildings and properties, public education services, code enforcement services and arson investigations;
[Ex. If Wylie's fiscal year is FY15, Wylie's FY15 budget is the current annual budget, and the direct recurring costs of the Fire Department, as provided in this subsection, will be reflected in the FY15 budget for the Association's 2016 calendar year payments];

- (b) Direct recurring costs of Wylie's dispatch operations as reflected in Wylie's current annual budget, prorated to reflect the percentage of all dispatch calls, as reported by Wylie's public safety dispatch system, that are attributable to Fire Protection Services and Emergency Medical Services;
[Ex. If Wylie's fiscal year is FY15, Wylie's FY15 budget is the current annual budget, and the direct recurring costs of Wylie's dispatch operations, as provided in this subsection, will be reflected in the FY15 budget for the Association's 2016 calendar year payments];
- (c) Indirect and overhead costs attributed to the Fire Department, which shall be comprised of prorated costs for management oversight, human resource services, accounting services, building use fees and legal services. Such indirect costs shall be calculated and prorated in the manner customarily used by Wylie for such purposes; and
- (d) Indirect and overhead costs attributed to dispatch services, as reported by Wylie's public safety dispatch system, which shall be calculated and prorated in the same manner as described above relative to indirect and overhead costs of the Fire Department, and further prorated to reflect the percentage of all dispatch calls that are attributable to Fire Protection Services and Emergency Medical Services.

Full Cost of Service Per Service Connection shall be equal to the Full Cost of Service divided by the number of Service Connections as of the end of the prior fiscal year for Wylie.

[Ex. If Wylie's fiscal year is FY16, Wylie will use the Service Connections as of September 30, 2015, the prior fiscal year.]

Out-of-City Service Charge means an additional charge to be paid by the Association to Wylie in an amount equal to fifteen percent (15%) of the Full Cost of Service Per Service Connection.

Residential Unit means any building or part of a building designed for permanent occupancy by one family. A detached single-family residential unit is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit.

Service Connection means either a Residential Unit or nonresidential unit that is connected to a potable water supply system servicing residents within Wylie or the potable water supply systems servicing Residential Units or nonresidential units within the Service Area or any other area for which Wylie provides Fire Protection Services.

Service Area means the area of land within the boundaries of the Community, as depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Water Distribution System means the fire hydrants, connections and water supply and distribution systems within the Service Area.

Wylie means the City of Wylie, Texas, a home-rule municipality.

II. **SERVICES**

- (a) During the term of this Agreement, Wylie will provide Fire Protection Services and Emergency Medical Services to persons, buildings and property located within the Service Area.
- (b) In providing Fire Protection Services and Emergency Medical Services within the Service Area, Wylie will follow its adopted standard operating procedures regularly used for all residents of Wylie; provided, however, that Wylie shall have the right and discretion, without being in breach of this Agreement and without liability to the Association or its members or any other person, to determine:
 - (1) the Fire Protection Services or Emergency Medical Services that are needed in a particular case;
 - (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services or Emergency Medical Services;
 - (3) the order in which to respond to requests for Fire Protection Services or Emergency Medical Services; and
 - (4) the time in which to respond to a request for Fire Protection Services or Emergency Medical Services.
- (c) The parties acknowledge that Wylie also must respond to requests for Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie and that Wylie has contracts to provide Fire Protection Services and Emergency Medical Services to other entities. Nothing in this Agreement shall prohibit Wylie from performing Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie or to other entities.

III. **FACILITIES AND EQUIPMENT**

- (a) As of the date of this Agreement, Wylie owns and/or operates certain facilities and equipment used to perform Fire Protection Services and Emergency Medical Services, including fire stations, pumpers, booster trucks, squad trucks, command vehicles, ambulances and other necessary equipment. In providing Fire Protection Services and Emergency Medical Services to the Association, Wylie shall be solely responsible for the operation and maintenance of its facilities and equipment, subject to its right and discretion, without being in breach of this Agreement and without liability to the

Association or its members or residents, to determine the amount and quality of facilities and equipment used in providing the Fire Protection Services and Emergency Medical Services under this Agreement.

- (b) This Agreement shall not obligate Wylie to construct or keep any facilities, equipment or personnel within the Service Area or to designate, reserve or devote all or part of Wylie's facilities, equipment or personnel exclusively to or for the use of the Association in carrying out this Agreement.
- (c) The parties acknowledge that in performing Fire Protection Services in the Service Area, Wylie will use the Water Distribution System and water supply available in the Service Area, but Wylie shall not be responsible for providing for, constructing, inspecting, maintaining or repairing any part of the Water Distribution System or water supply in or near the Service Area. Wylie shall not be liable to the Association, any Association member or any other person for any deficiency or malfunction of the Water Distribution System or water supply located in or near the Service Area. Wylie, however, agrees to use reasonable commercial efforts to notify the Association of any deficiencies in the Water Distribution System of which Wylie becomes aware.

IV. **DESIGNATED REPRESENTATIVE**

Each party shall designate, in writing or by email, one individual to serve as the contact person between the Association and Wylie ("Representative"). Each Representative will be responsible for communicating any concerns or complaints regarding policies, procedures and/or practices. The Association acknowledges and agrees that laws governing patient privacy may prevent Wylie from disclosing information to the Association or the Association's Representative.

V. **COMPENSATION**

In consideration of Wylie providing the Fire Protection Services and Emergency Medical Services under this Agreement, the Association shall compensate Wylie as follows:

- (a) Quarterly Payments. The Association shall make quarterly payments to Wylie equal to the greater of the following:
 - (1) The sum of forty-seven thousand five hundred and 00/100 dollars (\$47,500.00) plus 15%, or a total of \$54,625; or
 - (2) An amount equal to (A) one fourth of the sum of (i) the Full Cost of Service Per Service Connection plus (ii) the Out-of-City Service Charge (B) multiplied by the number of actual Service Connections within the Service Area for the calendar quarter immediately preceding the Service Connection Audit Date. The "Service Connection Audit Date" shall be the first day of the third month of the applicable calendar quarter. On or before March 15, June 15, September 15 and December

15 of each year, the Association must submit a report to Wylie showing the number of actual Service Connections within the Service Area for the Service Connection Audit Date for the applicable calendar quarter. Increases to the Full Cost of Service shall be effective as of January 1 of the each year and shall be based on the budget for the fiscal year in which the increase to the Full Cost of Service occurs. [For example, the Full Cost of Service commencing on January 1, 2016 shall be based on the budget for the 2015-2016 fiscal year effective October 1, 2015.] Wylie shall provide the Association with sixty (60) days prior written notice of any annual increase in the Full Cost of Service.

Notwithstanding anything to the contrary herein, the first quarterly payment required under this Subsection (a) shall be prorated to reflect the percentage of the then-current calendar quarter remaining. Wylie will send an invoice to the Association for each quarterly payment due under this Agreement within five (5) days of the Effective Date and on or before the first day of each calendar quarter thereafter (e.g., January 1, April 1, July 1, October 1). Except for the first payment required under this Subsection (a) (which such payment is due within five (5) days of the Effective Date), the Association's payment shall be due on the thirtieth (30th) day after Wylie sends the invoice. For illustration purposes only, an example of the compensation rate calculation is set forth in Exhibit C.

- (b) One-Time Equipment Use Fee. In addition to all other fees and compensation under this Agreement, the Association shall pay to Wylie an amount equal to one hundred forty thousand and 00/100 dollars (\$140,000.00) within five (5) days of the Effective Date, representing a one-time fee for use of equipment in the provision of Fire Protection Services and Emergency Medical Services under this Agreement.

VI. SERVICE BILLING

Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and fees from persons or other entities to whom Fire Protection Services or Emergency Medical Services are provided under this Agreement ("Service Recipients"); provided, however, that such charges and fees are the same types of charges and fees and are calculated at the same rates that Wylie applies to residents within its corporate limits. The Association shall have no authority over, or responsibility for, any Service Recipient billing or collection activities for services provided by Wylie under this Agreement. The Service Recipient charges and fees billed or collected by Wylie under this Article shall be in addition to, and shall not affect, the Association's payment of any fees or other compensation under Article V (Compensation).

VII. TERM AND TERMINATION

The term of this Agreement shall be for a period of three (3) years beginning on the Effective Date (hereinafter defined) and shall automatically renew for twenty-two (22) successive one (1) year terms, unless terminated by either party in accordance with this

Agreement. Notwithstanding anything to the contrary herein, either party is entitled to terminate this Agreement at any time and for any reason by giving ninety (90) days prior written notice to the other party, provided that any such termination by the Association shall comply with applicable provisions of the Charter and the Association's notice of termination includes evidence of such compliance with the Charter in a form deemed reasonably acceptable to Wylie. In addition, this Agreement shall automatically terminate on any of the following dates: (a) the date the Association is dissolved or terminated; (b) the date the Association's Charter is terminated; or (c) Section 10.3 of Article 10 of the Association's Charter is amended without the prior approval of Wylie, as evidenced by its execution of such amendment or a resolution attached thereto consenting to the same. In the event of termination by either party, Wylie shall be compensated pro rata for all services performed up to and including the termination date.

VIII. DEFAULT

Either party is entitled to declare a default hereunder if the other party fails, refuses or neglects to comply with any of the terms of this Agreement. If a party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have ten (10) days from the receipt of such notice to cure any default.

IX. LIABILITY AND INSURANCE

- (a) Liability. Wylie shall not be liable to the Association or any other person or entity for its decisions in the manner or method of providing Fire Protection Services or Emergency Medical Services. This Agreement is not intended to waive or alter any defense or immunity Wylie has under state law for claims arising out of the performance of this Agreement, including the manner or method of providing Fire Protection Services or Emergency Medical Services.
- (b) Insurance. The Association shall procure and keep in full force and effect throughout the term of this Agreement, at its sole cost and expense, all of the insurance policies specified in, and required by the Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes. The Association also shall comply with all other requirements set forth in Exhibit B.

X. MISCELLANEOUS

- (a) Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party.
- (b) Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties with respect to the matters contained herein and supersedes all prior

negotiations, representations and agreements regarding these matters, either written or oral.

- (c) Amendment. This Agreement may be amended only by the mutual written agreement of the parties.
- (d) Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- (e) Independent Contractor. Each party represents and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other party; that each party shall have exclusive control of the details of the services performed hereunder and all persons performing the same; and that nothing in this Agreement shall be construed as creating a partnership or joint enterprise between the parties.
- (f) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- (g) Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; facsimile; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to the Association, addressed to it at:

Inspiration Residential Association, Inc.
Attn: Terry Bascher
3102 Oak Lawn, Suite 202
Dallas, Texas 75219
Telephone: _____
Facsimile: _____

and

Inspiration Residential Association
8200 Douglas, Avenue, Suite 300
Dallas, Texas 75225
Telephone: 214-750-1800
Facsimile: _____

Email: ebruni@huffinescommunities.com

If to Wylie, addressed to it at:
City of Wylie
Attn.: Mindy Manson, City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6018
Facsimile: (972) 516-6026
Email: mindy.manson@wylietetexas.gov

and

Wylie Fire Department
Attn.: Brent Parker, Wylie Fire Chief
2000 N. Hwy 78
Wylie, Texas 75098
Telephone: (972) 442-8111
Facsimile: (972) 442-8113
Email: brent.parker@wylietetexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

- (h) Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie not waived, nor shall be deemed hereby to have waived, any immunity (governmental, sovereign or official) or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- (i) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- (j) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

- (k) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Wylie and the Association.
- (l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- (m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- (n) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- (o) Authority. The undersigned officers or agents are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of Wylie and the Association.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

City of Wylie, Texas

By: _____
Mindy Manson, City Manager
Date: _____

ATTEST:

Carole Ehrlich, City Secretary

Inspiration Residential Association, Inc.

By: _____
_____, President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires: _____

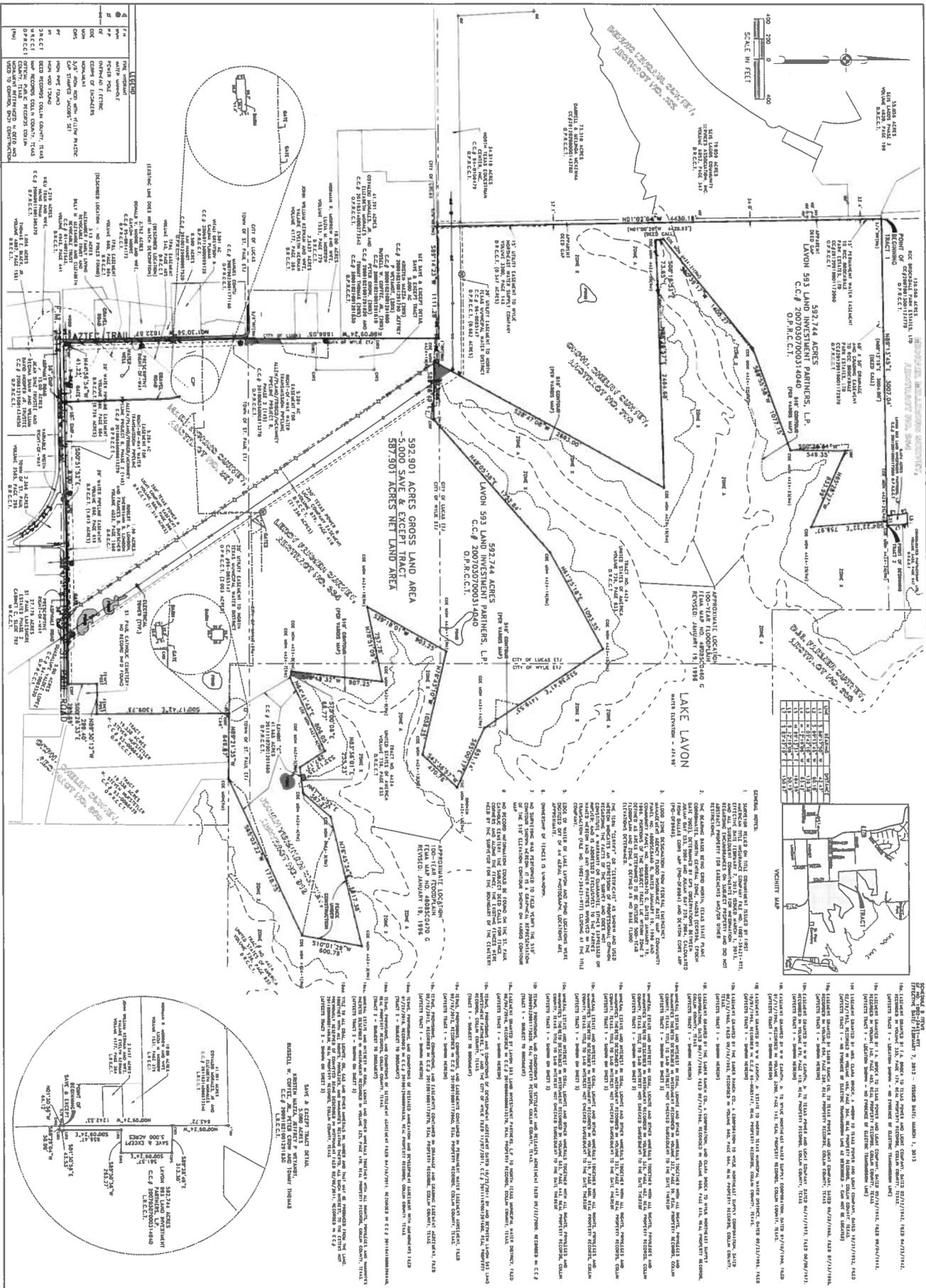
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for the **Inspiration Residential Association, Inc.** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public in and for the State of Texas
My Commission Expires: _____

Exhibit A Service Area



GENERAL NOTES:

1. SURVEY MADE BY THIS ENGINEER IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT, CHAPTER 491, SUBCHAPTER C, ARTICLE 101, RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS, TEXAS, AND THE PROFESSIONAL ENGINEERING ACT, CHAPTER 491, SUBCHAPTER C, ARTICLE 101, RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS, TEXAS, AND THE PROFESSIONAL ENGINEERING ACT, CHAPTER 491, SUBCHAPTER C, ARTICLE 101, RULES AND REGULATIONS OF THE BOARD OF ENGINEERING EXAMINERS, TEXAS.
2. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
3. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
4. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
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7. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
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9. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.
10. THE BOUNDARY LINES SHOWN ON THIS SURVEY ARE BASED ON THE RECORD DEEDS AND RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND THE RECORDS OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

PROPERTY MAP

TRACT	ACRES	OWNER
1	1.00	...
2	1.00	...
3	1.00	...
4	1.00	...
5	1.00	...
6	1.00	...
7	1.00	...
8	1.00	...
9	1.00	...
10	1.00	...

JACOBS
7500 LITTLEPOCK DRIVE, CALIS, TX 75247-4961
P:409.214.636 C:445 FAX:214.636.0447

SHEET 1 OF 3
FILE: 01-981.3

LAND TITLE SURVEY
587.901 ACRES & 0.474 ACRES

THE
LEROY FARMER SURVEY, ABSTRACT NO. 334
MICHAEL WILLIAMS SURVEY, ABSTRACT NO. 554
MARK MORRIS SURVEY, ABSTRACT NO. 561
SHELLEY SURVEY, ABSTRACT NO. 579
789, JOHANN SURVEY, ABSTRACT NO. 819
COLLIN COUNTY, TEXAS

PROJECT NO.	DATE	REVISIONS
WX40310	02/26/11	...
DATE	02/26/11	...
DRAWN BY	S C C	...
APPROVED BY	M B B	...
DATE	02/26/11	...

Exhibit A Service Area

LEGAL DESCRIPTION

APR 2013

LEGAL DESCRIPTION

TRACT

0.474 ACRES

REASONS

11/11/2013

11/11/2013

11/11/2013

11/11/2013

11/11/2013

11/11/2013

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11/11/2013

FILE: 01-0613

SHEET 2 OF 3

LAND TITLE SURVEY
587.901 ACRES & 0.474 ACRES

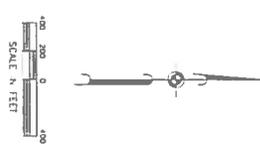
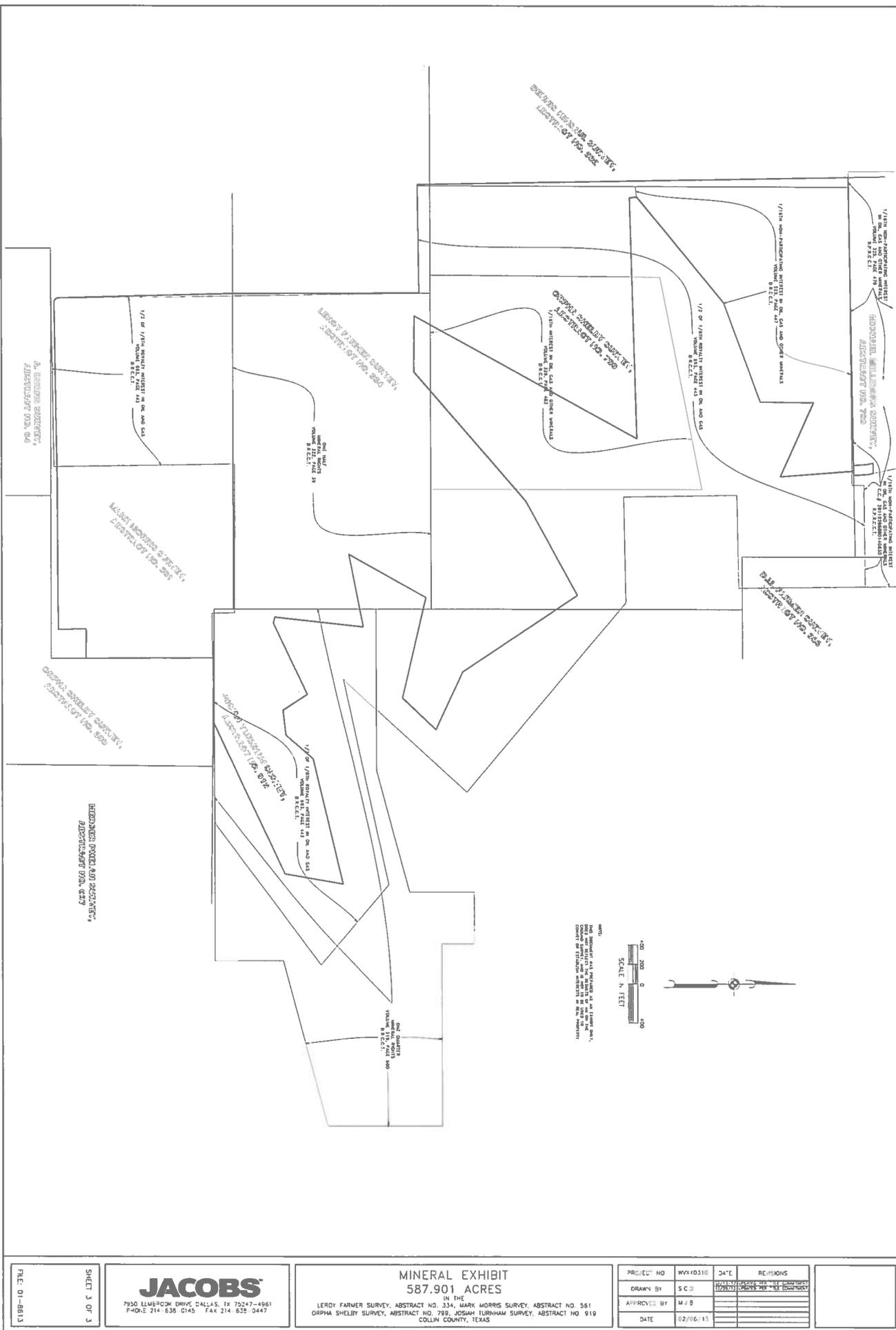
LEROY FARMER SURVEY, ABSTRACT NO. 334, MARK MORRIS SURVEY, ABSTRACT NO. 561,
MICHAEL WILLIAMS SURVEY, ABSTRACT NO. 564, ORPHEA SHELLEY SURVEY, ABSTRACT NO. 789,
JOSAM TURNHAM SURVEY, ABSTRACT NO. 819
COLLIN COUNTY, TEXAS

PROJECT NO.	WY0310	DATE	REASONS
DRAWN BY	S C O	DATE	11/11/2013
APPROVED BY	M B E	DATE	11/11/2013
DATE	07/06/13		

2013

Exhibit A

Service Area



NOTE:
This document was prepared as an exhibit to the survey and is not intended to be used as a separate document. It is subject to the same terms and conditions as the survey from which it was prepared.

FILE: 01-8613
SHEET 3 OF 3

JACOBS
7950 ELMERSON DRIVE, DALLAS, TX 75247-4961
P: 409.214.6360 FAX: 214.636.0447

MINERAL EXHIBIT
587.901 ACRES
IN THE
LEROY FARMER SURVEY, ABSTRACT NO. 581, MARK MORRIS SURVEY, ABSTRACT NO. 919
ORPHA SHELBY SURVEY, ABSTRACT NO. 799, JOSIAH TURNHAM SURVEY, ABSTRACT NO. 919
COLLIN COUNTY, TEXAS

PROJECT NO	WV40310	DATE	REVISIONS
DRAWN BY	SCD	02/06/13	02/06/13
APPROVED BY	MJB		
DATE	02/06/13		

Exhibit B
Insurance Requirements

- I. GENERAL INSURANCE REQUIREMENTS** – The Association shall, during the term of the Agreement, or any renewal or extension thereof, provide and maintain the types and amounts of insurance as set forth herein at the Association’s sole cost and expense. The Association is not relieved of any liability or other obligations arising under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. All insurance and certificate(s) of insurance shall contain the following provisions:
- A. Name Wylie and its City Council members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
 - B. Provide for at least thirty (30) days prior written notice of cancellation, non-renewal or material change or modification of any policies, evidenced by return receipt or United States Certified Mail. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
 - C. Provide for a waiver of subrogation against Wylie for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.
 - D. Provide an endorsement applicable to each policy.
- II. INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service.
- III. CERTIFICATE OF INSURANCE** – A Certificate of Insurance and accompanying endorsement evidencing the required insurance shall be submitted with the Association’s execution of the Agreement. If the Agreement is renewed or extended, a Certificate of Insurance and accompanying endorsement shall also be provided to Wylie prior to the date the Agreement is renewed or extended.
- IV. INSURANCE CHECKLIST** – “X” means that the following coverage is required for the Agreement:

Coverage Required	Limits
<input type="checkbox"/> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<input checked="" type="checkbox"/> 2. Commercial General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<input checked="" type="checkbox"/> 3. Coverage under the General Liability Insurance is primary to all other coverage City may possess.	
<input type="checkbox"/> 4. Other Insurance Requirements (state below):	

Exhibit C
Compensation Calculation Example



Inspiration Fire Protection & EMS Proposal

The following is an example of the compensation payable to Wylie for the provision of Fire Protection Services and Emergency Medical Services to the Community, using 2014/2015 applicable numbers as an illustration. The following is provided for illustration purposes only and is not intended to, and should not be construed as, modifying or superseding the terms and conditions of the parties' Agreement.

The rate of compensation is based, in part, on the cost residents of Wylie pay for Fire Protection Services and Emergency Medical Services plus a 15% administrative service fee, the "Out-of-City Service Charge." The rate will be adjusted as the budgets of the Fire Department and dispatch operations department are adjusted.

Initial Cost:

- \$190,000 – annually (payable in equal quarterly installments of \$47,500) plus 15%. This rate will be paid until the per Service Connection rate (see Section V(a)(2)) exceeds this amount.
- \$140,000 – one-time capital expense for squad unit and equipment.

Wylie Rate Calculation:

- 2014/2015 Fire and Emergency Communications Budget – \$7,732,513
- Service Connections within Wylie – 14,613
- Cost per Service Connection (Budget/Service Connections) – \$529

Inspiration Rate Calculation Example:

- 2014/2015 Cost per Wylie Service Connection – \$529
- 15% Out-of-City Service Charge – \$78.90
- Association cost per Service Connection – \$607.90

Quarterly Payment Example:

- By November 1, 2014, the Association will be provided the Wylie rate for 2015 based on the Fire Department and dispatch operations department budgets.
- For an example using the numbers above, \$529 per Service Connection plus the Out-of-City Service Charge of \$78.90 for a total of \$607.90 equals the Association Cost per Service Connection.

- By December 15, 2014, the Association will provide the number of Service Connections in the Community as of December 1, 2014.
- For this quarterly calculation example, assume 200 Association Service Connections as of December 15, 2014. \$151.98 (one-fourth of \$607.90) multiplied by 200 equals \$30,395, which is less than the sum of \$47,500 plus the 15% (or a total of \$54,625).
- Based on the previous calculation, on January 1, 2015, \$47,500 plus 15% will be paid.
- For second quarter of 2015, the Association's Service Connections increase but the calculated rate remains below the sum of \$47,500 plus 15% (or a total of \$54,625).
- On June 15, 2015, the Association provides updated information showing that the Association's Service Connections equal 375.
- The new calculated rate for the third quarter of 2015 is \$56,992.50, which exceeds the sum of \$47,500 plus 15% (or a total of \$54,625). The July 1, 2015 quarterly payment would therefore be \$56,992.50.



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: June 27, 2016

Item Number: 2
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Replacement Applications

Subject

Consider, and act upon, the appointment of a board member to the Animal Shelter Advisory Board to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.

Recommendation

Motion to appoint _____ as a board member to the Animal Shelter Advisory Board to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.

Discussion

The 2016 Boards and Commissions Interview Panel recommended Beatrice Cordova to be appointed as a member of the Animal Shelter Advisory Board. City Council subsequently approved her appointment.

Ms. Cordova has contacted the office declining the position due to family issues. Her term was to begin July 1, 2016.

Staff has attached qualified applicants who were not appointed to a position in 2016 or who applied after the May deadline. Staff is requesting an applicant be appointed to fill the vacant term.

2/24/2016

Edit/Add Request Information

Add/Edit Request

Update & Exit Update Cancel

Print Audit Trail

Assigned to: Tina Link

Request: 8238 Entered on: 02/23/2016 9:33 PM

Long form

Customer Information Create another request for customer

* Last name: Pace First name: Michael Phone: (972) 442-4100 Alt phone: (214) 289-7064 Email: [REDACTED]

* Address: 108 S. Jackson Ave., Suite 207 City: Wylie State: TX Zip code: 75098

* Topic: Board and Commission Application

Request type: Problem

Entered via: Web

* First Choice: Wylie Economic Development Board (Your first choice)

* Second Choice: Parks and Recreation Board (Your second choice)

* Third Choice: Historic Review Commission (Your third choice)

* Sub Committee?: Yes (Are you interested in serving on a sub committee?)

* Resident Length?: 9 (How long have you lived in Wylie?)

Registered Voter?: Yes (Are you a registered voter?)

* County of Voter Registration: Collin

* Occupation: Attorney

Date of Birth: [REDACTED]

* Business Owner?: Yes (Do you own a business?)

Business Name: Law Office of Michael (If business owner, please answer the following)

Business Address: 108 S. Jackson Ave.,

Business Phone: 972-442-4100

Business Email: michael.pace@wyliei

Attachments: Add Attachments

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description: I would enjoy becoming more involved in the city government and community. I bring lots of real world experience and a desire to continue to improve the quality of the City of Wylie as we continue to grow.

Reason closed: This must be filled in to close the request. Contents of field, and attachments that are marked as Send to Customer when Closed, are e-mailed for customer notification.

Due Date: 03/04/2016 Leave blank for automatic calculation

Insert Reason Closed: (Select message from list)

Update & Exit Update Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message (Select message from list), then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Send to Manager

Add Internal Note

Send to Employee(s)...

Add/Edit Request

Update & Exit

Update

Cancel

Print

Audit Trail

Assigned to: Tina Link

Request: 9371 Entered on: 06/03/2016 3:37 PM

Long form

Customer Information

Create another request for customer

* Last name: First name: Phone: Alt phone: Email:

* Address: City: State: Zip code:

* Topic:

Request type:

Entered via:

* First Choice: (Your first choice)

* Second Choice: (Your second choice)

* Third Choice: (Your third choice)

* Sub Committee?: (Are you interested in serving on a sub committee?)

* Resident Length?: (How long have you lived in Wylie?)

Registered Voter?: (Are you a registered voter?)

* County of Voter Registration:

* Occupation:

Date of Birth:

* Business Owner?: (Do you own a business?)

Business Name: (If business owner, please answer the following)

Business Address:

Business Phone:

Business Email:

Attachments: [Add Attachments](#)

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description:

Reason closed:

Due Date: Leave blank for automatic calculation

Insert Reason Closed:

Update & Exit

Update

Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message , then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Add/Edit Request

Update & Exit

Update

Cancel

Print

Audit Trail

Assigned to: Tina Link

Request: 9456 Entered on: 06/09/2016 5:43 PM

Long form

Customer Information

Create another request for customer

* Last name: First name: Phone: Alt phone: Email:

* Address: City: State: Zip code:

* Topic:

Request type:

Entered via:

* First Choice: (Your first choice)

* Second Choice: (Your second choice)

* Third Choice: (Your third choice)

* Sub Committee?: (Are you interested in serving on a sub committee?)

* Resident Length?: (How long have you lived in Wylie?)

Not found

* Registered Voter?: (Are you a registered voter?)

* County of Voter Registration:

* Occupation:

Date of Birth:

* Business Owner?: (Do you own a business?)

Business Name: (If business owner, please answer the following)

Business Address:

Business Phone:

Business Email:

Attachments: [Add Attachments](#)

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description:

Reason closed:

Due Date: Leave blank for automatic calculation

Insert Reason Closed:

Update & Exit

Update

Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message , then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Send to Manager

Add Internal Note

Send to Employee(s)...



Wylie City Council

AGENDA REPORT

Meeting Date: July 12, 2016
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: June 27, 2016

Item Number: 3
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Replacement Applications

Subject

Consider, and act upon, the appointment of an alternate board member to the Zoning Board of Adjustment to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.

Recommendation

Motion to appoint _____ as an alternate board member to the Zoning Board of Adjustment to fill a vacant seat for a term of July 1, 2016 to June 30, 2018.

Discussion

The 2016 Boards and Commissions Interview Panel recommended Beatrice Cordova to be appointed as an alternate member of the Zoning Board of Adjustment. City Council subsequently approved her appointment.

Ms. Cordova has contacted the office declining the position due to family issues. Her term was to begin July 1, 2016.

Staff has attached qualified applicants who were not appointed to a position in 2016 or who applied after the May deadline. Staff is requesting an applicant be appointed to fill the vacant term.

2/24/2016

Edit/Add Request Information

Add/Edit Request

Update & Exit Update Cancel

Print Audit Trail

Assigned to: Tina Link

Request: 8238 Entered on: 02/23/2016 9:33 PM

Long form

Customer Information Create another request for customer

* Last name: Pace First name: Michael Phone: (972) 442-4100 Alt phone: (214) 289-7064 Email: [REDACTED]

* Address: 108 S. Jackson Ave., Suite 207 City: Wylie State: TX Zip code: 75098

* Topic: Board and Commission Application

Request type: Problem

Entered via: Web

* First Choice: Wylie Economic Development Board (Your first choice)

* Second Choice: Parks and Recreation Board (Your second choice)

* Third Choice: Historic Review Commission (Your third choice)

* Sub Committee?: Yes (Are you interested in serving on a sub committee?)

* Resident Length?: 9 (How long have you lived in Wylie?)

Registered Voter?: Yes (Are you a registered voter?)

* County of Voter Registration: Collin

* Occupation: Attorney

Date of Birth: [REDACTED]

* Business Owner?: Yes (Do you own a business?)

Business Name: Law Office of Michael (If business owner, please answer the following)

Business Address: 108 S. Jackson Ave.,

Business Phone: 972-442-4100

Business Email: michael.pace@wyliei

Attachments: Add Attachments

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description: I would enjoy becoming more involved in the city government and community. I bring lots of real world experience and a desire to continue to improve the quality of the City of Wylie as we continue to grow.

Reason closed: This must be filled in to close the request. Contents of field, and attachments that are marked as Send to Customer when Closed, are e-mailed for customer notification.

Due Date: 03/04/2016 Leave blank for automatic calculation

Insert Reason Closed: (Select message from list)

Update & Exit Update Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message (Select message from list), then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Send to Manager

Add internal Note

Send to Employee(s)...

Add/Edit Request

Update & Exit

Update

Cancel

Print

Audit Trail

Assigned to: Tina Link

Request: 9371 Entered on: 06/03/2016 3:37 PM

Long form

Customer Information

Create another request for customer

* Last name: First name: Phone: Alt phone: Email:

* Address: City: State: Zip code:

* Topic:

Request type:

Entered via:

* First Choice: (Your first choice)

* Second Choice: (Your second choice)

* Third Choice: (Your third choice)

* Sub Committee?: (Are you interested in serving on a sub committee?)

* Resident Length?: (How long have you lived in Wylie?)

Registered Voter?: (Are you a registered voter?)

* County of Voter Registration:

* Occupation:

Date of Birth:

* Business Owner?: (Do you own a business?)

Business Name: (If business owner, please answer the following)

Business Address:

Business Phone:

Business Email:

Attachments: [Add Attachments](#)

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description:

Reason closed:

Due Date: Leave blank for automatic calculation

Insert Reason Closed:

Update & Exit

Update

Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message , then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Add/Edit Request

Update & Exit

Update

Cancel

Print

Audit Trail

Assigned to: Tina Link

Request: 9456 Entered on: 06/09/2016 5:43 PM

Long form

Customer Information

Create another request for customer

* Last name: First name: Phone: Alt phone: Email:

* Address: City: State: Zip code:

* Topic:

Request type:

Entered via:

* First Choice: (Your first choice)

* Second Choice: (Your second choice)

* Third Choice: (Your third choice)

* Sub Committee?: (Are you interested in serving on a sub committee?)

* Resident Length?: (How long have you lived in Wylie?)

Not found

* Registered Voter?: (Are you a registered voter?)

* County of Voter Registration:

* Occupation:

Date of Birth:

* Business Owner?: (Do you own a business?)

Business Name: (If business owner, please answer the following)

Business Address:

Business Phone:

Business Email:

Attachments: [Add Attachments](#)

Please indicate briefly why you would like to be appointed to a Board or Commission.

* Description:

Reason closed:

Due Date:

Leave blank for automatic calculation

Insert Reason Closed:

Update & Exit

Update

Cancel

Collaboration Area (internal notes, email correspondence)

To add notes or send emails about this Request, enter message below or insert message , then press the appropriate button.

To add an internal note, or send a message to your department manager or another employee about this request, enter your message here (at least four characters) and the buttons to the right will enable. Then press one of the buttons.

Send to Manager

Add Internal Note

Send to Employee(s)...