

Wylie City Council Regular Meeting

October 22, 2024 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. State Fire Marshal's Office Recognizing Wylie Fire Rescue's Class 1 ISO Rating.

PR2. American Legion Hale-Combest Post 315 Recognizing Travis Martinez as 2024 Firefighter of the Year and George Watson as 2024 EMT/Paramedic of the Year.

PR3. Municipal Court Week.

[PR4.](#) Texas Arbor Day.

PR5. Wylie Way Students (K-12).

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 October 8, 2024 Regular City Council Meeting minutes.

[B.](#) Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Presiding Municipal Court Judge for the City of Wylie effective November 1, 2024, setting terms and stipend of service.

[C.](#) Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective November 1, 2024, setting terms and stipend of service.

[D.](#) Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2024.

[E.](#) Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2024.

[F.](#) Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2024.

- G. Consider, and act upon, a Final Plat, being a Replat of Lots 1 and 2 , Block E of Regency Business Park Addition Phase 2, creating Lot 1R, Block E of Regency Business Park Addition Phase 2 on 0.5291 acres, located at 2812-2814 Exchange Street.
- H. Consider, and act upon, Ordinance No. 2024-36 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.483 acres to allow for a drive-through restaurant use. Property located at 902 W. FM 544 (ZC 2024-03).
- I. Consider, and act upon, Ordinance No. 2024-37 amending Wylie’s Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 98 (Solid Waste), Article II (Collection and Disposal), Division 1 (Generally), Section 98-21(a) (Residential collection—Regulations); providing for a penalty for the violations of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.
- J. Consider, and act upon, the approval of the purchase of automated ADA compliant sliding glass doors from Door Control Services, a DH Pace Company, in the estimated amount of \$123,475.00 and authorizing the City Manager to execute any and all necessary documents.
- K. Consider, and act upon, the approval of the purchase of Trane Tracer SC+ HVAC control equipment and software from Trane Technologies in the estimated amount of \$124,701.00 and authorizing the City Manager to execute any and all necessary documents.
- L. Consider, and act upon, the award of bid #W2024-71-A for the City of Wylie Fire Department Uniforms to Fireground Supply in the estimated annual amount of \$105,000.00, and authorizing the City Manager to execute any and all necessary documents.
- M. Consider, and act upon, the approval of one 2025 Chevrolet Silverado 2500 Crew Cab 4WD pickup truck purchase for the fire department from Reliable Chevrolet Inc. and authorizing the City Manager to execute all necessary documents.
- N. Consider, and act upon, the approval of body-worn cameras and video equipment purchase for the police department from Motorola Solutions through a cooperative purchasing agreement with Texas DIR-TSO-4101, and authorizing the City Manager to execute all necessary documents.

WORK SESSION

WS1. Discuss potential amendments to Chapter 22, Article XX (Sign Regulations) of the Code of Ordinances.

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. Consider the sale or acquisition of properties located at Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, 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: 2021-4b, 2021-6c, 2022-1b, 2022-1c, 2023-1c, 2023-2d, 2023-11a, 2023-11b, 2024-2d, 2024-4e, 2024-5a, 2024-7a, 2024-7b, 2024-7e, 2024-8a, 2024-8b, 2024-8c, 2024-8d, 2024-9b, 2024-9c, 2024-9d, 2024-9e, 2024-9f, 2024-10a, 2024-10b, and 2024-10c.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on October 18, 2024 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.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
 Prepared By: Janet Pieper

Account Code: _____

Subject

Texas Arbor Day.

Recommendation

Presentation

Discussion

The City of Wylie is celebrating Texas Arbor Day on Friday, November 1, between 3:00 p.m. and 5:00 p.m. in the courtyard between the Wylie Recreation Center and Smith Public Library. At this come-and-go celebration, participants may pick up a tree seedling at no charge; tree education opportunities will be available, and visitors can create a take-home craft.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of October 8, 2024 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

October 08, 2024 – 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 6:05 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor pro tem Jeff Forrester, Councilman Sid Hoover, Councilman Scott Williams, and Councilman Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Marketing and Communications Director Craig Kelly; City Secretary Stephanie Storm; Assistant Police Chief Tommy Walters; Parks and Recreation Director Carmen Powlen; Community Services Director Jasen Haskins; Library Director Ofilia Barrera; Animal Services Manager Shelia Patton; Finance Director Melissa Brown; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the invocation and Councilman Williams led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Fire Prevention Week.

Mayor Porter presented a proclamation proclaiming October 6-12, 2024 as Fire Prevention Week in Wylie, Texas. Members of the Fire Department were present to accept the Proclamation.

PR2. Domestic Violence Awareness Month.

Mayor Porter presented a proclamation proclaiming October 2024, as Domestic Violence Awareness Month in Wylie, Texas. Wylie Police Department Crime Victim Advocate Kisha Voss, Fran Frazier and Jennifer Lajoie representing Agape Resource and Assistance Center, and Tonja Alexander representing W.I.N.N.E.R.S. were present to accept the Proclamation.

PR3. Breast Cancer Awareness Month.

Mayor Porter recognized the month of October as Breast Cancer Awareness Month.

PR4. World Dyslexia Day.

Mayor Porter recognized October 8, 2024 as World Dyslexia Day.

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.

Aleksandra Rolfson addressed the Council with concerns regarding the water meters.

Doug Jones, representing Trinity Valley Ranch, addressed the Council with concerns regarding the McMillen Road project on their business.

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 September 24, 2024 Regular City Council Meeting minutes.**
- B. Consider, and act upon, Ordinance No. 2024-33 amending Ordinance No. 2024-25, which established the budget for fiscal year 2024-2025; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**
- C. Consider, and act upon, the approval for the purchase of one Charcoal Gray 2024 Lenco BearCat Armored Vehicle for the Police SWAT Team with an estimated total cost of \$317,939 and authorizing the City Manager to execute any and all necessary documents.**
- D. Consider, and act upon, the approval of the purchase of three Chevy Colorado trucks for Code Enforcement, one Chevy Silverado for Utility Billing, and one Chevy Silverado for Parks and Recreation from Caldwell County Chevrolet LLC through a cooperative purchasing agreement with BuyBoard, and authorizing the City Manager to execute any and all necessary documents.**
- E. Consider, and act upon, a Preliminary Plat for College Park, creating 88 lots on 25.037 acres, generally located near 605 Country Club Road.**
- F. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.**

Mayor Porter requested Item F be pulled from the Consent Agenda and considered individually.

Council Action

A motion was made by Councilman Mulliqi, seconded by Councilman Strang, to approve Consent Agenda Items A-E as presented. A vote was taken and the motion passed 7-0.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 6:44 p.m.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

If A governmental body may not conduct a private consultation with its attorney except:

- (1) when the governmental body seeks the advice of its attorney about:
 - (A) pending or contemplated litigation; or
 - (B) a settlement offer; or
- (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

ES1. Receive legal advice from the City Attorney regarding Trinity Valley Ranch, LLC v. City of Wylie, Cause No. 493-02900-2024 pending in the 493rd District Court.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES2. City Engineer Interviews.**RECONVENE INTO OPEN SESSION**

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 8:51 p.m.

REGULAR AGENDA**F. Consider, and place on file, the Animal Shelter Advisory Board report to City Council.****Council Comments**

Mayor Porter stated staff had emailed the Council informing them of an update to the TNR April through June 2024 Report (page 23 of the agenda packet). The report in the packet listed one Behavioral under Euthanasia Reason; however, that one “Behavioral” should have been listed beside “FeLV” (feline leukemia virus).

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Item F as amended. A vote was taken and the motion passed 7-0.

1. Consider, and act upon, appointment of City Engineer.**Council Action**

A motion was made by Councilman Mulliqi, seconded by Mayor *pro tem* Forrester, to appoint Ahmed Alqaisi as City Engineer. A vote was taken and the motion passed 5-2 with Mayor Porter and Councilman Duke against.

2. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.483 acres to allow for a drive-through restaurant use. Property located at 902 W. FM 544 (ZC 2024-03).**Public Hearing**

Mayor Porter opened the public hearing on Item 2 at 8:55 p.m. asking anyone present wishing to address Council to come forward.

There was no person present wishing to address the Council.

Mayor Porter closed the public hearing at 8:55 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Item 2 as presented. A vote was taken and the motion passed 7-0.

3. Consider, and act upon, Ordinance No. 2024-34 amending Wylie’s Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 18 (Animals), Article I (In General), Section 18-6 (Impoundment, redemption, and disposition of animals), Subsections (a)(2) and (d)(1)(b) to amend impoundment,

redemption, and disposition of animals; providing for repealing, savings and severability clauses and providing for an effective date of this ordinance.

Council Action

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

- 4. Consider, and act upon, Ordinance No. 2024-35 setting the time and place for all regular City Council Meetings in the 2025 calendar year.**

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Hoover, to approve Item 4 as presented. A vote was taken and the motion passed 7-0.

WORK SESSION

Mayor Porter convened the Council into Work Sessions at 9:03 p.m.

WS1. Discuss potential changes to the City Charter for a future Charter Amendment Election.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 10:01 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 10:02 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.

ES3. Consider the sale or acquisition of properties located at Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, 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).

ES4. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2021-4b, 2022-1b, 2022-1c, 2022-10c, 2023-1c, 2023-2d, 2023-11a, 2023-11b, 2024-2d, 2024-4e, 2024-5a, 2024-7a, 2024-7b, 2024-7e, 2024-8a, 2024-8b, 2024-8c, 2024-8d, 2024-9b, 2024-9c, 2024-9d, and 2024-9e.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 10:55 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to authorize the WEDC to enter into a Performance Agreement with Project 2024-7a in an amount not to exceed \$40,000. A vote was taken and the motion passed 7-0.

Council Action

A motion was made by Councilman Mulliqi, seconded by Councilman Williams, to authorize the WEDC to enter into a Performance Agreement with Project 2022-1c in an amount not to exceed \$1.2 million. A vote was taken and the motion passed 7-0.

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. 2024-33, 2024-34, and 2024-35 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Hoover, to adjourn the meeting at 10:58 p.m. A vote was taken and the motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Municipal Court
 Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Municipal Court Judge for the City of Wylie effective November 1, 2024, setting terms and stipend of service.

Recommendation

Motion to approve the Item as presented.

Discussion

Article IV, Section 3b of the City of Wylie Charter states “the city council shall appoint a judge of the municipal court, who shall be a competent, duly qualified, licensed attorney in the State of Texas. The judge of the municipal court shall be appointed to a term of two years, and may be appointed to additional and consecutive terms, upon completion of his term of office. The appointment of the judge may be terminated by a majority vote of the city council. The judge shall receive compensation as may be determined by the city council. This compensation shall be fixed, and commensurate with the duties performed by the judge...”

The appointment of the Presiding Municipal Court Judge is for a two year term effective November 1, 2024 through October 31, 2026, and may be renewed for another two (2) year term. Compensation for services provided by the Municipal Court Judge is a set monthly rate of \$3,500.00 (average \$109.38 an hour based on 32 hours). Judge Maldonado presides over show cause, pre-trial, Bench and Jury dockets, performs video arraignments for the Wylie jail, and signs warrants after hours. Judge Art Maldonado has served the City for 17 years as the Presiding Municipal Court Judge. It is recommended that Judge Maldonado continue to provide service to the City as the Presiding Municipal Court Judge.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – PRESIDING JUDGE

The **City of Wylie, Texas**, a home-rule municipality (“Wylie”), and **Art Maldonado** (“Contractor”) hereby enter into this Municipal Court Judicial Services Agreement (“Agreement”). Wylie and Contractor are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the City Council of the City of Wylie, Texas (“Wylie”) has established and maintains the Wylie Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 3 of Wylie City Charter; and

WHEREAS, Contractor desires to contract with Wylie to provide such judicial services as the presiding judge for the Wylie Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Wylie and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Wylie and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Wylie; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Wylie’s objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor’s professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as the presiding judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
 - (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and

assigned to Contractor in the Wylie Municipal Court;

- (f) Establishing the times and days for the court dockets;
- (g) Performing such other functions within Wylie Municipal Court normally required of a municipal court presiding judge; and
- (h) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

Contractor shall perform the Services at the dockets to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Wylie-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.
3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,500.00 per month of work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Wylie or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Wylie shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of presiding judge and is not limited to or guaranteed a preset number of hours per week or per month

to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Wylie about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court presiding judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.
7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.

9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.
12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.
13. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return

receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Art Maldonado
2770 Main Street, Suite 91
Frisco, TX 75033
Telephone: 214-619-2600

If to Wylie, to: City of Wylie
Attn: City Manager, Brent Parker
300 Country Club Rd
Wylie, Texas
Email: brent.parker@wylietexas.gov

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054

20. Representations. Each party states that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Wylie; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Wylie and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Wylie and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Wylie for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Wylie for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Wylie may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Wylie and only to conduct business in accordance with this Agreement.
22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Wylie and Contractor.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, 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
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Municipal Court
 Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective November 1, 2024, setting terms and hourly rate of service.

Recommendation

Motion to approve the Item as presented.

Discussion

Article IV, Section 3c of the City of Wylie Charter states “the City Council shall, in the absence or disability of the appointed judge of the municipal court, appoint an acting judge to serve during such absence or disability. The acting judge may be compensated by the City Council for his performance of required duties...”

The appointment of the Associate Municipal Court Judge is for a two year term effective November 1, 2024 through October 31, 2026, and may be renewed for another two (2) year term. Compensation for services provided by the Associate Municipal Court Judge is a set monthly rate of \$3,000.00. Judge McSwain works approximately 40 hours a month (\$75.00 an hour). She currently presides over our truancy dockets, performs magistrates for the jail, signs warrants, and other judicial services as needed. Judge McSwain has served the City of Wylie for four years as the Associate Municipal Court Judge.

It is recommended that Judge McSwain continue to provide service to the City as the City of Wylie Municipal Court Associate Judge.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – ASSOCIATE JUDGE

The **City of Wylie, Texas**, a home-rule municipality (“Wylie”), and **Ashley McSwain** (“Contractor”) hereby enter into this Municipal Court Judicial Services Agreement (“Agreement”). Wylie and Contractor are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the City Council of the City of Wylie, Texas (“Wylie”) has established and maintains the Wylie Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 3 of Wylie City Charter; and

WHEREAS, Contractor desires to contract with Wylie to provide such judicial services as an associate judge for the Wylie Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Wylie and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Wylie and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Wylie; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Wylie’s objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor’s professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as an associate judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
 - (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending

attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;

- (f) Performing such other functions within Wylie Municipal Court normally required of a municipal court associate judge; and
- (g) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

The Presiding Judge of the Wylie Municipal Court shall establish the times and days for the court dockets and retains authority to change the same from time to time. Contractor shall perform the Services at the dockets so established and to which he/she may be scheduled. If Contractor is unavailable to complete these Services, it shall be the duty of Contractor to seek an alternative method of fulfilling these duties through another Wylie-appointed Judge.

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.
3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,000.00 per month of work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

No additional compensation shall be due to Contractor for any travel to or from Wylie or for travel to any hearings, trials or other proceedings. Notwithstanding anything to the contrary herein, Wylie shall not be required to pay Contractor if Contractor is in breach of this Agreement.

As an appointed official, Contractor agrees to perform the service required by the position of

presiding judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as presiding judge will often require the performance of necessary services at times and for extended periods other than as scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Wylie about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court associate judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.
7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.

9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.
12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.
13. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return

receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Ashley McSwain
108 S. Jackson Ave. Ste.207
Wylie, Texas 75098
Telephone:469-626-9871

If to Wylie, to: City of Wylie
Attn: City Manager, Brent Parker
300 Country Club Rd
Wylie, Texas
Email: brent.parker@wylietexas.gov

With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054

20. Representations. Each party states that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Wylie; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Wylie and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Wylie and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Wylie for any purpose whatsoever. Contractor shall not be eligible to participate in any benefit program provided by Wylie for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and Social Security obligations, professional fees or dues. Wylie may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Wylie and only to conduct business in accordance with this Agreement.
22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Wylie and Contractor.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, 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
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2024.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on October 16, 2024.

September Rev/Exp Report

Account Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	4,536,561.00	4,536,561.00	408,571.56	4,025,868.31	-510,692.69	11.26 %
Category: 400 - Taxes Total:		4,536,561.00	4,536,561.00	408,571.56	4,025,868.31	-510,692.69	11.26%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	112,000.00	112,000.00	41,611.58	526,632.97	414,632.97	470.21 %
Category: 460 - Interest Income Total:		112,000.00	112,000.00	41,611.58	526,632.97	414,632.97	370.21%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	48,600.00	48,600.00	400.00	31,180.65	-17,419.35	35.84 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	1,250.00	6.44	1,953.52	703.52	156.28 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,655,970.00	2,655,970.00	0.00	-223,384.36	-2,879,354.36	108.41 %
Category: 480 - Miscellaneous Income Total:		2,704,570.00	2,705,820.00	406.44	-190,250.19	-2,896,070.19	107.03%
Revenue Total:		7,353,131.00	7,354,381.00	450,589.58	4,362,251.09	-2,992,129.91	40.69%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	440,500.00	460,570.00	37,041.29	402,406.84	58,163.16	12.63 %
111-5611-51130	OVERTIME	0.00	0.00	0.00	871.40	-871.40	0.00 %
111-5611-51140	LONGEVITY PAY	1,200.00	1,200.00	0.00	1,092.00	108.00	9.00 %
111-5611-51145	SICK LEAVE BUYBACK	0.00	3,943.98	3,943.98	3,943.98	0.00	0.00 %
111-5611-51310	TMRS	68,500.00	72,222.32	6,105.19	59,380.31	12,842.01	17.78 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	81,000.00	81,169.00	5,968.78	61,872.33	19,296.67	23.77 %
111-5611-51420	LONG-TERM DISABILITY	1,600.00	1,714.00	143.27	681.68	1,032.32	60.23 %
111-5611-51440	FICA	27,000.00	28,489.53	2,420.36	23,538.32	4,951.21	17.38 %
111-5611-51450	MEDICARE	6,400.00	6,748.19	566.05	5,504.94	1,243.25	18.42 %
111-5611-51470	WORKERS COMP PREMIUM	2,100.00	2,100.00	0.00	1,137.35	962.65	45.84 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	1,600.00	1,600.00	48.26	720.73	879.27	54.95 %
Category: 510 - Personnel Services Total:		629,900.00	659,757.02	56,237.18	561,149.88	98,607.14	14.95%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	350.89	4,020.77	979.23	19.58 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	0.00	194.70	105.30	35.10 %
111-5611-52810	FOOD SUPPLIES	3,000.00	3,800.00	395.81	3,282.18	517.82	13.63 %
Category: 520 - Supplies Total:		8,300.00	9,100.00	746.70	7,497.65	1,602.35	17.61%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	1,700.00	0.00	325.80	1,374.20	80.84 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	1,702.25	5,302.22	2,347.78	30.69 %
Category: 540 - Materials for Maintenance Total:		10,150.00	9,350.00	1,702.25	5,628.02	3,721.98	39.81%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,929,250.00	1,929,250.00	45,000.00	1,156,000.00	773,250.00	40.08 %
111-5611-56040	SPECIAL SERVICES	37,270.00	37,270.00	252.50	26,022.50	11,247.50	30.18 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	234,500.00	292,956.40	60,303.32	287,146.19	5,810.21	1.98 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTUR	10,324,000.00	10,265,543.60	963,946.38	1,588,972.45	8,676,571.15	84.52 %
111-5611-56080	ADVERTISING	226,125.00	186,125.00	6,479.96	119,101.74	67,023.26	36.01 %
111-5611-56090	COMMUNITY DEVELOPMENT	64,950.00	66,200.00	6,157.41	52,482.72	13,717.28	20.72 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	544.55	5,412.07	2,487.93	31.49 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	24,750.00	2,250.00	8.33 %
111-5611-56210	TRAVEL & TRAINING	73,000.00	73,000.00	7,263.52	64,998.02	8,001.98	10.96 %
111-5611-56250	DUES & SUBSCRIPTIONS	60,733.00	70,733.00	7,161.01	67,936.29	2,796.71	3.95 %
111-5611-56310	INSURANCE	6,800.00	6,800.00	0.00	5,653.11	1,146.89	16.87 %
111-5611-56510	AUDIT & LEGAL SERVICES	23,000.00	53,000.00	0.00	35,295.33	17,704.67	33.41 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56570	ENGINEERING/ARCHITECTURAL	530,175.00	530,175.00	23,780.26	450,022.46	80,152.54	15.12 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	502.75	2,254.90	145.10	6.05 %
Category: 560 - Contractual Services Total:		13,547,103.00	13,548,353.00	1,123,641.66	3,886,047.78	9,662,305.22	71.32%
Category: 570 - Debt Service & Capital Replacement							
111-5611-57410	PRINCIPAL PAYMENT	600,096.00	600,096.00	50,954.28	600,095.69	0.31	0.00 %
111-5611-57415	INTEREST EXPENSE	631,902.00	631,902.00	51,712.19	631,901.95	0.05	0.00 %
Category: 570 - Debt Service & Capital Replacement Total:		1,231,998.00	1,231,998.00	102,666.47	1,231,997.64	0.36	0.00%
Category: 580 - Capital Outlay							
111-5611-58110	LAND-PURCHASE PRICE	1,000,000.00	1,000,000.00	0.00	7,079.00	992,921.00	99.29 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-7,079.00	7,079.00	0.00 %
Category: 580 - Capital Outlay Total:		1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%
Expense Total:		16,427,451.00	16,458,558.02	1,284,994.26	5,692,320.97	10,766,237.05	65.41%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14	85.39%
Report Surplus (Deficit):		-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14	85.39%

Budget Report

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	4,536,561.00	4,536,561.00	408,571.56	4,025,868.31	-510,692.69	11.26%
460 - Interest Income	112,000.00	112,000.00	41,611.58	526,632.97	414,632.97	370.21%
480 - Miscellaneous Income	2,704,570.00	2,705,820.00	406.44	-190,250.19	-2,896,070.19	107.03%
Revenue Total:	7,353,131.00	7,354,381.00	450,589.58	4,362,251.09	-2,992,129.91	40.69%
Expense						
510 - Personnel Services	629,900.00	659,757.02	56,237.18	561,149.88	98,607.14	14.95%
520 - Supplies	8,300.00	9,100.00	746.70	7,497.65	1,602.35	17.61%
540 - Materials for Maintenance	10,150.00	9,350.00	1,702.25	5,628.02	3,721.98	39.81%
560 - Contractual Services	13,547,103.00	13,548,353.00	1,123,641.66	3,886,047.78	9,662,305.22	71.32%
570 - Debt Service & Capital Replacement	1,231,998.00	1,231,998.00	102,666.47	1,231,997.64	0.36	0.00%
580 - Capital Outlay	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00%
Expense Total:	16,427,451.00	16,458,558.02	1,284,994.26	5,692,320.97	10,766,237.05	65.41%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14	85.39%
Report Surplus (Deficit):	-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14	85.39%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CC	-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14
Report Surplus (Deficit):	-9,074,320.00	-9,104,177.02	-834,404.68	-1,330,069.88	7,774,107.14

Wylie Economic Development Corporation
Statement of Net Position
As of September 30, 2024

Assets

Cash and cash equivalents	\$ 13,408,668.84	
Receivables	\$ 717,000.00	Note 1
Inventories	\$ 14,645,353.88	
Prepaid Items	\$ -	
Total Assets	\$ 28,771,022.72	

Deferred Outflows of Resources

Pensions	\$ 114,336.55
Total deferred outflows of resources	\$ 114,336.55

Liabilities

Accounts Payable and other current liabilities	\$ 696,811.56	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 61,115.31	Note 3
Due in more than one year	\$ 15,136,816.48	
Total Liabilities	\$ 15,895,943.35	

Deferred Inflows of Resources

Pensions	\$ (8,336.41)
Total deferred inflows of resources	\$ (8,336.41)

Net Position

Net investment in capital assets	\$ -
Unrestricted	\$ 12,981,079.51
Total Net Position	\$ 12,981,079.51

Note 1: Includes incentives in the form of forgivable loans for \$67,000 (Glen Echo), \$450,000 (Phoenix Ascending), and \$200,000 (MLKJ)

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$32,301

Balance Sheet

Account Summary

As Of 09/30/2024

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	13,406,668.84
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	717,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	14,645,353.88
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	1,110,500.00
Total Assets:		29,881,522.72
		<u>29,881,522.72</u>
Liability		
111-2000-20110	FEDERAL INCOME TAX PAYABLE	72.84
111-2000-20111	MEDICARE PAYABLE	28.44
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	5,636.20
111-2000-20117	TMRS PAYABLE	8,862.37
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	121.62
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	10,162.26
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20133	Unemployment Comp Payable	130.71
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	92.32
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	565,297.89
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	1,110,500.00
111-2000-20610	RETAINAGE PAYABLE	106,394.91

Balance Sheet

As Of 09/30/2024

Account	Name	Balance
111-2000-20810	DUE TO GENERAL FUND	0.00
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		1,808,511.56

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	29,403,081.04
Total Beginning Equity:		29,403,081.04
Total Revenue		4,362,251.09
Total Expense		5,692,320.97
Revenues Over/Under Expenses		-1,330,069.88
Total Equity and Current Surplus (Deficit):		28,073,011.16
Total Liabilities, Equity and Current Surplus (Deficit):		<u>29,881,522.72</u>

Balance Sheet

As Of 09/30/2024

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
	Total Assets:	0.00
		0.00
Liability		
922-2000-28248	GOVCAP LOAN/SERIES 2022	7,556,077.29
	Total Liability:	7,556,077.29
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	7,556,077.29
	*** FUND 922 OUT OF BALANCE ***	-7,556,077.29

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing

Wylie Economic Development Corporation

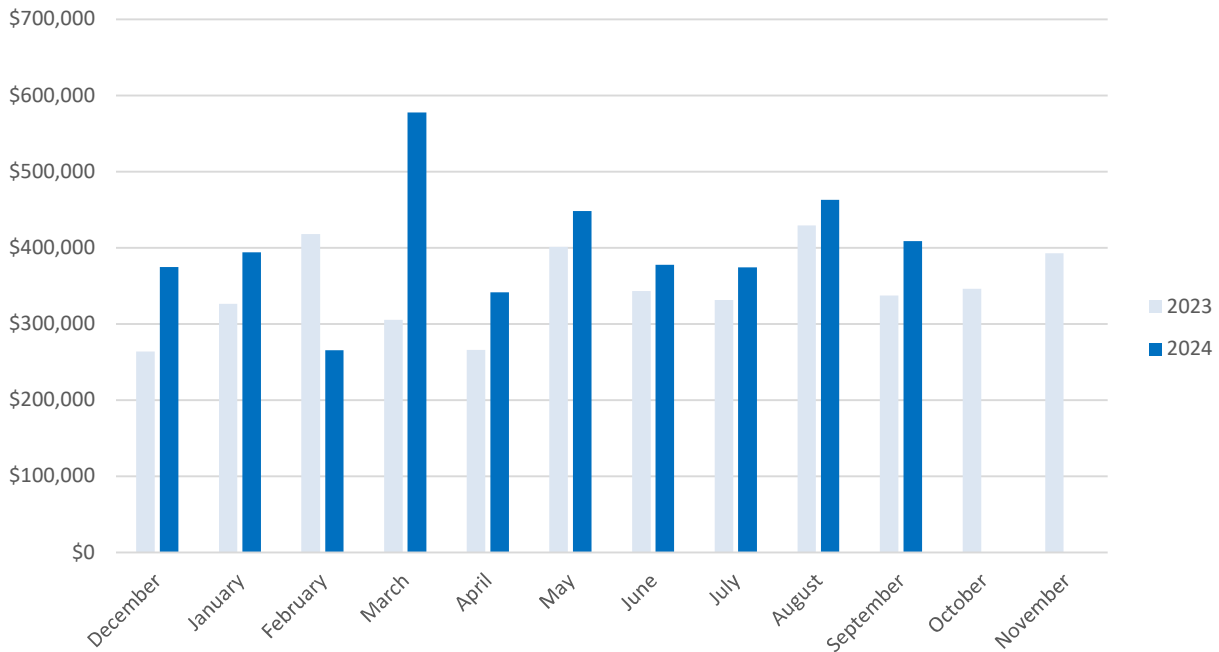
SALES TAX REPORT

September 30, 2024

BUDGETED YEAR

MONTH	FY 2021	FY 2022	FY 2023	FY 2024	DIFF 23 vs. 24	% DIFF 23 vs. 24
DECEMBER	\$ 235,381.33	\$ 263,577.66	\$ 338,726.54	\$ 374,686.38	\$ 35,959.83	10.62%
JANUARY	\$ 262,263.52	\$ 326,207.92	\$ 368,377.73	\$ 393,994.39	\$ 25,616.67	6.95%
FEBRUARY	\$ 456,571.35	\$ 417,896.79	\$ 480,381.11	\$ 265,491.94	\$ (214,889.17)	-44.73%
MARCH	\$ 257,187.91	\$ 305,605.50	\$ 313,686.17	\$ 577,757.71	\$ 264,071.54	84.18%
APRIL	\$ 221,881.55	\$ 265,773.80	\$ 310,050.94	\$ 341,335.06	\$ 31,284.12	10.09%
MAY	\$ 400,371.70	\$ 401,180.20	\$ 434,878.33	\$ 448,671.55	\$ 13,793.21	3.17%
JUNE	\$ 290,586.92	\$ 343,371.26	\$ 330,236.89	\$ 377,949.25	\$ 47,712.37	14.45%
JULY	\$ 314,559.10	\$ 331,432.86	\$ 379,162.00	\$ 374,225.20	\$ (4,936.80)	-1.30%
AUGUST	\$ 390,790.76	\$ 429,696.16	\$ 448,253.70	\$ 463,185.29	\$ 14,931.59	3.33%
SEPTEMBER	\$ 307,681.15	\$ 337,512.61	\$ 371,880.65	\$ 408,571.56	\$ 36,690.91	9.87%
OCTOBER	\$ 326,382.38	\$ 346,236.36	\$ 377,466.67	\$ -		
NOVEMBER	\$ 411,813.32	\$ 392,790.84	\$ 458,694.91	\$ -		
Sub-Total	\$ 3,875,470.98	\$ 4,161,281.96	\$ 4,611,795.64	\$ 4,025,868.31	\$ 250,234.26	9.66%
Total	\$ 3,875,470.98	\$ 4,161,281.96	\$ 4,611,795.64	\$ 4,025,868.31	\$ 250,234.26	9.66%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: September SlsTx Revenue is actually July SlsTx and is therefore the 10th allocation in FY24.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

September 30, 2024

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
LUV-ROS	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	A
AMERICAN ENTITLEMENTS II	\$ 35,000.00	\$ 23,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 35,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 120,000.00	
AXL	\$ 65,000.00	\$ 9,250.00	\$ 9,250.00	\$ -	\$ -	\$ -	\$ 9,250.00	\$ 46,500.00	\$ 65,000.00	
GLEN ECHO BREWING	\$ 100,000.00	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 100,000.00	B
MLKJ	\$ 80,000.00	\$ -	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 80,000.00	\$ -	\$ 80,000.00	C
CLF II LI WYLIE (LOVETT)	\$ 1,300,000.00	\$ 650,000.00	\$ 650,000.00	\$ -	\$ -	\$ -	\$ 650,000.00	\$ -	\$ 1,300,000.00	
DEANAN/DANK	\$ 30,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 30,000.00	
FIREWATER	\$ 300,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ 300,000.00	
PHOENIX ASCENDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	D
SANDEN INTERNATIONAL	\$ 500,000.00	\$ 300,000.00	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ 500,000.00	
CATES CONTROL SYSTEMS INC.	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	
	\$ 2,585,000.00	\$ 1,212,250.00	\$ 941,250.00	\$ 60,000.00	\$ -	\$ -	\$ 1,001,250.00	\$ 371,500.00	\$ 2,585,000.00	
							Deferred Outflow	\$ 1,110,500.00		

A. Performance Agreement (\$10,000) and Forgivable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2022, 2023, & 2024.

B. Performance Agreement (\$100,000) and Forgivable Land Grant (\$100,000 forgiven over 3 years). \$33,000 CO, \$33,000 in 2025, and \$34,000 in 2026.

C. Performance Agreement (\$80,000) and Forgivable Land Grant (\$200,000 forgiven over 3 years). \$50,000 CO & \$50,000/year in 2025, 2026, & 2027.

D. Forgivable Land Grant (\$450,000 forgiven over 4 years). \$112,500 CO & \$112,500/year in 2026, 2027, & 2028.



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2024.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

September 30, 2024

Preliminary

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2023-2024	CURRENT MONTH ACTUAL 2023-2024	YTD ACTUAL 2023-2024	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	39,807,333	832,688	38,732,228	97.30%	A
FRANCHISE FEES	2,953,146	34,155	2,612,483	88.46%	B
LICENSES AND PERMITS	1,275,000	94,188	1,017,411	79.80%	C
INTERGOVERNMENTAL REV.	2,615,790	33,112	2,913,096	111.37%	
SERVICE FEES	4,343,203	398,105	4,566,096	105.13%	D
COURT FEES	340,000	24,911	342,380	100.70%	
INTEREST INCOME	1,526,221	94,467	1,452,289	95.16%	E
MISCELLANEOUS INCOME	278,974	35,021	170,103	60.97%	
OTHER FINANCING SOURCES	2,646,411	78,661	2,820,521	106.58%	F
REVENUES	55,786,078	1,625,309	54,626,607	97.92%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,914,392	NA	NA	NA	G
TOTAL REVENUES	57,700,470	1,625,309	54,626,607	94.67%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	96,263	9,078	55,429	57.58%	
CITY MANAGER	1,415,470	120,641	1,306,067	92.27%	
CITY SECRETARY	475,498	33,735	431,265	90.70%	
CITY ATTORNEY	320,000	23,825	229,203	71.63%	H
FINANCE	1,468,291	84,268	1,359,412	92.58%	
FACILITIES	1,088,538	119,625	984,129	90.41%	
MUNICIPAL COURT	670,643	49,468	605,419	90.27%	
HUMAN RESOURCES	959,346	55,977	903,810	94.21%	
PURCHASING	365,626	26,271	339,852	92.95%	
INFORMATION TECHNOLOGY	2,290,645	219,724	2,168,697	94.68%	
POLICE	14,723,658	1,427,195	14,455,878	98.18%	
FIRE	16,999,067	1,361,036	15,050,756	88.54%	
EMERGENCY COMMUNICATIONS	2,666,998	446,391	2,327,336	87.26%	
ANIMAL CONTROL	1,611,165	91,168	664,749	41.26%	I
PLANNING	398,033	32,120	353,562	88.83%	
BUILDING INSPECTION	583,423	35,797	490,010	83.99%	
CODE ENFORCEMENT	233,061	15,964	188,675	80.96%	
STREETS	4,282,884	445,264	3,381,544	78.95%	
PARKS	3,059,331	244,954	2,551,847	83.41%	
LIBRARY	2,429,934	215,685	2,298,720	94.60%	
COMBINED SERVICES	6,669,169	1,548,982	5,881,507	88.19%	
TOTAL EXPENDITURES	62,807,043	6,607,168	56,027,867	89.21%	J
REVENUES OVER/(UNDER) EXPENDITURES	-5,106,573	-4,981,860	-1,401,259	5.47%	
A. Property Tax Collections for FY23-24 as of September 30, 2024 are 99.72%, in comparison to FY22-23 for the same time period of 99.55%. Sales tax is on a 2 month lag and only ten months have been received. Sales Tax is up 6.63% compared to same time period in previous year.					
B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority. Have not received last quarterly payment.					
C. Building Permits are down 33% from FY 2023-24. Commercial permit fees are down due to a decrease in the size of the new commercial buildings.					
D. Service Fees: Trash fees are on a one month lag and eleven months have been received. Trash revenue is 9% over budget with one month remaining. The remaining fees are from other seasonal fees.					
E. Interest Rates have remained relatively flat over the last year.					
F. Yearly transfer from Utility Fund and insurance recoveries.					
G. Largest Carry Forward items: \$150,000 for PW/Community Services Software, \$288,000 for police and streets vehicles, \$338,840 for ambulance, \$119,102 for APX Mobile Radios, \$600,000 for Woodbridge/Hensley Traffic Signal.					
H. Expected attorney fees have not all been expensed yet.					
I. \$800,000 remodel has not been expensed. Money is encumbered at this time.					
J. \$2 million of budgeted expense was carried forward to FY 2024-25. This includes the \$800,000 from the animal shelter remodel.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

September 30, 2024

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2023-2024	CURRENT MONTH ACTUAL 2023-2024	YTD ACTUAL 2023-2024	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	29,434,997	3,668,027	28,201,297	95.81%	K
INTEREST INCOME	719,896	111,210	1,270,033	176.42%	L
MISCELLANEOUS INCOME	70,000	4,748	137,323	196.18%	
OTHER FINANCING SOURCES				0.00%	
REVENUES	30,224,893	3,783,985	29,608,653	97.96%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	1,449,523	NA	NA	NA	M
TOTAL REVENUES	31,674,416	NA	29,608,653	93.48%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	676,207	77,774	529,715	78.34%	
UTILITIES - WATER	3,991,099	281,875	2,874,948	72.03%	
CITY ENGINEER	1,454,133	85,070	1,059,293	72.85%	
UTILITIES - SEWER	1,624,586	125,208	1,347,292	82.93%	
UTILITY BILLING	1,584,910	102,362	1,191,223	75.16%	
COMBINED SERVICES	20,218,615	1,880,803	19,659,107	97.23%	
TOTAL EXPENDITURES	29,549,550	2,553,092	26,661,578	90.23%	N
REVENUES OVER/(UNDER) EXPENDITURES	2,124,865	1,230,893	2,947,075	3.25%	
K. Most Utility Fund Revenue is on a one month lag and eleven months have been received.					
L. Interest Rates have remained relatively flat over the last year. Fund Balance has increased.					
M. Largest Carry Forward items: PW/Community Services Software \$135,730, Lead and Copper Revision \$150,964, Water Pump Station Backup Generators \$736,937 and Dogwood Drive Waterline Replacement \$100,000.					
N. \$341 thousand of budgeted expense was carried forward to FY 2024-25.					



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2024.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2023-2024 Investment Report

September 30, 2024

Money Market Accounts:

Certificates of Deposit:

Treasury Bills:

Treasury Notes:

Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$17,114,995.60	MMA	5.1637%	Texpool	12/31/2006	NA
2	\$17,709,039.44	MMA	5.1324%	TexStar	3/15/2011	NA
	\$34,824,035.04					

Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

5.1478%
1.00

Money Markets:
Certificates of Deposits:

\$34,824,035.04
\$0.00
\$34,824,035.04



Melissa Burton 10-9-24
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being a Replat of Lots 1 and 2 , Block E of Regency Business Park Addition Phase 2, creating Lot 1R, Block E of Regency Business Park Addition Phase 2 on 0.5291 acres, located at 2812-2814 Exchange Street.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Wylie Peace Center Inc

APPLICANT: GeoNav

The applicant has submitted a Replat to create Lot 1R, Block E of Regency Business Park Addition Phase 2 by combining Lots 1 and 2, Block E of Regency Business Park Addition Phase 2. The property is located at 2812-2814 Exchange Street and is zoned Light Industrial (LI). The original plat for the subdivision of Regency Business Park Addition was recorded in 1987.

The purpose of the Replat is to combine two lots to allow for the development of a house of worship that will use the existing structure on the current Lot 2. The proposed use is allowed by right with the current zoning of Light Industrial (LI).

This plat is dedicating a 24' fire lane and access easement with access from Exchange Street. Visibility triangle easements are also provided for the entrance from Exchange Street.

The Site Plan for the development was approved by the P&Z Commission in October 2024.

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

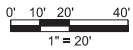
The City Council must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Government Code.

P&Z Recommendation

The P&Z Commission voted 7-0 to recommend approval.

NOTICE: Setting a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE	RADIUS	DELTA	LENGTH
L1	N 0° 0' 0" W	94.37	C1	N 18° 14' 23" W	17.53	28.00	L	36° 28' 47" 17.83
L2	N 89° 24' 58" E	34.32	C2	S 16° 42' 57" W	16.11	28.00	L	33° 29' 54" 16.34
L3	S 0° 0' 0" E	56.34						
L4	N 90° 0' 0" W	24.00						



- SURVEYOR'S NOTES:
1. Bearing system for this survey based on the Texas Coordinate System of 1983, North Central Zone (4202).
 2. This survey was prepared without the benefit of a Title Commitment.
 3. Based upon graphical plotting the subject property is located within Zone "X" (unshaded), being defined as those areas determined to be outside the 0.2% annual chance floodplain, as delineated on Flood Insurance Rate Map, Number 46085C0151, dated June 02, 2009.
 4. The purpose of this plat is to combine two lots into a single lot.
 5. No appurtenance between the height of 2' to 9' may be placed in the visibility triangles.

STATE OF TEXAS, §
COUNTY OF COLLIN §

WHEREAS, WYLLIE PEACE CENTER, INC. is the Owner of a tract of land situated in the William Schae Survey, Abstract Number 855, City of Wylie, Collin County, Texas, and being at of Lots 1 and 2, Block E of Regency Business park, Phase 2, as recorded in Cabinet G, Page 92 of the Plat Records of Collin County, Texas and being all of that tract of land described in deed to Wylie Peace Center, Inc., as record in Instrument Number 202300049681 of the Official Public records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the north end of a corner clip at the intersection of the East right-of-way line of Regency Drive (a 60-foot wide right-of-way) with the south right-of-way line of Exchange Street (a 60-foot wide right-of-way, said corner being on the north line of said Lot 1;

THENCE North 89 degrees 24 minutes 58 seconds East, along the common said south right-of-way line and the north lines of said Lots 1 and 2, a distance of 118.04 feet to a point for corner from which a 1/2-inch iron rod found for witness bears North 58 degrees 27 minutes 33 seconds West, a distance of 0.71 feet, said corner being the common northeast corner of said Lot 2 and the northwest corner of Lot 3 of said Block E;

THENCE South 00 degrees 35 minutes 02 seconds East, along the common east line of said Lot 2 and west line of said Lot 3, a distance of 113.00 feet to 1/2-inch iron rod with a yellow plastic cap stamped GEONAV (hereinafter referred to as "with cap") set for the common southeast corner of said Lot 2 and southwest corner of said Lot 3, said corner being on the north right-of-way line of Hensley Lane (a 60-foot wide right-of-way);

THENCE South 89 degrees 24 minutes 58 seconds West, along the common south line of said Lot 2 and 1 and said north right-of-way line, a distance of 205.30 feet to a 1/2-inch iron rod with cap set for the southwest corner of said Lot 1, said corner being in an intersection of said north right-of-way line with the aforementioned east right-of-way line of Regency Drive,

THENCE North 00 degrees 15 minutes 06 seconds West, along the common west line of said Lot 1 and said east right-of-way line, a distance of 90.00 feet to a 1/2-inch iron rod with cap set for the south end of the aforementioned corner clip;

THENCE North 44 degrees 34 minutes 56 seconds East, along said corner clip, a distance of 21.28 feet to the POINT OF BEGINNING AND CONTAINING 23,049 square feet or 0.5291 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WYLLIE PEACE CENTER, INC., acting herein by and through his (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as LOT 1R, BLOCK E, REGENCY BUSINESS PARK, PHASE 2, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, right-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities dealing to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

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

WITNESS, my hand, this ___ day of _____, 20__.

WYLLIE PEACE CENTER, INC.

BY:

Authorized Signature of Owner _____

Printed Name and Title _____

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ___ day of _____, 20__.

City Secretary

Notary Public In and for the State of Texas:

My Commission Expires On: _____

Surveyor's Certificate:

KNOW ALL MEN BY THESE PRESENTS:

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

Signature of Registered Public Land Surveyor
Registration No. 6267

STATE OF TEXAS §
COUNTY OF Dallas §

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

Given under my hand and seal of office, this ___ day of _____, 20__.

Notary Public in and for the State of Texas

My Commission Expires On: _____



LEGEND

O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
SQ.FT.	SQUARE FEET
VOL.	VOLUME
R.O.W.	RIGHT OF WAY
P.G.	PAGE
INST.	INSTRUMENT
NO.	NUMBER

3410 MIDCOURT RD, SUITE 110 CARROLLTON, TEXAS 75006
SCALE 1"=20' (9/2) 843-2409 PROJECT NUMBER: 3240
TBL'S FRM NO. 1019-020

OWNER:
WYLLIE PEACE CENTER, INC.
3107 AMBER WAVES LANE
WYLLIE, TX 75098

DATED: SEPTEMBER 23, 2024 DRAWN BY: LEO

FINAL PLAT
OF THE
REGENCY BUSINESS
PARK ADDITION, PHASE 2
BLOCK E, LOT 1R,
BEING A REPLAT OF
BLOCK E, LOTS 1 AND 2
OF THE
REGENCY BUSINESS
PARK ADDITION, PHASE 2
AS RECORDED IN
CABINET G, PAGE 92
OF
THE PLAT RECORDS
OF
COLLIN COUNTY, TEXAS
SITUATED IN THE
WILLIAM SCHAE SURVEY, ABSTRACT NO. 855
CITY OF WYLLIE, COLLIN COUNTY, TEXAS



Wylie City Council

AGENDA REPORT

Department: Planning

Account Code: _____

Prepared By: Jasen Haskins

Subject

Consider, and act upon, Ordinance No. 2024-36 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.483 acres to allow for a drive-through restaurant use. Property located at 902 W. FM 544 (ZC 2024-03).

Recommendation

Motion to approve the Item as presented.

Discussion

On October 8, 2024 City Council approved the writing of an ordinance for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.483 acres to allow for a drive-through restaurant use. Property located at 902 W. FM 544 (ZC 2024-03).

Final approval of Zoning Case 2024-03 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2024-03, FROM COMMERCIAL CORRIDOR (CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP) ON 1.483 ACRES TO ALLOW FOR A DRIVE-THROUGH RESTAURANT USE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Commercial Corridor - Special Use Permit (CC-SUP), said property being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

SECTION 2: That a Zoning Exhibit and SUP Conditions are an integral component of the development of the property and are attached as Exhibit B and Exhibit C.

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

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

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

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

whole.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 22nd day of October, 2024.

Matthew Porter, Mayor

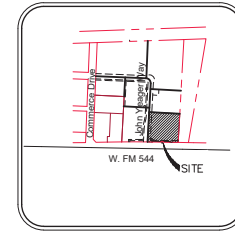
ATTEST:

Stephanie Storm, City Secretary

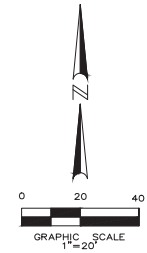
Date of Publication: October 31, 2024, in The Wylie News

Exhibit A
Legal Description

Being 1.483 acres, all of Lot 2 Block A, of the 544 Gateway Addition of the City of Wylie, Texas.



Vicinity Map



Description:	Lot 2		
	Lone Star Crossing Addition		
Existing Zoning:	PD		
Proposed Use:	Retail/Restaurant		
Lot Area:	1,483 Acres (64,617 sf)		
Building Areas:	10,002 sf		
Lot Coverage:	15.48%		
Floor Area Ratio:	0.15 : 1		
Building Height:	1-Story (26'-6" to Parapet, 24'-2" to Eave of gabled roof.)		
Required Parking:	Restaurant 1	1:150 (2,000/150)	= 14 Spcs.
	Retail 1	1:400 (1,200/400)	= 3 Spcs.
	Restaurant 2	1:150 (3,000/150)	= 20 Spcs.
	Retail 2	1:400 (3,800/400)	= 10 Spcs.

Parking Provided Total: 56 Parking Spaces (3 Accessible Spaces)

3. Survey information reflected provided by Wylie EDC, produced by Roome Land Surveying, Inc. A new topographic and boundary survey is to be produced after construction of the infrastructure for the overall development.

ID Studio 4
6201 Campus Circle Dr E
Irving, Texas 75063
Phone (972) 870-1288
Contact: Todd Banaszynski

Scale: 1" = 20'

File Name: Site Plan

Date: 5/06/2024

Project No.: 24001



PLANT MATERIAL SCHEDULE					
SYM.	KEY	QUANT.	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS
TREES					
	CE	6	CEDAR ELM	Ulmus crassifolia	65 gal. container, 3" cal., 8' tall
	LO	2	LIVE OAK	Quercus virginiana	65 gal. container, 3" cal., 8' tall
	MWO	6	MEXICAN WHITE OAK	Quercus polymorpha	65 gal. container, 3" cal., 8' tall
	MS	4	MEXICAN SYCAMORE	Platanus mexicana	65 gal. container, 3" cal., 8' tall
SHRUBS					
⊗	DBH		DWARF BURFORD HOLLY	Ilex cornuta "Burford nano"	5 gallon, 36" on center.
⊗	DTS		DWARF TEXAS SAGE	Leucophyllum frutescens "Silverado"	5 gallon, 36" on center.
⊗	KA		KALIDOSCOPE ABELIA	Abelia sp. "Kaldioscope"	5 gallon, 36" on center.
⊗	RY		RED YUCCA	Yucca rostrata "Red"	5 gallon, 42" on center.
PERENNIAL GRASSES, BEDDING PLANTS AND FLOWERING ANNUALS					
⊗	DPG		DWARF PAMPAS GRASS	Cortaderia pumila	5 gallon, 42" on center.
⊗	LMG		LINDHEIMER'S MUHLY GRASS	Muhlenbergia lindheimeri	3 gallon, 36" on center.
⊗	HDFG		HAMEL'S DWARF FOUNTAIN GRASS	Pennisetum doopceoides	1 gallon, 24" on center.
⊗	LAN		LANTANA	Lantana sp.	3 gallon, 30" on center.
⊗	GL		GIANT URUPE	Urolophora glauca	1 gallon, 18" on center.
TWIG GRASS					
⊗	BG		BERMUDA GRASS	Cynodon dactylon	solid sod

WASHED RIVER ROCK - "WR" - 1"-1 1/2" dia
4" thick over weed barrier fabric.

1. ALL LANDSCAPE REQUIREMENTS AND UNDERGROUND IRRIGATION SYSTEM WILL CONFORM TO THE LOCAL CITY ORDINANCE AND DESIGN STANDARDS AND ANY REQUIREMENTS OF THE STATE, IF APPLICABLE.
2. NO PLANT MATERIAL SHALL BE PLANTED UNTIL THE LANDSCAPE IRRIGATION SYSTEM HAS BEEN INSTALLED AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREAS.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURES FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, CABLES, STRUCTURES, AND LINE RUNS.
4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES BASED ON THE DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DISCREPANCIES OR OMISSIONS. THE CONTRACTOR SHALL NOT BE PROVIDED AS A CONVEYANCE ONLY TO THE OWNER(S) AND SHALL NOT BE HELD RESPONSIBLE FOR ANY DISCREPANCIES OR OMISSIONS.
5. NOTIFY THE OWNER OF ANY DISCREPANCIES THAT ARISE DURING THE CONSTRUCTION PERIOD. FAILURE TO MAKE SUCH DISCREPANCIES KNOWN TO OWNER WILL RESULT IN THE CONTRACTOR'S LIABILITY TO REDD WORK AS NECESSARY TO ACHIEVE THE DESIGN INTENT.
6. PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT THE PROJECT SITE ON ADJACENT PROPERTIES. EXISTING TREES INDICATED TO BE REMOVED SHALL BE REMOVED PRIOR TO DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AND RESTORED TO ORIGINAL OR BETTER CONDITION INCLUDING: PAVEMENTS, LANDSCAPE AREAS, IRRIGATION AND LIGHTING.
7. PROVIDE MEASURES TO AVOID TO PREVENT EROSION AND DISCHARGE OF SOIL - HEAVY RUNOFF FROM THE PROJECT SITE TO ADJACENT PROPERTIES, SIDEWALKS, STREETS, AND OTHER PAVED SURFACES.
8. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
9. NOTIFY THE LANDSCAPE ARCHITECT IF LAYOUT OF TREES, BEDS AND/OR PLANTS REQUIRE ALTERATION FROM THE LANDSCAPE PLAN. NOTIFICATION WILL BE REQUIRED TO ALLOW FOR ADJUSTMENTS TO THE DESIGN.
10. TREES SHALL BE HANDLED BY ROOT BALLS ONLY. DO NOT DAMAGE BARK, TRUNK, OR LOOSEN TRUNK FROM BARK. TRUNKS ARE TO BE PLANTED STRAIGHT AND MUST BE REQUIRED TO BE PLANTED STRAIGHT AND NOT TO BE STAKED.
11. WHERE NEWLY PLANTED TREES ARE NOT ABLE TO STAND ON THEIR OWN, TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM. THE SYSTEM SHALL SECURELY ANCHOR THE ROOT BALL, WHILE ALLOWING THE TRUNK TO MOVE DOWN TO BE STAKED TO THE TRUNK. THE STAKING SYSTEMS AND METHODS THAT PENETRATE OR DAMAGE THE ROOT BALL ABOVE GRADE, INCLUDING STAKES SUCH AS METAL OR WIRE, SHALL BE REMOVED FROM THE TREE TRUNK SHALL NOT BE ALLOWED TO REMAIN AUTHORIZED BY THE LANDSCAPE ARCHITECT.
12. TREES SHALL BE PLANTED WITH STRAIGHT TRUNKS AND MATCHING CHARACTER AND BRANCHING STRUCTURE.
13. ALL TREE LOCATIONS SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
14. ALL PLANT MATERIAL SHALL BE SUBJECT FOR REVIEW AND APPROVAL BY OWNER PRIOR TO PLANTING.
15. PROVIDE POSITIVE DRAINAGE THROUGHOUT THE PROJECT AREA, NO PONDING OR STANDING WATER IS ACCEPTABLE.
16. ALL PLANTING SHALL BE COMPLETED WITHIN 2% SLOPE AWAY FROM ALL BUILDINGS.
17. AT NO TIME WILL ANY PLANT MATERIAL BE ALLOWED TO SETTLE BEYOND THE TOP OF THE ROOT FLARE OR POTTED SOIL LINE. SHOULD PLANT MATERIAL SETTLE BEYOND THE TOP OF THE ROOT FLARE OR POTTED SOIL HEIGHT AND/OR REPLACED IF NECESSARY AT THE CONTRACTOR'S COST.
18. ALL PROPOSED BED AREAS SHALL BE FILLED TO A DEPTH OF SIX INCHES (6"). SHOULD THERE BE ANY BEDS WITH A DEPTH OF SIX INCHES (6") OR LESS, THE PROCESS, THE LEVEL OF THE BED AREAS SHOULD BE LEFT THREE INCHES (3") DEEPER. BEDS SHOULD BE FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
19. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING 1/8" X 4" POLYETHYLENE SHEET. THE SHEET SHALL BE LAPPED TOGETHER USING 2" RADIUS OR 45 DEGREE ANGLE TO ELIMINATE SHARP EDGES. HAND FILING SHALL BE REQUIRED TO BE USED TO ACHIEVE THE 45 DEGREE ANGLE.
20. TRIM SLEET EDGING AT A 45 DEGREE ANGLE WHEN EDGING INTERSECTS WITH A WALK OR CURB. DO NOT INSTALL EDGING ALONG CURBS OR WALKS.
21. ALL LANDSCAPE BEDS, NOT COVERED WITH AGGREGATE, SHALL RECEIVE A FOUR INCH (4") TOP DRESS LAYER OF SHREDED AGGREGATE MULCH. ALL WALKS, TREES, NOT COVERED WITH AGGREGATE, SHALL RECEIVE A THREE INCH (3") TOP DRESS LAYER OF SHREDED AGGREGATE MULCH. DO NOT COVER MULCH WITH SOIL.
22. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
23. ALL MULCH SHALL BE CLEAN OF DEBRIS AND BAKED (BREADED) SMOOTH TO HYDROPHOBIC OR 500 INSTANTANTLY, LANDSCAPE CONTRACTOR TO RECEIVE GRADE WITHIN APPROX. 1/10TH OF FINAL GRADE.
24. OWNER PROVIDES THE WATER SUPPLY AND SERVICE FOR THE IRRIGATION SYSTEM, WHICH INCLUDES A HARDWARE OF 110 VOLTS AT MINIMUM FOR THE IRRIGATION SYSTEM.
25. ALL LANDSCAPING LOCATED WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY TRIANGLE REQUIREMENTS AS PER THE CITY STANDARDS.
26. ALL LIGHT POLES WILL NOT BE SHOWN ON THE PROJECT SITE OR ADJACENT PROPERTIES AND PROPOSED LIGHT POLES SHALL BE LOCATED AT THE INTERSECTION OF THE PROJECT SITE AND ADJACENT PROPERTY OR STREET OR UTILITY POLE. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT TO DETERMINE OPTIONS, PRIOR TO PLANTING.
27. ALL PLANTING SHALL BE IN ACCORDANCE TO MICHIGAN ASSOCIATION OF NURSERMEN AND TEXAS ASSOCIATION OF NURSERMEN STANDARDS.
28. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REUSE ANY LANDSCAPE MATERIAL ON SITE.

ZONING: PD
LOT AREA: 64,617 SF = 1.483 AC

REQ'D US AREA = 20% = 12,924 SF
PROVIDED US AREA: 19.1% = 12,354 SF

LANDSCAPING PROVIDED IN FRONT,
SIDE AND REAR YARDS.

STREET FRONTAGE LANDSCAPING:
50% OF FRONT YARD=10' BUFFER, W/
TREES AT 30-40' SPACING REQ'D.

262'/40' = 6.5 TREES REQ'D.
7 - 3" TREES PROVIDED.

PARKING LOT LANDSCAPING:
50 SF OF L/S FOR 12+ SPACES.
60 SF X 50 SF = 3,000 SF REQ'D.
4,312 SF W/ 11.8 SF PROVIDED
ALL SPACES WITHIN 60 FT. OF A TREE.

FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND ARE NOT
INTENDED FOR REGULATORY
PERMITTING, BIDDING, OR
CONSTRUCTION PURPOSES.

DON C. WHEELER - TEXAS
LANDSCAPE ARCHITECT # 767

08/26/24

D.C.W.L.A. PROJECT NO:
2k24-06

ALBERT RETAIL - WYLIE 4

CITY OF WYLIE, COLLIN COUNTY, TEXAS

LANDSCAPE PLAN

[illegible]



5.06.24

**Albert Retail
Shell Building Lot 2**

Commerce & FM 544 (Kirby Lane)
Wylie, TX

14114 Dallas Pkwy, Suite 670
Dallas, TX 75254

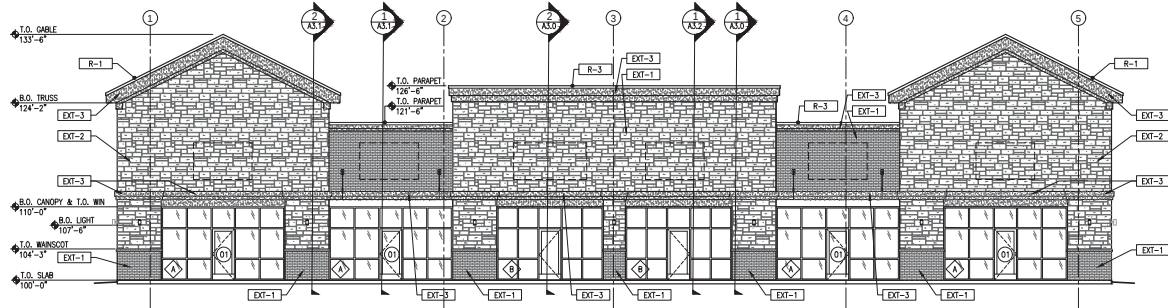
[illegible][illegible]

EXTERIOR ELEVATIONS

SHEET NUMBER:

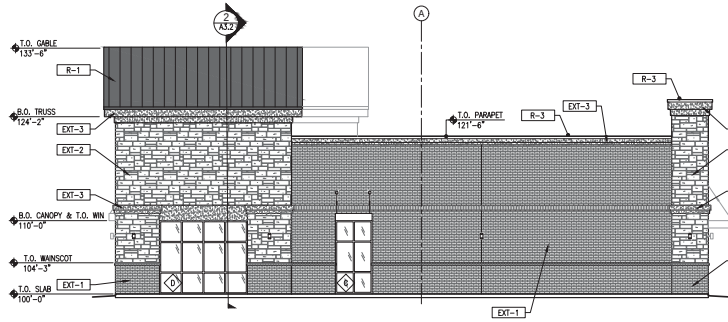
A2.0

CAE22006



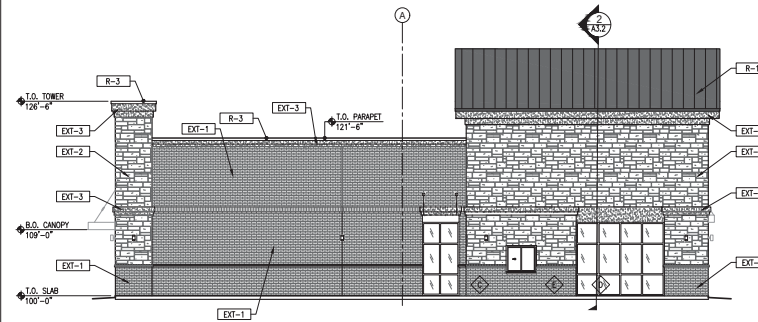
SOUTH ELEVATION
1/8"=1'-0"

1



EAST ELEVATION
1/8"=1'-0"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----



WEST ELEVATION
1/8"=1'-0"

6.9



EXT-1



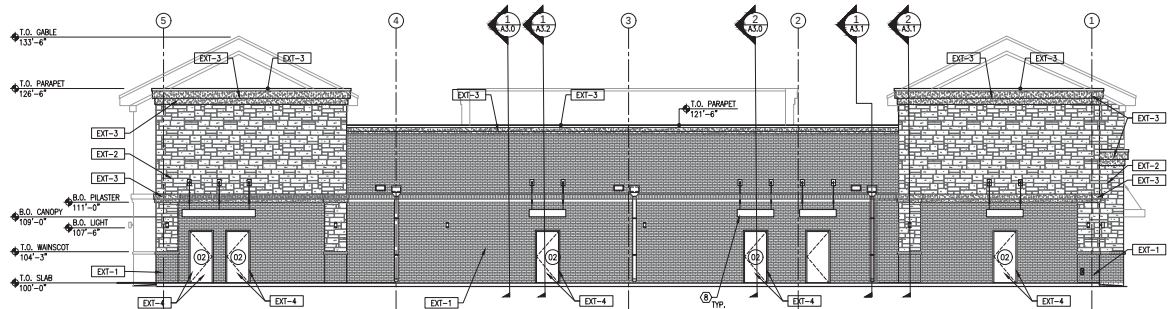
EXT-2



EXT-3



EXT-4



NORTH ELEVATION
1/8"=1'-0"

4

EXHIBIT “C”

**Conditions For Special Use Permit
Albert Retail 4
Lot 2 Block A of 544 Gateway Addition
2024-03**

I. PURPOSE:

This Special Use Permit shall be established to provide Commercial use, including restaurant w/ drive thru to support the economic growth within the region.

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Code of Ordinance except as specifically provided herein.
2. This Special Use Permit shall not affect any regulations of the Commercial Corridor District (CC) set forth in Article 4, Section 4.1 of the Comprehensive Zoning Ordinance (adopted as of June 2023)

III. SPECIAL CONDITIONS:

1. All allowed uses in the Commercial Corridor District (CC) set forth in Article 5 of the Comprehensive Zoning Ordinance (adopted as of June 2023), in addition to those listed in this paragraph shall be allowed by-right uses.
 - a. Restaurant with Drive in or Drive-Through Service.
2. The Zoning Exhibit (Exhibit C) shall serve as the Site Plan for the above uses. Approval of the SUP shall act as site plan approval
 - a. 19% percent landscaping shall be provided in lieu of 20%.



Wylie City Council

AGENDA REPORT

Department: Customer Service

Account Code: _____

Prepared By: Orie Lealan

Subject

Consider, and act upon, Ordinance No. 2024-37 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 98 (Solid Waste), Article II (Collection and Disposal), Division 1 (Generally), Section 98-21(a) (Residential collection—Regulations); providing for a penalty for the violations of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

Recommendation

Motion to approve the Item as presented.

Discussion

Amending Section 98-21(a) (Residential collection—Regulations) to remove the word Brush from the statement. The word Brush should not be included with regular once a week collection services as brush/bulk is collected once a month per our contract with CWD.

ORDINANCE NO. 2024-37

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE’S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 98 (SOLID WASTE), ARTICLE II (COLLECTION AND DISPOSAL), DIVISION 1 (GENERALLY), SECTION 98-21(A) (RESIDENTIAL COLLECTION—REGULATIONS); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has previously adopted Ordinance Nos. 2023-33, 2011-26, 1987-55, and 1983-50 of the City of Wylie ("Wylie") establishing regulations governing garbage and refuse in the City of Wylie, Texas; and

WHEREAS, the City Council has investigated and determined that it is necessary to amend Chapter 98 (Solid Waste), Article II (Collection and Disposal), Division 1 (Generally), Section 98-21(a) (Residential Collection—Regulations) of the Wylie’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, THAT:

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), Article II (Collection and Disposal), Division 1 (Generally), Section 98-21(a) (Residential Collection—Regulations) of the Wylie Code of Ordinances. Chapter 98 (Solid Waste), Article II (Collection and Disposal), Division 1 (Generally), Section 98-21(a) (Residential Collection—Regulations) is hereby amended as follows:

**“CODE OF ORDINANCES
CHAPTER 98 – SOLID WASTE
ARTICLE II (COLLECTION AND DISPOSAL)
DIVISION 1 (GENERALLY)**

Section 98-21 Residential Collection—Regulations

- (a) Collection of regular garbage and rubbish shall occur one time per week in accordance with the terms of the solid waste contract.

...”

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 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. Wylie 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, this 22nd day of October, 2024.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: October 31, 2024, in The Wylie News



Wylie City Council

AGENDA REPORT

Department: Operations
 Prepared By: Shane Colley

Account Code: 100-5132-54910

Subject

Consider, and act upon, the approval of the purchase of automated ADA compliant sliding glass doors from Door Control Services, a DH Pace Company, in the estimated amount of \$123,475.00 through a cooperative purchasing contract with Buyboard and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Operations Department is planning to purchase automated ADA compliant sliding doors for Wylie City Hall, Wylie Recreation Center, and Smith Public Library. This will include removal and replacement of main entrance and interior vestibule doors at all three buildings.

The Operations Department has serviced and maintained the existing ADA operators at these locations. The current operators have failed repeatedly and are no longer functioning. Operations received quotes for replacement of existing equipment as well as retrofitting with sliding glass doors.

Staff recommends the purchase of automated ADA compliant sliding glass doors in the estimated amount of \$123,475.00 through a cooperative purchasing contract with Buyboard through Door Control Services, a DH Pace Company. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

(Wylie Agreement No. W2025-25/Buyboard Contract# 657-21)



Wylie City Council

AGENDA REPORT

Department: Operations
Prepared By: Shane Colley

Account Code: 100-5132-56040

Subject

Consider, and act upon, the approval of the purchase of Trane Tracer SC+ HVAC control equipment and software from Trane Technologies in the estimated amount of \$124,701.00 through a cooperative purchasing contract with Omnia and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Operations Department is planning to purchase Trane HVAC control equipment and software in order to update to the latest Trane Tracer SC+ platform. This will include interior equipment at the Public Safety Building as well as the Municipal Complex and will allow for integration between the sites under one platform.

Trane Tracer SC is a building automation platform which will enhance the Operations Department's ability to manage space controls, troubleshoot issues and reduce system down time with remote access.

Staff recommends the purchase of the Trane Tracer SC+ Platform equipment and software in the estimated amount of \$124,701.00 through a cooperative purchasing contract with Omnia through Trane Technologies. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

(Wylie Agreement No. W2025-24/Omia Racine Contract No. 3341)



Wylie City Council

AGENDA REPORT

Department:	<u>Purchasing</u>	Account Code:	<u>100-5231-52710/ 100-5261-52710</u>
Prepared By:	<u>Christopher Rodriguez</u>		

Subject

Consider, and act upon, the award of bid #W2024-71-A for the City of Wylie Fire Department Uniforms to Fireground Supply in the estimated annual amount of \$105,000.00, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The purpose of this contract is to maintaining the readiness, safety, and professional appearance of our emergency personnel, which directly impacts the quality of service they provide to our community.

The approved FY 2025-2026 budget for this contract is \$105,000.00, and will cover the purchase of uniforms and accessories for our fire department personnel, including protective clothing, boots, and other essential equipment. These items are critical to ensuring the safety of our firefighters and emergency responders as they perform their duties under hazardous conditions.

Staff issued a competitive sealed bid, and received four (4) bids. The bids were evaluated to determine the overall best value to the City based on pricing, work history, longevity of business and employees and equipment. Fireground Supply have also demonstrated the ability to provide high-quality products that meet industry standards for durability, safety, and compliance with applicable regulations. Additionally, the services they provide include uniform fitting, customization, and prompt delivery, which will help streamline our department's operations.

Staff recommends the award of an annual contract with renewals to Fireground Supply in the estimated annual amount of \$105,000.00 as providing the best overall value to the City.



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Christopher Rodriguez

Account Code: 100-5231-58510

Subject

Consider, and act upon, the approval of one 2025 Chevrolet Silverado 2500 Crew Cab 4WD pickup truck purchase for the fire department from Reliable Chevrolet Inc. through a cooperative purchasing agreement with TIPS, and authorizing the City Manager to execute all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Fire Department is seeking approval from the City Council to purchase 1 (one) ¾ ton Chevy 2500 Silverado truck for an estimated total of \$54,510.00. This truck will replace the current Squad 142 assigned to the Operations Division. Fleet Unit #276 (2012 Chevy 2500) will be sent to auction once the complete up-fitting of this new vehicle is completed. Unit #377 (2016 Chevy 2500) will be rotated to reserve status.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code and, by doing so, satisfies any State Law requiring local governments to seek competitive bids for items.

The funds appropriated for this vehicle were approved in the most recent City budget. Staff recommends the purchase of these trucks for the Fire Department through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) as providing the best value to the City.

(City of Wylie No. W2025-26; TIPS No. 230404)



Wylie City Council

AGENDA REPORT

Department: Police

Prepared By: Anthony Henderson

Account Code: 100-5211-52130

Subject

Consider, and act upon, the approval of body-worn cameras and video equipment purchase for the police department from Motorola Solutions through a cooperative purchasing agreement with Texas DIR-TSO-4101, and authorizing the City Manager to execute all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Police Department is seeking approval from the City Council to purchase body-worn cameras and video equipment to replace their current outdated equipment. Motorola now owns WatchGuard and the body-worn cameras we currently use are no longer being manufactured or refurbished. This equipment is necessary to help protect officers and serve the citizens. Motorola has given the City a discount in the amount of \$209,538.79. The cost to equip the department with new body-worn cameras is \$249,993.40.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code and, by doing so, satisfies any State Law requiring local governments to seek competitive bids for items.

The funds appropriated for the body-worn cameras and video equipment were approved in the most recent City budget. Staff recommends the purchase of the body-worn cameras and video equipment for the Police Department through a cooperative purchasing agreement with Texas DIR-TSO-4101 as providing the best value to the City.

(City of Wylie No. W2025-27; Texas DIR-TSO-4101)



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Discuss potential amendments to Chapter 22, Article XX (Sign Regulations) of the Code of Ordinances.

Recommendation

Discussion.

Discussion

Staff is recommending amendments to Article XX of Chapter 22 of the City Code of Ordinances. First, the sign ordinance amendments would bring the Code more into alignment with case law regarding first amendment free speech. Secondly, the proposed amendments update other areas of the Code.

That case law (Reed vs. Town of Gilbert), in its most basic reading, states that cities cannot regulate signs based on the content of the message. That is, if the sign must be read to determine what kind of sign it is, the regulation is likely unenforceable. The Code has been amended to remove content as a factor for consideration. For example, the current Code regulates “garage sale signs” which can only be determined by reading the sign. The proposed Code changes this to “temporary nuisance sign” (if placed on public property) or “accessory residential sign” (if on private property). The former is not allowed, the latter is.

Staff is also recommending amendments such as:

- Reorganization of regulations for readability
- Updated sign definitions
- Allowing staff to approve temporary exemptions in times of emergency
- Allowing for the immediate removal and disposal of illegal temporary signs
- Added to prohibited signs such as revolving signs, sloping roof signs, searchlights, and light strips.

The City Attorney is currently reviewing these amendments and assuming Council approval, a final ordinance will be presented for adoption at a future meeting.

PART II - CODE OF ORDINANCES
Chapter 22 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE XX. SIGN REGULATIONS

ARTICLE XX. SIGN REGULATIONS

Sec. 22-441. Intent.

- (1) Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this ordinance is to regulate the size, illumination, movement, location, height, and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the preservation of the character of the various neighborhoods, the creation of an attractive and harmonious community, and protection against interference with the historic character of designated areas, including the downtown district. This ordinance allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. This ordinance shall not be interpreted in a manner inconsistent with the United States Constitution First Amendment guarantee of free speech. If any provision of this ordinance is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this ordinance that can be given effect without the invalid provision.
- (2) Therefore, it is the intent of these regulations to:
 - (A) Promote compatibility with the use of the property to which the signs are appurtenant;
 - (B) promote compatibility with the landscape and architecture of surrounding buildings;
 - (C) Be appropriate to the activity to which they pertain;
 - (D) ensure that signs are not distracting to motorists;
 - (E) ensure that all signs are constructed and maintained in a structurally sound, safe, and attractive condition.
- (3) These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the City Limits. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.
- (4) These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

Sec. 22-442. Exceptions

- (1) This chapter shall not apply to:
 - (A) The Downtown Historic District (DTH) zoning district or a planned development district if the ordinance establishing or amending the same has specific sign regulations.
 - (B) Signs erected by or on behalf of the city in the operation of its services that include but are not limited to public safety, health and the general welfare.
 - (C) Signs required by federal, state or local law.
 - (D) Signs containing government messages that are approved by the city on any sign, both on and off city property.
 - (E) Signs erected or placed as part of a city activity and/or sponsorship. These include but are not limited to municipal banners, special events, kiosks, monument signs and government awareness signs.

(F) Any sign specifically authorized by the city council as a result of a compromise of litigation or other lawful disputed claim.

(G) A sign required to be located by federal, state or local law in order to enforce a property owner's rights.

(2) Signs containing noncommercial speech are permitted anywhere that signs regulated by this chapter are permitted, subject to the same regulations applicable to the type of sign used to display the noncommercial message. No provision of this chapter prohibits an ideological, political or other noncommercial message on a sign otherwise allowed and lawfully displayed under this chapter.

(3) The owner of any sign allowed and lawfully displayed under this chapter may substitute noncommercial speech in lieu of any other commercial or noncommercial speech, with no permit or other approval required from the city solely for the substitution of copy.

(4) This section does not authorize the substitution of an off-premises commercial message in place of a noncommercial or on-premises commercial message.

Sec. 22-443. Permit Required

(1) Interpretation and administration. The building official shall be responsible for interpreting and administering this chapter.

(2) Sign permit required. No sign, other than those signs allowed without a permit by this chapter, shall be erected, placed, attached, secured, altered or displayed to/on the ground, any building, or any structure, until a permit for such sign has been issued by the building official. The applicant for a permit shall provide plans, documents and other information required by the building official in connection with the application to demonstrate compliance with all regulations.

(A) *Permit fees and sign contractors.* Permit fees are contained in Appendix A of this Code. A permit may only be issued to a sign contractor that carries at least \$300,000.00 of general liability insurance and provides evidence of such insurance coverage to the building official when they submit the permit application.

(B) *Permit expiration.* A permit for a sign shall expire if an inspection has not passed within 180 days from the date of issuance of such permit.

(C) *Electrical permit.* Where signs contain electrical wiring and connections, an electrical permit must also be obtained in addition to the permit for the sign. No sign shall be erected in violation of the city's electrical code or regulations.

(D) *Not to issue to persons previously failing to pay fees.* The city shall not issue a permit under the provisions of this article to any person, business, entity, organization or activity who has previously failed or refused to pay any fees or costs assessed against him under the provisions of this article.

(3) *Applications.* All applications for permits shall include each of the following:

(A) A plot plan declaring all property lines, setbacks, easements, rights-of-way, other existing signs maintained on the lot and the required distance separation to the closest monument sign in any direction scaled to linear feet.

(B) A scaled drawing of the height, width and display area of the proposed sign.

(C) A drawing of the lot plan or building facade indicating the proposed location of the sign, specifications, materials and landscaping plan.

(D) Electrical plan and load requirements.

- (4) *Work started without a permit.* No sign requiring a permit may be erected or installed without first having a permit. If any work for which a permit is required by this article has been commenced without first obtaining a permit, the permit fee shall be doubled assuming the building official can determine the sign meets current code. If the sign does not meet the code, or a determination cannot be made, the building official can order the sign be removed.
- (5) *Suspend or Revoke.* The building official may suspend or revoke any sign permit issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this chapter, any other ordinance of the city, the laws of the state or the federal government. Any sign that is the subject of a revoked permit shall be immediately removed by the person in control of the sign or the property on which the sign is located.
- (6) *Temporary exemptions.* The building official shall have the authority to approve temporary exceptions to the regulations or waive application requirements set forth in this chapter in emergency circumstances or in the interest of public safety.

Sec. 22-444. Variances and appeals

- (1) Variances to the provisions of this article shall be heard by the Zoning Board of Adjustment. A concurring vote of 75 percent of the members of the board shall be necessary to reverse any order. In order to approve a request for a variance, the zoning board of adjustment shall determine that the request meets four of the following five criteria:
- (A) The proposed sign shall not adversely impact the adjacent property (visibility, size, location, etc.);
 - (B) The proposed sign does not conflict with the spirit of this article, which is one of providing public safety, open space and air, preservation and enhancement of the appearance of the city and protection of property values;
 - (C) The variance is needed due to restricted area, shape, topography or physical features that are unique to the property on which the proposed sign would be located;
 - (D) The proposed sign is of a unique design or configuration;
 - (E) That the demonstrable hardship is not self-imposed.
- (2) Should the board deny a request for a variance, the applicant may appeal the request to the district court in accordance with TLGC chapter 211, provided that such appeal is requested in writing within ten days of the date the board denied the variance.
- (3) A variance from this article is valid only if a permit is secured within 90 days from the date of the board's decision.
- (4) Each applicant shall pay the fee in accordance with appendix A of the comprehensive fee schedule, and as amended before the board shall hear any variance request.
- (5) All variance requests shall be made in writing to the Planning Department.

Sec. 22-444. Non-Conforming Signs

- (1) *Nonconforming signs.* Nonconforming signs in the city shall be subject to the regulations set forth in the city building code, as amended, except as otherwise set forth herein.
- (2) A nonconforming sign and/or its supporting structure, which is destroyed, damaged, dilapidated or deteriorated, shall not be replaced, repaired or renovated, in whole or in part, if such replacement, repair or renovation would require an expenditure of monies in excess of 50 percent of the cost of a new sign, including its supporting structure, which is substantially the same or similar to the nonconforming sign destroyed,

damaged, dilapidated or deteriorated. Permits granted prior to the passage of this article shall be renewed only if the applicant complies with all provisions of this article.

- (3) A nonconforming sign or supporting structure that is lawfully repaired, reproduced, or renovated as a nonconforming sign may not be increased in area or height.
- (4) A nonconforming sign may be relocated on the same lot or tract of land if:
 - (A) The sign is required to be removed from its present location because the property upon which the sign is located is acquired by any governmental agency or other entity which has or could have acquired the property through the exercise of its power of eminent domain;
 - (B) The location for which the nonconforming sign is to be relocated complies with all requirements set forth in this Code.

Sec. 22-445. Inspections and Removal

- (1) *Inspection.* The city may inspect annually, or at such other times as it deems necessary, each sign regulated by this article for the purpose of ascertaining whether the same complies with provisions of this article, is secure or insecure,, and whether it is in need of removal or repair.
- (2) *Removal of neglected signs.* Any sign which the city determines is neglected or does not conform to this article shall be removed by the owner, agent or person having the beneficial use of the land, buildings or structure upon which the sign is located within ten days after written notification to do so from the city. The city may remove or have removed, without notice, and assess the owner for the costs, any sign which is an immediate peril to persons or property.
- (3) *Removal of illegally erected signs.*
 - (A) Any temporary sign that is erected, constructed or otherwise displayed, which the city determines to be in violation of this article, may be removed by city personnel. Any such sign removed by city personnel may be immediately disposed of. The city is not required to notify the permit holder or owner of the sign that it has been picked up or that disposal of the sign is imminent.
 - (B) For permanent signs, the sign must be removed by the permit holder, owner of the sign, or owner of the property on which the sign is located within ten days after the city sends written notice to remove the sign. Upon failure to comply with the notice or to file an appeal of the decision in accordance with this article, the city is authorized to cause the removal of the sign and assess the permit holder, owner of the sign and/or owner of the property on which the sign is located for all costs associated with removal. The permit holder, owner of the sign, and the owner of the property on which the sign is located shall be jointly and severally liable for such costs.
 - (C) Responsible person. The person(s) physically placing the temporary nuisance sign and/or the owner of the temporary nuisance sign are both individually and severally responsible for the posting and removal of said sign. It is prima facie evidence of a person's ownership of a temporary nuisance sign that the person's name, address, telephone number or other contact information is on a temporary nuisance sign, or the person is otherwise described or identified on the sign.

Sec. 22-444. Prohibited signs.

Any sign which is not specifically allowed by this article shall be prohibited. In addition, the following types of signs are expressly prohibited within the city:

- (1) Any sign not referenced in or governed by this chapter;
- (2) Signs imitating traffic or emergency signs. Signs may not contain any combination of forms, words, colors, or lights, which imitate standard public traffic regulatory, emergency signs, or signals.

-
- (3) *Signs violating other laws or ordinances.* Signs erected in violation of any ordinance adopted by the city or any state or federal law (e.g., traffic visibility requirements, zoning, building code, or electrical code).
 - (4) *Off-premises signs.* Off-premises signs, unless specifically allowed by this article.
 - (5) *Signs causing a nuisance or hazard because of illumination.* Signs illuminated to intensity to cause glare or brightness to a degree that could constitute a safety hazard or nuisance.
 - (6) Any sign that emits odor or visible matter;
 - (7) *Signs on sidewalks, curbs, gutters or streets.* Signs attached to or painted on any sidewalk, curb, gutter, or street (except street address numbers).
 - (8) *Moving, flashing, revolving or color changing signs or light strips.* Signs that move, flash light intermittently, change color, revolve, or frame a window or door, unless specifically allowed in this article.
 - (9) *Signs attached to or painted on a fence, wall or railing.* Signs attached to or painted on the outside of a fence, wall or railing, unless specifically allowed by this article.
 - (10) Audible Signs
 - (11) Billboards
 - (12) Pole signs.
 - (13) Revolving signs
 - (14) Snipe Signs
 - (15) Search lights and skylights
 - (16) Sloping roof signs
 - (17) Temporary Nuisance signs
 - (18) Vehicular signs

Sec. 22-445. Exempt signs.

A permit shall not be required for the following signs; provided, however, such signs shall otherwise comply with all other applicable sections of this article:

- (1) *Nameplates.* Nameplates, or signs reflecting the name of a building or structure (i.e., a fence) or the name of the company that built or designed the building or structure, not exceeding one square foot in area.
- (2) *Building identification/memorial.* A memorial sign, plaque or tablets identifying the names of buildings, sponsors and date of construction may be cut into a masonry surface or constructed of bronze or other noncombustible materials.
- (3) *Traffic.* Traffic or street signs, legal notices, railroad crossing signs, danger, and emergency, temporary or non-advertising signs as may be approved by the city council or the city manager or his authorized representative.
- (4) *Signs inside a building.* Signs located inside a building and which are not displayed so as to be visible from outside the building. Signs located in covered mall buildings shall comply with the current building code and electrical code.
- (5) *Changeable copy.* Copy change only for previously permitted signs designed to provide a changeable copy area.
- (6) *Government signs.* Flags, insignia, legal notices, or informational, directional or traffic signs which are legally required or necessary to the essential functions of government agencies or any government owned signs on government property or in the public right-of-way..

- (7) *Holiday lights and decorations.* Temporary lights and holiday decorations with electrical connections displayed 90 days or less
- (8) A Frame / Sidewalk sign when no larger than six square feet per side.
- (9) Accessory Sign - residential
- (10) Accessory sign - non-residential
- (11) Human signs when located on private property with the consent of that owner. Human signs are prohibited on public property and rights-of-way.
- (12) *Temporary sign - nonresidential.* A temporary sign placed before an election may be located on the property for a period of 90 calendar days.
- (A) One temporary sign may be located on a property with owner consent before an election involving candidates for a federal, state or local office that represent the district in which the property is located or involving an issue on the ballot of an election within the district where the property is located per issue and per candidate.
- (B) Signs placed before an election shall be no larger than nine square feet. A sign may remain on the property up to seven days after the election at issue. This subsection does not limit the content on the temporary sign. Snipe signs are prohibited.
- (13) *Window signs.* Window signs shall meet the following regulations:
- (A) Window signs must not obscure more than 25 percent of the window area per panel.
- (B) The sign area shall be measured by drawing a rectangular or square box around the sign elements, then multiplying the height by the width. For signs whose shape is irregular, the box must enclose all elements of the sign.
- (C) Window signs are limited to one (1) sign per window.
- Illuminated and non-illuminated window signs or its appendages shall not blink, strobe, fade, flash, scroll or move in any manner. Illuminated window signs shall remain static and stationary.

Sec. 22-446. Special Events.

- (1) *Signs erected or placed as part of special events shall comply with this section.*
- (A) A sign plan must be submitted as a part of the permit for the event. The plan shall adhere to the following guidelines.
- (B) Limited to two signs per event on the property where the event or activity occurs or is located and may be located up to the property line.
- (C) Off-premises signs must be located on private property and the organization must have permission from the property owner to place the sign on their property. .
- (D) The maximum off-premises sign area is 24 square feet with a maximum height of six feet. A minimum of 20 feet between each approved sign and/or banner is required. Signs and/or banners may not be installed or mounted on an approved sign.
- (E) A maximum of six off-premises signs may be located in the city at a given time.
- (F) Signs shall not be located on residential premises without written consent of the residential property owner and comply with all yard sign provisions.
- (G) All signage may be erected seven days prior to the event or activity and must be removed within 48 hours after the event.

Sec. 22-447. Signs allowed, permit required.

(1) *Awning signs.* Awning signs must meet the following regulations:

- (A) An awning may extend the full length of the wall of the building to which it is attached and shall be no more than six feet in height and shall not be placed less than eight feet above the sidewalk.
- (B) The artwork or copy for an awning sign shall not exceed 20 percent of the area of the awning and shall extend for no more than 60 percent of the length of the awning.
- (C) Awning signs are permitted only in nonresidential zoning districts.

(2) *Canopy sign.* Canopy signs must meet the following regulations:

- (A) A canopy sign may be attached to, or be an integral part, of the face of a canopy.
- (B) The artwork or copy on a canopy sign shall not exceed ten percent of the face of the canopy, or a maximum of 25 square feet, whichever is greater.
- (C) An illuminated stripe may be incorporated into a canopy. The stripe may extend along the entire length of the face of the canopy. The width or thickness of the stripe shall be limited to one-third of the vertical dimension of the face of the canopy. The internal illumination of a canopy is limited to the portions of the canopy face on which a sign or stripe is permitted.
- (D) Canopy signs are permitted only in nonresidential zoning districts.

(3) *Flags.*

- (A) All flags shall comply with USC title 4, when applicable.
- (B) Flag poles must be located at least 15 feet from any property line.
- (C) The maximum height of a flag on a lot within a residential use is 20 feet. The maximum height of a flag on a lot with a nonresidential use is 40 feet.
- (D) No flag or flag pole may be located within any access or utility easement.
- (E) A business or nonprofit entity may erect a maximum of three flags per tract of land.

(4) *Kiosk signs.* Kiosk signs must meet the following regulations:

- (A) Kiosk signs may only be installed pursuant to an executed concession contract approved by city council. This concession contract shall grant a person or company (the concessionaire) the right to design, erect, and maintain kiosk signs within the city and administer the kiosk program as set forth by that concession contract.
- (B) Once a concession contract is approved by the city council, the concessionaire shall submit a map, elevations, and any other documentation deemed necessary by city staff, showing the location and design of the proposed kiosk signs to the director of planning, building official, and the director of public works. Upon review of the map, elevations, and any other applicable documentation, the director of planning, building official, and director of public works shall make a recommendation to city council as to whether the location and design of the proposed kiosk signs should be approved, denied, or modified.
- (C) City council may approve, deny, or approve with modifications the location and design of the proposed kiosk signs as shown on the map, elevations, and other applicable documentation. Modifications include, but are not limited to, modifications to the color of, or materials used in, the sign panels. No party may erect a kiosk sign without city council approval of the location and design of the kiosks.
- (D) The concessionaire must comply with all permitting requirements set forth in this article.

- (E) The location of kiosk signs must not create traffic hazards. The obstruction of the visibility of motorists, pedestrians, or traffic control signs will constitute a type of traffic hazard. The city's engineering division shall review the location of each proposed kiosk sign. A kiosk sign shall not be installed if the city's engineering division determines that the location of the proposed sign would create a traffic hazard.
- (F) The location of kiosk signs must not interfere with the general use of and handicap accessibility of sidewalks, walkways, bike, and hiking trails.
- (G) The location of kiosk signs must not interfere with any public utilities or be located in a utility easement.
- (H) Kiosk signs must not be located within a sight visibility triangle.
- (I) Kiosk signs must not be placed adjacent to a lot with a residential use without the prior written consent of the owner of that lot as shown on the most current tax rolls. Proof of prior written consent must be attached to the concessionaire's permit application. If a residential use is placed on a lot adjacent to a pre-existing kiosk sign, no written consent is necessary for that kiosk sign to remain.
- (J) A kiosk sign must be located at least 100 feet from all other kiosk signs.
- (K) Kiosk signs must not be located within a median.
- (L) Kiosk signs must be located at least five feet from the edge of curb or pavement line, which includes improved surfaces and shoulders.
- (M) At least one sign panel on each kiosk sign must provide directions to a municipal facility or provide information about an upcoming city-sponsored event.
- (N) Kiosk signs may not exceed 12 feet in height and four feet in width.
- (O) Kiosk signs must include breakaway design features as required by the state department of transportation's sign mounting details for roadside signs. Break-away fittings must be installed below grade or concealed from public view in another manner approved by the city council through the building inspections department.
- (P) The font and color of the kiosk signs must be uniform throughout the entire sign.
- (Q) Kiosk signs shall not be illuminated.
- (R) There must be an identification panel at the top of each kiosk sign that displays only the name and official logo of the city.
- (S) No signs, pennants, flags, streamers, balloons or other devices or appurtenances used for visual attention may be attached to kiosk signs.
- (T) *Variances to kiosk sign regulations.* No person or party may obtain a variance to the kiosk sign procedures or regulations set forth in this article.

(5) Monument signs.

- (A) All monument signs shall be compatible with the colors and aesthetic of the building that is located on the same lot as the sign.
- (B) No sign shall be placed in or extend beyond the vertical plane of a property line, public street, sidewalk, easement or right-of-way.
- (C) Any monument sign must be separated by at least 100 feet from any other monument sign on the same property, measured along the right-of-way.

- (D) *Changeable message signs.* Monument signs may include a maximum area of 32 square feet that incorporates changeable messages or lettering, as defined, in the sign face. Such messages shall not blink, flash, or scroll. Changeable message signs are allowed to change their message a maximum of once every eight seconds.
- (E) *Street addresses.* On-premises signs shall display the street addresses of the business location it advertises in numbers at least five inches high on each monument sign in legible form within 40 feet of the nearest public roadway. Such numbers shall increase one inch in height for each additional 40 feet, or fractional part thereof, the sign is located from such roadway and utilizes contrasting colors.
- (F) *Illumination.* Monument signs may be illuminated by a ground lighting source where the light itself and supporting structure are screened from the public right-of-way. Ground lighting must be of one constant color and not pose a traffic concern as determined by the city. Signs may be back-lit using internal lighting.
- (G) Properties with single tenants. A single tenant sign is permitted in nonresidential zoning districts or on a lot within a residential zoning district that contains allowed non-single family uses.
1. A lot is allowed a maximum of one MIS per street frontage.
 2. Maximum display area allowance is 96 square feet.
 3. Maximum height is 12 feet.
 - 4.. Maximum width is eight feet.
- (H) Properties with multiple tenants. Multiple business signs (MBS) advertising multiple businesses in a multi-tenant complex shall observe the following specific rules and regulations herein contained. Shopping centers and/or office complexes with multiple tenants are permitted to erect monument signs that comply with the following regulations:
1. A multiple business sign shall not be erected, constructed, or maintained within 100 feet of any other sign except for signs on the buildings of the businesses advertised on the multiple business sign and traffic, street or directional signs.
 2. There may be more than one multiple business signs on each street frontage. The minimum distance between each such multiple business sign shall be 250 feet.
 3. A single lot may have a multiple business center (MBC) sign and a single tenant sign with a minimum separation of 100 feet.
 4. One MBS is permitted per street frontage of the development. One additional UDMS is permitted along a street for each additional 750 linear feet, or portion thereof, of street frontage that exceeds 750 linear feet of street frontage.
 5. The maximum area of a MBS shall be based on the size of all the lots within the identified development. The maximum area of a MBS for a development zone of five acres or less is 60 square feet. For every whole two acres over five acres, the area of the MBS may be increased by 12 square feet but in no event shall the maximum area of a MBS exceed 168 square feet.
 6. Maximum height shall be 12 feet plus two feet per whole additional acre up to a maximum of 20 feet
 7. Tenant panels do not require a permit, but a building permit or certificate of occupancy must be issued for the tenant/user.

- (l) Residential. Monument signs may be placed on private property within a residential zoning district only at the entrance to subdivisions and shall not be issued before the issuance of a building permit. Monument signs may be placed in the public right-of-way with the approval of the City Engineer.

1. May not exceed eight feet in height.
2. Subdivision entry signs may be attached to a wall at the subdivision entrance or installed as a monument sign.
3. Attached signs may not project above the top of the wall on which they are attached.
4. The maximum sign area is 32 square feet for attached signs and may not exceed 96 square feet for a monument sign.
5. Only one monument sign or two attached signs may be placed at each subdivision entrance. A monument sign may have the subdivision name on both sides.
6. Monument signs may be located in the median at the street entrance if approved by the city in an approved plat, within a developer's agreement, or by separate approval of the planning and zoning commission.

(6) Mural. A mural shall be located above grade and below the roof of the building and may only be located within a nonresidential zoning district. Murals shall not be applied to a roof or other similar cover of a building or structure. The maximum area of a mural shall not exceed the length or height of the exterior wall on which it is painted, drawn or applied. A mural shall not face a residential neighborhood, unless separated by a major thoroughfare.

(7) *Projecting signs.*

1. Signs shall be constructed of noncombustible material.
2. Signs shall not project more than three feet, measured from the building face and shall not be closer than two feet from the back of the curbline.
3. Signs shall be at least eight feet above a sidewalk.
4. Signs may be illuminated in conformance with this article or other applicable city regulations.
5. Signs shall be compatible in design and aesthetic with the architectural and historic character of the building.
6. Signs shall not exceed 16 square feet per sign face.

(8) *Wall signs.*

1. *Where allowed.* Wall signs shall be limited to buildings located in a nonresidential zoning district or to churches, apartments, schools and other nonresidential uses, with the exception of model homes, located within a residentially zoned district.
- 2.. *Installation requirements.* All signs and their words shall be mounted parallel to the building surface to which they are attached, and shall project no more than 18 inches from that surface, except for projecting signs as allowed in this section. Wall signs shall not extend above the wall or building surface to which the sign is attached. Banner signs shall not be utilized as permanent wall signs, but only as promotional signs as allowed.
3. *Maximum sign area.* Wall signs may be installed on each face of a building described in subsection (1)(a) of this section except for signs located on the side or rear wall of a building where the sign would face an adjacent residential zoning district. Signs shall not, in total, exceed two square feet for every linear foot of the primary facade of the building or lease space, with no

one sign exceeding 75 percent of the total allowed square footage. Wall signs mounted to the side or rear of a building shall not exceed one-half (½) the square footage area of signs mounted to the front of the building.

Sec. 22-446. General sign regulations.

- (1) *Easements.* No sign shall be located in any easement other than a landscape easement.
- (2) No sign shall be installed in such a way as to obstruct a motorist's view of oncoming traffic when stopped at an existing drive or at the intersection of two (or more) public streets. The motorist's eye is assumed to be at a point 15 feet from a point determined by the intersecting curblines or the edge of the roadway, whichever is more stringent. Traffic must be visible for a distance of ten times the speed limit on either side of the vehicle parallel to the intersecting roadway. This shall be applied to all public and private approaches affected. See Illustration 2-1 [at end of article].
- (3) Every sign with any type of electrical connection must be listed by a recognized listing agency with a permanent label properly affixed.
- (4) *Obstructing doors, windows, or fire escapes.* It shall be unlawful to erect, relocate, or maintain a sign in any manner that prevents free ingress to or egress from any door, window or fire escape, or to attach any sign to a standpipe or fire escape.
- (5) *Signs prohibited on or over public property.* Except as otherwise provided for in this article, no portion of any sign shall be erected on or over public property, or in the right-of-way of any thoroughfare within the city, except for signs in the downtown historic district meeting regulations in the Zoning Ordinance 6.3. Signs violating this provision shall be considered illegal signs and may be removed and disposed of by the city in accordance with this article.
- (6) *Illumination of signs.*
 - (A) No sign shall be illuminated to such intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance.
 - (B) Moving, flashing, changing color, beacons, revolving or similarly constructed signs shall not be allowed, except for electronic signs showing time and temperature.
 - (C) *Illumination of attached signs.* Attached signs may only be illuminated utilizing internal lighting. Exterior letters with exposed neon lighting are allowed.
 - (D) A sign in a residential district, where allowed by this article, may be illuminated. Any illumination shall be located so as not to produce intense glare or direct illumination across the bounding property line. Internal illumination shall not exceed 40 watts per every 25 square feet or any portion thereof of the sign face.
- (7) *Signs attached to a building.* No portion of any type or style of a sign will be allowed to project above the vertical plane of the exterior wall, parapet, mansard or the fascia panels of a canopy upon which they are attached.
- (8) *Electrical signs.* Every sign with any type of electrical connection must be recognized by an approved listing agency with a permanent label properly affixed or be designed and assembled by a state-licensed master or sign electrician registered with the city. An electrical permit and approved inspection are required prior to the erection or attachment to the permanent structure.

Sec. 22-444. Definitions.

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

Accessory Non-residential Sign means a sign on private non-residential property that can be seen from a public street that does not include any sign installed due to a local, state, or federal law. No more than one sign per ½ acre of the lot is allowed with no sign being more than two square feet.

Accessory Residential Sign means a sign on private residential property that can be seen from a public street. No more than two signs totalling six square feet with no one sign more than three square feet.

A-frame/sidewalk sign. An A-frame sign is made of two pieces of wood, metal or other similar material approved by the building official connected at the top by hinges or similar devices and may collapse when the connecting devices are overextended or the two pieces of wood, metal or other similar material are against one another. A sidewalk sign is a freestanding sign with a weighted base which holds a two-sided sign.

Alter means to change the size, shape or outline, or type of sign or to change the electrical lighting, except for the replacement of lamps not brighter than the original or the replacement of a surface panel.

Attach means to stick, tack, nail or otherwise affix a sign to any object; to paint, stencil, write, or otherwise mark on an object.

Audible sign means any sign that emits music, talking, words, or other sound or amplification other than an order board such as those used at a drive-thru facility.

Awning sign means any sign attached to an architectural projection that provides weather protection, identity and decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which a thin cover is attached which may be of fabric or other materials, and may be illuminated.

Billboard. A sign that is freestanding, attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face.

Building means a structure which has a roof supported by columns, wall or air for the shelter, support, or enclosure of persons, animals, goods or movable property of any kind.

Building official means the building official for the city or his designee.

Canopy sign means any sign that is attached to a roof-like structure which shelters a use such as, but not restricted to, a gasoline pump island or entrance to a structure, and is supported by either one or more columns or by the building to which it is accessory to and is open on two or more sides.

Changeable message sign, means a sign whose face is designed and constructed in a manner capable of changing messages through a system of removable characters or panels attached to the face of the sign or changed by electronic means.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also include the painting of signs on the exterior surface of a building or structure.

Facing or surface means the surface of the sign upon, against or through which the message is displayed or illustrated on the sign.

Feather flag. A wind device that contains a harpoon-style pole or staff driven into the ground for support.

Flag/flagpole. A piece of fabric or other flexible material attached to a ground-supported staff on one end.

Human sign means a sign held by or attached to a human being who stands or walks on the ground, on-site at a business location or off-site. A human sign also includes a person dressed in costume, for a commercial

purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product of a business.

Illuminated sign means any sign which has characters, letters, figures, or designs illuminated by electric lights, luminous tubes or other means that are specifically placed to draw attention to, or to provide nighttime viewing of, the subject matter on the sign face.

Inflatable sign means any sign manufactured of plastic, cloth, canvas or other flexible or light fabric, inflated with air, secured to the ground, does not float, and does not exceed thirty (20) feet in height.

Kiosk sign means a ladder-style sign with multiple panels that is installed within the public right-of-way.

Monument sign means any detached sign made from masonry, concrete materials, wood or plastic, provided that a masonry or metal base is incorporated into the sign, with no separation between the base of the sign and grade.

Multi-tenant complex means a group of separate buildings platted as a single subdivision. Buildings may be on separate lots, but are contained within the same subdivision plat.

Mural means pictures or artwork painted, drawn or applied on an exterior wall that does not depict or contain advertising, logos or images of a product or service available on-site or off-site. Murals are not used to advertise products or services offered or sold on-site or off-site.

Neglected sign means a sign that has any missing panels, burned out lights, missing letters or characters, has rust, has loose parts, has damage, faded from its original color, supports or framework with missing sign or parts, or is not maintained. Neglected signs are prohibited in the city and its extraterritorial jurisdiction.

Noncombustible material means any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit, and will not continue to burn or glow at that temperature.

Nonconforming sign means a sign and its supporting structure which does not conform to all or part of the provisions of this article, and:

- (1) Was in existence and lawfully erected prior to the effective date of the ordinance from which this article is derived;
- (2) Was in existence and lawfully located and used in accordance with the provisions of the prior ordinance applicable thereto, or which was considered legally nonconforming there under, and has since been in continuous or regular use; or
- (3) Was in existence, located, and used on the premises at the time it was annexed into the city and has since been in regular and continuous use.

Off-premises sign means any sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution or other commercial message which is generally conducted, sold, manufactured, produced, offered or occurs elsewhere than on the premises where the sign is located. For purposes of this definition, any portion of a lawfully permitted special event where public streets have been closed to traffic in accordance with this code shall be considered a single premises.

Pennant means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in a series, designed to move in the wind.

Pole sign means any sign erected on a vertical framework consisting of one or more uprights supported by the ground and where there is a physical separation between the base of the sign and the ground.

Premises means a lot or unplatted tract, or a combination of contiguous lots and/or unplatted tracts of land where the lot, tract, or combination of lots and/or tracts is under single ownership and is reflected in the plat record of the city.

Projecting sign means any sign which is attached to and supported by a building or wall and which projects outward from the building or wall, generally at a right angle.

Public right-of-way means a dedicated road or street including the easement for that road or street.

Revolving sign means any sign that turns, spins, or partially or completely revolves on an axis.

Roof means any exterior surface of a structure that has a slope of less than 60 degrees and shall also include the top most portion of any structure.

Searchlight or skylight means an apparatus capable of projecting a beam of light in excess of 10,000 peak candlepower.

Sign. A structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used that includes text or images designed to communicate. Signs located completely within an enclosed building and not exposed to view from a street shall not be considered a sign. Each display surface of a sign or sign face shall be considered to be a sign.

Sign Area. The space enclosed within the extreme edges of the sign for each sign face, not including the supporting structure or where attached directly to a building wall or surface, the space within the outline enclosing all the characters of the words, numbers, or design.

Sign contractor means a general contractor.

Sign height means the highest elevation of any part of a sign structure measured from the crown of the current or proposed future street improvement as determined by the city engineer of the street or road for which the sign fronts.

Sign sight triangle / sight visibility triangle means the triangle formed at an intersection by intersecting curblines and a non-curbline joining the curblines. The triangle is formed by a motorist's view of oncoming traffic when exiting a private drive or at the intersection of two (or more) public streets. The motorist's eye is assumed to be at a point 15 feet from the edge of the roadway. Traffic must be visible for a distance of ten times the speed limit on either side of the vehicle parallel to the intersecting roadway. No sign shall be placed in or above the triangular area created by the motorist's view described by this subsection (see Illustration 2-1 [at the end of this article]). This will include those areas that may pose a pedestrian safety concern as determined by the city.

Sign, subdivision entry, means any permanent on-site sign identifying a subdivision located in a residential zoning district.

Sign, temporary, A banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the building official to be displayed for a limited period of time.

Sign, temporary nuisance Any temporary sign placed in the public right-of-way and/or on public property that is not otherwise expressly allowed to be located within the public right-of-way and/or public property pursuant to this chapter.

Sign setback means the horizontal distance between a sign and the front or side property line, as measured from that part of the sign, including its extremities and supports, nearest to any point on any imaginary vertical plane projecting vertically from the front or side property line.

Snipe sign means aAny sign, generally of a temporary nature, made of any material, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or other objects not erected, owned, and maintained by the owner of the sign and without the consent of the property owner or lessee.

Sign support means any pole, post, strut, cable or other structural fixture or framework necessary to hold and secure a sign, providing that said fixture or framework is not imprinted with any picture, symbol or word using characters in excess of one inch in height, nor is internally or decoratively illuminated.

Temporary nuisance sign means any temporary sign placed in the public right-of-way and/or on public property that is not otherwise expressly allowed to be located within the public right-of-way and/or public property pursuant to this chapter.

Temporary sign. A banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the building official to be displayed for a limited period of time.

Vehicular sign means a sign painted upon or applied directly to any vehicle, truck, car, bus, trailer, boat, recreational vehicle, motorcycle or any other vehicle; that are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property.

Wall sign means any sign attached to or painted on a wall of a building or structure so that the wall forms the supporting structure or becomes the background of the sign and which does not project more than 18 inches from the wall. Neon tubing attached directly to a wall surface shall be considered a wall sign when forming a border for the subject matter, or when directing attention to the subject matter or when forming letters, logos, or pictorial designs.

Window sign means any sign, banner, poster or display located on the internal or external surface of the window of any establishment for the purpose of advertising services, products or sales available within such establishment or which announces the opening of such establishment. Neon tubing attached directly to a window surface or window framing shall be considered a wall sign when forming a border for the subject matter, or when directing attention to the subject matter or when forming letters, logos, or pictorial designs.

Sign width means the widest dimension determined by the largest measurement of all supports, projections or any part of a sign structure on any horizontal plane.

Wall means any exterior surface of a structure that has a slope of 60 degrees or more.

Zoning district, nonresidential, means any zoning district designated by the zoning ordinance of the city as NS, CR, CC, BG, LI, HI, PD, FP, DTH, and SBO.

Zoning district, residential means any zoning district designated by the zoning ordinance of the city as AG/30, ED, SF-20/26, SF-10/24, TH, MF, and MH.

Secs. 22-451—22-480. Reserved.