

Wylie Planning and Zoning Commission Regular Meeting

April 15, 2025 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Commission 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. Commission requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Commission 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 Commission 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 the approval of the meeting minutes from the April 1, 2025 Planning and Zoning Commission Meeting.
- B. Consider, and act upon a recommendation to City Council regarding a Final Plat creating Lots 1 and 2, Block A of Wagon Wheel Estates on 1.488 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 121 Wagon Wheel Lane.
- C. Consider, and act upon a recommendation to City Council regarding a Final Plat creating Lots 1 and 2, Block A of Paul Wilson Addition on 3.46 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 300 & 304 Paul Wilson Road.
- D. Consider, and act upon, a recommendation to the City Council regarding a Preliminary Plat of Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one HOA open space lot on 29.609 acres, generally located at 1610 Troy Road.
- E. Consider, and act upon, a recommendation to the City Council regarding a Final Plat of Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one HOA open space lot on 29.609 acres, generally located at 1610 Troy Road.

REGULAR AGENDA

- 1. Consider, and act upon, a Site Plan for a temporary batch plant use on Lot 4, Block A of Wylie Civic Center Addition. Property located at 2315 W FM 544.

WORK SESSION

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on April 11, 2025, at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

If during the course of the meeting covered by this notice, the Commission should determine that a closed or executive meeting or session of the Commission 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 Commission at the date, hour and place given in this notice as the Commission 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.



Planning & Zoning Commission

AGENDA REPORT

Department: Planning

Item: A

Prepared By: Gabby Fernandez

Subject

Consider, and act upon, approval of the meeting minutes from the April 1, 2025, Planning and Zoning Commission meeting.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes from the April 1, 2025, Planning and Zoning Commission meeting are attached for your consideration.

Wylie Planning and Zoning Commission Regular Meeting

April 01, 2025 – 6:00 PM

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



CALL TO ORDER

Chair Joshua Butler called the meeting to order at 6:00pm. In attendance were Chair Joshua Butler, Vice-Chair Rod Gouge, Commissioner Joe Chandler, Commissioner Keith Scruggs, Commissioner Franklin McMurrian and Commissioner Zeb Black. Staff present were: Community Services Director Jasen Haskins, Senior Planner Kevin Molina, Development Engineering Manager Than Nguyen and Administrative Assistant Gabby Fernandez. Absent was Commissioner Zewge Kagnev.

INVOCATION & PLEDGE OF ALLEGIANCE

Vice-Chair Gouge gave the Invocation and Commissioner Chandler led the Pledge of Allegiance.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Commission 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. Commission requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, Commission is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

No persons were present wishing to address the Commission.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Commission 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 meeting minutes from the March 18, 2025 Planning and Zoning Commission meeting.**
- B. **Consider, and act upon, a recommendation to City Council regarding an amended plat being a Final Plat of Lot 7R, Block A of the Greenway Addition, establishing one commercial lot on 1.215 acres. Property located at 961 S Westgate Way.**
- C. **Consider, and act upon, a recommendation to City Council regarding a Preliminary Plat of Lots 1, Block A of Dura Pier Foundation Addition, establishing one commercial lot on 2.394 acres. Property located at 339 Hooper Road.**

BOARD ACTION

A motion was made by Vice-Chair Gouge, seconded by Commissioner McMurrian, to approve the Consent Agenda as presented. A vote was taken and the motion passed 6 – 0.

REGULAR AGENDA

1. **Consider, and act upon, a recommendation to the City Council regarding a Preliminary Plat of Country Club Estates creating 173 residential lots and seven HOA lots on 59.755 acres, generally located at 1755 FM 1378 and 1813 & 2241 McMillen Road.**

BOARD ACTION

A motion was made by Vice-Chair Gouge and seconded by Commissioner McMurrian to approve Regular Agenda Item 1 as presented. A vote was taken and carried 6 – 0.

2. **Consider, and act upon, a Site Plan for Lot 2, Block A of Senior Medical Addition for the development of a multi-tenant retail use on 5.434 acres. Property located at 2310 W FM 544.**

BOARD ACTION

A motion was made by Commissioner McMurrian and seconded by Commissioner Chandler to approve Regular Agenda Item 2 as presented. A vote was taken and carried 6 – 0.

ADJOURNMENT

A motion was made by Commissioner Chandler, and seconded by Vice-Chair Gouge to adjourn the meeting at 6:13 PM. A vote was taken and carried 6 – 0.

Joshua Butler, Chair

ATTEST

Gabby Fernandez, Secretary



Wylie Planning & Zoning Commission

AGENDA REPORT

Department: Planning
Prepared By: Kevin Molina

Item Number: B

Subject

Consider, and act upon a recommendation to City Council regarding a Final Plat creating Lots 1 and 2, Block A of Wagon Wheel Estates on 1.488 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 121 Wagon Wheel Lane.

Recommendation

Motion to recommend approval as presented.

Discussion

OWNER: Penny Thompson

APPLICANT: North Texas Surveying

The applicant is proposing to create two residential lots measuring a total of 1.488 acres located outside of the city limits within the City of Wylie Extra Territorial Jurisdiction at 121 Wagon Wheel Lane in the county of Dallas.

The purpose of the plat is to create two lots from an unplatted parcel of land to allow for the sale of the individual lots.

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

The Planning and Zoning Commission must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.



Wylie Planning & Zoning Commission

AGENDA REPORT

Department: Planning
Prepared By: Kevin Molina

Item Number: C

Subject

Consider, and act upon a recommendation to City Council regarding a Final Plat creating Lots 1 and 2, Block A of Paul Wilson Addition on 3.46 acres in the City of Wylie Extra Territorial Jurisdiction, property located at 300 & 304 Paul Wilson Road.

Recommendation

Motion to recommend approval as presented.

Discussion

OWNER: Tommy Reed

APPLICANT: CBG Surveying

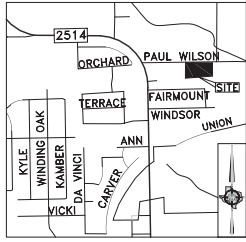
The applicant is proposing to create two lots measuring a total of 3.46 acres located outside of the city limits within the City of Wylie Extra Territorial Jurisdiction at 300 & 304 Paul Wilson Road in the county of Collin.

The purpose of the plat is to create two lots out of two tracts of land for the sale of the individual lots.

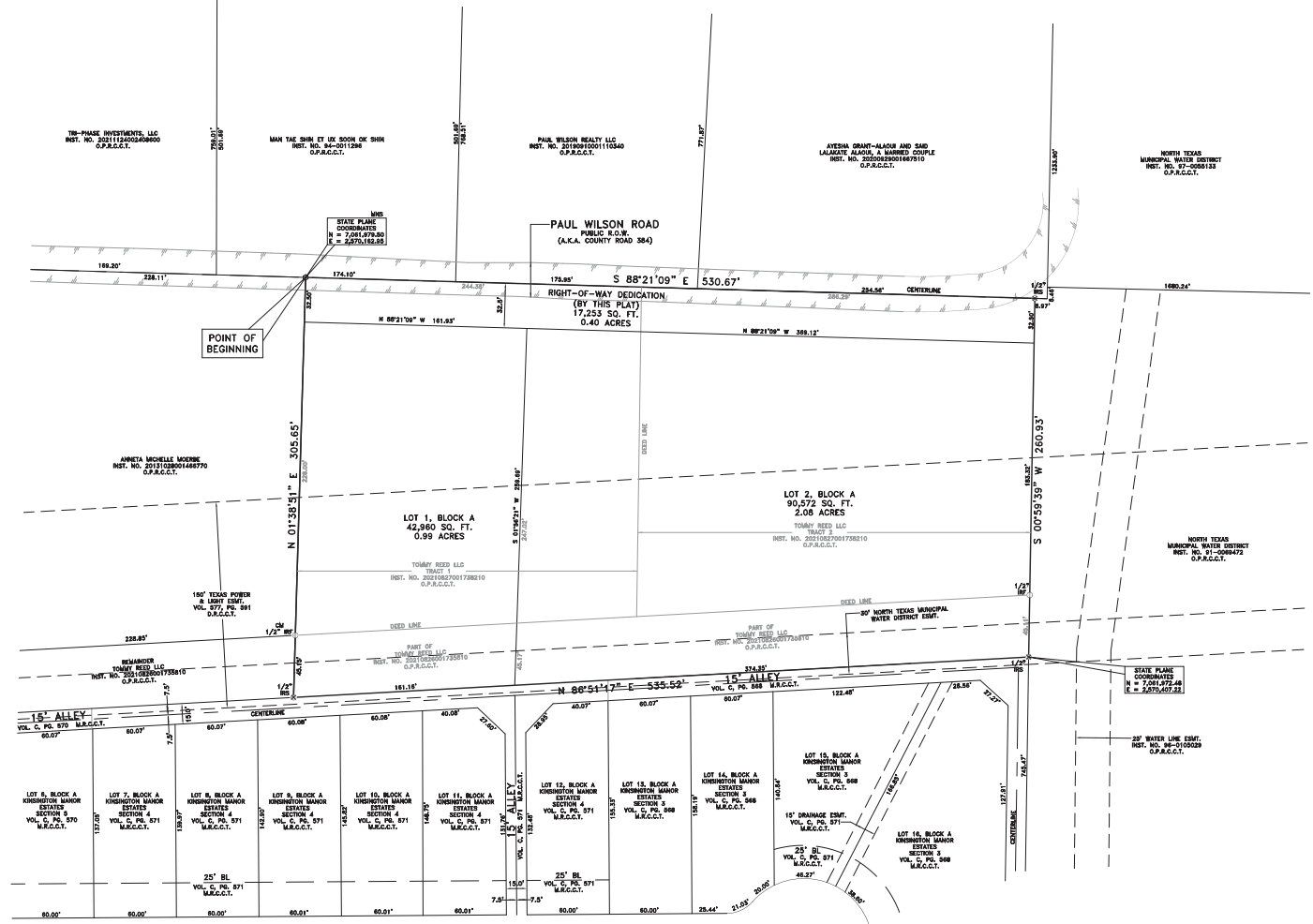
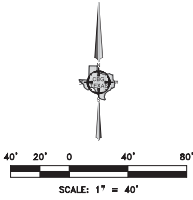
Paul Wilson Road is listed as a collector street on the Thoroughfare Plan requiring a right-of-way width of 65'. The plat is dedicating half of this distance being 32.5' as required by section 3.6 of the Subdivision Regulations.

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

The Planning and Zoning Commission must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.



VICINITY MAP
NOT TO SCALE



LEGEND

M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
INST. NO. = INSTRUMENT NUMBER
VOL./PG. = VOLUME, PAGE
ESMT. = EASEMENT
T.P. & L. = TEXAS POWER AND LIGHT
CM = CONTROLLING MONUMENT
R.O.W. = RIGHT-OF-WAY
IRF = IRON ROD FOUND
HIS = IRON ROD SET WITH A PLASTIC YELLOW CAP STAMPED "CBG SURVEYING"
MNS = MAG NAIL SET
A.K.A. = ALSO KNOWN AS

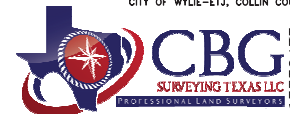
GENERAL NOTES

- 1) BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE, NAD 83 (2011).
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 1 RESIDENTIAL LOT AND 1 COMMERCIAL LOT FROM 2 TRACTS OF LAND.
- 3) LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT ENGINEERING SECTION APPROVAL.
- 4) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
- 5) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 6) BENCHMARK IS CITY OF WYLLIE MONUMENT NAME "CM 2", ELEVATION = 550.61'.
- 7) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, DOING SO IS SUBJECT TO FINES AND THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 8) ACCORDING TO THE F.I.R.M. IN MAP NO. 480850420J, THE SUBJECT PROPERTY LIES IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.

PAGE 1 OF 2

FINAL PLAT
PAUL WILSON ADDITION
LOT 1 AND LOT 2, BLOCK A
150,785 SQ. FT. OR 3.46 ACRES
1 RESIDENTIAL LOT AND 1 COMMERCIAL LOT
JAMES TRUETT SURVEY, ABSTRACT NO. 920
CITY OF WYLLIE-ETS, COLLIN COUNTY, TEXAS

OWNER: TOMMY REED, LLC
AGENT: THOMAS REED
1204 THOMASVILLE COURT,
GARLAND, TEXAS, 75044
PHONE: 214-212-4871
EMAIL: tom@reedsurvey.com



PLANNING & SURVEYING
Main Office
1415 East I-30, Ste. 7
Garland, TX 75043
P 214.349.9485
F 214.461.8718
Firm No. 10168800
www.cbgtxllc.com

FILED IN INSTRUMENT NO. _____

SCALE: 1"=40' / DATE: 04-08-2025 / JOB NO. 1415032-01 / DRAWN BY: AMR

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS Tommy Reed LLC is the owner of a 3.46 acre tract of land situated in the James Truett Survey, Abstract Number 920, Collin County, Texas, same being tracts 1 and 2 of that land conveyed to Tommy Reed, LLC, by Warranty Deed recorded in Instrument Number 20210827001738210, Official Public Records, Collin County, Texas, and being a portion of that tract of land conveyed to Tommy Reed, LLC by Warranty Deed recorded in Instrument Number 20210826001735810, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail set for corner, said corner lying along the centerline of Paul Wilson Road (a public Right-of-Way, also known as County Road 384), same being the Northeast corner of a tract of land conveyed to Annetta Michelle Moerbe, by deed recorded in Instrument Number 20131028001466770, Official Public Records, Collin County, Texas;

THENCE South 88 degrees 21 minutes 09 seconds East, along the centerline of said Paul Wilson Road, a distance of 530.69 feet to a 1/2 inch iron rod set with a plastic yellow cap stamped "CBG Surveying" for corner, said corner being a Northwest corner of a tract of land conveyed to North Texas Municipal Water District, by deed recorded in Instrument Number 91--0055133, Official Public Records, Collin County, Texas;

THENCE South 00 degrees 59 minutes 39 seconds West, along the West line of said North Texas Water Municipal Water District tract, passing a 1/2 inch iron rod found at a distance of 215.82 feet and continuing a total distance of 260.93 feet to a 1/2 inch iron rod set with a plastic yellow cap stamped "CBG Surveying" for corner, said corner being the Northeast corner of a 15 foot alley, of Kinsington Manor Estates, an Addition to the City of Mount Pleasant, Collin County, Texas, according to the Plat thereof recorded in Volume C. Page 568, Map Records, Collin County, Texas;

THENCE South 86 degrees 51 minutes 17 seconds West, along the North Right-of-Way line of said 15 foot alley, a distance of 535.52 feet to a 1/2 inch iron rod set with a plastic yellow cap stamped "CBG Surveying" for corner, said corner lying along the North Right-of-Way line of said 15 foot alley, and being a Southeast corner the remainder of said Tommy Reed LLC tract (20210826001735810);

THENCE North 01 degree 38 minutes 51 seconds East, along an East line of said remainder tract, passing a 1/2 inch iron rod found at a distance of 45.15 feet, and continuing a total distance of 305.65 feet to the POINT OF BEGINNING and containing 150,785 square feet or 3.46 acres of land.

LEGEND

M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
INST. NO. = INSTRUMENT NUMBER
VOL./PG. = VOLUME, PAGE
ESMT. = EASEMENT
T.P. & L. = TEXAS POWER AND LIGHT
CM = CONTROLLING MONUMENT
R.O.W. = RIGHT-OF-WAY
IRP = IRON ROD FOUND
IRS = IRON ROD SET WITH A PLASTIC YELLOW CAP STAMPED "CBG SURVEYING"
MNS = MAG NAIL SET
A.K.A. = ALSO KNOWN AS

GENERAL NOTES

- 1) BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE, NAD 83 (2011).
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 1 RESIDENTIAL LOT AND 1 COMMERCIAL LOT FROM 2 TRACTS OF LAND.
- 3) LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT ENGINEERING SECTION APPROVAL.
- 4) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
- 5) COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
- 6) BENCHMARK IS CITY OF WYLIE MONUMENT NAME "CM 2", ELEVATION = 550.61'.
- 7) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, DOING SO IS SUBJECT TO FINES AND THE WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 8) ACCORDING TO THE F.I.R.M. IN MAP NO. 48085C0420J, THE SUBJECT PROPERTY LIES IN ZONE X AND DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE.

"RECOMMENDED FOR APPROVAL"

Commissioner's Court

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the subdivision or addition to Collin County was submitted to the City Council on the _____ day of _____, 20____, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D., 20 ____.

City Secretary City of Wylie, Texas

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas

Date

"ACCEPTED"

Mayor, City of Wylie, Texas

Date

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Tommy Reed, LLC, acting herein by and through their duly authorized officers, does hereby adopt this plat designating the herein above described property as LOT 1 AND LOT 2, BLOCK A, PAUL WILSON ADDITION, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's City of Wylie use thereof. The public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the ____ day of _____, 2025.

BY:

Tommy Reed, LLC, Owner
Thomas Reed, Agent

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Thomas Reed known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for Dallas County, Texas.

SURVEYOR'S STATEMENT:

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

RELEASED FOR REVIEW 04/08/2025 PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Bryan Connally
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Bryan Connally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public in and for the State of Texas

PAGE 2 OF 2

FINAL PLAT
PAUL WILSON ADDITION
LOT 1 AND LOT 2, BLOCK A
150,785 SQ. FT. OR 3.46 ACRES
1 RESIDENTIAL LOT AND 1 COMMERCIAL LOT
JAMES TRUETT SURVEY, ABSTRACT NO. 920
CITY OF WYLIE-ETJ, COLLIN COUNTY, TEXAS



OWNER: TOMMY REED, LLC
AGENT: THOMAS REED
1204 THOMASVILLE COURT
GARLAND, TEXAS 75044
PHONE: 214-212-4871
EMAIL: tomreed@verizon.net

PLANNING & SURVEYING
Main Office
1413 East I-30, Ste. 7
Garland, TX 75043
P 214.349.9485
F 214.461.8716
Firm No. 10168800
www.cbgtxllc.com

FILED IN INSTRUMENT NO. _____

SCALE: 1"=40' / DATE: 04-08-2025 / JOB NO. 1415032-01 / DRAWN BY: AMR



Wylie Planning & Zoning Commission

AGENDA REPORT

Department: Planning
Prepared By: Kevin Molina

Item Number: D

Subject

Consider, and act upon, a recommendation to the City Council regarding a Preliminary Plat of Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one HOA open space lot on 29.609 acres, generally located at 1610 Troy Road.

Recommendation

Motion to recommend **approval** as presented.

Discussion

OWNER: Bozman Farm Estates Master Association

APPLICANT: Global Land Surveying

The applicant has submitted a Preliminary Plat for Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one open space lot to be owned and maintained by a Home Owners Associations. The property is zoned within the Bozman Farms Planned Development Ordinance 2002-52 approved in December of 2002.

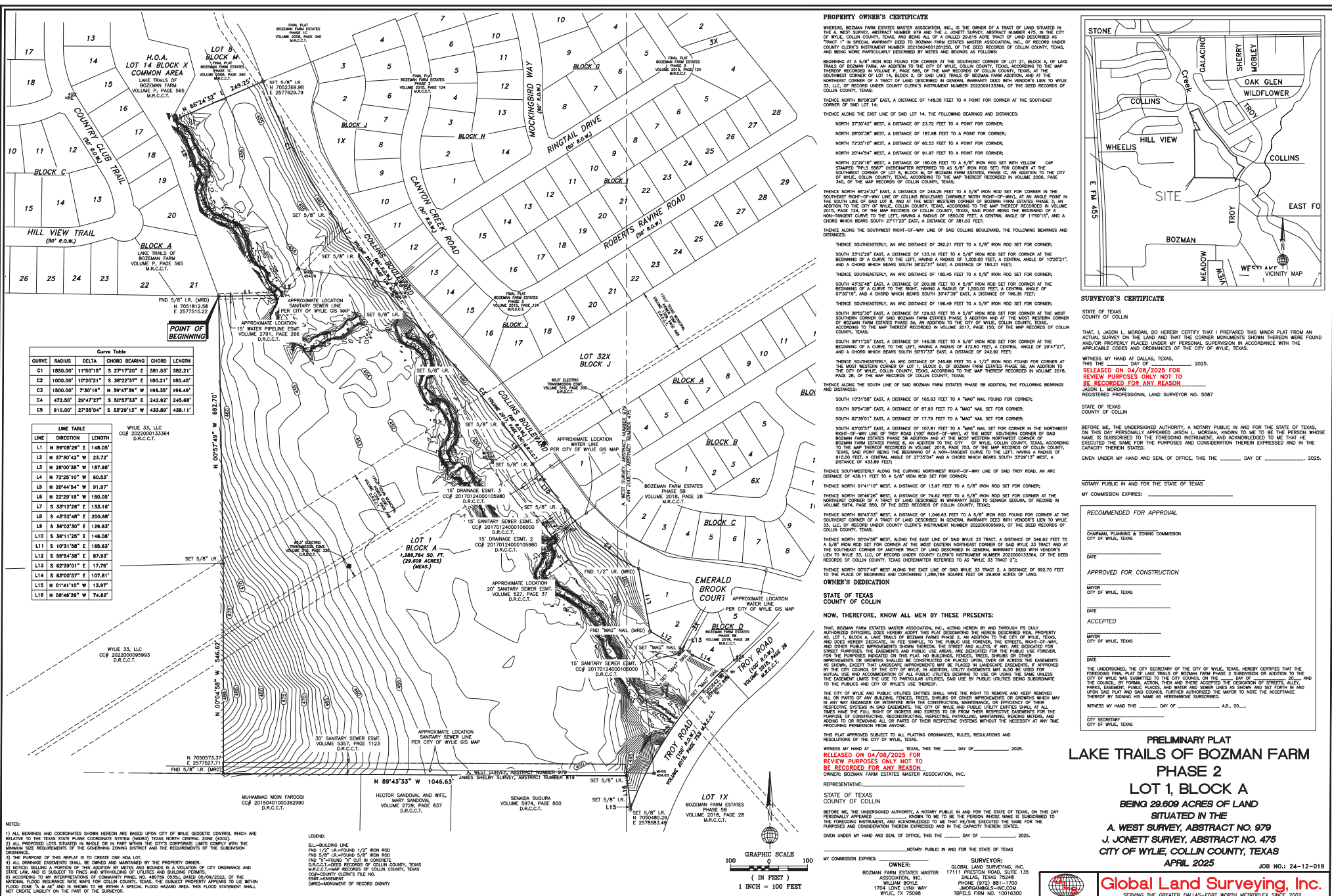
The open space lot is being proposed at this location largely due to the fact that most of the land within this subject property is located within the flood plain which prevents for the constructions of vertical development or the placement of structures that could affect drainage flow. Having the lot designated as an open space allows for the property to be taxed appropriately with the tax appraisal district.

The final plat is also included on the consent agenda as Item E as allowed by Section 2.2 (F) of the Subdivision Regulations which states:

In the event that an applicant submits preliminary plat and final plat applications simultaneously, as provided in Section 2.4 (C), the City Planner shall schedule both plat applications for action by the Commission. If the preliminary plat has not received approval prior to consideration of the final plat by the Commission, then the Commission shall deny the final plat if the final plat application is not withdrawn by the applicant. Failure to obtain approval of the preliminary plat shall be grounds for denial of the final plat. The City Council shall take action on either one or both plat applications, as applicable, in accordance with the procedures set forth in Section 2 of this Ordinance.

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

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





Wylie Planning & Zoning Commission

AGENDA REPORT

Department: Planning
Prepared By: Kevin Molina

Item Number: E

Subject

Consider, and act upon, a recommendation to the City Council regarding a Final Plat of Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one HOA open space lot on 29.609 acres, generally located at 1610 Troy Road.

Recommendation

Motion to recommend **approval** as presented.

Discussion

OWNER: Bozman Farm Estates Master Association

APPLICANT: Global Land Surveying

The applicant has submitted a Final Plat for Lot 1, Block A of Lake Trails of Bozman Farm Phase 2 creating one open space lot to be owned and maintained by a Home Owners Associations.

The property is zoned within the Bozman Farms Planned Development Ordinance 2002-52 approved in December of 2002.

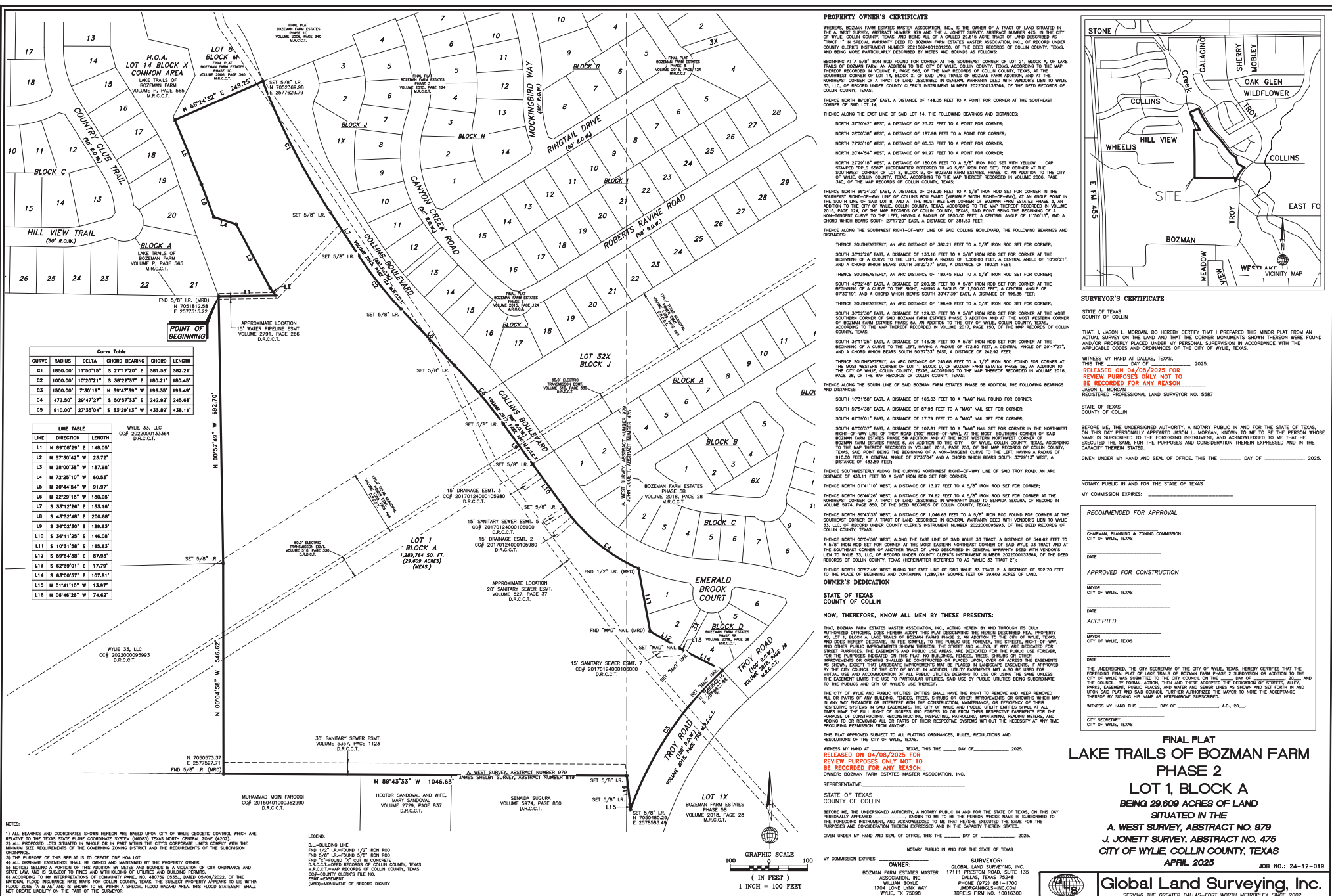
The open space lot is being proposed at this location largely due to the fact that most of the land within this subject property is located within the flood plain which prevents for the constructions of vertical development or the placement of structures that could affect drainage flow. Having the lot designated as an open space allows for the property to be taxed appropriately with the tax appraisal district.

The preliminary plat is included on the consent agenda as Item D and allows for this Final Plat vote consideration as allowed by Section 2.2 (F) of the Subdivision Regulations which states:

In the event that an applicant submits preliminary plat and final plat applications simultaneously, as provided in Section 2.4 (C), the City Planner shall schedule both plat applications for action by the Commission. If the preliminary plat has not received approval prior to consideration of the final plat by the Commission, then the Commission shall deny the final plat if the final plat application is not withdrawn by the applicant. Failure to obtain approval of the preliminary plat shall be grounds for denial of the final plat. The City Council shall take action on either one or both plat applications, as applicable, in accordance with the procedures set forth in Section 2 of this Ordinance.

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

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





Wylie Planning & Zoning Commission

AGENDA REPORT

Department: Planning
Prepared By: Kevin Molina

Item Number: 1

Subject

Consider, and act upon, a Site Plan for a temporary batch plant use on Lot 4, Block A of Wylie Civic Center Addition. Property generally located at 2315 W FM 544.

Recommendation

Motion to **conditionally approve** as presented.

Discussion

OWNER: City of Wylie

APPLICANT: Tiseo Paving Company

The City of Wylie and Tiseo Paving Company are entering into a License Agreement to allow for the temporary development and use of a concrete batch plant located on Lot 4, Block A of Wylie Civic Center Addition. The agreement sets a term of 365 days commencing on November 1st 2025 to expire on November 1st 2026 or when the licensee's work is completed. Staff is recommending a conditional approval of the site plan to expire on the aforementioned date.

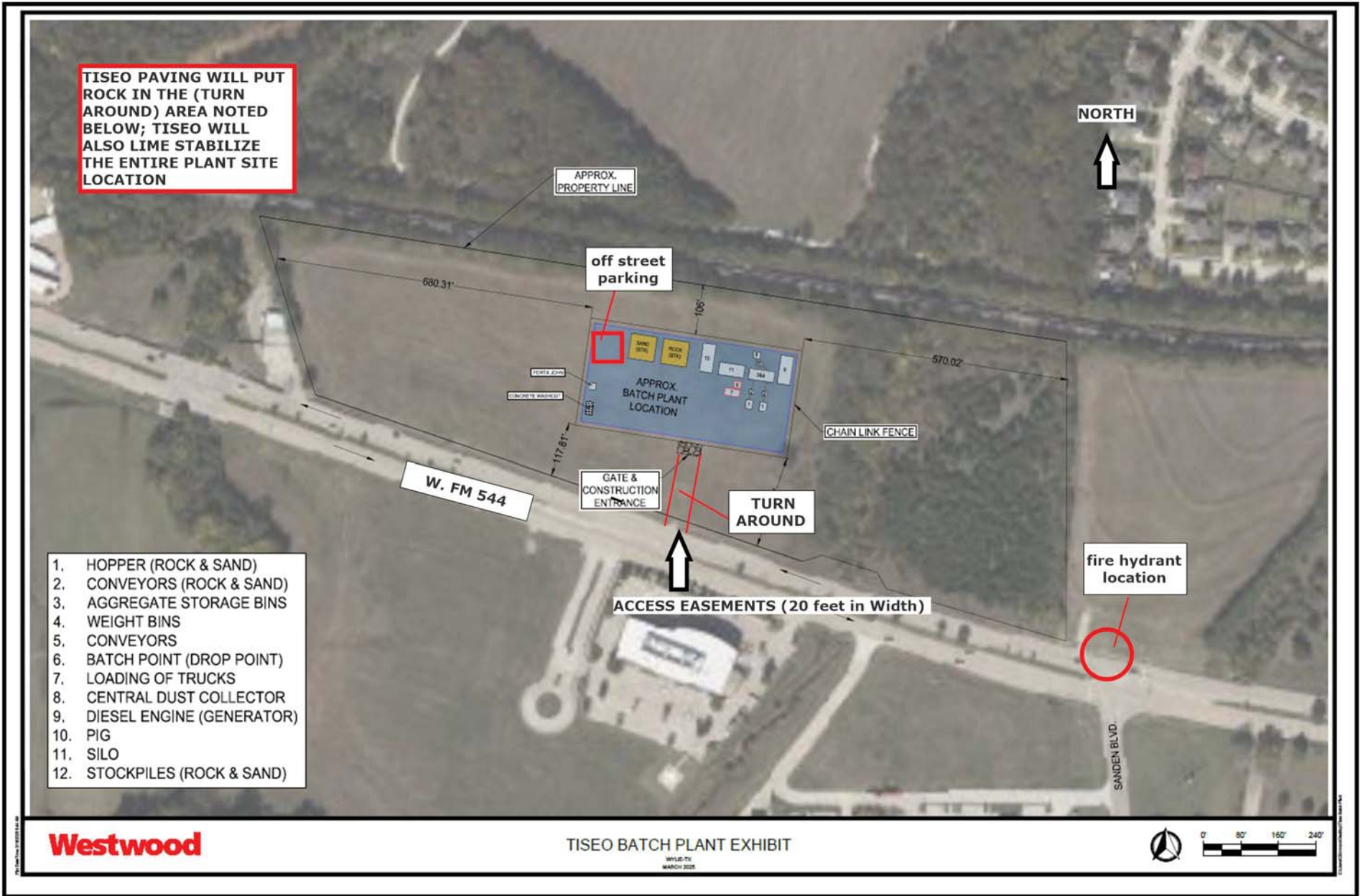
Section 5 of the Zoning Ordinance requires for Temporary Batch Plants to be approved by the Planning and Zoning Commission. The development shall be in compliance with the seven listed provisions below:

1. Concrete and asphalt mixed on site shall only be furnished to the specific project for which the temporary use permit was issued.
2. The Commission shall review requests for renewal of the permit if the specific project requires an extension of time.
3. The temporary batch plant shall be located and operated in such a manner to eliminate unnecessary dust, noise and odor.
4. On-site fencing, screening, or buffering shall be provided so that adjacent properties are protected from hazards and negative impacts.
5. Any public improvement that is damaged during the operation of the temporary batch plant shall be repaired or replaced.
6. All equipment, materials, and debris shall be cleared off the site and the site shall be completely cleaned upon completion of the project.
7. Parking for this use may be satisfied by providing temporary off-street parking spaces that do not strictly comply with the City's off-street parking construction requirements. The operator of this use shall demonstrate to the satisfaction of the Building Official that temporary off-street parking space:
 - a. Adequately accommodate the parking needs of the use; and
 - b. Will not adversely affect surrounding uses.

The provided site plan provides a general layout which demonstrates the placement of equipment, material, screening and parking and vehicular access areas.

The developer shall actively work with the city and TXDOT on any future permitting that may be required to ensure that the entrances to the site do not affect the FM 544 Right of Way with mud or debris.

As presented, this site plan is in compliance with the design requirements of the Zoning Ordinance. Approval of the site plan is subject to additions and alterations as required by the City Engineering Department.



LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF WYLIE**, home-rule municipality ("Licensor"), and **TISEO PAVING COMPANY**, Texas corporation ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor hereby licenses to Licensee and Licensee hereby takes from Licensor a portion of the real property located within the WYLIE CIVIC CENTER ADDITION (CWY), BLK A, LOT 4, located off of FM 544, identified as Collin Central Appraisal District Property ID No. 2671801, in the City of Wylie, Texas, as more particularly depicted in blue in Exhibit A, attached hereto (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses") in support of constructing the project identified as the FM 544 Project (the "Project"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter onto and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor.** The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 **Non-Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.4 **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for obtaining and shall obtain any and all licenses, permits, zoning approvals or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

1.6 **Security of Licensed Property.** Licensee, at its sole cost and expense, shall provide all necessary security on the Licensed Property. Licensee, at its sole cost and expense, shall erect and maintain in good repair barricades to prohibit public access and use of the Licensed Property.

1.7 **Consideration.** In exchange for the rights granted herein, Licensee shall pay to Licensor a monthly license fee, in advance, in the amount of three thousand and no/100s dollars (\$3,000.00) for each month or portion thereof during the term of this Agreement.

1.8 **Deposit.** In addition to the license fee, Licensee shall pay to Licensor a deposit in the amount of twenty-five thousand and no/100s dollars (\$25,000.00) ("Deposit") before the commencement of the Term. If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any license fee or any other sum in default, or for the payment of any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefore, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall mow the Licensed Property as needed and when requested by Licensor. Licensee shall take all action necessary to control and remediate dust, including sweeping the Licensed Property. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements. Licensee shall be wholly responsible for maintaining the

Licensed Property during the Term (hereinafter defined) and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.1, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.2 Clean-Up. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, improvements, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"), and shall respread topsoil cut from the Licensed Property and hydroseed the Licensed Property with a Bermuda seed mixture to the satisfaction of Licensor. Should Licensee fail to remove Licensee's Personal Property upon the termination of this Agreement in accordance with this Section 2.2, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 No Alterations. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 Term. Licensee's right to enter onto and use the Licensed Property under this Agreement shall be for a term of 365 days, commencing at 12:01 a.m. on November 1, 2025 and shall expire on the earlier of 12:01 a.m. on November 1, 2026, or 12:01 a.m. on the date that Licensee's work on the Project is completed ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension the Term.

3.2 Termination on Default. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing five (5) business days' written notice and opportunity to cure such

default. If Licensee fails to diligently proceed to cure the default within such time period, Licensors may then terminate this Agreement by sending an additional written notice to Licensee.

3.3 **Termination for Necessity.** Notwithstanding the foregoing, Licensors shall have the right to terminate this Agreement without notice to Licensee in an emergency circumstance that would preclude the safe use of the Licensed Property. On termination of this Agreement under the provisions of this Section 3.3, this Agreement shall be deemed null and void, with Licensors having no other obligations or liability under this Agreement. This provision shall survive termination of the Agreement.

3.4 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensors.

3.5 **Holding Over.** If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from week to week, terminable by Licensors in accordance with Texas law. Licensee shall pay an amount (on a per week basis without reduction for partial weeks during the holdover) equal to five thousand and no/100s dollars (\$5,000.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensors has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time-to-time at Licensors's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensors in writing.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensee's use of the Licensed Property, Licensee shall immediately notify Licensors of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensors's satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability.** Licensors shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensors shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage

or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 **Disclaimer/Waiver of Damages/Liability.**

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 **Licensee's Insurance Requirements.** Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

- (ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).
 - (iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
 - (iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.
 - (v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND THE CITY OF WYLIE, TEXAS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, LICENSOR SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY LICENSOR, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY LICENSOR IN WRITING. LICENSOR RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, LICENSOR IS UNDER NO OBLIGATION TO DO SO. ANY SUCH OBLIGATION BY LICENSOR IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND LICENSOR OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY LICENSOR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN LICENSOR-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF LICENSOR'S WRITTEN NOTICE THAT LICENSOR IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF LICENSEE FAILS TO RETAIN DEFENSE COUNSEL WITHIN SUCH TIME PERIOD, LICENSOR SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY LICENSOR.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:

City of Wylie
Attn: Jasen Haskins
300 Country Club Rd.
Wylie, Texas 75098
Telephone: (972) 516-6324
Email: jasen.haskins@wylietexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Tiseo Paving Company

Attn: Grant Brown, Vice President
P.O. Box 270040
Dallas, Texas 75227
Telephone: (214) 263-5440
Email: gbrown@tiseopaving.com

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensors and Licensee.

9.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations.** All warranties, representations and covenants made by Licensee to Licensors in this Agreement or in any certificate or other instrument delivered by Licensee to Licensors under this Agreement shall be considered to have been relied upon by Licensors and will survive the termination of this Agreement, regardless of any investigation made by Licensors. No warranty, representation or guaranty, either express or implied, is made by Licensors for a continuous and adequate water supply or sewage outlets for the benefit of Licensee, and Licensors shall have no responsibility or liability for supplying water or sewage to the Licensed Property.

9.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

9.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

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

9.9 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

9.12 **Assignment.** This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification.** The parties agree that the Indemnity provisions set forth in Article 7 herein are conspicuous, and the parties have read and understood the same.

9.14 **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Immunity.** The parties acknowledge and agree that, in executing and performing this Agreement, Licensor has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

9.16 **Reference to Licensee.** When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.17 **Reference to Licensor.** When referring to “Licensor” herein, this Agreement shall refer to and be binding upon Licensor, and its City Council Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.18 **Non-Dedication.** The parties hereby agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

9.19 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[Signature page follows.]

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

LICENSOR:

CITY OF WYLIE,
a home-rule municipality

By: _____
Brent Parker, City Manager
Date: _____

LICENSEE:

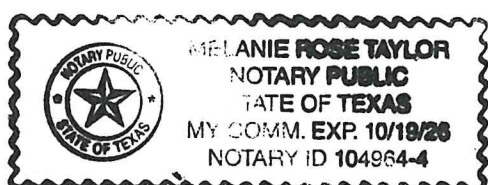
Tiseo Paving Company
a Texas corporation

By: _____
Grant Brown, Vice President
Date: 2/4/2025

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Grant Brown, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Vice President and duly authorized representative of **Tiseo Paving Company**, a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of Feb., 2024.



Notary Public, State of Texas
My Commission Expires: 10/19/26

EXHIBIT A **Licensed Property**

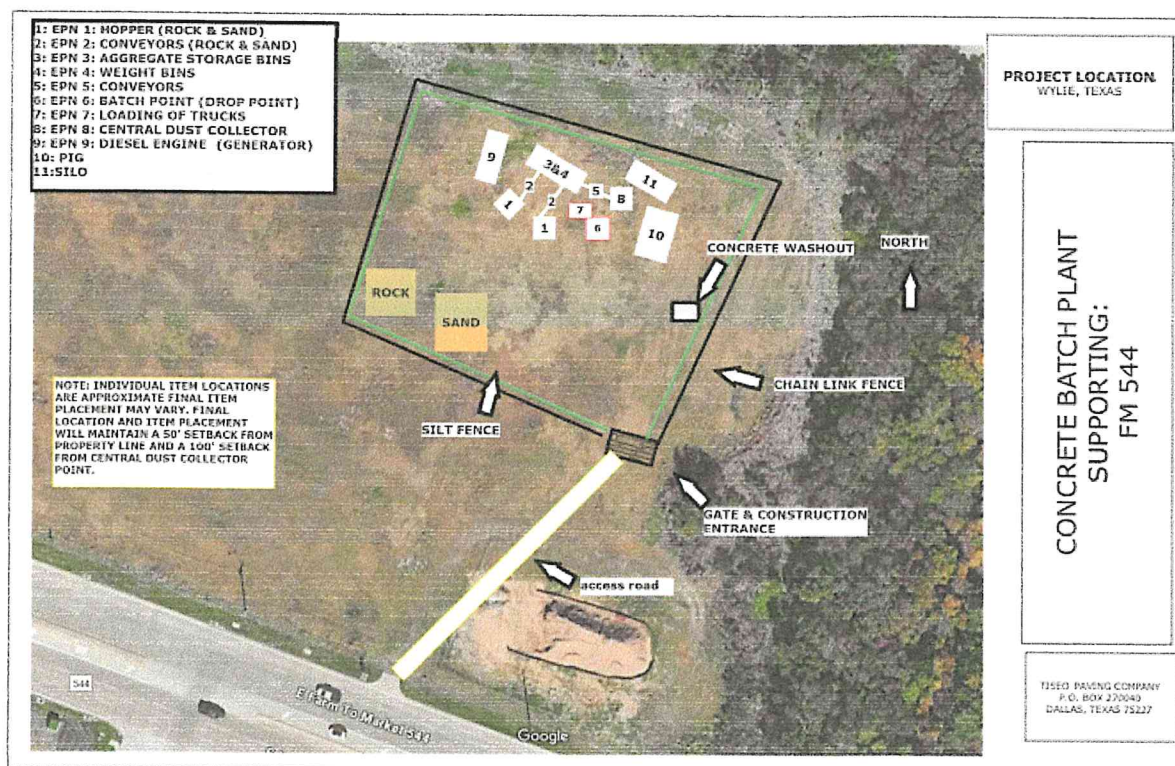


EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purpose of locating Project office trailers and associated parking, storage of heavy equipment including a fuel tank, storage and stockpiling of materials, and locating and operating a temporary concrete batch plant, all associated with the Project and pursuant to the terms and provisions of this Agreement, and for no other use or purpose.



CERTIFICATE OF LIABILITY INSURANCE

04/15/2025 Item 1.

10/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Gladstone	
VTC Insurance Group	PHONE (A/C, No, Ext): (248) 828-3377	
Troy Office	FAX (A/C, No): (248) 828-3741	
1175 W. Long Lake Ste. 200	E-MAIL ADDRESS: lgladstone@vtcins.com	
Troy MI 48098-4960		
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tiseo Paving Co.	INSURER A: Amerisure Insurance Company	19488
P.O. Box 270040	INSURER B: Amerisure Partners Ins. Co.	11050
	INSURER C: Amerisure Mutual Insurance Co.	23396
	INSURER D: Markel American Ins Comp	28932
Dallas TX 75227-0040	INSURER E: United Specialty Insurance Company	12537
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24-25 Master NO attachmen REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP20796331301	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA20796321405	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU20901921102	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC20796341401	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Over \$1,000,000*			MKLM4EUE101468	11/01/2024	11/01/2025	Limit: \$2,000,000 part of \$4,000,000 \$ 4,000,000
E	Excess Over \$1,000,000*			BTM2412376	11/01/2024	11/01/2025	Limit: \$2,000,000 part of \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Wylie

CERTIFICATE HOLDER

CANCELLATION

City of Wylie
949 Hensley Ln.
Building 300
Wylie, TX 75098

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/LMG

Alan P. Chandler

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Excess over \$5,000,000
Endurance American Insurance Company
Policy #EXC10005791310
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$5,000,000 per claim & aggregate

Excess over \$10,000,000
Associated Industries Insurance Company
Policy #XSA1248761-00
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$10,000,000 per claim & aggregate

Excess over \$20,000,000
Westfield Specialty Insurance Company
Policy #XSL-367424V-00
Policy Term: 11/01/2024 - 11/01/2025
Excess Limit: \$5,000,000 per claim & aggregate

Where required by written contract, the above referenced is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis & add'l insured with respects to Auto liability on a primary & non-contributory basis. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the add'l insured as required by written contract & where allowed by law. Umbrella liability coverage follows form over GL, Auto & Employers Liability. (SEE PRIOR PAGE)