



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda October 13, 2015 – 6:00 pm Wylie Municipal Complex Council Chambers/Council Conference Room 300 Country Club Road, Building #100

Eric Hogue	Mayor
Keith Stephens	Mayor Pro Tem
Diane Culver	Place 2
Todd Winters	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

PRESENTATIONS

- **Employee Milestone Anniversaries** (*L. Fagerstrom, Human Resources Manager*)
- **TEXAS KTB Award 2015 by CWD** (*J. Butters, Asst. City Manager*)
- **Recognition of \$2,500 donation to the City by the Pella Corporation** (*S. Rodgers, Parks Manager*)

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, approval of the Minutes of September 22, 2015 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider and act upon, Ordinance No. 2015-35 setting the time and place for all regular City Council Meetings in the 2016 calendar year. (C. Ehrlich, City Secretary)**
- C. Consider, and act upon, Ordinance No. 2015-33 amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 46 (Fire Prevention and Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article); clarifying jurisdiction to regulate fireworks outside of the city limits in accordance with recent change in Texas law; providing a penalty clause, savings/repealing clause, severability clause and an effective date; and providing for the publication of the caption hereof. (B. Parker, Fire Chief)**
- D. Consider and act upon vendor application for Wylie East High School Color guard for the Breakfast with Santa event December 12, 2015 at the Bart Peddicord Community Center. (R. Diaz, Parks and Recreation Superintendent)**
- E. Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2015. (S. Satterwhite, WEDC Director)**
- F. Consider, and act upon, Ordinance No. 2015-34, a change in zoning from Commercial Corridor (CC) to Planned Development – Light Industrial District (PD-LI) to allow Light industrial uses; on approximately 2 acres generally located west of Commerce Street and south of Business Way (710 Business Way). ZC 2015-10 (R. Ollie, Development Services Director)**
- G. Consider, and act upon, approval and final acceptance of the Woodbridge Parkway paving project and authorize final payment to Mario Sinacola & Sons in the amount of \$228,411.78 and accept the project as complete. (C. Holsted, City Engineer)**

REGULAR AGENDA

- 1. Consider and act upon the award of bid # W2015-67-B for Ballard Avenue Paving & Drainage Improvements Dallas/Collin County Line to Alanis Drive Project; to Tri-Con Services Inc. in the amount of \$5,299,999.99, and authorizing the City Manager to execute any and all necessary documents. (G. Hayes, Purchasing)**

Executive Summary

Competitive sealed bids were solicited for the paving, drainage and utility improvements for Ballard Avenue from the Dallas/Collin County Line to Alanis Drive as described in bid #W2015-67-B. A public notification was placed in The Wylie News and on the Purchasing Department's public web page, and local agents were notified of the bid opportunity.

READING OF ORDINANCES

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

WORK SESSION

- **Review of proposed Brown House facility fees.**
(R. Diaz, Parks and Recreation Superintendent)

- **Review of proposed Interlocal Agreement between the City of Wylie, Texas and Wylie Northeast Special Utility District for an Interim Waste Water Service Agreement.** *(M. Manson, City Manager)*

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 October 9, 2015 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

City Council Meeting

Tuesday, September 22, 2015 – 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 Ehrlich took roll call with the following City Council members present: Mayor Eric Hogue, Mayor pro tem Keith Stephens, Councilwoman Candy Arrington, Councilman Todd Wintters, Councilwoman Diane Culver, and Councilman William Whitney III. Councilman David Dahl was absent.

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

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor pro tem Stephens gave the invocation and Councilwoman Culver led the Pledge of Allegiance.

PRESENTATIONS

- **Proclamation declaring October 4-10, 2015 as Fire Prevention Week in the City of Wylie.**
(B. Parker, Fire Chief)

Mayor Eric Hogue read a proclamation declaring October 4-10, 2015 as Fire Prevention Week in the City of Wylie. Assistant Fire Chief Brandon Blythe and members of the Firefighter Fire Prevention Acting Group were present to accept the proclamation. The FFPAG group provides fire prevention skits for the WISD campuses during the month of October.

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.

Tom Allred, A & W Properties, addressed council in objection to the east bound "No left turn" sign at 2771 and F.M. 544; requesting it be removed.

John Young, business owner at 2801 F.M. 544, addressed council in objection to the east bound "No left turn" sign on F.M. 544.

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 September 8, 2015 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, approval of a Final Plat for Dallas Agility Working Group, creating one single lot on 1.1194 acres, generally located in the City of Wylie ETJ at 1725 E. Stone Road, north of East Stone Road. (R. Ollie, Development Services Director)**
- C. Consider, and act upon, approval of a Preliminary Plat for LaQuinta Addition, creating three lots on 10.31 acres, generally located on the southwest corner of F.M. 544 and Sanden Road. (R. Ollie, Development Services Director)**
- D. Consider, and act upon, Resolution No. 2015-19(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A – Authorized Investments for Governmental Entities. (L. Bantz, Finance Director)**
- E. Consider, and act upon, approving the Financial Management Policies. (L. Bantz, Finance Director)**
- F. Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2015. (L. Bantz, Finance Director)**
- G. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2015. (L. Bantz, Finance Director)**
- H. Consider, and act upon, Resolution No. 2015-20(R) of the City Council of the City of Wylie, Texas, approving an annual Interlocal Agreement with renewals between the City of Wylie and Collin County for GIS Services in an estimated annual amount of \$15,000; and authorizing the City Manager to execute any necessary documents. (G. Hayes, Purchasing)**

Council Action

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

REGULAR AGENDA

- 1. Hold a Public Hearing and consider, and act upon, a change in zoning from Commercial Corridor (CC) to Planned Development – Light Industrial District (PD-LI) to allow Light industrial uses; on approximately 2 acres generally located west of Commerce Street and south of Business Way (710 Business Way). ZC 2015-10 (R. Ollie, Development Services Director)**

Staff Comments

Development Services Director Ollie addressed Council stating that the applicant is requesting to amend the zoning on approximately 2 acres of commercially zoned land to allow limited light industrial uses and to establish guidelines for such development. Minor interior renovations are being requested. The proposal includes additional concrete for outside storage. Screening is also requested in the form of chain link or like screening for security.

Councilwoman Culver voiced concerns with the outside storage area. She stated no outside storage is currently allowed in the area. WEDC Executive Director Satterwhite addressed Council explaining that storage material will be long aluminum logs which are approximately 6 feet in length. All other materials will be stored inside the building. Satterwhite stated that other businesses in the area did have outside storage conforming to Light Industrial District, which this area was originally.

Public Hearing

Mayor Hogue opened the public hearing on ZC 2015-10 at 6:23 p.m., asking anyone present wishing to address council to come forward.

No citizens were present to address council.

Mayor Hogue closed the public hearing at 6:24 p.m.

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilman Wintters to approve a change in zoning from Commercial Corridor (CC) to Planned Development – Light Industrial District (PD-LI) to allow Light industrial uses; on approximately 2 acres generally located west of Commerce Street and south of Business Way (710 Business Way). A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

- 2. Consider, and act upon, a screening wall on the north side of Stone Rd., east of Akin Rd. (C. Holsted, City Engineer)**

Staff Comments

City Engineer Holsted addressed Council stating that a living screen existed south of the alley along Candlewood Court prior to the Stone Road reconstruction. The screening was removed due to utility relocations, roadway construction, and sidewalk construction. Residents adjacent to the alley have requested that a screen wall be constructed in this area.

Holsted reported the length of the screen wall along the alley is approximately 330'. Cost range from \$35/foot for a board on board fence with metal post to \$100/foot for a masonry wall.

Council Discussion

Mayor Hogue asked what the maintenance would be on individual options for screening. Holsted reported that live screening would require trimming and maintaining annually. A nice board on board cedar fence would have a 10 year life with occasional staining. A masonry wall would last approximately 20 years. Hogue asked if funding was left from the thoroughfare project. Holsted replied there was funding for the wall in the remaining funds. Mayor pro tem Stephens clarified that the initial construction would be covered under the thoroughfare funding; however, maintenance on any of the options would be annual expenditures. Councilwoman Culver clarified that the thoroughfare funding could also be used for other thoroughfare projects once the identified project was completed.

Councilwoman Culver stated that she believed adding a screening wall would open up requests from other communities in Wylie requesting the same screening be provided. Mayor pro tem Stephens asked if there were any other communities in the City that did not have some type of screening wall. Holsted replied that to his knowledge there were not. Councilwoman Arrington stated, she felt a masonry wall was the best option for this area since it is a highly traveled road.

Council Action

A motion was made by Councilman Wintters, seconded by Councilwoman Arrington to approve a masonry screening wall on the north side of Stone Rd., east of Akin Rd. A vote was taken and the motion passed 5-1 with Mayor Hogue, Mayor pro tem Stephens, Councilman Wintters, Councilwoman Arrington, and Councilman Whitney for approval, and Councilwoman Culver against with Councilman Dahl absent.

Mayor Hogue requested Item #3 be considered after Item #7. Consensus of Council was to postpone consideration of Item #3 to the end of the Regular Session and after Item #7.

3. **Consider, and act upon, Resolution No. 2015-21(R) authorizing and approving WEDC Resolution 2015-02(R) adopted by the Board of Directors of the Wylie Economic Development Corporation authorizing one or more loans in the aggregate amount of \$1,685,000 from The American National Bank of Texas and pledging the ½ cent sales tax for economic development as collateral to secure the repayment of said loan(s).** (S. Satterwhite, WEDC Director)

4. **Accept, and place on file, a Performance Agreement between the Wylie Economic Development Corporation and Mann Made, Inc. – II.** (S. Satterwhite, WEDC Director)

Staff Comments

WEDC Executive Director, Sam Satterwhite provided a comprehensive update regarding a Performance Agreement between the WEDC and Mann Made, Inc. – II. The Agreement, which was approved by the WEDC Board of Directors on 9-21-15, identified certain commitments by both the WEDC and Mann Made under which (1) the WEDC would purchase 1.2 acres from Joe & Barbara Edge (owners of Mann Made) located at 398 Highway 78 for \$750,000; (2) the WEDC would purchase property located at 710 Business Way for \$950,000 and convey the same to Edge at no cost; (3) WEDC would make certain improvements to 710 Business Way to accommodate Mann Made business operations with a construction budget of \$549,450; and (4) WEDC will be financially responsible for relocating Mann Made equipment and personal property from its current location to 710 Business Way at a cost not to exceed \$171,000. Satterwhite noted the conveyance of the Business Way property and remodeling/moving

efforts were required to purchase the Edge property so that Mann Made could continue its business operations.

Satterwhite indicated that the Edge property on 78 was vital to WEDC redevelopment efforts to the area with the WEDC already acquiring approximately 3.2 acres on both sides of the Edge tract at a cost of \$1.4 million. Satterwhite further emphasized that the acquisition of the Edge tract allows the WEDC to assemble a cumulative 4.7 acres which will be marketed for restaurant development and create a total of 3 pad sites.

With a total project cost of \$20 per square foot for all properties within the redevelopment area, Satterwhite indicated that a typical investor could not undertake such an effort due to the maximum market value for the properties being \$21 per square foot, at best. It was further explained that the high cost to acquire the 4.7 acres was a direct result of owner occupied businesses located on each of the properties and the cost of the improvements located thereon had to be factored into the purchase price even though the WEDC only needed the real estate.

Satterwhite explained that WEDC was close to finalizing a letter of intent from a national restaurant group that is able to pay at the top of market value for one of the new pad sites.

Councilwoman Culver commended Mr. Satterwhite and the WEDC board for their forward thinking in transforming this area to restaurant pads. Culver explained that even though the costs are high to convert these properties, it will benefit the City in the years to come.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman Whitney to accept, and place on file, a Performance Agreement between the Wylie Economic Development Corporation and Mann Made, Inc. – II. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

- 5. Accept, and place on file, a Real Estate Sales Contract between Joe H. Edge & Barbara J. Edge and the Wylie Economic Development Corporation.** *(S. Satterwhite, WEDC Director)*

Staff Comments

WEDC Executive Director Satterwhite addressed Council stating for the Council's review is a Real Estate Sales Contract between Joe H. Edge & Barbara J. Edge (Edge) and the Wylie Economic Development Corporation (WEDC). The contract calls for Edge to sell 1.23 acres of land to the WEDC for \$750,000. WEDC staff anticipates that the Contract will be executed on September 21, 2015 with a closing date no later than October 9, 2015.

Council Action

A motion was made by Councilwoman Arrington, seconded by Councilwoman Culver to accept, and place on file, a Real Estate Sales Contract between Joe H. Edge & Barbara J. Edge and the Wylie Economic Development Corporation. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

- 6. Accept, and place on file, a Commercial Contract of Sale between TD Linduff Real Estate LP and the Wylie Economic Development Corporation.** *(S. Satterwhite, WEDC Director)*

Staff Comments

WEDC Executive Director Satterwhite addressed Council stating for the Council's review is a Commercial Contract of Sale between TD Linduff Real Estate LP and the Wylie Economic Development Corporation (WEDC). The Contract calls for the WEDC to purchase ±2.107 acres from TD Linduff for \$950,000. The WEDC anticipates executing Loan Documents with The American National Bank of Texas to finance the purchase on September 23rd and close on the Contract no later than October 9, 2015. The Linduff Commercial Contract of Sale between TD Linduff Real Estate LP and the Wylie Economic Development Corporation. Purchase will be made simultaneously along with the Sale of the Edge tract on Highway 78 to the WEDC.

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilman Whitney to accept, and place on file, a Commercial Contract of Sale between TD Linduff Real Estate LP and the Wylie Economic Development Corporation. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

7. **Accept, and place on file, a Real Estate Sales Contract between the Wylie Economic Development Corporation and Joe H. Edge & Barbara J. Edge.** *(S. Satterwhite, WEDC Director)*

Staff Comments

WEDC Executive Director Satterwhite addressed Council stating that for the Council's review is a Real Estate Sales Contract between the Wylie Economic Development Corporation (WEDC) and Joe H. Edge and Barbara J. Edge. Following closing on the Linduff property, the WEDC will convey the Linduff Property to Joe & Barbara Edge who will in turn lease the real estate to Mann Made, Inc. – II. There will be no direct cost to the Edge's other than those commitments identified within the Performance Agreement. All Contracts/Agreements with Edge, Mann Made, and Linduff will be executed simultaneously.

Council Action

A motion was made by Mayor pro tem Stephens, seconded by Councilman Whitney to accept, and place on file, a Real Estate Sales Contract between the Wylie Economic Development Corporation and Joe H. Edge & Barbara J. Edge. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

3. **Consider, and act upon, Resolution No. 2015-21(R) authorizing and approving WEDC Resolution 2015-02(R) adopted by the Board of Directors of the Wylie Economic Development Corporation authorizing one or more loans in the aggregate amount of \$1,685,000 from The American National Bank of Texas and pledging the ½ cent sales tax for economic development as collateral to secure the repayment of said loan(s).** *(S. Satterwhite, WEDC Director)*

Staff Comments

WEDC Executive Director Satterwhite addressed Council stating that the WEDC Board of Directors has approved a Resolution which authorizes the borrowing of \$1,685,000 from The American National Bank of Texas and the pledging of the WEDC ½ cent sales tax for economic development as collateral for the

repayment of the same. The loan proceeds will be used to fund the purchase of two properties in Wylie with the first property located at 398 Highway 78 and the second property at 710 Business Way.

Satterwhite thanked City staff for their assistance in completing the above projects. Mayor Hogue thanked Satterwhite for his work on these projects.

Council Action

A motion was made by Councilman Whitney, seconded by Councilwoman Arrington to approve a Resolution No. 2015-21(R) authorizing and approving WEDC Resolution 2015-02(R) adopted by the Board of Directors of the Wylie Economic Development Corporation authorizing one or more loans in the aggregate amount of \$1,685,000 from The American National Bank of Texas and pledging the ½ cent sales tax for economic development as collateral to secure the repayment of said loan(s). A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

Mayor Hogue reported the City Attorney was not able to attend the Executive Session; therefore, there will not be an Executive Session tonight. The Executive Session will be reposted for another meeting in the future.

EXECUTIVE SESSION

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

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

(A) pending or contemplated litigation; or

(B) a settlement offer; or

(2) on a matter in which the duty of the attorney to the governmental body under the

Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- **City of Wylie vs. Parker Country Club, LP, Cause No. 003-02341-2014 pending in Collin County Court at Law No. 3.**

ADJOURNMENT

A motion was made by Mayor pro tem Stephens, seconded by Councilwoman Culver to adjourn the meeting at 7:01 p.m. A vote was taken and the motion passed 6-0 with Councilman Dahl absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: October 6, 2015

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

Subject

Consider and act upon, Ordinance No. 2015-35 setting the time and place for all regular City Council Meetings in the 2016 calendar year.

Recommendation

A motion to approve, Ordinance No. 2015-35 setting the time for 6:00 p.m. and place for all regular City Council Meetings in the 2016 calendar year.

Discussion

The City of Wylie Home Rule Charter in Article III, Section 9 states that the City Council shall hold at least one regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City. The City Council shall fix, by ordinance, the date and time of the regular meetings. Special meetings of the City Council shall be held on the call of the mayor or a majority of the City Council members.

By this Ordinance, the dates and times of all regular meetings in 2016 will be set. During the months of November and December one meeting per month has been scheduled due to the holidays. Upon request of the Council, special called meetings and work sessions can be scheduled at any times designated by the City Council and posted in accordance with the Texas Open Meetings Act.

ORDINANCE NO. 2015-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY SETTING THE REGULAR CITY COUNCIL MEETING DATES FOR CALENDAR YEAR 2016 FOR THE CITY OF WYLIE, TEXAS; PROVIDING FOR SAVINGS, REPEALING AND SEVERANCE CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council normally meets on the 2nd and 4th Tuesday of each month; and

WHEREAS, the City Charter requires the City Council to meet at least once each month; and

WHEREAS, many citizens, City employees and elected officials take vacations or are unavailable during the holidays; and

WHEREAS, the City Council finds it will be beneficial and in the best interests of the public to set forth its regular meeting dates for the calendar year 2016.

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

SECTION 2: The City Council of the City of Wylie, Texas, hereby determines that regular meetings will be held on the 2nd and 4th Tuesdays for the first ten months of 2016 (January through October) and on the 2nd Tuesday in November and December, 2016, which shall be on the following dates:

January 12 and 26, 2016	July 12 and 26, 2016
February 9 and 23, 2016	August 9 and 23, 2016
March 8 and 22, 2016	September 13 and 27, 2016
April 12 and 26, 2016	October 11 and 25, 2016
May 10 and 24, 2016	November 8, 2016
June 14 and 28, 2016	December 13, 2016

SECTION 3: Nothing herein shall prohibit the City Council from canceling or changing the regular meeting dates established herein or from holding special or other meetings as allowed by law.

SECTION 4: The City Council's regular meetings shall generally begin at 6:00 p.m. and are usually held at 300 Country Club Road, Building #100, Wylie, Texas in the City Council meeting chambers in City Hall; however the exact time and location for each meeting shall be posted in accordance with the Texas Open Meetings Act.

SECTION 5: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6: 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. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7: Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 13th day of October, 2015.

Eric Hogue, Mayor

ATTEST TO:

Carole Ehrlich, City Secretary

2016 Wylie City Council Yearly Calendar

January						
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August						
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November						
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2016 Council Dates



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Fire
Prepared By: Fire
Date Prepared: September 8, 2015

Item Number: C
(City Secretary's Use Only)
Account Code: N/A
Budgeted Amount: N/A
Exhibits: 1

Subject

Consider, and act upon, Ordinance No. 2015-33 amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 46 (Fire Prevention and Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article); clarifying jurisdiction to regulate fireworks outside of the city limits in accordance with recent change in Texas law; providing a penalty clause, savings/repealing clause, severability clause and an effective date; and providing for the publication of the caption hereof.

Recommendation

Motion to approve, Ordinance No. 2015-33 amending Wylie's Code of Ordinances, Ordinance No. 2005-07, as amended, Chapter 46 (Fire Prevention and Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article); clarifying jurisdiction to regulate fireworks outside of the city limits in accordance with recent change in Texas law; providing a penalty clause, savings/repealing clause, severability clause and an effective date; and providing for the publication of the caption hereof.

Discussion

It is WFR's recommendation to update Ordinance No. 2005-07, Chapter 46, Article IV, Sections 46-63 and 46-65 to coincide with current legislation. Senate Bill 1593 was signed by the governor and became effective on September 1, 2015. The legislation provides that a home-rule city may not define and prohibit as a nuisance the sale of fireworks or similar materials within the 5,000 foot nuisance zone outside the city limits. Accordingly, Article 46-61 through 46-65 of the Code of Ordinances are unenforceable to the extent that they apply to territory extending 5,000 feet from the city limits.

ORDINANCE NO. 2015-33

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 46 (FIRE PREVENTION AND PROTECTION), ARTICLE IV (FIREWORKS), SECTIONS 46-63 (DECLARED A PUBLIC NUISANCE) AND 46-65 (TERRITORIAL APPLICABILITY OF ARTICLE); CLARIFYING JURISDICTION TO REGULATE FIREWORKS OUTSIDE OF THE CITY LIMITS IN ACCORDANCE WITH RECENT CHANGE IN TEXAS 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, beneficial and in the best interest of the citizens of the City of Wylie, Texas ("Wylie") to amend Wylie's Code of Ordinances, Ordinance No. 2005-07, Chapter 46 (Fire Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article), as set forth below; and

WHEREAS, Section 217.042(a) of the Texas Local Government Code previously granted Wylie the authority to regulate nuisances, including the sale or use of fireworks or similar materials, within the Wylie city limits and within 5,000 feet outside of the Wylie city limits; and

WHEREAS, in accordance with then-existing law, Wylie prohibited as a nuisance, among other things, the sale or use of fireworks or similar materials under Sections 46-63 and 46-65 of the Wylie Code of Ordinances; and

WHEREAS, the Texas Legislature recently approved Senate Bill 1593, which amended Section 217.042(a) of the Texas Local Government Code and added and Section 217.042(c) of the Texas Local Government Code to provide that a municipality may define and prohibit as a nuisance the sale or use of fireworks or similar materials only within the limits of the municipality; and

WHEREAS, the City Council has investigated and determined that it is necessary to amend Sections 46-63 and 46-65 of the Wylie Code of Ordinances in accordance with the recent change in law, provided, however, that the City Council does not intend with this Ordinance to limit Wylie's authority to regulate fireworks or similar materials except as expressly limited by Sections 217.042(a) and 217.042(c) of the Texas Local Government Code; and

WHEREAS, Wylie has complied with all notices and public hearings as required by law; and

WHEREAS, the City Council finds that it will be advantageous and beneficial and in the best interest of the citizens of Wylie 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 Wylie’s Code of Ordinances, Chapter 46 (Fire Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article). Wylie’s Code of Ordinances, Chapter 46 (Fire Protection), Article IV (Fireworks), Sections 46-63 (Declared a Public Nuisance) and 46-65 (Territorial Applicability of Article) are hereby amended to read as follows:

“ARTICLE IV. FIREWORKS

...

Sec. 46-63 Declared a Public Nuisance

The presence of any fireworks within the territorial limits of the city in violation of this article is hereby declared to be a common and public nuisance. The fire marshal is directed and required to seize and cause to be safely destroyed any fireworks found within the territorial limits of the city in violation of this article. Any member of the fire department of the city or any police officer of the city, or any other duly constituted peace officer is empowered to stop the transportation of and detain any fireworks found being transported illegally or to close any building where any fireworks are found stored illegally until the fire marshal can be notified in order that the fireworks may be seized and destroyed in accordance with the terms of this article. Notwithstanding any penal provision of this article, the city attorney is authorized to file suit on behalf of the city or the fire marshal, or both, for injunctive relief as may be necessary to prevent unlawful storage, transportation, keeping or use of fireworks within the territorial limits of the city and to aid the fire marshal in the discharge of his duties, and to particularly prevent any person from interfering with the seizure and destruction of such fireworks. It shall not, however, be necessary to obtain any such injunctive relief as a prerequisite to such seizure and destruction. The fire marshal or any member of the fire prevention division of the city is hereby authorized, at reasonable times, to enter any building where the unlawful presence of fireworks is suspected in order to inspect the building for the presence of such fireworks.

...

Sec. 46-65 Territorial applicability of article.

The restrictions of this article shall be applicable and in force throughout the territorial limits of the city and extending for a distance outside the territorial limits of the city of up to 5,000 feet in any direction; provided, however, that this article

shall not be in effect within any portion of area which is contained within the territory of any other municipal corporation, and further provided that the restrictions on the sale and use of fireworks set forth in section 46-63 of this article shall be applicable and in force only within the territorial limits of the city.”

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance or the Code of Ordinances, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Savings/Repealing. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 6: Effective Date. This Ordinance shall be effective immediately upon its passage and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 13th day of October, 2015.

Eric Hogue, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED:**

Carole Ehrlich, City Secretary

Date of Publication: October 21, 2015 in the Wylie News



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Public Services
Prepared By: Robert Diaz
Date Prepared: September 15, 2015

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

Subject

Consider and act upon vendor application for Wylie East High School Colorguard for the Breakfast with Santa event December 12, 2015 at the Bart Peddicord Community Center.

Recommendation

Motion to recommend a vendor application from the Wylie East High School Colorguard for the Breakfast with Santa event December 12, 2015 at the Bart Peddicord Community Center.

Discussion

The Wylie East Colorguard would like to conduct a "Breakfast with Santa" fundraiser at the Bart Peddicord Community Center on December 12, 2015.

The Parks and Recreation Board at their Regular Meeting on September 14, 2015 approved the vendor application for the Wylie East Colorguard fundraiser at the Bart Peddicord Community Center on December 12, 2015.



PARKS AND RECREATION

300 Country Club Rd, Building 100, Wylie, TX 75098
Office: 972-516-6340 / Fax 972-516-6355
Email: parks@wylietexas.gov

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

Applicant Information

Name of Organization/Group:

Wylie East Color Guard

Organization/Group's Phone Number:

Organization/Group's Street Address:

Organization/Group's City/State/Zip:

Primary Contact Person's Name:

Angel Wygant

Primary Contact Person's Phone Number:

214-663-2416

Primary Contact Person's Street Address:

196 Squirrel Ridge

Primary Contact Person's City/State/Zip:

Wylie, Texas, 75098

Alternate Contact Person's Name/Number:

Event Information

EVENT NAME/TITLE:

Breakfast with Santa

Event Type (fundraiser, etc.):

Fundraiser

Event Location:

Bart Peddicord Community Center

Anticipated Number of Participating Vendors:

1

Anticipated Event Attendance:

200 (come and go)

Purpose of Event:

Fundraising

Proposed Event Date(s):

December 12, 2015

Start Time (incl. setup):

7:00 am

End Time (incl. cleanup):

1:00 pm

Event Target Audience:

Citizens

EVENT DETAILS:

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

This is an "All-You-Can-Eat" Pancake Breakfast with Santa. The event will include breakfast, storytime, and pictures with Santa.

NOTE:

If food is prepared on-site or off-site and brought to the location to be sold, the vendor must contact the Collin County Environmental Services Office in McKinney (972-548-5585 www.collincountytx.gov) in order to obtain a Health Permit prior to the sale of such products. An Inspector must examine food preparation and storage equipment to assure the health and safety of customers.

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



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: WEDC
Prepared By: Angel Wygant
Date Prepared: September 22, 2015

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

Subject

Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2015.

Recommendation

Motion to approve, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2015.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on September 21, 2015.

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
ASSETS			
1000-10110	CLAIM ON CASH AND CASH EQUIV.	1,854,475.26	
1000-10115	CASH - WEDC - INWOOD	0.00	
1000-10135	ESCROW	0.00	
1000-10180	DEPOSITS	2,000.00	
1000-10198	OTHER - MISC CLEARING	0.00	
1000-10341	TEXPOOL	0.00	
1000-10343	LOGIC	0.00	
1000-10481	INTEREST RECEIVABLE	0.00	
1000-11511	ACCTS REC - MISC	100.00	
1000-11517	ACCTS REC - SALES TAX	0.00	
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00	
1000-12996	LOAN RECEIVABLE	72,593.82	
1000-12997	ACCTS REC - JTM TECH	0.00	
1000-12998	ACCTS REC - FORGIVEABLE LOANS	685,206.16	
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00	
1000-14116	INVENTORY - LAND & BUILDINGS	5,677,681.36	
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
1000-14310	PREPAID EXPENSES - MISC	0.00	
1000-14410	DEFERRED CHARGES	676,518.00	
			8,968,574.60
TOTAL ASSETS			8,968,574.60
LIABILITIES			
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
2000-20111	MEDICARE PAYABLE	0.00	
2000-20112	CHILD SUPPORT PAYABLE	0.00	
2000-20113	CREDIT UNION PAYABLE	0.00	
2000-20114	IRS LEVY PAYABLE	0.00	
2000-20115	NATIONWIDE DEFERRED COMP	0.00	
2000-20116	HEALTH INSUR PAY-EMPLOYEE	(518.06)	
2000-20117	TMRS PAYABLE	0.00	
2000-20118	ROTH IRA PAYABLE	0.00	
2000-20119	WORKERS COMP PAYABLE	0.00	
2000-20120	FICA PAYABLE	0.00	
2000-20121	TEC PAYABLE	0.00	
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
2000-20123	ALIMONY PAYABLE	0.00	
2000-20124	BANKRUPTCY PAYABLE	0.00	
2000-20125	VALIC DEFERRED COMP	0.00	
2000-20126	ICMA PAYABLE	0.00	
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00	
2000-20130	FLEXIBLE SPENDING ACCOUNT	300.00	
2000-20131	EDWARD JONES DEFERRED COMP	0.00	
2000-20132	EMP CARE FLITE	12.00	
2000-20151	ACCRUED WAGES PAYABLE	0.00	
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00	
2000-20199	MISC PAYROLL PAYABLE	0.00	
2000-20201	AP PENDING	5,696.13	

111-WYLIE ECONOMIC DEVEL. CORP

ACCOUNT#	TITLE		
2000-20210	ACCOUNTS PAYABLE	7,986.64	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	676,518.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED REVENUE	228,882.80	
2000-22275	DEFERRED REV - LEASE PRINCIPAL	0.00	
2000-22280	DEFERRED REVENUE - LEASE INT	0.00	
2000-22915	RENTAL DEPOSITS	2,500.00	
TOTAL LIABILITIES			921,377.51
EQUITY			

3000-34110	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	7,375,833.02	
TOTAL BEGINNING EQUITY		7,375,833.02	
TOTAL REVENUE		2,722,184.45	
TOTAL EXPENSES		2,050,820.38	
REVENUE OVER/(UNDER) EXPENSES		671,364.07	
TOTAL EQUITY & OVER/(UNDER)			8,047,197.09
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			8,968,574.60

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
			0.00
TOTAL ASSETS			0.00
=====			
LIABILITIES			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	51,906.66	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	0.00	
2000-21410	ACCRUED INTEREST PAYABLE	0.00	
2000-28205	WEDC LOANS - CURRENT	(472,465.35)	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28234	ANB LOAN - RANDACK/HUGHES	360,693.49	
2000-28235	ANB LOAN	104,959.79	
2000-28236	ANB CONSTRUCTION LOAN	0.00	
2000-28237	ANB ROAD CONSTRUCTION LOAN	965,067.15	
2000-28238	ANB LOAN - BUCHANAN	394,296.55	
2000-28239	ANB LOAN - JONES/HOBART PAYOFF	0.00	
2000-28240	HUGHES LOAN	0.00	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
2000-28290	HOBART/COMMERCE LOAN	250,980.56	
TOTAL LIABILITIES			1,655,438.85
=====			
EQUITY			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	(2,127,904.20)	
TOTAL BEGINNING EQUITY			(2,127,904.20)
TOTAL REVENUE			0.00
TOTAL EXPENSES			(472,465.35)
REVENUE OVER/(UNDER) EXPENSES			472,465.35
TOTAL EQUITY & OVER/(UNDER)			(1,655,438.85)
=====			
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			0.00
=====			

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2015

111-WYLIE ECONOMIC DEVEL CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,947,992.00	216,962.48	0.00	1,609,483.65	0.00	338,508.35	82.62
INTERGOVERNMENTAL REV.	202,000.00	0.00	0.00	202,000.00	0.00	0.00	100.00
INTEREST INCOME	12,228.00	1,069.44	0.00	11,557.80	0.00	670.20	94.52
MISCELLANEOUS INCOME	186,000.00	12,650.00	0.00	176,778.00	0.00	9,222.00	95.04
OTHER FINANCING SOURCES	722,365.00	0.00	0.00	722,365.00	0.00	0.00	100.00
TOTAL REVENUES	3,070,585.00	230,681.92	0.00	2,722,184.45	0.00	348,400.55	88.65
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	3,936,940.00	151,910.34	0.00	2,050,820.38	395,374.98	1,490,744.64	62.13
TOTAL EXPENDITURES	3,936,940.00	151,910.34	0.00	2,050,820.38	395,374.98	1,490,744.64	62.13
REVENUE OVER/(UNDER) EXPENDITURES	(866,355.00)	78,771.58	0.00	671,364.07	(395,374.98)	(1,142,344.09)	31.86-

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2015

111-WYLIE ECONOMIC DEVEL CORP
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TAXES							
4000-40150 REV IN LEIU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-40210 SALES TAX	1,947,992.00	216,962.48	0.00	1,609,483.65	0.00	338,508.35	82.62
TOTAL TAXES	1,947,992.00	216,962.48	0.00	1,609,483.65	0.00	338,508.35	82.62
INTERGOVERNMENTAL REV.							
4000-43518 380 ECONOMIC AGREEMENTS	202,000.00	0.00	0.00	202,000.00	0.00	0.00	100.00
TOTAL INTERGOVERNMENTAL REV.	202,000.00	0.00	0.00	202,000.00	0.00	0.00	100.00
INTEREST INCOME							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	270.00	72.95	0.00	596.42	0.00	326.42	220.90
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46150 INTEREST EARNINGS	3,817.00	305.35	0.00	3,514.68	0.00	302.32	92.08
4000-46160 LOAN REPAYMENT (PRINCIPAL)	8,141.00	691.14	0.00	7,446.70	0.00	694.30	91.47
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	12,228.00	1,069.44	0.00	11,557.80	0.00	670.20	94.52
MISCELLANEOUS INCOME							
4000-48110 RENTAL INCOME	186,000.00	12,650.00	0.00	176,750.00	0.00	9,250.00	95.03
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	0.00	0.00	0.00	28.00	0.00	28.00	0.00
4000-48430 GAIN/LOSS SALE OF CAP ASSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS INCOME	186,000.00	12,650.00	0.00	176,778.00	0.00	9,222.00	95.04
OTHER FINANCING SOURCES							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	722,365.00	0.00	0.00	722,365.00	0.00	0.00	100.00
4000-49550 LEASE PRINCIPAL PAYMENTS (O	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES	722,365.00	0.00	0.00	722,365.00	0.00	0.00	100.00
TOTAL REVENUES	3,070,585.00	230,681.92	0.00	2,722,184.45	0.00	348,400.55	88.65

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2015

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

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	176,050.00	26,163.49	0.00	170,072.13	0.00	5,977.87	96.60
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	957.00	0.00	0.00	956.00	0.00	1.00	99.90
5611-51145 SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	11,100.00	870.78	0.00	9,963.12	0.00	1,136.88	89.76
5611-51220 PHONE ALLOWANCE	3,456.00	148.73	0.00	3,604.73	0.00	148.73	104.30
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51260 MOVING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	26,603.00	3,803.72	0.00	25,114.20	0.00	1,488.80	94.40
5611-51410 HOSPITAL & LIFE INSURANCE	28,515.00	1,796.33	0.00	21,501.01	0.00	7,013.99	75.40
5611-51415 EXECUTIVE HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51420 LONG-TERM DISABILITY	1,009.00	48.18	0.00	590.39	0.00	418.61	58.51
5611-51440 FICA	11,723.00	1,644.01	0.00	9,544.33	0.00	2,178.67	81.42
5611-51450 MEDICARE	2,742.00	384.49	0.00	2,548.97	0.00	193.03	92.96
5611-51470 WORKERS COMP PREMIUM	427.00	0.00	0.00	386.70	0.00	40.30	90.56
5611-51480 UNEMPLOYMENT COMP (TWC)	540.00	0.00	0.00	111.29	0.00	428.71	20.61
TOTAL PERSONNEL SERVICES	263,122.00	34,859.73	0.00	244,392.87	0.00	18,729.13	92.88
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	5,000.00	150.70	0.00	945.75	0.00	4,054.25	18.92
5611-52040 POSTAGE & FREIGHT	980.00	0.00	0.00	123.61	0.00	856.39	12.61
5611-52130 TOOLS/ EQUIP (NON-CAPITAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	5,000.00	127.30	0.00	2,467.48	0.00	2,532.52	49.35
5611-52990 OTHER	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	15,980.00	278.00	0.00	3,536.84	0.00	12,443.16	22.13
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	3,000.00	119.95	0.00	2,420.14	0.00	579.86	80.67
5611-54990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS FOR MAINTENANC	3,000.00	119.95	0.00	2,420.14	0.00	579.86	80.67
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	956,576.00	30,000.00	0.00	446,911.31	0.00	509,664.69	46.72
5611-56040 SPECIAL SERVICES	148,786.00	16,163.41	0.00	556,858.22	332.50	408,404.72	374.49
5611-56080 ADVERTISING	46,950.00	2,600.00	0.00	24,015.00	0.00	22,935.00	51.15
5611-56090 COMMUNITY DEVELOPMENT	53,200.00	4,846.45	0.00	48,087.95	0.00	5,112.05	90.39
5611-56110 COMMUNICATIONS	6,270.00	593.00	0.00	4,944.78	207.96	1,117.26	82.18
5611-56180 RENTAL	24,600.00	2,044.00	0.00	24,355.00	0.00	245.00	99.00
5611-56210 TRAVEL & TRAINING	30,400.00	323.12	0.00	16,936.58	700.00	12,763.42	58.02
5611-56250 DUES & SUBSCRIPTIONS	9,450.00	500.00	0.00	8,114.94	0.00	1,335.06	85.87
5611-56310 INSURANCE	7,630.00	0.00	0.00	3,010.04	0.00	4,619.96	39.45
5611-56510 AUDIT & LEGAL SERVICES	23,000.00	4,271.50	0.00	13,985.50	0.00	9,014.50	60.81
5611-56570 ENGINEERING/ARCHITECTURAL	20,000.00	3,642.89	0.00	18,099.80	0.00	1,900.20	90.50
5611-56610 UTILITIES-ELECTRIC	3,550.00	0.00	0.00	3,125.30	0.00	424.70	88.04
TOTAL CONTRACTUAL SERVICES	1,330,412.00	64,984.37	0.00	1,168,444.42	1,240.46	160,727.12	87.92

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2015

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

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
DEBT SERVICE & CAP. REPL							
5611-57110 DEBT SERVICE	559,561.00	0.00	0.00	0.00	10,756.60	548,804.40	1.92
5611-57410 PRINCIPAL PAYMENT	0.00	44,465.73	0.00	472,465.35	0.00	(472,465.35)	0.00
5611-57415 INTEREST EXPENSE	0.00	7,202.56	0.00	79,116.79	0.00	(79,116.79)	0.00
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	559,561.00	51,668.29	0.00	551,582.14	10,756.60	(2,777.74)	100.50
CAPITAL OUTLAY							
5611-58110 LAND-PURCHASE PRICE	1,759,365.00	0.00	0.00	1,747,924.25	383,377.92	(371,937.17)	121.14
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58150 LAND-BETTERMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58410 SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	3,000.00	0.00	0.00	443.97	0.00	2,556.03	14.80
5611-58830 FURNITURE & FIXTURES	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
5611-58910 BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	(1,667,924.25)	0.00	1,667,924.25	0.00
TOTAL CAPITAL OUTLAY	1,764,865.00	0.00	0.00	80,443.97	383,377.92	1,301,043.11	26.28
OTHER FINANCING (USES)							
5611-59111 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59430 TRANSFER TO CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEVELOPMENT CORP-WEDC							
	3,936,940.00	151,910.34	0.00	2,050,820.38	395,374.98	1,490,744.64	62.13
TOTAL EXPENDITURES							
	3,936,940.00	151,910.34	0.00	2,050,820.38	395,374.98	1,490,744.64	62.13
REVENUE OVER (UNDER) EXPENDITURES	(866,355.00)	78,771.58	0.00	671,364.07	(395,374.98)	(1,142,344.09)	31.86-

*** END OF REPORT ***

Wylie Economic Development Corporation
 Balance Sheet Sub Ledger
 August 31, 2015

Notes Payable

	Date of Purchase	Payment	Beginning Bal.	Principal	Interest	Rate of Interest	Principal Balance
August 1, 2015							2,374,247.81
ANBTX - 88122627 MARTINEZ (#57 of 60)	10/28/10	\$8,200.66	\$23,808.60	\$8,138.71	\$61.95	2.95	15,669.89
ANBTX - 88130968 HUGHES/RANDACK(33 of 60)	10/23/12	10,107.00	270,305.99	9,178.01	928.99	3.99	261,127.98
Hobart HOBART (#19 of 60)	1/6/14	5,378.30	206,833.63	4,516.49	861.81	5.00	202,317.14
ANBTX -88130976 WOODBRIDGE PKWY (#12 of 60)	8/15/14	13,267.93	852,480.91	11,351.98	1,915.95	2.61	841,128.93
ANBTX -88148481 BUCHANAN (#12 of 60)	8/13/14	7,331.95	332,656.02	6,287.36	1,044.59	3.77	326,368.66
ANBTX - 88149711 PEDDICORD / WHITE (#8 OF 120)	12/12/14	7,382.45	688,194.53	4,974.36	2,408.09	4.20	683,220.17
August 31, 2015				\$44,446.91	\$7,221.38		2,329,832.77

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

Wylie Economic Development Corporation
Inventory Subledger
August 31, 2015

Inventory - Land

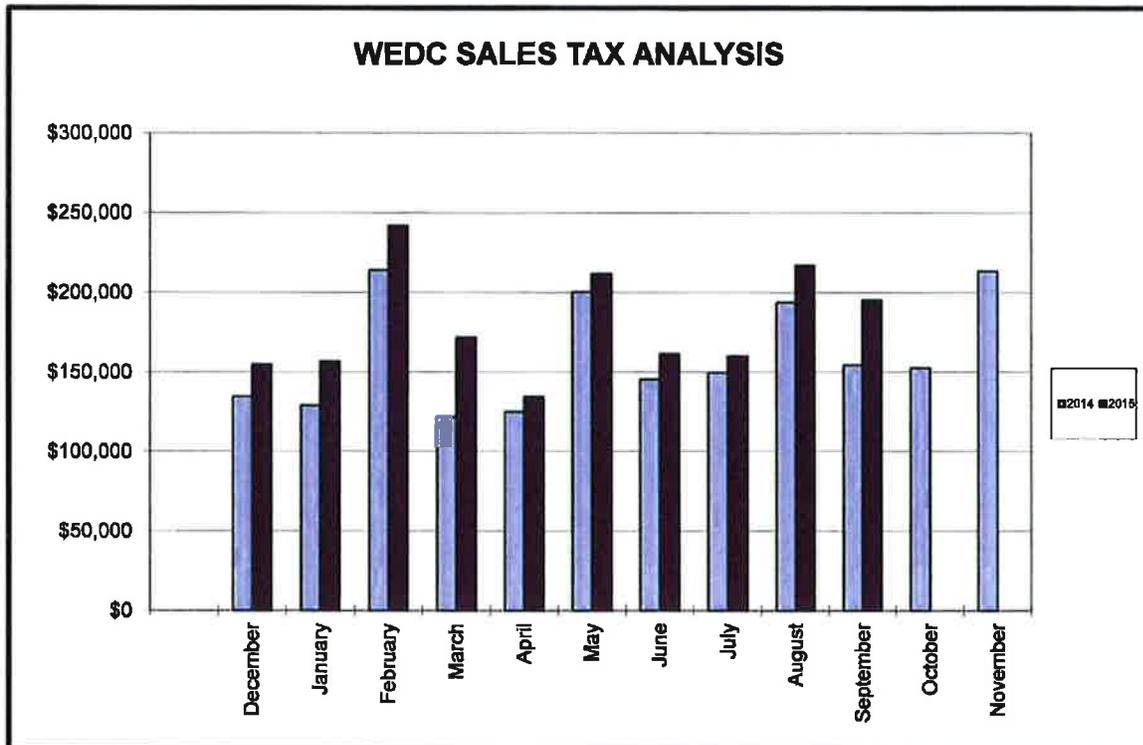
Cooper	Date of Pur.	Address	Acreage	Improvements	Cost Basis	Sub-totals
McMasters	7/12/05	709 Cooper	0.48		\$202,045	
Heath	12/28/05	706 Cooper	0.46	\$32,005	186,934	
Perry	9/13/06	707 Cooper	0.49	Demo	200,224	
Bowland/Anderson	10/9/07	Cooper Dr.	0.37		106,419	
KCS	8/1/08	Cooper Dr.	0.41		60,208	
Duel Products	9/7/12	704 Cooper Dr.	0.50		127,452	
Randack	10/23/12	711-713 Cooper Dr.	1.09	217,500	400,334	
Lot 2R3	7/24/14	Cooper Dr.	0.95		29,056	\$1,312,672
Industrial Ct.						
Hughes	7/25/06	211 - 212 Industrial R.O.W.	0.74	209,801	420,361	
			0.18		41,585	
Prime Kuts	10/8/07	207 Industrial R.O.W.	0.20	182,223	229,284	
			0.11		77,380	
Cazad	3/17/08	210 Industrial	0.27	128,083	200,782	
Buchanan	8/13/14	400 S. Hwy 78	1.25	68,294	503,233	
Glenn	4/24/15	209 Industrial Ct R.O.W.	0.18	69,426	326,773	
			0.12			1,799,398
Regency						
Ferrell	9/29/05	2806 F.M. 544	1.09		239,372	
Sale of R.O.W.	2/14/07		-0.09		-20,094	
Crossroads	6/12/09	2804 F.M. 544	0.44	24,696	171,842	
Regency Pk.	6/4/10	25 Steel Road	0.65		25,171	416,290
Commerce						
Hobart Investments	11/12/13	Commerce	1.60		156,820	
Hobart	1/6/14	605 Commerce	1.07	396,263	386,380	543,200
Jackson						
Heath	3/17/14	104 N. Jackson	0.17	220,544	220,034	
Udoh	2/12/14	109 Marble	0.17		70,330	
Peddicord	12/12/14	108/110 Jackson	0.35	155,984	486,032	
City Lot	12/12/14	100 W. Oak St	0.35			776,396
Alanis						
White Property (Alanis)	12/12/14	Alanis	6.63		420,336	420,336
South Ballard						
Birmingham Trust	6/3/15	505 S. Ballard	0.14		411,977	411,977
		507 S. Ballard	0.14			
		601 S. Ballard	0.22			
		603 S. Ballard	0.15			
		605 S. Ballard	0.15			
		607 S. Ballard	0.15			
Total			21.16	\$1,704,819	77,153	\$5,680,269

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

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

**WYLIE ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE
FOR THE MONTH OF SEPTEMBER 2015**

MONTH	WEDC 2013	WEDC 2014	WEDC 2015	DIFF 14 VS 15	% DIFF 14 VS 15
DECEMBER	\$148,500	\$134,371	\$154,719	\$20,347	13.70%
JANUARY	117,904	128,968	156,685	27,717	23.51%
FEBRUARY	187,682	213,877	241,858	27,981	14.91%
MARCH	139,745	121,483	171,741	50,258	41.37%
APRIL	121,594	124,866	134,475	9,610	7.70%
MAY	192,612	200,476	211,645	11,168	5.57%
JUNE	141,328	145,137	161,426	16,289	11.22%
JULY	148,763	149,537	159,973	10,436	6.98%
AUGUST	180,280	193,751	216,962	23,212	11.98%
SEPTEMBER	144,572	154,328	195,347	41,018	26.58%
OCTOBER	137,407	152,545			
NOVEMBER	193,783	213,292			
Sub-Total	\$1,854,171	\$1,932,632	\$1,804,830	\$238,036	15.19%
AUDIT ADJ					
TOTAL	\$1,854,171	\$1,932,632	\$1,804,830	\$238,036	15.19%





Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Planning
Prepared By: Renaë Ollie
Date Prepared: September 23, 2015

Item Number: F
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: \$ _____
Exhibits: 4

Subject

Consider, and act upon, Ordinance No. 2015-34, a change in zoning from Commercial Corridor (CC) to Planned Development – Light Industrial District (PD-LI) to allow Light industrial uses; on approximately 2 acres generally located west of Commerce Street and south of Business Way (710 Business Way). **ZC 2015-10**

Recommendation

Motion to adopt Ordinance No. 2015-34, a change in zoning from Commercial Corridor (CC) to Planned Development – Light Industrial District (PD-LI) to allow Light industrial uses; on approximately 2 acres generally located west of Commerce Street and south of Business Way (710 Business Way). **ZC 2015-10**

Discussion

Owner: Td Linduff Real Estate, LP

Applicant: Wylie Economic Development Corporation

Zoning Case 2015-10 requires an Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

Special Conditions of the PD prohibit certain uses typically allowed within the LI District by the current Zoning Ordinance. Animal Boarding without outside pens, automobile rental, mini-warehouse, and outside storage are prohibited, while contractor's maintenance yard requires an SUP. No irrigation is required and the existing landscaped/grassy areas are allowed to remain as is.

Exhibits A (Location Map), B (PD Conditions), and C (Concept Plan) are included and made a part of this Ordinance.

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

ORDINANCE NO. 2015-34

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2015-10, FROM COMMERCIAL CORRIDOR (CC) TO PLANNED DEVELOPMENT – LIGHT INDUSTRIAL DISTRICT (PD-LI) TO ALLOW LIMITED LIGHT INDUSTRIAL USES ON APPROXIMATELY 2 ACRES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Planned Development Single Family (PD2015-XX-SF), said property being described in Exhibit “A” (Location Map), Exhibit “B” (PD Conditions), and Exhibit “C” (Concept Plan) attached hereto and made a part hereof for all purposes.

SECTION 2: That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 4: Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, commits an unlawful act and shall be subject to the general penalty provisions of Section 1.5 of the Zoning Ordinance, as the same now exists or is hereafter amended.

SECTION 5: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION 7: The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as effecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

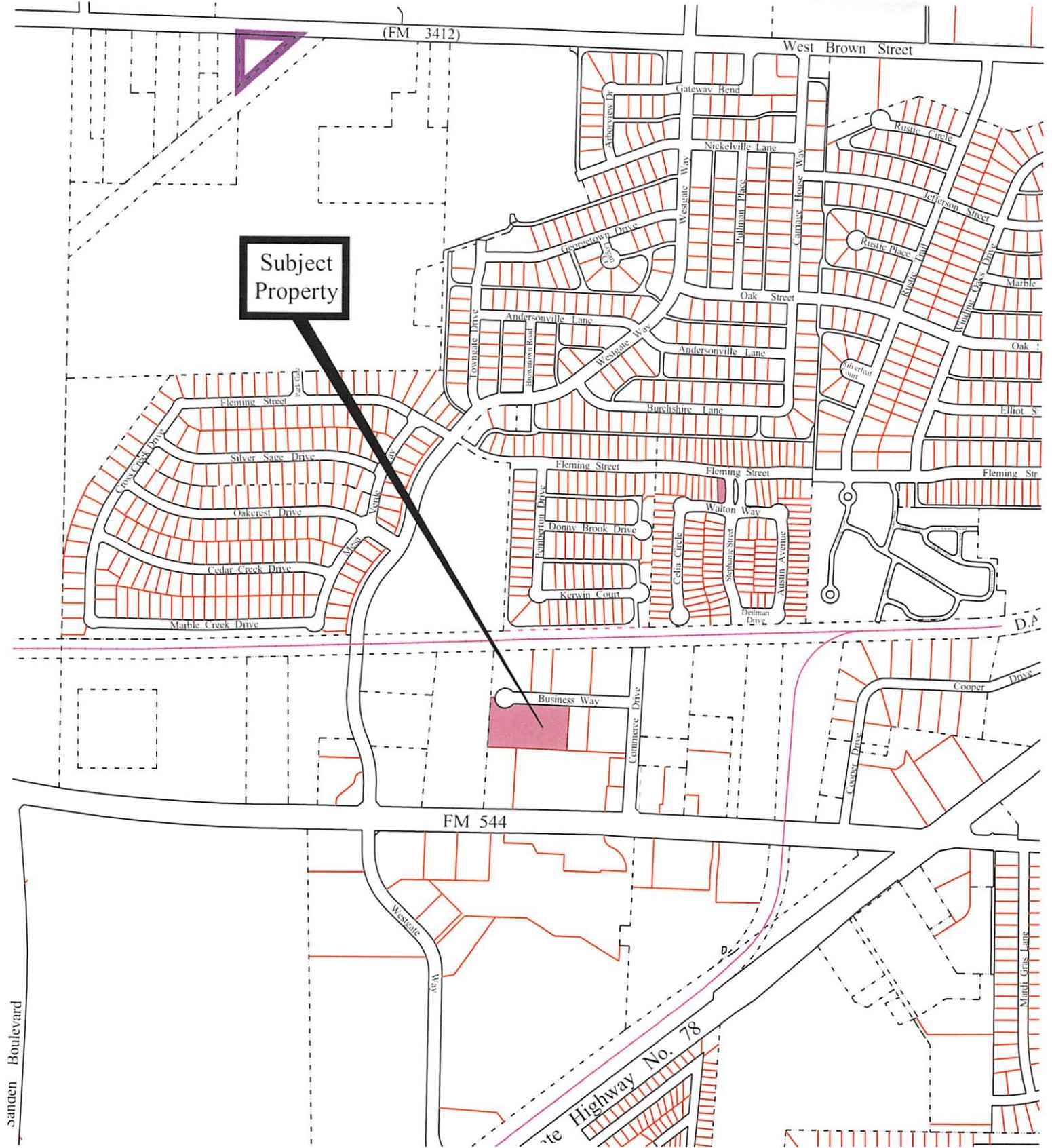
DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 13th day of October, 2015.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary

DATE OF PUBLICATION: October 21, 2015, *in the* Wylie News



LOCATION MAP
ZONING CASE #2015-10

EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT
ZONING CASE No. 2015-10

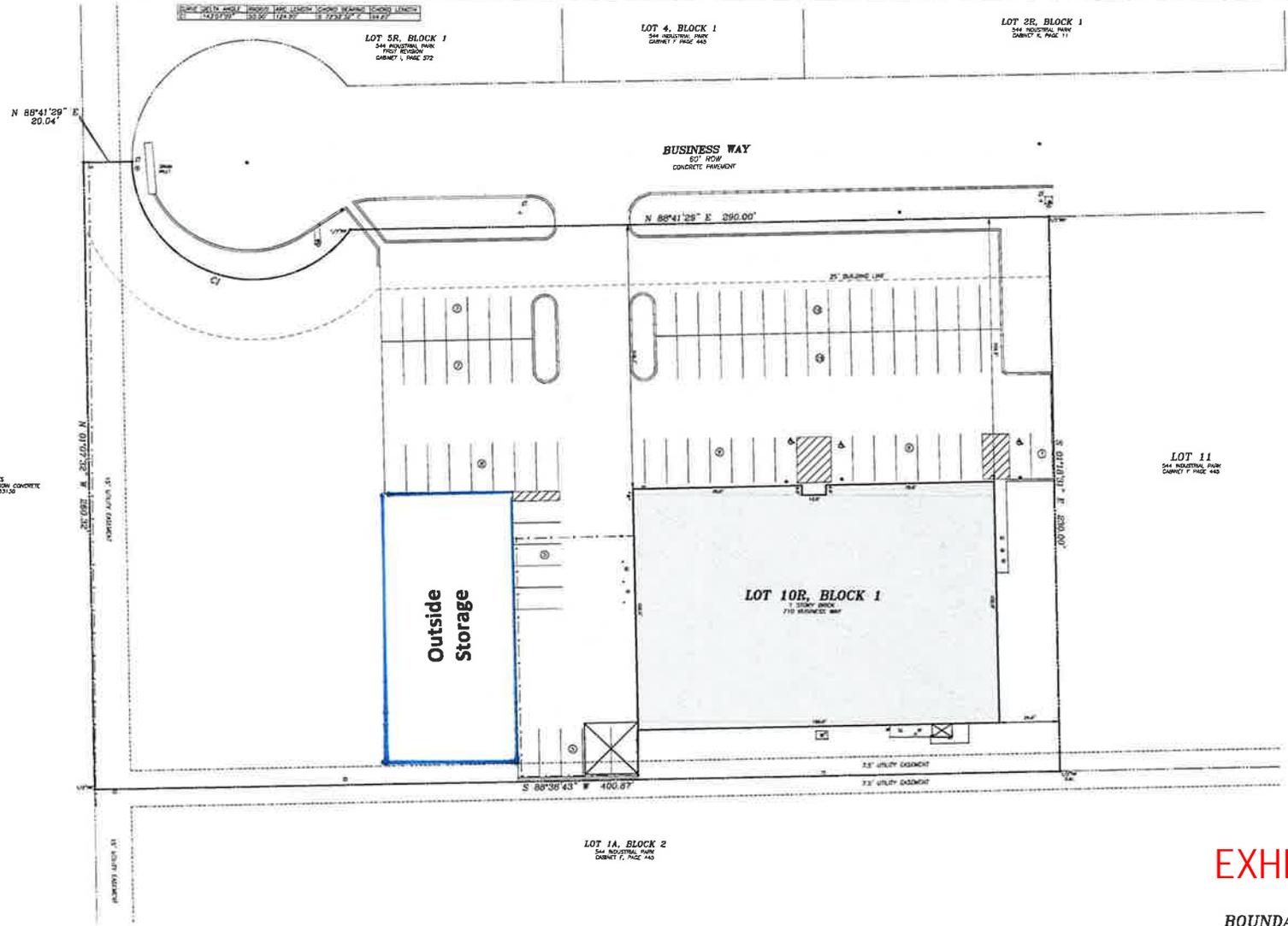
I. GENERAL CONDITIONS:

1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. All regulations of the Light Industrial District (LI) set forth in Article 4, Section 4.2 of the Comprehensive Zoning Ordinance (adopted as of May 2011) are hereby replaced with the following:

Figure 4-5 – Light Industrial District (LI)	
Height	
Height of Main Structure (feet)	50
Number of Stories	4
Residential Proximity	3 : 1 slope from residential lot line
Building Placement and Coverage	
Front Yard Setback (feet)	25
Side Yard Setback (feet)	10
Rear Yard Setback (feet)	20
Lot Coverage	50 %
Buffering and Screening	
Service and Loading Areas	May face a public street or adjacent residential uses

II. SPECIAL CONDITIONS:

1. The following uses as defined in the current Comprehensive Zoning Ordinance shall be permitted by Specific Use Permit only on the subject property:
 - a. Contractor's Maintenance Yard with accessory outside storage (Retail, Personnel Service & Commercial or Wholesale, Distribution & Storage)
 - b. Outside Storage as a primary use.
2. Light Assembly (Miniature Extrusion) uses to include the process of hydraulically pushing material through an aperture at elevated temperatures are permitted by right.
3. The following uses as defined in the current Comprehensive Zoning Ordinance shall be prohibited on the subject property:
 - a. Animal Boarding/Kennel without Outside Pens
 - b. Hotel/Motel
 - c. Financial Institution (with or without drive-thru, Alternative)
 - d. Automobile Rental
 - e. Body Art Studio
 - f. Equipment Rental
 - g. Food Processing
 - h. Motor Vehicle Fueling Station
 - i. Pawn Shop
 - j. Truck Machinery & Heavy Equipment Sales, Service or Repair
 - k. Water Treatment Plant, Reservoir or Water Storage
 - l. Industrial (Outside)
 - m. Mini-warehouse (Self-storage)
 - n. Recycling Collection Center
4. The subject property shall be in conformance with all regulations of the Light Industrial Zoning District set forth in Section 4.2, Section 4.3, and Section 5.2 of the current Zoning Ordinance (and as amended) in every respect with exception to the uses indicated in Section II.1 and II.2 above.
5. A Site Plan shall be submitted to reflect any accessory outside storage areas.
6. Existing unirrigated natural/landscaped areas shall remain in accordance with Site Plan.
7. Security screening (slats or other material) shall be allowed to screen outside storage areas.



CALLED 1.000 ACRES
 POLAR TECHNOLOGY CORP. CONCRETE
 L.C. NO. 2010028010513108

LEGEND

- = CONTIGUOUS BOUNDARY
- = POWER POLE
- - - = EASEMENT
- = ROW
- = 20' ROW
- = 25' ROW
- = 30' ROW
- = 33' ROW
- = 35' ROW
- = 40' ROW
- = 45' ROW
- = 50' ROW
- = 60' ROW
- = 75' ROW
- = 100' ROW
- = 125' ROW
- = 150' ROW
- = 200' ROW
- = 250' ROW
- = 300' ROW
- = 400' ROW
- = 500' ROW
- = 600' ROW
- = 700' ROW
- = 800' ROW
- = 900' ROW
- = 1000' ROW

NOTES
 BEARING SHOWN ARE BASED ON THE FINAL
 SURVEY OF 544 INDUSTRIAL PARK AS
 RECORDED IN DISTRICT 7 PAGE 443

LEGAL DESCRIPTION

BEING Lot 10R, Block 1 of 544 Industrial Park, an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Cabinet K, Page 73, Plat Records of Collin County, Texas, together with Ratification of Plat recorded in Volume 4064, Page 140E, Real Property Records, Collin County, Texas.

NOTES

1. The original copy will have original signatures, stamps and seal on impression used.
2. Copyright © 2015, Surdukan Surveying, Inc.
3. This survey is being provided solely for the use of the current parties.
4. This survey is subject to all easements of record.
5. The Platting Agreement as recorded in County Clerk No. 2010028010513108 does not apply to this plat.

SURVEYOR'S CERTIFICATE

The survey above shown is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or projections, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2014. The property is subject to all easements of record.

David J. Surdukan
 David J. Surdukan R.P.L.S. No. 6813



EXHIBIT "C"

**BOUNDARY SURVEY
 LOT 10R, BLOCK 1
 544 INDUSTRIAL PARK
 CITY OF WYLIE
 COLLIN COUNTY, TEXAS**

G.F. No. 1913502775

SURDUKAN SURVEYING, INC.
 P.O. BOX 128
 WYLIE, TEXAS 75098
 (972) 594-8000
 F/W 90 1006550



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Engineering
Prepared By: Engineering
Date Prepared: October 2, 2015

Item Number: G
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: \$4,414,571.00
Exhibits: Final pay request

Subject

Consider, and act upon, approval and final acceptance of the Woodbridge Parkway paving project and authorize final payment to Mario Sinacola & Sons in the amount of \$228,411.78 and accept the project as complete.

Recommendation

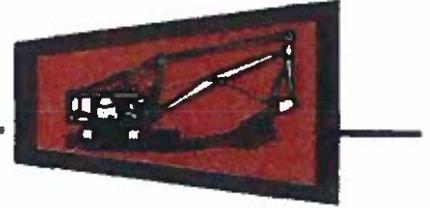
Motion to approve final payment to Mario Sinacola & Sons in the amount of \$228,411.78 and accept the project as complete.

Discussion

On July September 24, 2013, a construction contract was awarded to Mario Sinacola & Sons in the amount of \$4,414,571.00 for the construction of Woodbridge Parkway from Hooper Road to Cody Lane. The contractor has addressed all of the punch list items and the roadway was opened to traffic last November.

Funding for the project was provided by Collin County, the City of Wylie, the Wylie Economic Development Corporation, and the City of Sachse. The final contract price for the project is \$4,568,235.95. Total project cost from Hooper Road to SH 78 is approximately \$8,500,000.

MARIO SINACOLA & SONS
EXCAVATING, INC.



August 25, 2015

Bid No.: W2013-71-B
Project No.: 13310
Street: Woodbridge Parkway

Mr. Chris Holsted, P.E., CFM
City of Wylie
300 Country Club Road
Wylie, TX 75098

Re: Release of Retainage Request

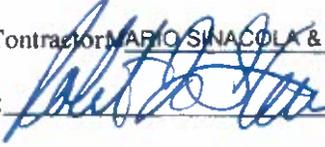
Mr. Holsted,

Pursuant to Article SC.34, Application for Final Payment, of the Special Conditions of the Contract, Mario Sinacola & Sons Excavating, Inc. (MSSEI) has provide all documentation required by the City and is hereby requesting the release for all of the retainage withheld from previous pay request as well as the retainage on the attached final pay request. The amount of retainage being requested (including final pay request) is \$228,411.78.

The undersigned has been authorized to sign for the abovementioned principal contractor:

Date: August 25, 2015

Principal Contractor MARIO SINACOLA & SONS EXCAVATING INC.

Signed By: 

Typed Name: Robert L. Stevens

Title: Vice President

MSSEI requests that the retainage release payment be paid within thirty days of receipt of this letter.

If you have any questions or concerns please call Robert Bentz at (214) 500-2120 or you can send an email to rbentz@mariosinacola.com.

Approved _____ Denied _____ Amount \$ _____

Chris Holsted, P.E., CFM
City of Wylie
300 Country Club Road

10950 Research Road ~ Frisco, Texas 75033
Phone: (214) 387-3900 ~ Fax: (214) 387-3940

Application and Certificate for Payment

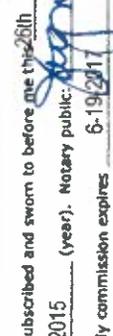
To Owner: City of Wylie 300 Country Club Road, 1st Fl Wylie, TX 75098	Project: WOODBRIDGE PARKWAY WYLLIE, TX	Application No: 16 Date: 08/26/2015 Period To: 08/26/15 Architect's Project No: #13310 Contract Date:
From (Contractor): Mario Sinacola & Sons Exc Inc. 10950 Research Frisco, TX 75033	Contractor Job Number: 13310 Via (Architect): Contract Fax:	
Phone: 214.387.3900		

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	59,356.70	
Change orders approved this month	94,308.25	
Totals	94,308.25	
Net change by change orders	153,664.95	

Original contract sum	4,414,571.00
Net change by change orders	153,664.95
Contract sum to date	4,568,235.95
Total completed and stored to date	4,568,235.95
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	4,568,235.95
Less previous certificates of payment	4,339,824.15
Current sales tax	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	228,411.78
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: 
 By: _____ Date: 8/26/2015
 State of: TEXAS County of: COLLIN
 My Commission Expires June 19, 2017
 Subscribed and sworn to before me this 26th day of AUGUST 2015. Notary public: 
 My commission expires 6-19-2017

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Architect

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$ _____
 MSSEI
 CITY ENGINEER
 CITY SUPERVISOR

Application and Certificate For Payment -- page 2

To Owner: City of Wylie Application No: 16 Date: 08/26/15 Period To: 08/26/15
 From (Contractor): Mario Sinacola & Sons Exc Inc. Contractor's Job Number: 13310
 Project: WOODBRIDGE PARKWAY Architect's Project No: #13310

Item Number	Description	Unit Price	Contract Quantity	U/M	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
10 BASE BID A-PAVING/DRAINAGE													
10010	TOP SOIL STRIPPING	6,000.0000	1.00 LP		6,000.00	1.00	6,000.00	.00	0.00	1.00	6,000.00	100.0	0.00
10020	MOBILIZATION	160,000.0000	1.00 LP		160,000.00	1.00	160,000.00	.00	0.00	1.00	160,000.00	100.0	0.00
10030	SITE PREPARATION	80,000.0000	1.00 LP		80,000.00	1.00	80,000.00	.00	0.00	1.00	80,000.00	100.0	0.00
10040	TEMPEROSION, SEDIMENTATION & WATER POLLUTION PREVACONTROL	30,000.0000	1.00 LP		30,000.00	1.00	30,000.00	.00	0.00	1.00	30,000.00	100.0	0.00
10050	TRAFFIC CONTROL	5,000.0000	1.00 LP		5,000.00	1.00	5,000.00	.00	0.00	1.00	5,000.00	100.0	0.00
10060	UNCLASSIFIED STREET EXCAVATION	2,000	6200.00 CY		12,400.00	6200.00	12,400.00	.00	0.00	6200.00	12,400.00	100.0	0.00
10070	BACKFILL (IMPORT = 37,800 CY)	1,000	44000.00 CY		44,000.00	44000.00	44,000.00	.00	0.00	44000.00	44,000.00	100.0	0.00
10080	7 1/2" LIME STABILIZATION SUBGRADE @ 4 LBS/SY	2,300	14700.00 SY		33,810.00	14700.00	33,810.00	.00	0.00	14700.00	33,810.00	100.0	0.00
10090	HYDRATED LIME @ 44 LBS/SY	140,000.00	323.00 TON		45,220.00	323.00	45,220.00	.00	0.00	323.00	45,220.00	100.0	0.00
10100	8" REIN. CONCRETE W/6" INTEGRAL CURB	31,000.00	13900.00 SY		430,900.00	13900.00	430,900.00	.00	0.00	13900.00	430,900.00	100.0	0.00
10110	6" REIN. CONCRETE DRIVEWAY	40,000.00	92.00 SY		3,680.00	92.00	3,680.00	.00	0.00	92.00	3,680.00	100.0	0.00
10120	GRAVEL DRIVEWAY TXDOT IT. 247-FLEX BS (NON-LIMESTONE GR)	15,000.00	101.00 SY		1,515.00	101.00	1,515.00	.00	0.00	101.00	1,515.00	100.0	0.00
10130	HYDROSEED (PARKWAY)	1,500.00	16500.00 SY		24,750.00	16500.00	24,750.00	.00	0.00	16500.00	24,750.00	100.0	0.00
10140	SOD (MEDIAN)	3,000.00	1300.00 SY		3,900.00	1300.00	3,900.00	.00	0.00	1300.00	3,900.00	100.0	0.00
10150	PAVEMENT MARKINGS AND MARKERS	6,000.0000	1.00 LP		6,000.00	1.00	6,000.00	.00	0.00	1.00	6,000.00	100.0	0.00
10160	RELOCATE EX. MAILBOX	2,000.0000	1.00 EA		2,000.00	1.00	2,000.00	.00	0.00	1.00	2,000.00	100.0	0.00
10170	EX-SCHOOL MONUMENT TO BE RELOCATED	5,000.0000	1.00 EA		5,000.00	1.00	5,000.00	.00	0.00	1.00	5,000.00	100.0	0.00
10180	CONCRETE STR. HEADER	10,000.00	200.00 LF		2,000.00	200.00	2,000.00	.00	0.00	200.00	2,000.00	100.0	0.00
10190	METAL BEAM GUARD FENCE	20,000.00	100.00 LF		2,000.00	100.00	2,000.00	.00	0.00	100.00	2,000.00	100.0	0.00
10200	METAL BEAM GUARD FENCE - TL2	1,000.0000	2.00 EA		2,000.00	2.00	2,000.00	.00	0.00	2.00	2,000.00	100.0	0.00
10210	24" RCP	58,000.00	140.00 LF		8,120.00	140.00	8,120.00	.00	0.00	140.00	8,120.00	100.0	0.00
10220	48" RCP	163,000.00	88.00 LF		14,344.00	88.00	14,344.00	.00	0.00	88.00	14,344.00	100.0	0.00
10230	54" RCP	195,000.00	324.00 LF		63,180.00	324.00	63,180.00	.00	0.00	324.00	63,180.00	100.0	0.00
10240	6' X 6' RCB	255,000.00	810.00 LF		206,550.00	810.00	206,550.00	.00	0.00	810.00	206,550.00	100.0	0.00
10250	7' X 7' RCB	290,000.00	750.00 LF		217,500.00	750.00	217,500.00	.00	0.00	750.00	217,500.00	100.0	0.00
10260	15' CURB INLET	3,500.0000	2.00 EA		7,000.00	2.00	7,000.00	.00	0.00	2.00	7,000.00	100.0	0.00
10270	20' CURB INLET	4,500.0000	2.00 EA		9,000.00	2.00	9,000.00	.00	0.00	2.00	9,000.00	100.0	0.00
10280	8' X 8' STORM DRAIN JUNCTION BOX	11,000.0000	4.00 EA		44,000.00	4.00	44,000.00	.00	0.00	4.00	44,000.00	100.0	0.00
10290	HEADWALL FOR 7' X 7' RCB (TXDOT FW-S)	15,000.0000	1.00 EA		15,000.00	1.00	15,000.00	.00	0.00	1.00	15,000.00	100.0	0.00

Application and Certificate For Payment -- page 3

To Owner: City of Wylie Application No: 16 Date: 08/26/15 Period To: 08/26/15
 From (Contractor): Mario Sinacola & Sons Exc Inc. Contractor's Job Number: 13310
 Project: WOODBRIDGE PARKWAY Architect's Project No: #13310

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
10300	CONCRETE RIPRAP	55.0000	792.00	SY	43,560.00	792.00	43,560.00	.00	792.00	792.00	43,560.00	100.0	0.00
10310	STORM DRAIN TRENCH SAFETY	5.0000	2112.00	LF	10,560.00	2112.00	10,560.00	.00	2112.00	2112.00	10,560.00	100.0	0.00
10320	REMOVE & RELOCATE EX. FIRE HYDRANT ASSEMBLY	2,250.0000	1.00	EA	2,250.00	1.00	2,250.00	.00	1.00	1.00	2,250.00	100.0	0.00
10330	WATER VALVE ADJUST	350.0000	5.00	EA	1,750.00	5.00	1,750.00	.00	5.00	5.00	1,750.00	100.0	0.00
10340	FIRE HYDRANT ADJUST	750.0000	2.00	EA	1,500.00	2.00	1,500.00	.00	2.00	2.00	1,500.00	100.0	0.00
10350	WATER METER ADJUST	750.0000	1.00	EA	750.00	1.00	750.00	.00	1.00	1.00	750.00	100.0	0.00
10360	TYPE R GROUTED ROCK RIP RAP	75.0000	115.00	SY	8,625.00	115.00	8,625.00	.00	115.00	115.00	8,625.00	100.0	0.00
10370	30" PVC OS&46 WASTE WATER LINE	335.0000	143.00	LF	47,905.00	143.00	47,905.00	.00	143.00	143.00	47,905.00	100.0	0.00
10380	42" STEEL ENCASMENT	500.0000	100.00	LF	50,000.00	100.00	50,000.00	.00	100.00	100.00	50,000.00	100.0	0.00
10390	5.0' DIAMETER WASTE WATER MANHOLE	24,000.0000	3.00	EA	72,000.00	3.00	72,000.00	.00	3.00	3.00	72,000.00	100.0	0.00
10400	BYPASS PUMPING	40,000.0000	1.00	LP	40,000.00	1.00	40,000.00	.00	1.00	1.00	40,000.00	100.0	0.00
10410	SINGLE GUARDRAIL TERMINAL	3,000.0000	2.00	EA	6,000.00	2.00	6,000.00	.00	2.00	2.00	6,000.00	100.0	0.00
Total BASE BID A-PAVING / DRAINAGE						1,769,769.00	1,769,769.01	0.00	0.00	1,769,769.01	1,769,769.01	0.00	0.00
30 BASE BID B-BRIDGE CONSTR													
20010	TOP SOIL STRIPPING	3,000.0000	1.00	LP	3,000.00	1.00	3,000.00	.00	1.00	1.00	3,000.00	100.0	0.00
20020	DRILL SHAFT (30 IN)	90.0000	596.00	LF	53,640.00	596.00	53,640.00	.00	596.00	596.00	53,640.00	100.0	0.00
20030	CLASS C CONCRETE (ABUTMENTS)	830.0000	50.00	CY	41,500.00	50.00	41,500.00	.00	50.00	50.00	41,500.00	100.0	0.00
20040	CLASS C CONCRETE (BENT)	950.0000	93.00	CY	88,350.00	93.00	88,350.00	.00	93.00	93.00	88,350.00	100.0	0.00
20050	CLASS C CONCRETE (APPROACH SLAB)	350.0000	107.00	CY	37,450.00	107.00	37,450.00	.00	107.00	107.00	37,450.00	100.0	0.00
20060	CLASS S CONCRETE (BRIDGE SIDEWALK)	510.0000	50.00	CY	25,500.00	50.00	25,500.00	.00	50.00	50.00	25,500.00	100.0	0.00
20070	REIN. CONCRETE SLAB	16.0000	16240.00	SF	259,840.00	16240.00	259,840.00	.00	16240.00	16240.00	259,840.00	100.0	0.00
20080	PRESTRESSED CONCRETE GIRDER (TX26)	109.0000	2224.00	LF	242,416.00	2224.00	242,416.00	.00	2224.00	2224.00	242,416.00	100.0	0.00
20090	CONCRETE SURFACE TREATMENT (CLASS II)	3.0000	1992.00	SY	5,976.00	1992.00	5,976.00	.00	1992.00	1992.00	5,976.00	100.0	0.00
20100	RIPRAP (CONCRETE.5")	380.0000	189.00	CY	71,820.00	189.00	71,820.00	.00	189.00	189.00	71,820.00	100.0	0.00
20110	STRUCTURAL STEEL (MISCELLANEOUS BRIDGE)	20.0000	154.00	LB	3,080.00	154.00	3,080.00	.00	154.00	154.00	3,080.00	100.0	0.00
20120	RAIL (TY C221)	100.0000	292.00	LF	29,200.00	292.00	29,199.99	.00	292.00	292.00	29,199.99	100.0	0.00
20130	RAILING (TY T551)	70.0000	292.00	LF	20,440.00	292.00	20,440.00	.00	292.00	292.00	20,440.00	100.0	0.00
20140	ARMOR JOINT (WITH SEAL)	80.0000	110.00	LF	8,800.00	110.00	8,800.00	.00	110.00	110.00	8,800.00	100.0	0.00
Total BASE BID B-BRIDGE CONSTR						891,012.00	891,011.99	0.00	0.00	891,011.99	891,011.99	0.00	0.00
30 BASE BID C-PAVG / DRAINAGE													
30010	TOP SOIL STRIPPING	13,000.0000	1.00	LP	13,000.00	1.00	13,000.00	.00	1.00	1.00	13,000.00	100.0	0.00

Application and Certificate For Payment -- page 4

To Owner: City of Wylie Application No: 16 Date: 08/26/15 Period To: 08/26/15
 From (Contractor): Mario Sinacola & Sons Exc Inc. Contractor's Job Number: 13310
 Project: WOODBRIDGE PARKWAY Architect's Project No: #13310

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
30020	MOBILIZATION	175,000.0000	1.00	LP	175,000.00	1.00	175,000.00	.00	0.00	1.00	175,000.00	100.0	0.00
30030	SITE PREPARATION	95,000.0000	1.00	LP	95,000.00	1.00	95,000.00	.00	0.00	1.00	95,000.00	100.0	0.00
30040	TEMP EROSION, SEDIMENTATION & WATER POLLUT PREV & CONTROL	30,000.0000	1.00	LP	30,000.00	1.00	30,000.00	.00	0.00	1.00	30,000.00	100.0	0.00
30050	UNCLASSIFIED STREET EXCAVATION	2.0000	77800.00	CY	155,600.00	77800.00	155,600.00	.00	0.00	77800.00	155,600.00	100.0	0.00
30060	BACKFILL (ROADWAY)	1.0000	76500.00	CY	76,500.00	76500.00	76,500.00	.00	0.00	76500.00	76,500.00	100.0	0.00
30070	ROADWAY EXCAVATION (HAUL OFF)	8.4000	1300.00	CY	10,920.00	1300.00	10,920.00	.00	0.00	1300.00	10,920.00	100.0	0.00
30080	OFF-SITE EXCAVATION (PL ON HERZOG PROPERTY WEST OF WS PRKY)	2.2000	90000.00	CY	198,000.00	90000.00	198,000.00	.00	0.00	90000.00	198,000.00	100.0	0.00
30090	OFF-SITE EXCAVATION (HAUL OFF)	5.3000	90000.00	CY	477,000.00	90000.00	477,000.00	.00	0.00	90000.00	477,000.00	100.0	0.00
30100	7" LIME STABILIZATION SUBGRADE @ 4 LBS/SY	2.3000	9350.00	SY	21,505.00	9350.00	21,505.00	.00	0.00	9350.00	21,505.00	100.0	0.00
30110	HYDRATED LIME @ 44 LBS/SY	140.0000	206.00	TON	28,840.00	206.00	28,840.00	.00	0.00	206.00	28,840.00	100.0	0.00
30120	8" REIN. CONCRE WS" INTEGRAL CURB	31.0000	8685.00	SY	269,235.00	8685.00	269,235.00	.00	0.00	8685.00	269,235.00	100.0	0.00
30130	HYDROSEE (PARKWAY)	1.5000	16350.00	SY	24,525.00	16350.00	24,525.00	.00	0.00	16350.00	24,525.00	100.0	0.00
30140	SOD (MEDIAN)	3.0000	3400.00	SY	10,200.00	3400.00	10,200.00	.00	0.00	3400.00	10,200.00	100.0	0.00
30150	PAVEMENT MARKINGS AND MARKERS	3,000.0000	1.00	LP	3,000.00	1.00	3,000.00	.00	0.00	1.00	3,000.00	100.0	0.00
30160	METAL BEAM GRD FENCE	20.0000	100.00	LF	2,000.00	100.00	2,000.00	.00	0.00	100.00	2,000.00	100.0	0.00
30170	METAL BEAM GUARD RAIL - TL2	1,000.0000	2.00	EA	2,000.00	2.00	2,000.00	.00	0.00	2.00	2,000.00	100.0	0.00
30180	18" RCP	48.0000	117.00	LF	5,616.00	117.00	5,616.00	.00	0.00	117.00	5,616.00	100.0	0.00
30190	24" RCP	58.0000	176.00	LF	10,208.00	176.00	10,208.00	.00	0.00	176.00	10,208.00	100.0	0.00
30200	48" RCP	163.0000	187.00	LF	30,481.00	187.00	30,481.00	.00	0.00	187.00	30,481.00	100.0	0.00
30210	10" CURB INLET	2,600.0000	3.00	EA	7,800.00	3.00	7,800.00	.00	0.00	3.00	7,800.00	100.0	0.00
30220	15" CURB INLET	3,500.0000	1.00	EA	3,500.00	1.00	3,500.00	.00	0.00	1.00	3,500.00	100.0	0.00
30230	HEADWALL FOR 24" RCP (TYPE B)	2,000.0000	2.00	EA	4,000.00	2.00	4,000.00	.00	0.00	2.00	4,000.00	100.0	0.00
30240	HEADWALL FOR 48" RCP (TYPE B)	4,000.0000	2.00	EA	8,000.00	2.00	8,000.00	.00	0.00	2.00	8,000.00	100.0	0.00
30250	ROCK RIPRAP	65.0000	165.00	SY	10,725.00	165.00	10,725.00	.00	0.00	165.00	10,725.00	100.0	0.00
30260	CONCRETE RIPRAP	55.0000	1277.00	SY	70,235.00	1277.00	70,235.00	.00	0.00	1277.00	70,235.00	100.0	0.00
30270	STORM DRAIN TRENCH SAFETY	5.0000	480.00	LG	2,400.00	480.00	2,400.00	.00	0.00	480.00	2,400.00	100.0	0.00
30280	SANITARY SEWER MANHOLE ADJUSTMENT	2,500.0000	1.00	EA	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	0.00
30290	SINGLE GUARDRAIL TERMINAL	3,000.0000	2.00	EA	6,000.00	2.00	6,000.00	.00	0.00	2.00	6,000.00	100.0	0.00
Total BASE BID C-PAVG/ DRAINAGE					1,753,790.00		1,753,790.00		0.00		1,753,790.00		0.00

Application and Certificate For Payment -- page 5

To Owner: City of Wylie
 From (Contractor): Mario Sinacola & Sons Exc Inc.
 Project: WOODBRIDGE PARKWAY
 Application No: 16
 Date: 08/26/15
 Period To: 08/26/15
 Contractor's Job Number: 13310
 Architect's Project No: #13310

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
50010	CO1-REMOV EXIST PYMNT MARK AND MARKINGS	1,262.0000	1.00	LP	1,262.00	1.00	1,262.00	0.00	0.00	1.00	1,262.00	100.0	0.00
Total CHANGE ORDER 1						1,262.00	1,262.00	0.00	0.00	1.00	1,262.00	100.0	0.00
55 CHANGE ORDER 2													
10080	CO2-7 LIME STABILIZ S @44 lbs/sy	2.3000	135.75	SY	312.23	135.75	312.23	0.00	0.00	135.75	312.23	100.0	0.00
10090	CO2-HYDR. LIME @44 lbs	140.0000	2.99	TON	418.60	2.99	418.60	0.00	0.00	2.99	418.60	100.0	0.00
10110	CO2-6 REINF CONCR DRIV	40.0000	101.00	SY	4,040.00	101.00	4,040.00	0.00	0.00	101.00	4,040.00	100.0	0.00
10120	CO2-GRAVEL DRIVE WAY TxDol 247-Flex BS (Non Limestone)	15.0000	-101.00	SY	-1,515.00	-101.00	-1,515.00	0.00	0.00	-101.00	-1,515.00	100.0	0.00
10260	CO2-15 CURB INLET	3,500.0000	-2.00	EA	-7,000.00	-2.00	-7,000.00	0.00	0.00	-2.00	-7,000.00	100.0	0.00
10270	CO2-20 CURB INLET	4,500.0000	2.00	EA	9,000.00	2.00	9,000.00	0.00	0.00	2.00	9,000.00	100.0	0.00
20020	CO2-DRILL SHAFT (30')	90.0000	219.62	LF	19,765.80	219.62	19,765.80	0.00	0.00	219.62	19,765.80	100.0	0.00
55010	CO2-EX. 15" S.S. CONCR (Base Bid C)	10,415.1800	1.00	LP	10,415.18	1.00	10,415.18	0.00	0.00	1.00	10,415.18	100.0	0.00
55020	CO2-3" WYLLIE ISD GAS STRIKE ON 41A/14 (Base Bid A)	19,517.4700	1.00	LP	19,517.47	1.00	19,517.47	0.00	0.00	1.00	19,517.47	100.0	0.00
55030	CO2-30" DIA. DRILL SHA EXTENSIONS (Base Bid B)	836.4600	-1.00	LP	-836.46	-1.00	-836.46	0.00	0.00	-1.00	-836.46	100.0	0.00
55040	CO2-STRIPING ADDITIONS FOR Base Bids A, B & C	3,976.8800	1.00	LP	3,976.88	1.00	3,976.88	0.00	0.00	1.00	3,976.88	100.0	0.00
Total CHANGE ORDER 2						58,094.70	58,094.70	0.00	0.00	58,094.70	58,094.70	100.0	0.00
60 CHANGE ORDER 3-FINALIZE QTY'S													
10100	CO3-8" REIN. CONC W/6" CURB	31.0000	135.75	SY	4,208.25	135.75	4,208.25	0.00	0.00	135.75	4,208.25	100.0	0.00
30090	CO3-OFFSITE EXC (PAUL-	5.3000	17000.00	CY	90,100.00	17000.00	90,100.00	0.00	0.00	17000.00	90,100.00	100.0	0.00
Total CHANGE ORDER 3-FINALIZE QTY'S						94,308.25	94,308.25	0.00	0.00	94,308.25	94,308.25	100.0	0.00
Application Total						4,568,235.95	4,568,235.95	0.00	0.00	4,568,235.95	4,568,235.95	100.0	0.00

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project WOODBIDGE PARKWAY.
Job No. 13310

On receipt by the signer of this document of a check from City of Wylie (maker of check) in the sum of \$228,411.78 payable to Mario Sinacola & Sons Excavating Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Wylie (owner) located at Wylie Texas, Colin County (location) to the following extent: Paving, Drainage Utilities and Structures(job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Wylie (Contractor).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date August 26, 2015

By Mario Sinacola & Sons Excavating Inc. (Company name)
Robert L. Stevens (Signature)
Robert L. Stevens, Vice President (Name and Title)

STATE OF TEXAS
COUNTY OF COLLIN

This Conditional Waiver and Release on Final Payment was acknowledged before me on this 26th day of August, 2015, by Robert L. Stevens, on behalf of Mario Sinacola & Sons, Excavation Inc., a Corporation.

Jayni Sellers

NOTARY PUBLIC, in and for the
State of Texas
My Commission Expires: 6-19-2017





Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Engineering
Prepared By: Purchasing
Date Prepared: October 1, 2015

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

Subject

Consider and act upon the award of bid # W2015-67-B for Ballard Avenue Paving & Drainage Improvements Dallas/Collin County Line to Alanis Drive Project; to Tri-Con Services Inc. in the amount of \$5,299,999.99, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

A motion authorizing the award of Consider and act upon the award of bid # W2015-67-B for Ballard Avenue Paving & Drainage Improvements Dallas/Collin County Line to Alanis Drive Project; to Tri-Con Services Inc. in the amount of \$5,299,999.99, and authorizing the City Manager to execute any and all necessary documents.

Discussion

Competitive sealed bids were solicited for the paving, drainage and utility improvements for Ballard Avenue from the Dallas/Collin County Line to Alanis Drive as described in bid #W2015-67-B. A public notification was placed in The Wylie News and on the Purchasing Department's public web page, and local agents were notified of the bid opportunity.

Staff recommends the award of Bid #W2015-67-B for the Ballard Avenue Paving & Drainage Improvements in the amount of \$5,299,999.99 to Tri-Con Services Inc. as the lowest responsive, responsible bid; and authorizing the City Manager to execute any necessary documents.

The 2007 Collin County bond program included \$5,400,000 for the Ballard Avenue project. The county released \$365,000 for engineering and \$350,000 for right of way acquisition. An agreement with Atmos was also approved in the amount of \$440,680.71 for the relocation of a gas line along Ballard. County funding available for the project is \$4,685,000 and an additional \$1,056,000 is needed to complete the project. On September 21st, the Collin County Commissioners Court agreed to fund 50% of the additional funding needed for the project which is \$528,000. Staff recommends using \$528,000 from the east zone thoroughfare impact fees to match the county funding. The current east zone thoroughfare impact fee fund balance is approximately \$1,200,000.00.

Total project expenses to date are approximately \$925,000 which includes engineering, right of way acquisition and the Atmos gas line relocation.



BID SUBMISSIONS

W2015-67-B

BALLARD AVENUE IMPROVEMENTS

(Dallas/Collin County Line to Alanis Drive)

Bids Due Prior to: August 17, 2015 @ 3:00 pm (CT)

Addendum/

Company Name:	Bid Bond	Base Bid	Add 1	Total Bid \$
GTI	Yes/ yes	\$6,416,046.75	\$243,360.75	\$6,659,407.50
Haydon Central LLC	Yes/yes	\$6,114,275.35	\$359,368.75	\$6,473,644.10
Mario Sinacola & Sons	Yes/yes	\$6,080,998.00	\$222,681.75	\$6,303,679.75
Pavecon Public Works	Yes/yes	\$6,607,172.62	\$229,544.15	\$6,836,716.77
Tiseo Paving Company	Yes/yes	\$6,916,788.65	\$234,646.70	\$7,151,435.35
Tri-Con Services Inc.	Yes/yes	\$5,299,999.99	\$260,3385.00	\$5,560,384.99

I certify that the above includes all firms contacted to bid and that replies are exactly as stated. Final figures are subject to review by the Engineer of Record.

Glenna Hayes

August 17, 2015

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: Public Services
Prepared By: Robert Diaz
Date Prepared: September 24, 2015

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

Subject

Review of proposed Brown House facility fees.

Recommendation

N/A

Discussion

The City acquired the Brown House from the Birmingham Memorial Land Trust in May of 2015. In order to begin the process of accepting paid reservations from the public, a set of fees needs to be recommended by the Parks and Recreation Board and eventually approved by the City Council.

At their July 2015 meeting, the Parks and Recreation Board reviewed fees recommended by staff as well as examples from other municipal facilities in the Metroplex. The Board tabled a formal recommendation of any new fees, and they decided to create a Board Subcommittee to conduct further study of potential fees with the goal of subsequently bringing a recommendation back to the full Board for review.

The Parks and Recreation Board Subcommittee consisting of three Board members met on August 19, 2015 and September 9, 2015 to discuss proposed fees. At the Subcommittee meetings, the allowance of alcohol at the Brown House during rentals was discussed, and the Subcommittee directed staff to develop a draft policy that incorporated this possibility.

At the September 14, 2015 Parks and Recreation Board meeting, the Board removed from the table the Brown House fees to review the Subcommittee recommendations. The Board discussed the proposed fees and alcohol policy. Ultimately, the Board decided to again table the item and directed staff to schedule a work session with City Council to review their findings prior to a formal recommendation being made.

A recommended fee structure and draft alcohol policy will be discussed at the October 13, 2015 City Council meeting in a work session.

Brown House - Rental Pricing Comparisons

updated 9-16-15

	Deposit	Hourly Rate	Minimum	Other	Additional Info
Board recommendation (capacity 40-50)	\$ 300.00	\$ 100.00	3 hours		Mon-Thu Resident
		\$ 125.00	4 hours		Fri-Sun Resident
	\$ 300.00	\$ 125.00	3 hours		Mon-Thu Non-resident
		\$ 150.00	4 hours		Fri-Sun Non-resident
		\$ 50.00	per hour		Photography session per hour rate (use of outdoor/indoor)
	?	?			WISD rate
Birmingham Trust fees	\$ 500.00	\$ 100.00	4 hours		Photography Sessions: \$35/hr for inside house access
City of Farmers Branch Historical Park (Capacity Varies)	\$ 200.00	\$ 150.00	3 hours		Package 1 - Resident
	\$ 300.00	\$ 250.00	3 hours		Package 2 - Resident
	\$ 200.00	\$ 75.00	3 hours		Package 1 - Non-Resident*
	\$ 300.00	\$ 125.00	4 hours		Package 2 - Non-Resident*
City of Dallas - White Rock Lake Big Thicket (Capacity 50)					
	\$ 200.00	\$ 60.00	4 hours		Resident - Mon-Thurs
	\$ 200.00	\$ 76.00	4 hours		Resident - Fri-Sun
	\$ 200.00	\$ 70.00	4 hours		Non-Resident - Mon-Thurs
	\$ 200.00	\$ 70.00	4 hours		Non-Resident - Fri-Sun
				\$ 400.00	Alcohol security deposit
			\$ 50.00	Alcohol permit application fee	

*All Non-Residents are required to use \$1000 worth if business with Farmers Branch hotels. A \$25 per hour fee will be deducted from all deposits for reservations taking place before or after the Historical Park's hours of operation.

DRAFT-Alcohol Policy-Brown House

Alcohol may be consumed during Brown House reservations and at designated special events with written approval of the Director of the Public Services Department or his/her designee. The following guidelines must be adhered to:

- Alcohol beverages shall be brought to the city facility and served ONLY by a contractor/vendor/concessionaire appropriately licensed by the Texas Alcoholic Beverage Commission. It is the contractor/vendor/concessionaire's responsibility to abide by all applicable laws/regulations/licensing/permitting.
- Either the sponsor of the event or the contractor/vendor/concessionaire who will be serving/selling alcoholic beverages at the event must carry or obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to the name City of Wylie as additional insured on the policy.

Insurance requirements are as follows:

General Liability Coverage:

\$1,000,000 per occurrence

\$2,000,000 annual aggregate

G/L must include coverage for the following:

- a. Must be on an occurrence basis.
- b. Must include Medical Expense limits of not less than \$10,000.
- c. Personal and Advertising Injury limit of not less than \$1,000,000.
- d. Products and Completed Operations limit of \$2,000,000 aggregate.
- e. Fire Damage, any one Fire limit of \$1,000,000.

The above insurance shall be in addition to any other insurance coverage required by the City policies or ordinances or contracts with the City. In the event any other policy, ordinance, or contract require greater levels of additional insurance than this policy, then the more stringent requirement will control.

- The event sponsor shall be responsible for ensuring that intoxicated individuals are not served additional alcoholic beverages.
- Consumption/service of alcoholic beverages will only be allowed in a specified area defined in the permit issued by the Director and his/her designee.
- Any time alcoholic beverages are served, food must be made available by the event sponsor to attendees of the event.
- Alcoholic beverages will not be authorized at an event where the attendees will predominantly be under 21 years of age (e.g. children's birthday parties, high school graduation parties, and similar events), which determination shall be solely at the discretion of the Director or his/her designee.
- Any event where alcohol will be allowed and an alcohol deposit paid will require one or more off-duty Wylie Police Officers (or, if insufficient number of Wylie Police Officers are available, one or more law enforcement officers, as approved by the Wylie Police Department, with TCOLE certificate), as determined by the Director or his/her designee based on anticipated attendance at the event. Attendance exceeding the anticipated amount may require additional Police Officers and will be at the discretion of the Police Officer working the event. The cost of such officers shall be solely the expense of the event sponsor.
- The deposit required by Fee Ordinance _____ shall be doubled for events for which the Director and his/her designee have issued a permit pursuant to this policy.

- Alcoholic beverages shall not be brought to the Brown House by an individual(s) or event sponsor for personal consumption or for ceremonial purposes; however, a single bottle of champagne, wine or other alcoholic beverage may be brought by the wedding party to a wedding event for which a reservation has been made solely for a toast between the bride and groom. This does require written permission of the Director or his/her designee, and the intent of such ceremonial toast must be indicated on the rental agreement.



Wylie City Council

AGENDA REPORT

Meeting Date: October 13, 2015
Department: City Manager
Prepared By: Mindy Manson
Date Prepared: October 8, 2015

Item Number: Work Session 2
(City Secretary's Use Only)
Account Code: _____
Exhibits: 1

Subject

Review of proposed Interlocal Agreement between the City of Wylie, Texas and Wylie Northeast Special Utility District for an Interim Waste Water Service Agreement.

Recommendation

N/A

Discussion

Since the Inspiration Subdivision (originally known as the Hanover Development) was initially proposed in 2008, the City of Wylie has worked to ensure that the neighborhood would be connected to the regional waste water system, rather than be served by a small, independent treatment plant located near Lake Lavon. To that end, we worked through the process available to us with the Texas Commission on Environmental Quality and ultimately arrived at a Development Agreement that was approved by the City Council 2011. That Agreement set out some land use and development requirements, as well as the criteria for the timing that the development would be required to tie into the regional waste water system.

The Agreement allowed the development to operate with a small on-site plant until a specified flow was reached, and at that time provisions would be made to tie the subdivision to one of the waste water treatment plants in the NTMWD system. Since that original Agreement was approved, the land changed hands and the new developers wish to forgo the small on-site plant option and work to connect to the regional system.

Staff has worked with the Wylie Northeast Special Utility District (WNE), who will be the provider of water and sewer to Inspiration in order to identify a logical connection between that service area and the Muddy Creek Waste Water Treatment Plant. The ultimate permanent connection for the fully built-out neighborhood will take longer to implement due to the need to acquire right-of-way, complete engineering and so forth. The proposed term of the Interim Agreement is 3 years with a specified average and maximum daily flow. If approved, this will allow time for the work to be completed for the proposed permanent connection.

INTERIM WASTEWATER SERVICE AGREEMENT

This Interim Wastewater Service Agreement (this "Agreement") is entered into by the City of Wylie, Texas ("City"), and Wylie Northeast Special Utility District ("SUD") effective this ___ day of _____, 2015 (the "Effective Date"). City and SUD are individually referred to herein as a "Party" and collectively as the "Parties."

ARTICLE I

RECITALS

Circumstances that lead to this Agreement are as follows:

1.1 North Texas Municipal Water District ("NTMWD") owns, operates and maintains a wastewater treatment and collection system known as the Muddy Creek Regional Wastewater System (the "Muddy Creek System") pursuant to which it operates the Muddy Creek Regional Wastewater Treatment Plant ("Muddy Creek Plant") for treatment of wastewater.

1.2 NTMWD and City previously entered into a contract for wastewater treatment by NTMWD of City wastewater dated effective May 27, 1999 and a contract for wastewater transmission of City wastewater dated effective May 27, 2004 (collectively, the "Wastewater Contracts").

1.3 Under the Wastewater Contracts, NTMWD currently provides wastewater collection and treatment service for areas within City commencing at the point of entry into the Muddy Creek System generally shown on Exhibit "A" attached hereto (the "City/Muddy Creek POE").

1.4 SUD also provides wastewater collection and service and, pursuant to an agreement with NTMWD dated effective December 20, 2010, may transport the wastewater it collects to another regional wastewater treatment facility plant operated by NTMWD that is not the Muddy Creek Plant (the "Other Regional Facility").

1.5 SUD provides wastewater services to property located within the boundaries of Collin County Water Control Improvement District #3 ("WCID #3") pursuant to a contract dated September 3, 2008 between SUD and WCID #3 (through an assignment to WCID #3).

1.6 NTMWD and SUD previously entered into a Settlement Agreement dated effective December 14, 2010, pursuant to which (i) SUD was allowed or permitted to construct a temporary on-site wastewater treatment facility within the boundaries of WCID #3 (the "Temporary Facility"), (ii) NTMWD was to operate the Temporary Facility; (iii) wastewater from the Temporary Facility was to be discharged into Lake Lavon, and (iv) SUD was to subsequently construct a lift station and pipeline to transmit wastewater from within the boundaries of WCID #3 (the "WCID #3 Wastewater") to the Other Regional Facility to replace the Temporary Facility and the discharge into Lake Lavon.

1.7 The Parties have now determined that all Parties would best be served by (i) SUD not constructing the Temporary Facility, and (ii) not discharging the WCID #3 Wastewater from the Temporary Facility into Lake Lavon, but instead, on an interim basis, having SUD provide wastewater services within WCID #3 at this time by transporting the WCID #3 Wastewater to a point of entry located within City generally shown on Exhibit "B" (the "WCID #3/City POE") so that the WCID #3 Wastewater is transmitted through City's collection system into the Muddy Creek System to the Muddy Creek Plant as shown on Exhibit "A".

1.8 City has additional collection system capacity under the Wastewater Contracts and is therefore willing, on an interim basis, to allow SUD to use the WCID #3/City POE to transport the WCID #3 Wastewater into City's wastewater collection system and to allow such wastewater to flow through the City's wastewater collection system to the City/Muddy Creek POE as shown on Exhibit "A".

1.9 In a separate document between NTMWD and City, NTMWD has acknowledged that the Muddy Creek System has adequate capacity for the arrangement contemplated in Sections 1.7 and 1.8 and has acknowledged City may allow the WCID #3 Wastewater to flow through City's wastewater collection system on an interim basis into the Muddy Creek System and be treated at the Muddy Creek Plant; said document shall be in such form as is normal and customary for NTMWD.

1.10 SUD is willing to immediately design and construct a lift station from within WCID #3 (the "Lift Station") and a pipeline to allow the WCID #3 Wastewater to be transported to the WCID #3/City POE.

1.11 The Parties have also determined that, on a long-term basis, the procedure contemplated by the Settlement Agreement for transport of the WCID #3 Wastewater to the Other Regional Facility should not be utilized and that, instead, SUD should construct a pipeline to transport the WCID #3 Wastewater from the Lift Station to flow directly into the Muddy Creek System without going through the WCID #3/City POE.

1.12 The Parties agree and acknowledge that the Parties should work together with one another, NTMWD and other stakeholders in the Muddy Creek System to structure a mutually desirable program to plan, develop, fund, and construct long-term improvements to the Muddy Creek System, including the Muddy Creek Plant, that will allow the Muddy Creek System and Muddy Creek Plant to serve SUD, customers serviced by SUD (including WCID #3) and other Participants and customers of NTMWD.

1.13 The Parties agree and acknowledge that this Agreement will be beneficial to the regions primary water reservoir, Lake Lavon, and will provide a preparatory step for SUD and other entities to become part of the Muddy Creek System, which will benefit all Parties and stakeholders in the region by diversifying the user base and related financing of operational costs, debt service, and future capital expansion of the Muddy Creek System.

ARTICLE II

ADOPTION OF RECITALS AND CONSIDERATION

2.1 Each Party acknowledges the Recitals set forth in Article II of this Agreement and agrees that such Recitals are hereby incorporated into, and made a part of, this Agreement. For and in consideration of the Recitals set forth in Article I and the representations, agreements and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth in the following Sections of this Agreement.

ARTICLE III

CONSTRUCTION OF SUD INTERIM FACILITIES

3.1 Within seventy-five (75) days after the Effective Date, SUD shall provide to City a set of engineering plans and specifications (the “Plans”) prepared by a registered professional engineer for the construction of a wastewater transmission system from the Lift Station to the WCID #3/City POE, which transmission system shall consist of the Lift Station, force main and companion gravity main, and meter, all of sufficient size and capacity to transport expected volumes of the WCID #3 Wastewater from the Lift Station to the WCID #3/City POE during the Term (the “SUD Interim Facilities”). The Parties anticipate that the Lift Station and portions of the pipeline set forth in the Plans may, subsequent to the Term, be used to transport the WCID #3 Wastewater from the Lift Station to a point of entry directly into the Muddy Creek System that will not utilize the WCID #3/City POE or the City’s wastewater collection system. Therefore, at such time as it has prepared such plans, SUD shall provide to NTMWD a set of the engineering plans for any portion of the above wastewater transmission system that is contemplated to be used for portions of the long-term improvements to the Muddy Creek System that may be hereinafter proposed.

3.2 Within twenty (20) days after receiving the Plans, NTMWD and City shall confer as needed and shall provide any comments the entity (City or NTMWD) may have on the Plans. After receipt of such comments, SUD shall have ten (10) days to address the comments and concerns of NTMWD and City. If the Parties are unable to resolve any differences over the Plans within such ten-day period, they shall thereafter meet with one another, with each Party agreeing to work in a commercially reasonable manner to resolve such differences as expeditiously as possible. Once the Plans have been approved by City and NTMWD, City shall promptly provide written approval of such Plans to SUD.

3.3 SUD shall not commence construction of the SUD Interim Facilities until NTMWD and City have provided written approval of the Plans in accordance with the procedure set forth in Sections 3.1 and 3.2.

3.4 As between the Parties, all costs for the construction of the SUD Interim Facilities shall be the responsibility of SUD, and NTMWD and City shall have no responsibility for such costs. Except for maintenance of the meters as described in Section 4.1, all operational and

maintenance costs for the SUD Interim Facilities shall be the responsibility of SUD.

3.5 SUD agrees that the Plans and the construction of the SUD Interim Facilities shall comply with all applicable laws and regulations.

ARTICLE IV

MEASUREMENT OF WASTEWATER FLOWS AND LIMITATION ON FLOWS

4.1 Once the SUD Interim Facilities have been completed, SUD may commence the transmission of the WCID #3 Wastewater from the Lift Station to the WCID #3/City POE.

4.2 Ownership of the meters at the WCID #3/City POE installed for purposes of measuring the WCID #3 Wastewater flows shall be vested with City. City hereby grants a license to NTMWD and to SUD to access such meters. NTMWD shall be responsible for maintaining the meters in accordance with NTMWD's standard maintenance policy for meters.

4.3 All the WCID #3 Wastewater entering the WCID #3/City POE shall be limited to wastewater produced within the current boundaries of WCID #3 and from properties granting easements for the wastewater transmission line conveying the wastewater flow to the WCID #3 / City POE; however, any property to be provided wastewater outside of the WCID #3 shall be requested by SUD in writing and approved / authorized in writing by City prior to service being provided.

4.4 SUD agrees not to discharge a volume of WCID #3 Wastewater into the WCID #3/City POE in excess of: an average daily flow of 175,000 gallons per day; a maximum (peak) day flow of 300,000 gallons per day, measured at the WCID #3/City POE; or a peak hour flow of 17,000 gallons per hour.

4.5 SUD agrees not to discharge WCID #3 Wastewater into the WCID #3/City POE that exceeds any of the following normal wastewater concentrations:

- (a) 275 milligrams per liter BOD (Biological Oxygen Demand);
- (b) 300 milligrams per liter TSS (Total Suspended Solids);
- (c) pH, not less than six (6) or greater than nine (9); and
- (d) 0.1 milligrams per liter Hydrogen Sulfide.

4.6 City agrees not to knowingly accept into the WCID#3/City POE any WCID #3 Wastewater in excess of such limitations.

4.7 City agrees to the flows of the WCID #3 Wastewater in accordance with this Article IV.

4.8 Title to all the WCID #3 Wastewater shall remain with SUD until discharged by SUD into the WCID #3/City POE, after which point title to the WCID #3 Wastewater shall pass to City until subsequently discharged into City/Muddy Creek POE, at which point title to such WCID #3 Wastewater shall pass to NTMWD. NTMWD shall have the right of re-use of the WCID #3 Wastewater treated at its Muddy Creek Plant to the extent authorized by all applicable laws and regulations.

4.9 SUD covenants that the transmission of the WCID #3 Wastewater to the WCID #3/City POE shall comply with all applicable laws and regulations.

4.10 City covenants that the transmission of the WCID #3 Wastewater from the City/Muddy Creek POE to the Muddy Creek Transmission System POE shall comply with all applicable laws and regulations and contractual provisions of City's agreement with NTMWD.

4.11 SUD shall be authorized to enter into a contract with WCID #3 authorizing the transport of WCID #3 Wastewater from the Lift Station to the WCID#3/City POE; the payment, allocation and reimbursement of the costs of constructing the Interim Facilities; the allocation and payment of the operational and maintenance costs of the Interim Facilities; and all other relevant matters as determined between such parties.

4.12 City shall continue to be responsible for maintenance and operation of City's wastewater collection and transmission system from the WCID #3/City POE to the City/Muddy Creek POE.

4.13 The Parties hereto acknowledge that NTMWD shall continue to be responsible for maintenance and operation of the Muddy Creek System according to existing agreements with City.

ARTICLE V

CHARGES AND PAYMENTS

5.1 SUD shall pay City charges for transport and treatment of the WCID #3 Wastewater (the "Wastewater Charges") equal to the amount derived by multiplying the number of gallons of WCID #3 Wastewater metered for the billing period times the Calculated Rate. For purposes of this Agreement, the "Calculated Rate" shall be equal to the per gallon unit cost paid by City to NTMWD pursuant to the Wastewater Contracts times a factor of 1.2.

5.2 City shall invoice SUD on a monthly basis for the Wastewater Charges. Invoices shall be prepared by City and delivered to SUD based on such billing cycle as agreed to between City and SUD and shall be consistent with the meter reading cycle at the WCID #3/City POE. SUD shall be responsible for paying such invoices within twenty (20) days after receipt. If an invoice is not paid within such time period, it shall be considered delinquent and subject to an additional charge of 5% as a late payment fee.

5.3 City shall be obligated to NTMWD for the payment of all amounts due under the Wastewater Contracts and this Agreement for transport and treatment of the WCID #3 Wastewater into the Muddy Creek System.

5.4 Either SUD or City shall have the right to request verification of the accuracy of the meters located at the WCID# 3/City POE by witnessing NTMWD calibrations. Should disagreement arise regarding the accuracy of the meters, either SUD or City shall have the right

to have an outside meter company evaluate the meters with NTMWD personnel once in any six (6) month period.

ARTICLE VI

TERM

6.1 This Agreement shall be for a term of three (3) years from the Effective Date unless terminated in writing by the Parties prior to the end of such three-year period.

ARTICLE VII

LONG TERM AGREEMENT

7.1 Within 60 days after the Effective Date, the Parties shall commence discussions with each other and with other stakeholders and NTMWD in the Muddy Creek System to structure a mutually desirable program to plan, develop, fund, and construct long-term improvements to the Muddy Creek System, including the Muddy Creek Plant, that will allow the Muddy Creek System and Muddy Creek Plant to serve SUD and other participants and customers of NTMWD. The Parties will work with one another in a commercially reasonable manner to complete a plan within twelve (12) months after the Effective Date for the construction and financing of long-term improvements to the Muddy Creek System such that SUD will be able to commence and complete construction within twenty four (24) months of a pipeline to transport WCID #3 Wastewater from the Lift Station to flow directly into the Muddy Creek System without going through the WCID #3/City POE.

ARTICLE VIII

REMEDIES

8.1 Each Party shall indemnify, defend and hold harmless each of the Other Parties and such other Parties' officers, agents, contractors, and employees (the "Indemnified Parties") from and against any and all risks, liabilities, liens, demands, suits, actions, losses, expenses, damages, costs (including, but not limited to attorneys' fees, accountant's fees, engineers' fees, consultants' fees and experts' fees), and claims because of injury to persons (including death) and/or injury or damage to or loss of any property or improvements to the extent arising from or caused by the acts and/or omissions of the indemnifying Party or such indemnifying Party's officers, agents, contractors, or employees in the execution of, performance under, or attempted performance under this Agreement.

8.2 The Parties acknowledge that the covenants and obligations of each Party under this Agreement are of a special nature and that any actual or threatened breach, violation, or evasion of such covenants and obligations will (a) result in damages to the other Parties in amounts

difficult to ascertain, and (b) give rise to irreparable injury to the other Parties. Accordingly, each Party agrees that the other Parties shall have a right to sue and shall be entitled to equitable relief, including without limitation, injunctive relief (in the form of a temporary restraining order, temporary injunction, and permanent injunction) and specific performance, without the necessity of proof of actual damage or posting a bond, against the actual or threatened breach, violation, or evasion of such covenants and obligations by the breaching Party in any proceeding that either of the other Parties may bring to enforce any provision of this Agreement, in addition to any other available legal remedies.

8.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES SHALL, AND HEREBY DO, IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CONTROVERSY, CLAIM, OR CAUSE OF ACTION BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE IX

MISCELLANEOUS

9.1 This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the parties hereto respecting such matters. This Agreement may be amended by written amendment executed by all Parties thereto, but not otherwise.

9.2 Article and Section headings in this Agreement shall not be used in construing this Agreement.

9.3 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

9.4 If any provisions of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder this Agreement shall not be affected thereby, and every other term and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.5 In the event that any Party is rendered unable, wholly or in part, to perform any of its obligations under this Agreement (by reason of act of God, failure or national moratorium of operation of the banks, transfer agents, brokers, stock exchanges or modes of transportation; or work stoppages or restraint by court order or other public authority; or action or inaction concerning governmental or regulatory authorizations; or transportation delay, or death or personal injury to a representative of a Party whose signature is necessary), upon the provision of written notice that fully relates the particulars of the claimed force majeure, including, but not limited to, the dates on which it commenced and ceased or is expected to cease by the Party

claiming force majeure to the other Party as soon as is reasonably practicable after the occurrence of the cause relied upon, the obligations of the Party claiming force majeure, to the extent they are affected by the force majeure, shall be suspended during the continuance of any inability of performance so caused. This Agreement shall not be terminated by reason of any such cause but shall remain in full force and effect. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure shall exercise the utmost diligence to remove such inability. The suspension of obligations of a Party to this Agreement pursuant to this Section 9.5 shall be added to the time specified in other provisions of this Agreement for the purpose of calculating the date on which certain conditions of this Agreement are to be satisfied.

9.6 Each Party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Agreement and reasonably cooperate with each other Party in doing so.

9.7 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 9.9 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service, email, or by telecopy. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received three (3) days after deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

To City: City of Wylie, Texas
300 Country Club Rd
Wylie, TX 75098
Attention: Mindy Manson
Email: mindy.manson@wylietetexas.go

To SUD: Wylie Northeast Special Utility District
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
Email: chester@wylie-northeastwater.com

Any Party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten (10) days' advance written notice of such change of address.

9.8 This Agreement may be assigned by a Party only with the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. The other Parties may require any proposed assignee to execute a document evidencing the responsibility of assumption by the assignee of the obligations assigned under this Agreement.

9.9 This Agreement shall inure only to the benefit of the Parties hereto, their heirs, successors and assigns and third persons not privy hereto shall not, in any form or manner, be considered third-party beneficiaries of this Agreement.

9.10 The Parties agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, that each party is not an agent of the other entity, and that each Party is responsible for its own acts and omissions in conjunction with performance of this Agreement, and without waiving any rights or defenses under the laws of the State of Texas.

9.11 This Agreement shall be governed by the laws of the State of Texas.

9.12 In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the state and federal courts located in Collin County, Texas, and each of the Parties hereto consents to the exclusive jurisdiction of such courts.

9.13 The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A – Illustration of City WW Transmission Main POE connection with the
NTMWD Muddy Creek System

Exhibit B – Illustration of anticipated WW main (portion of long term and balance of
interim) transferring wastewater from Inspiration (WCID #3) to POE with
City System

Executed to be effective as of the Effective Date:

THIS AGREEMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE in a Regular meeting on the ____ day of _____, 2015 with authorization for the City Manager and City Secretary to execute the agreement on behalf of the City of Wylie.

CITY OF WYLIE, TEXAS

, City Secretary

Mindy Manson, City Manager

THIS AGREEMENT REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT in a Regular meeting on the ____ day of _____, 2015 with authorization for the President and Board Secretary to execute the agreement on behalf of the Wylie Northeast Special Utility District.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

Brenda Kellow, Secretary

Jimmy C. Beach, President

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **MINDY MANSON**, in her capacity as City Manager of the **CITY OF WYLIE, TEXAS**, a Texas Home Rule Municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has executed the same on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

Notary Public, Collin County, Texas

My commission expires _____

STATE OF TEXAS §

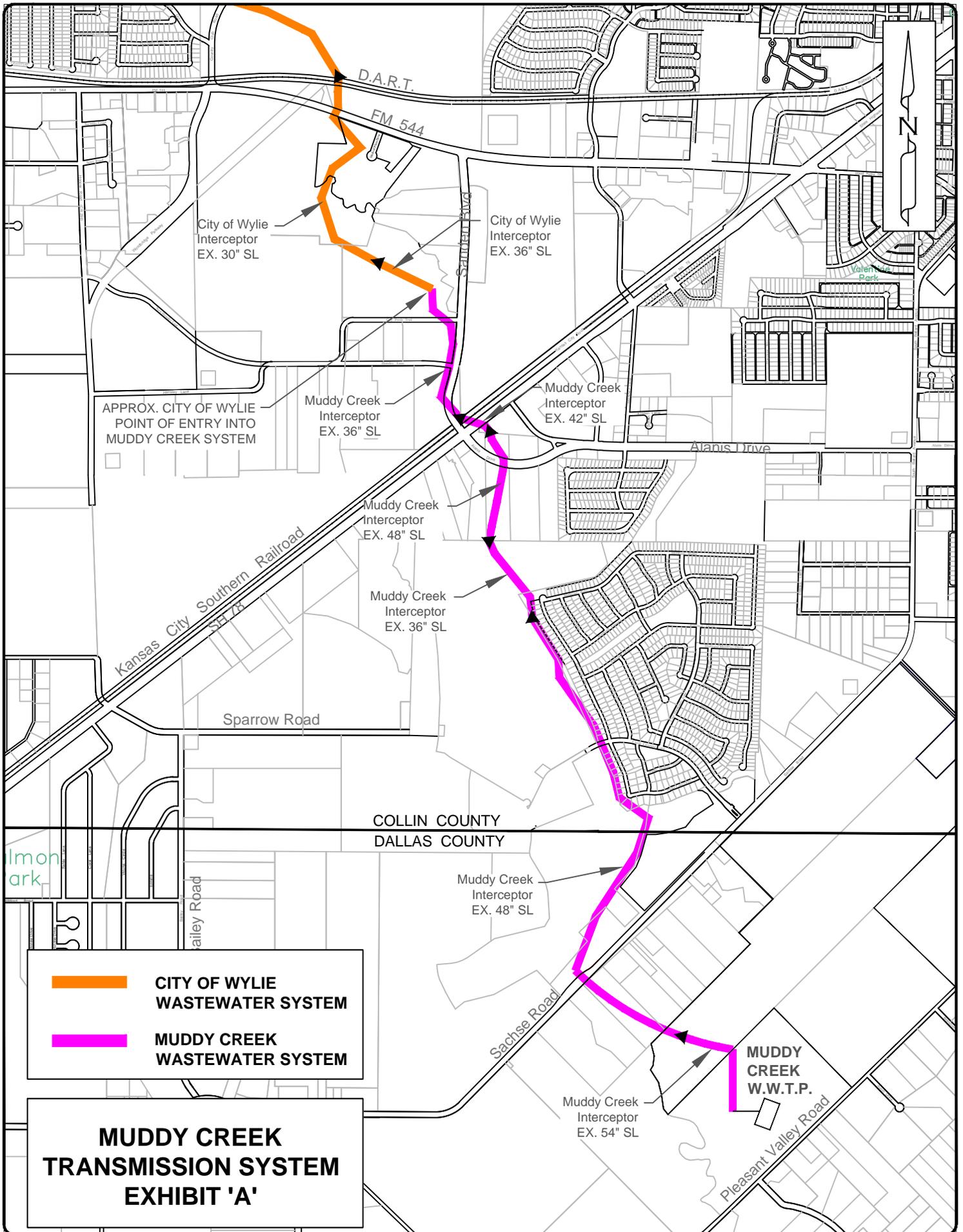
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **JIMMY C. BEACH**, in his capacity as **PRESIDENT** of the **WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**, a Texas Special Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

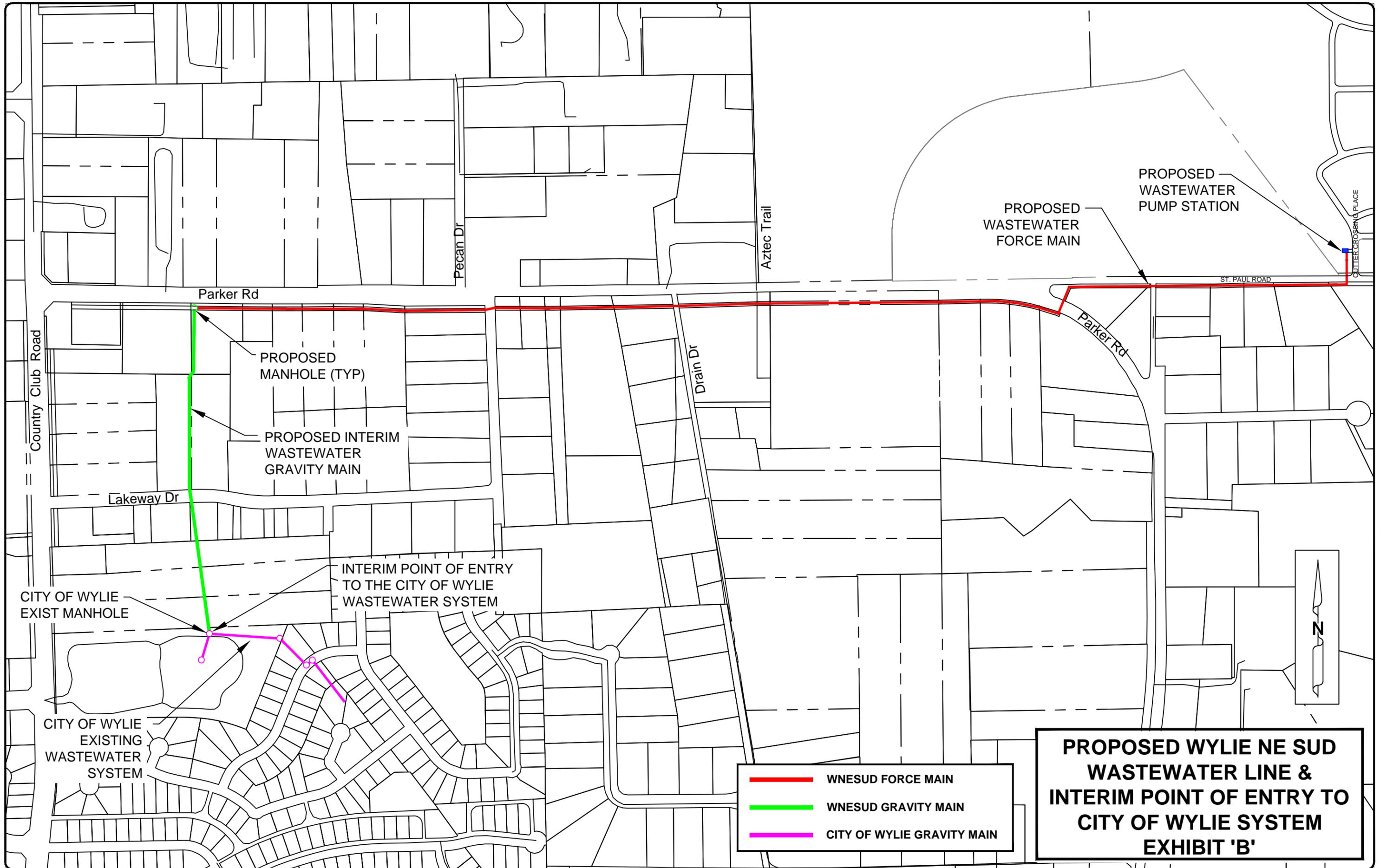
Notary Public, Collin County, Texas

My commission expires _____



 CITY OF WYLIE WASTEWATER SYSTEM
 MUDDY CREEK WASTEWATER SYSTEM

MUDDY CREEK TRANSMISSION SYSTEM EXHIBIT 'A'



	WNESUD FORCE MAIN
	WNESUD GRAVITY MAIN
	CITY OF WYLIE GRAVITY MAIN

**PROPOSED WYLIE NE SUD
WASTEWATER LINE &
INTERIM POINT OF ENTRY TO
CITY OF WYLIE SYSTEM
EXHIBIT 'B'**

Inspiration projected Flow to Interim Muddy Creek connection via City of Wylie
Projected Flow / day updated 10-1-15

<u>Time Period</u>	<u>occupied units</u>	<u>people / unit</u>	<u>total occupancy</u>	<u>WW flow / capita</u>	<u>tot gal flow per day at end of period</u>
at Oct 1, 2015	7	2.75	19.25	115	2213.75
balance of 2015 3 months 10-1 thru 12-31	30	2.75	82.5	115	9487.5
Jan thru Dec, 2016 12 months	160	2.75	440	115	50600
Jan thru Dec 2017 12 months	180	2.75	495	115	56925
Jan thru June, 2018 6 months	95	2.75	261.25	115	30043.75
total projected Flow at end of 30 month period ending December 31, 2017					
at end of 33 month interim period MGD at end of period	472	2.75	1298	115	149,270

Note:

1. Occupied units per period could be off by as much as 20% in any period, but the reception the proje experienced in early review indicates even with slow initial activity, the projection for the 30 to 33 n are likely to be realized. Therefore, at the June, 2018, the average day flow from Inspiration / Wylie projected to be in the range of 0.147 MGD; with a 10% error factor, the total MGD would be in the 0.
2. peak day flow is projeted at 2 x the average day flow due to the quality of new construction and a v system
3. Peak hour flow is projected at 2.75 times the average hour flow.

Inter-Local Agreement

<u>Cummulative flow / day at end of period</u>	<u>Peak day Flow at 2.00X</u>	<u>peak hr flow at 2.75 X ave hour</u>
2213.75	4427.5	253.66
11,701	23402.5	1340.77
62,301	124602.5	7138.68
119,226	238452.5	13661.34
149,270	298540.0	17103.85
149,270	298540.0	17103.85
0.149		

ect has
months
NE SUD is
162 MGD range.
ery tight