

Wylie City Council Regular Meeting

September 28, 2021 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Fire Prevention Week.

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 September 14, 2021 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Final Plat, being a Replat for Seventy8 & Westgate Addition, establishing three commercial lots on 12.127 acres, generally located at 960 South Westgate Way.
- C. Consider, and act upon, a Final Plat for Wylie Lake Townhomes Addition, establishing 21 residential lots and three HOA lots on 4.839 acres, generally located northwest of the intersection of Spencer Lane and Colby Lane.
- D. Consider, and act upon, a Preliminary Plat for Kreymer at the Park, being 48 residential lots and two open space lots on 16.48 acres. Property located at 2605 E Stone Rd.
- E. Consider, and act upon, a Final Plat, being a Replat for Woodlake Village, establishing five commercial lots on 15.58 acres, generally located on the northeast corner of State Highway 78 and Eubanks Lane.
- F. Consider, and act upon, approval of a Park Event Application for the Wylie P.O.L.I.C.E. Club to hold a softball tournament fundraiser event at Founders Park on November 6, 2021.
- G. Consider, and act upon, the approval of the City of Wylie Revenue and Expenditure report for August 31, 2021.
- H. Consider, and act upon, the approval of the City of Wylie Investment report for August 31, 2021.
- I. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2021.

1. Consider, and act upon, the approval of the purchase of NeoGov Human Resources Software from SHI Government Solutions in the estimated annual amount of \$57,149.00 through a cooperative contract with Omnia Partners, and authorizing the City Manager to execute any and all necessary documents.

REGULAR AGENDA

1. Consider, and act upon, Resolution No. 2021-28(R) authorizing and directing the City Manager of the city of Wylie, Texas, to implement practices necessary to broadcast online and preserve all meetings of the Planning and Zoning Commission in the same manner as meetings of the City Council, and to take any and all other actions necessary to effectuate the same.
2. Consider, and act upon, Resolution No. 2021-29(R) casting a nomination for a candidate for the Board of Directors of the Dallas Central Appraisal District.
3. Consider, and act upon, Resolution No. 2021-30(R) casting a nomination for a candidate for the Board of Directors of the Rockwall Central Appraisal District.
4. Consider, and act upon, Resolution No. 2021-31(R) approving a Resolution of the Wylie Economic Development Corporation to obtain a loan in the principal amount of \$8,108,000.

EXECUTIVE SESSION

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

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

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

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

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

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

- ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-4a, 2021-4b, 2021-4c, 2021-6a, 2021-8a, 2021-8b, and 2021-9c.

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 September 24, 2021 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.

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

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

Texas Government Code Section:

- § 551.071 – Private consultation with an attorney for the City.
- § 551.072 – Discussing purchase, exchange, lease or value of real property.
- § 551.074 – Discussing personnel or to hear complaints against personnel.
- § 551.087 – Discussing certain economic development matters.
- § 551.073 – Discussing prospective gift or donation to the City.
- § 551.076 – Discussing deployment of security personnel or devices or security audit.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of September 14, 2021 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Financial Summary/Strategic Goals

Community Focused Government



Wylie City Council Minutes

September 14, 2021 – 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 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Timothy T. Wallis, and Councilman Garrett Mize. Councilman Scott Williams was absent.

Staff present included: Assistant City Manager Renae Ollie; Assistant Police Chief Tommy Walters; Fire Chief Brandon Blythe; Finance Director Melissa Beard; Parks and Recreation Director Rob Diaz; Public Works Director Tim Porter; Project Engineer Jenneen Elkhaid; Public Information Officer Craig Kelly; Economic Development Executive Director Jason Greiner; Human Resources Director Lety Yanez; Municipal Court Judge Art Maldonado; Planning Manager Jasen Haskins; City Attorney Richard Abernathy; Library Director Ofilia Barrera; City Secretary Stephanie Storm, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Hispanic Heritage Month.

Mayor Porter recognized Hispanic Heritage Month which is September 15 through October 15.

CITIZEN COMMENTS ON NON-AGENDA ITEMS

Darnell Marshall, Dan Chesnut, Diane Chesnut, Nakita Christensen, and Jessica Hughes addressed Council, speaking in objection to turning over the operations of the Wylie Recreation Center to the DFW YMCA.

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 August 24, 2021 Regular City Council Meeting minutes.**
- B. Consider, and act upon, Resolution No. 2021-26(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A - Authorized Investments for Governmental Entities.**
- C. Consider, and act upon, approval of the Purchasing Policies.**
- D. Consider, and act upon, approval of the Debt Management Policy.**
- E. Consider, and act upon, approving the Financial Management Policies.**

- F. Consider, and act upon, Ordinance No. 2021-45 for a change of zoning from Commercial Corridor (CC) to Planned Development - Commercial Corridor (PD-CC), to allow for commercial development on 7.79 acres generally located at the northeast corner of North State Highway 78 and Eubanks Lane (ZC2021-20).**
- G. Consider, and act upon, a Preliminary Plat for Wylie Logistics Park, to establish nine industrial lots and two open space lots on 225.081 acres, property generally located at the northeast corner of State Highway 78 and Spring Creek Parkway.**
- H. Consider, and act upon, the acceptance of the Bylaws governing the rules of procedure for the Cemetery Advisory Board.**
- I. Consider, and act upon, the approval of the renewal of J.P. Morgan Chase Procurement Cards (P-Cards) through an inter-local agreement between the City of Wylie and the City of Ft. Worth, and authorizing the City Manager to execute any necessary documents.**
- J. Consider, and act upon, the approval of the purchase of Annual Maintenance and Software Upgrade for Public Safety Radios and Network Recording Software from Motorola Solutions Inc. in the estimated annual amount of \$71,924.00 through a cooperative purchasing contract with the Texas Department of Information Resources and authorizing the City Manager to execute any necessary documents.**
- K. Consider, and act upon, the approval of an Interlocal Environmental Services Agreement with Collin County Environmental Health Care Services to provide public health functions in the estimated annual amount of \$44,216.00; and authorizing the City Manager to execute any necessary documents.**

Mayor Porter requested Items C, E, and H be removed from the Consent Agenda and considered individually.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Consent Agenda Items A, B, D, F, G, L, I, J, and K as presented. A vote was taken and motion passed 6-0 with Councilman Williams absent.

REGULAR AGENDA

- C. Consider, and act upon, approval of the Purchasing Policies.**

Council Comments

Mayor Porter asked if there is a way to allow Council to get involved on the larger priced projects before the item goes out for bid. Purchasing Manager Hayes explained the evaluation criteria and process utilized by staff. Hayes stated it is important to keep the process impartial and information confidential until the decision is made and announced; however, if Council wants to have discussions with staff about the overall architecture of a future building that can be completed during work sessions. Porter stated his concern is Council giving input at the end of the process after a vendor is chosen. Hayes stated a conflict can occur if Council gets into the specifications as Council is the final vote on the award process. Porter stated he does not want to get into the evaluation process, but instead would like to give input on how the scores are weighted in the different categories. Councilman Mize stated he is satisfied with the policy as presented, and where appropriate as mentioned, Council could give general feedback and direction, but not get involved in the weighting of the qualifications. Councilman Strang agreed with Councilman Mize with not getting involved in the details, but would like to see some examples of what the contractor built if that is possible. Porter stated specific names cannot be released during the process, but Council may have an initial work session with general examples of desired architectural designs to give to staff before the process begins. Hayes stated information such as that can also be included in the bid specs so the firms are aware of what the City is looking for.

Council Action

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve Item C as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

E. Consider, and act upon, approving the Financial Management Policies.**Council Comments**

Mayor Porter requested additional information on General Fund, Utility Fund, and 4B Fund Fund Balance.

Finance Director Beard replied the Fund balance requirement for the General Fund is 25 percent of the budgeted expenditures for the year; however, the rating agencies like to see at least a 30 percent Fund balance. Traditionally the City has greater than 30 percent in the General Fund balance at the end of the year due to conservative budgeting and spending. Beard recommended keeping the General Fund Fund balance at 35 percent to assist the City with future ratings by the agencies.

Beard stated the Utility Fund Fund balance requirement is 90 days of the budgeted expenditures, and the City strives to keep a healthy Fund balance to prevent volatile rates charged to customers.

Beard stated the 4B Fund Fund balance requirement is 25 percent of the budgeted sales tax revenue, and the City strives to keep a healthy Fund balance due to the volatility of the sales tax revenues.

Council Action

A motion was made by Mayor Porter, seconded by Mayor *pro tem* Forrester, to approve Item E as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

H. Consider, and act upon, the acceptance of the Bylaws governing the rules of procedure for the Cemetery Advisory Board.**Council Comments**

Mayor Porter confirmed that term limits were included in the rules of procedures. Cemetery Advisory Board liaison Ollie reported they had their first meeting which was successful. Mayor *pro tem* Forrester asked if staff has additional information regarding the oversight of the Board. Ollie replied there are laws that will govern the Board and an ordinance will be brought to Council at a future meeting. Forrester confirmed the City has not officially taken over the cemeteries. Ollie replied that is correct.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item H as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 6:55 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. Discuss Right-of-Way Acquisition for McMillen Drive and Eubanks Lane.**RECONVENE INTO OPEN SESSION**

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 7:54 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 7:54 p.m. in regard to Work Session 1 CWD Rate Increase and contract modification discussion.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

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

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

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session and into Work Session at 8:11 p.m.

WORK SESSION

WS1. Presentation and discussion with CWD regarding a rate increase and contract modification to contract #W2018-118-A Solid Waste & Recycling Services with Community Waste Disposal L.P., adjusting the billing rates effective 10/1/2021.

Greg Roemer, representing Community Waste Disposal (CWD), addressed Council giving a brief presentation that included challenges such as the pandemic, residential trash volumes, February 2021 FEMA-Declared Disaster, and labor shortages; city of Wylie data and statistics; CWD Recovery Plan; and the October annual rate adjustment.

Roemer answered questions from Council regarding the labor shortage, if CWD can track a driver's route, identify hot spots, and if there are improvements to service that can be made to offset the cost increase. Council expressed concerns with a rate increase with the complaints received from residents which include the recycling and bulk not being picked up, mixing trash and recycling together, leaking hydraulic fluid, performance issues, and trash left on the ground after servicing.

Roemer explained the 10 percent increase includes a 4.5 percent inflation cost and a 5.5 percent fuel cost increase.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 8:46 p.m.

1. **Hold a public hearing, consider, and act upon, Resolution No. 2021-27(R) of the City Council of the City of Wylie, Texas, recognizing and offering no objection to the intent of Roers Wylie Apartments Owner Limited Partnership to submit an application to the Texas Department of Housing and Community Affairs for 2021 Housing Tax Credits to develop Wylie Senior Apartments, property generally located on the south side of FM 544 approximately 1400 feet west of Sanden Boulevard.**

Staff Comments

Planning Manager Haskins addressed Council stating in July 2021, the City Council held a work session in which Roers Development presented a potential project for a Seniors only affordable living apartments. Based on Council feedback during that work session, Roers has decided to pursue tax credits for the potential development through an application to the Texas Department of Housing and Community Affairs. In accordance with the requirements, the governing body may, after a public hearing, provide a resolution regarding the tax credit application. The resolution is required for the application to be accepted. At Roers request, staff has prepared a resolution, which states the project location, name, and that Council does not object to the tax credit application. The resolution does not reference, support, or guarantee any zoning changes or other project requirements.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 8:49 p.m. asking anyone present wishing to address Council to come forward.

No person was present wishing to address Council.

Mayor Porter closed the public hearing at 8:49 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 1 as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

- 2. Consider, and act upon, an agreement authorizing the appointment of Steve Feil as Associate Municipal Court Judge for the City of Wylie effective October 1, 2021, setting terms and hourly rate of service.**

Council Comments

Mayor Porter asked Municipal Court Judge Maldonado to share additional information on this item. Maldonado stated with the jail opening at the Public Safety Building, it has increased the need for an additional Associate Judge as it is a requirement that a Judge be present on the date a person is arrested to magistrate them. Judge Feil introduced himself to the Council and gave background information on himself which included serving as a prosecutor, defense attorney, and a magistrate in Dallas County.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Wallis, to approve Item 2 as presented. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

- 3. Consider, and act upon, the award of Request for Proposal (RFP) #W2021-76-A for Human Resources Health & Welfare Benefits to Various Vendors in the estimated annual amount of \$4,273,945.00 and authorizing the City Manager to execute any necessary documents.**

Mayor Porter announced he may have a conflict of interest and recused himself from the meeting at 8:55 p.m.

Staff Comments

Purchasing Manager Hayes addressed Council stating the City issued a Request for Proposals (RFP) for the employee and retiree health and welfare benefits, both City and employee funded programs, and the City received 27 responses. All submissions were reviewed by City staff and the consulting firm, HUB International, Inc., in accordance with the published evaluation criteria.

Council Comments

Councilman Strang asked if the benefits are the same as what was previously submitted. Human Resource Director Yanez replied the benefits are the same as what was presented with some enhancements, and added moving to the new medical carrier, the City will gain five percent savings, and the split for spouses to cover their dependents will be 53 percent instead of the current 50 percent. Strang asked about a potential spousal surcharge. Yanez replied that currently there are 80 spouses covered on City insurance, and after doing calculations on a possible surcharge it

would affect potentially a little more than half of the 80 employees; therefore, staff decided that the City would absorb the five percent savings and add an additional three percent for the employee cost.

Council Action

A motion was made by Councilman Mize, seconded by Councilman Duke, to approve Item 3 as presented. A vote was taken and the motion passed 5-0 with Mayor Porter abstaining (Conflict of Interest on file with City Secretary) and Councilman Williams absent.

Mayor Porter returned to his seat at the dais at 9:04 p.m.

Mayor Porter convened the Council into Work Session at 9:04 p.m.

WORK SESSION

WS2. Discuss Wylie Wastewater Treatment Plant Demolition Options.

Public Works Director Porter addressed Council to discuss options for demolition of the Wylie Wastewater Treatment Plant, including costs associated with each. Public Works Director Porter thanked Clayton Barnard, representing Freese and Nichols; Billy George and Scott Hoelzle, representing NTMWD; and Marvin Fuller, NTMWD board member for attending the work session this evening. Public Works Director Porter stated Option 1 would be to remove the top two feet of concrete of the basins that hold the water, Option 2 is the demolition of all of the structures two feet below the ground, Option 2A is an additional cost for the full removal of the concrete, Option 3 is the demolition of all the structures two feet below the ground and moving the wastewater interceptor, Option 4 is the demolition of all structures two feet below ground, moving the wastewater interceptor and adding a decel lane, and Option 5 is the demolition of all structures two feet below ground, moving the wastewater interceptor, and adding an access drive. Public Works Director Porter and Barnard answered questions from Council.

Direction from Council included Mayor Porter, Councilman Mize, Councilman Duke, and Councilman Wallis giving direction on Options 3 and 2A, and Mayor *pro tem* Forrester and Councilman Strang giving direction on Options 4 and 2A. The consensus of Council was to maintain the perimeter fencing around the site during demolition and then reduce the fencing to only the bioxide feed system.

Mayor Porter convened the Council into a break at 9:28 p.m.

Mayor Porter reconvened the Council at 9:34 p.m.

WS3. Discuss Potential Uses for the Fund Balance in the General Fund.

Mayor Porter stated he requested this item be placed on the agenda for discussion.

Direction from Council included: gather additional information for the Senior Center remodel and to allocate \$750,000 towards the project; allocate \$1,300,000 towards two splash pads, one on the east side and one on the west side of the City; allocate \$700,000 for a dog park; allocate \$600,000 for sidewalk repairs; allocate \$500,000 for storm drainage facilities; allocate \$1,200,000 for Quint Unit #116 replacement and potentially designating additional money to a separate fund for a future fire truck; allocate \$250,000 for LifePak 15 Heart Monitors; and allocate \$120,000 for a Library book sorter from the General Fund Fund balance.

Council stated other potential items to use Fund balance for include: trails, beautification, practice fields, land acquisition for park usage, connectivity of trails especially around downtown, lighting, benches, bike lane, field improvements for Founders, and improvements near Wylie High School and Kroger Marketplace to ensure safety of the students.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 10:34 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 10:34 p.m.

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

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ES2. Consider the sale or acquisition of properties located at FM 544/Cooper, Jackson/Oak, State Hwy 78/Brown, State Hwy 78/Ballard, and Ballard/Brown.

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

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- (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).

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-3a, 2020-11b, 2021-4a, 2021-4b, 2021-4c, 2021-6a, 2021-8a, 2021-9a, and 2021-9b.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 11:51 p.m.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Mayor Porter, authorizing the Wylie EDC to enter into a Performance Agreement with Project 2017-10a in an amount not to exceed \$2,300,000. A vote was taken and the motion passed 6-0 with Councilman Williams absent.

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 to Ordinance No. 2021-45 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Mayor Porter, to adjourn the meeting at 11:52 p.m. A vote was taken and motion passed 6-0 with Councilman Williams absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning
Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being a Replat for Seventy8 & Westgate Addition, establishing three commercial lots on 12.127 acres, generally located at 960 South Westgate Way.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Seventy8 & Westgate, L.P

APPLICANT: Survey Consultants, Inc

The applicant is proposing to subdivide Lot 1 into Lot 1R, 3 and 4, Block A of Seventy8 & Westgate Addition. The property is located at 960 South Westgate Way. The property is zoned within the Seventy8 & Westgate Planned Development 2003-18 and allows for multi-family and commercial development.

The purpose of the plat is to separate the two restaurant pad sites from the apartment complex for marketing purposes. Additionally, the plat adjusts the location of a few utility easements and abandons a few others.

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.

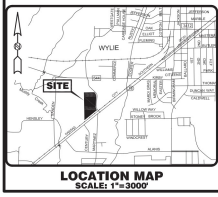
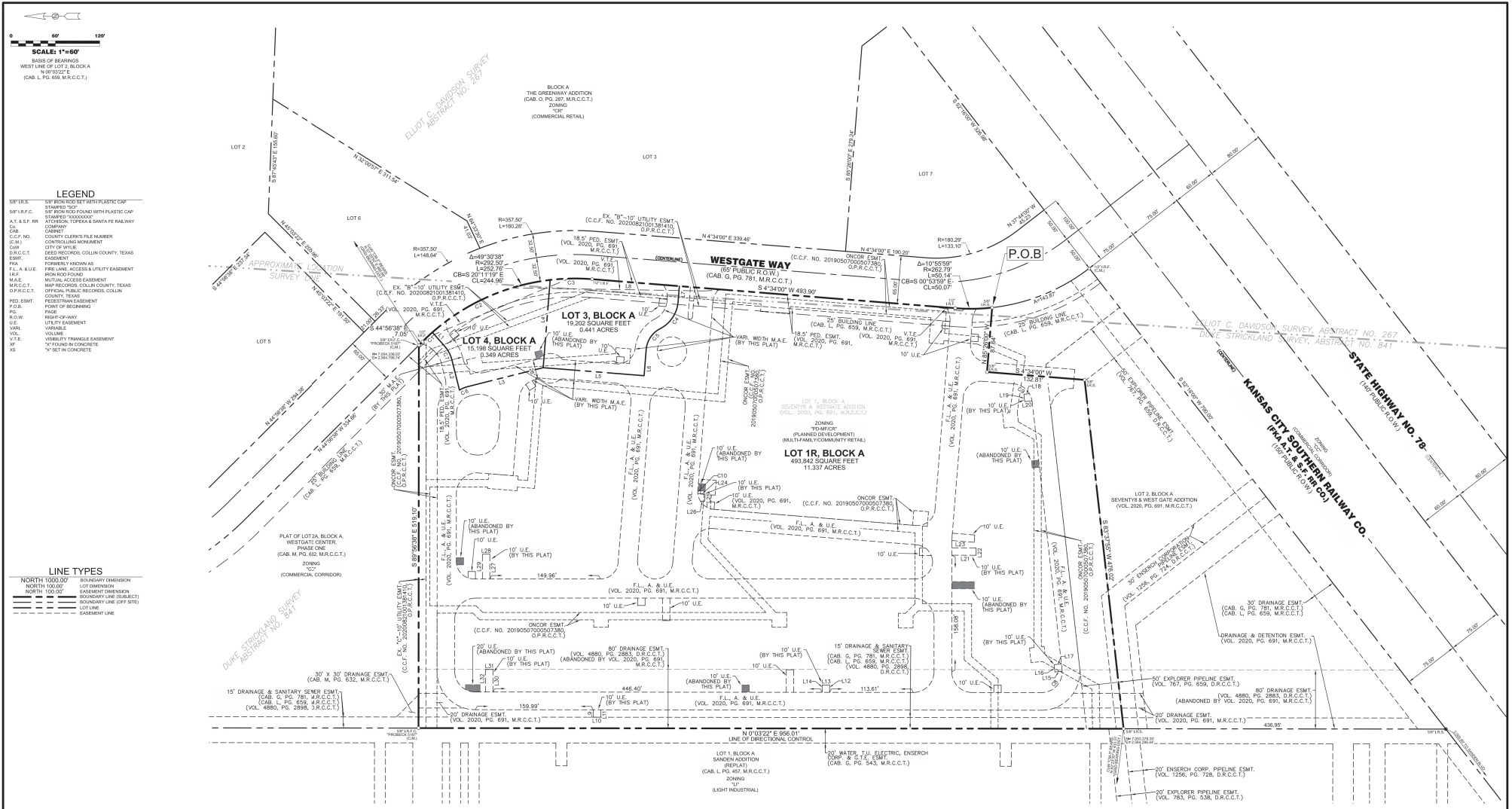
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



- GENERAL NOTES**
- No appearance between the height of 2' and 9' may be placed within the visibility triangles shown on this plat.
 - A Certificate of Occupancy will not be issued for the property until all civil improvements, screening wall, and detention and pond areas are constructed and accepted by the City.
 - Coordinates, grid bearings and/or grid distances shown hereon are referenced to the Texas State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD83).
 - NOTICE:** Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, is subject to fines and withholding of utilities and building permits.
 - All U.E. (utility easements) shown hereon were granted by the plat recorded in Volume 2020, Page 691, Map Records, Collin County, Texas, unless otherwise noted.
 - The purpose of this replat is to remove and/or add utility easements to better align with respective service appearances and to sub-divide Lot 1, Block A into three (3) separate lots to accommodate future development.

FLOOD STATEMENT

By graphic plotting only, the property described hereon lies in Zone "X"-Areas determined to be outside the 0.2% annual chance floodplain, as indicated on documents issued by the Federal Emergency Management Agency, entitled "Flood Insurance Rate Map, for Collin County, Texas and Incorporated Areas, Community Panel Number 48085C04203, Map Revised Date, June 2, 2009. This flood statement does not imply that the property and/or structures hereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER:
SEVENTY8 & WESTGATE, L.P.
4306 Marsh Ridge Road
Carrollton, TX 75010
(214) 614-8252
Contact: Steve Runney

DEVELOPER:
CROSS DEVELOPMENT
4306 Marsh Ridge Road
Carrollton, TX 75010
(214) 614-8252
Contact: Steve Runney

ENGINEER:
LINCOLN CONSULTING &
ENGINEERING
P.O. Box 1176
Wylie, TX 75099
P.O.C. Joshua Lincoln
jlincoln@lincoln.com
(214) 815-5086

PROJECT INFORMATION
Date of Survey: 3/07/2018
Job Number: 2120894
Drawn By: A.L.B.
Date of Plat: 8/18/2021
File: 2120894.dwg
SHEET 1 OF 2

903 N. Bower Road, Suite 240
Richardson, Texas 75081
(972) 424-7002 Voice
(972) 424-7002 Fax
WWW.SCI-CONSULTANTS.COM
TPIPLS Firm No. 10139600



THIS PLAT FILED BY DOCUMENT NO. _____ DATE: _____

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS SEVENTY8 & WESTGATE, L.P., a Delaware limited partnership, is the owner of a tract of land situated in the City of Wylie, Collin County, Texas, being all of LOT 1, BLOCK A, SEVENTY8 & WESTGATE ADDITION, an addition to the City of Wylie, Collin County, Texas, according to the replat thereof recorded in Volume 2020, Page 691, Map Records, Collin County, Texas, and being a portion of that certain called 15.7206 acre tract of land described by Special Warranty Deed to Seventy8 & Westgate, L.P., a Delaware limited partnership, as recorded by Instrument No. 2018031600032603, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "SC" set for the northeast corner of Lot 2, Block A of said Seventy8 & Westgate Addition, same lying in the westerly right-of-way line of Westgate Way (a variable width public right-of-way at this point);

THENCE departing said right-of-way line and along the common line of said Lot 2 and the herein described as follows:

North 85 degrees 26 minutes 00 seconds West, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "SC" set;

South 04 degrees 34 minutes 00 seconds West, a distance of 132.81 feet to a 5/8 inch iron rod with red plastic cap stamped "SC" set;

South 83 degrees 37 minutes 55 seconds West, a distance of 476.02 feet to a 5/8 inch iron rod with red plastic cap stamped "SC" set for the northwest corner of said Lot 2. In the west line of said Seventy8 & Westgate Addition, from which the southwest corner of said Lot 2 and said addition bears South 00 degrees 03 minutes 22 seconds West, distance of 436.96 feet;

THENCE, along said west line, North 00 degrees 03 minutes 22 seconds East, a distance of 956.01 feet to a 5/8" iron rod with red plastic cap stamped "Probed-6167" found for the southwest corner of PLAT OF LOT 2A, BLOCK A, WESTGATE CENTER, PHASE ONE, an addition to the City of Wylie, Collin County, Texas, according to the replat thereof recorded by Cabinet M, Page 632, Map Records, Collin County, Texas, same being located for the northwest corner of said Lot 1 and the northwest corner of said Seventy8 & Westgate Addition;

THENCE, along the common line of said PLAT OF LOT 2A and said Seventy8 & Westgate Addition, South 89 degrees 56 minutes 38 seconds East, a distance of 519.10 feet to a 5/8" iron rod found with red plastic cap stamped "Probed-6167" found for the southeast corner of said Lot 2A, same being located and the northeast corner of said Lot 1 and said Seventy8 & Westgate Addition, lying in the west right-of-way line of said Westgate Way (a 65 foot public right-of-way, at this point);

THENCE along said west right-of-way line as follows:

South 44 degrees 56 minutes 38 seconds East, a distance of 7.05 feet to a 1/2" iron rod found for the beginning of a curve to the right;

Along said curve to the right, through a central angle of 49 degrees 30 minutes 38 seconds, a radius of 252.50 feet, an arc length of 252.78 feet, having a chord bearing of South 00 degrees 53 minutes 19 seconds East, and a chord distance of 244.96 feet to a 1/2" iron rod found;

South 04 degrees 34 minutes 00 seconds West, a distance of 493.90 feet to a 1/2" iron rod found for the beginning of a curve to the left;

Along said curve to the left, through a central angle of 10 degrees 55 minutes 59 seconds, a radius of 252.78 feet, an arc length of 50.14 feet, having a chord bearing of South 00 degrees 53 minutes 59 seconds East, and a chord distance of 50.07 feet to the **POINT OF BEGINNING**, containing 526.243 square feet or 12.127 acres of land, more or less.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, DOUGLAS S. LOOMIS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown herein as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie, Collin County, Texas.

RELEASED 9/18/2021 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Douglas S. Loomis,
Registered Professional Land Survey No. 5199

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN under my hand and seal of office this the ____ day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires On: 2/29/2025

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SEVENTY8 & WESTGATE, L.P., a Delaware limited partnership, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as **SEVENTY8 & WESTGATE ADDITION 2**, an addition to the City of Wylie, 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 growth shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities 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 and City of Wylie's use thereof. The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, by my hand, this the ____ day of _____, 2021.

BY: SEVENTY8 & WESTGATE, L.P., a Delaware limited partnership

BY: _____
(AUTHORIZED SIGNATURE)

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ (name) of SEVENTY8 & WESTGATE, L.P., a Delaware limited partnership, 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 purpose and considerations therein expressed.

GIVEN under my hand and seal of office, this the ____ day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires On: _____

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Wylie, Collin County, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Collin County, Texas

Date

"ACCEPTED"

Mayor, City of Wylie, Collin County, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of **SEVENTY8 & WESTGATE ADDITION**, an addition to the City of Wylie, Collin County, Texas, was submitted to the City Council on the ____ day of _____, 2021, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easements, 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/her name as herein above subscribed.

WITNESS, by my hand, this the ____ day of _____, 2021.

City Secretary
City of Wylie, Collin County, Texas

FINAL PLAT
SEVENTY8 & WESTGATE ADDITION
BEING A REPLAT OF
SEVENTY8 & WESTGATE ADDITION
12.127 ACRES OUT OF THE
DUKE STRICKLAND SURVEY, ABSTRACT NO. 841 AND THE
ELLIOTT C. DAVIDSON SURVEY, ABSTRACT NO. 267
CITY OF WYLIE, COLLIN COUNTY, TEXAS

OWNER: SEVENTY8 & WESTGATE, L.P.
4500 Marsh Ridge Road
Carrollton, TX 75010
(972) 814-5252
Contact: Steve Runney

DEVELOPER: CROSS DEVELOPMENT
4500 Marsh Ridge Road
Carrollton, TX 75010
(972) 814-5252
Contact: Steve Runney

ENGINEER: LINCOLN CONSULTING & ENGINEERING
P.O. Box 1179
Wylie, TX 75098
P.O.C. Joshua Lincoln
jlincoln@lincoln.com
(814) 215-0066

PROJECT INFORMATION
Date of Survey: 5/04/2018
Job Number: 210604
Drawn by: LLS
Date of Plat: 9/18/2021
File: 210604-SC-09-18.Dwg
SHEET 2 OF 2



903 N. Bower Road, Suite 240
Richardson, Texas 75081
(972) 424-7002 Voice
(972) 631-7002 Fax
WWW.SURVEYCONSULTANTS.COM
TBDLS Firm No. 10139000

THIS PLAT FILED BY DOCUMENT NO. _____ DATE: _____



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat for Wylie Lake Townhomes Addition, establishing 21 residential lots and three HOA lots on 4.839 acres, generally located northwest of the intersection of Spencer Lane and Colby Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Tass Investments LLC

APPLICANT: JP Engineering

The applicant has submitted a final plat for Wylie Lake Townhomes, creating 21 residential lots and three HOA lots on 4.839 acres. The subject property is zoned within Planned Development 2003-18 and townhomes are an allowed use by right.

The preliminary plat for this development was approved in March 2020. A minor modification to the depth of the lots was made in comparison to the preliminary plat due to grading and sewer connectivity requiring the ROW of Debby Court to be shifted slightly to the west. The lots remain in conformance with the required lot depth and width.

All of the open space lots are to be owned and maintained by this subdivision's HOA. This plat dedicates 120' of ROW for the future extension of Park Boulevard and provides a 40' wide landscaped buffer adjacent to the future thoroughfare along with a buffer along existing Spencer Lane.

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.

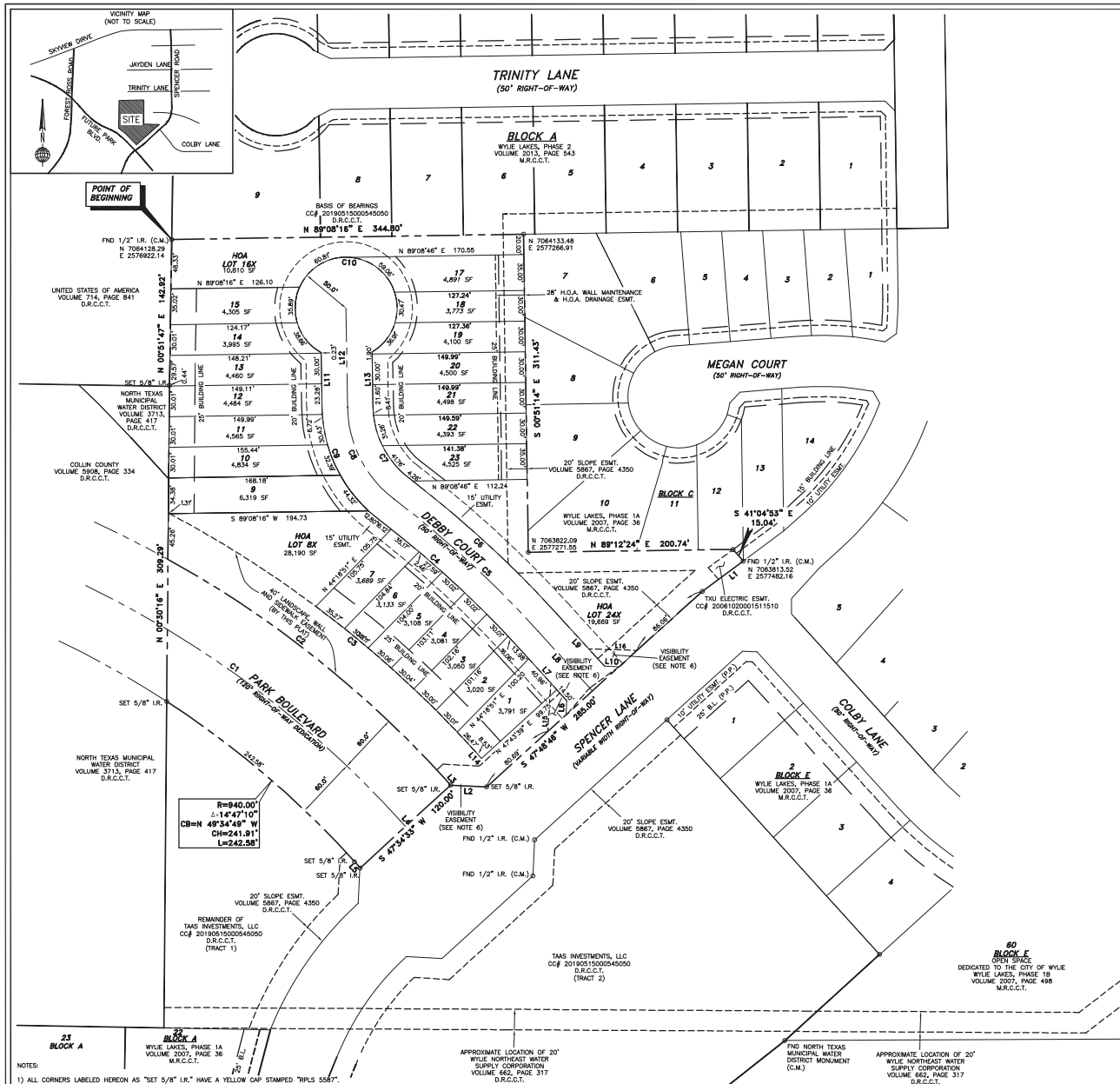
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management



- NOTES:
- 1) ALL CORNERS LABELED HEREON AS "SET 5/8" I.R." HAVE A YELLOW CAP STAMPED "RPLS 5057".
 - 2) ALL COORDINATES SHOWN HEREON ARE BASED UPON CITY OF WYLIE GEODETIC CONTROL MONUMENTS NO. 4 AND NO. 5 WHICH ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM (NAD83) TEXAS NORTH CENTRAL ZONE (4202).
 - 3) ALL PROPOSED LOTS SITUATED IN WHOLE OR IN PART WITHIN THE CITY'S CORPORATE LIMITS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE GOVERNING ZONING DISTRICT AND THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE.
 - 4) NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND IS SUBJECT TO FINES AND WITHDRAWAL OF UTILITIES AND BUILDING PERMITS.
 - 5) NO APURTENNANCE BETWEEN THE HEIGHT OF 2' AND 9' MAY BE PLACED IN THE VISIBILITY TRIANGLES.
 - 6) VISIBILITY EASEMENTS SHOWN HEREON ARE IN ACCORDANCE WITH TABLE 9 OF THE CITY OF WYLIE THROUGHFARE MANUAL.
 - 7) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
 - 8) A CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED FOR THE PROPERTY UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM LOCAL, STATE AND FEDERAL AGENCIES.
 - 9) ALL HOA "X" LOTS ARE TO BE OWNED AND MAINTAINED BY THE HOA.

OWNER'S CERTIFICATE STATE OF TEXAS COUNTY OF COLLIN

WHEREAS, 5 STAR INVESTORS LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688, IN THE CITY OF WYLIE, COLLIN COUNTY, TEXAS; AND WHEREAS, SAID TRACT OF LAND IS 4.839 ACRES TRACT OF LAND DESCRIBED IN A DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 202008000404000, DEED RECORDED IN COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 4.839 ACRE TRACT, IN AN EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA, OF RECORD IN VOLUME 714, PAGE 841, DEED RECORDED IN COLLIN COUNTY, TEXAS; AND BEING THE SOUTHWEST CORNER OF WYLIE LAKES, PHASE 2, AN ADDITION TO THE CITY OF WYLIE, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 2007, PAGE 34, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89°08'16" EAST ALONG THE COMMON LINE OF SAID 4.839 ACRE TRACT AND SAID WYLIE LAKES, PHASE 2, A DISTANCE OF 344.80 FEET TO A POINT FOR CORNER AT THE NORTHEAST CORNER OF SAID 4.839 ACRE TRACT, IN A WEST LINE OF WYLIE LAKES, PHASE 1A, AN ADDITION TO THE CITY OF WYLIE, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 2007, PAGE 36, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 0°51'14" EAST ALONG THE COMMON LINE OF SAID 4.839 ACRE TRACT AND SAID WYLIE LAKES, PHASE 1A, A DISTANCE OF 311.43 FEET TO A POINT FOR CORNER AT AN IRON ILL CORNER THEREOF;

THENCE NORTH 89°12'24" EAST CONTINUING ALONG THE COMMON LINE OF SAID 4.839 ACRE TRACT AND SAID WYLIE LAKES, PHASE 1A, A DISTANCE OF 200.74 FEET TO A POINT FOR CORNER;

THENCE SOUTH 41°04'53" EAST CONTINUING ALONG THE COMMON LINE OF SAID 4.839 ACRE TRACT AND SAID WYLIE LAKES, PHASE 1A, A DISTANCE OF 15.04 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF SPENDER LANE, (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 5°21'25" WEST ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SPENDER LANE, A DISTANCE OF 49.95 FEET TO A POINT FOR CORNER;

THENCE SOUTH 47°48'46" WEST CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SPENDER LANE, A DISTANCE OF 285.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 6°11'14" WEST CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SPENDER LANE, A DISTANCE OF 35.36 FEET TO A POINT FOR CORNER;

THENCE SOUTH 47°34'33" WEST CONTINUING ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SPENDER LANE, A DISTANCE OF 120.00 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE NORTH 42°11'14" WEST DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SPENDER LANE, A DISTANCE OF 14.88 FEET TO A 5/8" IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO LEFT HAVING A RADIUS OF 940.00 FEET, A CHORD ANGLE OF 14°01'10" CHORD WHICH BEARS NORTH 49°34'49" WEST, A DISTANCE OF 241.91 FEET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 242.28 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE WEST LINE OF SAID 4.839 ACRE TRACT;

THENCE NORTH 0°50'14" EAST ALONG THE WEST LINE OF SAID 4.839 ACRE TRACT, A DISTANCE OF 308.28 FEET TO A 5/8" IRON ROD SET FOR CORNER AT THE SOUTHEAST CORNER UNITED STATES OF AMERICA TRACT;

THENCE NORTH 0°51'14" EAST ALONG THE COMMON LINES OF 4.839 ACRE TRACT AND SAID UNITED STATES OF AMERICA TRACT, A DISTANCE OF 142.82 FEET TO THE PLACE OF BEGINNING AND CONTAINING 210,790 SQUARE FEET OR 4.839 ACRES OF LAND;

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S 89°31'25" W	49.95
L2	N 87°11'14" E	35.36
L3	S 42°11'14" E	7.80
L4	S 42°11'14" E	7.90
L5	S 42°11'14" E	8.10
L6	S 02°48'33" W	13.82
L7	N 42°16'21" W	69.43
L8	N 42°16'21" W	79.26
L9	N 42°16'21" W	69.07
L10	S 87°11'14" E	14.44
L11	N 09°51'14" E	49.80
L12	N 09°51'14" E	66.81
L13	N 09°51'14" E	53.31
L14	S 42°11'14" E	6.33
L15	S 03°48'33" W	47.33
L16	S 89°11'33" E	47.50

CURVE	CHORD BEARING	DELTA	CHORD LENGTH
C1	1080.00°	N 50°39'49" W	187°59'07" 294.80' 295.88'
C2	1060.00°	N 51°36'16" W	187°50'35" 344.80' 348.44'
C3	1100.00°	S 52°09'58" E	193°37'30" 381.24' 383.17'
C4	1080.00°	N 47°29'12" W	102°23'41" 187.21' 187.48'
C5	1058.00°	N 47°29'12" W	102°23'41" 186.29' 186.56'
C6	90.00°	S 28°48'33" E	51°50'18" 78.68' 81.43'
C7	115.00°	S 28°48'33" E	51°50'18" 100.53' 104.09'
C8	140.00°	S 28°48'33" E	51°50'18" 122.89' 126.87'
C10	50.00°	S 89°08'08" W	300°00'00" 50.00' 281.80'

Curve Table

CURVE	CHORD BEARING	DELTA	CHORD LENGTH
C1	1080.00°	N 50°39'49" W	187°59'07" 294.80' 295.88'
C2	1060.00°	N 51°36'16" W	187°50'35" 344.80' 348.44'
C3	1100.00°	S 52°09'58" E	193°37'30" 381.24' 383.17'
C4	1080.00°	N 47°29'12" W	102°23'41" 187.21' 187.48'
C5	1058.00°	N 47°29'12" W	102°23'41" 186.29' 186.56'
C6	90.00°	S 28°48'33" E	51°50'18" 78.68' 81.43'
C7	115.00°	S 28°48'33" E	51°50'18" 100.53' 104.09'
C8	140.00°	S 28°48'33" E	51°50'18" 122.89' 126.87'
C10	50.00°	S 89°08'08" W	300°00'00" 50.00' 281.80'

GRAPHIC SCALE

1 INCH = 50 FEET

(IN FEET)

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1 INCH = 50 FEET

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OWNER'S DEDICATION STATE OF TEXAS COUNTY OF COLLIN

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, 5 STAR INVESTORS, LLC, ACTING BY AND THROUGH THE UNDERSIGNED, THEIR DULY AUTHORIZED AGENT, DOES HEREBY ADVERTISE THIS FINAL PLAT DESIGNATING THE HEREIN DESCRIBED REAL PROPERTY AS WYLIE LAKE TOWNHOMES ADDITION, AN ADDITION TO THE CITY OF WYLIE, COLLIN COUNTY, TEXAS, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS; AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS, AND PUBLIC USE AREAS SHOWN THEREON, THE EASEMENTS AS SHOWN, FOR THE MUTUAL USE AND ACCOMMODATION OF THE CITY OF WYLIE AND ALL PUBLIC UTILITIES DESIRING TO USE OR USING SAME, ALL AND ANY PUBLIC UTILITIES AND THE CITY OF WYLIE SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, SHRUBS, TREES, OR OTHER IMPROVEMENTS OR GROUNDS WHICH IN ANY WAY ENHANCE OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON SAID EASEMENT AND THE CITY OF WYLIE AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS AND EGRESS TO AND FROM UPON THE SAID EASEMENT STRIPS FOR THE PURPOSES OF REMOVING AND ERECTING RECORDING, INSPECTING, PATROLLING, MAINTAINING AND REPAIRING ANY AND ALL PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY, AT ANY TIME, OR PROCURING THE PERMISSION OF ANYONE.

WITNESS MY HAND AT _____ TEXAS, THIS _____ DAY OF _____, 2021.

RELEASED 08/15/2021 FOR REVIEW PURPOSES ONLY NOT TO BE RECORDED FOR ANY REASON

OWNER: 5 STAR INVESTORS, LLC
DULY AUTHORIZED AGENT
TAMMED SADDIQI

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TAMMED SADDIQI, 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 CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

THAT, I, JASON L. MORGAN, DO HEREBY CERTIFY THAT I PREPARED THIS FINAL PLAT FROM AN ACTUAL SURVEY ON THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE FOUND AND/OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE APPLICABLE CODES AND ORDINANCES OF THE CITY OF WYLIE, TEXAS.

WITNESS MY HAND AT PLANO, TEXAS, THIS _____ DAY OF _____, 2021.

JASON L. MORGAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5587

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TAMMED SADDIQI, 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 CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

"RECOMMENDED FOR APPROVAL"

CHAIRMAN, PLANNING & ZONING COMMISSION

CITY OF WYLIE, TEXAS

"APPROVED FOR CONSTRUCTION"

MAYOR, CITY OF WYLIE, TEXAS

"ACCEPTED"

MAYOR, CITY OF WYLIE, TEXAS

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF WYLIE, TEXAS, HEREBY CERTIFIED THAT THE FOREGOING FINAL PLAT OF WYLIE LAKE TOWNHOMES SUBDIVISION OR ADDITION TO THE CITY OF WYLIE WAS SUBMITTED TO THE COUNCIL ON THE DAY OF _____, 2021, AND WAS ACCEPTED BY THE COUNCIL BY FORMAL ACTION, THEN AND THEREAFTER THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, 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 THEREBY BY SIGNING THEIR NAMES AS HEREINAFORE SUBSCRIBED.

WITNESS MY HAND THIS _____ DAY OF _____, 2021.

CITY SECRETARY, CITY OF WYLIE, TEXAS

FINAL PLAT
WYLIE LAKE TOWNHOMES
ADDITION
21 RESIDENTIAL LOTS AND
3 HOA LOTS
AN ADDITION TO THE
CITY OF WYLIE, COLLIN COUNTY, TEXAS
BEING 4.839 ACRES OF LAND
SITUATED IN THE
FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688
COLLIN COUNTY, TEXAS JOB NO.: 19-10-077

Global Land Surveying, Inc.

SERVING THE GREATER DALLAS-FORT WORTH METROPOLIS SINCE 2002

GLOBAL LAND SURVEYING, INC.
P.O. BOX 28300
PLANO, TEXAS 75026
PHONE (972) 841-1700
JLMORGAN@GLS-INC.COM
TRESPASSING NO. 10010300

LEGEND:
BL-BUILDING LINE
D.R.C.C.T.-DEED RECORDS, COLLIN COUNTY, TEXAS
P.O.B.-PLOT BOUNDARY
ESMT-EASEMENT
C.M.-CONTROLLING MONUMENT
FND 1/2" IR. = FOUND 1/2" IRON ROD

OWNER:
5 STAR INVESTORS, LLC
8100 RASOR BOULEVARD
SUITE 241
PLANO, TEXAS 75024
972-223-3333

SURVEYOR:
GLOBAL LAND SURVEYING, INC.
P.O. BOX 28300
PLANO, TEXAS 75026
PHONE (972) 841-1700
JLMORGAN@GLS-INC.COM
TRESPASSING NO. 10010300

APPROXIMATE LOCATION OF 20' WYLIE NORTHEAST WATER SUPPLY CORPORATION VOLUME 662, PAGE 317 D.R.C.C.T.

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APPROXIMATE LOCATION OF 20' WYLIE NORTHEAST WATER



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat for Kreymer at the Park, being 48 residential lots and two open space lots on 16.48 acres. Property located at 2605 E Stone Rd.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Granite Industries

APPLICANT: Engineering Concepts & Design

The applicant has submitted a Preliminary Plat for Kreymer at the Park. The plat consists of 48 residential lots and two open space lots on 16.48 acres zoned within the SF 10/24 district. The property was zoned SF 10/24 in 2019 and the single-family residential use is allowed by right. A preliminary plat for this site was previously approved in March 2021; however, modifications to the street access and lot layouts were made requiring a resubmittal.

The plat dedicates the necessary rights-of-way and utility easements, including a pedestrian easement for a trail connection to the southwest. All open space lots are to be dedicated to and maintained by the H.O.A. Lastly, a note has been added to the plat requiring all homes to provide NFPA 13D fire sprinkler systems to meet fire standards.

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.

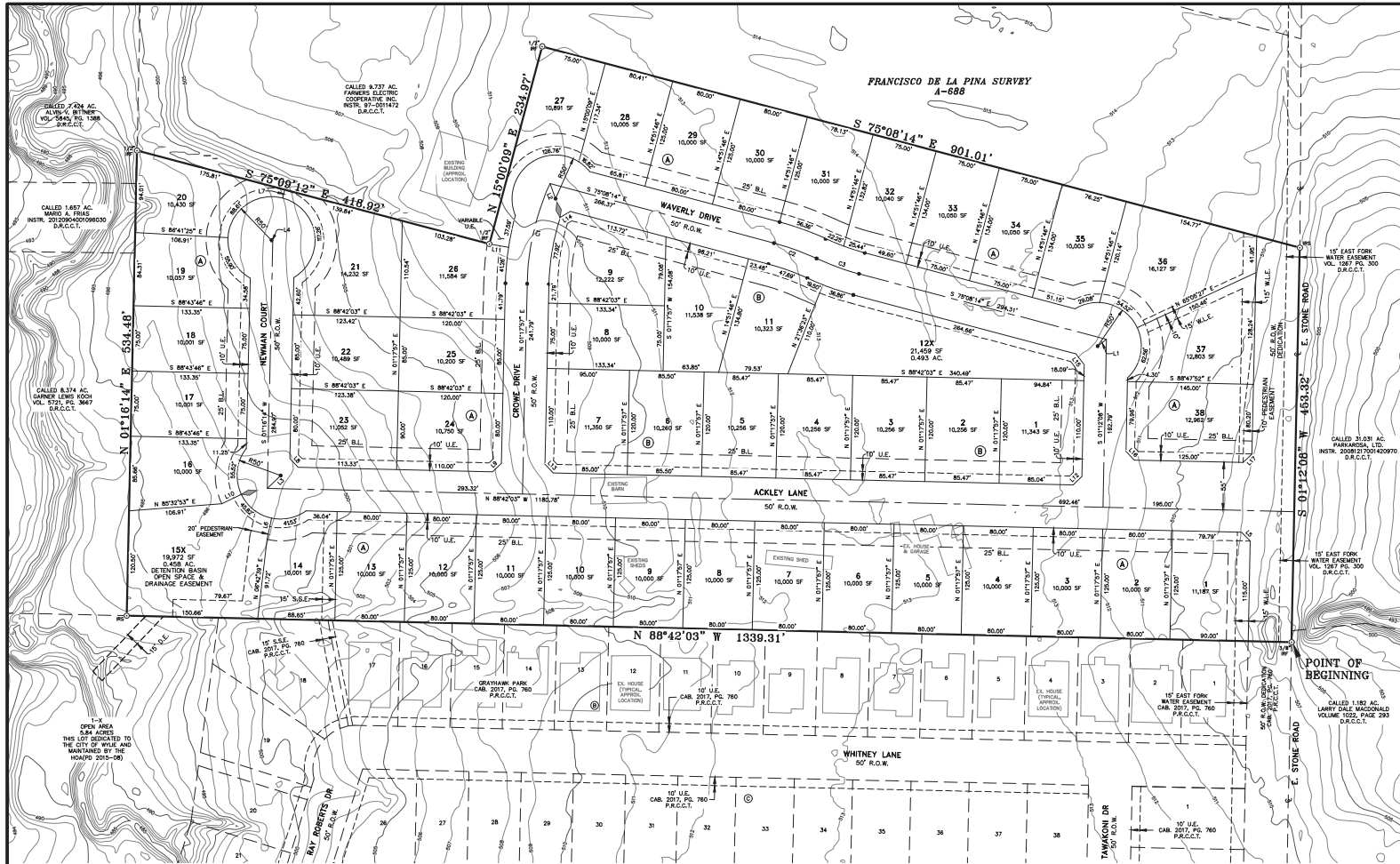
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

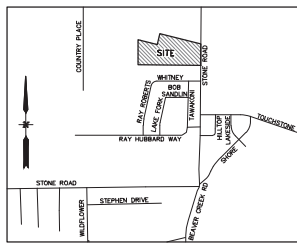
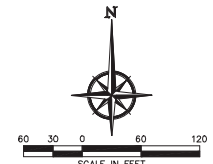
Financial Summary/Strategic Goals

Planning Management

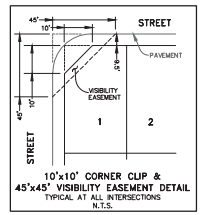


- NOTES:
- All bearings shown hereon are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
 - The tract shown herein and described above was not abstracted by the surveyor. Additional easements or other encumbrances, whether of record or not may affect the subject tract.
 - According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map No. 48050C020A, dated June 2, 2009, and Flood Insurance Rate Map No. 48050C0440A, dated June 2, 2009, the subject property lies within Flood Zone "X" (Area of Minimal Flood Hazard). This Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the surveyor.
 - All found monuments shown hereon are deemed to be controlling monuments.
 - A 1/2" iron rod with red cap stamped "ONEAL 6570" will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
 - SOURCE BENCHMARK: City of Wylie Monument No. 1, located at the North side of State Highway No. 78 near the east entrance drive for the City of Wylie Municipal Complex. Elevation = 530.55'. City of Wylie Monument No. 5, located at the Northeast intersection of Troy Road and County Road 732 (Beaver Creek). Elevation = 454.28'
 - Lots 15X, Block A and Lot 12X, Block B will be common space lots that will be dedicated to and maintained by the Homeowners Association.
 - A certificate of occupancy will not be issued for the property until all the offsite civil improvements, screening wall, and detention pond are constructed and accepted by the City.
 - All homes shall be required to be equipped with NFPA 13D fire sprinkler systems.
 - No lot to lot drainage is allowed.

NOTICE: Selling a portion of this addition by meters and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.



VICINITY MAP
N.T.S.



LEGEND

- IRS IRON ROD SET WITH CAP STAMPED "ONEAL 6570"
- IRF IRON ROD FOUND
- GRF CAPPED IRON ROD FOUND
- B.L. BUILDING SETBACK LINE
- C.A. COMMON AREA
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. EAST FORK WATER LINE EASEMENT
- U.E. UTILITY EASEMENT
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- INDICATES STREET NAME CHANGE

LINE TABLE

NO.	DIRECTION	DISTANCE
L1	N 53°01'59" E	12.72'
L2	N 207°18' W	18.34'
L3	S 44°17'04" W	21.21'
L4	S 88°43'46" E	1.54'
L5	N 43°44'53" W	14.15'
L6	N 12°01'28" E	25.00'
L7	N 14°50'48" E	10.00'
L8	S 43°42'54" E	14.15'
L9	N 46°17'57" E	14.14'
L10	S 64°31'24" W	25.00'
L11	N 79°59'03" W	22.51'
L12	N 46°15'03" E	14.13'
L13	S 43°42'03" E	14.14'
L14	S 59°51'46" W	13.63'
L15	N 36°58'03" W	15.72'
L16	S 43°44'57" E	14.15'
L17	N 46°15'03" E	14.13'

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	23°03'11"	295.00'	60.16'	118.69'	S 12°49'33" W	117.90'
C2	9°56'11"	300.00'	26.08'	52.03'	N 70°10'08" W	51.96'
C3	9°56'11"	300.00'	26.08'	52.03'	S 70°10'08" E	51.96'

48 RESIDENTIAL LOTS
2 COMMON AREA LOT

OWNER
GRANITE INDUSTRIES, LLC
161 W 3RD STREET #110
PROSPER, TX 75078
(310) 962-3931

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TBPLS Firm No. 10194132 JOB NO. 19127
donal.oneal@onealsurveying.com
(903) 804-2891

PRELIMINARY PLAT
KREYMER
AT THE PARK
BEING
16.48 ACRES
SITUATED IN THE
FRANCISCO DE LA PINA SURVEY, ABST. NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
161 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, GRANITE INDUSTRIES, LLC BEING THE OWNER OF A TRACT OF LAND SITUATED IN THE FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688, IN THE CITY OF WYILE, COLLIN COUNTY, TEXAS, BEING ALL OF THAT SAME TRACT OF LAND CONVEYED TO ROBERT KREYMER BY DEED RECORDED IN VOLUME 2967, PAGE 275 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT, A 3/8 INCH IRON ROD FOUND FOR CORNER IN THE APPROXIMATE CENTERLINE OF E. STONE ROAD, SAID POINT BEING THE NORTHEAST CORNER OF GRAYHAWK PARK AN ADDITION TO THE CITY OF WYILE, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED VOLUME 2017, PAGE 760, (OPRCCT) OF THE OFFICIAL PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88 DEGREES 38 MINUTES 14 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID E. STONE ROAD AND ALONG THE NORTH LINE OF SAID GRAYHAWK PARK, A DISTANCE OF 1339.04 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO GARNER KOCH BY DEED RECORD IN VOLUME 5733, PAGE 2432 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS SAME BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEGREES 18 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF SAID KOCH TRACT, A DISTANCE 534.31 FEET TO A 1/2 INCH IRON ROAD FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FARMERS ELECTRIC COOPERATIVE, INC. BY DEED RECORDED IN FILE NO. 97--0011471 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 75 DEGREES 05 MINUTES 49 SECONDS EAST, ALONG THE SOUTH LINE OF SAID FARMERS ELECTRIC COOPERATIVE, INC. TRACT, A DISTANCE OF 418.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING AN INTERIOR ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 15 DEGREES 04 MINUTES 09 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF SAID FARMERS ELECTRIC COOPERATIVE, INC. TRACT, A DISTANCE OF 235.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING AN INTERIOR ELL CORNER OF SAID FARMERS ELECTRIC COOPERATIVE, INC. TRACT;

THENCE, SOUTH 75 DEGREES 05 MINUTES 28 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF SAID FARMERS ELECTRIC COOPERATIVE, INC. TRACT, A DISTANCE OF 800.76 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID E. STONE ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF SAID FARMERS ELECTRIC COOPERATIVE, INC. SAME BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 01 DEGREES 16 MINUTES 03 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID E. STONE ROAD, A DISTANCE OF 453.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 717,935 SQUARE FEET OR 16.48 ACRES OF LAND.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, GRANITE INDUSTRIES, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as KREYMER AT THE PARK, an addition to the City of Wylie, 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 Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desaling to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity 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 _____, 2021.

FOR: GRANITE INDUSTRIES, LLC (Owner)

By: _____
Michael G. Todd, Director

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this date personally appeared Michael G. Todd, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Daniel Chase O'Neal, 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.



Preliminary, this document shall not be recorded for any purpose.

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this date personally appeared Daniel Chase O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2021.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

"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

"APPROVED AND ACCEPTED"

This plat is hereby approved in accordance with Section 2.11.B of the City of Wylie Subdivision Regulations (Ordinance No. 2003--03).

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing plat of KREYMER AT THE PARK, an addition to the City of Wylie was submitted to the City Council on the ____ day of _____, 2021 and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, 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., 2021.

City Secretary
City of Wylie, Texas

48 RESIDENTIAL LOTS
2 COMMON AREA LOT

OWNER
GRANITE INDUSTRIES, LLC
161 W 3RD STREET #110
PROSPER, TX 75078
(310) 962-3931

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYILE, TX 75098
TBPLS Firm No. 10194132 JOB NO. 19127
daniel.oneal@onealsurveying.com
(803) 804-2891

PRELIMINARY PLAT
KREYMER
AT THE PARK
BEING

16.48 ACRES
SITUATED IN THE

FRANCISCO DE LA PINA SURVEY, ABST. NO. 688
CITY OF WYILE, COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES

TEXAS FIRM NO. 001146
201 WINDCO CIRCLE, SUITE 200, WYILE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

DATE: 6/18/2021

SCALE: 1"=60'

SHEET: 2 OF 2

D:\PROJECTS\0824-Regener @ The Creek - Wyle - 16.48 AC Long Plat\0824 Preliminary Plat.dwg



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being a Replat for Woodlake Village, establishing five commercial lots on 15.58 acres, generally located on the northeast corner of State Highway 78 and Eubanks Lane.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Trinity River Development, LLC

APPLICANT: Eagle Surveying

The applicant is proposing to subdivide Lot 1, Block A of Woodlake Village into five lots. The property is located on the northeast corner of State Highway 78 and Eubanks Lane. The property is zoned within the Fuel City Travel Center Planned Development and Commercial Corridor zoning district.

The purpose of the plat is to create five commercial pad sites. Lot 1 is to contain a Fuel City Travel Center. Lot 2 is to contain an automatic car wash. Both lots were included in a Planned Development approved in August 2021. Lots 3-5 are to be developed in the future and is currently zoned Commercial Corridor (CC). A site plan for Lots 1 and 2 are on this agenda for consideration.

The plat provides two access points from Centennial Drive, one access point from Eubanks Lane, and two access points from State Highway 78. The plat also contains fire lane easements for Lots 1 and 2 that comply with fire code length and width standards, along with anticipated utility easements.

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.

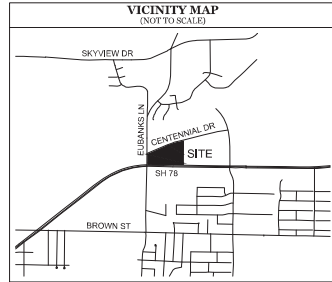
For conditional approval or disapproval City Council must provide a written statement of the reasons to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Gov't Code.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

Financial Summary/Strategic Goals

Planning Management

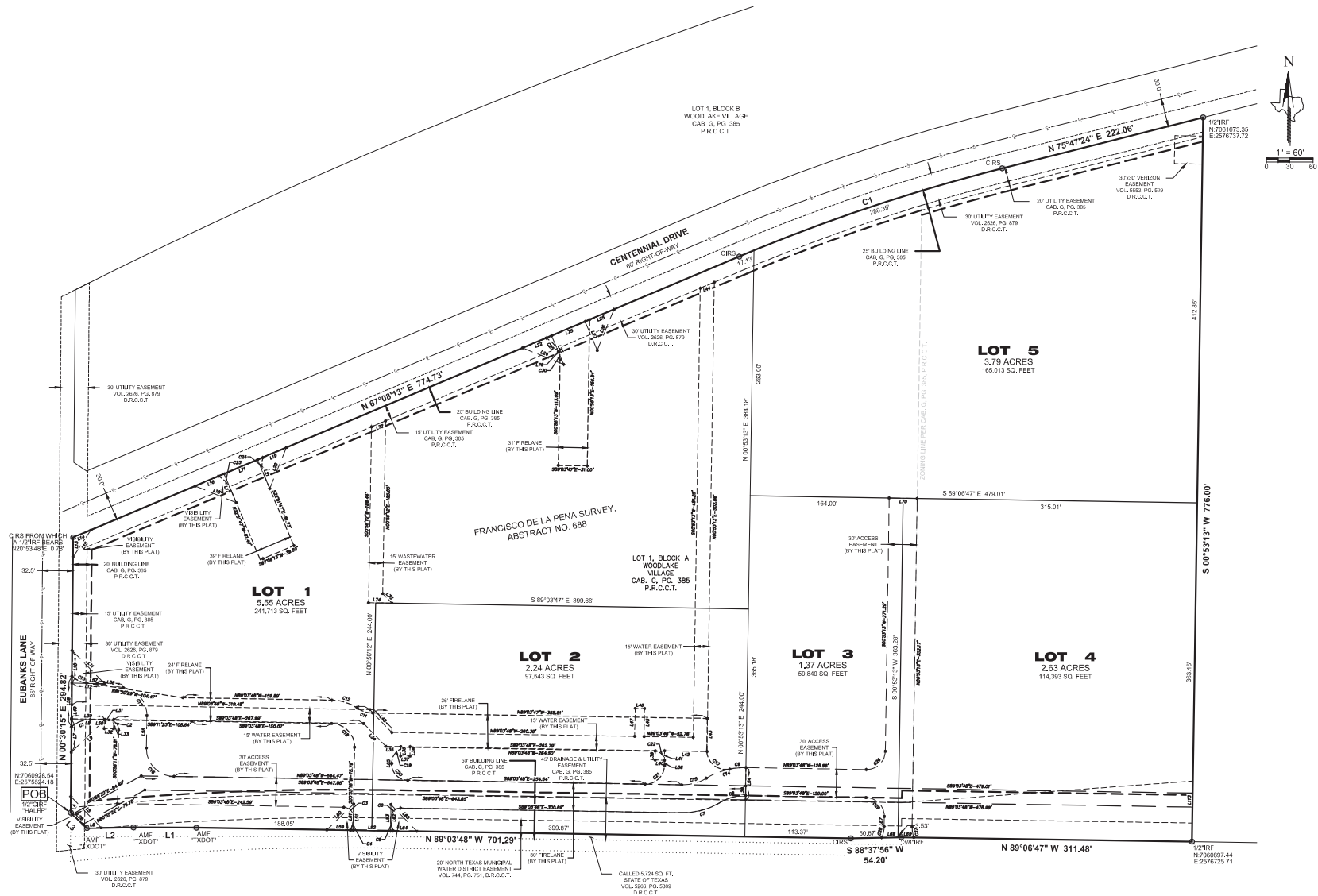


GENERAL NOTES

- 1.) The purpose of this plat is to create five lots from an existing lot of record and dedicate easements.
- 2.) This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated June 02, 2009 as shown on Map Number 48885C04201.
- 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AirTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- 4.) Selling a portion of this addition by metes and bounds is a violation of City Ordinances and State Law, and is subject to fines and/or withholding of utilities and building permits.
- 5.) The bearings shown on this plat are based on GPS observations utilizing the AirTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- 6.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

LEGEND

POB	= POINT OF BEGINNING
IPF	= IRON PIPE FOUND
IRF	= IRON ROD FOUND
CRF	= CAPPED IRON ROD FOUND
CRS	= CAPPED IRON ROD SET
DOC, NO.	= DOCUMENT NUMBER
D.R.C.C.T.	= COLLIN COUNTY, TEXAS
R.P.R.C.C.T.	= REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	= PLAT RECORDS, COLLIN COUNTY, TEXAS



REPLAT WOODLAKE VILLAGE LOTS 1-5, BLOCK A

BEING 15.58 ACRES
LOT 1, BLOCK A, WOODLAKE VILLAGE
CABINET G, PAGE 385, P.R.C.C.T.,
FRANCISCO DE LA PEÑA SURVEY, ABSTRACT NO. 688,
CITY OF WYLLIE, COLLIN COUNTY, TEXAS

Project	2105-088-02
Date	08/20/2021
Drafter	TAR



EAGLE SURVEYING, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009

ENGINEER
JOUR Engineers & Consultants, Inc.
2500 Texas Drive, Suite: 100
Irving, TX 75062
(972) 252-5357

OWNER
Baptist Foundation of Texas D/B/A
Highground Advisors
as trustees of the L.C.T. "Spentley" and
Merrie Beckham Trust # 6
1717 Main Street, Suite 1400
Dallas, TX 75201

CURVE TABLE					CH. BEAR.	CH. DIST.
CURVE #	ARC LEN.	RADIUS	DELTA			
C1	21.86'	30.51'	041°02'57"	N89°52'49"E	21.40'	
C2	16.49'	10.50'	080°00'00"	S44°03'48"E	14.85'	
C3	16.49'	10.50'	080°00'00"	S44°03'48"E	14.85'	
C4	13.67'	30.50'	025°40'38"	S13°46'31"W	13.55'	
C5	13.66'	30.50'	025°39'09"	N11°53'23"E	13.54'	
C6	16.49'	10.50'	080°00'00"	N45°56'11"E	14.85'	
C7	44.11'	79.50'	031°47'18"	N75°02'33"E	43.54'	
C8	28.02'	50.50'	031°47'16"	N75°02'32"E	27.66'	
C9	17.51'	80.33'	012°29'17"	S84°46'16"W	17.47'	
C10	36.68'	20.50'	102°30'36"	N50°19'05"W	31.98'	
C11	17.34'	30.00'	033°07'13"	N72°30'11"W	17.10'	
C12	28.90'	50.00'	033°07'14"	N72°30'11"W	28.50'	
C13	21.51'	30.50'	046°22'01"	N68°51'16"E	21.07'	
C14	44.64'	80.50'	031°46'08"	S75°01'58"W	44.07'	
C15	27.46'	49.50'	031°47'18"	S75°02'33"E	27.11'	

CURVE TABLE					CH. BEAR.	CH. DIST.
CURVE #	ARC LEN.	RADIUS	DELTA			
C16	47.12'	30.00'	080°00'00"	N44°03'48"W	42.43'	
C17	42.96'	30.00'	082°02'22"	N40°05'00"W	39.38'	
C18	39.26'	25.00'	089°59'05"	S44°04'16"E	35.35'	
C19	27.49'	17.50'	090°00'00"	S45°56'12"W	24.75'	
C20	27.49'	17.50'	090°00'00"	S44°03'48"E	24.75'	
C21	32.16'	20.50'	089°53'38"	N45°53'02"E	28.86'	
C22	16.49'	10.50'	090°00'01"	N44°03'48"W	14.85'	
C23	19.91'	30.50'	037°24'19"	N41°33'57"W	19.56'	
C24	19.58'	30.50'	036°47'21"	S04°28'07"E	19.25'	
C25	19.80'	30.50'	037°23'06"	S41°33'20"E	19.55'	
C26	31.43'	20.00'	090°02'59"	S45°54'42"W	28.30'	
C27	11.24'	30.00'	027°27'40"	N69°50'57"W	11.17'	
C28	12.29'	30.00'	023°58'50"	S12°33'58"W	12.21'	
C29	31.40'	20.00'	089°57'01"	S44°05'18"E	28.27'	
C30	8.52'	20.50'	023°48'00"	S10°57'47"E	8.45'	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°43'22"W	67.45'
L2	S89°03'47"W	49.89'
L3	N46°25'26"W	23.98'
L4	N00°30'15"E	17.35'
L5	S44°03'48"E	46.83'
L6	S89°03'47"W	15.35'
L7	N00°30'15"E	35.24'
L8	S89°03'48"E	35.13'
L9	S45°38'04"W	49.57'
L10	S00°30'15"W	34.94'
L11	N44°23'30"W	49.70'
L12	S89°03'48"E	35.08'
L13	N00°30'15"E	20.95'
L14	N67°08'13"E	20.75'
L15	S33°08'23"W	34.85'
L16	S67°08'13"W	33.51'
L17	N22°51'47"W	33.51'
L18	S67°51'47"E	43.58'
L19	N67°08'13"E	33.51'

LINE TABLE		
LINE #	BEARING	DISTANCE
L20	S22°08'13"W	47.38'
L21	N22°51'47"W	33.51'
L22	S67°08'13"W	33.51'
L23	N22°51'47"W	33.51'
L24	S67°51'47"E	47.38'
L25	N67°08'13"E	33.56'
L26	S22°08'13"W	47.47'
L27	N22°51'47"W	33.56'
L28	S46°25'26"E	15.71'
L29	N00°53'13"E	15.00'
L30	S89°03'48"E	35.16'
L31	S00°56'12"W	10.00'
L32	S89°03'48"E	10.00'
L33	N00°56'12"E	10.00'
L34	S44°03'48"E	33.94'
L35	S89°03'48"E	16.11'
L36	S00°56'12"W	10.00'
L37	S89°03'48"E	10.00'
L38	N00°56'12"E	10.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L39	S00°56'12"W	10.00'
L40	S89°03'48"E	10.00'
L41	N00°56'12"E	10.00'
L42	S89°03'48"E	45.51'
L43	N00°56'13"E	33.89'
L44	S67°08'13"W	16.39'
L45	N00°56'12"E	30.00'
L46	N89°03'47"W	10.00'
L47	S00°56'12"W	30.00'
L48	N44°03'48"W	33.94'
L49	S00°30'15"W	15.00'
L50	S89°11'23"E	20.13'
L51	S00°56'12"W	0.78'
L52	S89°03'48"E	46.02'
L53	N00°56'12"E	0.80'
L54	N00°53'13"E	30.00'
L55	N00°56'12"E	34.62'
L56	N67°08'13"W	28.41'
L57	N89°03'48"W	7.25'

LINE TABLE		
LINE #	BEARING	DISTANCE
L58	S00°30'15"W	53.97'
L59	S89°03'48"E	28.19'
L60	S45°56'12"W	39.87'
L61	N00°56'12"E	28.19'
L62	N00°56'13"E	28.20'
L63	S44°03'48"E	39.88'
L64	N89°03'48"W	28.20'
L65	S00°56'12"E	0.50'
L66	N00°56'13"E	4.50'
L67	S00°53'13"E	10.73'
L68	N88°37'56"E	21.03'
L69	S89°06'47"E	13.55'
L70	N89°06'47"W	30.00'
L71	N67°08'13"E	51.35'
L72	S67°08'13"W	16.39'
L73	N44°03'47"W	14.14'
L74	S89°03'48"E	25.00'
L75	S67°08'13"W	58.54'
L76	S22°51'47"E	0.73'

GENERAL NOTES	
1.)	The purpose of this plat is to create five lots from an existing block of record and dedicate easements.
2.)	This property is located in "Nonshaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated June 02, 2009 as shown on Map Number 48085C0420.
3.)	The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
4.)	Selling a portion of this addition by metes and bounds is a violation of City Ordinances and State Law, and is subject to fines and/or withholding of utilities and building permits.
5.)	The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
6.)	All interior property corners are marked with a 1/4-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.

Project	2105-088-02
Date	08/20/2021
Drafter	TAR



EAGLE SURVEYING, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(840) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(840) 222-3009

ENGINEER
JDJR Engineers & Consultants, Inc.
2500 Texas Drive, Suite: 100
Irving, TX 75062
(972) 252-5357

OWNER
Baptist Foundation of Texas D/B/A
Highground Advisors
as trustees of the C.T. "SPARKEY" and
Merrie Beckham Trust #6
1711 Main Street, Suite: 1400
Dallas, TX 75201

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, BAPTIST FOUNDATION OF TEXAS D/B/A HIGHGROUND ADVISORS, AS TRUSTEE OF THE C.T. "SPARKEY" AND MERRIE BECKHAM TRUST #6 is the owner of a 15.58 acre tract of land out of the FRANCISCO DE LA PENA SURVEY, ABSTRACT NUMBER 688, situated in the City of Wylie, Collin County, Texas, being a portion of Lot 1, Block A, Woodlake Village, a subdivision of record in Cabinet G, Page 385 of the Map Records Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod with yellow cap stamped "HALF" found at the North end of a cutback line at the intersection of the East right-of-way line of Eubanks Lane (a 65-foot right-of-way), and the North right-of-way line of State Highway No. 78 (right-of-way varies), being the Northwest corner of a called 5,724 square feet of land conveyed to the State of Texas by deed of record in Volume 5265, Page 5809 of the Deed Records of Collin County, Texas, also being in the West line of said Lot 1, Block A, Woodlake Village, for the most Westerly Southwest corner hereof;

THENCE, N00°30'15"E, along the East line of Eubanks Lane, being the common West line of said Lot 1, Block A, Woodlake Village, a distance of 294.82 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the East right-of-way line of Eubanks Lane and the South right-of-way line of Centennial Drive (a 60-foot right-of-way), being the Northwest corner of said Lot 1, Block A, Woodlake Village and hereof;

THENCE, departing the East right-of-way line of Eubanks Lane, along the South right-of-way line of Centennial Drive, being the common North line of said Lot 1, Block A, Woodlake Village, the following three (3) courses and distances:

- N87°08'13"E, a distance of 774.73 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the right;
- Along said tangent curve to the right, having a radius of 1970.00 feet, a chord bearing of N11°27'48"E, a chord length of 297.24 feet, a delta angle of 08°39'11", an arc length of 297.32 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the end of said curve;
- N78°47'24"E, a distance of 222.06 feet to a 1/2-inch iron rod found at the Northwest corner of said Lot 1, Block D, Woodlake Village Addition, a subdivision of record in Volume 2020, Page 384 of said records, being the Northeast corner of said Lot 1, Block A, Woodlake Village and hereof;

THENCE, S00°52'51"W, along the West line of said Lot 1, Block D, Woodlake Village Addition, being the common East line of said Lot 1, Block A, Woodlake Village, a distance of 776.20 feet to a 1/2-inch iron rod found in the North right-of-way line of State Highway No. 78 (right-of-way varies), being the Southwest corner of said Lot 1, Block D, Woodlake Village Addition, also being the Southeast corner of said Lot 1, Block A, Woodlake Village and hereof;

THENCE, N89°03'47"W, along the North right-of-way line of State Highway No. 78, being the common South line of said Lot 1, Block A, Woodlake Village, a distance of 311.48 feet to a 3/8-inch iron rod found at the Northeast corner of said 5,724 square foot tract of land conveyed to the State of Texas;

THENCE, continuing along the North right-of-way line of State Highway No. 78, being the North line of said 5,724 square foot tract, the following five (5) courses and distances:

- S88°37'56"W, a distance of 54.20 feet to a 1/2-inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N89°03'48"W, a distance of 701.29 feet to an aluminum Texas Department of Transportation monument found;
- N89°43'22"W, a distance of 67.45 feet to an aluminum Texas Department of Transportation monument found;
- S89°07'47"W, a distance of 49.89 feet to an aluminum Texas Department of Transportation monument found;
- N46°25'26"W, a distance of 23.98 feet to the **POINT OF BEGINNING**, and containing an area of 15.58 Acres, (676,512 Square Feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BAPTIST FOUNDATION OF TEXAS D/B/A HIGHGROUND ADVISORS, AS TRUSTEE OF THE C.T. "SPARKEY" AND MERRIE BECKHAM TRUST #6, acting herein by and through its (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as **WOODLAKE VILLAGE, LOTS 1-5, BLOCK A**, an addition to Collin County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, right-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to ancillary utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof. The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, cleaning, maintaining, raising 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 plying ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS, my hand, this _____ day of _____, 2021.

BY: BAPTIST FOUNDATION OF TEXAS D/B/A HIGHGROUND ADVISORS, AS TRUSTEE OF THE C.T. "SPARKEY" AND MERRIE BECKHAM TRUST #6

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

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

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, **MATTHEW RAABE**, 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 Ordinances of the City of Wylie.

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document

Matthew Raabe, R.P.L.S. #5602 _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

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

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL	
RECOMMENDED FOR APPROVAL	
Chapman, Planning and Zoning Commission City of Wylie, Texas	Date _____
APPROVED FOR CONSTRUCTION	
Mayor _____ City of Wylie, Texas	Date _____
ACCEPTED	
Mayor _____ City of Wylie, Texas	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 _____, 2019, 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 authorized.	
Witness my hand this _____ day of _____, 2021.	
City Secretary City of Wylie, Texas	

REPLAT
WOODLAKE VILLAGE
LOTS 1-5, BLOCK A

BEING 15.58 ACRES
LOT 1, BLOCK A, WOODLAKE VILLAGE
CABINET G, PAGE 385, P.R.C.C.T.,
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688,
CITY OF WYLIE, COLLIN COUNTY, TEXAS



Wylie City Council

AGENDA REPORT

Department: Parks and Recreation
 Prepared By: Robert Diaz

Account Code: _____

Subject

Consider, and act upon, approval of a Park Event Application for the Wylie P.O.L.I.C.E. Club to hold a softball tournament fundraiser event at Founders Park on November 6, 2021.

Recommendation

Motion to approve Item as presented.

Discussion

The proposed Wylie P.O.L.I.C.E. Club softball tournament fundraiser event will be held on Saturday, November 6, 2021 at Founders Park. The Wylie P.O.L.I.C.E. Club is sponsoring the event as a fundraiser for club activities. This event was first held a few years ago, but not in 2020 due to COVID-19 concerns. Parks and Recreation staff will coordinate with the group on event logistics and set up.

The Parks and Recreation Board approved the event application for the P.O.L.I.C.E. Club fundraiser event at Founders Park at their September 13, 2021 meeting.

Financial Summary/Strategic Goals

There is not a Financial Summary included in this report.

Strategic Goals: *Health, Safety and Well-Being; Community Focused Government; Culture.*



Parks & Recreation Department
 949 Hensley Lane, Building 200
 972-516-6340 | Parks@wylietexas.gov

Park Event Application

This application must be submitted a minimum of six weeks prior to your event date. Special events, meetings, and gatherings (other than typical parties or picnics) will require submission of a Park Event Application prior to reservation approval. Please call the Parks Administration at 972-516-6340 if you have any questions pertaining to the Park Event Application.

Applicant Information

Name of Organization *

Wylie P.O.L.I.C.E. Club

Website

https://www.wylietexas.gov/community2/youth_programs/police_club.php

Are you a non profit? *

☐ Yes ☒ No

Contact Information

Primary Contact Name *

Michael Stewart

Event Information

Event Name/Title *

Wylie P.O.L.I.C.E. Club Community Softball Tournament

Event Type *

Fundraiser

Purpose of event *

Fundraiser

Event Location *

Founders Park

851 Hensley Lane

Proposed Event Date *

11/06/2021

Alternative Event Date *

11/13/2021

Start Time*

07:00:00 AM

Include Setup

End Time*

10:00:00 PM

Include Cleanup

Anticipated number of Participating Vendors*

1

Anticipated Event Attendance*

500

Event Target Audience*

Wylie Community

Event Details*

This is the 4th annual Wylie P.O.L.I.C.E. Club softball tournament that is hosted by the P.O.L.I.C.E. Club. It is a 16-18 team single day tournament with teams being made of of various Wylie ISD school groups (students/staff) along with other teams made up of community members and organizations.

Event Announcement and/or Flyers**NOTE:**

If food is prepared on site or off-site and brought to the event location to be offered to the public, free or at cost, the vendor applicant must contact the Collin County Environmental Services Office in McKinney in order to inquire whether a Temporary/Short-Term Event Food Service/Health permit is required prior to the event. It is possible that a health inspector must examine food preparation and storage equipment to assure the health and safety of customers. Please contact the Environmental Services Specialist at 972-548-5528 or 972-548-5585. The Collin County website is www.collincountytx.gov.

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

Signature

Date*

08/20/2021



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2021.

Recommendation

Motion to accept the Item as presented.

Discussion

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

Financial Summary/Strategic Goals

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

August 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
GENERAL FUND REVENUE SUMMARY					
TAXES	32,899,113	818,464	32,815,970	99.75%	A
FRANCHISE FEES	2,840,000	191,037	2,318,883	81.65%	
LICENSES AND PERMITS	916,852	146,803	1,134,876	123.78%	B
INTERGOVERNMENTAL REV.	7,610,714	282,452	7,150,346	93.95%	C
SERVICE FEES	3,872,224	401,372	3,544,628	91.54%	D
FINES AND FORFEITURES	331,450	29,326	254,466	76.77%	E
INTEREST INCOME	25,000	1,510	16,472	65.89%	F
MISCELLANEOUS INCOME	203,647	11,544	187,217	91.93%	
OTHER FINANCING SOURCES	2,434,008	0	2,524,891	103.73%	G
REVENUES	51,133,008	1,882,508	49,947,749	97.68%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,015,111	NA	NA	NA	H
TOTAL REVENUES	52,148,119	1,882,508	49,947,749	95.78%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	95,507	3,016	50,444	52.82%	
CITY MANAGER	1,150,874	91,273	988,604	85.90%	
CITY SECRETARY	405,556	22,159	315,321	77.75%	
CITY ATTORNEY	170,000	16,939	90,367	53.16%	
FINANCE	1,243,141	131,189	1,112,089	89.46%	
FACILITIES	904,390	68,854	688,882	76.17%	
MUNICIPAL COURT	518,534	39,904	363,850	70.17%	
HUMAN RESOURCES	723,207	66,101	599,672	82.92%	
PURCHASING	207,019	15,700	164,356	79.39%	
INFORMATION TECHNOLOGY	2,071,905	78,177	1,549,286	74.78%	
EMERGENCY OPERATIONS	91,215	0	78,853	86.45%	I
POLICE	11,248,324	774,930	9,580,721	85.17%	
FIRE	9,775,027	771,329	8,111,659	82.98%	
EMERGENCY COMMUNICATIONS	2,019,270	110,713	1,581,234	78.31%	
ANIMAL CONTROL	580,540	34,638	392,579	67.62%	
PLANNING	324,384	24,472	265,736	81.92%	
BUILDING INSPECTION	586,632	47,619	514,143	87.64%	
CODE ENFORCEMENT	258,180	18,093	196,044	75.93%	
STREETS	4,483,147	362,973	2,471,284	55.12%	
PARKS	2,602,025	216,832	2,067,692	79.46%	
LIBRARY	2,067,736	163,931	1,716,228	83.00%	
COMBINED SERVICES	5,331,085	414,201	3,617,427	67.86%	
TOTAL EXPENDITURES	46,857,698	3,473,043	36,516,471	77.93%	
REVENUES OVER/(UNDER) EXPENDITURES	5,290,421	-1,590,535	13,431,278	17.85%	
A. Property Tax Collections for FY20-21 as of July 31, 2021 are 100%, in comparison to FY19-20 for the same time period of 99.75%. Sales tax is on a 2 month lag and nine months of revenue has been recorded. August 2021 was up 20% compared to August 2020.					
B. Licenses and Permits are up 22% from August YTD 2020. New Dwelling permit revenue is up 70% compared to August YTD 2020 mostly due to the new fee structure that was approved.					
C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly. Includes funds for CARES funding that were transferred to General Fund and \$3 million from American Rescue Plan Act.					
D. Service Fees: Trash fees billed in October are applicable towards FY 2019-20 revenue with the remaining fees coming from other seasonal fees.					
E. Fines and Forfeitures are up 25% from August YTD 2020 which is a continued correction to the decreasing trend in fines. Code fines make up half of the increase.					
F. The Interest rate has declined from .20% in July 2020 when budget was prepared to .0160% for August 2021.					
G. Yearly transfer from Utility Fund. Also, includes insurance recoveries from the ice storm for \$15,443 and auction proceeds of \$93,287.					
H. Largest Carry Forward items: Department Software Solutions \$225,450, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$300,000					
I. Winter Storm expenses - moved \$12,362 to 4B Sales Tax Fund to match expense with insurance recoveries recorded.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

August 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 91.67%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	23,921,619	2,309,296	19,134,667	79.99%	J
INTEREST INCOME	18,000	806	7,914	43.97%	
MISCELLANEOUS INCOME	33,000	6,396	158,059	478.97%	K
OTHER FINANCING SOURCES	3,718	0	3,718	0.00%	L
REVENUES	23,976,337	2,316,498	19,304,358	80.51%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	1,040,244	NA	NA	NA	M
TOTAL REVENUES	25,016,581	NA	19,304,358	77.17%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	1,362,604	56,317	765,323	56.17%	
UTILITIES - WATER	4,643,731	112,530	1,487,144	32.02%	N
UTILITIES - SEWER	1,397,505	81,947	992,955	71.05%	
UTILITY BILLING	1,181,354	113,594	837,532	70.90%	
COMBINED SERVICES	15,782,415	1,102,956	14,735,700	93.37%	O
TOTAL EXPENDITURES	24,367,609	1,467,344	18,818,654	77.23%	
REVENUES OVER/(UNDER) EXPENDITURES	648,972	849,154	485,704	-0.06%	
J. Most Utility Fund Revenue billed in October was applicable to FY 2019-20. Water revenue is at 75% for 10 months compared to 2020's 82%. FY2020 water revenue was at 108% at year end. Sewer revenue is tracking at 84% for 10 months.					
K. NTMWD settlement of \$68,400 and \$22K for the scrap water meters plus \$45K for gain on sales of vehicles and land.					
L. Insurance recovery from stolen brass fittings.					
M. Largest Carry Forward items: Energov Software \$150,300, Pump Station Backup Generators \$601,370, WW Treatment Plant Decommissioning Design \$100,000					
N. Pump Station Generators and FM2514 Waterline Relocation will be carried forward to FY 2022 budget.					
O. Annual transfer to the General Fund of \$2.4 million. Other expenses are payments to NTMWD for water minimum and sewer treatment.					



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Beard

Account Code: _____

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2021.

Recommendation

Motion to accept the Item as presented.

Discussion

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

Financial Summary/Strategic Goals

City Of Wylie

2020-2021 Investment Report August 31, 2021

Money Market Accounts:
Certificates of Deposit:
Treasury Bills:
Treasury Notes:
Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$15,400,706.89	MMA	0.0222%	Texpool	12/31/2006	NA
2	\$15,948,119.13	MMA	0.0100%	TexStar	3/15/2011	NA
	\$31,348,826.02					

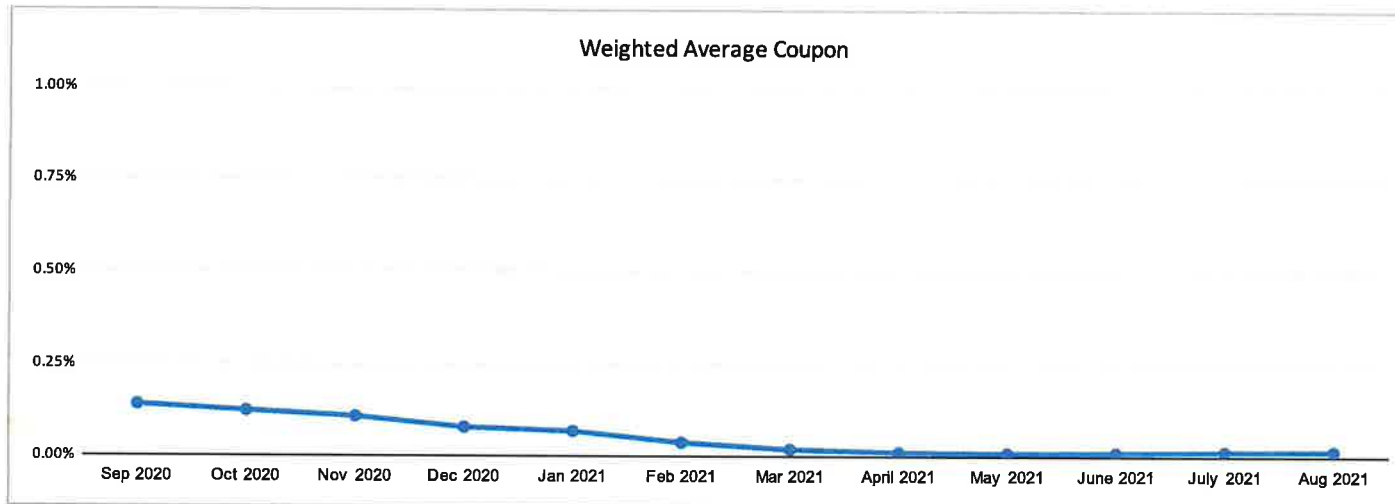
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

0.0160%
1.00

Money Markets:
Certificates of Deposits:

\$31,348,826.02
\$0.00
\$31,348,826.02



Melina Brack 9-21-21
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2021.

Recommendation

Motion to approve Item as presented.

Discussion

Financial Summary/Strategic Goals

August Rev/Exp Report

Account Summary

For Fiscal: 2020-2021 Period Ending: 08/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
111-4000-40210	SALES TAX	2,968,437.00	2,968,437.00	390,790.76	2,829,594.13	-138,842.87	4.68 %
111-4000-46110	ALLOCATED INTEREST EARNINGS	6,000.00	6,000.00	115.29	1,017.65	-4,982.35	83.04 %
111-4000-48110	RENTAL INCOME	153,240.00	153,240.00	18,170.00	124,085.00	-29,155.00	19.03 %
111-4000-48410	MISCELLANEOUS INCOME	0.00	0.00	1,435.00	1,435.00	1,435.00	0.00 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	164,500.00	164,500.00	0.00	-31,208.00	-195,708.00	118.97 %
111-4000-49600	INSURANCE RECOVERIES	0.00	54,545.27	0.00	40,614.11	-13,931.16	25.54 %
	Revenue Total:	3,292,177.00	3,346,722.27	410,511.05	2,965,537.89	-381,184.38	11.39%
Expense							
111-5611-51110	SALARIES	240,920.00	240,920.00	19,248.51	218,112.56	22,807.44	9.47 %
111-5611-51130	OVERTIME	0.00	0.00	94.50	1,810.38	-1,810.38	0.00 %
111-5611-51140	LONGEVITY PAY	784.00	784.00	0.00	588.00	196.00	25.00 %
111-5611-51310	TMRS	37,464.00	37,464.00	2,909.10	33,602.14	3,861.86	10.31 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	36,369.00	36,369.00	5,222.84	33,321.52	3,047.48	8.38 %
111-5611-51420	LONG-TERM DISABILITY	1,373.00	1,373.00	80.40	951.00	422.00	30.74 %
111-5611-51440	FICA	14,986.00	14,986.00	1,074.64	12,725.46	2,260.54	15.08 %
111-5611-51450	MEDICARE	3,505.00	3,505.00	251.32	2,976.13	528.87	15.09 %
111-5611-51470	WORKERS COMP PREMIUM	305.00	305.00	0.00	246.78	58.22	19.09 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	810.00	810.00	0.00	756.00	54.00	6.67 %
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	270.35	4,808.61	191.39	3.83 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	0.00	30.55	269.45	89.82 %
111-5611-52810	FOOD SUPPLIES	6,100.00	6,100.00	222.39	1,096.27	5,003.73	82.03 %
111-5611-54610	FURNITURE & FIXTURES	0.00	0.00	23,638.00	23,638.00	-23,638.00	0.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	5,500.00	5,500.00	0.00	5,530.15	-30.15	-0.55 %
111-5611-54910	BUILDINGS	0.00	54,545.27	0.00	0.00	54,545.27	100.00 %
111-5611-56030	INCENTIVES	1,130,310.00	1,130,310.00	60,000.00	673,109.77	457,200.23	40.45 %
111-5611-56040	SPECIAL SERVICES	90,145.00	112,678.00	3,720.74	81,371.35	31,306.65	27.78 %
111-5611-56080	ADVERTISING	114,100.00	114,100.00	1,324.27	36,915.83	77,184.17	67.65 %
111-5611-56090	COMMUNITY DEVELOPMENT	44,550.00	44,550.00	138.27	14,922.69	29,627.31	66.50 %
111-5611-56110	COMMUNICATIONS	5,936.00	5,936.00	353.93	3,266.30	2,669.70	44.97 %
111-5611-56180	RENTAL	27,000.00	27,000.00	2,250.00	24,916.50	2,083.50	7.72 %
111-5611-56210	TRAVEL & TRAINING	62,600.00	62,600.00	1,451.19	12,025.72	50,574.28	80.79 %
111-5611-56250	DUES & SUBSCRIPTIONS	30,018.00	30,018.00	3,588.24	28,716.55	1,301.45	4.34 %
111-5611-56310	INSURANCE	2,803.00	4,770.00	0.00	4,769.50	0.50	0.01 %
111-5611-56510	AUDIT & LEGAL SERVICES	33,000.00	33,000.00	552.00	11,625.00	21,375.00	64.77 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	87,500.00	87,500.00	28.75	43,383.39	44,116.61	50.42 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	190.56	1,722.66	677.34	28.22 %
111-5611-57410	PRINCIPAL PAYMENT	199,863.00	342,015.00	20,355.96	317,560.45	24,454.55	7.15 %
111-5611-57415	INTEREST EXPENSE	342,015.00	199,863.00	17,110.04	189,100.97	10,762.03	5.38 %
111-5611-58110	LAND-PURCHASE PRICE	0.00	408,540.00	0.00	407,332.20	1,207.80	0.30 %
111-5611-58210	STREETS & ALLEYS	1,005,000.00	1,558,680.00	0.00	189,180.00	1,369,500.00	87.86 %
111-5611-58830	FURNITURE & FIXTURES	2,500.00	2,500.00	0.00	797.00	1,703.00	68.12 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-407,332.20	407,332.20	0.00 %
	Expense Total:	3,533,156.00	4,574,421.27	164,076.00	1,973,577.23	2,600,844.04	56.86%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%
Report Surplus (Deficit):		-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2021

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue	3,292,177.00	3,346,722.27	410,511.05	2,965,537.89	-381,184.38	11.39%
Expense	3,533,156.00	4,574,421.27	164,076.00	1,973,577.23	2,600,844.04	56.86%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%
Report Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66	180.80%

Budget Report

For Fiscal: 2020-2021 Period Ending: 08/31/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL COR	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66
Report Surplus (Deficit):	-240,979.00	-1,227,699.00	246,435.05	991,960.66	2,219,659.66

Wylie Economic Development Corporation
Statement of Net Position
As of August 31, 2021

Assets

Cash and cash equivalents	\$ 2,880,922.81	
Receivables	\$ 60,000.00	Note 1
Inventories	\$ 12,435,269.70	
Prepaid Items	\$ -	
Total Assets	\$ 15,376,192.51	

Deferred Outflows of Resources

Pensions	\$ 95,608.55	
Total deferred outflows of resources	\$ 95,608.55	

Liabilities

Accounts Payable and other current liabilities	\$ 44,656.51	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 77,886.83	Note 3
Due in more than one year	\$ 5,090,479.60	
Total Liabilities	\$ 5,214,222.94	

Deferred Inflows of Resources

Pensions	\$ (47,711.41)	
Total deferred inflows of resources	\$ (47,711.41)	

Net Position

Net investment in capital assets	\$ -	
Unrestricted	\$ 10,305,289.53	
Total Net Position	\$ 10,305,289.53	

Note 1: Includes incentives in the form of forgivable loans for \$60,000 (LUV-ROS)

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$20,727

August Balance Sheet

Account Summary

As Of 08/31/2021

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	2,868,922.81
111-1000-10111	CASH - ECON DEVELOPMENT	0.00
111-1000-10115	CASH - WEDC - INWOOD	0.00
111-1000-10130	CASH - ECO DEV PAYROLL	0.00
111-1000-10135	ESCROW	10,000.00
111-1000-10150	CASH - RESTRICTED	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10312	GOVERNMENT NOTES	0.00
111-1000-10321	CERTIFICATES OF DEPOSIT	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12925	LOAN REC - CARLISLE	0.00
111-1000-12930	LOAN REC - DC ASSOCIATES	0.00
111-1000-12940	LOAN REC - HOFFMAN BLAST	0.00
111-1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
111-1000-12975	LOAN REC - MULTI MACHINING	0.00
111-1000-12980	LOAN REC - MOULDING	0.00
111-1000-12985	LOAN REC - ALTHUSER	0.00
111-1000-12995	LOAN REC - YELROW	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12997	ACCTS REC - JTM TECH	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	60,000.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	12,435,269.70
111-1000-14117	INVENTORY - 404 S HWY 78	0.00
111-1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	438,367.00
Total Assets:		15,814,559.51
		15,814,559.51
Liability		
111-1000-20132	EMP CARE FLITE	0.00
111-2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
111-2000-20111	MEDICARE PAYABLE	0.00
111-2000-20112	CHILD SUPPORT PAYABLE	0.00
111-2000-20113	CREDIT UNION PAYABLE	0.00
111-2000-20114	IRS LEVY PAYABLE	0.00
111-2000-20115	NATIONWIDE DEFERRED COMP	0.00
111-2000-20116	HEALTH INSUR PAY-EMPLOYEE	1,790.88
111-2000-20117	TMRS PAYABLE	2,102.96
111-2000-20118	ROTH IRA PAYABLE	0.00
111-2000-20119	WORKERS COMP PAYABLE	0.00
111-2000-20120	FICA PAYABLE	0.00
111-2000-20121	TEC PAYABLE	0.00
111-2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
111-2000-20123	ALIMONY PAYABLE	0.00
111-2000-20124	BANKRUPTCY PAYABLE	0.00
111-2000-20125	VALIC DEFERRED COMP	0.00

Balance Sheet

As Of 08/31/2021

Account	Name	Balance
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	8,437.30
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	12.00
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	48.00
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	32,265.37
111-2000-20530	PROPERTY TAXES PAYABLE	0.00
111-2000-20540	NOTES PAYABLE	438,367.00
111-2000-20810	DUE TO GENERAL FUND	0.00
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
	Total Liability:	484,223.51
Equity		
111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34
	Total Beginning Equity:	14,338,375.34
Total Revenue		2,965,537.89
Total Expense		1,973,577.23
Revenues Over/Under Expenses		991,960.66
	Total Equity and Current Surplus (Deficit):	15,330,336.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>15,814,559.51</u>

Balance Sheet

As Of 08/31/2021

Account	Name	Balance
Fund: 922 - GEN LONG TERM DEBT (WEDC)		
Assets		
922-1000-10312	GOVERNMENT NOTES	0.00
922-1000-18110	LOAN - WEDC	0.00
922-1000-18120	LOAN - BIRMINGHAM	0.00
922-1000-18210	AMOUNT TO BE PROVIDED	0.00
922-1000-18220	BIRMINGHAM LOAN	0.00
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,997.29
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,800.00
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	55,810.78
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-46,839.41
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-872.00
Total Assets:		47,897.14
		47,897.14
Liability		
922-2000-20126	ICMA PAYABLE	0.00
922-2000-20310	COMPENSATED ABSENCES PAYABLE	0.00
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	20,727.84
922-2000-21410	ACCRUED INTEREST PAYABLE	8,803.17
922-2000-28205	WEDC LOANS/CURRENT	48,355.82
922-2000-28210	WEDC LOANS	0.00
922-2000-28220	BIRMINGHAM LOAN	0.00
922-2000-28230	INWOOD LOAN	0.00
922-2000-28232	ANB LOAN/EDGE	0.00
922-2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
922-2000-28234	ANB LOAN/RANDACK HUGHES	0.00
922-2000-28235	ANB LOAN	0.00
922-2000-28236	ANB CONSTRUCTION LOAN	0.00
922-2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
922-2000-28238	ANB LOAN/BUCHANAN	0.00
922-2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
922-2000-28240	HUGHES LOAN	0.00
922-2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	4,067,890.31
922-2000-28245	ANB LOAN/DALLAS WHIRLPOOL	640,776.23
922-2000-28247	JARRARD LOAN	174,168.89
922-2000-28250	CITY OF WYLIE LOAN	0.00
922-2000-28260	PRIME KUTS LOAN	0.00
922-2000-28270	BOWLAND/ANDERSON LOAN	0.00
922-2000-28280	CAPITAL ONE CAZAD LOAN	0.00
922-2000-28290	HOBART/COMMERCE LOAN	0.00
922-2000-29150	NET PENSION LIABILITY	199,184.17
922-2000-29151	SDBF LIABILITY	8,460.00
Total Liability:		5,168,366.43
Equity		
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-5,317,765.74
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00
Total Beginning Equity:		-5,438,029.74
Total Revenue		0.00
Total Expense		-317,560.45
Revenues Over/Under Expenses		317,560.45
Total Equity and Current Surplus (Deficit):		-5,120,469.29
Total Liabilities, Equity and Current Surplus (Deficit):		47,897.14

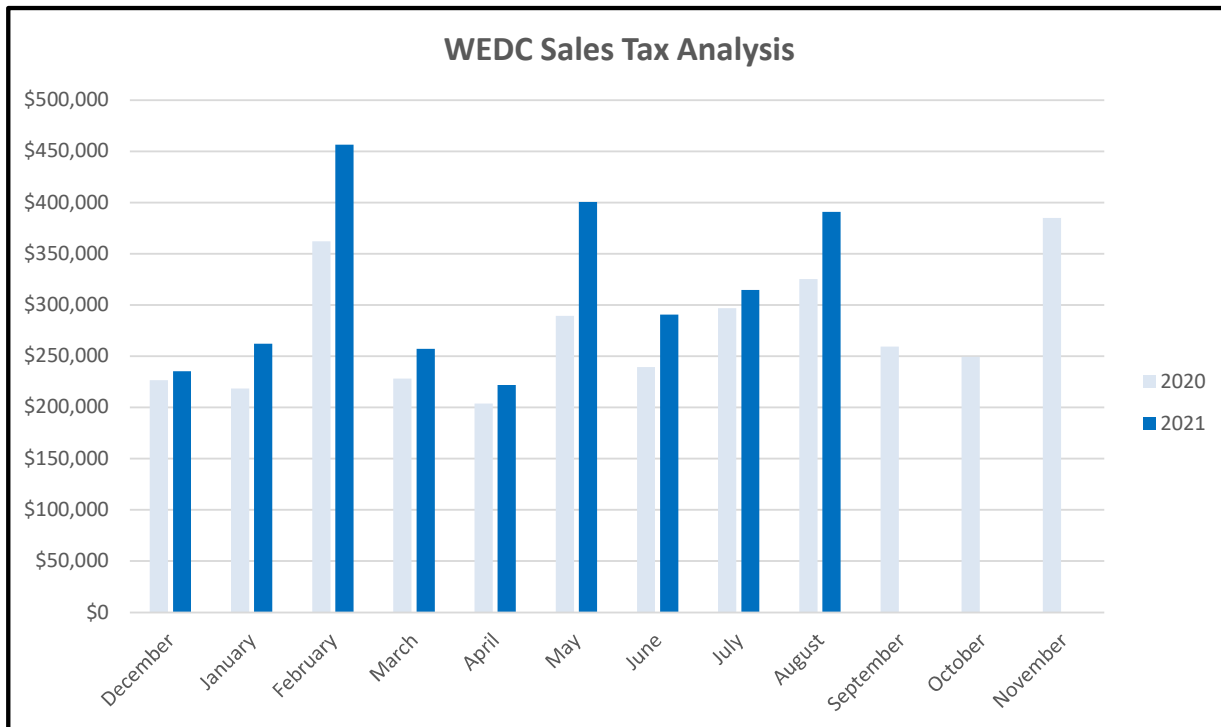
Wylie Economic Development Corporation

SALES TAX REPORT

August 31, 2021

BUDGETED YEAR

MONTH	FY 2018	FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21
DECEMBER	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 94,442.17	26.08%
MARCH	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 29,096.57	12.76%
APRIL	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57	\$ 221,881.55	\$ 17,985.98	8.82%
MAY	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35	\$ 400,371.70	\$ 111,147.35	38.43%
JUNE	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35	\$ 290,586.92	\$ 51,246.57	21.41%
JULY	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00	\$ 314,559.10	\$ 17,605.10	5.93%
AUGUST	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34	\$ 390,790.76	\$ 65,686.42	20.20%
SEPTEMBER	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89			
OCTOBER	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02			
NOVEMBER	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89			
Sub-Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 2,829,594.13	\$ 439,670.84	17.50%
Total	\$ 2,562,759.35	\$ 2,920,137.37	\$ 3,283,492.09	\$ 2,829,594.13	\$ 439,670.84	17.50%



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: August SlsTx Revenue is actually June SlsTx and is therefore the 9th allocation in FY21.



Wylie City Council

AGENDA REPORT

Department: Human Resources

Account Code: 100-5155-54810

Prepared By: Glenna Hayes

Subject

Consider, and act upon, the approval of the purchase of NeoGov Human Resources Software from SHI Government Solutions in the estimated annual amount of \$57,149.00 through a cooperative contract with Omnia Partners, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve Item as presented.

Discussion

The City currently utilizes NeoGov software modules throughout an employee's lifecycle. The modules streamline the hiring process, automate on-boarding and off boarding processes (HR, payroll, vehicle and fuel access, etc.), track employee accomplishments and performance evaluations, and assist with ongoing education requirements. The City utilizes:

- Recruiting – online job postings, screening, hiring and on-boarding
- Development – employee management and performance information
- Learn – employee training and tracking program; customizable course libraries, interfaces with Google calendar

Staff recommends the continuation of NeoGov software as providing the best overall value for the City. The expense is comprised of \$55,648.92 for the software modules and approximately \$1,500 for job posting/advertising. This purchase is made through the use of a cooperative contract with Omnia Partners and an authorized reseller (SHI Government Solutions) for NeoGov. This award will establish an annual contract with renewals under the terms of the Omnia Partners cooperative agreement #2018-011-02. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

Wylie Agreement #W2022-5-I/ Omnia Partners #2018-011-02

Financial Summary/Strategic Goals

This item supports the City's Workforce goal of providing an environment that supports engaged, high-performing employees.



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2021-28(R) authorizing and directing the City Manager of the city of Wylie, Texas, to implement practices necessary to broadcast online and preserve all meetings of the Planning and Zoning Commission in the same manner as meetings of the City Council, and to take any and all other actions necessary to effectuate the same.

Recommendation

Motion to approve Item as presented.

Discussion

The City Council has requested the desire to have all meetings of the Planning and Zoning Commission broadcast online and preserved in the same manner as City Council meetings for the purposes of encouraging accessibility and transparency for the residents of the City of Wylie.

With the passage of this Resolution, the City Manager is authorized and directed to implement practices and to take all other action necessary to broadcast online and preserve all meetings of the Planning and Zoning Commission in the same manner as meetings of the City Council.

Financial Summary/Strategic Goals

Community Focused Government

RESOLUTION NO. 2021-28(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO IMPLEMENT PRACTICES NECESSARY TO BROADCAST ONLINE AND PRESERVE ALL MEETINGS OF THE PLANNING AND ZONING COMMISSION IN THE SAME MANNER AS MEETINGS OF THE CITY COUNCIL, AND TO TAKE ANY AND ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") desires to have all meetings of the Planning and Zoning Commission broadcast online and preserved in the same manner as City Council meetings for the purposes of encouraging accessibility and transparency for the residents of the City of Wylie, Texas ("City"); and

WHEREAS, the City Council finds that adopting this resolution is in the best interest of the citizens of the City.

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

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

SECTION 2. The Wylie City Manager is authorized and directed to implement practices and to take all other action necessary to broadcast online and preserve all meetings of the Planning and Zoning Commission in the same manner as meetings of the City Council.

SECTION 3. This resolution shall be effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 28th day of September 2021.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2021-29(R) casting a nomination for a candidate for the Board of Directors of the Dallas Central Appraisal District.

Recommendation

Motion to approve Resolution No. 2021-29(R) casting a nomination for _____ as a candidate for the Board of Directors of the Dallas Central Appraisal District.

Discussion

Per Texas Property Tax Code Sec. 6.03(a): The Appraisal District is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. . . To be eligible to serve on the board of directors, an individual . . . must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.

Per Texas Property Tax Code Sec. 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. The City of Wylie's unit number of votes is one.

Per Texas Property Tax Code Sec. 6.03(g): Each taxing unit . . . that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Per Texas Property Tax Code Sec. 6.03(j): Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

There is not a list of candidates for this portion of the Board of Directors election; therefore, Council can nominate who they think would be best.

Financial Summary/Strategic Goals

NA

RESOLUTION NO. 2021-29(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, DALLAS COUNTY, TEXAS, CASTING A NOMINATION FOR A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(G) OF THE TEXAS PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, The Chief Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

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

SECTION 1. The City Council of the City of Wylie, Texas does hereby nominate _____ as a candidate for the Board of Directors of the Dallas Central Appraisal District.

SECTION 2. The City Secretary is hereby directed to submit the official nomination, written Resolution, and notify all appropriate parties of this action.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 28th day of September 2021.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2021-30(R) casting a nomination for a candidate for the Board of Directors of the Rockwall Central Appraisal District.

Recommendation

Motion to approve Resolution No. 2021-30(R) casting a nomination for _____ as a candidate for the Board of Directors of the Rockwall Central Appraisal District.

Discussion

Per Texas Property Tax Code Sec. 6.03(a): The Appraisal District is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. . . To be eligible to serve on the board of directors, an individual . . . must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.

Per Texas Property Tax Code Sec. 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. The City of Wylie's unit number of votes is 10.

Per Texas Property Tax Code Sec. 6.03(g): Each taxing unit . . . that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Per Texas Property Tax Code Sec. 6.03(j): Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

There is not a list of candidates for this portion of the Board of Directors election; therefore, Council can nominate who they think would be best.

Financial Summary/Strategic Goals

NA

RESOLUTION NO. 2021-30(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, ROCKWALL COUNTY, TEXAS, CASTING A NOMINATION FOR A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE ROCKWALL CENTRAL APPRAISAL DISTRICT IN ACCORDANCE WITH SECTION 6.03(G) OF THE TEXAS PROPERTY TAX CODE, AND DIRECTING THAT THE CITY SECRETARY NOTIFY INTERESTED PARTIES OF SAID ACTION.

WHEREAS, The Chief Appraiser of the Rockwall Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Rockwall Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, in accordance with Section 6.03(g) of the Texas Property Tax Code, the City of Wylie may nominate a candidate for the Board of Directors of the Central Appraisal District; and

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

SECTION 1. The City Council of the City of Wylie, Texas does hereby nominate _____ as a candidate for the Board of Directors of the Rockwall Central Appraisal District.

SECTION 2. The City Secretary is hereby directed to submit the official nomination, written Resolution, and notify all appropriate parties of this action.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this 28th day of September 2021.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Rockwall

Central Appraisal District

September 7, 2021

CITY OF WYLIE
MAYOR MATTHEW PORTER
300 COUNTRY CLUB ROAD, BLDG 100
WYLIE, TX 75098

Texas Property Tax Code Sec. 6.03(a): The Appraisal District is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section . . . To be eligible to serve on the board of directors, an individual . . . must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office.

Texas Property Tax Code Sec. 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled.

Texas Property Tax Code Sec. 6.03(g): Each taxing unit . . . that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

Texas Property Tax Code Sec. 6.03(j): Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Attached is a list reflecting each taxing unit's number of votes.

Current Appointed Members are:

Russell Summers
Mark Moeller
John Hohenshelt
Lorne Liechty
Vicki Wallace

2022 – 2023 Rockwall Central Appraisal District Board of Directors Election

Entity	Number of Votes
City of Dallas	0
City of Fate	80
City of Garland	0
City of Heath	145
City of McLendon-Chisholm	15
City of Rockwall	455
City of Rowlett	110
City of Royse City	90
City of Wylie	10
Rockwall ISD	2755
Royse City ISD	520
Rockwall County	815



Wylie City Council

AGENDA REPORT

Department: WEDC
 Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2021-31(R) approving a Resolution of the Wylie Economic Development Corporation to obtain a loan in the principal amount of \$8,108,000.

Recommendation

Motion to approve Item as presented.

Discussion

WEDC began the process of evaluating various options to refinance current debt and borrow additional funds for the acquisition of key properties back in June 2021. After reviewing proposals, the WEDC Board approved WEDC Resolution 2021-01(R) on August 18, 2021 to engage the services of Government Capital Corporation for credit review, securing the compliance package, and beginning the generation of loan documents.

WEDC Resolution 2021-02(R) was approved by the WEDC Board on September 15, 2021. This resolution authorizes the borrowing of funds to refinance current debt and acquire additional key properties. Resolution 2021-31(R) of the City Council ratifies this WEDC action.

Loan Terms: 240 months at 3.48% interest rate with a 5-year call restriction. The target funding date is October 5, 2021.

Financial Summary/Strategic Goals

Reduced debt service, lower interest rate, acquisition of key properties, infrastructure improvements and the redevelopment of the 544 Gateway Property, and Brown & 78 Property.

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF WYLIE §

I, the undersigned, City Secretary of the City of Wylie, Texas DO HEREBY CERTIFY as follows:

1. On September 28, 2021, a regular meeting of the City Council of the City of Wylie, Texas, was held at a meeting place within the City; the duly constituted members of the Council being as follows:

Matthew Porter	Mayor
David R. Duke	Councilman
Dave Strang	Councilman
Jeff Forrester	Mayor pro tem
Scott Williams	Councilman
Timothy T. Wallis D.V.M.	Councilman
Garrett Mize	Councilman

and all of said persons were present at said meeting, except the following: _____. Among other business considered at said meeting, the attached resolution entitled:

RESOLUTION NO. 2021-31(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the City Council shown present above voted “*Aye*”, except as noted below.

NOES:

ABSTAIN:

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid

CITY RESOLUTION (SERIES 2020A)

meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

Stephanie Storm, City Secretary

RESOLUTION NO. 2021-31(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS (“CITY”), APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN IN THE AMOUNT OF \$8,108,000.00; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

WHEREAS, The Wylie Economic Development Corporation (the “Corporation”) has been duly created and organized pursuant to the provisions of Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) by the City of Wylie, Texas (the “City”); and

WHEREAS, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any “project” defined as such by the Act; and

WHEREAS, the Board of Directors of the Corporation has found and determined that (a) purchasing real property located at 802 W. Kirby Street, Wylie, Texas 75098 (the “Property”) to be used to promote economic development in the City is authorized under the Act and loan proceeds may be used for such financing pursuant to that certain Loan Agreement, dated as of October 5, 2021, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) in the original principal amount of \$8,108,000.00 (the “Loan”) between the Corporation and Government Capital Corporation (the “Lender”); and

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of October 5, 2021, (as amended, restated, supplemented and/or otherwise modified, the “Sales Tax Remittance Agreement”) with the City; pursuant to, which among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan;

WHEREAS, the Act requires the City Council of the City approve the resolution of the Corporation providing for the execution and delivery of the Loan Agreement.

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

Section 1. The Resolution approving the Loan Agreement and authorizing the issuance of the Series 2021 Note (as defined in the Loan Agreement) authorized by the Corporation (the “Corporation Resolution”) on September 15, 2021, and submitted to the City Council this day, is hereby approved in all respects. The Series 2021 Note is being issued to finance the cost of the Property and to pay the Costs of Issuance (as defined in the Loan Agreement).

Section 2. The approvals herein given are in accordance with the Act, and the Series 2021 Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the “State”), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the

State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 3. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Series 2021 Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 4. The Sales Tax Remittance Agreement attached hereto as Exhibit A is incorporated by reference as a part of this Resolution for all purposes, with respect to the obligations of the City and Corporation during the time the Series 2021 Note is outstanding, is hereby reapproved as to form and substance. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this 28th day of September, 2021.

CITY OF WYLIE, TEXAS

By: _____
Matthew Porter, Mayor

ATTEST:

By: _____
Stephanie Storm, City Secretary

EXHIBIT A
Sales Tax Remittance Agreement

SALES TAX REMITTANCE AGREEMENT SERIES 2021 NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”) is made to be effective as of October 5, 2021, by and between the **CITY OF WYLIE, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the “City”) and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Corporation”).

R E C I T A L S

WHEREAS, the Corporation on behalf of the City is to refinance prior outstanding debt (the “Prior Obligations”) and finance the costs to purchase and make infrastructure improvements to certain real property in the City located at 802 W. Kirby Street, Wylie, Texas 75098 (the “Property”); and

WHEREAS, such financing contemplates the issuance of the Corporation’s promissory note in a principal amount of \$8,108,000.00 (the “Series 2021 Note”), and the proceeds are to be used by the Corporation to purchase the Property, refund the prior obligations and pay the costs of issuance of the Series 2021 Note.

A G R E E M E N T

1. **Financing**: For and in consideration of the City’s covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), with Government Capital Corporation (the “Lender”), and to execute the Series 2021 Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to pay the costs of purchasing the Property, refinancing the Prior Obligations and to pay all costs related thereto.

2. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the “Sales Tax” received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. **Modifications**. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. **Entire Agreement.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. **Applicable Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

Demond Dawkins, President

ATTEST:

Gino Mulliqi, Secretary

CITY OF WYLIE, TEXAS

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

GENERAL CERTIFICATE OF CITY
SERIES 2021 NOTE

We, the undersigned duly authorized officers of the CITY OF WYLIE, TEXAS ("City") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of September 28, 2021, (as same may be amended, restated, supplemented and/or otherwise modified, the "Loan Agreement") by and between the WYLIE ECONOMIC DEVELOPMENT CORPORATION ("Corporation") and GOVERNMENT CAPITAL CORPORATION ("Lender") authorizing a loan in the principal amount of \$8,108,000.00, as follows:

1. All capitalized terms used herein shall have the meaning set forth for such term in the Loan Agreement unless the context clearly indicates otherwise.
2. The City is a duly incorporated home rule city, operating and existing under the Constitution and the laws of the State of Texas.
3. The City has duly authorized the creation of the Corporation under the Act.
4. Attached hereto as Exhibit "A" are true, correct, and full copies of the proceedings pertaining to the levy of the Economic Development Sales and Use Tax and the election at which the Economic Development Sales and Use Tax was approved by the voters of the City.
5. No Litigation is pending or, to the best of their knowledge, threatened against the City with respect to the issuance by the Corporation of the Note, the Loan Agreement or the Sales Tax Remittance Agreement, the creation of the Corporation or the title or authority of the governing body or director of the Corporation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

CITY OF WYLIE, TEXAS

By: _____
Matthew Porter, Mayor

ATTEST:

By: _____
Stephanie Storm, City Secretary

EXHIBIT A

LOAN AGREEMENT

between

GOVERNMENT CAPITAL CORPORATION

and

WYLIE ECONOMIC DEVELOPMENT CORPORATION

\$8,108,000.00

Dated as of October 5, 2021

LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this “Agreement”), dated as of October 5, 2021, is between **GOVERNMENT CAPITAL CORPORATION** (the “Lender”), and the **WYLIE ECONOMIC DEVELOPMENT CORPORATION** (the “Corporation”), a nonprofit economic development corporation duly established and created pursuant to Chapters 501, 502 and 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (collectively, the “Act”), created by or on behalf of the City of Wylie, Texas (the “City”).

WITNESSETH:

WHEREAS, the City has established, levied, is maintaining and collecting on behalf of the Corporation the Economic Development Sales and Use Tax pursuant to the Act;

WHEREAS, the Corporation has asked the Lender to make a loan to the Corporation for the purpose of (i) financing the purchase of certain real property in the City and completing infrastructure improvements thereto as part of a master-planned redevelopment as permitted under the Act; (ii) refinancing prior outstanding debt and (iii) paying costs of issuing the loan, such loan to be secured by and payable from the proceeds of the Economic Development Sales and Use Tax;

WHEREAS, purchasing the property and refinancing existing obligations is important to the economic growth and development of the City and will benefit the City’s residents by aiding the City’s efforts to encourage economic growth and development, stimulate commerce, promote or develop new or expanded business enterprises, enhance the health, safety, and welfare of the City’s residents and promote long-term debt service savings;

WHEREAS, the Lender is willing to make such loan to the Corporation, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Corporation agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Additional Parity Debt - means: additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the

Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Existing Indebtedness and the Series 2021 Note.

Additional Subordinate Debt - means: Additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the Pledged Revenues that are junior or subordinate to the lien on the Pledged Revenues securing the payment of the Series 2021 Note.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

City - has the meaning ascribed to such term in the first paragraph hereof.

Closing Date - The date that the Series 2021 Note is delivered to the Lender.

Code - The Internal Revenue Code of 1986, as amended, and all applicable regulations and any official rulings and determinations under the above.

Corporation - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Corporation with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Debt Service Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Debt Service Requirement - The amount necessary to pay the principal of and interest due and owing on the Series 2021 Note during each respective fiscal year of the Corporation.

Economic Development Sales and Use Tax - The ½ of 1% sales and use tax authorized to be levied by the City on behalf of the Corporation for the promotion of economic development pursuant to the Act and elections duly held.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

(a) the failure of the Corporation to make any of the Series 2021 Note Payments when due if such failure is not cured within fifteen (15) days after Lender sends the Corporation written notice specifying such failure;

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Corporation acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Corporation by the Lender;

(c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Corporation;

(d) the violation of any representation or warranty made by the Corporation under Section 5.2 hereof; or

(e) the failure of the Corporation to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Existing Parity Indebtedness - means any note, bond or other debt obligations of the Corporation outstanding as of the Closing Date and payable from and secured in whole or in part by liens on the Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Series 2021 Note.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Series 2021 Note.

Lender - Government Capital Corporation, together with its successors and assigns.

Loan - The loan from the Lender to the Corporation made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Series 2021 Note, the Sales Tax Remittance Agreement, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the “*applicable interest rate ceiling*” as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Series 2021 Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

Series 2021 Note Payments - The payments required by Section 2.3 to be made by the Corporation in payment of the principal of and interest on the Series 2021 Note.

Series 2016 Note – The Corporation’s promissory note dated November 22, 2016 in the original principal amount of \$2,000,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

Series 2018 Note - The Corporation’s promissory note dated December 12, 2018 in the original principal amount of \$4,500,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

Pledged Revenues - 100% of the funds collected by the City from the levy of the Economic Development Sales and Use Tax, without deduction, offset or credit for any administrative charges or expenses incurred by the City or the Corporation in connection with the levy and collection of the Economic Development Sales and Use Tax, other than any amounts due and owing to the Comptroller of Public Accounts of the State for collection costs and other charges.

Principal Amount - \$8,108,000.00.

Property: That real property located at 802 W. Kirby Street, Wylie, Texas 75098.

Refunded Obligations – collectively, the Series 2016 Note and the Series 2018 Note.

Resolution - The resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Series 2021 Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Series 2021 Note, and any amendments or supplements thereto.

Sales Tax Remittance Agreement - The Sales Tax Remittance Agreement dated as of even date herewith by and between the Corporation and the City, as same may be amended, restated, supplemented and/or otherwise modified.

Series 2021 Note - The promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

Series 2021 Note Payments - The payments required by Section 2.3 to be made by the Corporation in payment of the principal of and interest on the Series 2021 Note.

Series 2016 Note – The Corporation’s promissory note dated November 22, 2016 in the original principal amount of \$2,000,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

Series 2018 Note - The Corporation’s promissory note dated December 12, 2018 in the original principal amount of \$4,500,000 (as the same may have been renewed, extended, amended or otherwise modified from time to time) and payable to American National Bank of Texas.

State - The State of Texas.

Section 1.2 Interpretative Matters Whenever the context requires:

- (i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 Financing the Loan Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Series 2021 Note and the covenants and agreements herein contained, the Lender will, on the Closing Date, advance to and for the sole use and benefit of the Corporation an amount equal to the Principal Amount for the exclusive purpose of financing the costs of the Property, certain infrastructure improvements to the Property, refunding the Refunded Obligations and the paying Costs of Issuance.

Section 2.2 Conditions to Closing The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

(a) The representations of the Corporation herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

(i) This Agreement executed by an authorized officer of the Corporation;

(ii) The Series 2021 Note executed by an authorized officer of the Corporation;

(iii) A certificate, dated the Closing Date, executed by an authorized officer of the Corporation, to the effect that (A) the representations and warranties of the Corporation contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Corporation is not in default with respect to any of its outstanding obligations; and (D) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Series 2021 Note, the refunding of the

Refunded Obligations, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Corporation;

(iv) Certified copies of resolutions of the City and the Corporation authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority;

(v) True copies of all organizational documents of the Corporation, including all amendments, restatements or supplements thereto;

(vi) An opinion of counsel to the Corporation which shall specifically provide that (1) the Corporation is a validly existing non-profit corporation created by the City of Wylie pursuant to Chapter 504 of the Act and (2) the Corporation is duly authorized and empowered to execute, deliver and perform the Loan Documents.

Section 2.3 Repayment Terms The Corporation agrees to execute and deliver the Series 2021 Note to the Lender upon the advance of the Principal Amount by the Lender to the Corporation pursuant to Section 2.1.

(b) The Series 2021 Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount and shall be payable in installments on the dates and in the amounts specified in the Series 2021 Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amount as specified in the Series 2021 Note.

Section 2.4 Series 2021 Note Payments All Series 2021 Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Corporation pursuant to Section 8.2.

Section 2.5 Series 2021 Note Payments Due on Business Days If the regularly scheduled due date for a Series 2021 Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 Prepayment of Series 2021 Note (a) Voluntary Prepayment. The Corporation may at its option prepay the principal amount of the Series 2021 Note outstanding hereunder, in whole, or in part, on any payment date on or after November 5, 2026. If prepaid in whole, the prepayment price shall be an amount equal to the Early Redemption Value set forth in the Series 2021 Note. The Corporation may prepay in part the principal amount of the Series 2021 Note outstanding hereunder so long as such prepaid principal amount is fifty thousand and

00/100 dollars (\$50,000) or greater on any payment date. In the event of a prepayment hereunder, such amount prepaid shall be deducted from the principal amount due under the Series 2021 Note. In the event the Corporation desires to prepay the Series 2021 Note in full as set forth in this Section 2.6 and the Corporation has made one or more partial prepayments of principal prior to such time, the Corporation shall advise the Lender of its desire to prepay the Series 2021 Note in full at least thirty (30) days prior to the payment date and Lender shall notify the Corporation of the Early Redemption Value which shall be due to prepay the Series 2021 Note in full.

Section 2.7 Limited Obligation The obligations of the Corporation hereunder are special limited obligations thereof and neither the Series 2021 Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the Economic Development Sales and Use Tax imposed by Chapter 504 of the Act and pledged hereunder.

Section 2.8 Segregation of Economic Development Sales and Use Tax The Corporation shall or shall cause the City to maintain a separate fund into which shall be deposited the Economic Development Sales and Use Tax and the Corporation shall or shall cause the City to segregate such taxes collected from the general fund of the City.

ARTICLE III

ADDITIONAL DEBT

Section 3.1 Additional Parity Debt.

(a) For so long as the Corporation is obligated hereunder and under the Series 2021 Note, the Corporation shall have the right to issue Additional Parity Debt when issued in compliance with the law and terms and conditions hereinafter appearing, the lien or pledge securing such Additional Indebtedness shall occupy a position of parity and equal dignity with the lien or pledge securing the Notes, so long as prior to doing the same:

(i) the Corporation furnishes to the Lender a signed statement, supported by its audit or other financial presentation acceptable to the Lender, that the Corporation's net revenues for the previous 24 months, prior to incurring such additional debt, are at least 1.15 times the annual debt service payments due on (i) the Series 2021 Note, (ii) any other then outstanding Existing Parity Indebtedness of the Corporation, and (iii) the proposed new debt yet to be incurred. Such statement shall be furnished to the Lender at least 14 days prior to the time any additional debt is incurred;

(ii) Net revenues shall mean the gross revenues of the Corporation, less its operating expenses, as determined by GAAP. Depreciation or amortization costs shall not be counted as operating expenses.

Section 3.2 Additional Subordinate Debt

(a) The Corporation may issue or incur Additional Subordinate Debt without restriction.

ARTICLE IV

SPECIAL AGREEMENTS

Section 4.1 Obligations of Corporation Unconditional The obligation of the Corporation to make the payments required by Section 2.3 shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Corporation may have or assert against the Lender or any other person.

(b) Until such time as the Series 2021 Note is fully paid the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any Series 2021 Note Payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Series 2021 Note will not terminate this Agreement for any cause.

Section 4.2 Agreement as Security Agreement An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The lien, pledge, and security interest of the Lender created in this Agreement shall become effective immediately upon the Closing Date, and the same shall be continuously effective for so long as the Series 2021 Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) The provisions of this section are prescribed pursuant to the Bond Procedures Act of 1981 (Chapter 1204, Government Code), as amended, and other applicable laws of the State. If any other applicable law, in the opinion of counsel to the Corporation or in the opinion, reasonably exercised, of counsel to the Lender, requires any filing or other action additional to the filing pursuant to this section in order to preserve the priority of the lien, pledge, and security interest of the Lender created by this Agreement, the Corporation shall diligently make such filing or take such other action to the extent required by law to accomplish such result.

Section 4.3 Pledge and Source of Payment The Corporation hereby covenants that all Pledged Revenues shall be deposited and paid into the Debt Service Fund established in Section 4.4 hereof, and shall be applied in the manner set out herein, to provide for the payment

of principal and interest on the Series 2021 Note and, to the extent permitted, any Existing Parity Indebtedness and Additional Debt and all expenses of paying the same. The obligations of the Corporation under the Series 2021 Note and any Existing Parity Indebtedness and Additional Debt shall be special limited obligations of the Corporation payable solely from, and secured by a first lien on, the Pledged Revenues, and collected and received by the Corporation, which Pledged Revenues shall, in the manner herein provided, be set aside and pledged to the payment of the Series 2021 Note and any Existing Parity Indebtedness and Additional Debt in the Debt Service Fund. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Lender and any owner of any Existing Parity Indebtedness and Additional Debt shall never have the right to demand payment from sales tax revenues in excess of those collected from the Economic Development Sales and Use Tax.

Section 4.4 Debt Service Fund. The Debt Service Fund (the “*Debt Service Fund*”) is hereby created, and the Debt Service Fund shall be maintained and accounted for as hereinafter provided, so long as the Series 2021 Note remains outstanding. For purposes of this Section 4.4 and this Agreement, the Corporation’s existing general fund may serve as the Debt Service Fund, unless the Corporation elects to establish a separate Debt Service Fund.

Section 4.5 Flow of Funds All Pledged Revenues shall be deposited as collected into the Debt Service Fund. For purposes of this Section 4.5 and this Agreement, the Lender and the Corporation agree that the Corporation’s general fund may be the Debt Service Fund unless the Corporation elects to establish a separate Debt Service Fund. Money from time to time on deposit to the credit of the Debt Service Fund shall be applied as follows in the following order and priority:

- (a) First, to pay principal of and interest on the Series 2021 Note and other obligations secured by the Pledged Revenues; and
- (b) Second, to be used by the Corporation for any lawful purpose.

After making any transfers required into any other funds created or any subordinate lien obligations, any money remaining in the Debt Service Fund shall be considered surplus, and may be used by the Corporation for any lawful purpose.

Section 4.6 Investment of Funds; Transfer of Investment Income Money in the Debt Service Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit of commercial banks secured in the manner required by law for public funds and insured by the Federal Deposit Insurance Corporation to the maximum extent permitted by law, or be invested in direct obligations of, or obligations fully guaranteed by, the United States of America, or in any other investments authorized by the laws of the State; provided that all such deposits or investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Any obligation in which money is so invested shall be kept and held in the official depository bank of the Corporation at which the fund is maintained from which the investment was made. All such

investments shall be promptly sold when necessary to prevent any default in connection with the Series 2021 Note or any Additional Debt.

All interest and income derived from such deposits and investments shall be transferred or credited as received to the general fund, and shall constitute Pledged Revenues.

Section 4.7 Security for Uninvested Funds All uninvested money on deposit in, or credited to, the Debt Service Fund shall be secured by the pledge of security as provided by the laws of the State.

Section 4.8 Financial Statements and Reports For so long as any amounts remain outstanding under the Series 2021 Note, the Corporation will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Corporation as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Corporation, or if not separately prepared, then of the City, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate Series 2021 Notes and attachments to the financial statements.

Section 4.9 Notice of Contingent Liabilities Within thirty (30) days after the Corporation knows or has reason to know of the occurrence thereof, the Corporation shall give the Lender written notice of any actual or potential contingent liability in excess of \$50,000.00.

Section 4.10 Inspection Rights At any reasonable time and from time to time, the Corporation will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 4.11 Keeping Books and Records The Corporation will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of Lender The Lender represents and warrants to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the

Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

Section 5.2 Representations by the Corporation The Corporation represents, warrants and covenants to the Lender as follows:

(a) The Corporation is a nonprofit industrial development corporation, within the meaning of Chapter 504 (formerly Section 4A) of the Act, has all of the rights, powers, privileges, authority and functions given by the general laws of the State to nonprofit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, except as otherwise provided in Section 501.054(a) of the Act (formerly Section 23(a) of the Act), and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Corporation is duly organized, validly existing, and in good standing under the laws of the State. The Corporation has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Corporation which is required for the execution, delivery, performance and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) The Corporation has duly approved the borrowing of funds from the Lender and has received the approval of the City therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Series 2021 Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Corporation, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Series 2021 Note or the collection of any Pledged Revenues to pay the Series 2021 Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of

the Loan Documents, or (iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution and delivery of this Agreement and the Series 2021 Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Series 2021 Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Series 2021 Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Corporation's books and records properly reflect the financial condition of the Corporation and, to the best of the Corporation's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Corporation since the effective date of the Corporation's most recent financial statements.

ARTICLE VI

REMEDIES SECTION

Section 6.1 Remedies Available So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Series 2021 Note Payments is not available as a remedy under this Agreement.

Section 6.2 Application of Money Collected Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of

foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 6.3 Restoration of Rights If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

Section 6.4 Non-Exclusive Remedies No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 6.5 Delays No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 6.6 Limitation on Waivers If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VII

DISCHARGE BY PAYMENT

When the Series 2021 Note has been paid in full or when the Corporation has made payment to the Lender of the whole amount due or to become due under the Series 2021 Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Term of Agreement This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Series 2021 Note have been fully paid.

Section 8.2 Notices (a) All notices, certificates, or other communications required by or made pursuant to this Series 2021 Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Government Capital Corporation
345 Miron Drive
Southlake, TX 76092

(ii) if to the Corporation:

Wylie Economic Development Corporation
250 South Highway 78
Wylie, Texas 75098
Attention: Demond Dawkins, Board President

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 8.3 Binding Effect, Assignment (a) This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Series 2021 Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

Section 8.4 Expenses, Fees, Etc The Corporation hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 8.5 Severability If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 8.6 Counterparts This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 8.7 Applicable Law This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 8.8 Jurisdiction All actions or proceedings with respect to, and the performance of, the Series 2021 Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Collin County, Texas, and by execution and delivery of this Agreement, the Corporation and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 8.9 Notice of Final Agreement **THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

GOVERNMENT CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

**WYLIE ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Gino Mulliqi, Secretary

EXHIBIT A**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER
AND IS NOT A REGISTERED OBLIGATION**

\$8,108,000.00

October 5, 2021

**WYLIE ECONOMIC DEVELOPMENT CORPORATION
SERIES 2021 NOTE**

WYLIE ECONOMIC DEVELOPMENT CORPORATION (the “*Corporation*”) for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092 the principal sum of EIGHT MILLION ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$8,108,000.00).

All capitalized terms which are used but not defined in this Series 2021 Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the “*Loan Agreement*”).

Subject to Section 2.3(d) of the Loan Agreement, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon quarterly beginning on November 5, 2021, and continuing monthly thereafter until maturity in such amounts as reflected on Schedule I attached hereto.

Interest shall accrue at a per annum rate of 3.48%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 360 day year and the actual number of days elapsed.

Principal of and interest on this Series 2021 Note shall be payable from and secured by a pledge of the Corporation’s Economic Development Sales and Use Tax.

This Series 2021 Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Series 2021 Note are payable from the Economic Development Sales And Use Tax imposed by Chapter 504 of the Local Government Code (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS SERIES 2021 NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF WYLIE, TEXAS (THE “CITY”), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2021 NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS SERIES 2021 NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE SERIES 2021 NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Series 2021 Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Series 2021 Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2021 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Series 2021 Note has been duly executed effective as of the date first written above.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Demond Dawkins, President

ATTEST:

By: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Gino Mulliqi, Secretary

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	11/5/2021	\$46,939.85	\$23,513.20	\$23,426.65	N/A
2	12/5/2021	\$46,939.85	\$23,445.26	\$23,494.59	N/A
3	1/5/2022	\$46,939.85	\$23,377.13	\$23,562.72	N/A
4	2/5/2022	\$46,939.85	\$23,308.80	\$23,631.05	N/A
5	3/5/2022	\$46,939.85	\$23,240.27	\$23,699.58	N/A
6	4/5/2022	\$46,939.85	\$23,171.54	\$23,768.31	N/A
7	5/5/2022	\$46,939.85	\$23,102.61	\$23,837.24	N/A
8	6/5/2022	\$46,939.85	\$23,033.48	\$23,906.37	N/A
9	7/5/2022	\$46,939.85	\$22,964.15	\$23,975.70	N/A
10	8/5/2022	\$46,939.85	\$22,894.62	\$24,045.23	N/A
11	9/5/2022	\$46,939.85	\$22,824.89	\$24,114.96	N/A
12	10/5/2022	\$46,939.85	\$22,754.96	\$24,184.89	N/A
13	11/5/2022	\$46,939.85	\$22,684.82	\$24,255.03	N/A
14	12/5/2022	\$46,939.85	\$22,614.48	\$24,325.37	N/A
15	1/5/2023	\$46,939.85	\$22,543.94	\$24,395.91	N/A
16	2/5/2023	\$46,939.85	\$22,473.19	\$24,466.66	N/A
17	3/5/2023	\$46,939.85	\$22,402.24	\$24,537.61	N/A
18	4/5/2023	\$46,939.85	\$22,331.08	\$24,608.77	N/A
19	5/5/2023	\$46,939.85	\$22,259.71	\$24,680.14	N/A
20	6/5/2023	\$46,939.85	\$22,188.14	\$24,751.71	N/A
21	7/5/2023	\$46,939.85	\$22,116.36	\$24,823.49	N/A
22	8/5/2023	\$46,939.85	\$22,044.37	\$24,895.48	N/A
23	9/5/2023	\$46,939.85	\$21,972.18	\$24,967.67	N/A
24	10/5/2023	\$46,939.85	\$21,899.77	\$25,040.08	N/A
25	11/5/2023	\$46,939.85	\$21,827.15	\$25,112.70	N/A
26	12/5/2023	\$46,939.85	\$21,754.33	\$25,185.52	N/A
27	1/5/2024	\$46,939.85	\$21,681.29	\$25,258.56	N/A
28	2/5/2024	\$46,939.85	\$21,608.04	\$25,331.81	N/A
29	3/5/2024	\$46,939.85	\$21,534.58	\$25,405.27	N/A
30	4/5/2024	\$46,939.85	\$21,460.90	\$25,478.95	N/A
31	5/5/2024	\$46,939.85	\$21,387.01	\$25,552.84	N/A
32	6/5/2024	\$46,939.85	\$21,312.91	\$25,626.94	N/A
33	7/5/2024	\$46,939.85	\$21,238.59	\$25,701.26	N/A
34	8/5/2024	\$46,939.85	\$21,164.06	\$25,775.79	N/A
35	9/5/2024	\$46,939.85	\$21,089.31	\$25,850.54	N/A
36	10/5/2024	\$46,939.85	\$21,014.34	\$25,925.51	N/A
37	11/5/2024	\$46,939.85	\$20,939.16	\$26,000.69	N/A

38	12/5/2024	\$46,939.85	\$20,863.76	\$26,076.09	N/A
39	1/5/2025	\$46,939.85	\$20,788.13	\$26,151.72	N/A
40	2/5/2025	\$46,939.85	\$20,712.29	\$26,227.56	N/A
41	3/5/2025	\$46,939.85	\$20,636.23	\$26,303.62	N/A
42	4/5/2025	\$46,939.85	\$20,559.95	\$26,379.90	N/A
43	5/5/2025	\$46,939.85	\$20,483.45	\$26,456.40	N/A
44	6/5/2025	\$46,939.85	\$20,406.73	\$26,533.12	N/A
45	7/5/2025	\$46,939.85	\$20,329.78	\$26,610.07	N/A
46	8/5/2025	\$46,939.85	\$20,252.61	\$26,687.24	N/A
47	9/5/2025	\$46,939.85	\$20,175.22	\$26,764.63	N/A
48	10/5/2025	\$46,939.85	\$20,097.60	\$26,842.25	N/A
49	11/5/2025	\$46,939.85	\$20,019.76	\$26,920.09	N/A
50	12/5/2025	\$46,939.85	\$19,941.69	\$26,998.16	N/A
51	1/5/2026	\$46,939.85	\$19,863.40	\$27,076.45	N/A
52	2/5/2026	\$46,939.85	\$19,784.88	\$27,154.97	N/A
53	3/5/2026	\$46,939.85	\$19,706.13	\$27,233.72	N/A
54	4/5/2026	\$46,939.85	\$19,627.15	\$27,312.70	N/A
55	5/5/2026	\$46,939.85	\$19,547.94	\$27,391.91	N/A
56	6/5/2026	\$46,939.85	\$19,468.51	\$27,471.34	N/A
57	7/5/2026	\$46,939.85	\$19,388.84	\$27,551.01	N/A
58	8/5/2026	\$46,939.85	\$19,308.94	\$27,630.91	N/A
59	9/5/2026	\$46,939.85	\$19,228.81	\$27,711.04	N/A
60	10/5/2026	\$46,939.85	\$19,148.45	\$27,791.40	N/A
61	11/5/2026	\$46,939.85	\$19,067.85	\$27,872.00	\$6,547,250.11
62	12/5/2026	\$46,939.85	\$18,987.03	\$27,952.82	\$6,519,297.29
63	1/5/2027	\$46,939.85	\$18,905.96	\$28,033.89	\$6,491,263.40
64	2/5/2027	\$46,939.85	\$18,824.66	\$28,115.19	\$6,463,148.21
65	3/5/2027	\$46,939.85	\$18,743.13	\$28,196.72	\$6,434,951.49
66	4/5/2027	\$46,939.85	\$18,661.36	\$28,278.49	\$6,406,673.00
67	5/5/2027	\$46,939.85	\$18,579.35	\$28,360.50	\$6,378,312.50
68	6/5/2027	\$46,939.85	\$18,497.11	\$28,442.74	\$6,349,869.76
69	7/5/2027	\$46,939.85	\$18,414.62	\$28,525.23	\$6,321,344.53
70	8/5/2027	\$46,939.85	\$18,331.90	\$28,607.95	\$6,292,736.58
71	9/5/2027	\$46,939.85	\$18,248.94	\$28,690.91	\$6,264,045.67
72	10/5/2027	\$46,939.85	\$18,165.73	\$28,774.12	\$6,235,271.55
73	11/5/2027	\$46,939.85	\$18,082.29	\$28,857.56	\$6,206,413.99
74	12/5/2027	\$46,939.85	\$17,998.60	\$28,941.25	\$6,177,472.74
75	1/5/2028	\$46,939.85	\$17,914.67	\$29,025.18	\$6,148,447.56
76	2/5/2028	\$46,939.85	\$17,830.50	\$29,109.35	\$6,119,338.21
77	3/5/2028	\$46,939.85	\$17,746.08	\$29,193.77	\$6,090,144.44
78	4/5/2028	\$46,939.85	\$17,661.42	\$29,278.43	\$6,060,866.01
79	5/5/2028	\$46,939.85	\$17,576.51	\$29,363.34	\$6,031,502.67
80	6/5/2028	\$46,939.85	\$17,491.36	\$29,448.49	\$6,002,054.18

81	7/5/2028	\$46,939.85	\$17,405.96	\$29,533.89	\$5,972,520.29
82	8/5/2028	\$46,939.85	\$17,320.31	\$29,619.54	\$5,942,900.75
83	9/5/2028	\$46,939.85	\$17,234.41	\$29,705.44	\$5,913,195.31
84	10/5/2028	\$46,939.85	\$17,148.27	\$29,791.58	\$5,883,403.73
85	11/5/2028	\$46,939.85	\$17,061.87	\$29,877.98	\$5,853,525.75
86	12/5/2028	\$46,939.85	\$16,975.22	\$29,964.63	\$5,823,561.12
87	1/5/2029	\$46,939.85	\$16,888.33	\$30,051.52	\$5,793,509.60
88	2/5/2029	\$46,939.85	\$16,801.18	\$30,138.67	\$5,763,370.93
89	3/5/2029	\$46,939.85	\$16,713.78	\$30,226.07	\$5,733,144.86
90	4/5/2029	\$46,939.85	\$16,626.12	\$30,313.73	\$5,702,831.13
91	5/5/2029	\$46,939.85	\$16,538.21	\$30,401.64	\$5,672,429.49
92	6/5/2029	\$46,939.85	\$16,450.05	\$30,489.80	\$5,641,939.69
93	7/5/2029	\$46,939.85	\$16,361.63	\$30,578.22	\$5,611,361.47
94	8/5/2029	\$46,939.85	\$16,272.95	\$30,666.90	\$5,580,694.57
95	9/5/2029	\$46,939.85	\$16,184.01	\$30,755.84	\$5,549,938.73
96	10/5/2029	\$46,939.85	\$16,094.82	\$30,845.03	\$5,519,093.70
97	11/5/2029	\$46,939.85	\$16,005.37	\$30,934.48	\$5,488,159.22
98	12/5/2029	\$46,939.85	\$15,915.66	\$31,024.19	\$5,457,135.03
99	1/5/2030	\$46,939.85	\$15,825.69	\$31,114.16	\$5,426,020.87
100	2/5/2030	\$46,939.85	\$15,735.46	\$31,204.39	\$5,394,816.48
101	3/5/2030	\$46,939.85	\$15,644.97	\$31,294.88	\$5,363,521.60
102	4/5/2030	\$46,939.85	\$15,554.21	\$31,385.64	\$5,332,135.96
103	5/5/2030	\$46,939.85	\$15,463.19	\$31,476.66	\$5,300,659.30
104	6/5/2030	\$46,939.85	\$15,371.91	\$31,567.94	\$5,269,091.36
105	7/5/2030	\$46,939.85	\$15,280.36	\$31,659.49	\$5,237,431.87
106	8/5/2030	\$46,939.85	\$15,188.55	\$31,751.30	\$5,205,680.57
107	9/5/2030	\$46,939.85	\$15,096.47	\$31,843.38	\$5,173,837.19
108	10/5/2030	\$46,939.85	\$15,004.13	\$31,935.72	\$5,141,901.47
109	11/5/2030	\$46,939.85	\$14,911.51	\$32,028.34	\$5,109,873.13
110	12/5/2030	\$46,939.85	\$14,818.63	\$32,121.22	\$5,077,751.91
111	1/5/2031	\$46,939.85	\$14,725.48	\$32,214.37	\$5,045,537.54
112	2/5/2031	\$46,939.85	\$14,632.06	\$32,307.79	\$5,013,229.75
113	3/5/2031	\$46,939.85	\$14,538.37	\$32,401.48	\$4,980,828.27
114	4/5/2031	\$46,939.85	\$14,444.40	\$32,495.45	\$4,948,332.82
115	5/5/2031	\$46,939.85	\$14,350.17	\$32,589.68	\$4,915,743.14
116	6/5/2031	\$46,939.85	\$14,255.66	\$32,684.19	\$4,883,058.95
117	7/5/2031	\$46,939.85	\$14,160.87	\$32,778.98	\$4,850,279.97
118	8/5/2031	\$46,939.85	\$14,065.81	\$32,874.04	\$4,817,405.93
119	9/5/2031	\$46,939.85	\$13,970.48	\$32,969.37	\$4,784,436.56
120	10/5/2031	\$46,939.85	\$13,874.87	\$33,064.98	\$4,751,371.58
121	11/5/2031	\$46,939.85	\$13,778.98	\$33,160.87	\$4,718,210.71
122	12/5/2031	\$46,939.85	\$13,682.81	\$33,257.04	\$4,684,953.67
123	1/5/2032	\$46,939.85	\$13,586.37	\$33,353.48	\$4,651,600.19

124	2/5/2032	\$46,939.85	\$13,489.64	\$33,450.21	\$4,618,149.98
125	3/5/2032	\$46,939.85	\$13,392.63	\$33,547.22	\$4,584,602.76
126	4/5/2032	\$46,939.85	\$13,295.35	\$33,644.50	\$4,550,958.26
127	5/5/2032	\$46,939.85	\$13,197.78	\$33,742.07	\$4,517,216.19
128	6/5/2032	\$46,939.85	\$13,099.93	\$33,839.92	\$4,483,376.27
129	7/5/2032	\$46,939.85	\$13,001.79	\$33,938.06	\$4,449,438.21
130	8/5/2032	\$46,939.85	\$12,903.37	\$34,036.48	\$4,415,401.73
131	9/5/2032	\$46,939.85	\$12,804.67	\$34,135.18	\$4,381,266.55
132	10/5/2032	\$46,939.85	\$12,705.67	\$34,234.18	\$4,347,032.37
133	11/5/2032	\$46,939.85	\$12,606.39	\$34,333.46	\$4,312,698.91
134	12/5/2032	\$46,939.85	\$12,506.83	\$34,433.02	\$4,278,265.89
135	1/5/2033	\$46,939.85	\$12,406.97	\$34,532.88	\$4,243,733.01
136	2/5/2033	\$46,939.85	\$12,306.83	\$34,633.02	\$4,209,099.99
137	3/5/2033	\$46,939.85	\$12,206.39	\$34,733.46	\$4,174,366.53
138	4/5/2033	\$46,939.85	\$12,105.66	\$34,834.19	\$4,139,532.34
139	5/5/2033	\$46,939.85	\$12,004.64	\$34,935.21	\$4,104,597.13
140	6/5/2033	\$46,939.85	\$11,903.33	\$35,036.52	\$4,069,560.61
141	7/5/2033	\$46,939.85	\$11,801.73	\$35,138.12	\$4,034,422.49
142	8/5/2033	\$46,939.85	\$11,699.83	\$35,240.02	\$3,999,182.47
143	9/5/2033	\$46,939.85	\$11,597.63	\$35,342.22	\$3,963,840.25
144	10/5/2033	\$46,939.85	\$11,495.14	\$35,444.71	\$3,928,395.54
145	11/5/2033	\$46,939.85	\$11,392.35	\$35,547.50	\$3,892,848.04
146	12/5/2033	\$46,939.85	\$11,289.26	\$35,650.59	\$3,857,197.45
147	1/5/2034	\$46,939.85	\$11,185.87	\$35,753.98	\$3,821,443.47
148	2/5/2034	\$46,939.85	\$11,082.19	\$35,857.66	\$3,785,585.81
149	3/5/2034	\$46,939.85	\$10,978.20	\$35,961.65	\$3,749,624.16
150	4/5/2034	\$46,939.85	\$10,873.91	\$36,065.94	\$3,713,558.22
151	5/5/2034	\$46,939.85	\$10,769.32	\$36,170.53	\$3,677,387.69
152	6/5/2034	\$46,939.85	\$10,664.42	\$36,275.43	\$3,641,112.26
153	7/5/2034	\$46,939.85	\$10,559.23	\$36,380.62	\$3,604,731.64
154	8/5/2034	\$46,939.85	\$10,453.72	\$36,486.13	\$3,568,245.51
155	9/5/2034	\$46,939.85	\$10,347.91	\$36,591.94	\$3,531,653.57
156	10/5/2034	\$46,939.85	\$10,241.80	\$36,698.05	\$3,494,955.52
157	11/5/2034	\$46,939.85	\$10,135.37	\$36,804.48	\$3,458,151.04
158	12/5/2034	\$46,939.85	\$10,028.64	\$36,911.21	\$3,421,239.83
159	1/5/2035	\$46,939.85	\$9,921.60	\$37,018.25	\$3,384,221.58
160	2/5/2035	\$46,939.85	\$9,814.24	\$37,125.61	\$3,347,095.97
161	3/5/2035	\$46,939.85	\$9,706.58	\$37,233.27	\$3,309,862.70
162	4/5/2035	\$46,939.85	\$9,598.60	\$37,341.25	\$3,272,521.45
163	5/5/2035	\$46,939.85	\$9,490.31	\$37,449.54	\$3,235,071.91
164	6/5/2035	\$46,939.85	\$9,381.71	\$37,558.14	\$3,197,513.77
165	7/5/2035	\$46,939.85	\$9,272.79	\$37,667.06	\$3,159,846.71
166	8/5/2035	\$46,939.85	\$9,163.56	\$37,776.29	\$3,122,070.42

167	9/5/2035	\$46,939.85	\$9,054.00	\$37,885.85	\$3,084,184.57
168	10/5/2035	\$46,939.85	\$8,944.14	\$37,995.71	\$3,046,188.86
169	11/5/2035	\$46,939.85	\$8,833.95	\$38,105.90	\$3,008,082.96
170	12/5/2035	\$46,939.85	\$8,723.44	\$38,216.41	\$2,969,866.55
171	1/5/2036	\$46,939.85	\$8,612.61	\$38,327.24	\$2,931,539.31
172	2/5/2036	\$46,939.85	\$8,501.46	\$38,438.39	\$2,893,100.92
173	3/5/2036	\$46,939.85	\$8,389.99	\$38,549.86	\$2,854,551.06
174	4/5/2036	\$46,939.85	\$8,278.20	\$38,661.65	\$2,815,889.41
175	5/5/2036	\$46,939.85	\$8,166.08	\$38,773.77	\$2,777,115.64
176	6/5/2036	\$46,939.85	\$8,053.64	\$38,886.21	\$2,738,229.43
177	7/5/2036	\$46,939.85	\$7,940.87	\$38,998.98	\$2,699,230.45
178	8/5/2036	\$46,939.85	\$7,827.77	\$39,112.08	\$2,660,118.37
179	9/5/2036	\$46,939.85	\$7,714.34	\$39,225.51	\$2,620,892.86
180	10/5/2036	\$46,939.85	\$7,600.59	\$39,339.26	\$2,581,553.60
181	11/5/2036	\$46,939.85	\$7,486.51	\$39,453.34	\$2,542,100.26
182	12/5/2036	\$46,939.85	\$7,372.09	\$39,567.76	\$2,502,532.50
183	1/5/2037	\$46,939.85	\$7,257.34	\$39,682.51	\$2,462,849.99
184	2/5/2037	\$46,939.85	\$7,142.26	\$39,797.59	\$2,423,052.40
185	3/5/2037	\$46,939.85	\$7,026.85	\$39,913.00	\$2,383,139.40
186	4/5/2037	\$46,939.85	\$6,911.10	\$40,028.75	\$2,343,110.65
187	5/5/2037	\$46,939.85	\$6,795.02	\$40,144.83	\$2,302,965.82
188	6/5/2037	\$46,939.85	\$6,678.60	\$40,261.25	\$2,262,704.57
189	7/5/2037	\$46,939.85	\$6,561.84	\$40,378.01	\$2,222,326.56
190	8/5/2037	\$46,939.85	\$6,444.75	\$40,495.10	\$2,181,831.46
191	9/5/2037	\$46,939.85	\$6,327.31	\$40,612.54	\$2,141,218.92
192	10/5/2037	\$46,939.85	\$6,209.53	\$40,730.32	\$2,100,488.60
193	11/5/2037	\$46,939.85	\$6,091.42	\$40,848.43	\$2,059,640.17
194	12/5/2037	\$46,939.85	\$5,972.96	\$40,966.89	\$2,018,673.28
195	1/5/2038	\$46,939.85	\$5,854.15	\$41,085.70	\$1,977,587.58
196	2/5/2038	\$46,939.85	\$5,735.00	\$41,204.85	\$1,936,382.73
197	3/5/2038	\$46,939.85	\$5,615.51	\$41,324.34	\$1,895,058.39
198	4/5/2038	\$46,939.85	\$5,495.67	\$41,444.18	\$1,853,614.21
199	5/5/2038	\$46,939.85	\$5,375.48	\$41,564.37	\$1,812,049.84
200	6/5/2038	\$46,939.85	\$5,254.94	\$41,684.91	\$1,770,364.93
201	7/5/2038	\$46,939.85	\$5,134.06	\$41,805.79	\$1,728,559.14
202	8/5/2038	\$46,939.85	\$5,012.82	\$41,927.03	\$1,686,632.11
203	9/5/2038	\$46,939.85	\$4,891.23	\$42,048.62	\$1,644,583.49
204	10/5/2038	\$46,939.85	\$4,769.29	\$42,170.56	\$1,602,412.93
205	11/5/2038	\$46,939.85	\$4,647.00	\$42,292.85	\$1,560,120.08
206	12/5/2038	\$46,939.85	\$4,524.35	\$42,415.50	\$1,517,704.58
207	1/5/2039	\$46,939.85	\$4,401.34	\$42,538.51	\$1,475,166.07
208	2/5/2039	\$46,939.85	\$4,277.98	\$42,661.87	\$1,432,504.20
209	3/5/2039	\$46,939.85	\$4,154.26	\$42,785.59	\$1,389,718.61

210	4/5/2039	\$46,939.85	\$4,030.18	\$42,909.67	\$1,346,808.94
211	5/5/2039	\$46,939.85	\$3,905.75	\$43,034.10	\$1,303,774.84
212	6/5/2039	\$46,939.85	\$3,780.95	\$43,158.90	\$1,260,615.94
213	7/5/2039	\$46,939.85	\$3,655.79	\$43,284.06	\$1,217,331.88
214	8/5/2039	\$46,939.85	\$3,530.26	\$43,409.59	\$1,173,922.29
215	9/5/2039	\$46,939.85	\$3,404.37	\$43,535.48	\$1,130,386.81
216	10/5/2039	\$46,939.85	\$3,278.12	\$43,661.73	\$1,086,725.08
217	11/5/2039	\$46,939.85	\$3,151.50	\$43,788.35	\$1,042,936.73
218	12/5/2039	\$46,939.85	\$3,024.52	\$43,915.33	\$999,021.40
219	1/5/2040	\$46,939.85	\$2,897.16	\$44,042.69	\$954,978.71
220	2/5/2040	\$46,939.85	\$2,769.44	\$44,170.41	\$910,808.30
221	3/5/2040	\$46,939.85	\$2,641.34	\$44,298.51	\$866,509.79
222	4/5/2040	\$46,939.85	\$2,512.88	\$44,426.97	\$822,082.82
223	5/5/2040	\$46,939.85	\$2,384.04	\$44,555.81	\$777,527.01
224	6/5/2040	\$46,939.85	\$2,254.83	\$44,685.02	\$732,841.99
225	7/5/2040	\$46,939.85	\$2,125.24	\$44,814.61	\$688,027.38
226	8/5/2040	\$46,939.85	\$1,995.28	\$44,944.57	\$643,082.81
227	9/5/2040	\$46,939.85	\$1,864.94	\$45,074.91	\$598,007.90
228	10/5/2040	\$46,939.85	\$1,734.22	\$45,205.63	\$552,802.27
229	11/5/2040	\$46,939.85	\$1,603.13	\$45,336.72	\$507,465.55
230	12/5/2040	\$46,939.85	\$1,471.65	\$45,468.20	\$461,997.35
231	1/5/2041	\$46,939.85	\$1,339.79	\$45,600.06	\$416,397.29
232	2/5/2041	\$46,939.85	\$1,207.55	\$45,732.30	\$370,664.99
233	3/5/2041	\$46,939.85	\$1,074.93	\$45,864.92	\$324,800.07
234	4/5/2041	\$46,939.85	\$941.92	\$45,997.93	\$278,802.14
235	5/5/2041	\$46,939.85	\$808.53	\$46,131.32	\$232,670.82
236	6/5/2041	\$46,939.85	\$674.75	\$46,265.10	\$186,405.72
237	7/5/2041	\$46,939.85	\$540.58	\$46,399.27	\$140,006.45
238	8/5/2041	\$46,939.85	\$406.02	\$46,533.83	\$93,472.62
239	9/5/2041	\$46,939.85	\$271.07	\$46,668.78	\$46,803.84
240	10/5/2041	\$46,939.85	\$136.01	\$46,803.84	\$0.00
Grand Totals		\$11,265,564.00	\$3,157,564.00	\$8,108,000.00	

CERTIFICATE FOR RESOLUTION

On September 27, 2021, we, the undersigned officers of Wylie Economic Development Corporation (the "Corporation"), hereby certify as follows:

1. The Board of Directors of the Corporation convened in Regular Meeting on September 15, 2021 at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to wit:

Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Chris Holsted	City Manager, Ex-Officio Member

and all of said persons were present, except the following absentees: Tim Gilchrist, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION NO. 2021-02(R)

RESOLUTION OF THE BOARD OF DIRECTORS OF WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "Aye" except as shown below.

NOES: _____

ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and

acting officers and members of said Board of Directors as indicated therein; that each of the officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the President of the Board of Directors of the Corporation has approved and hereby approves the aforesaid Resolution; that the President and the Secretary of said Corporation have duly signed said Resolution; and that the President and the Corporation Secretary of said Corporation hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

Gino Mulliqi
Secretary, Board of Directors

Demond Dawkins
President, Board of Directors

RESOLUTION NO. 2021-02(R)**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION REGARDING A LOAN IN THE PRINCIPAL AMOUNT OF \$8,108,000.00.**

WHEREAS, The WYLIE ECONOMIC DEVELOPMENT CORPORATION ("Borrower") proposes to enter into a Loan Agreement dated as of October 5, 2021 (as amended, restated, supplemented and/or otherwise modified, the "Loan Agreement"), with Government Capital Corporation, as lender ("Lender") to enable the Corporation to (1) finance the purchase of certain real property (the "Property") in the City of Wylie, Texas (the "City") for economic develop purposes, and (2) pay costs of issuing the loan, and as security for the payment of the principal of and interest thereon, the Borrower has agreed to pledge its Economic Development Sales and Use Tax. All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

WHEREAS, the proposed form of the Loan Agreement, the Series 2021 Note (as defined in the Loan Agreement) and the Sales Tax Remittance Agreement (as defined in the Loan Agreement) have been presented to this meeting.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WYLIE ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Board of Directors agrees to enter into the Loan Agreement, Series 2021 Note and the Sales Tax Remittance Agreement to finance the cost of the Property in the amount of \$8,108,000.00 at an interest rate agreed upon by the Lender and the Borrower on the date of execution of the execution of the Series 2021 Note, the Loan Agreement and the Sales Tax Remittance Agreement and, in order to secure the principal and interest on the Series 2021 Note, to pledge its Economic Development Sales and Use Tax.

Section 2. That any one or more of the Authorized Officers of the Borrower listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Borrower to the Lender the Loan Agreement, including all attachments and exhibits thereto, the Series 2021 Note and the Sales Tax Remittance Agreement. The Loan Agreement, Series 2021 Note and Sales Tax Remittance Agreement shall be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Borrower any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement, Series 2021 Note and Sales Tax Remittance Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 3. That for the purpose of this resolution, the following persons, or the persons holding the following positions, are “*Authorized Officers*” duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Borrower:

<u>Name</u>	<u>Title</u>
Demond Dawkins	President
Melisa Whitehead	Vice-President
Tim Gilchrist	Treasurer
Gino Mulliqi	Secretary
Blake Brininstool	Board Member

Section 4. That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Borrower the Loan Agreement, including all attachments and exhibits thereto, the Series 2021 Note and the Sales Tax Remittance Agreement in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 5. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this 27th day of September 2021.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Gino Mulliqi, Secretary

GENERAL CERTIFICATE OF CORPORATION
SERIES 2021 NOTE

We, the undersigned duly authorized officers of the Board of Directors of the WYLIE ECONOMIC DEVELOPMENT CORPORATION (the “Corporation”) acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of September 29, 2021, (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) by and between Corporation and Government Capital Corporation authorizing the Corporation’s Series 2021 Note (as defined in the Loan Agreement), as follows:

1. That the Corporation is a nonprofit economic development corporation, validly created by the City of Wylie, Texas (the “City”) under Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. That as of the date of approval of the Loan Agreement by the Corporation, the following named persons constitute the members of the Board of Directors of Corporation:

<u>NAME</u>	<u>TITLE</u>
Demond Dawkins	President
Melisa Whitehead	Vice President
Gino Mulliqi	Secretary
Tim Gilchrist	Treasurer
Blake Brininstool	Member
Matthew Porter	Mayor, Ex-Officio Member
Chris Holsted	City Manager, Ex-Officio Member

3. The proceeds of the Series 2021 Note will be used to purchase real property located at 802 W Kirby Street, Wylie, Texas 75098 and to refinance prior outstanding debt of the Corporation (the “Project”).

4. The Board of Directors of the Corporation duly adopted by a majority vote a resolution (the “Resolution”) authorizing and approving the entering into the Loan Agreement, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas. The Resolution was considered and approved by the City Council of the City by resolution on September 28, 2021.

4. The following described instruments (collectively, the “Instruments”), as executed and delivered or authorized by the Corporation, are in substantially the same form and text as copies of such Instruments which were before and were approved or ratified by the Board

of Directors of the Corporation, and which the officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation:

- (a) the Loan Agreement;
- (b) the Series 2021 Note in the principal amount of \$8,108,000.00; and
- (c) the Sales Tax Remittance Agreement.

5. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

6. The representations and warranties of the Corporation contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

7. No litigation is pending or, to the best of Corporation's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

**WYLIE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Demond Dawkins, President

ATTEST:

By: _____
Gino Mulliqi, Secretary