

# Wylie City Council Regular Meeting (Amended)

August 08, 2023 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## COMMENTS ON NON-AGENDA ITEMS

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

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of the July 25, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, the recommendation to reject all bids for W2023-82-B Woodbridge Parkway. and Hensley Lane Traffic Signal Project.
- C. Consider, and act upon, Resolution No. 2023-11(R) to ratify Wylie PSPO Agreement #W2022-108-E with Kimley-Horn and Associates for On-Call Traffic ITS and Operations Services in the estimated annual amount of \$100,000.00; and authorizing the City Manager to execute any necessary documents.
- D. Consider, and act upon, Resolution No. 2023-12(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement between Collin County and the City of Wylie, Texas concerning the construction of McMillen Drive from McCreary Road to Country Club Road.
- E. Consider, and act upon, Ordinance No. 2023-32 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- F. Consider, and act upon, Modification No. 2 to Wylie Contract #W2021-76-A for Employee Medical, Dental and Rx Benefits with Cigna Health and Life Insurance Company in an estimated annual amount of \$449,093.00; and authorizing the City Manager to execute any necessary documents.
- G. Consider, and act upon, Resolution No. 2023-13(R) suspending the September 1, 2023 effective date of CoServ Gas, Ltd.'s requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ service area, to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of the steering committee of cities served by CoServ Gas' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.

## REGULAR AGENDA

- [1.](#) Consider, and act upon, approval of an amendment to sewer CCN No. 20068 to include the 42.702-acre tract known as Breezy Beach RV Resort and authorize completion and filing of the Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN) with the Public Utility Commission of Texas.
- [2.](#) Consider, and act upon, Ordinance No. 2023-33 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 98 (Solid Waste), Article I (In General), Section 98-2 (Definitions), and Article II (Junkyard; Salvage Yards), Section 98-21 (Residential Collection – Regulations), Section 98-23 (Residential Collection – Regulations), and Section 98-24 (Residential Collection – Fees for unusual collection); providing for a penalty for the violation of this Ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this Ordinance; and providing for the publication of the caption of this Ordinance.
- [3.](#) Consider, and act upon, Resolution No. 2023-14(R) authorizing the City Manager to execute a Second Amendment to Amended & Restated Solid Waste and Recycling Contract (#W2023-88-A) between the City of Wylie, Texas and Community Waste Disposal, L.P.
- [4.](#) Consider, and act upon, Ordinance No. 2023-34 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section II (Garbage, Trash and Brush Fees).
- [5.](#) Consider, and act upon, Resolution No. 2023-15(R) of the City Council of the City of Wylie, Texas, accepting the proposed property tax rate for the fiscal year 2023-24, accepting the calculation of the no new revenue tax rate and the voter approval tax rate, establishing August 22, 2023 at 6:00 p.m. at the City of Wylie Municipal Complex for a public hearing and vote on the proposed property tax rate, and providing for the publication as provided by the Texas Property tax Code, Chapter 26.
- [6.](#) Establish a date, time and place to hold a Public Hearing on the fiscal year 2023-2024 Proposed Budget so that all interested persons may be heard, either for or against any item in the proposed budget before final approval. The date, time and place for the hearing and the final vote will be published in the City's official newspaper, as provided by the Texas Local Government Code, Section 102.006.

## WORK SESSION

[WS1.](#) Discuss F.K. Homes CCN Sanitary Sewer Study.

## RECONVENE INTO REGULAR SESSION

## EXECUTIVE SESSION

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

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

ES1. Discuss FM 544 Property Acquisitions.

## RECONVENE INTO OPEN SESSION

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

## READING OF ORDINANCES

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

## ADJOURNMENT

## CERTIFICATION

I certify that this Amended Notice of Meeting was posted on August 4, 2023 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



# Wylie City Council

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## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of the July 25, 2023 Regular City Council Meeting minutes.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The minutes are attached for your consideration.

# Wylie City Council Regular Meeting Minutes

July 25, 2023 – 6:00 PM

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



## CALL TO ORDER

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

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Police Chief Anthony Henderson; Finance Director Melissa Brown; Public Information Officer Craig Kelly; City Secretary Stephanie Storm; Parks and Recreation Director Carmen Powlen; City Engineer Tim Porter; Animal Control Manager Shelia Patton; Public Works Director Tommy Weir; Wylie Economic Development Corporation Executive Director Jason Greiner; Purchasing Manager Glenna Hayes; Community Services Director Jasen Haskins; Library Director Ofilia Barrera; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

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

## COMMENTS ON NON-AGENDA ITEMS

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

Samuel Uzoagba was present wishing to address the Council with concerns regarding a neighboring residential property potentially being used for commercial purposes.

## 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 July 11, 2023 Regular City Council Meeting minutes.
- B. Consider, and act upon, Resolution No. 2023-10(R) of the City of Wylie, Texas finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to amend its Distribution Cost Recovery Factor and update Generation Riders to increase distribution rates within the City should be denied; authorizing participation with the Steering Committee of Cities served by Oncor; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.
- C. Consider, and act upon, Ordinance No. 2023-30 for a change in zoning from Agricultural (AG/30) and Planned Development (PD-2019-01) to Commercial Corridor (CC) on 3.444 acres to allow for

**commercial uses. Property located west of the intersection of Old Alanis Drive and Alanis Drive (ZC 2023-11).**

- D. Consider, and act upon, Ordinance No. 2023-31 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.162 acres to allow for indoor athletic facility use. Property located north of 3463 W. FM 544 (ZC 2023-09).**
- E. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for June 30, 2023.**
- F. Consider, and place on file, the City of Wylie Monthly Investment Report for June 30, 2023.**
- G. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of June 30, 2023.**
- H. Consider, and act upon, the approval of the purchase of Citizen Service Software for the Community Services Department in the amount of \$114,840.00 through a cooperative purchasing contract with the Texas Department of Information Resources (DIR), and authorizing the City Manager to execute any necessary documents.**
- I. Consider, and act upon, award of bid #W2023-58-B for Automatic Flushers and Siphon Dechlorination Devices to Core & Main LP and Ferguson Enterprise in the estimated amount of \$109,489.64, and authorizing the City Manager to execute any and all necessary documents.**

#### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve the Consent Agenda as presented. A vote was taken and the motion passed 5-0 with Councilman Strang and Councilman Mulliqui absent.

#### **WORK SESSION**

Mayor Porter convened the Council into Work Session at 6:05 p.m.

#### **WS1. Discuss Fiscal Year 2024 Budget.**

City Manager Parker addressed the Council giving a presentation on FY 2024 budget which included the General Fund, in which there have been no changes since the last presentation. Parker added the General Fund includes an estimated beginning Fund Balance of \$23,324,789, proposed revenues of \$55,181,611, recurring expenses for the new EMS Program of \$2,476,032, recommended recurring requests of \$868,533, the recommended use of Fund Balance of \$1,668,710 in which \$837,000 is one-time expenses for the EMS Program, and carryforward expenditures of \$1,902,478.

Parker added there have been no changes to the Utility Fund or 4B Sales Tax Fund since the last presentation, and pointed out the hiring of an Event Coordinator in the Hotel Occupancy Tax Fund to assist with events. Parker reviewed the next steps for the budget process.

Council comments and questions included Stonehaven Renovation clarification, with the Event Coordinator position will the City take over some of the events currently held by others in the community, requested clarification on the \$831,710 for other one-time recommended requests out of the General Fund, and confirmed the carryforward expenditures are different than the one-time recommended requests.

Mayor Porter thanked the staff for all of the work they put into the budget process.

## RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 6:22 p.m.

## EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 6:23 p.m.

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

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

**ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Ballard, and State Hwy 78/Brown.**

### **Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.**

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

- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
- (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2021-4c, 2021-9b, 2022-1c, 2022-7b, 2022-10c, 2023-1a, 2023-2d, 2023-3b, 2023-5b, 2023-6b, 2023-6c, 2023-6d, 2023-7a, and 2023-7c.**

## RECONVENE INTO OPEN SESSION

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

Mayor Porter convened the Council into Open Session at 7:16 p.m.

## READING OF ORDINANCES

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

City Secretary Storm read the captions of Ordinance Nos. 2023-30 and 2023-31 into the official record.

## ADJOURNMENT

A motion was made by Councilman Duke, seconded by Councilman Williams, to adjourn the meeting at 7:18 p.m. A vote was taken and the motion passed 5-0 with Councilman Strang and Councilman Mulliqi absent.

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

**ATTEST:**

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



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing  
**Prepared By:** Glenna Hayes

**Account Code:** 100-5411-58210

### Subject

Consider, and act upon, the recommendation to reject all bids for W2023-82-B Woodbridge Pkwy and Hensley Lane Traffic Signal Project.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The City issued a competitive sealed bid and advertised in the local newspaper for the Woodbridge Pkwy. and Hensley Lane Traffic Signal project. The City received a single bid that came in at over 20% of the Engineer's Estimate of Probable Construction Cost (EOPCC) and 46% over the projected budget. As a result, the City does not have the funds at this time to bridge the difference in cost, and will look into alternative ways to bid this project in the future, including combining the signal with one or two more to get a better cost by economy of scale, or producing a change order with a larger project.

The City received only one (1) bid for the project. Purchasing and the department completed their due diligence in reviewing the bid and have determined that the bid was over budget and does not meet the standard of being "fair and reasonable" in its pricing, and does not provide the best overall value for the City. Staff recommends that the City of Wylie City Council reject all bids in accordance with Local Government Code 252.043.f.



## BID TABULATION W2023-82-B

### WOODBIDGE PKWY & HENSLEY LANE TRAFFIC SIGNAL PROJECT May 3, 2023 @ 3:00 pm CDT

Respondents:

DURABLE SPECIALTIES INC.

\$556,673.00

I certify that the above includes all firms who submitted a bid and that pricing is as submitted.

*Glenna Hayes*

*July 24, 2023*

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

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

**Department:** Purchasing  
**Prepared By:** Glenna Hayes

**Account Code:** 611-5713-56570

### Subject

Consider, and act upon, Resolution No. 2023-11(R) to ratify Wylie PSPO Agreement #W2022-108-E with Kimley-Horn and Associates for On-Call Traffic ITS and Operations Services in the estimated annual amount of \$100,000.00; and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

Staff signed a Professional Services Project Order (PSPO) #W2022-108-E with Kimley-Horn and Associates on August 1, 2022 in an estimated annual amount of \$46,000.00. This PSPO is to provide various traffic engineering, planning and street lighting services on an as needed basis. These services may include traffic signal timing and modeling, signal communications and field support, speed, signal and intersection studies, pedestrian and vehicle counts, grant assistance, and other traffic related support to address citizen concerns and facilitate support for larger traffic projects. Staff has determined an on-going need for these services.

Staff is recommending approval of this resolution to ratify the original agreement and the first modification to increase the annual estimated value and extend the term of the agreement to an annual with renewals, to be utilized on an as needed basis as providing the overall best value to the City.

Wylie Agreement #W2022-108-E

**RESOLUTION NO. 2023-11(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, TO RATIFY WYLIE PSPO AGREEMENT #W2022-108-E BETWEEN KIMLEY-HORN AND ASSOCIATES, AND THE CITY OF WYLIE FOR ON-CALL TRAFFIC ENGINEERING ITS AND OPERATIONS SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST MODIFICATION TO THE AGREEMENT.**

**WHEREAS**, the City of Wylie awarded a Master Agreement for Professional and Engineering Services (MAPES) to Kimley-Horn and Associates on March 1, 2021; and

**WHEREAS**, a Professional Services Project Order (PSPO) #W2022-108-E in an original amount of \$46,000.00 was issued to Kimley-Horn and Associates on August 1, 2022 to provide on-call traffic engineering ITS and operations services, and documents were signed by both parties; and

**WHEREAS**, the City of Wylie has determined a need to increase the term of the agreement to an annual basis with renewals; and

**WHEREAS**, the City of Wylie has determined a need to increase the estimated annual expense of the agreement to \$100,000.00, to be utilized on an as-needed basis;

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

**SECTION 1:** The Mayor of the City of Wylie, Texas, is hereby authorized to ratify the award of the original agreement and the first modification.

**SECTION 2:** The City Manager of the City of Wylie, Texas is hereby authorized to execute on behalf of the City Council of the City of Wylie, Texas, the first modification to agreement #W2022-108-E.

**SECTION 3:** This Resolution to ratify shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas on this the 8th day of August, 2023.

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

**ATTEST TO:**

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



# Wylie City Council

## AGENDA REPORT

Department: Engineering  
 Prepared By: Tim Porter

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

### Subject

Consider, and act upon, approval of Resolution No. 2023-12(R) authorizing the City Manager of the City of Wylie to execute the Interlocal Agreement between Collin County, Texas and the City of Wylie, Texas concerning the construction of McMillen Drive from McCreary Road to Country Club Road.

### Recommendation

Motion to approve the Item as presented.

### Discussion

McMillen Drive from McCreary Road to Country Club Road is currently a two-lane asphalt roadway. The connector provides an important piece in an east/west connector between Murphy, Texas, and Hwy. 78 in Wylie.

The McMillen Drive Improvements project began with approval of \$4,149,375 of matching funds from the 2007 Collin County Bond Election for distributions extending to 2012. A revised Interlocal Agreement with Collin County approved in 2015 also added discretionary funding to help support this project. The City of Wylie began engineering design services for the project in 2009 and has since reached plan completion. Additionally, the City has acquired right-of-way from all required properties, and franchise utility relocation is anticipated to begin soon. Currently, staff anticipates construction of the roadway to begin in the Fall of 2023.

In September 2022, staff submitted three (3) roadway projects for the Collin County 2022 Call for Projects. Through Court Order #2023-406-05-15 on May 15, 2023, the County approved its final ranking of projects and the City of Wylie was informed that McMillen Drive was chosen as a recipient project for the funding of \$2,999,999. The subject Interlocal Agreement (ILA) formalizes this additional funding for the McMillen Drive Improvements project, and as well allocates previously approved County Bond Program funding for a total of \$5,399,374. Including approval of this ILA, all McMillen County funds (\$8,826,149) will now be obligated through Agreement.

**RESOLUTION NO. 2023-12(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF WYLIE, TEXAS CONCERNING MCMILLEN DRIVE FROM MCCREARY ROAD TO COUNTRY CLUB ROAD.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, the Interlocal Agreement between Collin County, Texas and the City of Wylie, Texas concerning McMillen Drive from McCreary Road to Country Club Road. See Exhibit "A" - Interlocal Agreement.

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

**DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 8th day of August, 2023.**

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Matthew Porter, Mayor

**ATTEST TO:**

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Stephanie Storm, City Secretary

**EXHIBIT “A”**  
**Interlocal Agreement**

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF WYLIE  
CONCERNING MCMILLEN DRIVE FROM MCCREARY ROAD TO COUNTRY CLUB ROAD  
NEW 2018 BOND PROJECT # R118028**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Wylie, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning the McMillen Drive from McCreary Road to County Club Road Project (“Project”) in Wylie, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

**WHEREAS**, the 2007 Bond program allocated a total of \$4,149,375 to the City of Wylie’s project #07-091, McMillen Drive from McCreary Road to FM 1378; and

**WHEREAS**, on October 14, 2008 a (2008 FUNDING) Interlocal Agreement in the amount of \$500,000 was approved for engineering services (CO# 2008-861-10-14), and on December 6, 2012, a (2009 FUNDING) Interlocal Agreement in the amount of \$500,000 was approved for engineering services (CO# 2010-976-12-06); and

**WHEREAS**, the Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20 for an additional funding amount of \$1,676,775; and

**WHEREAS**, on December 21, 2015, the Collin County Commissioners Court approved an Interlocal Agreement for land acquisition, engineering, construction, inspection, testing, and construction administration costs using 2007 Bond funds and the 2007 Discretionary Funding in the amount of \$2,426,775 (2015 DISCRETIONARY; CO# 2015-991-12-21) ; and

**WHEREAS**, the Collin County Commissioners Court approved the 2022 Call for Projects list to include this project on May 15, 2023, Court Order #2023-406-05-15 for an additional funding amount of \$2,999,999, bringing the total approved bond funding for this project to \$8,826,149 between the 2007 and 2018 bond programs of which \$5,399,374 (\$2,399,375 from ’07 and \$2,999,999 from ’18) is left to be encumbered on this ILA; and

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange to construct improvements to McMillen Drive from McCreary Road to Country Club Road, hereinafter called (the “Project”). The Project shall consist of constructing a 4-lane divided concrete roadway (ultimate 6-lane divided roadway), a distance of approximately 6,000 feet. The improvements will also include construction of underground utilities and storm sewer, as well as a 6-lane bridge. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

**ARTICLE II.**

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public work project. The City shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was

submitted for the initial project ranking or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

### ARTICLE III.

The City shall also acquire real property in the vicinity of the improvements for use as right-of-way or easements in connection with the Project.

### ARTICLE IV.

The City estimates the total actual cost of the Project to be thirty million dollars (\$30,000,000) ("Estimated Project Cost"). The County agrees to participate in the Project by allocating an additional five million, three hundred ninety-nine thousand, three hundred seventy-four dollars (\$5,399,374) (the "County Participation Amount") to the performance of the Project. The County shall remit one-hundred percent (100%) of the County Participation Amount to the City within thirty (30) days after the City receives bids for the construction of the Project and the City submits a written request for payment to the County.

As used herein, the terms "Estimated Project Cost" and "Actual Project Cost" may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

### ARTICLE V.

The County's participation in the Project shall not exceed eight million, eight hundred twenty-six thousand, one hundred forty-nine dollars (\$8,826,149).

### ARTICLE VI.

The City shall install a **project sign** identifying the Project as being partially funded by the Collin County 2018 Bond Program. The City shall also provide **quarterly progress reports throughout the Project as well as before, during and after photos** during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

### ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

### ARTICLE VIII.

**INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

### ARTICLE IX.

**VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

#### **ARTICLE X.**

**SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### **ARTICLE XI.**

**ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

#### **ARTICLE XII.**

**SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

#### **ARTICLE XIII.**

**IMMUNITY.** It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### **ARTICLE XIV.**

**EXPENSES FOR ENFORCEMENT.** In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

#### **ARTICLE XV.**

**FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

#### **ARTICLE XVI.**

**TERM.** This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

*[Signature page follows.]*

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
 Name: Chris Hill  
 Title: County Judge  
 Date: \_\_\_\_\_  
 Executed on this \_\_\_\_ day of \_\_\_\_\_,  
 20\_\_, by the County of Collin,  
 pursuant to Commissioners' Court  
 Order No. \_\_\_\_\_.

**ATTEST:**

By: \_\_\_\_\_  
 Name: Stephanie Storm  
 Title: City Secretary  
 Date: \_\_\_\_\_

**CITY OF WYLIE, TEXAS**

By: \_\_\_\_\_  
 Name: Brent Parker  
 Title: City Manager  
 Date: \_\_\_\_\_  
 Executed on behalf of the City of  
 Wylie, Texas pursuant to City Council  
 Resolution No.2023-12(R)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: City Attorney  
 Date: \_\_\_\_\_



# Wylie City Council

## AGENDA REPORT

**Department:** Finance

**Prepared By:** Melissa Brown

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

### Subject

Consider, and act upon, Ordinance No. 2023-32 amending Ordinance No. 2022-56, which established the budget for fiscal year 2022-2023; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Item as presented.

### Discussion

On July 1, 2021, the City received the first of two payments from the federal government in the amount of \$3,049,824.50 related to the American Rescue Plan Act. On June 30, 2022, the City received the second payment in the same amount bringing the total funds received to \$6,099,649. Due to accounting standards, this money was recorded in the Unearned Revenue account, a liability account, until it could be recognized as revenue.

The purpose of this budget amendment is to account for the recognition of the ARPA funding and transfer fund balance to supplement the East FM 544 construction project. The ARPA funds were expensed this year for Public Safety salaries which created a fund balance in the amount of \$6,099,649 that can be transferred to the E. FM 544 Capital Fund.

## ORDINANCE NO. 2023-32

### AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2022-56, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2022-2023; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2022-56 setting forth the Budget for Fiscal Year 2022-2023 beginning October 1, 2022, and ending September 30, 2023; and,

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; see Exhibit A; and,

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2022-2023 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2022-2023 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2023-32, are completely adopted and approved as amendments to the said FY 2022-2023 Budget.

**SECTION II:** All portions of the existing FY 2022-2023 Budget and Ordinance No. 2022-56, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION III:** Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

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

**SECTION V:** That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

**SECTION VI:** The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue,

nor as affecting any rights of the municipality under any section or provision of any ordinances at the time of passage of this ordinance.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 8th day of August, 2023.

---

Matthew Porter, Mayor

ATTEST:

---

Stephanie Storm, City Secretary

**Budget Amendment****Exhibit A****Recognized ARPA funds as Revenue and Transfer Fund Balance for East FM 544**

| <b>Fund</b> | <b>Department</b> | <b>Account Number</b> | <b>Account Description</b>       | <b>Debit</b>        | <b>Credit</b>        |
|-------------|-------------------|-----------------------|----------------------------------|---------------------|----------------------|
| 100         | 4000              | 43150                 | Federal Proceeds                 |                     | 6,099,649.00         |
| 100         | 5181              | 59430                 | Transfer to Capital Project Fund | 6,099,649.00        |                      |
| 447         | 4000              | 49111                 | Transfer from General Fund       |                     | 6,099,649.00         |
|             |                   |                       |                                  | <b>6,099,649.00</b> | <b>12,199,298.00</b> |



# Wylie City Council

## AGENDA REPORT

Department: Purchasing  
 Prepared By: Christopher Rodriguez

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

### Subject

Consider, and act upon, Modification No. 2 to Wylie Contract #W2021-76-A for Employee Medical, Dental and Rx Benefits with Cigna Health and Life Insurance Company in an estimated annual amount of \$449,093.00; and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The City received its renewal from CIGNA for the 2023-2024 plan year. For the medical plan, the overall rates increased an average of 12%.

For the dental plan, the rates did not increase. All dental benefits and plan design remain the same.

Staff recommends approval of Modification No. 2 to Wylie agreement #W2021-76-A with Cigna Health and Life Insurance Company which will increase the overall annual expenses by an average 12% (approximately \$449,093) as providing the best overall value to the City. This modification is for year three of the initial 3-year term (additional renewal periods remaining), for employee medical, dental and Rx benefits.

WYLIE AGREEMENT #W2021-76-A  
CIGNA HEALTH AND LIFE INSURANCE COMPANY  
MODIFICATION NO. 2

**Medical Enrollment and Costs by Tier**

**FY 2023**

| <b>CIGNA</b>     | <b>Tier</b>     | <b>Enrollment</b> | <b>Employee Cost<br/>Monthly Rate</b> |
|------------------|-----------------|-------------------|---------------------------------------|
| Open Access Plus | EE Only         | 325               | \$0.00                                |
| Open Access Plus | Plus Spouse     | 17                | \$584.83                              |
| Open Access Plus | Plus Child(ren) | 57                | \$265.50                              |
| Open Access Plus | Plus Family     | 70                | \$638.73                              |

**Medical Enrollment and Costs by Tier**

**FY 2024**

| <b>CIGNA</b>     | <b>Tier</b>     | <b>Enrollment</b> | <b>Employee Cost<br/>Monthly Rate</b> |
|------------------|-----------------|-------------------|---------------------------------------|
| Open Access Plus | EE Only         | 339               | \$0.00                                |
| Open Access Plus | Plus Spouse     | 13                | \$655.02                              |
| Open Access Plus | Plus Child(ren) | 72                | \$297.36                              |
| Open Access Plus | Plus Family     | 66                | \$715.39                              |



# Wylie City Council

## AGENDA REPORT

**Department:** City Manager

**Prepared By:** Mary Bradley

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

### Subject

Consider, and act upon, Resolution No. 2023-13(R) suspending the September 1, 2023 effective date of CoServ Gas, Ltd.'s requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ service area, to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of the steering committee of cities served by CoServ Gas' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.

### Recommendation

Motion to approve the Item as presented.

### Discussion

On July 28, 2023, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023.

CoServ is seeking to increase its annual revenues in incorporated areas by \$10,314,726, which is an increase of 7.5% including gas costs, or 27.3% excluding gas costs. CoServ is also requesting: (1) new depreciation rates for distribution and general plant; (2) a prudence determination for capital investment; (3) specification of the factors to be used in any Interim Rate Adjustment Filing the Company makes pursuant to Texas Utilities Code § 104.302; and (4) a surcharge on customer bills to recover the reasonable rate case expenses associated with the filing of this statement of intent.

#### Purpose of the Resolution:

The resolution suspends the September 1, 2023 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by CoServ, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

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

#### Explanation of "Be It Resolved" Sections:

Section 1. This section incorporates the "whereas" provisions in the preamble into the Resolution.

Section 2. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CoServ’s request to increase rates by September 1, 2023.

Section 3. This provision authorizes the City to participate in a coalition of cities served by CoServ in order to more efficiently represent the interests of the City and their citizens.

It also authorizes the hiring of Thomas L. Brocato with the law firm of Lloyd Gosselink Rochelle and Townsend to represent the City in this matter.

Section 4. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to Cities which will then seek reimbursement from CoServ. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 5. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 6. This section provides that both CoServ’s counsel and counsel for the cities will be notified of the City’s action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 7. This section identifies the effective date of the Resolution as the time it is adopted.

**RESOLUTION NO. 2023-13(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, SUSPENDING THE SEPTEMBER 1, 2023 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV SERVICE AREA, TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE STEERING COMMITTEE OF CITIES SERVED BY COSERV GAS' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

WHEREAS, on or about July 28, 2023, CoServ Gas Ltd ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of Wylie ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its service area, effective September 1, 2023; and

WHEREAS, the City is a gas utility customer and a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, § 104.001 et seq. of GURA has exclusive original jurisdiction over CoServ's rates, operations, and services within the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the City to cooperate with other cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, it is not possible for the City to complete its review of CoServ's filing by the September 1, 2023 effective date proposed in CoServ's Statement of Intent; and

WHEREAS, the City will need an adequate amount of time to review and evaluate CoServ's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to CoServ's requested rate increase; and

WHEREAS, GURA § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1: That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.,

SECTION 2: That the September 1, 2023 effective date of the rate request submitted by CoServ on July 28, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3: That the City is authorized to cooperate with other cities in the CoServ service area, CoServ Gas Cities, and subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. and consultants, to review CoServ's filing, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 4: That the City's reasonable rate case expenses shall be reimbursed by CoServ.

SECTION 5: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6: That a copy of this Resolution shall be sent to CoServ, care of Charles D. Harrell, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, and to Thomas Brocato, counsel for CoServ Gas Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725 ([tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)).

SECTION 7: That this Resolution shall be and become effective from and after its adoption.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas this 8th day of August, 2023.

---

Matthew Porter, Mayor

**ATTEST TO:**

---

Stephanie Storm, City Secretary



# Wylie City Council

## AGENDA REPORT

Department: Engineering  
 Prepared By: Tim Porter

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

### Subject

Consider, and act upon, approval of an amendment to sewer CCN No. 20068 to include the 42.702-acre tract known as Breezy Beach RV Resort and authorize completion and filing of the Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN) with the Public Utility Commission of Texas.

### Recommendation

Motion to approve the Item as presented.

### Discussion

On June 27, 2023, a sewer expansion was discussed with City Council for the Breezy Beach RV Park, located south of the intersection of Troy Road and County Line Road. At the Work Session, the developer outlined a force main system that originated in the proposed development at a lift station maintained by the owner and discharged into an existing sanitary sewer manhole in the Braddock Place development. Tying into this system would require upsizing the last three (3) segments of sewer main pipe in the Braddock Place subdivision just before the connection to the North Texas Municipal Water District (NTMWD) sewer main in Cottonwood Creek. The developer has agreed to pay for and construct all of the recommended improvements.

Exhibit A provides a metes and bounds legal description of the project boundary and Exhibit B is a work map showing the planned sewer route. The next step in this process is submitting an Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN) to the Public Utility Commission of Texas.

Based on previous studies and input from the City Council, staff recommends approval of this item as presented.

### BREEZY BEACH RV RESORT – LEGAL DESCRIPTION

BEING a tract of land located in Rockwall County, Texas, part of the Madison L. Price Survey, Abstract No. 257, being all of that called 28.49 acre tract (Tract 1) and all of that called 14.235 acre tract (Tract 2) as described in deed to CCL Investments, Inc. recorded as Instrument No. 20170000007363, Official Public Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a City of Dallas Water Department concrete monument found at the east corner of said 14.235 acre tract, being the south corner of a called 38.125 acre tract of land described in deed to A.A. Iliya and Dolores I. Iliya recorded as Instrument No. 20190000009032, Official Public Records, Rockwall County, Texas, being on the City of Dallas "Take Line" of Lake Ray Hubbard;

Thence, along the southeast line of said 14.235 acre tract and said City of Dallas "Take Line" as follows:

South 12 degrees 01 minutes 32 seconds West, a distance of 529.07 feet to a City of Dallas Water Department concrete monument found for corner;

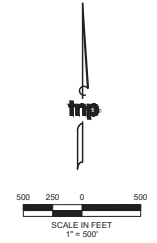
South 26 degrees 37 minutes 41 seconds West, passing at a distance of 68.24 feet a steel fence corner post marking the south corner of said 14.235 acre tract and the east corner of said 28.49 acre tract, continuing for a total distance of 413.57 feet to a City of Dallas Water Department concrete monument found;

THENCE, continuing along said City of Dallas "Take Line" and along the southeast line of said 28.49 acre tract, South 52 degrees 11 minutes 10 seconds West, a distance of 556.01 feet to a one-half inch iron rod with cap stamped "JBI" set near a fence corner for the south corner of said 28.49 acre tract, being the east corner of a called 23.134 acre tract of land described in deed to George Conrad Carlsness as recorded in Volume 1008, Page 311, Deed Records, Rockwall County, Texas;

THENCE, departing said "Take Line", along the southwest line of said 28.49 acre tract, the northeast line of said 23.134 acre tract and generally along a fence line, North 46 degrees 22 minutes 13 seconds West, a distance of 1,375.40 feet to a "Mag-Nail" set for the west corner of said 28.49 acre tract, the north corner of said 23.134 acre tract and being in the approximate centerline of Troy Road (unrecorded right-of-way);

THENCE, along the northwesterly lines of said 28.49 acre and said 14.235 acre tracts, North 44 degrees 08 minutes 00 seconds East, a distance of 1,390.00 feet to a "Mag-Nail" set for the north corner of said 14.235 acre tract, the west corner of aforementioned 38.125 acre tract and the south corner of a called 6.003 acre tract of land described in deed to Ricky Moore and Pamela Moore as recorded in Volume 642, Page 220, Deed Records, Rockwall County, Texas;

THENCE, along the northeast line of said 14.235 acre tract and the southwest line of said 38.125 acre tract, South 46 degrees 41 minutes 48 seconds East, a distance of 1,047.74 feet to the POINT OF BEGINNING and containing 1,860,118 square feet or 42.702 acre of land.



| LEGEND |                                              |
|--------|----------------------------------------------|
|        | CITY OF WYLIE SEWER CCN BOUNDARY             |
|        | WYLIE ETJ LIMITS                             |
|        | WYLIE CITY LIMITS                            |
|        | POTENTIAL LIFT STATION LOCATION              |
|        | BRADDOCK PLACE SUBDIVISION BOUNDARY          |
|        | EXISTING SANITARY SEWER                      |
|        | PROPOSED SANITARY SEWER FORCE MAIN ALIGNMENT |

**BREEZY BEACH RV RESORT  
SANITARY SEWER EXHIBIT**

**ENGINEER**  
**TEAGUE NALL AND PERKINS, INC.**  
 855 Waters Creek Boulevard, Suite 1000  
 Allen, Texas 75013  
 214.461.9987 ph 214.461.9984 fx  
 www.tnppc.com  
 TEMPL: ENGR F-23; SURV 1011001, 1011001, 1011001, 1011001  
 DATE: PER0421; TDATE: 08/2023



# Wylie City Council

## AGENDA REPORT

**Department:** Utility Billing

**Prepared By:** Orie Cross

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

### Subject

Consider, and act upon, Ordinance No. 2023-33 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 98 (Solid Waste), Article I (In General), Section 98-2 (Definitions), and Article II (Junkyard; Salvage Yards), Section 98-21 (Residential Collection – Regulations), Section 98-23 (Residential Collection – Regulations), and Section 98-24 (Residential Collection – Fees for unusual collection); providing for a penalty for the violation of this Ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this Ordinance; and providing for the publication of the caption of this Ordinance.

### Recommendation

Motion to approve the Item as presented.

### Discussion

Chapter 98 (Solid Waste) Ordinance was last amended in 2011. The provisions in the current Ordinance are not updated to reflect or allow for the City's new bulk program. This amendment is updated to reflect the definition of non-compliance so the customer can better understand what is acceptable bulk, sizing, and placement of bulk items eligible for pickup. This amendment also reflects Residential Collection Regulations. This amendment will eliminate the customer being able to leave non-compliant bulk items on the curb longer than the weekend allowed. Failure for the customer to remove brush and bulk waste in non-compliance will result in the City causing such to be removed. Costs for bulk removal will be agreed upon by the CWD and City staff and assessed against the property passed onto the utility account holder and/or owner of the property.

## ORDINANCE NO. 2023-33

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 98 (SOLID WASTE), ARTICLE I (IN GENERAL), SECTION 98-2 (DEFINITIONS), AND ARTICLE II (JUNKYARD; SALVAGE YARDS), SECTION 98-21 (RESIDENTIAL COLLECTION – REGULATIONS), SECTION 98-23 (RESIDENTIAL COLLECTION – REGULATIONS), AND SECTION 98-24 (RESIDENTIAL COLLECTION – FEES FOR UNUSUAL COLLECTION); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE.**

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has previously adopted Ordinance Nos. 1983-50, 1987-55, and 2011-26 for the City of Wylie, Texas (“Wylie”), establishing regulations governing garbage and refuse in the City of Wylie, Texas; and

WHEREAS, these requirements were codified in Chapter 98 (Solid Waste) in the Wylie Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”); and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend Chapter 98 (Solid Waste), Article I (In General), Section 98-2 (Definitions), and Article II (Junkyard; Salvage Yards), Section 98-21 (Residential Collection – Regulations), Section 98-23 (Residential Collection – Regulations), and Section 98-24 (Residential Collection – Fees For Unusual Collection) of the City’s Code of Ordinances, Ordinance No. 2021-17, as amended (“Code of Ordinances”);

**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 Chapter 98 (Solid Waste) of the Wylie Code of Ordinances.** Chapter 98 (Solid Waste) of the Code of Ordinances is hereby amended as follows:

### “CHAPTER 98 SOLID WASTE

...

#### **Sec. 98-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bags* means plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 pounds.

*Brush* means plants or grass clippings, leaves or tree trimmings.

*Bulky waste* means stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.

*Can* means a formed container of metal or plastic with a lid and a volume of less than 30 gallons and a reasonable proportion of height and diameter.

*Commercial or industrial* means any structure or business other than residential, including hotels, motels, structures containing more than three dwellings, and residential care facilities whether occupied or unoccupied.

*Commercial garbage* means all normal establishment waste products of commercial buildings or establishments and including multifamily dwellings other than private residences, other than sewage and body waste, manure, dead animals equal to or over ten pounds in weight, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into the regular garbage containers specified in this chapter.

*Contractor* means such private firm designated by the city for collection, transportation and/or disposal of the solid waste.

*Dead animals* means animals equal to or greater than ten pounds in weight that have expired from any cause except those slaughtered or killed for human use.

*Non-Compliance Bulk* means excess 4 cubic yards, items not eligible for bulk pickup, bulk items to large, bulk items set out to late/early, bulk items blocked and not accessible , item not placed it front of home and brush items not bundled.

*Nonresidents* means persons residing other than within the boundaries of the city.

*Premises* means all public and private establishments including individual residences, all multifamily dwellings, residential care facilities, hospitals, schools, businesses, other buildings and vacant lots.

*Refuse* means all solid waste materials.

*Residential* means any structure or premises used for permanent living quarters of whatever type, including conventional single-family residences, duplexes, multifamily residences, of three or less dwelling units.

*Residential garbage* means all normal household waste of private residences and multifamily dwellings of not more than three units, especially including waste of food, but not including sewage and body waste, manure, dead animals equal to or over ten pounds in weight, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into the regular garbage containers specified in this chapter.

*Residents* means persons residing other than within the boundaries of the city.

*Rubbish* means trash or garbage such as feathers, ashes, aluminum cans, papers, boxes, glass and any other matter commonly understood to be rubbish.

*Unusual accumulations* mean:

- (1) Accumulations that cannot be collected by any standard residential trash truck, in the normal course of daily routes or does not meet stated conditions;
- (2) For commercial establishments, accumulations that would not occur in the ordinary course of business;
- (3) Large, heavy or bulky objects such as furniture or appliances; and
- (4) Materials judged by the city manager, the director of public works or a person designated by him to be hazardous, as defined by the U.S. EPA.

...

## **ARTICLE II. COLLECTION AND DISPOSAL**

...

### **Sec. 98-21. Residential collection—Regulations.**

...

- (d) Brush and bulk waste collection shall be provided 12 times per year to all residential properties. All brush and bulk items shall be placed between the curb line and the sidewalk; however, if a curb and/or sidewalk is not present, the brush and bulk items shall be placed immediately adjacent to the street, but shall not in any way hinder or block passage of motor vehicles or pedestrians. The quantity of brush or bulk items shall be contained to 4 cubic yards. If the quantity of brush/bulk items exceeds the required size limitations, it is the responsibility of the occupant or homeowner to remove the brush/bulk at their own expense or through alternative bulk options. It shall be unlawful to place brush and bulk items out for collection prior to the Friday before the scheduled collection weekend. Brush and bulk items shall be stored and be kept out of public view until the Friday before the scheduled collection weekend. It shall be unlawful to place brush and bulk items on any property other than in an authorized municipal solid waste or recycling location. It shall also be unlawful to place brush and bulk items on any other property than your own. Failure to remove brush and bulk waste in Non-Compliance will result in the city causing such to be removed and all costs assessed against the property passed on to the Utility account holder and or owner of property.

...

### **Sec. 98-23. Commercial collection—Regulations.**

...

### **Sec. 98-24. Commercial collection—Fees for unusual collection.**

..."

**SECTION 3: Penalty.** Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

**SECTION 6: Effective Date.** This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 8<sup>th</sup> day of August, 2023.

---

Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

---

Stephanie Storm, City Secretary

Dates of Publication: August 16, 2023 in *The Wylie News*



# Wylie City Council

## AGENDA REPORT

Department: Utility Billing  
Prepared By: Orie Lealan

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

### Subject

Consider, and act upon, Resolution No. 2023-14(R) authorizing the City Manager to execute a Second Amendment to Amended & Restated Solid Waste and Recycling Contract (#W2023-88-A) between the City of Wylie, Texas and Community Waste Disposal, L.P.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Community Waste Disposal (CWD) Contract has reached its five-year renewal limit and has not been updated or amended since 2018. We have amended the contract to include new terms and conditions. The terms have been updated to include provisions when performance measures are not met by CWD. Performance measures are to hold CWD to the City's standards to ensure that service needs are met for regular solid waste and bulk services. Quarterly meetings with CWD will continue to be held to ensure performance measures are met. If performance measures are not met yearly the contract can be re-evaluated by City staff.

**RESOLUTION NO. 2023-14(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE A SECOND AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING CONTRACT WITH COMMUNITY WASTE DISPOSAL, L.P.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, a Second Amendment to Amended and Restated Solid Waste and Recycling Contract (#W2023-88-A) with Community Waste Disposal, L.P.

SECTION 2: This Resolution shall take effect on September 1, 2023.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas on this the 8<sup>th</sup> day of August, 2023.

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

**ATTEST TO:**

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

**EXHIBIT “A”**

**Contract**

**SECOND AMENDMENT TO AMENDED AND RESTATED  
SOLID WASTE AND RECYCLING CONTRACT BETWEEN  
THE CITY OF WYLIE, TEXAS AND COMMUNITY WASTE DISPOSAL, L.P.**

**#W2023-88-A**

This SECOND AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING CONTRACT ("Second Amendment") is made and entered into as of September 1, 2023, by and between the CITY OF WYLIE, TEXAS, a home-rule municipality ("City"), and COMMUNITY WASTE DISPOSAL, L.P. ("Contractor"). City and Contractor are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Contract dated September 1, 2018 (the "Original Contract"); and

WHEREAS, City and Contractor entered into that certain First Amendment to Amended and Restated Solid Waste and Recycling Contract dated October 14, 2020 (the "First Amendment" and together with the Original Contract and this Second Amendment, the "Contract"); and

WHEREAS, City and Contractor desire to amend the Contract and to agree as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Contract, City and Contractor agree as follows:

1. Amendment to Contract, Section 4.01 (Services Provided). Section 4.01 (Services Provided) of the Contract is hereby amended as follows:

"4.01 Services Provided.

...

- (g) The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or similar or different Act of God over which the Contractor has no control. In the event of such a flood, tornado or other Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such an agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor. Notwithstanding the foregoing, Contractor shall provide emergency storm clean up services at the rate listed in Exhibit H – Schedule A -1 and Schedule A – 2, as need is determined by the City.

...

- (i) Contractor shall provide one (1) Cart Wash per resident per year at no charge. Residents will contact the Contractor directly to schedule the cleaning. The Contractor shall note and schedule a replacement of the polycart should any damage be observed at the time of the cleaning.
- (j) For the purpose of this provision, the term “Disabled Residential Unit” means any single-family residential dwelling that is inhabited by persons, all of whom are physically disabled to the extent that they are unable to place Solid Waste at the curbside. A Disabled Residential Unit shall be approved or denied by the Contractor. The Contractor shall have the ability to be compensated for providing solid waste collection service at each Disabled Residential Unit in accordance with the rates listed in Rate Schedule A. Disabled Residential Unit service applies to solid waste collection only. Recycle, Bulky Waste and Bundled Brush Collection will occur at regular collection area at the resident’s curb.”

2. Amendment to Contract, Section 5.04 (Complaints). Section 5.04 (Complaints) of the Contract is hereby amended as follows:

“5.04 Complaints. All complaints shall be handled directly by the Contractor. Each complaint shall be given prompt and courteous attention and be resolved within seventy-two (72) hours of receiving the complaint. However, in the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the solid waste the same day if called in before 12:00 noon during business days, but not more than twenty-four (24) hours after the initial complaint was received. Contractor will be responsible for maintaining a log of all complaints received, and will provide the City with a copy of the log on a monthly basis. The log shall indicate at least the following information:

- Name of complainant;
- Date and hour of the complaint; and
- Nature and address of the complaint, and the manner and the date and time of its resolution.

Contractor shall meet the timeliness requirements of the performance standards set forth in this Contract at least ninety-eight (98%) of the time, measured on a quarterly basis, or City shall have the right to terminate this Contract by providing Contractor with at least thirty (30) days advance written notice of the termination and the effective date thereof. Contractor shall continue to provide services under this Contract until the effective date of termination.”

3. Amendment to Contract, Section 5.05 (Collection Equipment). Section 5.05 (Collection Equipment) of the Contract is hereby amended as follows:

“5.05 Collection Equipment. The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor (collectively, the “equipment”), which are reasonably necessary to collect and transport Refuse and/or recyclables from accounts serviced by the Contractor in accordance with this Contract. The equipment shall be maintained in a safe and clean working condition throughout the term of the Contract and any renewal period. The equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance in accordance with normal industry standards in the Dallas-Fort Worth metropolitan area. The Contractor shall clean the equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. Contractor will ensure that no fluids leak from Contractor’s equipment onto alleys, streets, sidewalks or driveways, and if such leaks or spills occur, Contractor will remediate the spill and repair the equipment to prevent further leaks or spills.

Additionally, the Contractor shall have standby equipment available to regularly complete the daily routes in the event of equipment failure or excessive volumes of collection, which it is obligated to collect and transport in connection with this Contract.

In addition, Contractor shall equip all vehicles used to provide the services under this Contract with Third Eye GPS I Video Verification (or like technology) for the duration of this Contract, as described in Exhibit G, attached hereto.”

4. Amendment to Contract, Section 5.06 (Office). Section 5.06 (Office) of the Contract is hereby amended as follows:

“5.06 Office. The Contractor shall maintain an office. Such office shall be open at a minimum, Monday through Friday, 8:00 a.m. until 5:00 p.m. with a qualified service representative available to personally answer inquiries, as well as a qualified field supervisor to oversee the daily operations. The office is to include personnel needed to maintain weekly delivery of new and replacement trash carts and make repairs when necessary. The telephone number of the Contractor’s office will be widely available to customers. After-hours calls shall be forwarded to a twenty-four (24) hour message center, with calls responded to, by Contractor personnel, the following morning or immediately depending on the nature of the call. Contractor shall advise the City Manager or representative thereof of all emergency service matters. In addition to the foregoing, Contractor will have a minimum of one (1) dedicated Customer Service Representative designated to assist with City requests. The Contractor shall notify the City

of any changes to this assigned representative and ensure a direct contact is available at all times during business hours. Contractor shall be available at least once (1) per quarter for meetings with the City Manager and City staff.”

5. Amendment to Contract, Section 5.07 (Non-Collection). Section 5.07 (Non-Collection) of the Contract is hereby amended as follows:

“5.07 Non-Collection. Should a dispute arise between City, Contractor and/or a customer as to whether Contractor actually failed to make a collection (whether Contractor missed a pick-up), the decision of the City shall be final, and the Contractor agrees to abide by said decision.

It is specifically understood and agreed that if the customer fails to timely place a Container/cart out, maintains improper or inadequate containers for the nature, volume, or weight of acceptable waste/recycling to be removed from the premises, or places improper bundles or volumes of waste/recycling for collection, or places hazardous waste, special waste, or other refuse in violation of this agreement, the Contractor may refrain from collecting all or a portion of such refuse that is rendered not collectable due to any of the aforementioned circumstances. The Contractor shall notify both the City and the customer of the reason for any such non-collection (unless such non-collection is due to the customer’s failure to timely place the waste/recycling for collection). Contractor’s notice to the customer shall be in writing, attached to the container or the front door of the residence, and shall indicate the nature of the violation and the correction required in order that such solid waste may then be collected at the next regular collection date.

Where a customer notifies the City that acceptable waste/recycling has not been removed from the residents’ premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from the Contractor, the City shall investigate. If the investigation discloses that the Contractor has failed to collect acceptable waste/recycling from the subject premises without cause, the Contractor shall collect same within twenty-four (24) hours after a collection is ordered by the City, at no additional charge.

Contractor shall notify the City within twenty-four (24) of any delays to residential service.”

6. Amendment to Contract, Section 12.00 (Term). Section 12.00 (Term) of the Contract is hereby amended as follows:

“12.00 TERM

The initial term of this Contract shall be for a period of five (5) years commencing September 1, 2018. Beginning on September 1, 2023, the term of this Contract shall be extended for (1) one additional term of five (5) years, unless terminated earlier in accordance with the terms of this Contract. Notwithstanding any statement to the contrary in this Contract, either party is entitled to terminate this Contract for convenience by providing the other party one hundred twenty (120) days prior written notice.”

7. Amendment to Contract, Section 14.02 (Rate Adjustments). Section 14.02 (Rate Adjustments) of the Contract is hereby amended as follows:

“14.02 Rate Adjustments. The rates set forth in Exhibit H – Schedule A-1 shall be effective for a period of one (1) year beginning on October 1, 2023. On October 1, 2024, the rates set forth in Exhibit H – Schedule A-2 shall be effective for a period of one (1) year. On October 1, 2025 rates are subject to adjustment as described in Exhibit H, attached hereto and incorporated herein for all purposes

At least sixty (60) days prior to October 1, 2025 and on each anniversary of the effective date of this Contract thereafter, the Contractor shall notify the City of any proposed rate adjustment, and upon request, provide the supporting data that is the basis for the rate adjustment. Any justifiable increase or decrease will be determined by the City.

In addition, the above-defined rates may, at the sole discretion of the City, which shall not be unreasonably withheld, be adjusted annually by mutual written agreement between the City and the Contractor in the event of regulatory changes in Contractor’s cost of doing business, such as amended laws, ordinances, taxes, fees, or regulations. The Contractor shall provide the City documents and records in sufficient detail to reasonably establish the basis for any requested rate adjustment(s) at the time of the request.

Except as expressly provided in this Section 14.02, Contractor acknowledges and agrees that it is not entitled to, any additional or other amendments to the compensation or rate structure set forth in this Contract.”

8. Amendment to Contract, Exhibit B (Performance Standards). Exhibit B (Performance Standards) of the Contract is hereby amended as follows:

“I. Residential and Commercial Collection

...

F. Brush and Bulky Item Collection:

Contractor will make monthly, brush and bulky collection available to Wylie residents on a scheduled basis with a limit of four (4) cubic yards per collection per month. Requests for brush and bulky collection in excess of the monthly four (4) cubic yard limit will be charged to the resident requesting the additional brush and bulky item service.

Special collection of brush and bulky items will be made available to Residents at the rate contained in Exhibit "C". Residents must call Contractor's dispatch office to schedule collection.

Approved Containers:

- (a) Polycarts
- (b) Bundles placed at the curb or alley.
- (c) Maximum weight bundle or container is not to exceed that which can be lifted by two men, weight less than 150 pounds, and not to exceed 4 ft. x 4ft. x 8ft.

...

II. Commercial Container Collection

...

- B. Hours of Operation: 7:00 a.m. to completion or 5:00 a.m. to completion in commercial areas that are at a minimum of one-hundred (100) feet from a residential unit.

..."

9. Amendment to Contract, Exhibit C. Exhibit C to the Contract is hereby deleted and replaced with Exhibit C-1, attached hereto and incorporated herein for all purposes, and Exhibit C-2, attached hereto and incorporated herein for all purposes.
10. Defined Terms.  
Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Contract.
11. Ratification.  
Contractor and City hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Contract and acknowledge and agree that the Contract remains in full force and effect, except as amended in this Second Amendment.

12. Controlling Agreement.

To the extent that any provision contained in this Second Amendment conflicts with one or more provisions of the Contract, the provision contained in this Second Amendment shall supersede the conflicting provision(s) contained in the Contract.

13. Entire Agreement/Second Amendment.

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

14. Authority to Execute.

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

15. Counterparts.

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment and caused this Second Amendment to be effective September 1, 2023 (“Effective Date”).

**CITY OF WYLIE, TEXAS**  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager

**ATTEST:**

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

**COMMUNITY WASTE DISPOSAL L.P.**

By: \_\_\_\_\_  
Greg A. Roemer, President

## Exhibit G GPS Tracking



### **SERVICE VERIFICATION AND LIVE GPS TRACKING INCLUDED**

CWD will install 3<sup>rd</sup> Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD can grant the City access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the City to quickly determine if a vehicle has been down a street yet and the status of the routes.

#### **Safety Monitoring and Metrics**

Each collection truck in the City will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails – CWD can grant City Staff access to the Live GPS feature upon request

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

#### **Continuous Video Recording and Service Verification**

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

#### **How It works**

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route *(in this case 4001 Magnolia Ct)*
  - *The City will have direct access to items #1-3 above in the 3<sup>rd</sup> Eye interface*
4. Video requests can be pulled by address for up to 5 minutes per video.
  - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely on the cloud
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle

**The example on the following page is from a vehicle in Wylie, TX on July 26, 2022**

*The numbers listed correspond to the numbers in the pictures on the following page*

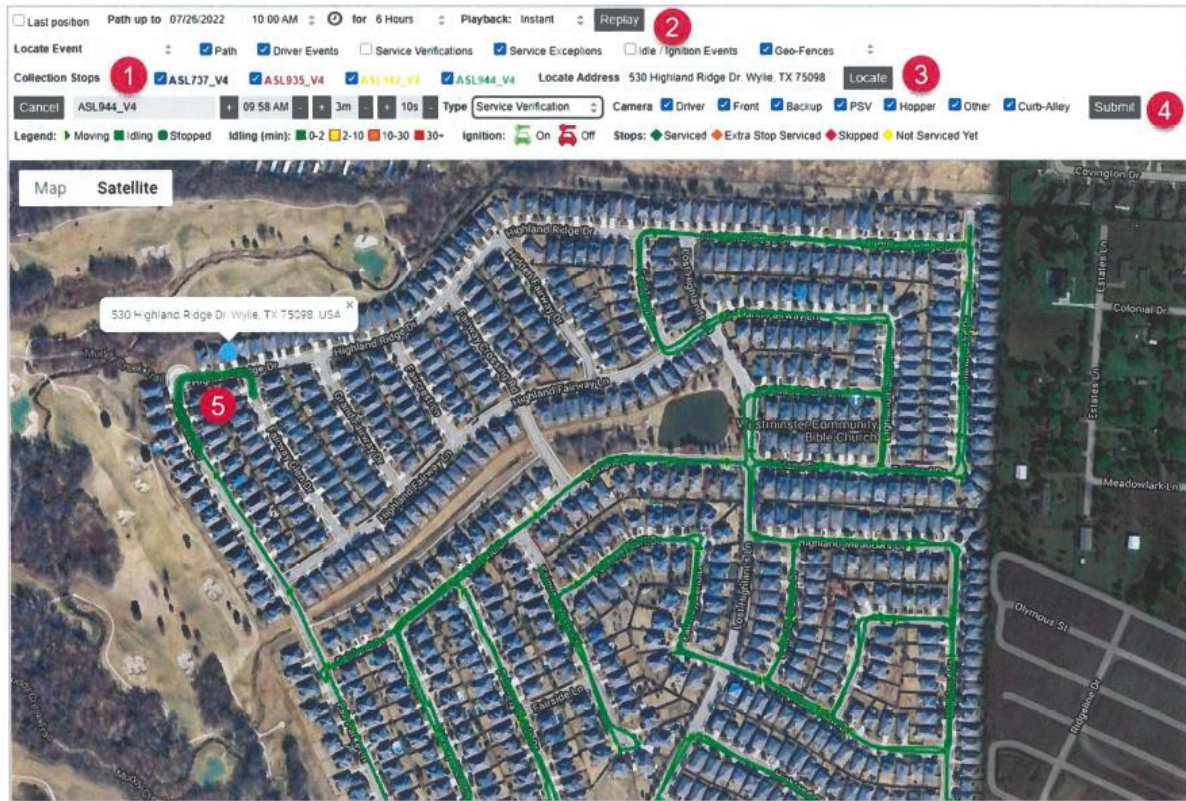


Exhibit H  
Rate Adjustments  
**Annual Cost Adjustment Model  
And Recycle Sharing Model**  
**WYLIE**

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

**CPI (see System Chart for %)**

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

**CNG FUEL (see System Chart for %)**

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

Revised 05-23-2023

**DISPOSAL (see System Chart for %)**

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the GARLAND Landfill. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the GARLAND Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the GARLAND Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the GARLAND Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

**SYSTEM CHART**

|          | Front Load Trash | Roll Off Trash | Roll Off Excessive Weight | Residential Trash | Recycle |
|----------|------------------|----------------|---------------------------|-------------------|---------|
| CPI      | 69%              | 58%            | 0%                        | 70%               | 85%     |
| CNG Fuel | 3%               | 4%             | 0%                        | 5%                | 5%      |
| Disposal | 28%              | 38%            | 100%                      | 25%               | 10%     |
| Total    | 100%             | 100%           | 100%                      | 100%              | 100%    |

**EXAMPLE (Residential Trash)**

| Contractors Base Fee Adjustment Indices | Index Percentage | Previous (Base) Index Value | Current Index value | Change in Index Value | Index Percentage Change | % Applied to Annual Cost Adjustment |
|-----------------------------------------|------------------|-----------------------------|---------------------|-----------------------|-------------------------|-------------------------------------|
| Consumer Price Index                    | 70%              | 287.504                     | 298.152             | 10.648                | 3.70%                   | 2.59%                               |
| CNG Fuel Cost                           | 5%               | \$3.515                     | \$3.912             | \$0.397               | 11.29%                  | 0.56%                               |
| Disposal Cost                           | 25%              | \$32.00                     | \$32.50             | \$0.50                | 1.56%                   | 0.39%                               |
| Annual Adjustment                       | 100%             |                             |                     |                       |                         | 3.55%                               |

**Recyclable Materials List-** If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

Revised 05-23-2023

## RECYCLE REVENUE SHARING MODEL

The CWD revenue sharing program factors market value of material, a known component Percentage of the materials, and the per ton processing fee. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material we will be collecting from the residents. This price is applied to the attached spreadsheet to determine the overall value of the tonnage collected from your community.

Community Waste Disposal  
Recycle Revenue Sharing Calculations  
WYLIE

|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                  |                                 |                                                  |                 |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------|-----------------|--------------|
| Total Tons Received by CWD Annually (estimated)                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                  |                                 |                                                  | 4,500           |              |
| Per Ton Processing Fee & Transportation Fee (Note 1)                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                  |                                 |                                                  | \$ 94.48        | Adj Annually |
| Total Processing Fee                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                  |                                 |                                                  | \$ 425,160.00   |              |
|                                                                                                                                                                                                                                                                                                                                                                 | Adj Annually                                                                                                                                                                                                                                     | Note 3                          | Note 4                                           |                 |              |
| Commodity                                                                                                                                                                                                                                                                                                                                                       | Component %                                                                                                                                                                                                                                      | Pricing Structure               | Adjusted Monthly Published Value Dollars Per Ton | Total \$        | Tons         |
| ONP                                                                                                                                                                                                                                                                                                                                                             | 14.00%                                                                                                                                                                                                                                           | PPI - #8 Southwest Hi           | \$ 120.00                                        | \$ 75,600.00    | 630.00       |
| OCC                                                                                                                                                                                                                                                                                                                                                             | 19.71%                                                                                                                                                                                                                                           | PPI #11 Southwest Hi            | \$ 150.00                                        | \$ 133,042.50   | 886.95       |
| Mixed Paper                                                                                                                                                                                                                                                                                                                                                     | 9.87%                                                                                                                                                                                                                                            | PPI Mixed Paper #2 Hi           | \$ 80.00                                         | \$ 35,532.00    | 444.15       |
| Aluminum                                                                                                                                                                                                                                                                                                                                                        | 0.77%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 1,500.00                                      | \$ 51,975.00    | 34.65        |
| Steel/Tin                                                                                                                                                                                                                                                                                                                                                       | 1.52%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 4.00                                          | \$ 273.60       | 68.40        |
| PETE                                                                                                                                                                                                                                                                                                                                                            | 3.43%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 800.00                                        | \$ 123,480.00   | 154.35       |
| HDPE - Natural                                                                                                                                                                                                                                                                                                                                                  | 1.15%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 960.00                                        | \$ 49,680.00    | 51.75        |
| HDPE - Colored                                                                                                                                                                                                                                                                                                                                                  | 0.90%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 520.00                                        | \$ 21,060.00    | 40.50        |
| Mixed Plastic                                                                                                                                                                                                                                                                                                                                                   | 0.19%                                                                                                                                                                                                                                            | SMP - Region 8 Houston High     | \$ 40.00                                         | \$ 342.00       | 8.55         |
| Mixed Glass                                                                                                                                                                                                                                                                                                                                                     | 14.67%                                                                                                                                                                                                                                           | SMP - Region 8 Houston (Note 5) | \$ (37.00)                                       | \$ (24,425.55)  | 660.15       |
| Residue                                                                                                                                                                                                                                                                                                                                                         | 33.79%                                                                                                                                                                                                                                           |                                 | \$ (35.00)                                       | \$ (53,219.25)  | 1,520.55     |
|                                                                                                                                                                                                                                                                                                                                                                 | 100.00%                                                                                                                                                                                                                                          |                                 | \$ 91.85                                         | \$ 413,340.30   | 4,500.00     |
| Total Gross Recycle Revenue                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                  |                                 |                                                  | \$ 413,340.30   |              |
| Less Total Processing Fees                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                  |                                 |                                                  | \$ (425,160.00) |              |
| Net Revenue                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                  |                                 |                                                  | \$ (11,819.70)  |              |
| 60% City Share of Net Positive Revenue                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                  |                                 |                                                  | NA              |              |
| Revenue Share Per Ton                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                                 |                                                  | #VALUE!         |              |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                  |                                 |                                                  | Note 2          |              |
| NOTE 1                                                                                                                                                                                                                                                                                                                                                          | Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases                                                                                                                                           |                                 |                                                  |                 |              |
| NOTE 2                                                                                                                                                                                                                                                                                                                                                          | Per ton rebate cannot exceed \$40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes. |                                 |                                                  |                 |              |
| NOTE 3                                                                                                                                                                                                                                                                                                                                                          | SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week                                                                                                                                                                                       |                                 |                                                  |                 |              |
| NOTE 4                                                                                                                                                                                                                                                                                                                                                          | Published Value Dollars Per Ton as of 7-1-2022                                                                                                                                                                                                   |                                 |                                                  |                 |              |
| NOTE 5                                                                                                                                                                                                                                                                                                                                                          | Published Value Dollars Per Ton includes Index price plus \$17.00 per ton transportation.                                                                                                                                                        |                                 |                                                  |                 |              |
| NOTE 6                                                                                                                                                                                                                                                                                                                                                          | Any past deficits must be cleared before Revenue Sharing payments begin                                                                                                                                                                          |                                 |                                                  |                 |              |
| Recyclable Material List:                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                  |                                 |                                                  |                 |              |
| 1. <b>Loss of Sustainable Market</b> – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity. |                                                                                                                                                                                                                                                  |                                 |                                                  |                 |              |
| 2. <b>Negative Market Value</b> – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.                                                                         |                                                                                                                                                                                                                                                  |                                 |                                                  |                 |              |



# Wylie City Council

## AGENDA REPORT

Department: Utility Billing

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

Prepared By: Orie Lealan

### Subject

Consider, and act upon, Ordinance No. 2023-34 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Appendix C (Wylie Comprehensive Fee Schedule), Section II (Garbage, Trash and Brush Fees).

### Recommendation

Motion to approve the Item as presented.

### Discussion

Appendix A (Comprehensive Fee Schedule) of the Code of Ordinances, Section II (Garbage, Trash and Bulk Fees) has been amended to include the rates for FY23. Community Waste Disposal did not increase rates for FY22-23.

**ORDINANCE NO. 2023-34**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, APPENDIX C (WYLIE COMPREHENSIVE FEE SCHEDULE), SECTION II (GARBAGE, TRASH AND BRUSH FEES); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE.**

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has adopted a Comprehensive Fee Schedule ("Comprehensive Fee Schedule") for the City of Wylie, Texas ("Wylie"), which is codified in Appendix C to the Wylie Code of Ordinances, Ordinance No. 2021-17, as amended ("Code of Ordinances"); and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to amend the following provisions of the Comprehensive Fee Schedule as provided herein: Section II (Garbage, Trash and Brush Fees);

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

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

**SECTION 2: Amendment to Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances.** Appendix C (Comprehensive Fee Schedule), Section II (Garbage, Trash and Brush Fees) of the Code of Ordinances is hereby amended as follows:

**“WYLIE COMPREHENSIVE FEE SCHEDULE**

...

**II. Garbage, Trash and Brush Fees.**

**A. *Residential Fee; Deposits.***

- (1) The collection and removal of garbage, rubbish and brush in one polycart container from residential premises, one time per week and one recycle polycart one time per week, shall be made for a charge of \$16.76 per residential unit for each calendar month.
- (2) Residential fees for each unit of single-family detached or duplex (not master metered) either curbside or alley side service, shall be \$16.76 per month and shall be charged each month on the utility bill.
- (3) The following monthly collection fees are based upon the type of establishment or collection, to wit:
  - a. Duplex: \$16.76 per unit
  - b. Multifamily: \$16.76 per unit
  - c. Residential (multi-family) apartment recycling: \$0.90 per unit
  - d. Trailer park: \$16.76 per unit
- (4) Each additional trash polycart: \$4.97

- (5) Each additional recycle polycart: \$2.83
- (6) Replace lost/stolen trash or recycle polycart (each): \$110.12
- (7) Trash only service deposit (no water or sewer account): \$20.00
- (8) Residential open top roll off container:
  - Delivery - Weekday: \$96.37
  - Delivery - Weekend: \$123.12
  - Trip charge (dry run) - Weekday: \$96.37
  - Trip charge (dry run) - Weekend: \$123.12
  - Weekly rental: \$45.60
  - 12 cubic yard per haul - Weekday:\*\* \$399.94
  - 12 cubic yard per haul - Weekend:\*\* \$427.71
  - \*\* Plus disposal and or excess per ton if over 4,000 lbs.
  - Disposal rate per ton over 4,000 lbs. payload to 8,000 lbs.: \$84.31
  - Plus excess payload weight if over 8,000 lbs.: \$118.05

**B. Commercial Charges.**

- (1) Commercial Hand Collection, per 95-gallon polycart
  - Automated Collection Cost:
  - Once per week: \$33.45
  - Two carts once per week: \$63.57
  - Commercial additional cart: \$31.42
  - Commercial Recycle cart: \$14.94
  - Commercial customers shall be required to make a deposit equivalent to three months' charges.

**(2) Front Load Container Rates:**

|         | 1 x wk   | 2 x wk   | 3 x wk   | 4 x wk   | 5 x wk   | 6 x wk    |
|---------|----------|----------|----------|----------|----------|-----------|
| 2 cu yd | \$ 80.59 | \$172.06 | \$301.30 | \$420.39 | \$545.61 | \$ 672.83 |
| 3 cu yd | \$111.07 | \$206.91 | \$327.59 | \$453.76 | \$611.70 | \$ 726.66 |
| 4 cu yd | \$133.47 | \$249.47 | \$349.83 | \$487.15 | \$627.13 | \$ 777.79 |
| 6 cu yd | \$155.70 | \$285.12 | \$400.37 | \$551.56 | \$716.91 | \$ 885.45 |
| 8 cu yd | \$173.90 | \$327.29 | \$450.91 | \$618.33 | \$800.07 | \$ 990.45 |

Front Load Cardboard Containers 1X per week: \$111.96

Front Load Cardboard Containers 2X per week: \$230.46

- (3) Additional Charges:
  - Additional charge of \$11.45 per pick up for containers on casters
  - Additional charge of \$11.45 per pick up for containers with four-sided enclosures
  - Additional charge of \$11.45 per pick up for containers with locks
  - 8 cubic yard Cardboard Recycling Container 1 X per week: \$111.96
  - 8 cubic yard Cardboard Recycling Container 2 X per week: \$230.45
  - Front load container exchange charge: \$108.78
- (4) Extra Pick-Ups:
  - 2 cubic yard: \$68.42
  - 3 cubic yard: \$69.94
  - 4 cubic yard: \$71.45
  - 6 cubic yard: \$74.50
  - 8 cubic yard: \$76.03

- (5) Refills:  
 2 cubic yard: \$53.21  
 3 cubic yard: \$54.73  
 4 cubic yard: \$56.26  
 6 cubic yard: \$59.30  
 8 cubic yard: \$60.84
- (6) Open Top Rolloff Containers:  
 20 cubic yard per haul: \$716.15 (M-F)  
 20 cubic yard per haul: \$763.04 (W/E)  
 30 cubic yard per haul: \$763.04 (M-F)  
 30 cubic yard per haul: \$778.68 (W/E)  
 40 cubic yard per haul: \$778.68 (M-F)  
 40 cubic yard per haul: \$827.97 (W/E)  
 Delivery and Exchange: \$778.68  
 Delivery Weekend: \$551.14  
 Daily Container Rental: \$10.18  
 Disposal Per Ton: \$43.27
- (7) Front Load Compactors (Rate per Pick Up):  
 6 cubic yard compactor haul charge: \$392.70 (M-F)  
 8 cubic yard compactor haul charge: \$441.12 (M-F)  
 30 cubic yard compactor haul charge: \$731.79 (M-F)  
 35 cubic yard compactor haul charge: \$731.79 (M-F)  
 42 cubic yard compactor haul charge: \$731.79 (M-F)
- (8) Roll Off Compactors:  
 Trip charge (dry run) - Weekday: \$509.81  
 Trip charge (dry run) – Weekend: \$551.61  
 30 cubic yard compactor haul charge – Weekday: \$731.79  
 35 cubic yard compactor haul charge – Weekend: \$776.66  
 35 cubic yard compactor haul charge - Weekday: \$731.79  
 35 cubic yard compactor haul charge - Weekend: \$778.68  
 42 cubic yard compactor haul charge - Weekday: \$731.79  
 42 cubic yard compactor haul charge - Weekend: \$778.68  
 Additional disposal fee per ton if over 8,000 lbs.: \$ 43.27  
 Excess payload exceeds 54,000 pounds \$ 97.46
- (9) Returned Check Charge: \$26.31
- (10) Commercial Rates for Wylie Independent School District (WISD).  
 A. Front Load Container Rates:

| Size/Pickup | 1 x week | 2 x week | 3 x week | 4 x week | 5 x week | 6 x week |
|-------------|----------|----------|----------|----------|----------|----------|
| 2 Cu Yd     | \$ 96.75 | \$184.93 | \$257.59 | \$359.46 | \$466.52 | \$575.30 |
| 3 Cu Yd     | \$107.18 | \$202.25 | \$280.05 | \$387.96 | \$522.98 | \$621.32 |
| 4 Cu Yd     | \$114.12 | \$212.64 | \$299.12 | \$416.48 | \$535.53 | \$665.03 |
| 6 Cu Yd     | \$133.13 | \$243.73 | \$342.31 | \$471.64 | \$612.91 | \$757.09 |
| 8 Cu Yd     | \$148.70 | \$274.89 | \$385.54 | \$528.70 | \$684.07 | \$846.81 |

B. WISD front load rates are net to contractor, does not include billing fee, franchise fee and sales tax does not apply.

*C. Fees for Special Collection of Brush and Bulky Waste Items.* Special collection of brush and bulky items, in excess of 48 cubic yards per resident per year, will be made available to residents at the rate negotiated between the contractor and the resident.

*D. Denial of Service.* In the event of nonpayment of charges for the above services, the City shall have the right to deny further service to such nonpaying person or customer.”

**SECTION 3: Penalty.** Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

**SECTION 6: Effective Date.** This Ordinance shall become effective from and after its passage and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 8<sup>th</sup> day of August, 2023.

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

**ATTESTED AND  
CORRECTLY RECORDED:**

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

Date of Publication: August 16, 2023 in *The Wylie News*



# Wylie City Council

## AGENDA REPORT

**Department:** Finance  
**Prepared By:** Melissa Brown

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

### Subject

Consider, and act upon, Resolution No. 2023-15(R) of the City Council of the City of Wylie, Texas, accepting the proposed property tax rate for the fiscal year 2023-24, accepting the calculation of the no new revenue tax rate and the voter approval tax rate, establishing August 22, 2023 at 6:00 p.m. at the City of Wylie Municipal Complex for a public hearing and vote on the proposed property tax rate, and providing for the publication as provided by the Texas Property Tax Code, Chapter 26.

### Recommendation

Motion to approve Resolution No. 2023-15(R) of the City Council of the City of Wylie, Texas, accepting the proposed property tax rate for the fiscal year 2023-24, accepting the calculation of the no new revenue tax rate and the voter approval tax rate, establishing August 22, 2023 at 6:00 p.m. at the City of Wylie Municipal Complex for a public hearing and vote on the proposed property tax rate, and providing for the publication as provided by the Texas Property Tax Code, Chapter 26.

### Discussion

The City is required by law to follow certain meeting and notice (publication) guidelines identified in the “Truth in Taxation” Tax Codes. In accordance with the laws of the State of Texas, the no new revenue tax rate, the voter approval tax rate, and other information must be published and a public hearing must be held. This year’s no new revenue rate is \$0.508882 and the voter approval tax rate is \$0.541845. The Voter Approval Tax Rate including Unused Increment is \$0.594366, the maximum tax rate that can be adopted without triggering an election.

The proposed 2023-24 budget is based on a tax rate of \$0.528882 per \$100 valuation. The proposed rate is the no new revenue tax rate plus 2-cents for voter-approved debt and is \$0.033451 less than the current rate. This rate reduction continues a twelve-year trend of reducing the tax rate cumulatively by \$0.37 or 41.2 percent.

The proposed budget was placed on file with the City Secretary’s office on August 4. Any changes in the proposed tax rate will require revision of the proposed budget. The City Council is required to vote on the proposed tax rate tonight and publish the required information at least five days prior to the public hearing on August 22. The notice of public hearing will include how each council member voted. This year, the council may adopt the tax rate at the same meeting as the public hearing. If a tax rate is not adopted on August 22, a special called meeting must be held within seven days (August 29) to adopt a rate. [Tax Code 26.06(e)]

The official detailed tax rate calculations are available in the office of the Collin County Tax Assessor/Collector, Kenneth L. Maun, in McKinney. Citizens may also find a five-year history of this information on the county website, [collincountytexas.gov/tax\\_assessor](https://collincountytexas.gov/tax_assessor). The current year calculation will also be available at the Collin County Appraisal District’s Tax Transparency Website, <https://collintaxes.org/>. A copy of the calculation is also maintained in the Finance Department and will be posted to our website.

**RESOLUTION NO. 2023-15(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2023-2024; ACCEPTING THE CALCULATION OF THE NO NEW REVENUE TAX RATE; ACCEPTING THE CALCULATION OF THE VOTER APPROVAL TAX RATE AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE, CHAPTER 26.**

**WHEREAS**, the City of Wylie has received the calculated no new revenue tax rate as presented by the Collin County Tax Assessor/Collector's Office; and

**WHEREAS**, the City of Wylie has received the calculated voter approval tax rate as presented by the Collin County Tax Assessor/Collector's Office; and

**WHEREAS**, the Texas Property Tax Code, Chapter 26, provides the specific procedures in which to consider the proposed tax rate;

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

**SECTION 1.** The City Council of the City of Wylie, Texas, does hereby accept the rate of \$0.528882 per \$100 valuation as the proposed property tax rate for fiscal year 2023-2024.

**SECTION 2.** The City Council of the City of Wylie, Texas, met in a public meeting on August 8, 2023, and accepted this resolution with a majority vote.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this the 8<sup>th</sup> day of August 2023.

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

ATTEST:

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



# Wylie City Council

## AGENDA REPORT

**Department:** Finance

**Prepared By:** Melissa Brown

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

### Subject

Establish a date, time, and place to hold a Public Hearing on the fiscal year 2023-2024 Proposed Budget so that all interested persons may be heard, either for or against any item in the proposed budget before final approval. The date, time, and place for the hearing and the final vote will be published in the City's official newspaper, as provided by the Texas Local Government Code, Section 102.006.

### Recommendation

Motion establishing August 22, 2023 at 6:00 p.m. in the Council Chambers of the Wylie Municipal Complex, 300 Country Club Road, Wylie, Texas as the date, time, and place at which the public hearing will occur and Council will vote on the final budget.

### Discussion

Texas Local Government Code, Section 102.006 and the City's Charter require a public hearing to be held on the 2023-2024 Proposed Budget. Council must establish a date, time, and place for the public hearing so that all interested persons may be heard, either for or against any item on the proposed budget before final approval.

The date, time, and place for the hearing and the final vote will be published in the City's official newspaper and posted on the City's website. The hearing date must be at least 15 days after the proposed budget was filed with the City Secretary (August 4) and the notice must be published at least five days before the hearing. Staff recommends August 22, 2023 at 6:00 p.m. in the Council Chambers of the Municipal Complex.



# Wylie City Council

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## AGENDA REPORT

Department: Engineering

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

Prepared By: Tim Porter

### Subject

Discuss F.K. Homes CCN Sanitary Sewer Study.

### Recommendation

Discussion

### Discussion

# BIRKHOFF, HENDRICKS & CARTER, L.L.P.

## PROFESSIONAL ENGINEERS

TBPELS Engineering Firm 526  
11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Survey Firm 100318-00  
Phone (214) 361-7900

## MEMORANDUM



**To:** Mr. Kofi Addo, P.E. (Bowman Engineering, Inc.)  
**From:** Joe R. Carter, P.E., CFM  
**Date:** June 8, 2023  
**Subject:** F. K. Homes Proposed Development – City of Wylie Wastewater System Analysis

The F. K. Homes Proposed Development is on a tract of approximately 15.4 acres, proposing 101 single family lots located south of County Line Road and just east of Jeanne Lane. This area is outside the City of Wylie wastewater system CCN area. The development proposes constructing a sanitary sewer to connect to an existing sanitary sewer in County Line Road approximately 230 feet northwest of the proposed street connection to County Line Road. The existing 8-inch sanitary sewer is stubbed out towards County Line Road. Flow from the existing 8-inch sanitary sewer is northwest to the existing Pheasant Creek Lift Station.

The City of Wylie provided pdf files of record drawings for the Lake Park Villas subdivision sanitary sewers, the Redwood Lift Station pumps, the 6-inch force main along FM 544 (Vinson Road), and for the Rush Creek Trunk Sewer, Rush Creek Lift Station and Rush Creek Force Main. The Wylie Wastewater System Master Plan Map and Capacity Calculation Spreadsheet and Wylie Wastewater Design criteria will be utilized to determine the fully developed flows sanitary sewer system within the wastewater system service area and compare the fully developed flows to the existing system capacities for both lift stations. The proposed F. K. Homes Development wastewater flows were added to determine the impacts to the existing sanitary sewer system.

Exhibit A is attached showing the existing sewers and lift station capacities and fully developed flows within the service area and fully developed flows with the proposed F. K. Homes Development included at five design points between the proposed connection in the Lake Park Villas development and the connection to the existing Pheasant Creek Lift Station.

The Wylie Wastewater System Master Capacity Calculation Spreadsheets are attached for the fully developed flows within the service area (Exhibit A-1) and for the fully developed flows within the service area with the F. K. Homes Development added (Exhibit A-2). Note that capacities are based on a Manning's "n" value of 0.013, per TCEQ and peak flows described in this memo and on Exhibit A are based on the calculated peak gravity flows for sanitary sewers and the Wylie Wastewater System Master Capacity Calculation Spreadsheets peak flows for lift stations. The peaking factor in the spreadsheet is based on the Babbitt Formula ( $PF = 5/(P/1000)^2$ ) in the Wylie Wastewater System Calculation Spreadsheet.

### Existing System Capacities for Service Area

The results of the analysis of the existing sanitary sewers and lift station based on fully developed flows in the City of Wylie service area follows. Wylie design criteria for developments under 250 acres is 400 gal/ac. (I & I), 3.5 (people per unit), and peaking factor of 5. \*The peaking factor is reduced for a population served greater than 1000 people based on the Babbitt formula in the Wylie Wastewater Master Plan Calculation Spreadsheet.

### Design Point A (US End Sanitary Sewer Line SS-B at Patrick Street Cul-de-Sac)

The proposed F. K. Homes development proposes to connect to SS-B an existing 8-inch sanitary sewer at the end of the Patrick Street cul-de-sac, located in the Lake Park Villas development. Line SS-B connects to Line SS-A and flows north towards the Pheasant Creek Lift Station. Both sanitary sewers are on a grade of 0.35% with a capacity of 0.462 MGD. Exhibit B-1 is the plan view of Lines SS-B and SS-A from the Lake Park

Villas record drawings. Exhibit B-2a is the profile of Line SS-B with the existing capacity, required capacity from Lake Park Villas and the required capacity including the proposed F.K. Homes development.

Approximately 9 acres and 9 lots from Lake Park Villas served by Line SS-B. The existing required capacity is  $(9 \text{ Ac.} \times 400 \text{ gpad}) + (9 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.019 \text{ MGD}$

I & I Peak Design Flow

The capacity required for the proposed 15 acres and 101 lots from the F. K. Homes development is:  $(15 \text{ Ac.} \times 400 \text{ gpad}) + (101 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.174 \text{ MGD}$

I & I Peak Design Flow

The total required capacity for the Lake Park Villas development plus the F. K. Homes development is:  $(24 \text{ Ac.} \times 400 \text{ gpad}) + (110 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.193 \text{ MGD}$

I & I Peak Design Flow

The existing 8-inch sanitary sewer Line SS-B has adequate capacity for Lake Park Villas and the proposed F. K. Homes development from the proposed connection point to Design Point A. Design Point B is at the downstream end the existing Line SS-A in Lake Park Villas just upstream of 10-inch Line K in Neva Drive.

#### **Design Point B (DS End Sanitary Sewer Line SS-A at Connection to Line K – Neva Drive)**

Design Point B is located at the downstream end of Line SS-A just upstream of 10-inch Line K in Neva Drive. Line SS-A is an 8-inch sanitary sewer with a grade of 0.35% and a capacity of 0.462 MGD. Exhibit B-2b is the profile of Line SS-A with the existing capacity, required capacity from Lake Park Villas and the required capacity including the proposed F.K. Homes development.

Approximately 33 acres and 164 lots from Lake Park Villas are served by Line SS-A and Line SS-B. The existing required capacity for Lake Park Villas is:

$(33 \text{ Ac.} \times 400 \text{ gpad}) + (164 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.286 \text{ MGD}$

I & I Peak Design Flow

The capacity required for the proposed 15 acres and 101 lots from the F. K. Homes development is:  $(15 \text{ Ac.} \times 400 \text{ gpad}) + (101 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.174 \text{ MGD}$

I & I Peak Design Flow

The total required capacity for the Lake Park Vista development plus the Beaver Creek Road development is:  $(48 \text{ Ac.} \times 400 \text{ gpad}) + (265 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.460 \text{ MGD}$

I & I Peak Design Flow

The existing 8-inch sanitary sewer Line SS-A has adequate capacity for Lake Park Villas and the proposed F. K. Homes development from Design Point A to Design Point B. Design Point C is the downstream end of the 10-inch sanitary sewer Line K.

#### **Design Point C (Downstream End of Line K at Misty Way and Prairie Court)**

Design Point C is located at the downstream end of the 10-inch sanitary sewer Line K at the intersection of Misty Way and Prairie Court in the Lake Park Villas development. Line K is a 10-inch sanitary sewer with a minimum grade of 0.30% and a capacity of 0.78 MGD. Exhibit B-3 shows the location of Design Points C, D and E and Exhibit 4 shows the profiles of Lines K and L with the existing capacity, required capacity from Lake Park Villas and the required capacity including the proposed F.K. Homes development.

Approximately 2 acres and 3 lots are added between Design Point B and Design Point C. The existing required capacity for Lake Park Villas is:

$(35 \text{ Ac.} \times 400 \text{ gpad}) + (167 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.292 \text{ MGD}$

I & I Peak Design Flow

F. K. Homes Proposed Development  
City of Wylie Wastewater System Analysis Update

June 8, 2023

The capacity required for the proposed 15 acres and 101 lots from the F. K. Homes development is:  
 $(15 \text{ Ac.} \times 400 \text{ gpad}) + (101 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.174 \text{ MGD}$   
 I & I Peak Design Flow

The total required capacity for the Lake Park Vista development plus the F. K. Homes development is:  
 $(50 \text{ Ac.} \times 400 \text{ gpad}) + (268 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.476 \text{ MGD}$   
 I & I Peak Design Flow

The existing 10-inch sanitary sewer Line K has adequate capacity for Lake Park Villas and the proposed F. K. Homes development from Design Point C to Design Point C. Design Point D is the downstream end of the 10-inch sanitary sewer Line L.

**Design Point D (Downstream End Line L Just Upstream of the Pheasant Creek Lift Station)**

The entire Lake Park Villas development of approximately 110-acres and includes approximately 375 units is conveyed by Line L. Line L is a 10-inch sanitary sewer with a minimum grade of 0.26% and a capacity of 0.722 MGD. Exhibit B-3 shows the location of Design Points C, D and E and Exhibit 4 shows the profiles of Lines K and L with the existing capacity, required capacity from Lake Park Villas and the required capacity including the proposed F.K. Homes development.

The existing required capacity for all of Lake Park Villas is:

$(110 \text{ Ac.} \times 400 \text{ gpad}) + (375 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 4.90 \text{ peaking factor}) = 0.655 \text{ MGD}$   
 I & I Peak Design Flow \* peaking factor for 1313 people

The capacity required for the proposed 15 acres and 101 lots from the F. K. Homes development is:  
 $(15 \text{ Ac.} \times 400 \text{ gpad}) + (101 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 5.0 \text{ peaking factor}) = 0.174 \text{ MGD}$   
 I & I Peak Design Flow

The total required capacity for the Lake Park Vista development plus the F. K. Homes development is:  
 $(125 \text{ Ac.} \times 400 \text{ gpad}) + (476 \text{ lots} \times 3.5 \text{ persons per lot} \times 95 \text{ gpd} \times 4.71 \text{ peaking factor}) = 0.795 \text{ MGD}$   
 I & I Peak Design Flow \* peaking factor for 1666 people

The existing 10-inch sanitary sewer Line L does not have adequate capacity to include the F.K. Homes development without surcharging the line, if the peak from the Lake Park Villas coincides with the peak from the proposed F.K. Homes development, and with an I & I of 400 gpad. The hydraulic gradient required for 0.789 MGD is 0.32%. Adding the F.K. homes development results in a surcharge of approximately 0.83 feet on Line L at Design Point C under these conditions.

**Design Point E (Pheasant Creek Lift Station and Force Main)**

Based on the pump curve information provided by the City of Wylie the Pheasant Creek Lift Station has an existing firm rated capacity of 0.691 MGD. The area areas contributing flow to the Pheasant Creek Lift Station appear to be 60% to 70% fully developed based on Google Earth aerial photography. The fully developed peak flow from the Wylie Wastewater Master Plan Calculation Spreadsheet is 0.60 MGD without the proposed F. K. Homes development and the fully developed peak flow is 0.72 MGD including the proposed F. K. Homes development. The Pheasant Creek Lift Station does not need to be expanded unless area outside the Lake Park Villas development is added. The undeveloped property west of the Lake Park Villas development that is inside the Wylie Wastwater CCN would cause the The the proposed F. K. Homes development would require the Pheasant Creek Lift Station to have 20% more capacity at full development. Exhibit C is the Pheasant Creek Lift Station plan view with the existing firm rated capacity, required fully developed capacity in the current service area and required fully developed capacity including the proposed F. K. Homes development. Exhibit C-1 is the Pheasant Creek Lift Station pump and system curves.

### **Impacts on System Downstream of the Pheasant Creek Lift Station and Force Main**

The scope of this analysis does not include detailed analysis downstream of the Pheasant Creek Lift Station and Force Main. The 8-inch Pheasant Creek Force Main connects to a 36" gravity sanitary sewer on a 0.12% grade. The capacity of the 36-inch gravity sanitary sewer is 14.93 MGD. Ultimately, the wastewater flows to the Muddy Creek Wastewater Treatment Plant (WWTP). The Muddy Creek WWTP is operated by the North Texas Municipal Water District (NTMWD) and is periodically expanded to treat wastewater flows from the Cities of Wylie and Murphy. Additional flow from the F. K. Homes development should be considered in allocating costs for future treatment plant expansions.

### **Summary**

Our evaluation shows all the City of Wylie gravity sanitary sewers for Design Points A through D have adequate capacity to serve the Lake Park Villas development. The City of Wylie gravity sanitary sewers also have adequate capacity to serve both the Lake Park Villas development and the proposed F. K. Homes development at Design Points A, B, and C; however, adding the proposed F. K. Homes development causes a surcharge of 0.83 feet for Line L at Design Point C. The existing Pheasant Creek Lift Station capacity is 15% greater than required for the fully developed Lake Park Villas; however, adding the proposed F. K. Homes development will require the capacity to be increased from 0.69 MGD to 0.72 MGD at full development for both the Lake Park Villa and F.K. Homes developments.

### **Enclosures**

cc: Mr. Timothy J. Porter, P.E., CFM (City of Wylie City Engineer)



| Drainage Course        | Areas to Junction | AREAS SERVED | NODE    | Land Use Categories and Associated Development Densities * |     |                            |     |                          |     |                            |     |                              |     |                   |     |                       |     |                                 |     |                  |     | Projected Flows  |     |                      |     |                  |     |                |              |               |                                  | Req'd D (IN.) |                        |                            |                                  |                      |                        |             |             |
|------------------------|-------------------|--------------|---------|------------------------------------------------------------|-----|----------------------------|-----|--------------------------|-----|----------------------------|-----|------------------------------|-----|-------------------|-----|-----------------------|-----|---------------------------------|-----|------------------|-----|------------------|-----|----------------------|-----|------------------|-----|----------------|--------------|---------------|----------------------------------|---------------|------------------------|----------------------------|----------------------------------|----------------------|------------------------|-------------|-------------|
|                        |                   |              |         | Low Density Residential                                    |     | Medium Density Residential |     | High Density Residential |     | Downtown Historic District |     | Business Commercial Corridor |     | Commercial Retail |     | Neighborhood Services |     | School Public and Social Public |     | Heavy Industrial |     | Light Industrial |     | Parks and Open Space |     | Floodplain       |     | Total Acreages | Total ESFU'S | Cumul. ESFU'S | Inflow & Infiltration (GPAD) 400 |               | Residential Qavg (GPD) | Non-Residential Qavg (GPD) | Cumulative Qavg with I & I (GPD) | Resident Peak Factor | Peak Factor ** Max = 5 | Qpeak (Mgd) | Qpeak (CFS) |
|                        |                   |              |         | ESFU/AC= 1.00                                              | RAC | ESFU/AC= 4.00              | RAC | ESFU/AC= 15.00           | RAC | ESFU/AC= 4.00              | RAC | GALLONS/AC= 1600             | RAC | GALLONS/AC= 1400  | RAC | GALLONS/AC= 1200      | RAC | GALLONS/AC= 1000                | RAC | GALLONS/AC= 2400 | RAC | GALLONS/AC= 2000 | RAC | GALLONS/AC= 5        | RAC | GALLONS/AC= 0.01 |     |                |              |               |                                  |               |                        |                            |                                  |                      |                        |             |             |
|                        |                   |              |         |                                                            |     |                            |     |                          |     |                            |     |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  |     |                |              |               |                                  |               |                        |                            |                                  |                      |                        |             |             |
| No Service             | OC-1              | OC-1         | 400&500 |                                                            |     | 0                          | 95  | 361                      |     | 0                          |     | 0                            |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 95  | 361            |              | 38,000        | 101,170                          | 0             | 139,170                | 4.93                       | 4.93                             | 0.54                 | 0.83                   | 8.7         |             |
|                        | OC-2              | OC-2         | 400&500 | 37                                                         | 35  | 49                         | 186 |                          | 0   |                            | 0   |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 86  | 221            |              | 34,400        | 62,033                           | 0             | 96,433                 | 5.35                       | 5.00                             | 0.34                 | 0.53                   | 7.0         |             |
|                        | OC-3              | OC-3         | 400&500 | 5                                                          | 5   | 4                          | 15  |                          | 0   | 0                          | 0   |                              |     |                   |     | 0                     |     |                                 |     |                  |     |                  |     |                      |     |                  | 9   | 20             |              | 3,600         | 5,591                            | 0             | 9,191                  | 8.00                       | 5.00                             | 0.03                 | 0.05                   | 2.1         |             |
|                        | OC-4              | OC-4         | 400&500 | 0                                                          |     | 17                         | 65  |                          | 7   | 100                        | 0   |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  |     | 24             | 164          |               | 9,600                            | 46,059        | 0                      | 55,659                     | 5.63                             | 5.00                 | 0.24                   | 0.37        | 5.8         |
| Phasant Creek Lift Sta | OC-2 to 4         |              | 400&500 |                                                            |     |                            |     |                          |     |                            |     |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 119 | 406            |              | 47,600        | 113,683                          | 0             | 161,283                | 4.84                       | 4.84                             | 0.60                 | 0.92                   | 9.2         |             |
| Redwood Lift Station   | OC-5              | OC-5         | 400&500 |                                                            | 0   |                            | 0   |                          | 106 | 1,511                      |     | 0                            |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 106 | 1,511          |              | 42,400        | 623,318                          | 0             | 665,718                | 3.88                       | 3.88                             | 1.68                 | 2.61                   | 15.5        |             |
| Watermark Lift Station | OC-6              | OC-6         | 400&500 | 11                                                         | 10  | 10                         | 38  |                          | 0   |                            | 0   |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 21  | 48             |              | 8,400         | 13,578                           | 0             | 21,978                 | 6.90                       | 5.00                             | 0.08                 | 0.12                   | 3.3         |             |
|                        |                   |              |         |                                                            |     |                            |     |                          |     |                            |     |                              |     |                   |     |                       |     |                                 |     |                  |     |                  |     |                      |     |                  | 460 |                | 2,731        | 184,000       | 765,433                          | 0             | 949,433                | 3.52                       | 3.52                             | 2.88                 | 4.45                   | FM 20.2     |             |

EXHIBIT A-1

H:\Projects\Wylie\Developers\2023\14-FK\_Homes\altsewer-update-w\FK\_Homes.xlsx

Kimley-Horn and Associates, Inc. is not responsible for any errors or omissions in this drawing. The user of this drawing assumes all liability for any and all consequences of its use. This drawing is for informational purposes only and is not to be used for construction. The user of this drawing assumes all liability for any and all consequences of its use. This drawing is for informational purposes only and is not to be used for construction. The user of this drawing assumes all liability for any and all consequences of its use.

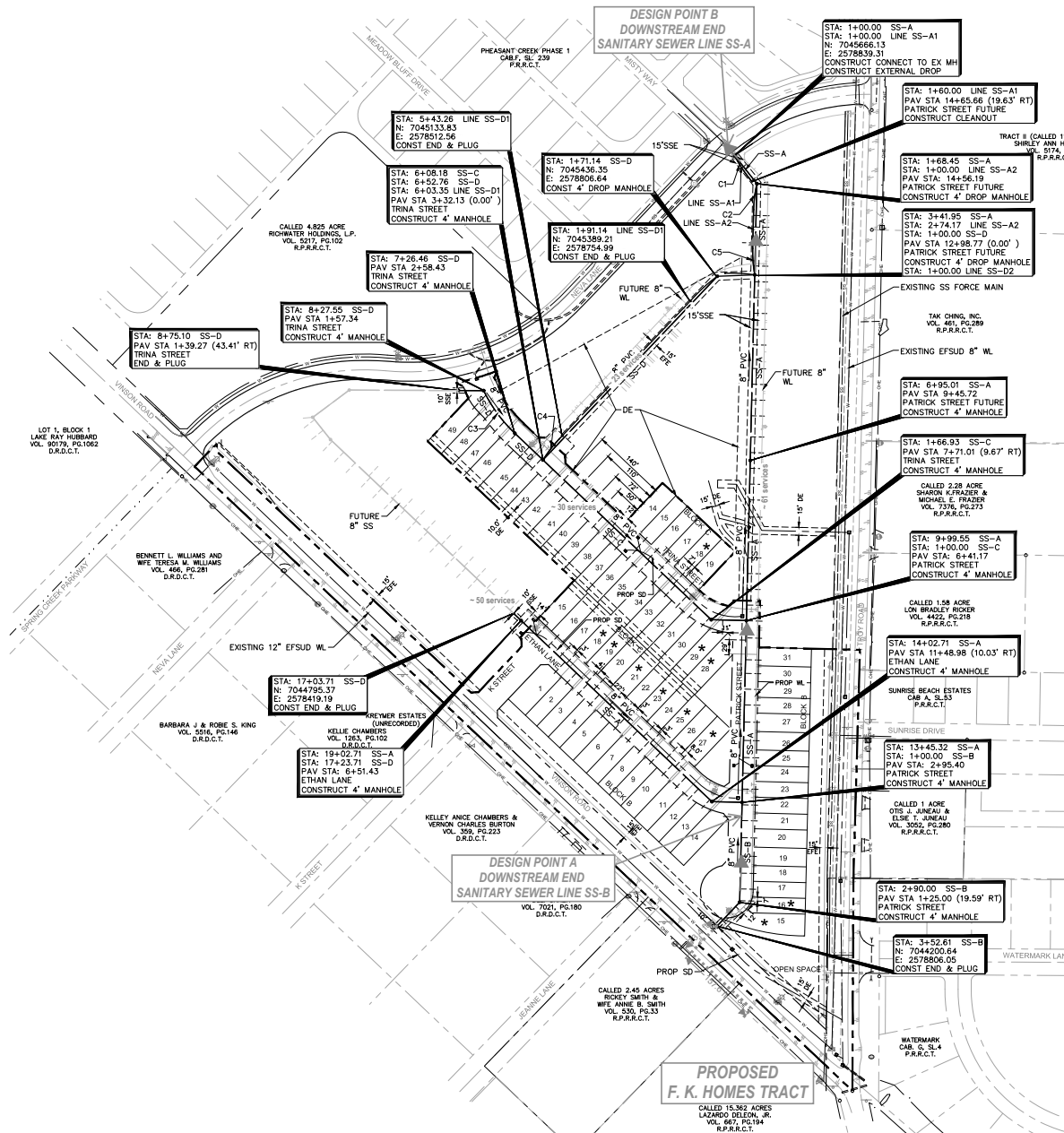


EXHIBIT B-1

**Kimley-Horn**

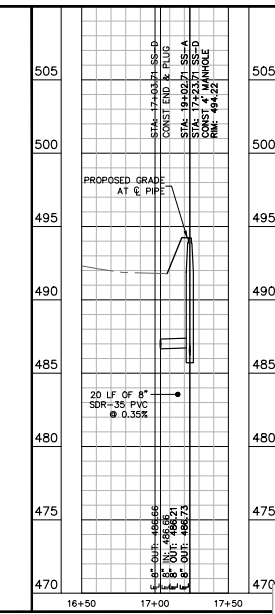
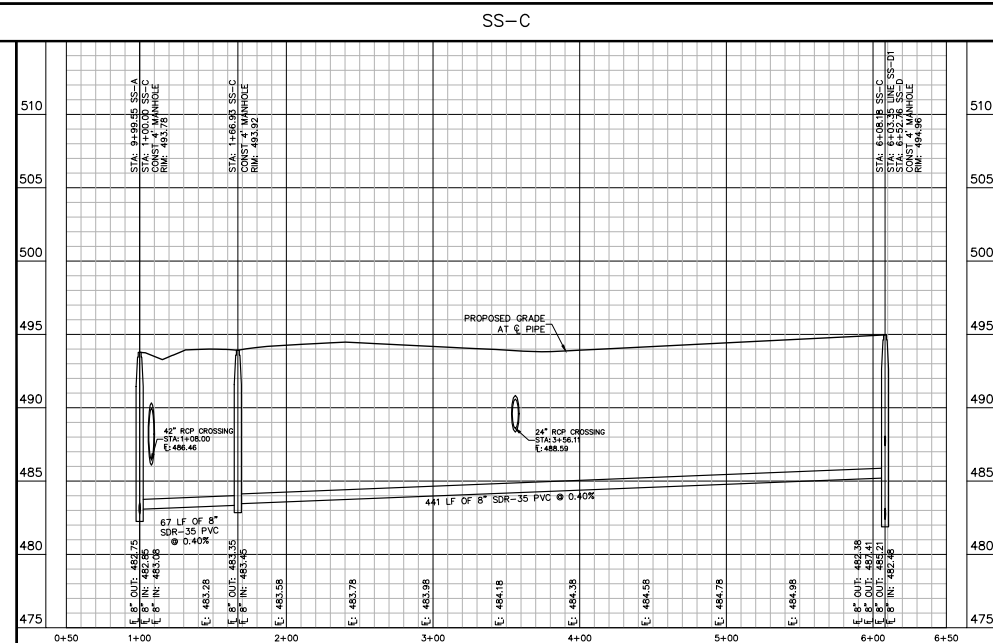
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5750 GENESEE COURT, SUITE 200, FORT WORTH, TX 76104  
PHONE: 817-335-3379  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM F-928



KHA PROJECT NO. 19-0001  
DATE: APRIL 2018  
SCALE: AS SHOWN  
DESIGNED BY: JMK  
DRAWN BY: DFW  
CHECKED BY: JEM

SANITARY SEWER PLAN

LAKE PARK VILLAS  
PHASE 1CITY OF WYTHE  
ROCKWALL COUNTY, TEXASSHEET NUMBER  
C-30



PROFILE SCALE  
1" = 40' HORIZONTAL  
1" = 4' VERTICAL

| BENCHMARKS                                                                       |                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF WYLLIE, TX CM 5                                                          |                                                                                                                                                                                                                                      |
| LOCATED NORTH OF THE NORTHEAST INTERSECTION<br>OF TROY ROAD AND COUNTY ROAD 732. |                                                                                                                                                                                                                                      |
| ELEV = 454.277                                                                   |                                                                                                                                                                                                                                      |
| TBM #1                                                                           |  SET ON CENTER RADIUS OF BACK OF CURB AT THE SOUTHEAST CORNER OF COUNTY LINE ROAD AND NEVA LANE.<br>ELEV = 493.897                              |
| TBM #2                                                                           |  SET ON START OF BACK OF CURB ON THE SOUTH RIGHT-OF-WAY LINE OF NEVA LANE AT THE SOUTHWEST CORNER OF TROY ROAD AND NEVA LANE.<br>ELEV = 493.117 |

SHEET NUMBER  
C-32

[illegible]

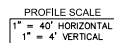
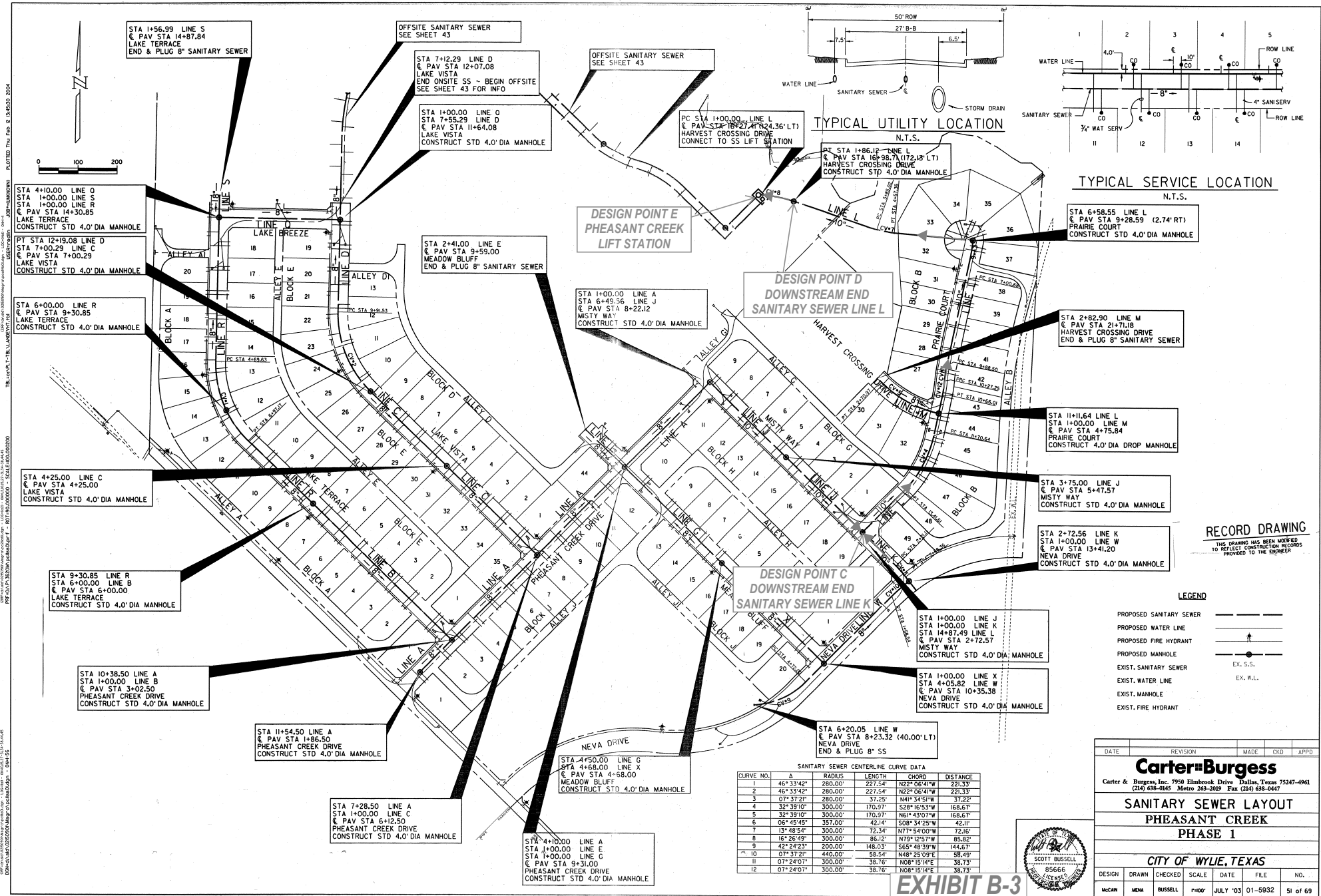


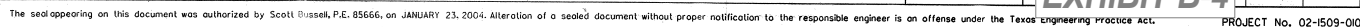
**EXHIBIT B-2b**

SHEET NUMBER  
C-31



The seal appearing on this document was authorized by Scott Buswell, P.E. 85666, on JANUARY 23, 2004. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

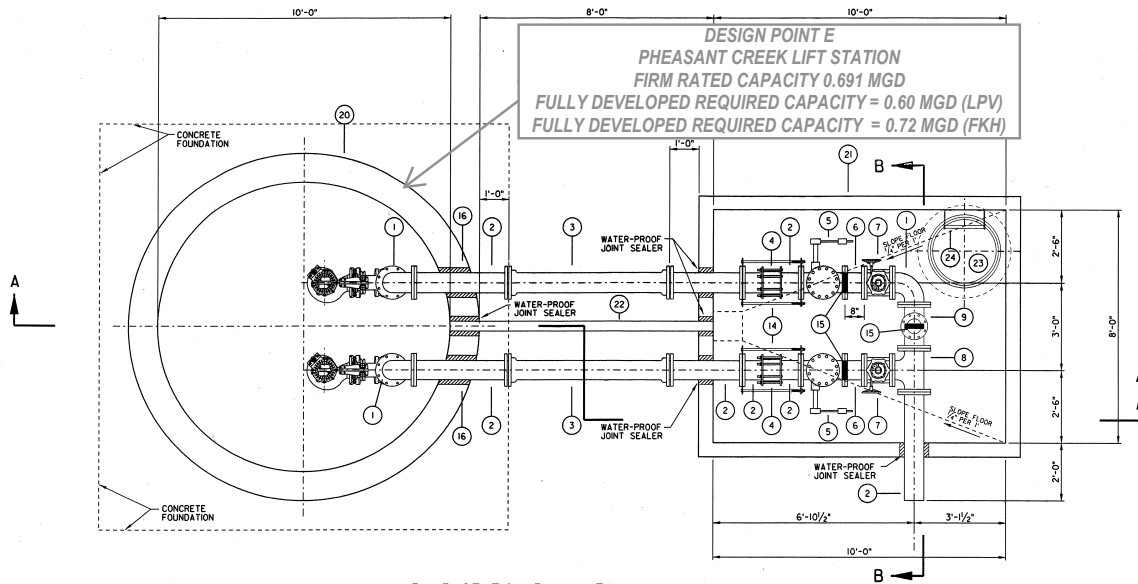
PROJECT NO. 02-1509-010



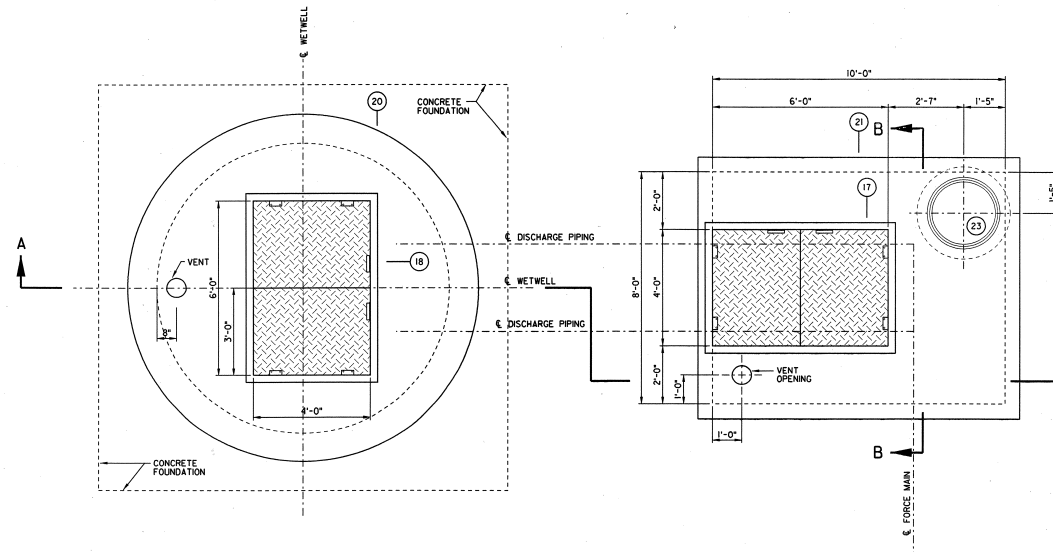
## MATERIAL LIST

- (1) 8" D.I. FLANGED 90° BEND (SHORT RADIUS)
- (2) 8" D.I. FLANGED x PLAIN END PIPE (LENGTH AS REQUIRED)
- (3) 8" D.I. MECH JT x MECH JT PIPE WITH MEGA LUG THRUST RESTRAINTS (LENGTH AS REQUIRED)
- (4) 8" DRESSER COUPLING STYLE 38 OR APPROVED EQUAL
- (5) 8" FLANGED APCO SERIES 6100 CHECK VALVE OR APPROVED EQUAL WITH REPAIR KIT
- (6) 8" D.I. FLANGED PIPE (LENGTH AS REQUIRED)
- (7) 8" FLANGED ECCENTRIC PLUG VALVE WITH HANDWHEEL OPERATOR
- (8) 8" D.I. FLANGED TEE
- (9) 8" x 6" D.I. FLANGED TEE
- (10) 6" FLANGED ECCENTRIC PLUG VALVE WITH HANDWHEEL OPERATOR
- (11) 6" D.I. FLANGED PIPE (LENGTH AS REQUIRED)
- (12) 8" x 4" D.I. FLANGED ECCENTRIC REDUCER
- (13) 8" D.I. FLANGED x PLAIN END WALL PIPE (LENGTH AS REQUIRED)
- (14) THRUST RESTRAINT (SEE DETAIL)
- (15) ADJUSTABLE PIPE SUPPORT (3 REQUIRED)
- (16) LINK SEAL ADAPTER OR APPROVED EQUAL
- (17) 4" x 6" DOUBLE LEAF ALUMINUM HATCH/HATCH SHALL BE EQUIPPED WITH RECESSED PADLOCK HASP COVERED BY A HINGED LID & STAINLESS STEEL HARDWARE & SAFETY LATCHES/HATCH TO BE EQUIPPED WITH A FALL THRU SAFETY NET/HATCH SHALL BE ODOOR FREE TYPE AS MANUFACTURED BY U.S.F. FABRICATION, INC. OR APPROVED EQUAL.
- (18) 4" x 6" DOUBLE LEAF ALUMINUM HATCH/HATCH SHALL BE EQUIPPED WITH RECESSED PADLOCK HASP COVERED BY A HINGED LID & STAINLESS STEEL HARDWARE & SAFETY LATCHES/HATCH TO BE EQUIPPED WITH A FALL THRU SAFETY NET/HATCH SHALL BE ODOOR FREE TYPE AS MANUFACTURED BY U.S.F. FABRICATION, INC. OR APPROVED EQUAL.
- (19) 6" ALUMINUM OR STAINLESS STEEL CAM & GROOVE FLANGED ADAPTER & 6" ALUMINUM CAM & GROOVE TYPE D.C. DUST CAP, "OXON ANDREWS" OR APPROVED EQUAL
- (20) 10' INSIDE DIAMETER PRECAST WETWELL & LID - HYDRO CONDUIT OR APPROVED EQUAL
- (21) 8' x 10' x 7" DEEP (INSIDE DIMENSIONS) PRECAST VAULT & LID - BROOKS PRODUCTS OR APPROVED EQUAL
- (22) 4" D.I. DRAIN @ 2% MINIMUM SLOPE WITH 4" GAS TIGHT FLAP VALVE
- (23) 26" DIAMETER C.I. MANHOLE FRAME & COVER WITH VENTED LID, NEENAH MODEL R-1682 OR APPROVED EQUAL, LID MARKING PER CITY OF WYILE REQUIREMENTS
- (24) ALUMINUM LADDER "HALLIDAY PRODUCTS" SERIES LID WITH SAFETY EXTENSION SERIES LIE OR APPROVED EQUAL

DESIGN POINT E  
PHEASANT CREEK LIFT STATION  
FIRM RATED CAPACITY 0.691 MGD  
FULLY DEVELOPED REQUIRED CAPACITY = 0.60 MGD (LPV)  
FULLY DEVELOPED REQUIRED CAPACITY = 0.72 MGD (FKH)



PUMP STATION PLAN VIEW  
SCALE 1" = 2'



ACCESS HATCH & VENT LOCATIONS  
SCALE 1" = 2'

## NOTES

1. LIFT STATION SHALL BE DUPLEX WITH FLYGT, SUBMERSIBLE CP-3152-454 WITH MIX FLUSH VALVE OR APPROVED EQUAL, (2) 20 H.P. PUMPS WITH GUIDE RAIL SYSTEM & GRP EYE SYSTEM, THREE PHASE, 460 VOLT POWER SUPPLY, LOCKING CONTROL PANEL, A NEMA 4X JUNCTION BOX, FLASHING LIGHT AND HORN ALARM SYSTEM.
2. PROVIDE CONCRETE WETWELL COVER WITH LOCKABLE ACCESS HATCH, DIMENSION AND LOCATION AS SHOWN ON THE PLANS UNLESS DETERMINED OTHERWISE BY PUMP MANUFACTURER.
3. LIFT STATION WETWELL AND VALVE VAULT
  - A. REINFORCED CONCRETE PIPE (WETWELL) SHALL BE ASTM C-478 8-WALL THICKNESS (MINIMUM) WITH O-RING COMPRESSIVE JOINTS, TYPE II CEMENT.
  - B. REINFORCED CONCRETE BOX (VALVE VAULT) SHALL BE ASTM C-780 TYPE I CEMENT.
  - C. ALL SLAB CONCRETE SHALL BE CLASS "C" AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSIAI 28 DAYS.
  - D. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.
  - E. ALL GROUT SHALL BE NON-SHRINK, HAVING MINIMUM COMPRESSIVE STRENGTH OF 5000 PSIAI 28 DAYS, COMPLYING WITH CORPS OF ENGINEERS CRD-C-621.
4. PIPING AND VALVES
  - A. ALL PIPING AS SHOWN SHALL BE DUCTILE IRON, CLASS 50 PER AWWA C150/C151. FLANGES SHALL BE 125 LB., ANSI B-16.1, BOLTS AND NUTS SHALL CONFORM TO ASTM A316. GASKETS SHALL BE GRADE 1 RUBBER, RING TYPE.
  - B. ALL ANNUAL SPACES BETWEEN DISCHARGE PIPING AND VALVE VAULT SHALL BE SEALED USING WATERPROOF JOINT SEALER.
5. STAINLESS STEEL SHALL BE TYPE 316 UNLESS SPECIFIED OTHERWISE.
6. THE FOUNDATION OF THE WETWELL SHALL REST ON UNDISTURBED SOIL. OVER EXCAVATION OF THE WETWELL SHALL BE FILLED WITH CLASS "D" CONCRETE TO THE ELEVATION SHOWN ON THE PLANS TO THE BOTTOM OF THE WETWELL FOUNDATION.
7. PROVIDE PIPE SUPPORTS IN LIFT STATION PER DRAWINGS.
8. ALL NUTS & BOLTS SHALL BE ASTM 316 STAINLESS STEEL.
9. CONTRACTOR TO COORDINATE THE CORRECT PLACEMENT & INSTALLATION OF LIFTING EYES ON THE WETWELL LID AND VALVE VAULT LID WITH THE MANUFACTURER.
10. ALL CONSTRUCTION SHALL BE PER CITY OF WYILE'S SPECIFICATIONS.
11. BURIED DUCTILE IRON VALVES & FITTINGS SHALL BE ENCASED WITH POLYETHYLENE WRAP 8 MILS THICK.
12. ALL EXPOSED PIPING SHALL BE FLANGED D.I.P. CLASS 51.
13. ALL ALUMINUM ACCESS HATCHES SHALL BE LOCKABLE.
14. PUMPS SHALL BE LOCATED PER PUMP MFR. RECOMMENDATIONS.
15. ALL MECHANICAL JOINTS SHALL HAVE MEGA LUG THRUST RESTRAINTS.

RECORD DRAWING

THIS DRAWING HAS BEEN MODIFIED  
TO REFLECT CONSTRUCTION RECORDS  
PROVIDED TO THE ENGINEER



| DATE                                                                                                                                                                                 | REVISION | MADE | CHKD     | APPD |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------|------|
|                                                                                                                                                                                      |          |      |          |      |
| <b>Carter-Burgess</b><br>Carter & Burgess, Inc. 7950 Elmbrook Drive Dallas, Texas 75247-4961<br>(214) 638-0145 Metro 263-2019 Fax (214) 638-0447                                     |          |      |          |      |
| <b>SANITARY SEWER LIFT STATION</b><br><b>PHEASANT CREEK - PHASE 1</b><br><b>LIFT STATION PLAN, MATERIAL LIST, &amp;</b><br><b>MISCELLANEOUS NOTES</b><br><b>CITY OF WYILE, TEXAS</b> |          |      |          |      |
| DESIGN                                                                                                                                                                               | DR       | E    | NO.      |      |
| CAB                                                                                                                                                                                  | C        | 392  | 69 of 69 |      |

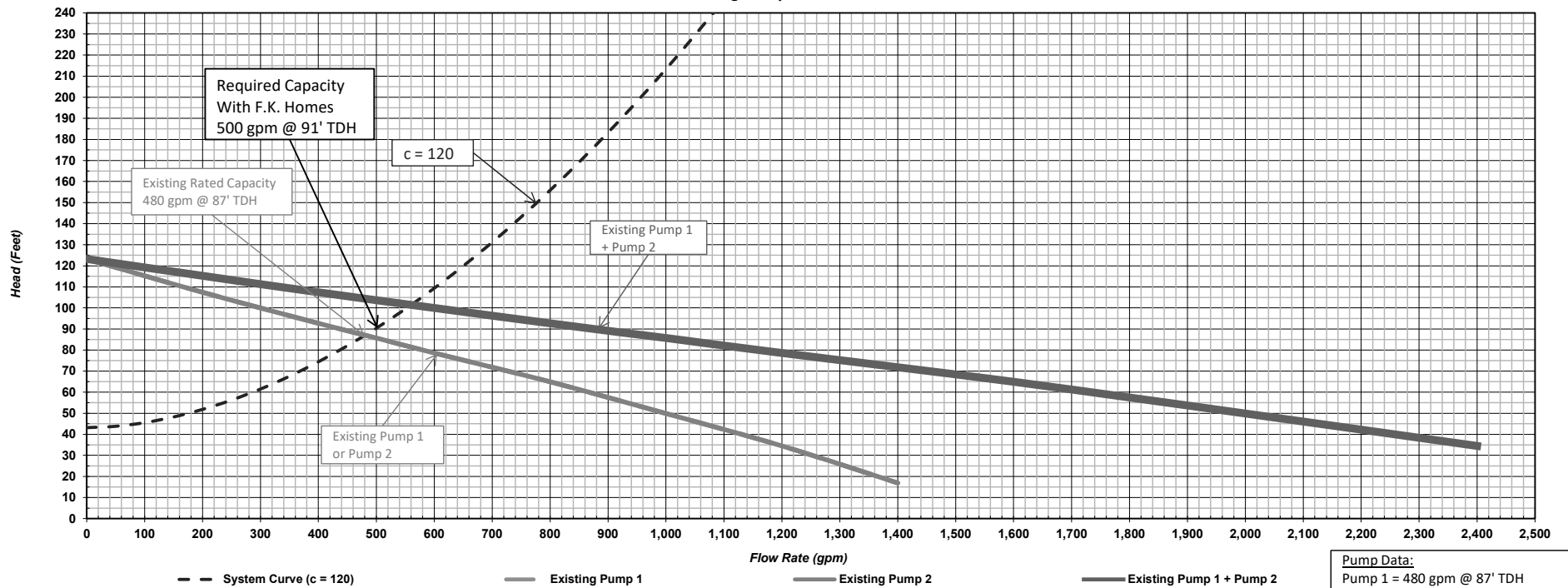
The seal appearing on this document was authorized by Terry L. Foyt, P.E. 57636, on October 23, 2003. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

PROJECT NO. 02150901

5/1/2023

Birkhoff, Hendricks &amp; Carter, L.L.P.

**City of Wylie - Pheasant Creek Lift Station  
Existing Pumps**



**Pump Data:**  
 Pump 1 = 480 gpm @ 87' TDH  
 Pump 2 = 480 gpm @ 87' TDH  
 Pump 1 + 2 = 560 gpm @ 102' TDH  
 Static Head = 41.2'  
 8" DR-21 PVC Force Main  
 Length = 8,026'

**EXHIBIT C-1**