

# Wylie City Council Regular Meeting

July 14, 2026 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

## PRESENTATIONS & RECOGNITIONS

PR1. Battle of the Badges Blood Drive Presentation.

## COMMENTS ON NON-AGENDA ITEMS

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

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of the June 23, 2026 Regular City Council Meeting minutes.
- B. Consider, and act upon, Ordinance No. 2026-26, amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.
- C. Consider, and act upon, Resolution No. 2026-10(R) authorizing the City Manager to execute an Advanced Funding Agreement between the City of Wylie and TxDOT for the On-System Highway Safety Improvement Project along FM 544 from McCreary Road to SH 78.
- D. Consider, and act upon, Ordinance No. 2026-27 for a change in zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP), to allow for convenience store and motor vehicle fueling station use on 3.53 acres generally located on the northeast corner of Country Club and Park Blvd. (ZC 2026-06).
- E. Consider, and act upon, Ordinance No. 2026-28 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for a minor auto repair use on 1.275 acres located at 7940 E. Parker Road (ZC 2026-05).
- F. Consider, and act upon, Ordinance No. 2026-29 regarding an amendment to the City of Wylie Zoning Ordinance No. 2023-23, Article 5, Sections 5.1 Land Use Charts, 5.2 Listed Uses, and Article 7 General Development Regulations, as they relate to existing and new listed uses (ZC 2026-04).

## REGULAR AGENDA

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1. Consider, and act upon, the approval of an increase to the contract contingency in the amount of \$920,000.00, representing five percent (5%) of the contract amount for Contract W2023-106-B, McMillen Road – (McCreary Road to Country Club) Road Reconstruction Project, to provide funding for future change orders, and authorizing the City Manager to execute any and all necessary documents.

## **WORK SESSION**

[WS1.](#) Discuss potential Bond Election projects and proposition verbiage.

[WS2.](#) Discuss the FY 2027 Budget for the General Fund, Utility Fund, and 4B Sales Tax Fund.

[WS3.](#) Discuss the FY 2026-27 WEDC Budget.

## **RECONVENE INTO REGULAR 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 July 8, 2026 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



# Wylie City Council

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## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of the June 23, 2026 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

June 23, 2026 – 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 6:01 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Scott Williams, Councilman Sid Hoover, and Mayor *Pro Tem* Gino Mulliqi.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Animal Services Manager Chris Marren; Finance Director Melissa Brown; Marketing and Communications Director Craig Kelly; City Secretary Stephanie Storm; Police Chief Anthony Henderson; Parks and Recreation Director Carmen Powlen; Library Director Ofilia Barrera; Community Services Director Jasen Haskins; Purchasing Manager Chris Rodriguez; Human Resources Director Jennifer Beck; Operations Director James Brown; Public Works Director Tommy Weir; Engineering Project Manager Hector Sanchez; Wylie Economic Development Executive Director Jason Greiner; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE (U.S. AND TEXAS FLAGS)

Councilman Williams led the invocation, and Mayor Porter led the Pledge of Allegiance to the U.S. and Texas Flags.

## PRESENTATIONS & RECOGNITIONS

### PR1. Presentations for Outgoing Wylie Board and Commission Members.

Mayor Porter and Mayor *Pro Tem* Mulliqi presented gifts of appreciation to outgoing board and commission members, thanking them for their service. Outgoing board and commission members present included Toshia Kimball and Manoj Padhi.

### PR2. Oath of Office for Incoming Board and Commission Members.

Associate Municipal Court Judge Feil administered the Oath of Office to the newly appointed board and commission members in attendance.

### PR3. National Park and Recreation Month.

Mayor Porter proclaimed July as National Park and Recreation Month in Wylie, Texas. Parks and Recreation staff and board members were present to accept the proclamation.

## 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.*

Bethany Sullivan was present to address the Council regarding the Library's reading materials.

Larry Heath, representing Stone Ranch HOA, was present to address the Council with concerns about the Stonehaven House.

Jose Porras, representing neighbors in Country Ridge Estates, was present to address the Council regarding the use of flat sewer rates rather than usage-based sewer rates and stormwater fees.

### **CONSENT AGENDA**

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

- A. Consider, and act upon, approval of the June 9, 2026 Regular City Council Meeting minutes.**
- B. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for May 31, 2026.**
- C. Consider, and act upon, a Preliminary Plat of Lot 1, Block A of Wylie I.S.D. CTE & AG Center Addition, establishing one agricultural lot on 37.818 acres, property located at 1301 Hensley Lane.**
- D. Consider, and place on file, the City of Wylie Monthly Investment Report for May 31, 2026.**
- E. Consider, and act upon, the contract amendment for PSPO #W2023-83-E for additional waterline design for the Waterline Rehabilitation Project for Briarwood Drive and Hilltop Lane to RJN Group, Inc., in the amount of \$161,850.00 and authorizing the City Manager to execute any necessary documents.**
- F. Consider, and act upon, the approval of Agreement No. W2026-67 for the purchase of Water Meters, Parts, and Related Equipment for a one (1) year term with two (2) one-year renewal options for Utility Billing in the estimated amount of \$301,668.26 from Core and Main, LP through an established cooperative purchasing agreement, and authorizing the City Manager to execute any and all necessary documents.**

### **Council Action**

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

### **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive Session at 6:40 p.m.

### **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: 2021-11b, 2022-10d, 2024-8d, 2024-12c, 2025-4a, 2025-9a, 2025-10f, 2026-2l, 2026-4b, 2026-5a, and 2026-6d.**

## **RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 7:03 p.m.

## **REGULAR AGENDA**

- 1. Hold a Public Hearing, to consider, and act upon, the writing of an ordinance for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for a minor auto repair use on 1.275 acres located at 7940 E. Parker Road (ZC 2026-05).**

### **Staff Comments**

Community Services Director Haskins and Jay Singh, the applicant, addressed the Council, presented the Item, and answered questions from the Council.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 1 at 7:14 p.m., asking anyone present wishing to address the Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 7:14 p.m.

### **Council Action**

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Williams, to approve the Item with the following changes: tear down or renovate to current code standards the old metal building, restrict overnight parking to the rear of the building only, add an eight-foot fence throughout the property, and add beautification of the frontage of the property. A vote was taken, and the motion passed 6-1 with Councilman Pickens voting against.

- 2. Hold a Public Hearing, to consider, and act upon, the writing of an ordinance for a change of zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP), to allow for convenience store and motor vehicle fueling station use on 3.53 acres generally located on the northeast corner of Country Club and Park Blvd. (ZC 2026-06).**

### **Staff Comments**

Community Services Director Haskins and Mo Keles, the applicant, addressed the Council, presented the Item, and answered questions from the Council.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 2 at 7:30 p.m., asking anyone present wishing to address the Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 7:31 p.m.

### **Council Action**

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve the Item as presented. A vote was taken, and the motion passed 7-0.

3. **Hold a Public Hearing, to consider, and act upon, the writing of an Ordinance amending Zoning Ordinance (2023-23), Article 5, Sections 5.1 Land Use Charts, 5.2 Listed Uses, and Article 7 General Development Regulations, as they relate to existing and new listed uses (ZC 2026-04).**

#### **Staff Comments**

Community Services Director Haskins addressed the Council, presented the Item, and answered questions from the Council.

#### **Public Hearing**

Mayor Porter opened the public hearing on Item 3 at 7:40 p.m., asking anyone present wishing to address the Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 7:40 p.m.

#### **Council Action**

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Duke, to approve the Item as presented with the following changes: reduce the required SUP for data center square footage from 25,000 to 5,000 square feet, and add definitions of data and crypto mining. A vote was taken, and the motion passed 7-0.

4. **Consider, and act upon, Ordinance No. 2026-25 of the City Of Wylie, Texas, amending Wylie's Code Of Ordinances, Ordinance No. 2021-17, as amended, amending Ordinance No. 2025-04, as amended, Chapter 22 (Building And Building Regulations), Article XX (Sign Regulations); amending regulations governing the erection, maintenance, and operation of signs; defining terms; providing a penalty clause, Savings/Repealing Clause, Severability Clause and an effective date; and providing for the publication of the caption hereof.**

#### **Staff Comments**

Community Services Director Haskins addressed the Council, presented the Item, and answered questions from the Council.

#### **Council Action**

A motion was made by Councilman Duke, seconded by Councilman Strang, to approve the Item as presented. A vote was taken, and the motion passed 7-0.

5. **Consider, and act upon, the approval of an increase to the contract contingency in the amount of \$951,395.00, representing seven percent (7%) of the contract amount for Contract W2023-99-B, East FM 544 Road Reconstruction Project, to provide funding for future change orders, and authorizing the City Manager to execute any and all necessary documents.**

#### **Staff Comments**

Public Works Director Weir addressed the Council, presented the Item, and he and City Manager Parker answered questions from the Council.

#### **Council Action**

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Duke, to approve the Item as presented. A vote was taken, and the motion passed 6-1 with Councilman Williams voting against.

6. **Consider, and act upon, nominations for a primary and an alternate member to serve on the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) of the Dallas/Fort Worth area for the cities of Allen, Rowlett, Sachse, Wylie, Murphy, Lucas, Parker, and Lavon.**

### **Council Comments**

Mayor Porter provided at the June 9, 2026, City Council meeting, Council nominated himself as the primary member and Michael Schaeffer, Council member with the City of Allen, as the alternate member to serve on the NCTCOG RTC of the Dallas/Fort Worth area for the cities of Allen, Rowlett, Sachse, Wylie, Murphy, Lucas, Parker, and Lavon. After the recommendations were made, the City of Wylie received new information; therefore, this Item has been added back on the agenda for Council's discussion and consideration. Porter stated that Sachse Mayor Jeff Bickerstaff has expressed interest in serving as the alternate.

### **Council Action**

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Williams, to nominate Mayor Matthew Porter as the primary member and Sachse Mayor Jeff Bickerstaff as the alternate member to serve on the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) of the Dallas/Fort Worth area for the cities of Allen, Rowlett, Sachse, Wylie, Murphy, Lucas, Parker, and Lavon. A vote was taken, and the motion passed 7-0.

## **WORK SESSION**

Mayor Porter convened the Council into Work Session at 8:33 p.m.

Mayor Porter convened the Council into a break at 8:34 p.m.

Mayor Porter reconvened the Council into Work Session at 8:44 p.m.

### **WS1. Joint Work Session with the Citizens Bond Advisory Committee to discuss the Committee's recommendations.**

Committee Chair Herzog addressed Council, stating that the Committee held three meetings and put together a bond package for Council to consider. The Committee elected not to bring the following items forward for recommendation: solar street lights on major roadways; sidewalks along Alanis and Westgate Way; East Fork and Avalon Lake Parks; and general street and alley repairs; and bring forward the following projects: rehab Public Works/Animal Shelter/parking lot/demo; S. Ballard/Sachse Rd.; Downtown improvements; new Fire Station, Fire Administration/EOC, 911 Communications, Training/Fleet Logistics Addition up to \$39.5 million; new Public Works building; Founders and Community Park lights, parking, and turf; and a new Animal Shelter building, totaling \$110,000,000.00.

Committee members present included: Herzog, C. Smith, Stone, and Schwerin.

The Council thanked the Committee for its service. Mayor Porter invited the Committee members to attend the next meetings as the Council continues to discuss the projects. He asked that the Council come prepared to the next meeting to discuss and requested that staff provide information, including a breakdown of specific projects, prior to that meeting.

The Mayor skipped WS2 and proceeded to WS3 at 9:02 p.m.

### **WS3. Center for Public Safety Management Overview.**

Deputy Chief Corey Parker, representing the Center for Public Safety Management (CPSM), addressed the Council, presenting a presentation including CPSM methodology; Standards of Cover (Key Concepts); Standards of Cover (Key Components) including comprehensive community risk analysis, utilizes national benchmarking, risk categorization/assessment, baseline assessment and GIS analysis, and response time performance; fire and life safety risk; demand analysis; service demand; key findings and evaluation including department overview and effective response force, response times and effective response force (ERF), ISO resource distribution, EMS, and emergency communications; ISO, EMS, and emergency communications recommendations; performance objectives; call processing goals; travel time goals; medic unit hour utilization; goal: strengthen ERF deployment; community risk reduction; ISO-public protection classification; and Emergency Medical Services.



The Mayor went back to WS2 at 9:49 p.m.

## **WS2. Discuss Potential Public Safety Facilities for Consideration in Upcoming Bond Election.**

Fire Chief Blythe addressed the Council and presented two options: remodel Fire Stations 1 and 2 and construct Fire Admin behind Station 2, or a complete redevelopment of Station 2, and answered questions from the Council.

The Council majority directed staff to move forward with plans to explore constructing an administrative expansion at the Public Safety Building and remodeling the building, at a cost of up to \$10 million. The Council also supported remodeling Fire Stations 1 and 2, with a combined cost of \$15 million.

Mayor Porter convened the Council into a break at 10:52 p.m.

Mayor Porter reconvened the Council into Work Session at 10:59 p.m.

## **WS4. Discuss the FY 2027 Budget for the General Fund, Utility Fund, and 4B Sales Tax Fund.**

City Manager Parker presented an overview of the Fiscal Year 2026-27 General Fund, Utility Fund, and 4B Sales Tax Fund, including proposed revenue assumptions, items included in the proposed base budget, factors to consider, General Fund summary, General Fund new requests, PPFCO requests, Utility Fund summary, Utility Fund new requests, 4B Sales Tax Fund summary, and responded to Council questions.

The Council majority directed for the General Fund holding off on implementing the public safety compensation adjustments, examining our peer cities, move forward with the estimated voter approval rate, implement the step increase for public safety and the merit increase for general government, the proposed insurance increases; however, dig into insurance comparisons in the future, include the two crossing guards, HSIP 78, add \$100,000 to general street maintenance if not implemented as a bond, and instead of doing PPFCO's look at the potential use of Fund Balance for outdoor warning sirens, hydraulic rescue tool replacement, SCBA replacement, and a 2027 ambulance leaving roughly \$700,000 for other one-time expenses.

The Council's direction for the Utility Fund and the 4B Fund included moving forward with staff recommendations.

## **RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 11:56 p.m.

## **EXECUTIVE SESSION**

Mayor Porter convened the Council into Executive Session at 11:56 p.m.

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

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

### **ES1. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Brown, FM 1378/Park, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Brown, and State Hwy 78/Skyview.**

### **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.

**ES3. City Manager Quarterly Evaluation.**

**RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 1:36 a.m.

**READING OF ORDINANCES**

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

City Secretary Storm read the caption of Ordinance No. 2026-25 into the official record.

**ADJOURNMENT**

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to adjourn the meeting at 1:37 a.m. A vote was taken, and the motion passed 7-0.

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**Matthew Porter, Mayor**

**ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

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## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Brown

Account Code: See Exhibit A

### Subject

Consider, and act upon, Ordinance No. 2026-26, amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

### Recommendation

Motion to approve the Item as presented.

### Discussion

This amendment will use \$123,000 of unused mid-year salary savings to cover the remaining cost of the Ride Awake Wylie Rideshare Program for June 1, 2026, through September 30, 2026. The amount needed was not known at the time of the mid-year budget amendment.

**ORDINANCE NO. 2026-26****AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2025-32, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2025-32 setting forth the Budget for Fiscal Year 2025-2026 beginning October 1, 2025, and ending September 30, 2026; and,

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2025-2026 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2025-2026 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2026-26, are completely adopted and approved as amendments to the said FY 2025-2026 Budget.

**SECTION II:** All portions of the existing FY 2025-2026 Budget and Ordinance No. 2025-32, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 14th day of July, 2026.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

Budget Amendment  
Rideshare Program

Exhibit A

| Fund               | Department | Account Number | Account Description | Debit      | Credit | Description       |
|--------------------|------------|----------------|---------------------|------------|--------|-------------------|
| 100                | 5181       | 56040          | Special Services    | 123,000.00 |        | Rideshare Program |
| Total General Fund |            |                |                     | 123,000.00 | 0.00   |                   |



# Wylie City Council

## AGENDA REPORT

Department: Engineering  
 Prepared By: Tommy Weir

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

### Subject

Consider, and act upon, Resolution No. 2026-10(R) authorizing the City Manager to execute an Advanced Funding Agreement between the City of Wylie and TxDOT for the On-System Highway Safety Improvement Project along FM 544 from McCreary Road to SH 78.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The City of Wylie was previously selected for the TxDOT 2023 Highway Safety Improvement Program (HSIP) Call for Projects. As such, Kimley Horn has designed this project to include illumination and signal improvements along the FM 544 corridor from McCreary Rd. to SH 78 and submitted the plans to TxDOT on behalf of the City.

The City of Wylie is requesting to enter into an Advanced Funding Agreement (AFA) with TxDOT to facilitate the construction of these improvements. Part 1 of the construction of the project includes the improved illumination along the 544 corridor for the amount of \$2,113,366.49. This includes federal participation of \$1,653,939.90 and state participation of \$459,426.59. If construction costs go above the pre-determined allowances, the City will be responsible for those overages. Part 2 of this project includes signal improvements at signalized intersections along the FM 544 corridor in the estimated amount of \$578,524.99. This includes federal participation of \$455,549.40 and state participation of \$122,975.59. If construction costs go above the predetermined allocations, TxDOT will be responsible for those overages.

Staff recommends entering into this Advanced Funding Agreement with TxDOT for the construction of improved illumination and signal improvements along FM 544 from McCreary Road to SH 78.

**RESOLUTION NO. 2026-10(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ON-SYSTEM HIGHWAY SAFETY IMPROVEMENTS ALONG FM 544 FROM MCCREARY ROAD TO STATE HIGHWAY 78.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Advanced Funding Agreement between the City of Wylie and Texas Department of Transportation for On-System Highway Safety Improvements along FM 544 from McCreary Road to State Highway 78. (See Exhibit “A – Advance Funding Agreement).

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 14<sup>th</sup> day of July, 2026.

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

**ATTEST TO:**

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



EXHIBIT “A”  
Advance Funding Agreement

|              |                                                                |                |           |                                         |                                   |
|--------------|----------------------------------------------------------------|----------------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:       |                                                                |                |           | Federal Highway Administration:         |                                   |
| CCSJ #       | 0619-03-068                                                    | AFA ID         | Z00012333 | CFDA No.                                | 20.205                            |
| AFA CSJs     | 0619-03-068, 0619-03-069                                       |                |           | CFDA Title                              | Highway Planning and Construction |
| District #   | 18/DAL                                                         | Code Chart 64# | 47050     |                                         |                                   |
| Project Name | FM 544 McCeary Rd. to SH 78<br>and FM 544 McCeary Rd. to SH 78 |                |           | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Project On-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Wylie**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **safety lighting improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **1 / 2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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|--------------|------------------------------------------------------------------|----------------|-----------|----------------------------------------------------|-----------------------------------|
| TxDOT:       |                                                                  |                |           | Federal Highway Administration:                    |                                   |
| CCSJ #       | 0619-03-068                                                      | AFA ID         | Z00012333 | CFDA No.                                           | 20.205                            |
| AFA CSJs     | 0619-03-068, 0619-03-069                                         |                |           | CFDA Title                                         | Highway Planning and Construction |
| District #   | 18/DAL                                                           | Code Chart 64# | 47050     |                                                    |                                   |
| Project Name | FM 544 McCearry Rd. to SH 78<br>and FM 544 McCearry Rd. to SH 78 |                |           | <i>AFA Not Used For Research &amp; Development</i> |                                   |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                          |                                         |            |
|----|--------------------------|-----------------------------------------|------------|
| 1. | <b>Local Government*</b> | Utilities                               | Article 8  |
| 2. | <b>Local Government*</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b>  | Architectural and Engineering Services  | Article 11 |
| 4. | <b>State</b>             | Construction Responsibilities           | Article 12 |
| 5. | <b>Local Government*</b> | Right of Way and Real Property          | Article 14 |

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of **install safety lighting on FM 544 at McCearry Rd. to SH 78 (0619-03-068) and improve traffic signals and interconnect signals on FM 544 from McCearry Rd. to SH 78 (0619-03-069), as shown in Attachment A.**

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

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Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and

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the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will



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be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

### 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

### 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and

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credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                          |                                                                                                                                 |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                                 | <b>State:</b>                                                                                                                   |
| City of Wylie<br>ATTN: City Manager<br>300 Country Club Rd. Bldg. 100<br>Wylie, TX 75098 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local

| TxDOT:       |                                                                |                |           | Federal Highway Administration:                    |                                   |
|--------------|----------------------------------------------------------------|----------------|-----------|----------------------------------------------------|-----------------------------------|
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| AFA CSJs     | 0619-03-068, 0619-03-069                                       |                |           | CFDA Title                                         | Highway Planning and Construction |
| District #   | 18/DAL                                                         | Code Chart 64# | 47050     |                                                    |                                   |
| Project Name | FM 544 McCeary Rd. to SH 78<br>and FM 544 McCeary Rd. to SH 78 |                |           | <i>AFA Not Used For Research &amp; Development</i> |                                   |

Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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| <b>Project Name</b> | <b>FM 544 McCearry Rd. to SH 78<br/>and FM 544 McCearry Rd. to SH 78</b> |                       |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or

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| <b>TxDOT:</b>       |                                                                        |                       |                  | <b>Federal Highway Administration:</b>             |                                          |
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| <b>Project Name</b> | <b>FM 544 McCeary Rd. to SH 78<br/>and FM 544 McCeary Rd. to SH 78</b> |                       |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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| <b>AFA CSJs</b>     | <b>0619-03-068, 0619-03-069</b>                                          |                       |                  | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
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- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall



| TxDOT:       |                                                                |                |           | Federal Highway Administration:         |                                   |
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| AFA CSJs     | 0619-03-068, 0619-03-069                                       |                |           | CFDA Title                              | Highway Planning and Construction |
| District #   | 18/DAL                                                         | Code Chart 64# | 47050     |                                         |                                   |
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complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if

| TxDOT:       |                                                                |                |           | Federal Highway Administration:                    |                                   |
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| AFA CSJs     | 0619-03-068, 0619-03-069                                       |                |           | CFDA Title                                         | Highway Planning and Construction |
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applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at

[singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

|                     |                                 |                                                                        |                  |                                                           |                                          |
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| <b>Project Name</b> |                                 | <b>FM 544 McCeary Rd. to SH 78<br/>and FM 544 McCeary Rd. to SH 78</b> |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS****THE LOCAL GOVERNMENT**


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 Signature

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 Signature

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 Typed or Printed Name

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 Typed or Printed Name

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 Typed or Printed Title

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 Typed or Printed Title

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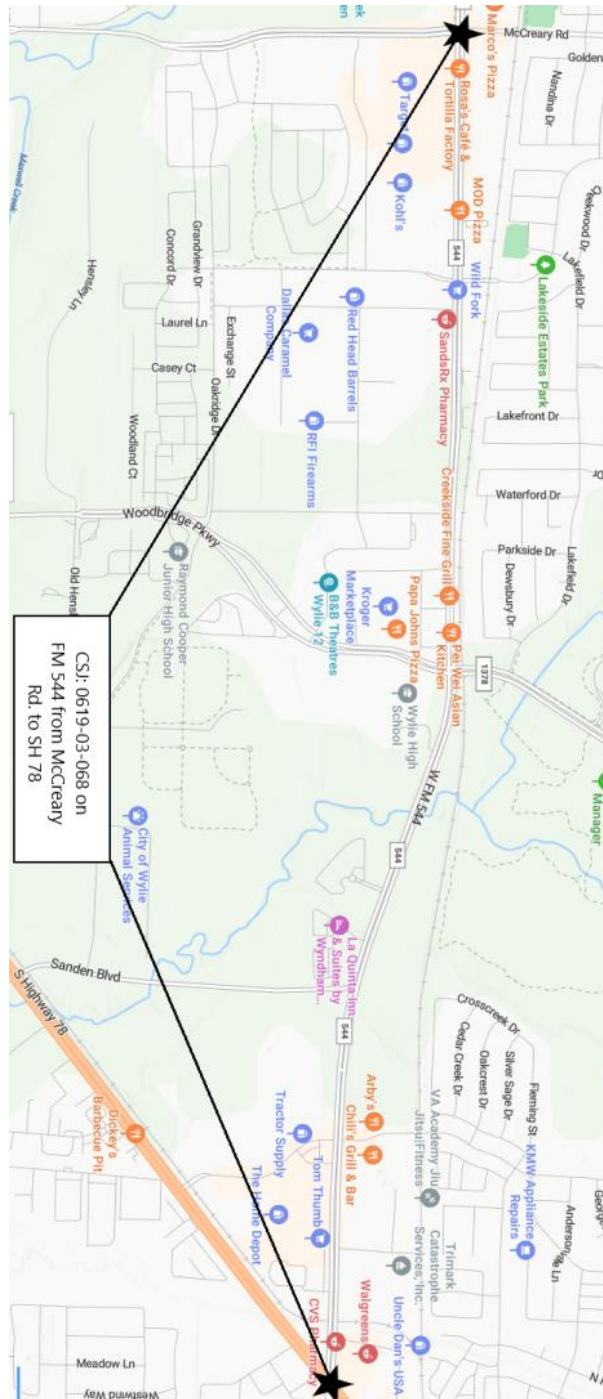
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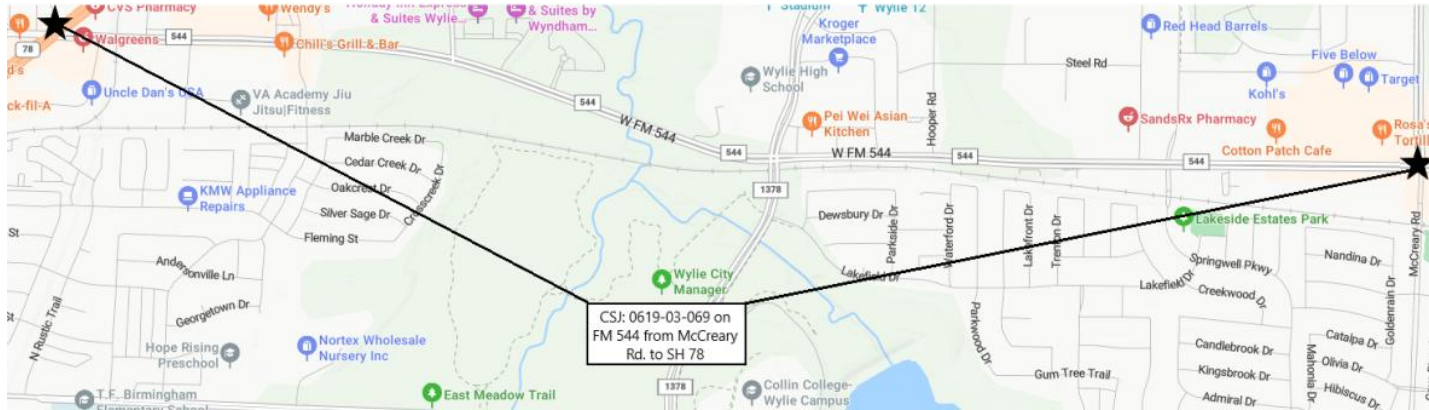
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|--------------|------------------------------------------------------------------|----------------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:       |                                                                  |                |           | Federal Highway Administration:         |                                   |
| CCSJ #       | 0619-03-068                                                      | AFA ID         | Z00012333 | CFDA No.                                | 20.205                            |
| AFA CSJs     | 0619-03-068, 0619-03-069                                         |                |           | CFDA Title                              | Highway Planning and Construction |
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**ATTACHMENT A  
LOCATION MAP SHOWING PROJECT  
CSJ: 0619-03-068**



|                     |                                                                          |                       |                  |                                                    |                                          |
|---------------------|--------------------------------------------------------------------------|-----------------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>       |                                                                          |                       |                  | <b>Federal Highway Administration:</b>             |                                          |
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| <b>AFA CSJs</b>     | <b>0619-03-068, 0619-03-069</b>                                          |                       |                  | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>District #</b>   | <b>18/DAL</b>                                                            | <b>Code Chart 64#</b> | <b>47050</b>     |                                                    |                                          |
| <b>Project Name</b> | <b>FM 544 McCreary Rd. to SH 78<br/>and FM 544 McCreary Rd. to SH 78</b> |                       |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

**ATTACHMENT A**  
**LOCATION MAP SHOWING PROJECT**  
**CSJ: 0619-03-069**



|                     |                                                               |                       |           |                                                    |                                   |                    |
|---------------------|---------------------------------------------------------------|-----------------------|-----------|----------------------------------------------------|-----------------------------------|--------------------|
| <b>TxDOT:</b>       |                                                               |                       |           | <b>Federal Highway Administration:</b>             |                                   | 07/14/2026 Item C. |
| <b>CCSJ #</b>       | 0619-03-068                                                   | <b>AFA ID</b>         | Z00012333 | <b>CFDA No.</b>                                    | 20.205                            |                    |
| <b>AFA CSJs</b>     | 0619-03-068, 0619-03-069                                      |                       |           | <b>CFDA Title</b>                                  | Highway Planning and Construction |                    |
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**ATTACHMENT B  
PROJECT BUDGET  
CSJ: 0619-03-068**

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the cost overruns.

| DESCRIPTION                        | TOTAL<br>ESTIMATED<br>COST | FEDERAL<br>PARTICIPATION |                       | STATE<br>PARTICIPATION |                     | LOCAL<br>PARTICIPATION |                    |
|------------------------------------|----------------------------|--------------------------|-----------------------|------------------------|---------------------|------------------------|--------------------|
|                                    |                            | %                        | Cost                  | %                      | Cost                |                        | Cost               |
| Engineering (by Local)             | \$50,000.00                | 0%                       | \$0                   | 0%                     | \$0                 | 100%                   | \$50,000.00        |
| Construction (by State)            | \$1,837,711.00             | 90%                      | \$1,653,939.90        | 10%                    | \$183,771.10        | 0%                     | \$0                |
| <b>Subtotal</b>                    | <b>\$1,887,711.00</b>      |                          | <b>\$1,653,939.90</b> |                        | <b>\$183,771.10</b> |                        | <b>\$50,000.00</b> |
| Environmental Direct State Costs   | \$21,455.32                | 0%                       | \$0                   | 100%                   | \$21,455.32         | 0%                     | \$0                |
| Right of Way Direct State Costs    | \$21,455.32                | 0%                       | \$0                   | 100%                   | \$21,455.32         | 0%                     | \$0                |
| Engineering Direct State Costs     | \$21,455.33                | 0%                       | \$0                   | 100%                   | \$21,455.33         | 0%                     | \$0                |
| Utility Direct State Costs         | \$21,455.33                | 0%                       | \$0                   | 100%                   | \$21,455.33         | 0%                     | \$0                |
| Construction Direct State Costs    | \$85,821.31                | 0%                       | \$0                   | 100%                   | \$85,821.31         | 0%                     | \$0                |
| <b>Subtotal</b>                    | <b>\$171,642.61</b>        |                          | <b>\$0</b>            |                        | <b>\$171,642.61</b> |                        | <b>\$0</b>         |
| <b>Indirect State Cost – 5.51%</b> | <b>\$104,012.88</b>        | 0%                       | <b>\$0</b>            | 100%                   | <b>\$104,012.88</b> | 0%                     | <b>\$0</b>         |
| <b>TOTAL</b>                       | <b>\$2,163,366.49</b>      |                          | <b>\$1,653,939.90</b> |                        | <b>\$459,426.59</b> |                        | <b>\$50,000.00</b> |

Initial Payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

|                     |                                                             |                       |           |                                                    |                                   |                    |
|---------------------|-------------------------------------------------------------|-----------------------|-----------|----------------------------------------------------|-----------------------------------|--------------------|
| <b>TxDOT:</b>       |                                                             |                       |           | <b>Federal Highway Administration:</b>             |                                   | 07/14/2026 Item C. |
| <b>CCSJ #</b>       | 0619-03-068                                                 | <b>AFA ID</b>         | Z00012333 | <b>CFDA No.</b>                                    | 20.205                            |                    |
| <b>AFA CSJs</b>     | 0619-03-068, 0619-03-069                                    |                       |           | <b>CFDA Title</b>                                  | Highway Planning and Construction |                    |
| <b>District #</b>   | 18/DAL                                                      | <b>Code Chart 64#</b> | 47050     |                                                    |                                   |                    |
| <b>Project Name</b> | FM 544 McCeary Rd. to SH 78 and FM 544 McCeary Rd. to SH 78 |                       |           | <i>AFA Not Used For Research &amp; Development</i> |                                   |                    |

**ATTACHMENT B  
PROJECT BUDGET  
CSJ: 0619-03-069**

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

| DESCRIPTION                        | TOTAL<br>ESTIMATED<br>COST | FEDERAL<br>PARTICIPATION |                       | STATE<br>PARTICIPATION |                     | LOCAL<br>PARTICIPATION |                     |
|------------------------------------|----------------------------|--------------------------|-----------------------|------------------------|---------------------|------------------------|---------------------|
|                                    |                            | %                        | Cost                  | %                      | Cost                |                        | Cost                |
| Engineering (by Local)             | \$50,000.00                | 0%                       | \$0                   | 0%                     | \$0                 | 100%                   | \$50,000.00         |
| Construction (by State)            | \$506,166.00               | 90%                      | \$455,549.40          | 10%                    | \$50,616.60         | 0%                     | \$0                 |
| <b>Subtotal</b>                    | <b>\$556,166.00</b>        |                          | <b>\$455,549.40</b>   |                        | <b>\$50,616.60</b>  |                        | <b>\$50,000.00</b>  |
| Environmental Direct State Costs   | \$5,909.48                 | 0%                       | \$0                   | 100%                   | \$5,909.48          | 0%                     | \$0                 |
| Right of Way Direct State Costs    | \$5,909.49                 | 0%                       | \$0                   | 100%                   | \$5,909.49          | 0%                     | \$0                 |
| Engineering Direct State Costs     | \$5,909.49                 | 0%                       | \$0                   | 100%                   | \$5,909.49          | 0%                     | \$0                 |
| Utility Direct State Costs         | \$5,909.49                 | 0%                       | \$0                   | 100%                   | \$5,909.49          | 0%                     | \$0                 |
| Construction Direct State Costs    | \$23,637.95                | 0%                       | \$0                   | 100%                   | \$23,637.95         | 0%                     | \$0                 |
| <b>Subtotal</b>                    | <b>\$47,275.90</b>         |                          | <b>\$0</b>            |                        | <b>\$47,275.90</b>  |                        | <b>\$0</b>          |
| <b>Indirect State Cost – 5.51%</b> | <b>\$25,083.09</b>         | 0%                       | <b>\$0</b>            | 100%                   | <b>\$25,083.09</b>  | 0%                     | <b>\$0</b>          |
| <b>TOTAL</b>                       | <b>\$628,524.99</b>        |                          | <b>\$455,549.40</b>   |                        | <b>\$122,975.59</b> |                        | <b>\$50,000.00</b>  |
| <b>GRAND TOTAL</b>                 | <b>\$2,791,891.48</b>      |                          | <b>\$2,109,489.30</b> |                        | <b>\$582,402.18</b> |                        | <b>\$100,000.00</b> |

Initial Payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before Construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

|              |                          |                                                               |           |  |                                         |                                   |
|--------------|--------------------------|---------------------------------------------------------------|-----------|--|-----------------------------------------|-----------------------------------|
| TxDOT:       |                          |                                                               |           |  | Federal Highway Administration:         |                                   |
| CCSJ #       | 0619-03-068              | AFA ID                                                        | Z00012333 |  | CFDA No.                                | 20.205                            |
| AFA CSJs     | 0619-03-068, 0619-03-069 |                                                               |           |  | CFDA Title                              | Highway Planning and Construction |
| District #   | 18/DAL                   | Code Chart 64#                                                | 47050     |  |                                         |                                   |
| Project Name |                          | FM 544 McCreary Rd. to SH 78 and FM 544 McCreary Rd. to SH 78 |           |  | AFA Not Used For Research & Development |                                   |

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**





# Wylie City Council

## AGENDA REPORT

**Department:** Community Development  
**Prepared By:** Jasen Haskins

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

### Subject

Consider, and act upon, Ordinance No. 2026-27 for a change in zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP), to allow for convenience store and motor vehicle fueling station use on 3.53 acres generally located on the northeast corner of Country Club and Park Blvd. (ZC 2026-06).

### Recommendation

Motion to approve the Item as presented.

### Discussion

On June 23, 2026 City Council approved the writing of an ordinance for a change of zoning from Neighborhood Services (NS) to Neighborhood Services - Special Use Permit (NS-SUP), to allow for convenience store and motor vehicle fueling station use on 3.53 acres generally located on the northeast corner of Country Club and Park Blvd. (ZC 2026-06)

Final approval of Zoning Case 2026-06 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 (Development Standards) 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. 2026-27

**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 2026-06, FOR A CHANGE IN ZONING FROM NEIGHBORHOOD SERVICES (NS) TO NEIGHBORHOOD SERVICES - SPECIAL USE PERMIT (NS-SUP), TO ALLOW FOR CONVENIENCE STORE AND MOTOR VEHICLE FUELING STATION USE (ZC 2026-06); PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Neighborhood Services - Special Use Permit (NS-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 Development Standards 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 affecting 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 14th day of July, 2026.

---

Matthew Porter, Mayor

ATTEST:

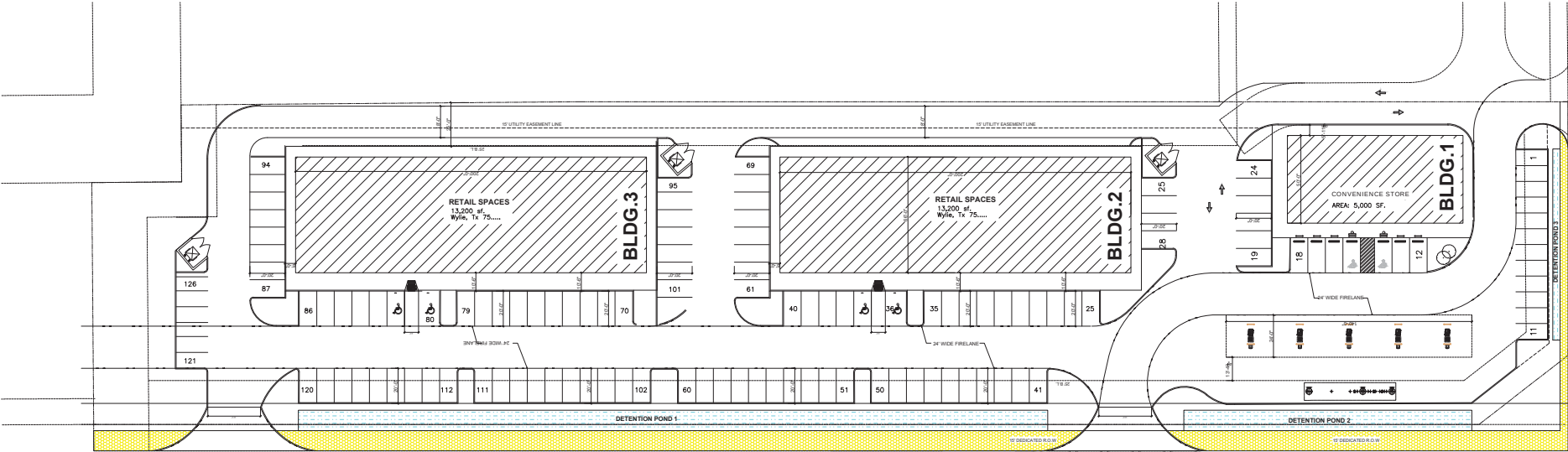
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Stephanie Storm, City Secretary

*Date of Publication: July 23, 2026, in The Wylie News.*

**Exhibit "A"**  
**Legal Description**

Being all of Lot 1, Block A of the Birmingham Place Phase 5 Addition to the City of Wylie, Texas.



COUNTRY CLUB RD.

PARK BOULEVARD

## **EXHIBIT “C”**

### **Conditions for Special Use Permit**

#### **I. PURPOSE**

The purpose of this Special Use Permit is to allow for a motor fueling station with a convenience store use within a commercial retail development.

#### **II. GENERAL CONDITIONS**

1. The base zoning for the property, as depicted in the zoning exhibit, shall be Neighborhood Services (NS).
2. The Special Use Permit shall not affect any regulations of the Neighborhood Services (NS) design standards, as provided in Article 4 and 5 of the City of Wylie Zoning Ordinance as adopted June 2023; except as specifically provided herein.
3. The design and development of the Keles Fueling Station and Convenience Store shall be in accordance with Section II below and the Zoning Exhibit (Exhibit “B”).

#### **III. SPECIAL CONDITIONS**

1. The following listed uses as defined in Articles 5 and 7 of the Zoning Ordinance (adopted as of June 2023) shall be allowed by-right on Lot 1, as depicted in the Zoning Exhibit (Exhibit “B”), only:
  - a. Fueling Station
  - b. Convenience Store
  - c. Beer and Wine Sales with a waiver to the 300’ distance requirements from a public school.
  - d. Smoking product sales: limited to cigarettes & cigars with a waiver to the 300’ distance requirement from a public school.
    - i. The total floor area allowed for the sale of smoking products is limited to 100 sqft and shall not be openly accessible to the general public.
    - ii. The sale of e-cigarettes, vape cartridges, CBD or THC smokable or edible products shall be prohibited.



# Wylie City Council

## AGENDA REPORT

**Department:** Community Development

**Prepared By:** Jasen Haskins

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

### Subject

Consider, and act upon, Ordinance No. 2026-28 for a change in zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for a minor auto repair use on 1.275 acres located at 7940 E. Parker Road (ZC 2026-05).

### Recommendation

Motion to approve the Item as presented.

### Discussion

On June 23, 2026, City Council approved the writing of an ordinance for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for a minor auto repair use on 1.275 acres located at 7940 E. Parker Road (ZC 2026-05).

As a part of that approval, the City Council required the following:

- The existing 2,400 sq. ft. metal building located at the southeast corner of the property be removed.
- All overnight parking be located inside or to the rear of the new building.
- An 8' screening fence be built on the three sides of the property not facing Parker Road.

Those requirements are reflected in the amended SUP conditions.

Final approval of Zoning Case 2026-05 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 (Development Standards) 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. 2026-28

**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 2026-05, FOR A CHANGE IN ZONING FROM COMMERCIAL CORRIDOR (CC) TO COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC-SUP), TO ALLOW FOR A MINOR AUTO REPAIR USE ON 1.275 ACRES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1:** That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Commercial Corridor (CC) to 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 Development Standards 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 affecting 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 14th day of July, 2026.

---

Matthew Porter, Mayor

ATTEST:

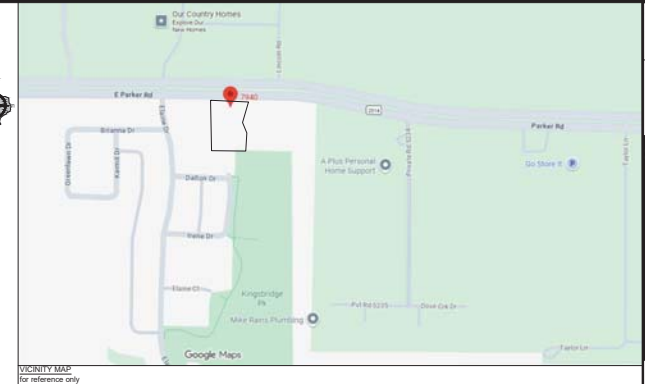
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Stephanie Storm, City Secretary

*Date of Publication: July 23, 2026, in The Wylie News.*

**Exhibit A**  
**Legal Description**

Property being all of Lot 1, Block A of the 2514 Addition to the City of Wylie, Collin County, Texas located at 7940 E. Parker Road, Wylie, Texas 75098



VICINITY MAP  
 for reference only

### SITE DATA SUMMARY TABLE

#### GENERAL SITE DATA

|                                   |                              |
|-----------------------------------|------------------------------|
| ZONING:                           | CC - COMMERCIAL CORRIDOR     |
| PROPOSED LAND USE:                | LIGHT AUTO REPAIR (SUP)      |
| LOT AREA 5.17 ACRES (PER PLAT):   | 55,539 SQ. FT. / 1.275 ACRES |
| BUILDING FOOTPRINT AREA:          | 4,875 SQ. FT.                |
| AREA COVERED BY CANOPY:           | N/A                          |
| MAXIMUM BUILDING HT. (8 STORIES): | 1                            |
| MAXIMUM BUILDING HT. (FEET)       | 35'                          |
| LOT COVERAGE:                     | 8.78%                        |
| FLOOR AREA RATIO:                 | 1/11                         |

#### PARKING TABULATIONS

|                              |       |
|------------------------------|-------|
| PARKING REQ'D (1:300):       | 18/25 |
| PARKING PROVIDED:            | 18    |
| ACCESSIBLE PARKING REQ'D:    | 1     |
| ACCESSIBLE PARKING PROVIDED: | 2     |
| TOTAL PARKING PROVIDED:      | 18    |

#### LANDSCAPING AREAS (LS AREAS)

|                              |                |
|------------------------------|----------------|
| LS AREA REQ'D (20% OF SITE): | 11,109 SQ. FT. |
| STREET YARD AREA:            | 5,300 SQ. FT.  |
| STREET YARD LS PROVIDED:     | 4,485 SQ. FT.  |
| ISLAND LS PROVIDED:          | 1,451 SQ. FT.  |
| INTERNAL LS PROVIDED:        | 20,581 SQ. FT. |
| TOTAL LS AREA PROVIDED:      | 26,487 SQ. FT. |

#### PERMEABLE AREAS:

|                        |   |
|------------------------|---|
| PERMEABLE PAVEMENT:    | 0 |
| OTHER PERMEABLE AREAS: | 0 |
| TOTAL PERMEABLE AREA:  | 0 |

#### IMPERVIOUS AREAS (WITHIN LOT)

|                           |                |
|---------------------------|----------------|
| BUILDING AREA:            | 4,875 SQ. FT.  |
| EXG. BUILDING AREAS:      | 2,576 SQ. FT.  |
| PAVED WALKWAYS/ PLATWORK: | 1,827 SQ. FT.  |
| DRIVES, PARKING & OTHER:  | 19,764 SQ. FT. |
| TOTAL IMPERVIOUS AREA:    | 29,042 SQ. FT. |

#### TOTAL AREA FOR OUTDOOR STORAGE:

|                                |                |
|--------------------------------|----------------|
| TOTAL LS + IMPERVIOUS + OTHER: | 55,539 SQ. FT. |
| LANDSCAPE AREA (%):            | 47.71%         |

#### PRELIMINARY SITE PLAN NOTES

- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
- HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
- SIDEWALKS SHALL BE PROVIDED PER THE CITY DESIGN MANUAL IN THE PUBLIC RIGHT OF WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY.
- BARRIER/FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
- ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTIONS DEPT.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN CITY ORDINANCE.
- ALL PRIVATE ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND.
- USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN THE ZONING ORDINANCE.
- NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE HAZARD MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.
- ALL PROPOSED PAVING SHALL BE CONCRETE PER CITY OF WYLLIE STANDARDS.
- ANTICIPATED CONSTRUCTION START: JUNE, 2026.
- FIRE LANES SHALL BE IN PLACE PRIOR TO ANY VERTICAL CONSTRUCTION.

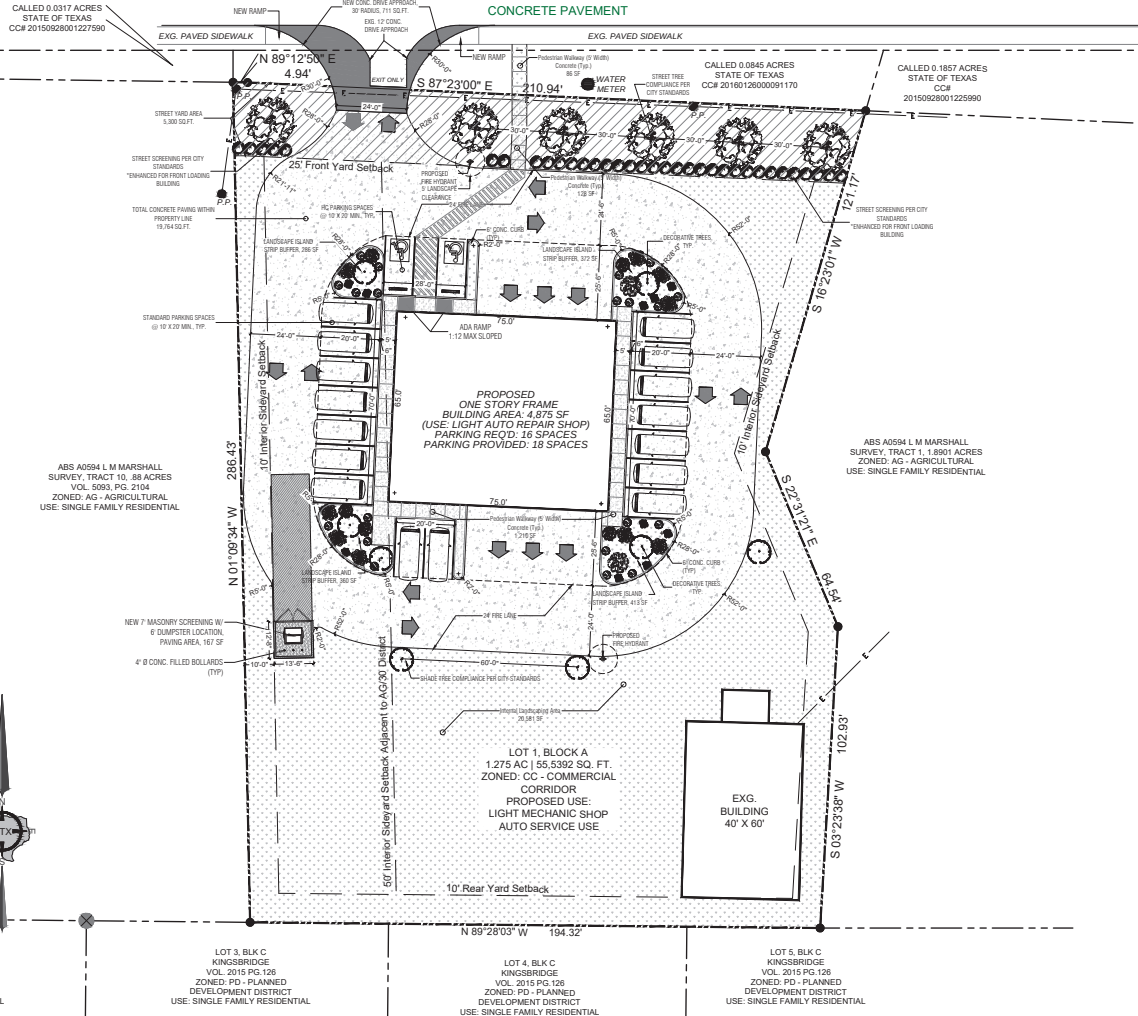
## PARKER ROAD (F.M. 2514) VARIABLE WIDTH R.O.W.

### CONCRETE PAVEMENT

CALLED 0.0317 ACRES  
 STATE OF TEXAS  
 CCR# 20150928001227590

CALLED 0.0845 ACRES  
 STATE OF TEXAS  
 CCR# 20160126000091170

CALLED 0.1857 ACRES  
 STATE OF TEXAS  
 CCR# 20150928001225980



### 1 SITE PLAN

Scale: 1" = 20'-0"



**ZONING SPECIAL NOTE**  
 APPROVAL OF ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

**EXHIBIT "C"****CONDITIONS FOR SPECIAL USE PERMIT****I. PURPOSE**

1. The purpose of this Special Use Permit is to allow for an automobile repair (minor) use within the Commercial Corridor District.

**II. GENERAL CONDITIONS**

1. This Special Use Permit shall not affect any regulations of the Commercial Corridor District (CC) set forth in Articles 4 and 5 of the Comprehensive Zoning Ordinance (adopted June 2023), except as specifically provided herein.
2. The design and development of the Parker European Car Care project shall be in accordance with Section III below and the Zoning Exhibit (Exhibit "B").

**III. SPECIAL CONDITIONS**

1. This Special Use Permit shall allow for an automobile repair (minor) use within the Commercial Corridor District.
2. This Special Use Permit shall allow for service and loading areas facing Parker Road, with landscaping provided in accordance with Zoning Exhibit "B".
3. All overnight parking shall be inside or to the rear of the main structure so as not to be seen from the public right-of-way.
4. An eight foot high screening fence shall be built around the three sides of the property not facing Parker Road.
5. The existing metal building with metal frame located on the subject property, shall be demolished prior to the Parker European Car Care development receiving its Certificate of Occupancy.



# Wylie City Council

## AGENDA REPORT

**Department:** Community Development  
**Prepared By:** Jasen Haskins

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

### Subject

Consider, and act upon, Ordinance No. 2026-29 regarding an amendment to the City of Wylie Zoning Ordinance No. 2023-23, Article 5, Sections 5.1 Land Use Charts, 5.2 Listed Uses, and Article 7 General Development Regulations, as they relate to existing and new listed uses (ZC 2026-04).

### Recommendation

Motion to approve the Item as presented.

### Discussion

On June 23, 2026 the City Council approved the writing of an ordinance to amend the Zoning Ordinance (2023-23), Article 5, Sections 5.1 Land Use Charts, 5.2 Listed Uses, and Article 7 General Development Regulations, as they relate to existing and new listed uses (ZC 2026-04).

As part of that approval, the City Council required that an SUP be required for any Data Center over 5,000 sq. ft. and add crypto mining and data mining to the definition.

Upon approval, the amendments will:

1. Remove all listed drive through uses found in the land use chart on Section 5.1 and defined in Section 5.2 to create a consolidated Drive-Through Service section within Section 7.12 of the Zoning Ordinance which contains the following general provisions:
2. Added new unlisted uses to Section 5.1 and Section 5.2 of the Zoning Ordinance (Event Center, Drone Delivery Station, Data Center).
3. Mining use removed from Section 5.1 Land Use Chart and Section 5.2 Listed uses.
4. Revised the Home Occupation provisions found in Section 5.2 of the Zoning Ordinance in order to remain in compliance with State Law requirements by amending the following:
5. Requirement of the Sexually Oriented Business to obtain a Special Use Permit within the Light Industrial and Heavy Industrial districts.

The adoption of the attached Ordinance makes the appropriate amendments and provides a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

## ORDINANCE NO. 2026-29

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING THE CITY OF WYLIE THE ZONING ORDINANCE, ARTICLE 5, SECTIONS 5.1 LAND USE CHARTS, 5.2 LISTED USES, AND ARTICLE 7 GENERAL DEVELOPMENT REGULATIONS, AS THEY RELATE TO EXISTING AND NEW LISTED USES; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas (“Wylie”) to amend Article 5, Sections 5.1 Land Use Charts, 5.2 Listed Uses, and Article 7 General Development Regulations, as they relate to existing and new listed uses; and

WHEREAS, the City Council finds that this Ordinance contains textual amendments to the Zoning Ordinance that do not change zoning district boundaries, and therefore, written notice to individual property owners is not legally required; and

WHEREAS, the City Council finds that all legal notices required for amending the Zoning Ordinance have been given in the manner and form set forth by law, public hearings have been held on the proposed amendments and all other requirements of notice have been fulfilled; and

WHEREAS, the City Council finds that it is in the best interests of Wylie and its citizens to amend the Zoning Ordinance as set forth below, and that such amendments are in furtherance of the health, safety, morals and general welfare of the Wylie community and the safe, orderly and healthful development of Wylie.

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

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

SECTION 2: Article 5, Use Regulations, Article 5.2 Listed Uses and Article 7, General Development Regulations of Wylie’s Zoning Ordinance, are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

SECTION 3: The Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, 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 ordinance shall remain in full force and effect.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof

irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Any person, firm, corporation or entity violating this Ordinance or any provision of Wylie's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 14th day of July, 2026.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

*Date of Publication: July 23, 2026 in The Wylie News*

## Exhibit A

### Zoning Ordinance Land Use Amendments (ZC 2026-04)

#### Delete Section 5.1.D.1 and 5.1.F.19 as listed uses

| Permitted uses                                                   | Residential Districts |       |              |          |    |    |    | Non-Residential Districts |               |               |    |              |    |           |     | Parking                        |
|------------------------------------------------------------------|-----------------------|-------|--------------|----------|----|----|----|---------------------------|---------------|---------------|----|--------------|----|-----------|-----|--------------------------------|
|                                                                  | Low Density           |       | High Density |          |    |    |    | Commercial                |               |               |    | Industrial   |    | Mixed Use |     |                                |
|                                                                  | AG/30                 | SF-ED | SF 20/26     | SF 10/24 | TH | MF | MH | NS                        | CR            | CC            | BG | LI           | HI | DTH       | SBO |                                |
| <del>1. Financial Institution (with drive-thru)</del>            |                       |       |              |          |    |    |    | <del>S</del>              | <del>S</del>  | <del>P</del>  |    | <del>P</del> |    |           |     | <del>1 per 400-sq-ft (L)</del> |
| <del>19. Restaurant with Drive-in or Drive-through Service</del> |                       |       |              |          |    |    |    |                           | <del>S*</del> | <del>S*</del> |    |              |    |           |     | <del>1 per 150-sq-ft (L)</del> |

#### Add Section 7.12 Drive-Through Service Provisions:

##### A. General Provisions:

- a. Establishments are only permitted to operate with drive-through services before the date of this ordinance. For drive-through services after the date of this ordinance, a Special Use Permit (SUP) must be obtained from the City of Wylie.
- b. The minimum stacking space for the first vehicle stop for a commercial drive-through shall be a minimum of 100-feet, and a minimum of 40-feet thereafter, for any other stops.
- c. Drive through and stacking area shall not be located adjacent to residential uses.
- d. The General Provision regarding Alcohol Provisions listed in Section 7.10 shall apply.



**Add Section 5.1.E.12 “Event Center” as a listed use**

| Permitted uses                            | Residential Districts |       |              |          |    |    |    | Non-Residential Districts |    |    |    |            |    |           | Parking             |
|-------------------------------------------|-----------------------|-------|--------------|----------|----|----|----|---------------------------|----|----|----|------------|----|-----------|---------------------|
|                                           | Low Density           |       | High Density |          |    |    |    | Commercial                |    |    |    | Industrial |    | Mixed Use |                     |
| E. Recreational Entertainment & Amusement | AG/30                 | SF-ED | SF 20/26     | SF 10/24 | TH | MF | MH | NS                        | CR | CC | BG | LI         | HI | DTH       | SBO                 |
| 12. Event Center                          |                       |       |              |          |    |    |    |                           | S  | S  |    | P*         |    | P*        | 1 Per 100 sq ft (L) |

**Add Section 5.2.E.12 “Event Center” definition and provisions****12. Event Center**

- a. Definition: Event center means a building or part of a building used for hosting gatherings or reception-type events. These types of uses include, but are not limited to birthday parties, weddings, baby showers, and commercial gatherings.
- b. Additional Provisions:
  - (1) The event center shall provide security at every event where alcoholic beverages are provided or served.
  - (2) Event centers shall not be located within 500’ of the property line of a residentially zoned property.
  - (3) A Special Use Permit shall be required within the Community Retail and Commercial Corridor Zoning districts.

**Add 5.1.E.19 “Drone Delivery Station” as a listed use**

| Permitted uses                                | Residential Districts |       |              |          |    |    |    | Non-Residential Districts |    |    |    |            |    |           |     | Parking              |
|-----------------------------------------------|-----------------------|-------|--------------|----------|----|----|----|---------------------------|----|----|----|------------|----|-----------|-----|----------------------|
|                                               | Low Density           |       | High Density |          |    |    |    | Commercial                |    |    |    | Industrial |    | Mixed Use |     |                      |
| E. Utility, Transportation and Public Service | AG/30                 | SF-ED | SF 20/26     | SF 10/24 | TH | MF | MH | NS                        | CR | CC | BG | LI         | HI | DTH       | SBO |                      |
| 19. Drone Delivery Station                    |                       |       |              |          |    |    |    |                           | S  | S  |    | P*         | P* |           |     | Per approved SUP (L) |

**Add 5.2.E.19 “Drone Delivery Station” definition and provision****19. Drone Delivery Station**

- a. Definition: Drone delivery station means an area that is designated as a local home base for the storage and operation of drone delivery services.
- b. Additional Provisions:
  - (1) Drone delivery stations shall not be located within 150’ of the property line of a residentially zoned property.
  - (2) A Special Use Permit shall be required within the Community Retail and Commercial Corridor Zoning districts.

**Add 5.1.H.8 “Data Center” as a listed use**

| Permitted uses                  | Residential Districts |       |              |          |    |    |    | Non-Residential Districts |    |    |    |            |    |           | Parking |                      |
|---------------------------------|-----------------------|-------|--------------|----------|----|----|----|---------------------------|----|----|----|------------|----|-----------|---------|----------------------|
|                                 | Low Density           |       | High Density |          |    |    |    | Commercial                |    |    |    | Industrial |    | Mixed Use |         |                      |
| H. Industrial and Manufacturing | AG/ 30                | SF-ED | SF 20/26     | SF 10/24 | TH | MF | MH | NS                        | CR | CC | BG | LI         | HI | DTH       | SBO     |                      |
| 8. Data Center                  |                       |       |              |          |    |    |    |                           |    | S  |    | P*         | P* |           |         | Per approved SUP (L) |

**Add 5.2.H.8 “Data Center” definition and provisions****8. Data Center**

- a. Definition: Data Center means a facility that houses computing, networking, and storage equipment used to store, process, manage, and transmit data, including high-performance computing systems and infrastructure supporting artificial intelligence (AI), machine learning, cloud computing, data mining, crypto currency mining, and other advanced digital services.
- b. Additional Provisions:
  - (1) A Special Use Permit shall be required within the Commercial Corridor Zoning districts.
  - (2) A Special Use Permit shall be required for facilities which have a cumulative building area at or over 5,000 square feet per platted lot.
  - (3) Developments with a cumulative building area over 5,000 square feet shall provide a utility study demonstrating compatibility with existing city and franchisee infrastructure.
  - (4) The following requirements shall be met for Data Centers with Special Use Permits:
    - (a) Developments shall be required to provide a will service letter from the water provider.
    - (b) Developments shall be on a closed water loop system.

**Delete 5.1.H.5 “Mining” Use**

| Permitted uses                  | Residential Districts |       |              |          |    |    |    | Non-Residential Districts |    |    |    |            |              |           | Parking                     |
|---------------------------------|-----------------------|-------|--------------|----------|----|----|----|---------------------------|----|----|----|------------|--------------|-----------|-----------------------------|
|                                 | Low Density           |       | High Density |          |    |    |    | Commercial                |    |    |    | Industrial |              | Mixed Use |                             |
| H. Industrial and Manufacturing | AG/30                 | SF-ED | SF 20/26     | SF 10/24 | TH | MF | MH | NS                        | CR | CC | BG | LI         | HI           | DTH       | SBO                         |
| <del>5. Mining</del>            | <del>S</del>          |       |              |          |    |    |    |                           |    |    |    |            | <del>S</del> |           | <del>Per approved SUP</del> |

**Delete 5.2.H.5 “Mining” Definition and provisions****~~5. Mining~~**

~~a. **Definition:** Mining means the extraction, removal, or stockpiling of earth materials, including soil, sand, gravel, or other materials found in the earth. The excavation of earth materials for ponds or lakes, including excavations for fish farming ponds and recreational lakes are considered mining unless otherwise expressly authorized by another provision of this ordinance. The following are not considered mining:~~

~~— Excavation, removal, or stockpiling of earth materials incidental to construction approved by a final plat, building permit, or for governmental or utility construction projects.~~

**~~b. Additional Provisions:~~**

~~(1) A master plan and site plan, operation plans, and a restoration plan shall be provided with the Special Use Permit application.~~

~~(2) A Special Use Permit shall not be granted unless required state review and approval has been obtained.~~

**Amend Section 5.1.E.9 “Sexually Oriented Business” Use**

| Permitted uses                               | Residential Districts |       |              |          |    |     |     | Non-Residential Districts |    |    |    |            |    |           |      | Parking             |
|----------------------------------------------|-----------------------|-------|--------------|----------|----|-----|-----|---------------------------|----|----|----|------------|----|-----------|------|---------------------|
|                                              | Low Density           |       | High Density |          |    |     |     | Commercial                |    |    |    | Industrial |    | Mixed Use |      |                     |
| E. Recreational, Entertainment and Amusement | AG/30                 | SF-ED | SF 20/26     | SF 10/24 | TH | M F | M H | NS                        | CR | CC | BG | LI         | HI | DT H      | SB O |                     |
| 9. Sexually Oriented Business                |                       |       |              |          |    |     |     |                           |    |    |    | S          | S  |           |      | 1 Per 150 sq ft (L) |

**Amend Section 5.2.E.9 “Sexually Oriented Business” definition and provisions****9. Sexually-Oriented Business**

- Definition:** An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, or nude model studio.

**Additional Provisions:**

- A Special Use Permit shall be required within the Light Industrial and Heavy Industrial zoning districts.
- This use shall meet all requirements of the Chapter 26 “Businesses” of the City of Wylie Code of Ordinances, and Article IV Sexually Oriented Businesses.

**Amend Section 5.2.J.9 “Home Occupation” definition and provisions****9. Home Occupation.**

- Definition: Home occupation means an occupation that is incidental to the primary use of the premises as a residence and conducted on the residential premises by a resident of the premises.
- Additional Provisions: In order to maintain compatibility with the residential use of the property where the business is located, additional provisions are;

All permitted districts:

- A home-based business that sells alcohol, is a sober living home, or is a Sexually Oriented Business, requires a Special Use Permit.
- On-premise advertisements, signs or displays are prohibited.
- The appearance of the structure shall not be altered, nor shall the occupation within the dwellings be conducted in a manner which would cause the premises to differ from its residential character either

by the use of colors, materials, construction, lighting, or by signs, or the emission of sounds, noises, dust, odors, fumes, smoke, or vibrations.

- (4) Pedestrian and vehicular traffic will be limited to that normally associated with residential districts.
- (5) There shall be no outdoor storage of materials or equipment. There shall be no visible merchandise visible from outside the dwelling.
- (6) There shall be no use or storage of mechanical equipment not recognized as being part of normal household or hobby use.
- (7) A property owner may seek a variance to this ordinance in accordance with Article 8, Section 8.4 to the Zoning Board of Adjustment.
- (8) As defined by the Human Resource Code, Chapter 42 an "In-home Day Care" or a "Family home" that is certified, listed or registered with the State of Texas is exempt from this Ordinance, and governed by the rules and regulations of the State of Texas.



# Wylie City Council

## AGENDA REPORT

|                     |                               |                      |                                            |
|---------------------|-------------------------------|----------------------|--------------------------------------------|
| <b>Department:</b>  | <u>Engineering Department</u> | <b>Account Code:</b> | <u>415-5415-58210 ;<br/>471-5471-58210</u> |
| <b>Prepared By:</b> | <u>Hector Sanchez</u>         |                      |                                            |

### Subject

Consider, and act upon, the approval of an increase to the contract contingency in the amount of \$920,000.00, representing five percent (5%) of the contract amount for Contract W2023-106-B, McMillen Road – (McCreary Road to Country Club) Road Reconstruction Project, to provide funding for future change orders, and authorizing the City Manager to execute any and all necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The McMillen Road Reconstruction Project, Contract No. W2023-106-B, was awarded in the amount of \$19,332,440.66, with an additional 10% pre-awarded change order allowance of \$1,933,244.66, to address anticipated adjustments during construction. The project scope includes major roadway reconstruction and associated improvements necessary to expand the corridor and improve traffic operations and safety.

During the course of construction, the original contract contingency and pre-awarded change order allowance have been fully utilized and exceeded due to necessary field adjustments, utility coordination impacts, and additional work required to complete the project in accordance with design intent and field conditions. These costs were essential to maintain project progress and avoid delays.

Staff is now requesting approval of an additional increase to the contract contingency in the amount of \$920,000.00, representing five percent (5%) of the original contract amount. This request includes \$100,000.00 to provide sufficient funding for the remaining anticipated and potential final closeout change orders.

Approval of this item will allow the project to proceed to completion and final closeout while ensuring all contract-related costs are properly authorized. Staff recommends approval of this item and authorization for the City Manager to execute any and all necessary documents.

(Wylie Agreement No. W2023-106-B)



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
 Prepared By: Brent Parker

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

### Subject

Discuss potential Bond Election projects and proposition verbiage.

### Recommendation

Discussion

### Discussion

The Citizens Bond Advisory Committee (CBAC) identified and presented seven proposed bond projects totaling \$110 million at the June 23 City Council meeting, as outlined in the attached materials. During that meeting, the Council requested additional information from staff, including a detailed breakdown of the proposed projects.

The Council also discussed potential public safety facility improvements for inclusion in the bond program. As part of that discussion, the Council directed staff to move forward with exploring the construction of an administrative expansion to the Public Safety Building (PSB), along with renovations to the existing PSB, at an estimated cost of up to \$10 million. In addition, the Council expressed support for remodeling Fire Stations 1 and 2, with a combined estimated cost of \$15 million.

The purpose of this agenda item is to continue the Council's discussion, refine the list of proposed bond election projects, and consider the required proposition language for the identified purposes.



**RECOMMENDED BY MAJORITY**

| <b>Project</b>                                                                                   | <b>Estimated Cost</b> |
|--------------------------------------------------------------------------------------------------|-----------------------|
| Rehab Public Works/Animal Shelter/Parking Lot/Demo                                               | \$3 Million           |
| S. Ballard/Sachse Rd.                                                                            | \$6 Million           |
| Downtown Improvements                                                                            | \$19.5 Million        |
| New Fire Station, Fire Administration/EOC, 911 Communications, Training/Fleet Logistics Addition | \$39.5 Million        |
| Public Works                                                                                     | \$20 Million          |
| Founders and Community Park (Lights, Parking, Turf)                                              | \$10 Million          |
| Animal Shelter                                                                                   | \$12 Million          |
| <b>TOTAL</b>                                                                                     | <b>\$110 Million</b>  |

**NOT RECOMMENDED BY MAJORITY**

| <b>Project</b>                        | <b>Estimated Cost</b> |
|---------------------------------------|-----------------------|
| Solar Street Lights on Major Roadways | \$2 Million           |
| Sidewalk Alanis and Westgate Way      | \$1 Million           |
| East Fork and Avalon Lake Parks       | \$15 Million          |
| General Street and Alley Repairs      | \$12 Million          |
| <b>TOTAL</b>                          | <b>\$30 Million</b>   |

| New Animal Shelter      |               | Estimate Source                                      | Lifespan | Includes                                                                                                                                                                                                  | Notes                                                                                                                                                                                                  |
|-------------------------|---------------|------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Design and construction | \$ 12,000,000 | Shelter Planners of America<br>2024 Needs Assessment | 30 years | 4,000 sq ft administrative areas, 3,500 sq ft animal housing, 2,500 sq ft animal support areas, parking for visitors, volunteers, staff and work vehicles. Contingency of 10% and 6% escalation per year. | The current shelter does not allow for the separation of sick and healthy animals except for two medical kennels. Inadequate space to house cats and dogs. The building displays an unwelcoming look . |
| Total                   |               | \$12,000,000                                         |          |                                                                                                                                                                                                           |                                                                                                                                                                                                        |

|                                                                                                  |                      | Estimate Source        | Lifespan  | Includes                                                                                                           | Notes                                                                        |
|--------------------------------------------------------------------------------------------------|----------------------|------------------------|-----------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Parks</b>                                                                                     |                      |                        |           |                                                                                                                    |                                                                              |
| Plans and Construction Artificial Turf Baseball (qty. 2 - 4 fields) Community                    | \$ 2,200,000         | ISD work               | 10 years  | Drainage, irrigation, turf, and installation on 2 baseball fields. Does not include startup specialized equipment. | May be able to turf 4 infields and 2 outfields if we sod 2 of the outfields. |
| Construction Parking and Lighting Phase 1 Founders Pirate Cove*                                  | \$ 2,200,000         | Based on previous work | 20 years+ | Dirt, concrete, striping, electrical, lights, and landscape.                                                       | Relocate the pavilion to the new playground.                                 |
| Construction Parking and Lighting Phase 2 Founders Football*                                     | \$ 1,000,000         | Based on previous work | 20 years+ | Dirt, concrete, striping, electrical, lights, and landscape.                                                       |                                                                              |
| Construction Parking and Lighting Phase 3 Founders Northwest*                                    | \$ 2,300,000         | Based on previous work | 20 years+ | Dirt, concrete, striping, electrical, lights, and landscape.                                                       | Reconfigure the pass-through from the stadium into Founders.                 |
| Construction Parking and Lighting Phase 2 Community North*                                       | \$ 2,300,000         | Based on previous work | 20 years+ | Dirt, concrete, striping, electrical, lights, and landscape.                                                       |                                                                              |
| <b>Total</b>                                                                                     | <b>\$ 10,000,000</b> |                        |           |                                                                                                                    |                                                                              |
| *Adding 540 spots at Founders and 270 spots at Community. Current Founders 570 and Community 320 |                      |                        |           |                                                                                                                    |                                                                              |
| <b>Lake</b>                                                                                      |                      |                        |           |                                                                                                                    |                                                                              |
| Construction General Site Improvements East Fork                                                 | \$ 5,000,000         | Feasibility Study      | Unknown   | Unknown                                                                                                            |                                                                              |
| Construction Shoreline Day Use East Fork                                                         | \$ 4,000,000         | Feasibility Study      | Unknown   | Unknown                                                                                                            |                                                                              |
| Construction Parking and Boat Ramp East Fork                                                     | \$ 1,000,000         | Feasibility Study      | Unknown   | Unknown                                                                                                            |                                                                              |
| Construction General Site Improvements Avalon                                                    | \$ 5,000,000         | Feasibility Study      | Unknown   | Unknown                                                                                                            |                                                                              |
| <b>Total</b>                                                                                     | <b>\$ 15,000,000</b> |                        |           |                                                                                                                    |                                                                              |

|                                                                          | Estimate Source    | Lifespan | Includes                                                                                                                                                                                                                         | Notes                                                                                                                                                                       |
|--------------------------------------------------------------------------|--------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Public Safety Building OPTIONS *</b>                                  | BRW/SpeedFab-Crete |          |                                                                                                                                                                                                                                  | Estimate based on \$1,000/sf (Soft cost & contingencies included)                                                                                                           |
| Building a new court facility in front of the existing PSB               |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| Expanding the current building to meet immediate needs                   |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| Provide funding to modify the existing space for the specific department |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| Expand both secure and public parking at the facility                    |                    |          | The goal of the expansion will be to provide additional office space for the police department and the fire administration, both of which are currently short on space for personnel                                             |                                                                                                                                                                             |
| <hr/>                                                                    |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| <b>Fire Station 1</b>                                                    |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| Apparatus bay expansion                                                  |                    |          | Additional square footage for apparatus                                                                                                                                                                                          |                                                                                                                                                                             |
| Current Bays                                                             |                    |          | Current bays modified into living quarters for on-duty personnel                                                                                                                                                                 |                                                                                                                                                                             |
| Bedroom Improvements                                                     |                    |          | Modify one-person dorms                                                                                                                                                                                                          | Better accommodate for the men and women serving at the station                                                                                                             |
| Expand Station restrooms                                                 |                    |          |                                                                                                                                                                                                                                  | Minimum daily staffing of 6 personnel                                                                                                                                       |
| <hr/>                                                                    |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| <b>Fire Station 2</b>                                                    |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| Apparatus bay expansion                                                  |                    |          | Additional square footage for apparatus                                                                                                                                                                                          |                                                                                                                                                                             |
| Current Bays                                                             |                    |          | Current bays modified into living quarters for on-duty personnel                                                                                                                                                                 |                                                                                                                                                                             |
| Bedroom Improvements                                                     |                    |          | Modify one-person dorms                                                                                                                                                                                                          | Better accommodate for the men and women serving at the station                                                                                                             |
|                                                                          |                    |          | Site and utility improvements to include drainage, sewer connections, upgrade to natural gas for continuous supply, bury power lines in front of station to allow for expansion, and morning apparatus checks on the front apron |                                                                                                                                                                             |
| Expand Station restrooms                                                 |                    |          |                                                                                                                                                                                                                                  | Current minimum daily staffing of 6 personnel, increasing to 8 with the addition of the 4th staffed ambulance.                                                              |
|                                                                          |                    |          |                                                                                                                                                                                                                                  | This upgrade will provide cleaner-burning fuel for training while reducing the amount of smoke produced and the amount that ends up in neighborhoods to our north           |
| Expand the training field and upgrade to Class B fuels                   |                    |          | Provide cleaner-burning fuel                                                                                                                                                                                                     | This would allow us to explore a public-private partnership with vendors or provide them with a dedicated space for our apparatus to remain while they make on-site repairs |
| Expand apparatus storage building                                        |                    |          | Provide bay space to conduct fleet services on-site.                                                                                                                                                                             |                                                                                                                                                                             |
| <hr/>                                                                    |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |
| <b>Total \$ 25,000,000</b>                                               |                    |          |                                                                                                                                                                                                                                  |                                                                                                                                                                             |

\* Following the direction given at the 06-23 council meeting, public safety personnel are exploring options within a \$25 million budget to improve several public safety facilities

|                                                                                                                                             |    | Estimate Source | Lifespan                                                                           | Includes                                                                                   | Notes                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S. Ballard/Sachse Rd                                                                                                                        |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Approximately 3,200 linear feet from the intersection of Creek Crossing to the Sachse city limits, including the bridge at the city limits. | \$ | 6,000,000       | Updated received from Kimley-Horn                                                  | Widening the asphalt road to a 4-lane median divided concrete road with a drainage system. | The thoroughfare plan indicated this to be a secondary thoroughfare (type C) 100' ROW 4 lanes<br>The bridge would need to be elevated to meet the 100-year flood design. Some ROW may need to be acquired.<br><br>The City of Sachse is currently designing its portion of the road to widen to a 4-lane concrete road |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Total                                                                                                                                       |    | \$              | 6,000,000                                                                          |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Downtown Improvements                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Ballard Construction - One northbound travel lane on Ballard from Hwy 78 to Brown                                                           | \$ | 15,133,533      | Updated received from Kimley-Horn                                                  | Parallel parking along Ballard Street; sidewalks                                           |                                                                                                                                                                                                                                                                                                                        |
| Regional Detention                                                                                                                          | \$ | 4,315,652       |                                                                                    | Enlarge drainage and detention on Birmingham                                               |                                                                                                                                                                                                                                                                                                                        |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Total                                                                                                                                       |    | \$              | 19,449,185                                                                         |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Rehab of PW and Animal Shelter                                                                                                              |    | \$              | 3,000,000                                                                          |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Relocate Parks to Public Works Bldg.                                                                                                        |    |                 | 30 years                                                                           |                                                                                            | Current PW 18,500sf. No central location for chemical storage or necessary parts. Current Parks Office 3,500sf, Shop 3,500sf                                                                                                                                                                                           |
| Relocate Facilities to current Animal Services bldg.                                                                                        |    |                 | 30 years                                                                           |                                                                                            | Current AS 5,500sf. 2024 renovations completed to reconfigure offices, restrooms, breakroom, intake, medical, and isolation rooms                                                                                                                                                                                      |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Total                                                                                                                                       |    | \$              | 3,000,000                                                                          |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| PW Building                                                                                                                                 |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Design, construction & drainage improvements                                                                                                | \$ | 20,000,000      | GSBS Consulting.<br>Researched other cities who have recently built PW facilities. | 12,000sf Office, 12,000sf bay storage, added parking. Includes soft costs.                 | Will house 60 current employees & allow future growth                                                                                                                                                                                                                                                                  |
| <hr/>                                                                                                                                       |    |                 |                                                                                    |                                                                                            |                                                                                                                                                                                                                                                                                                                        |
| Total                                                                                                                                       |    | \$              | 20,000,000                                                                         |                                                                                            |                                                                                                                                                                                                                                                                                                                        |

# NORTON ROSE FULBRIGHT

## City of Wylie, Texas

### Timetable for a Bond Election on November 3, 2026 (Tues.) – to be called by August 17, 2026 (Mon.)

| Event                                                                                                                              | Time Required <sup>1</sup>                                                                                                                                                                                                                           | Date                                                                                       | Done |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------|
| City confers with financial advisor/bond counsel                                                                                   | At least 4 weeks before calling election                                                                                                                                                                                                             | Summer 2026                                                                                |      |
| City staff explores polling locations and joint election agreement with election official                                          | At least 2 weeks before calling election                                                                                                                                                                                                             | July 2026                                                                                  |      |
| City Council adopts an ordinance or resolution calling the election                                                                | Not more than 90 days or less than 78 days prior to election <sup>2</sup>                                                                                                                                                                            | <i>Not earlier than August 5, 2026 (Wed.) and not later than August 17, 2026 (Mon.)</i>    |      |
| Bond counsel orders translations (in all applicable languages)                                                                     | Immediately after calling the election                                                                                                                                                                                                               | <i>To be determined.</i>                                                                   |      |
| Bond counsel delivers ballot language to county election officials                                                                 | Determined by the election officials                                                                                                                                                                                                                 | <i>Estimated August 24, 2026 (Mon.)</i>                                                    |      |
| Bond counsel delivers notice of election to the election officials <sup>3</sup>                                                    | Not later than 60 days before election                                                                                                                                                                                                               | <i>Not later than September 4, 2026 (Fri.)</i>                                             |      |
| City staff publishes <u>first</u> notice of election in all applicable languages                                                   | Not more than 30 days or less than 14 days prior to election <sup>4</sup>                                                                                                                                                                            | <i>Not earlier than October 4, 2026 (Sun.) and not later than October 20, 2026 (Tues.)</i> |      |
| Last day to register to vote                                                                                                       | 30 days prior to election                                                                                                                                                                                                                            | October 5, 2026 (Mon.)                                                                     |      |
| City staff posts notice of election (all applicable languages) prominently on the City's website                                   | Not later than 21 days prior to election until after election day                                                                                                                                                                                    | <i>Not later than October 12, 2026 (Mon.)<sup>5</sup></i>                                  |      |
| City staff posts sample ballot on the City's website                                                                               | Not later than 21 days prior to election until after election day                                                                                                                                                                                    | <i>Not later than October 12, 2026 (Mon.)<sup>5</sup></i>                                  |      |
| City staff posts notice of election (all applicable languages) at City Hall on the bulletin board used for posting meeting notices | Not later than 21 days prior to election until after election day                                                                                                                                                                                    | <i>Not later than October 12, 2026 (Mon.)<sup>5</sup></i>                                  |      |
| City staff posts notice of election (all applicable languages) at three public places within the City <sup>6</sup>                 | Not later than 21 days prior to election until after election day                                                                                                                                                                                    | <i>Not later than October 12, 2026 (Mon.)<sup>5</sup></i>                                  |      |
| Bond Counsel provides notice of election for posting on the County's website                                                       | County to post at least 21 days prior to election                                                                                                                                                                                                    | <i>Not later than October 12, 2026 (Mon.)<sup>5</sup></i>                                  |      |
| Bond Counsel provides notice of election for posting at the County's polling locations                                             | County to post prior to early voting                                                                                                                                                                                                                 | <i>To be determined (based on County Instructions)</i>                                     |      |
| City submits its "Pre-Election Report" to the Bond Review Board                                                                    | Not later than 20 days prior to election day                                                                                                                                                                                                         | <i>Not later than October 14, 2026 (Wed.)</i>                                              |      |
| City staff publishes <u>second</u> notice of election (all applicable languages)                                                   | Exactly one week after first publication                                                                                                                                                                                                             | One week following first publication                                                       |      |
| Early voting begins                                                                                                                | 15 days prior to election <sup>7</sup>                                                                                                                                                                                                               | October 19, 2026 (Mon.)                                                                    |      |
| Early voting ends                                                                                                                  | 4 days prior to election                                                                                                                                                                                                                             | October 30, 2026 (Fri.)                                                                    |      |
| Election day                                                                                                                       | 1st Tuesday after the 1st Monday in November                                                                                                                                                                                                         | November 3, 2026 (Tues.)                                                                   |      |
| City Council canvasses election returns                                                                                            | Not later than 14 days after election and not earlier than the later of: (1) the 3rd day after election; (2) the date the provisional ballots have been counted; or (3) the date that all timely cast overseas ballot have been counted <sup>8</sup> | November 6, 2026 (Fri.) through November 17, 2026 (Tues.) <sup>9</sup>                     |      |
| City submits its "Post-Election Report" to the Bond Review Board                                                                   | Not later than 20 days after election day                                                                                                                                                                                                            | <i>Not later than November 23, 2026 (Mon.)</i>                                             |      |
| End of election contest period                                                                                                     | Later of 30 days after canvassing or 30 days after electronic records available                                                                                                                                                                      | <i>TBD (determined by canvass date)</i>                                                    |      |

<sup>1</sup> Unless noted otherwise, when the last day of a calculated period falls on a weekend or holiday, the date moves to the next business day.

<sup>2</sup> This window is August 5, 2026 (Wed.) to August 17, 2026 (Mon.). Notice of the meeting to call the election should be posted at least 3 business days prior to the meeting. In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements need not be followed but may be. Gov't Code § 1201.028. If so, all readings should occur within the "call window."

<sup>3</sup> Bond Counsel will provide the election officials with appropriate Notices of Election for each polling location.

<sup>4</sup> The first day to publish the first time is October 4, 2026 (Sun.), and the last day to publish the first time is October 20, 2026 (Tues.). The entire notice must be published in both languages. The second publication must occur one week after the first publication on the same day of the week as the first publication.

<sup>5</sup> The statutory deadline is Tuesday, October 13, 2026. We recommend posting no later than Monday, October 12, 2026, to provide extra time to address any issues that may arise. Note that October 12, 2026 is Columbus Day.

<sup>6</sup> In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements may be followed but need not be. Gov't Code § 1201.028.

<sup>7</sup> The early voting period for a November election is typically longer than for a May election. The results from early voting are not available until 7:00 p.m. on election day.

<sup>8</sup> Notice of the meeting to canvass the election should be posted at least 3 business days prior to the meeting.

<sup>9</sup> Due to recent changes in state and federal law, final results including mailed and provisional ballots may not be available until the last two days of the canvassing period. An election with close results may be affected.



# Wylie City Council

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## AGENDA REPORT

Department: Finance

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

Prepared By: Melissa Brown

### Subject

Discuss the FY 2027 Budget for the General Fund, Utility Fund, and 4B Sales Tax Fund.

### Recommendation

Discussion.

### Discussion

Discuss the FY2027 Budget for the General Fund, Utility Fund, and 4B Sales Tax Fund.

# Budget Work Session Fiscal Year 2026-2027

July 14, 2026



# General Fund Proposed Revenue Assumptions

Certified Total Estimated Value as of April 30: \$8,182,202,589 - 1% increase from previous year

Certified Estimated Value of New Construction as of April 30: \$127,397,145 (equates to \$740,740 in revenue) - split 76%/24% between General Fund and Debt Service Fund

Proposed Sales Tax Revenue is a 2% increase over FY 2026 Budgeted/Projected (6-month actuals at 47% of budget)

Assumes an estimated voter approval rate of .581442 which includes the 3.5% revenue cap plus increase for 2026 debt issuance

Projecting a 5% increase for trash revenue

# Items Included in Proposed Base Budget

|                                                                          | <u>Amount</u>      |
|--------------------------------------------------------------------------|--------------------|
| 12% increase in health insurance                                         | \$517,470          |
| 3% average merit increase for General Employees (effective January 2026) | \$341,568          |
| Public Safety step increase                                              | <u>\$316,280</u>   |
| <b>Total General Fund</b>                                                | <b>\$1,175,318</b> |

|                                                                          |                  |
|--------------------------------------------------------------------------|------------------|
| 12% increase in health insurance                                         | \$74,829         |
| 3% average merit increase for General Employees (effective January 2026) | <u>\$82,289</u>  |
| <b>Total 4B Sales Tax</b>                                                | <b>\$157,118</b> |

|                                                                          |                  |
|--------------------------------------------------------------------------|------------------|
| 12% increase in health insurance                                         | \$52,832         |
| 3% average merit increase for General Employees (effective January 2026) | <u>\$88,221</u>  |
| <b>Total Utility Fund</b>                                                | <b>\$141,053</b> |

# Changes to Previous Budget Numbers

Reduction in Healthcare increase from 15% to 12%

Added \$100,000 to Streets Budget for Street Maintenance

Balanced Budget with recommended requests of \$896,602

Use of Fund Balance for large purchases instead of issuing PPFCOs - \$1.8 million

# General Fund Summary

|                                                    |                          |
|----------------------------------------------------|--------------------------|
| <b>Estimated Beginning Fund Balance - 10/01/26</b> | <b>\$ 22,965,151 (a)</b> |
| Proposed Revenues FY27 (@ .581442)                 | 70,401,729               |
| Proposed Expenditures Base Budget FY27             | (69,505,127)             |
| Recommended Requests (Recurring Expense)           | (18,195)                 |
| New/Replacement Equipment (One-Time Uses)          | (878,407)                |
| Use of Fund Balance                                | <u>(1,853,000)</u>       |
| <b>Estimated Ending Fund Balance 09/30/27</b>      | <b>\$ 21,112,151 (b)</b> |

a) Assumes 2% of expenditures unspent in FY 2026 - \$1,386,088

b) Estimated Ending Fund Balance is 30%.

# Recommended Requests - General Fund

| Dept                                             | Description                                                          | Amount            |
|--------------------------------------------------|----------------------------------------------------------------------|-------------------|
| <b>Personnel (Recurring)</b>                     |                                                                      |                   |
| Police                                           | Crossing Guards x 2                                                  | 18,195            |
| <b>Total</b>                                     |                                                                      | <b>\$ 18,195</b>  |
| <b>New/Replacement Equipment (One-Time Uses)</b> |                                                                      |                   |
| Facilities                                       | Server Room AC                                                       | 50,000            |
| Police                                           | Replacement Vehicles (3 Patrol, 1 CID)                               | 251,000           |
| Police                                           | Upgrade in-car Camera System to M500                                 | 135,540           |
| Police                                           | Drone as First Responder (funded by grant - except maintenance cost) | 40,367            |
| Fire                                             | Paratech Stabilization Struts                                        | 21,500            |
| Building Inspection                              | Replacement Trucks for Bldg Official and Inspector                   | 100,000           |
| Streets                                          | HSIP 78                                                              | 200,000           |
| Library                                          | Library Sorter                                                       | \$ 80,000         |
| <b>Total</b>                                     |                                                                      | <b>\$ 878,407</b> |
| <b>Total Requests</b>                            |                                                                      | <b>\$ 896,602</b> |

# Use of Fund Balance

| Dept                      | Description                       | Amount    |
|---------------------------|-----------------------------------|-----------|
| Fire                      | Outdoor Warning Sirens            | 80,000    |
| Fire                      | Hydraulic Rescue Tool Replacement | 100,000   |
| Fire                      | SCBA Replacement                  | 1,000,000 |
| EMS                       | 2027 Ambulance                    | 673,000   |
| Total Use of Fund Balance |                                   | 1,853,000 |

# Utility Fund Summary

|                                                    |                      |            |
|----------------------------------------------------|----------------------|------------|
| <b>Estimated Beginning Fund Balance - 10/01/26</b> | <b>\$ 41,665,809</b> |            |
| Proposed Revenues FY27                             | 36,650,853           | (a)        |
| Proposed Expenditures Base Budget FY27             | (36,874,327)         |            |
| Recommended Requests (Recurring Expense)           | 0                    |            |
| New/Replacement Equipment (One-Time Uses)          | <u>(826,500)</u>     |            |
| Estimated Ending Fund Balance 09/30/27             | <b>\$ 40,615,835</b> | <b>(b)</b> |

a) Assumes 5.15% water rate increase and 5.15% sewer rate increase per the 2025 rate study.

b) Policy requirement is 90 days of operating expenditures. Estimated Ending Fund Balance is 402 days.

# Recommended Requests - Utility Fund

| Dept                                             | Description               | Amount            |
|--------------------------------------------------|---------------------------|-------------------|
| <b>New/Replacement Equipment (One-Time Uses)</b> |                           |                   |
| Water                                            | Pump Can Rehab            | 180,000           |
| Water                                            | Pump Station Flow Meter   | 81,000            |
| Engineering                                      | Upgrade to City Standards | 275,000           |
| Wastewater                                       | SCADA Upgrades            | <u>290,500</u>    |
| <b>Total</b>                                     |                           | <b>\$ 826,500</b> |



# 4B Sales Tax Fund Summary

|                                                    |                         |
|----------------------------------------------------|-------------------------|
| <b>Estimated Beginning Fund Balance - 10/01/26</b> | <b>\$ 4,030,659</b>     |
| Proposed Revenues FY27                             | 6,755,423 (a)           |
| Proposed Expenditures Base Budget FY27             | (6,158,553)             |
| Recommended Requests (Recurring Expense)           | 0                       |
| New/Replacement Equipment (One-Time Uses)          | (189,000)               |
| Estimated Ending Fund Balance 09/30/27             | <u>\$ 4,438,529 (b)</u> |

a) Total includes sales tax revenue and service fee revenues from the Recreation Center

b) Policy requirement is 25% of budgeted sales tax revenue ( $\$5,497,223 \times 25\% = \$1,374,306$ )

# Recommended Requests - 4B Sales Tax

| Dept                                             | Description                            | Amount         |
|--------------------------------------------------|----------------------------------------|----------------|
| <b>New/Replacement Equipment (One-Time Uses)</b> |                                        |                |
| 4B Parks                                         | Shade Valentine Playground             | 150,000        |
| 4B Recreation Center                             | Gym Curtain                            | 39,000         |
| <b>Total 4B Equipment and One Time Uses</b>      |                                        | <b>189,000</b> |
| Parks A&I                                        | Poured in Place Surface Valentine Park | 150,000        |

# Questions?



# Wylie City Council

## AGENDA REPORT

Department: WEDC

Prepared By: Jason Greiner

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

### Subject

Discuss the FY 2026-27 WEDC Budget.

### Recommendation

Discussion.

### Discussion

Staff will lead a discussion regarding the FY26-27 WEDC Budget.

Attachments:

- WEDC Narrative
- WEDC Department Overview
- WEDC FY2026-2027 Revenues
- WEDC FY2026-2027 Expenses
- WEDC Debt Service Detail (Proposed)

## WYLIE ECONOMIC DEVELOPMENT CORPORATION

The Wylie citizens, authorized by the Texas State Legislature, created the Wylie Economic Development Corporation (WEDC) via the passage of a half-cent sales tax increase in 1990. Funds received by the WEDC are used solely to enhance and promote economic development within the Wylie community.

|                      | BUDGET<br>2024-2025 | BUDGET<br>2025-2026 | BUDGET<br>2026-2027 |
|----------------------|---------------------|---------------------|---------------------|
| <b>STAFFING</b>      |                     |                     |                     |
| Executive Director   | 1                   | 1                   | 1                   |
| Assistant Director   | 1                   | 1                   | 1                   |
| BRE Director         | 1                   | 1                   |                     |
| Econ Dev Coordinator |                     | 1                   | 1                   |
| Office Manager       | 1                   | 1                   | 1                   |
| Research Analyst     | 1                   | 1                   | 1                   |
| <b>TOTAL</b>         | <b>5</b>            | <b>6</b>            | <b>5</b>            |

The primary objectives of the WEDC are to increase local employment opportunities and enhance and diversify the City of Wylie's tax base. The WEDC currently employs five full-time professional staff members who report directly to the Executive Director, and the Director reports to a 5-member Board of Directors appointed by the Wylie City Council. Ex-Officio Members of the Board include the sitting Mayor and current City Manager. Meetings typically occur on the third Wednesday of each month at 7:30 a.m. and on an as-needed basis at the WEDC's office located at 250 S. Highway 78.

The Wylie City Council provides oversight of the WEDC via approval of Bylaws, appointment of Board Members, approval of annual budgets, review of monthly expenditures, and project approval. The City of Wylie Finance Department handles all financial functions for the WEDC and coordinates an annual Financial Audit by an independent third-party firm.

| WEDC Board of Directors                  | Current Appointment | Term Expires |
|------------------------------------------|---------------------|--------------|
| Blake Brininstool, President             | 06/2024             | 06/2027      |
| Harold Smith, Vice President             | 06/2026             | 06/2029      |
| Melisa Whitehead, Secretary              | 06/2025             | 06/2028      |
| Alan Dayton, Treasurer                   | 06/2025             | 06/2028      |
| Demond Dawkins, Immediate Past President | 06/2024             | 06/2027      |

Budget Overview FY 2026-2027

## Department Executive Summary

### Wylie EDC

#### FY 2027 Budget Notes

##### Notable increases/decreases from FY 2026 budget:

For FY27, the WEDC estimates \$26,828,276 in available resources, which includes a beginning fund balance of \$8,317,002. Staff estimates the following WEDC Revenues: \$5,497,223 in Sales Tax Receipts, \$12,981,250 in proceeds from the Sale of WEDC-owned properties, \$22,800 in Rental Income, and \$10,000 in allocated interest earnings.

Expenses for FY27 are estimated at \$13,582,691. Personnel Services decreased from \$777,930 to \$709,863, and Incentives increased from \$1,510,000 to \$5,507,500. Debt Service increased from \$1,883,249 to \$2,674,380 with the addition of the 2026 WEDC Loan associated with Land Acquisition in FY26. As the City Council will recall, in recent years, staff has reclassified the WEDC Expenses in Infrastructure Projects (Streets & Alleys) to Special Services. These expenses were once accounted for in Capital Outlay; however, since the WEDC does not maintain ownership of the street, alley, water, sewer, or natural gas lines, they have been moved to Special Services. The Special Services Account has been split into three sub-categories to more accurately track the taxable versus non-taxable nature of these expenses for reporting purposes.

##### Notable Changes:

- Personnel Services: down from \$777,930 to \$709,863
  - FY26 funded one additional position to allow for cross-training due to retirement. Staffing level is back to five full-time employees for FY27.
- Incentives: up from \$1,510,000 to \$5,507,500
  - Projects include SCSD, Cates Control Systems, TexStone, and Confidential Projects.
- Special Services Real Estate: down from \$221,000 to \$81,000
  - FY26 funded loan origination fees for 2026 WEDC Loan.
- Special Services Infrastructure: down from \$3,200,000 to \$1,100,000
  - Includes Ballard/Oak/Jackson/Marble Downtown Striping/Parking, Alanis Water/Sewer Improvements, 544 Gateway Gas Extension/Lot 3 Parking.
- Advertising: up from \$276,125 to \$336,125
  - Includes additional funds allocated to the Regional Marketing Initiative.
- Engineering Services: up from \$960,300 to \$2,711,000
  - Includes General Engineering, 544 Gateway Engineering, Downtown Parking Design, Downtown Building Civils, Downtown Building Architectural, 544 Corridor Civils, 544 Corridor/Sanden Civils, Environmental, and Misc. Surveys/Concepts.
- Debt Service: up from \$2,314,815 to \$2,674,380
  - Increase related to the 2026 WEDC Loan for Land Acquisition.
- Land-Purchase Price: down from \$12,251,614 to \$0
  - FY27 budget does not include any funds for future land purchase.

Prepared by: Wylie EDC

Staff estimates the FY27 ending fund balance of \$13,245,246.

Once approved by the WEDC Board of Directors on July 15<sup>th</sup>, the budget will come back to the City Council for final approval at the July 21<sup>st</sup> City Council Meeting.

**City of Wylie**  
Fund Summary

**Wylie Economic Development Corporation**

|                                                                         |                     |
|-------------------------------------------------------------------------|---------------------|
| <b>Audited Wylie Economic Development Corp Ending Balance - 9/30/25</b> | \$ 11,149,856       |
| Projected '26 Revenues                                                  | <u>16,423,125</u>   |
| Available Funds                                                         | 27,572,981          |
| Projected '26 Expenditures                                              | <u>(19,255,978)</u> |
| Estimated Ending Fund Balance 09/30/26                                  | \$ 8,317,003        |
| <br><b>Estimated Beginning Fund Balance - 10/01/26</b>                  | <br>\$ 8,317,003    |
| Proposed Revenues '27                                                   | 18,511,273 a)       |
| Proposed Expenditures '27                                               | <u>(13,582,691)</u> |
| Estimated Ending Fund Balance 9/30/27                                   | \$ 13,245,585       |

a) Proposed Sales Tax is 2% higher than FY26 and includes a placeholder for the \$13MM Sale of Property.



## FY2026-2027 WEDC Debt Service Detail

## Jarrard Loan #6088461

\$9,258.28

| Payment No | Due Date   | Interest       | Principal         | Total Payment     | Principal Balance |
|------------|------------|----------------|-------------------|-------------------|-------------------|
| 118        | 10/22/2026 | \$34.72        | \$3,074.43        | \$3,109.15        | \$6,183.85        |
| 119        | 11/22/2026 | \$23.19        | \$3,085.96        | \$3,109.15        | \$3,097.89        |
| 120        | 12/22/2026 | \$11.62        | \$3,097.89        | \$3,109.51        | \$0.00            |
|            |            | <b>\$69.53</b> | <b>\$9,258.28</b> | <b>\$9,327.81</b> |                   |

120 Payments; Maturity 12-22-26 (FY26-27)

## Government Capital Loan (Series 2021: No. 9624 Effective 10-5-21)

\$6,602,913.51

| Payment No | Due Date  | Interest            | Principal           | Total Payment       | Principal Balance |
|------------|-----------|---------------------|---------------------|---------------------|-------------------|
| 60         | 10/5/2026 | \$19,148.45         | \$27,791.40         | \$46,939.85         | \$6,575,122.11    |
| 61         | 11/5/2026 | \$19,067.85         | \$27,872.00         | \$46,939.85         | \$6,547,250.11    |
| 62         | 12/5/2026 | \$18,987.03         | \$27,952.82         | \$46,939.85         | \$6,519,297.29    |
| 63         | 1/5/2027  | \$18,905.96         | \$28,033.89         | \$46,939.85         | \$6,491,263.40    |
| 64         | 2/5/2027  | \$18,824.66         | \$28,115.19         | \$46,939.85         | \$6,463,148.21    |
| 65         | 3/5/2027  | \$18,743.13         | \$28,196.72         | \$46,939.85         | \$6,434,951.49    |
| 66         | 4/5/2027  | \$18,661.36         | \$28,278.49         | \$46,939.85         | \$6,406,673.00    |
| 67         | 5/5/2027  | \$18,579.35         | \$28,360.50         | \$46,939.85         | \$6,378,312.50    |
| 68         | 6/5/2027  | \$18,497.11         | \$28,442.74         | \$46,939.85         | \$6,349,869.76    |
| 69         | 7/5/2027  | \$18,414.62         | \$28,525.23         | \$46,939.85         | \$6,321,344.53    |
| 70         | 8/5/2027  | \$18,331.90         | \$28,607.95         | \$46,939.85         | \$6,292,736.58    |
| 71         | 9/5/2027  | \$18,248.94         | \$28,690.91         | \$46,939.85         | \$6,264,045.67    |
|            |           | <b>\$224,410.36</b> | <b>\$338,867.84</b> | <b>\$563,278.20</b> |                   |

Original Loan Amount: \$8,108,000

3.48%; 240 Payments; Maturity 10-5-41 (FY41-42)

Loan is Eligible for Principal Reduction 11/2026; 5 year call

(Land Acquisition/Pay Off Existing Loans Used for Land Purchase)

## Government Capital Loan (Series 2022: Effective 7-20-22)

\$6,993,178.75

| Payment No | Due Date   | Interest            | Principal           | Total Payment       | Principal Balance |
|------------|------------|---------------------|---------------------|---------------------|-------------------|
| 51         | 10/20/2026 | \$27,972.72         | \$24,644.75         | \$52,617.47         | \$6,968,534.00    |
| 52         | 11/20/2026 | \$27,874.14         | \$24,743.33         | \$52,617.47         | \$6,943,790.67    |
| 53         | 12/20/2026 | \$27,775.16         | \$24,842.31         | \$52,617.47         | \$6,918,948.36    |
| 54         | 1/20/2027  | \$27,675.79         | \$24,941.68         | \$52,617.47         | \$6,894,006.68    |
| 55         | 2/20/2027  | \$27,576.03         | \$25,041.44         | \$52,617.47         | \$6,868,965.24    |
| 56         | 3/20/2027  | \$27,475.86         | \$25,141.61         | \$52,617.47         | \$6,843,823.63    |
| 57         | 4/20/2027  | \$27,375.29         | \$25,242.18         | \$52,617.47         | \$6,818,581.45    |
| 58         | 5/20/2027  | \$27,274.33         | \$25,343.14         | \$52,617.47         | \$6,793,238.31    |
| 59         | 6/20/2027  | \$27,172.95         | \$25,444.52         | \$52,617.47         | \$6,767,793.79    |
| 60         | 7/20/2027  | \$27,071.18         | \$25,546.29         | \$52,617.47         | \$6,742,247.50    |
| 61         | 8/20/2027  | \$26,968.99         | \$25,648.48         | \$52,617.47         | \$6,716,599.02    |
| 62         | 9/20/2027  | \$26,866.40         | \$25,751.07         | \$52,617.47         | \$6,690,847.95    |
|            |            | <b>\$329,078.84</b> | <b>\$302,330.80</b> | <b>\$631,409.64</b> |                   |

Original Loan Amount: \$8,108,000

4.8%; 240 Payments; Maturity 7-20-42 (FY41-42)

Loan is Eligible for Principal Reduction 8-2027; 5 yr call

(Infrastructure Improvements)

## Government Capital Loan (2025: Effective 9-15-25)

\$6,628,557.20

| Payment No | Due Date   | Interest            | Principal           | Total Payment       | Principal Balance |
|------------|------------|---------------------|---------------------|---------------------|-------------------|
| 13         | 10/15/2026 | \$35,766.59         | \$14,836.07         | \$50,602.66         | \$6,613,721.13    |
| 14         | 11/15/2026 | \$35,686.54         | \$14,916.12         | \$50,602.66         | \$6,598,805.01    |
| 15         | 12/15/2026 | \$35,606.05         | \$14,996.61         | \$50,602.66         | \$6,583,808.40    |
| 16         | 1/15/2027  | \$35,525.13         | \$15,077.53         | \$50,602.66         | \$6,568,730.87    |
| 17         | 2/15/2027  | \$35,443.78         | \$15,158.88         | \$50,602.66         | \$6,553,571.99    |
| 18         | 3/15/2027  | \$35,361.98         | \$15,240.68         | \$50,602.66         | \$6,538,331.31    |
| 19         | 4/15/2027  | \$35,279.75         | \$15,322.91         | \$50,602.66         | \$6,523,008.40    |
| 20         | 5/15/2027  | \$35,197.07         | \$15,405.59         | \$50,602.66         | \$6,507,602.81    |
| 21         | 6/15/2027  | \$35,113.94         | \$15,488.72         | \$50,602.66         | \$6,492,114.09    |
| 22         | 7/15/2027  | \$35,030.37         | \$15,572.29         | \$50,602.66         | \$6,476,541.80    |
| 23         | 8/15/2027  | \$34,946.34         | \$15,656.32         | \$50,602.66         | \$6,460,885.48    |
| 24         | 9/15/2027  | \$34,861.86         | \$15,740.80         | \$50,602.66         | \$6,445,144.68    |
|            |            | <b>\$423,819.40</b> | <b>\$183,412.52</b> | <b>\$607,231.92</b> |                   |

Original Loan Amount: \$6,800,500

6.475%; 240 Payments; Maturity 9-15-45 (FY44-45)

7 year Rate Adjust: Pymt 84 (9-15-32) and Pymt 168 (9-15-39)

Loan is eligible for Principal Payoff 10-2028; 3 yr call

(Land Acquisition)

## Government Capital Loan (2026: Effective 3-30-26)

\$9,483,515.28

| Payment No | Due Date   | Interest            | Principal           | Total Payment       | Principal Balance |
|------------|------------|---------------------|---------------------|---------------------|-------------------|
| 7          | 10/31/2026 | \$51,843.22         | \$20,084.42         | \$71,927.64         | \$9,463,430.86    |
| 8          | 11/30/2026 | \$51,733.42         | \$20,194.22         | \$71,927.64         | \$9,443,236.64    |
| 9          | 12/31/2026 | \$51,623.03         | \$20,304.61         | \$71,927.64         | \$9,422,932.03    |
| 10         | 1/31/2027  | \$51,512.03         | \$20,415.61         | \$71,927.64         | \$9,402,516.42    |
| 11         | 2/28/2027  | \$51,400.42         | \$20,527.22         | \$71,927.64         | \$9,381,989.20    |
| 12         | 3/31/2027  | \$51,288.21         | \$20,639.43         | \$71,927.64         | \$9,361,349.77    |
| 13         | 4/30/2027  | \$51,175.38         | \$20,752.26         | \$71,927.64         | \$9,340,597.51    |
| 14         | 5/31/2027  | \$51,061.93         | \$20,865.71         | \$71,927.64         | \$9,319,731.80    |
| 15         | 6/30/2027  | \$50,947.87         | \$20,979.77         | \$71,927.64         | \$9,298,752.03    |
| 16         | 7/31/2027  | \$50,833.18         | \$21,094.46         | \$71,927.64         | \$9,277,657.57    |
| 17         | 8/31/2027  | \$50,717.86         | \$21,209.78         | \$71,927.64         | \$9,256,447.79    |
| 18         | 9/30/2027  | \$50,601.91         | \$21,325.73         | \$71,927.64         | \$9,235,122.06    |
|            |            | <b>\$614,738.46</b> | <b>\$248,393.22</b> | <b>\$863,131.68</b> |                   |

Original Loan Amount: \$9,600,000

6.560%; 240 Payments; Maturity 3-31-46 (FY45-46)

7 year Rate Adjust: Pymt 84 (3-31-33) and Pymt 168 (3-31-40)

Loan is eligible for Principal Payoff 4-2029; 3 yr call

(Land Acquisition)

Interest Total FY 26-27 \$1,592,116.59

Principal Total FY 26-27 \$1,082,262.66

Debt Service Total FY 26-27 \$2,674,379.25

Total Principal Balance EOY 26-27 \$28,635,160.36

WEDC  
FY 2026-2027 REVENUES

| <u>Account</u>                                                    | <u>2025 Actual</u>    | <u>2026 Budget</u>    | <u>2026 Base Budget</u> | <u>2026 YTD Actual</u> | <u>2027 Base Budget</u> | <u>2027 Base vs<br/>2026 Base \$</u> | <u>2027 Base vs<br/>2026 Base %</u> | <u>2027 Proposed</u>  |
|-------------------------------------------------------------------|-----------------------|-----------------------|-------------------------|------------------------|-------------------------|--------------------------------------|-------------------------------------|-----------------------|
| <b>Fund: 111 - WYLIE ECONOMIC DEVELOPMENT CORP</b>                | <b>\$(12,420,910)</b> | <b>\$(17,920,547)</b> | <b>\$(8,320,547)</b>    | <b>\$(1,909,554)</b>   | <b>\$(18,511,273)</b>   | <b>\$(10,190,726)</b>                | <b>-122.48%</b>                     | <b>\$(18,511,273)</b> |
| <b>Department: 4000 - REVENUES</b>                                | <b>\$(12,420,910)</b> | <b>\$(17,920,547)</b> | <b>\$(8,320,547)</b>    | <b>\$(1,909,554)</b>   | <b>\$(18,511,273)</b>   | <b>\$(10,190,726)</b>                | <b>-122.48%</b>                     | <b>\$(18,511,273)</b> |
| <b>Category: 400 - Taxes</b>                                      | <b>\$(5,014,688)</b>  | <b>\$(5,389,434)</b>  | <b>\$(5,389,434)</b>    | <b>\$(1,691,593)</b>   | <b>\$(5,497,223)</b>    | <b>\$(107,789)</b>                   | <b>-2%</b>                          | <b>\$(5,497,223)</b>  |
| 111-4000-40210 - SALES TAX                                        | -\$5,014,688          | -\$5,389,434          | -\$5,389,434            | -\$1,691,593           | -\$5,497,223            | -\$107,789                           | -2%                                 | -\$5,497,223          |
| <b>Category: 430 - Intergovernmental</b>                          | <b>-</b>              | <b>-</b>              | <b>-</b>                | <b>-</b>               | <b>-</b>                | <b>-</b>                             | <b>-</b>                            | <b>-</b>              |
| 111-4000-43518 - 380 ECONOMIC AGREEMENTS                          | \$0                   | \$0                   | \$0                     | \$0                    | \$0                     | \$0                                  | 0%                                  | \$0                   |
| <b>Category: 460 - Interest Income</b>                            | <b>\$(363,587)</b>    | <b>\$(10,000)</b>     | <b>\$(10,000)</b>       | <b>\$(102,315)</b>     | <b>\$(10,000)</b>       | <b>-</b>                             | <b>-</b>                            | <b>\$(10,000)</b>     |
| 111-4000-46110 - ALLOCATED INTEREST EARNINGS                      | -\$363,587            | -\$10,000             | -\$10,000               | -\$102,315             | -\$10,000               | \$0                                  | 0%                                  | -\$10,000             |
| <b>Category: 480 - Miscellaneous Income</b>                       | <b>\$(242,135)</b>    | <b>\$(2,921,113)</b>  | <b>\$(2,921,113)</b>    | <b>\$(115,646)</b>     | <b>\$(13,004,050)</b>   | <b>\$(10,082,937)</b>                | <b>-345.17%</b>                     | <b>\$(13,004,050)</b> |
| 111-4000-48110 - RENTAL INCOME                                    | -\$9,500              | -\$22,800             | -\$22,800               | -\$11,400              | -\$22,800               | \$0                                  | 0%                                  | -\$22,800             |
| 111-4000-48410 - MISCELLANEOUS INCOME                             | -\$397                | \$0                   | \$0                     | \$0                    | \$0                     | \$0                                  | 0%                                  | \$0                   |
| 111-4000-48430 - GAIN/(LOSS) SALE OF CAP ASSETS                   | -\$232,238            | -\$2,898,313          | -\$2,898,313            | -\$104,246             | -\$12,981,250           | -\$10,082,937                        | -348%                               | -\$12,981,250         |
| <b>Category: 490 - Transfers In &amp; Other Financing Sources</b> | <b>\$(6,800,500)</b>  | <b>\$(9,600,000)</b>  | <b>-</b>                | <b>-</b>               | <b>-</b>                | <b>-</b>                             | <b>-</b>                            | <b>-</b>              |
| 111-4000-49325 - BANK NOTE PROCEEDS                               | -\$6,800,500          | -\$9,600,000          | \$0                     | \$0                    | \$0                     | \$0                                  | 0%                                  | \$0                   |
|                                                                   | <b>\$(12,420,910)</b> | <b>\$(17,920,547)</b> | <b>\$(8,320,547)</b>    | <b>\$(1,909,554)</b>   | <b>\$(18,511,273)</b>   | <b>\$(10,190,726)</b>                | <b>-122.48%</b>                     | <b>\$(18,511,273)</b> |

## WEDC

## FY 2026-2027 EXPENSES

| Account                                                       | 2025 Actual         | 2026 Budget         | 2026 Base Budget    | 2026 YTD Actual    | 2027 Base Budget    | 2027 Base vs.<br>2026 Base \$ | 2027 Base vs.<br>2026 Base % | 2027 Proposed       |
|---------------------------------------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|-------------------------------|------------------------------|---------------------|
| <b>Fund: 111 - WYLIE ECONOMIC DEVELOPMENT CORP</b>            | <b>\$13,000,490</b> | <b>\$22,143,607</b> | <b>\$12,543,607</b> | <b>\$2,613,275</b> | <b>\$13,582,691</b> | <b>\$1,039,084</b>            | <b>8.28%</b>                 | <b>\$13,582,691</b> |
| <b>Department: 5611 - DEVELOPMENT CORP-WEDC</b>               | <b>\$13,000,490</b> | <b>\$22,143,607</b> | <b>\$12,543,607</b> | <b>\$2,613,275</b> | <b>\$13,582,691</b> | <b>\$1,039,084</b>            | <b>8.28%</b>                 | <b>\$13,582,691</b> |
| <b>Category: 510 - Personnel Services</b>                     | <b>\$692,822</b>    | <b>\$777,930</b>    | <b>\$777,930</b>    | <b>\$325,968</b>   | <b>\$709,863</b>    | <b>\$(68,067)</b>             | <b>-8.75%</b>                | <b>\$709,863</b>    |
| <b>Category: 520 - Supplies</b>                               | <b>\$8,978</b>      | <b>\$8,300</b>      | <b>\$8,300</b>      | <b>\$3,470</b>     | <b>\$10,300</b>     | <b>\$2,000</b>                | <b>24.1%</b>                 | <b>\$10,300</b>     |
| <b>Category: 540 - Materials for Maintenance</b>              | <b>\$1,975</b>      | <b>\$10,150</b>     | <b>\$10,150</b>     | <b>-</b>           | <b>\$10,150</b>     | <b>-</b>                      | <b>-</b>                     | <b>\$10,150</b>     |
| <b>Category: 560 - Contractual Services</b>                   | <b>\$11,064,717</b> | <b>\$6,780,798</b>  | <b>\$6,635,798</b>  | <b>\$1,359,949</b> | <b>\$10,177,998</b> | <b>\$3,542,200</b>            | <b>53.38%</b>                | <b>\$10,177,998</b> |
| 111-5611-56030 - INCENTIVES                                   | \$960,000           | \$1,510,000         | \$1,510,000         | \$132,500          | \$5,507,500         | \$3,997,500                   | 265%                         | \$5,507,500         |
| 111-5611-56040 - SPECIAL SERVICES                             | \$195,992           | \$232,270           | \$87,270            | \$1,040            | \$57,270            | -\$30,000                     | -34%                         | \$57,270            |
| 111-5611-56041 - SPECIAL SERVICES-REAL ESTATE                 | \$39,081            | \$221,000           | \$221,000           | \$3,753            | \$81,000            | -\$140,000                    | -63%                         | \$81,000            |
| 111-5611-56042 - SPECIAL SERVICES-<br>INFRASTRUCTURE          | \$9,110,656         | \$3,200,000         | \$3,200,000         | \$742,668          | \$1,100,000         | -\$2,100,000                  | -66%                         | \$1,100,000         |
| 111-5611-56080 - ADVERTISING                                  | \$130,394           | \$276,125           | \$276,125           | \$136,296          | \$336,125           | \$60,000                      | 22.00%                       | \$336,125           |
| 111-5611-56090 - COMMUNITY DEVELOPMENT                        | \$49,272            | \$74,450            | \$74,450            | \$29,358           | \$74,450            | \$0                           | 0%                           | \$74,450            |
| 111-5611-56110 - COMMUNICATIONS                               | \$6,845             | \$7,900             | \$7,900             | \$2,397            | \$7,900             | \$0                           | 0%                           | \$7,900             |
| 111-5611-56180 - RENTAL                                       | \$29,250            | \$50,000            | \$50,000            | \$17,000           | \$54,000            | \$4,000                       | 8%                           | \$54,000            |
| 111-5611-56210 - TRAVEL & TRAINING                            | \$77,690            | \$95,500            | \$95,500            | \$50,080           | \$95,500            | \$0                           | 0%                           | \$95,500            |
| 111-5611-56250 - DUES & SUBSCRIPTIONS                         | \$84,537            | \$91,053            | \$91,053            | \$66,674           | \$91,053            | \$0                           | 0%                           | \$91,053            |
| 111-5611-56310 - INSURANCE                                    | \$6,120             | \$6,800             | \$6,800             | \$2,464            | \$6,800             | \$0                           | 0%                           | \$6,800             |
| 111-5611-56510 - AUDIT & LEGAL SERVICES                       | \$63,462            | \$53,000            | \$53,000            | \$13,865           | \$53,000            | \$0                           | 0%                           | \$53,000            |
| 111-5611-56570 - ENGINEERING/ARCHITECTURAL                    | \$308,888           | \$960,300           | \$960,300           | \$160,876          | \$2,711,000         | \$1,750,700                   | 182%                         | \$2,711,000         |
| 111-5611-56610 - UTILITIES-ELECTRIC                           | \$2,530             | \$2,400             | \$2,400             | \$978              | \$2,400             | \$0                           | 0%                           | \$2,400             |
| <b>Category: 570 - Debt Service &amp; Capital Replacement</b> | <b>\$1,231,998</b>  | <b>\$2,314,815</b>  | <b>\$1,883,249</b>  | <b>\$863,888</b>   | <b>\$2,674,380</b>  | <b>\$791,131</b>              | <b>42.01%</b>                | <b>\$2,674,380</b>  |
| <b>Category: 580 - Capital Outlay</b>                         | <b>-</b>            | <b>\$12,251,614</b> | <b>\$3,228,180</b>  | <b>\$60,000</b>    | <b>-</b>            | <b>-</b>                      | <b>-</b>                     | <b>-</b>            |
| 111-5611-58110 - LAND-PURCHASE PRICE                          | \$4,481,820         | \$12,251,614        | \$3,228,180         | \$2,326,681        | \$0                 | -\$3,228,180                  | -100%                        | 0                   |
| 111-5611-58210 - STREETS & ALLEYS                             | \$0                 | \$0                 | \$0                 | \$0                | \$0                 | \$0                           | 0%                           | 0                   |
| 111-5611-58995 - CONTRA CAPITAL OUTLAY                        | -\$4,481,820        | \$0                 | \$0                 | -\$2,266,681       | \$0                 | \$0                           | 0%                           | 0                   |
|                                                               | <b>\$13,000,490</b> | <b>\$22,143,607</b> | <b>\$12,543,607</b> | <b>\$2,613,275</b> | <b>\$13,582,691</b> | <b>\$1,039,084</b>            | <b>8.28%</b>                 | <b>\$13,582,691</b> |