

Wylie City Council Regular Meeting

October 27, 2026 – 6:00 PM

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



CALL TO ORDER

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

PRESENTATIONS & RECOGNITIONS

PR1. Shining the Wylie Way Students - Term 1.

PR2. NTMWD's 75th Anniversary.

PR3. Texas Arbor Day.

PR4. Municipal Court 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 the October 13, 2026 Regular City Council Meeting minutes.
- B. Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Presiding Municipal Court Judge for the City of Wylie effective November 1, 2026, setting terms and stipend of service.
- C. Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective November 1, 2026, setting terms and stipend of service.
- D. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2026.
- E. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2026.
- F. Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2026.
- G. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2026.

- H. Consider, and act upon, the approval of Amendment No. 1 in the estimated amount of \$81,200.00 authorizing the Interim City Manager to execute Amendment No. 1 to the professional services agreement with Kimley-Horn for the FM 544 Street Lighting and Signal Improvements project, including traffic signal design improvements along SH 78 from Alanis Drive to Wylie East Drive.
- I. Consider, and act upon, approval of the purchase of one (1) Frazer Type I 14' XT Ambulance Module from Frazer, LTD through the Houston-Galveston Area Council (HGAC) cooperative purchasing contract in a base amount of \$384,244.79, establishing a total project budget of \$402,000.00 (inclusive of a contingency for potential change orders), and authorizing the Interim City Manager to execute all necessary documents.
- J. Consider, and act upon, the approval to purchase MSA G1 Airpacks and associated safety systems equipment from CASCO Industries, LTD, through a Buyboard cooperative purchasing contract in the estimated amount of \$914,099.79, and authorize the Interim City Manager to execute all necessary documents.
- K. Consider, and act upon, approval of an agreement with Fuquay, Inc. for repairs and rehabilitation of Phase II of 1,195 feet of the 24-inch sewer main, through a Buyboard cooperative purchasing contract in the estimated amount of \$435,035.00, and authorize the Interim City Manager to execute all necessary documents.
- L. Consider, and act upon, Ordinance No. 2026-44 for a change in zoning from Planned Development - Commercial Corridor District (PD-CC) to Planned Development - Commercial Corridor (PD-CC) to allow for an additional drive-through restaurant and a health club on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2026-12).
- M. Consider, and act upon, Ordinance No. 2026-45 for a change in zoning from Planned Development Single-Family District (PD/SF) to Planned Development Single-Family (PD/SF) to remove references, rights and obligations with respect to the Stonehaven House. Property generally located at the northwest corner of Ballard Avenue and Alanis Drive (ZC 2026-13).
- N. Consider, and act upon, Ordinance No. 2026-46 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of one tract of land totaling 4.95 acres located at 1945 E. FM 544.
- O. Consider, and act upon, Resolution No. 2026-23(R), ratifying Lety Yanez as Acting City Manager in the absence of Renaé Ollie, Interim City Manager.

EXECUTIVE SESSION

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.

ES1. Consider and receive legal advice from the City Attorney regarding Trinity Valley Ranch, LLC v. City of Wylie, in Cause No. 493-02900, pending in the 493rd District Court in Collin County, Texas.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

REGULAR AGENDA

1. Consider, and act upon, the approval of a Cross Access Easement and Use Restriction Agreement between the City of Wylie, Texas and Costco Wholesale Corporation, and authorize the Mayor to execute the agreement.

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.

- ES2. Consider the sale or acquisition of properties located at Ballard/Brown, Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, FM 1378/Brown, FM 1378/Park, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Brown, and State Hwy 78/Skyview.

Sec. 551.087. 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).

- 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: 2022-10d, 2024-8d, 2024-12c, 2025-1a, 2025-10f, 2026-3e, and 2026-5j.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

- (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
 - (2) to hear a complaint or charge against an officer or employee.
- (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

- ES4. City Manager Contract.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on October 21, 2026, at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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 the October 13, 2026 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

October 13, 2026 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:01 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Scott Williams, Councilman Sid Hoover, and Mayor *Pro Tem* Gino Mulliqi.

Staff present included: Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Human Resources Director Jennifer Beck; Public Works Director Tommy Weir; Assistant Finance Director Ron Arp; Marketing and Communications Director Craig Kelly; Police Chief Anthony Henderson; Community Services Director Jasen Haskins; Parks and Recreation Director Carmen Powlen; Assistant Library Director Lisa Galletta; Wylie Economic Development Corporation Executive Director Jason Greiner; Animal Services Manager Chris Marren; Engineering Project Manager Hector Sanchez; Deputy City Secretary Mary Bradley; and various support staff.

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

Mayor Porter led the Invocation, and Councilman Strang led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Texas Chamber of Commerce Week.

Mayor Porter presented a proclamation proclaiming October 19 through October 23, 2026 as Texas Chamber of Commerce Week in Wylie, Texas. Members of the Wylie Chamber of Commerce and small business owners were present to receive the proclamation.

COMMENTS ON NON-AGENDA ITEMS

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

No one was present to address the City Council.

CONSENT AGENDA

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

A. Consider, and act upon, approval of the September 22, 2026 Regular City Council Meeting minutes.

- B. Consider, and act upon, Ordinance No. 2026-43 setting the time and place for all regular City Council Meetings in the 2027 calendar year.**
- C. Consider, and place on file, the Animal Shelter Advisory Board report to the City Council.**
- D. Consider, and act upon, a Final Plat for Lot 1, Block A of Wylie I.S.D. School Complex, creating one lot on 47.463 acres, generally located near 1400 Kreymer Lane.**
- E. Consider, and act upon, a Preliminary Plat for Dominion of Pleasant Valley Phase 9, creating 122 single-family residential lots and one open space lot on 54.935 acres, generally located at the southwest corner of Sachse Road and Dominion Drive.**

Mayor *Pro Tem* Mulliqi requested Item D be pulled from the Consent Agenda and be considered individually.

Council Action

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

REGULAR AGENDA

- D. Consider, and act upon, a Final Plat for Lot 1, Block A of Wylie I.S.D. School Complex, creating one lot on 47.463 acres, generally located near 1400 Kreymer Lane.**

Mayor *Pro Tem* Mulliqi asked staff for a description of the plat. Community Service Director Haskins stated that the Final Plat finalizes all the property lines, the fire lanes, water lines, and electrical lines for the Hampton Intermediate and Parker Junior High Schools that are already built and open.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Strang, to approve Item D as presented. A vote was taken, and the motion passed 7-0.

Mayor Porter stated that Items will be moved around on the Agenda; Council will now convene into two Executive Session Items.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 6:17 p.m.

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

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

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

Sec. 551.087. 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: 2022-10d, 2024-12c, 2025-1a, 2025-10f, 2026-3e, 2026-4b, and 2026-5j.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 7:38 p.m.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve the WEDC to enter into a Performance Agreement with Project 2022-10d, in an amount not to exceed \$9.5 million. A vote was taken and the motion passed 7-0.

REGULAR AGENDA

1. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Commercial Corridor - Special Use Permit (CC-SUP) to Commercial Corridor - Special Use Permit (CC-SUP) to allow for vehicle car sales on 4.118 acres located near 2021 N. State Highway 78 (ZC 2026-11).**

Staff Comments

Community Services Director Haskins presented this item and answered questions from Council. The applicant, Mr. Barzan Addulhameed, answered questions from Council.

Public Hearing

Mayor Porter opened the Public Hearing for Item 1 at 7:46 p.m.

Jacki Tobar, expressed concerns about access into or around the building and aesthetic standards.

Mayor Porter closed the Public Hearing for Item 1 at 7:49 p.m.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to deny Item 1 with prejudice. A vote was taken, and the motion passed 6-1, with Councilman Strang against.

2. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Planned Development - Commercial Corridor District (PD-CC) to Planned Development - Commercial Corridor (PD-CC) to allow for an additional drive-through restaurant and a health club on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2026-12).**

Staff Comments

Community Services Director Haskins presented the Item and answered questions from Council. Drew Danowski with Claymore Engineering and the applicant, Kerry Alberts, were present to answer questions from Council.

Public Hearing

Mayor Porter opened the Public Hearing for Item 2 at 8:17 p.m.

Jacki Tobar, expressed concerns about health club windows facing adjacent homes, opposed the proposed Goodwill location, and supported adding drive-through restaurants on the east side of the City.

Mayor Porter closed the Public Hearing for Item 2 at 8:20 p.m.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Hoover, to approve Item 2 as presented. A vote was taken, and the motion passed 6-1, with Councilman Strang against.

3. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Planned Development Single-Family District (PD2017-04) to Planned Development Single-Family (PD/SF) to remove references, rights and obligations with respect to the Stonehaven House. Property generally located at the northwest corner of Ballard Avenue and Alanis Drive (ZC 2026-13).**

Staff Comments

Deputy City Manager Ollie presented the Item and answered questions from Council.

Public Hearing

Mayor Porter opened the Public Hearing for Item 3 at 8:46 p.m. With no one addressing the Council, Mayor Porter closed the Public Hearing for Item 3 at 8:46 p.m.

Council Action

A motion was made by Councilman Pickens, seconded by Councilman Hoover, to approve Item 3 as presented. A vote was taken, and the motion passed 6-1 with Mayor *Pro Tem* Mulliqi against.

4. **Tabled from 09-22-2026**
Remove from table and consider

Council Action

A motion was made by Mayor Porter, seconded by Councilman Pickens, to remove Item 4 from the table and consider. A vote was taken, and the motion passed 7-0.

Consider, and act upon, Resolution No. 2026-18(R) authorizing the City Manager to execute an Advanced Funding Agreement (AFA) between the City of Wylie and Texas Department of Transportation (TxDOT) for the Congestion Mitigation Air Quality (CMAQ) Project and Surface Transportation Block Grant (STBG) to Kreymer Lane from State Highway 78 to Crescent Oak Street.

Staff Comments

Project Engineer Hector Sanchez presented the Item and answered questions from the Council.

Council Action

No Action was taken on Item 4.

5. **Consider, and act upon, Resolution No. 2026-20(R) evidencing support for the Wylie Police Department to establish and manage a training and professional development program in compliance with the Texas Commission on Law Enforcement (TCOLE) guidelines.**

Staff Comments

Police Chief Henderson presented the Item and answered questions from Council.

Council Action

A motion was made by Councilman Pickens, seconded by Councilman Williams, to approve Item 5 as presented. A vote was taken, and the motion passed 7-0.

6. **Consider, and act upon, Resolution No. 2026-21(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the Collin County Emergency Service District #1 for the provision of firefighting, fire protection, and emergency medical services.**

Staff Comments

Fire Chief Blythe presented the Item and answered questions from the Council. Mr. Kevin McGillis, President of Emergency Services District #1, answered questions from the Council.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to approve Item 6 as presented. A vote was taken, and the motion passed 7-0.

7. **Consider, and act upon, Resolution No. 2026-22(R) authorizing the City Manager of the City of Wylie, Texas, to execute an Interlocal Agreement by and between the City of Wylie and the Collin County Emergency Service District #1 for the performance of governmental functions and services, specifically emergency medical transport services.**

Staff Comments

Fire Chief Blythe presented the Item and answered questions from the Council. Mr. Kevin McGillis, President of Emergency Services District #1, answered questions from the Council.

Council Action

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

Mayor Porter recessed the Council at 9:32 p.m. and reconvened the Council at 9:40 p.m.

WORK SESSION

WS1. Discuss the contracted services with Inspiration regarding Fire and Emergency Medical Services.

Fire Chief Blythe addressed the Council, stating that the Water Control Improvement District Number 3, which holds the fire service contract for Inspiration, requested a reduction or elimination of the ten percent administrative fee. Mr. Ron Dawes, President of the Water Control Improvement District Number 3 Board, stated the fee for Inspiration residents increases each year based on the number of houses constructed. The development is split between the Water Control Improvement District and the Collin County Emergency Services District 1. Chief Blythe sought confirmation that the original agreement's intent remains what the Council wants: Inspiration residents pay the same amount as Wylie residents.

Council expressed concerns about reviewing and negotiating the contract terms every two years, with no penalty clause if Inspiration chooses another option. The Council directed staff to update the current contract and try to develop a longer-term agreement agreeable to the Council, the Board, and Inspiration's citizens.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 10:35 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 10:35 p.m.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

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

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

ES3. Appointment of Interim City Manager.**ES4. Deliberate the employment evaluation and appointment duties of the Interim City Manager.****RECONVENE INTO OPEN SESSION**

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 11:24 p.m.

REGULAR AGENDA**8. Consider, and act upon, the appointment of an Interim City Manager.****Council Action**

A motion was made by Mayor Porter, seconded by Councilman Strang, to appoint Renae Ollie as Interim City Manager. A vote was taken, and the motion passed 7-0.

9. Consider, and act upon, the approval of the Employment Agreement between the City of Wylie, Texas and Renaé Ollie, and authorize the Mayor to execute the agreement.**Council Action**

A motion was made by Mayor Porter, seconded by Councilman Pickens, to approve the Employment Agreement between the City of Wylie, Texas, and Renae Ollie, pending final review by the City Attorney. A vote was taken, and the motion passed 7-0.

READING OF ORDINANCES

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

Deputy City Secretary Bradley read the caption of Ordinance No. 2026-43 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Pickens, to adjourn the meeting at 11.30 p.m. A vote was taken, and the motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Mary Bradley, Deputy City Secretary



Wylie City Council

AGENDA REPORT

Department: Municipal Court
 Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Art Maldonado as Presiding Municipal Court Judge for the City of Wylie effective November 1, 2026, setting terms and stipend of service.

Recommendation

Motion to approve the Item as presented.

Discussion

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

The appointment of the Presiding Municipal Court Judge is for a two-year term effective November 1, 2026 through October 31, 2028, and may be renewed for another two year term. Compensation for services provided by the Municipal Court Judge is a set monthly rate of \$3,500.00 (average \$109.38 an hour based on 32 hours). Judge Maldonado presides over court dockets, performs video arraignments for the Wylie jail, and signs warrants after hours. Judge Art Maldonado has served the City for 19 years as the Presiding Municipal Court Judge. It is recommended that Judge Maldonado continue to provide service to the City as the Presiding Municipal Court Judge.

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – PRESIDING JUDGE

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

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

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

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

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

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

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

1. Scope of Services. Contractor shall provide judicial services as the presiding judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;

- (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
- (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (f) Establishing the times and days for the court dockets;
- (g) Performing such other functions within Wylie Municipal Court normally required of a municipal court presiding judge; and
- (h) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

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

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,500.00 per month of

Municipal Court Judicial Services Agreement – Presiding Judge

work actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party.

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

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

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Wylie about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of
Municipal Court Judicial Services Agreement – Presiding Judge

instruction annually in the performance of the duties of a municipal court presiding judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.

7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
 8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.
 9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
 10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
 11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.
 12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.
 13. Savings/Severability. In the event that a term, condition or provision of this Agreement is
- Municipal Court Judicial Services Agreement – Presiding Judge**

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

14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

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

If to Wylie, to: City of Wylie
Attn: City Manager, Brent Parker
300 Country Club Rd

Wylie, Texas
Email: brent.parker@wylietexas.gov

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

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

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Municipal Court
 Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Ashley McSwain as Associate Municipal Court Judge for the City of Wylie effective November 1, 2026, setting terms and stipend of service.

Recommendation

Motion to approve the Item as presented.

Discussion

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

The appointment of the Associate Municipal Court Judge is for a two year term effective November 1, 2026 through October 31, 2028, and may be renewed for another two (2) year term. Compensation for services provided by the Associate Municipal Court Judge is a set monthly rate of \$3,000.00. Judge McSwain works approximately 40 hours a month (\$75.00 an hour). She currently presides over court dockets, performs magistrates for the jail, signs warrants, and other judicial services as needed. Judge McSwain has served the City of Wylie for six years as the Associate Municipal Court Judge.

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

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – ASSOCIATE JUDGE

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

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

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

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

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

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

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

1. Scope of Services. Contractor shall provide judicial services as an associate judge in Wylie Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, “Services”). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
 - (b) Presiding over Wylie Municipal Court dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Wylie Municipal Court;

Municipal Court Judicial Services Agreement – Associate Judge

Page 1 of 7

- (c) Issuing appropriate rulings and orders in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (d) Perform magistrate, arraignment and warrant duties scheduled and assigned to Contractor;
- (e) Communicating with Wylie Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Wylie Municipal Court;
- (f) Performing such other functions within Wylie Municipal Court normally required of a municipal court associate judge; and
- (g) Providing Wylie timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Wylie Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.

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

2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until the second anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement or the City Charter. Wylie shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the presiding judge in accordance with Section 4.03 of the City Charter. Wylie is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Wylie at least thirty (30) days' prior written notice of the termination date. The term of this Agreement shall automatically terminate on the date that Contractor ceases to maintain all necessary qualifications to serve as a judge for the Wylie Municipal Court, including but not limited to being a licensed attorney in good standing and/or having two or more years of experience in the practice of law in Texas should the Wylie Municipal Court be converted to a municipal court of record.

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$75.00 per hour of work

Municipal Court Judicial Services Agreement – Associate Judge

actually performed by Contractor under this Agreement. Such amount shall be payable on a monthly basis at the time and in the manner determined by Wylie. Wylie is entitled to withhold, deduct and pay from such amount applicable income and other payroll taxes, but in no event shall such actions by Wylie alter the parties' independent contractor relationship or entitle Contractor to any employment, insurance, vacation or other benefits. In this regard, Contractor shall defend, indemnify and hold harmless Wylie from any and all liability which may result from the failure to withhold, and/or the withholding of, any sums from the monies payable to Contractor under this Agreement, including, but not limited to, any taxes, interest or penalties owed to the Internal Revenue Service or any other party. No time shall be charged or additional compensation shall be due for any travel to or from Wylie or for travel to any hearings, trials or other proceedings.

Contractor shall submit monthly invoices to Wylie for Services actually provided by Contractor in accordance with this Agreement. The invoices shall include the length of time spent performing the work recorded in increments equal to the tenth of an hour, the date the work was performed and the fee for the work. All invoices shall be submitted as soon as possible after the end of each calendar month, but in no event later than the fifth (5th) day of the next calendar month. Invoices are payable by Wylie within thirty (30) business days of Wylie's receipt of each such invoice, unless a dispute arises as to any charge contained in the invoice, in which case Wylie shall pay the undisputed amount of the invoice as provided above and shall pay the remaining amount, if any, after resolution of the dispute as soon after resolution as is reasonable provided. Notwithstanding anything to the contrary herein, Wylie shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

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

4. Cooperation. Contractor acknowledges that Wylie is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Wylie Municipal Court, and Contractor agrees to fully cooperate with Wylie and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Wylie Municipal Court.
5. Conflicts. Wylie recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Wylie, in an adversarial capacity before the Wylie City Council or any of its courts, agencies, boards or commissions, or in a matter that Wylie determines is adverse to the interests of Wylie. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall

immediately communicate with Wylie about the perceived potential conflict.

6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court associate judge as required by the laws of the State of Texas and any applicable rule or statute. Wylie shall pay the reasonable cost of such required training, including required books and materials upon receipt by Wylie of written invoices for the same. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement.
7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Wylie Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Wylie except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.
9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Wylie City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Wylie assumes no such responsibility or liability. Wylie shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Wylie in writing.

12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Wylie.
13. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Wylie and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

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

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

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

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

herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Wylie has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Wylie, including during the term of this Agreement.
26. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on October 21, 2026.

August Rev/Exp Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 08/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Revenue							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	5,389,434.00	5,389,434.00	526,619.20	3,821,412.94	-1,568,021.06	29.09 %
	Category: 400 - Taxes Total:	5,389,434.00	5,389,434.00	526,619.20	3,821,412.94	-1,568,021.06	29.09%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	10,000.00	10,000.00	23,648.63	296,958.08	286,958.08	2,969.58 %
	Category: 460 - Interest Income Total:	10,000.00	10,000.00	23,648.63	296,958.08	286,958.08	2,869.58%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	22,800.00	22,800.00	2,300.00	27,400.00	4,600.00	120.18 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,898,313.00	2,898,313.00	0.00	482,774.10	-2,415,538.90	83.34 %
	Category: 480 - Miscellaneous Income Total:	2,921,113.00	2,921,113.00	2,300.00	510,174.10	-2,410,938.90	82.53%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00 %
	Category: 490 - Transfers In & Other Financing Sources Total:	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00%
	Revenue Total:	8,320,547.00	17,920,547.00	552,567.83	14,228,545.12	-3,692,001.88	20.60%
Expense							
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	549,044.03	549,044.03	42,713.40	492,869.20	56,174.83	10.23 %
111-5611-51140	LONGEVITY PAY	3,089.89	3,089.89	0.00	3,088.00	1.89	0.06 %
111-5611-51310	TMRS	89,445.70	89,445.70	6,919.57	78,437.23	11,008.47	12.31 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	90,827.45	90,827.45	3,527.34	58,706.67	32,120.78	35.36 %
111-5611-51420	LONG-TERM DISABILITY	2,031.46	2,031.46	79.04	928.04	1,103.42	54.32 %
111-5611-51440	FICA	34,232.30	34,232.30	2,559.62	29,683.43	4,548.87	13.29 %
111-5611-51450	MEDICARE	8,005.94	8,005.94	598.62	6,942.05	1,063.89	13.29 %
111-5611-51470	WORKERS COMP PREMIUM	552.13	552.13	0.00	395.52	156.61	28.36 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	702.00	702.00	0.00	1,023.72	-321.72	-45.83 %
	Category: 510 - Personnel Services Total:	777,930.90	777,930.90	56,397.59	672,073.86	105,857.04	13.61%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	269.76	3,335.01	1,664.99	33.30 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	25.20	218.68	81.32	27.11 %
111-5611-52810	FOOD SUPPLIES	3,000.00	5,300.00	522.22	4,088.74	1,211.26	22.85 %
	Category: 520 - Supplies Total:	8,300.00	10,600.00	817.18	7,642.43	2,957.57	27.90%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	1,000.00	0.00	0.00	1,000.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	0.00	1,975.00	5,675.00	74.18 %
	Category: 540 - Materials for Maintenance Total:	10,150.00	8,650.00	0.00	1,975.00	6,675.00	77.17%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,510,000.00	1,510,000.00	0.00	176,500.00	1,333,500.00	88.31 %
111-5611-56040	SPECIAL SERVICES	87,270.00	232,270.00	18,406.42	198,951.42	33,318.58	14.34 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	221,000.00	221,000.00	20,110.64	40,327.74	180,672.26	81.75 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTUR	3,200,000.00	3,200,000.00	0.00	922,590.86	2,277,409.14	71.17 %
111-5611-56080	ADVERTISING	276,125.00	276,125.00	7,349.00	219,435.41	56,689.59	20.53 %
111-5611-56090	COMMUNITY DEVELOPMENT	74,450.00	74,450.00	4,471.98	42,588.75	31,861.25	42.80 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	670.02	4,745.57	3,154.43	39.93 %
111-5611-56180	RENTAL	50,000.00	50,000.00	4,000.00	37,000.00	13,000.00	26.00 %
111-5611-56210	TRAVEL & TRAINING	95,500.00	89,700.00	1,597.89	61,433.76	28,266.24	31.51 %
111-5611-56250	DUES & SUBSCRIPTIONS	91,053.00	96,053.00	4,387.06	85,589.36	10,463.64	10.89 %
111-5611-56310	INSURANCE	6,800.00	6,800.00	0.00	2,464.16	4,335.84	63.76 %
111-5611-56510	AUDIT & LEGAL SERVICES	53,000.00	53,000.00	2,812.38	41,460.58	11,539.42	21.77 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-5611-56570	ENGINEERING/ARCHITECTURAL	960,300.00	960,300.00	39,294.29	335,884.77	624,415.23	65.02 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	249.68	2,049.91	350.09	14.59 %
Category: 560 - Contractual Services Total:		6,635,798.00	6,779,998.00	103,349.36	2,171,022.29	4,608,975.71	67.98%
Category: 570 - Debt Service & Capital Replacement							
111-5611-57410	PRINCIPAL PAYMENT	818,019.85	934,504.85	89,675.05	849,868.56	84,636.29	9.06 %
111-5611-57415	INTEREST EXPENSE	1,065,228.95	1,380,309.95	135,521.72	1,195,730.07	184,579.88	13.37 %
Category: 570 - Debt Service & Capital Replacement Total:		1,883,248.80	2,314,814.80	225,196.77	2,045,598.63	269,216.17	11.63%
Category: 580 - Capital Outlay							
111-5611-58110	LAND-PURCHASE PRICE	1,000,000.00	12,251,614.39	0.00	11,812,650.65	438,963.74	3.58 %
111-5611-58995	CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-11,812,650.65	11,812,650.65	0.00 %
Category: 580 - Capital Outlay Total:		1,000,000.00	12,251,614.39	0.00	0.00	12,251,614.39	100.00%
Expense Total:		10,315,427.70	22,143,608.09	385,760.90	4,898,312.21	17,245,295.88	77.88%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):		-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00	320.94%
Report Surplus (Deficit):		-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00	320.94%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
Revenue						
400 - Taxes	5,389,434.00	5,389,434.00	526,619.20	3,821,412.94	-1,568,021.06	29.09%
460 - Interest Income	10,000.00	10,000.00	23,648.63	296,958.08	286,958.08	2,869.58%
480 - Miscellaneous Income	2,921,113.00	2,921,113.00	2,300.00	510,174.10	-2,410,938.90	82.53%
490 - Transfers In & Other Financing Sources	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00%
Revenue Total:	8,320,547.00	17,920,547.00	552,567.83	14,228,545.12	-3,692,001.88	20.60%
Expense						
510 - Personnel Services	777,930.90	777,930.90	56,397.59	672,073.86	105,857.04	13.61%
520 - Supplies	8,300.00	10,600.00	817.18	7,642.43	2,957.57	27.90%
540 - Materials for Maintenance	10,150.00	8,650.00	0.00	1,975.00	6,675.00	77.17%
560 - Contractual Services	6,635,798.00	6,779,998.00	103,349.36	2,171,022.29	4,608,975.71	67.98%
570 - Debt Service & Capital Replacement	1,883,248.80	2,314,814.80	225,196.77	2,045,598.63	269,216.17	11.63%
580 - Capital Outlay	1,000,000.00	12,251,614.39	0.00	0.00	12,251,614.39	100.00%
Expense Total:	10,315,427.70	22,143,608.09	385,760.90	4,898,312.21	17,245,295.88	77.88%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00	320.94%
Report Surplus (Deficit):	-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00	320.94%

Budget Report

For Fiscal: 2025-2026 Period Ending: 08/31/2026

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CC	-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00
Report Surplus (Deficit):	-1,994,880.70	-4,223,061.09	166,806.93	9,330,232.91	13,553,294.00

Balance Sheet

Account Summary

As Of 08/31/2026

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	9,893,637.35
111-1000-10135	ESCROW	0.00
111-1000-10180	DEPOSITS	2,000.00
111-1000-10198	OTHER - MISC CLEARING	0.00
111-1000-10341	TEXPOOL	0.00
111-1000-10343	LOGIC	0.00
111-1000-10481	INTEREST RECEIVABLE	0.00
111-1000-11511	ACCTS REC - MISC	0.00
111-1000-11517	ACCTS REC - SALES TAX	0.00
111-1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	762,500.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	27,000,191.46
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	3,945,000.00
Total Assets:		41,603,328.81
		<u>41,603,328.81</u>
Liability		
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	-3,338.45
111-2000-20117	TMRS PAYABLE	0.00
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
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	0.00
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	0.00
111-2000-20133	Unemployment Comp Payable	-37.72
111-2000-20136	HSA PAYABLE	500.00
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	50.19
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	2,900.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	11,569.36
111-2000-20540	NOTES PAYABLE	3,945,000.00
111-2000-20610	RETAINAGE PAYABLE	328,120.71
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

Balance Sheet

As Of 08/31/2026

Account	Name	Balance
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		4,285,964.09
Equity		
111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,987,131.81
Total Beginning Equity:		27,987,131.81
Total Revenue		14,228,545.12
Total Expense		4,898,312.21
Revenues Over/Under Expenses		9,330,232.91
Total Equity and Current Surplus (Deficit):		37,317,364.72
Total Liabilities, Equity and Current Surplus (Deficit):		<u>41,603,328.81</u>

Balance Sheet

As Of 08/31/2026

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	
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	56,380.29	
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,532.00	
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48	
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	54,546.78	
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-21,578.41	
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-3,476.00	
	Total Assets:	87,405.14	<u>87,405.14</u>
Liability			
922-2000-20310	COMPENSATED ABSENCES PAYABLE	47,001.64	
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	32,300.82	
922-2000-21410	ACCRUED INTEREST PAYABLE	44,848.94	
922-2000-28205	WEDC LOANS/CURRENT	90,052.24	
922-2000-28246	GOVCAP LOAN/KIRBY	6,602,913.51	
922-2000-28247	JARRARD LOAN	9,258.28	
922-2000-28248	GOVCAP LOAN/SERIES 2022	6,993,178.75	
922-2000-28249	GOVCAP LOAN/SERIES 2025	6,628,557.20	
922-2000-28251	GOVCAP LOAN/SERIES 2026	9,483,515.28	
922-2000-29150	NET PENSION LIABILITY	220,716.17	
922-2000-29151	SDBF LIABILITY	7,871.00	
	Total Liability:	30,160,213.83	
Equity			
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-21,202,413.25	
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00	
	Total Beginning Equity:	-21,322,677.25	
Total Revenue		-9,600,000.00	
Total Expense		-849,868.56	
Revenues Over/Under Expenses		-8,750,131.44	
	Total Equity and Current Surplus (Deficit):	-30,072,808.69	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>87,405.14</u>

Wylie Economic Development Corporation
Statement of Net Position
As of August 31, 2026

Assets

Cash and cash equivalents	\$	9,895,637.35	
Receivables	\$	762,500.00	Note 1
Inventories	\$	27,000,191.46	
Prepaid Items	\$	-	
Total Assets	\$	37,658,328.81	

Deferred Outflows of Resources

Pensions	\$	112,459.55
Total deferred outflows of resources	\$	112,459.55

Liabilities

Accounts Payable and other current liabilities	\$	339,764.09	
Unearned Revenue	\$	1,200.00	Note 2
Non current liabilities:			
Due within one year	\$	167,202.00	Note 3
Due in more than one year	\$	29,993,011.83	
Total Liabilities	\$	30,501,177.92	

Deferred Inflows of Resources

Pensions	\$	(25,054.41)
Total deferred inflows of resources	\$	(25,054.41)

Net Position

Net investment in capital assets	\$	-
Unrestricted	\$	7,244,556.03
Total Net Position	\$	7,244,556.03

Note 1: Includes incentives in the form of forgivable loans for \$337,500 (Phoenix Ascending), and \$425,000 (Cates/Lanspring)

Note 2: Deposits from rental property

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

Wylie Economic Development Corporation

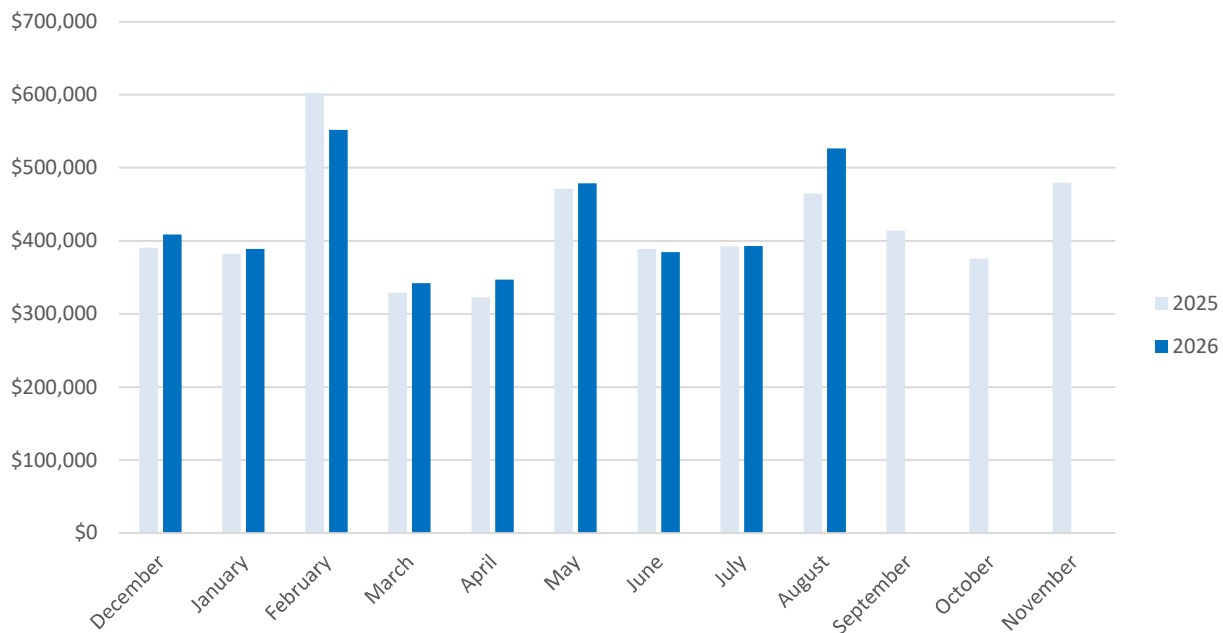
SALES TAX REPORT

August 31, 2026

BUDGETED YEAR

MONTH	FY 2023	FY 2024	FY 2025	FY 2026	DIFF 25 vs. 26	% DIFF 25 vs. 26
DECEMBER	\$ 338,726.54	\$ 374,686.38	\$ 390,604.04	\$ 408,728.64	\$ 18,124.60	4.64%
JANUARY	\$ 368,377.73	\$ 393,994.39	\$ 382,610.55	\$ 388,798.25	\$ 6,187.71	1.62%
FEBRUARY	\$ 480,381.11	\$ 265,491.94	\$ 602,324.24	\$ 551,977.23	\$ (50,347.01)	-8.36%
MARCH	\$ 313,686.17	\$ 577,757.71	\$ 329,048.32	\$ 342,089.27	\$ 13,040.96	3.96%
APRIL	\$ 310,050.94	\$ 341,335.06	\$ 322,976.93	\$ 347,091.95	\$ 24,115.02	7.47%
MAY	\$ 434,878.33	\$ 448,671.55	\$ 471,458.46	\$ 478,508.93	\$ 7,050.47	1.50%
JUNE	\$ 330,236.89	\$ 377,949.25	\$ 388,872.57	\$ 384,581.84	\$ (4,290.74)	-1.10%
JULY	\$ 379,162.00	\$ 374,225.20	\$ 392,577.13	\$ 393,017.64	\$ 440.51	0.11%
AUGUST	\$ 448,253.70	\$ 463,185.29	\$ 464,675.10	\$ 526,619.20	\$ 61,944.11	13.33%
SEPTEMBER	\$ 371,880.65	\$ 408,571.56	\$ 413,833.25	\$ -		
OCTOBER	\$ 377,466.67	\$ 402,154.81	\$ 376,060.96	\$ -		
NOVEMBER	\$ 458,694.91	\$ 446,217.04	\$ 479,646.12	\$ -		
Sub-Total	\$ 4,611,795.64	\$ 4,874,240.18	\$ 5,014,687.65	\$ 3,821,412.95	\$ 76,265.62	2.04%
Total	\$ 4,611,795.64	\$ 4,874,240.18	\$ 5,014,687.65	\$ 3,821,412.95	\$ 76,265.62	2.04%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: August SlsTx Revenue is actually June SlsTx and is therefore the 9th allocation in FY26.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

August 31, 2026

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE						REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031				
AMERICAN ENTITLEMENTS II	\$ 35,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 35,000.00	A
GLEN ECHO BREWING	\$ 100,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 100,000.00	
PHOENIX ASCENDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	B
CATES/LANSRING INVESTMENTS	\$ 600,000.00	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	\$ 600,000.00	C
SCSD	\$ 1,200,000.00	\$ -	\$ 600,000.00	\$ 600,000.00	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ 1,200,000.00	
TEXSTONE/TSP CP WYLIE	\$ 2,000,000.00	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	
MANN-MADE/G01 ENTERPRISES	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	
HELM DENTAL LABORATORY	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
TOWER	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00				\$ 50,000.00		\$ 100,000.00	
	<u>\$ 4,080,000.00</u>	<u>\$ 125,000.00</u>	<u>\$ 1,900,000.00</u>	<u>\$ 1,900,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,850,000.00</u>	<u>\$ 105,000.00</u>	<u>\$ 4,080,000.00</u>	
Deferred Outflows							\$ 3,945,000.00			

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

B. Forgivable Land Grant (\$450,000 forgiven over 4 years). \$112,500 CO & \$112,500/year in 2027, 2028, & 2029.

C. Performance Agreement (\$600,000) and Forgivable Land Grant (\$425,000 forgiven over 4 years) \$106,250 CO, \$106,250 in 2027, \$106,250 in 2028, \$106,250 in 2029



Wylie City Council

AGENDA REPORT

Department: WEDC
Prepared By: Jason Greiner

Account Code: _____

Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of September 30, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on October 21, 2026.

September Rev/Exp Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP							
Category: 400 - Taxes							
111-4000-40210	SALES TAX	5,389,434.00	5,389,434.00	614,430.48	4,435,843.42	-953,590.58	17.69 %
	Category: 400 - Taxes Total:	5,389,434.00	5,389,434.00	614,430.48	4,435,843.42	-953,590.58	17.69%
Category: 460 - Interest Income							
111-4000-46110	ALLOCATED INTEREST EARNINGS	10,000.00	10,000.00	23,961.25	320,919.33	310,919.33	3,209.19 %
	Category: 460 - Interest Income Total:	10,000.00	10,000.00	23,961.25	320,919.33	310,919.33	3,109.19%
Category: 480 - Miscellaneous Income							
111-4000-48110	RENTAL INCOME	22,800.00	22,800.00	400.00	27,800.00	5,000.00	121.93 %
111-4000-48430	GAIN/(LOSS) SALE OF CAP ASSETS	2,898,313.00	2,898,313.00	0.00	482,774.10	-2,415,538.90	83.34 %
	Category: 480 - Miscellaneous Income Total:	2,921,113.00	2,921,113.00	400.00	510,574.10	-2,410,538.90	82.52%
Category: 490 - Transfers In & Other Financing Sources							
111-4000-49325	BANK NOTE PROCEEDS	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00 %
	Category: 490 - Transfers In & Other Financing Sources Total:	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00%
Category: 510 - Personnel Services							
111-5611-51110	SALARIES	549,044.03	549,044.03	35,072.92	527,942.12	21,101.91	3.84 %
111-5611-51140	LONGEVITY PAY	3,089.89	3,089.89	0.00	3,088.00	1.89	0.06 %
111-5611-51310	TMRS	89,445.70	89,445.70	5,463.38	83,900.61	5,545.09	6.20 %
111-5611-51410	HOSPITAL & LIFE INSURANCE	90,827.45	90,827.45	3,514.23	62,220.90	28,606.55	31.50 %
111-5611-51420	LONG-TERM DISABILITY	2,031.46	2,031.46	67.22	995.26	1,036.20	51.01 %
111-5611-51440	FICA	34,232.30	34,232.30	2,085.64	31,769.07	2,463.23	7.20 %
111-5611-51450	MEDICARE	8,005.94	8,005.94	487.77	7,429.82	576.12	7.20 %
111-5611-51470	WORKERS COMP PREMIUM	552.13	552.13	0.00	395.52	156.61	28.36 %
111-5611-51480	UNEMPLOYMENT COMP (TWC)	702.00	702.00	0.00	1,023.72	-321.72	-45.83 %
	Category: 510 - Personnel Services Total:	777,930.90	777,930.90	46,691.16	718,765.02	59,165.88	7.61%
Category: 520 - Supplies							
111-5611-52010	OFFICE SUPPLIES	5,000.00	5,000.00	163.75	3,498.76	1,501.24	30.02 %
111-5611-52040	POSTAGE & FREIGHT	300.00	300.00	0.00	218.68	81.32	27.11 %
111-5611-52810	FOOD SUPPLIES	3,000.00	5,300.00	272.20	4,360.94	939.06	17.72 %
	Category: 520 - Supplies Total:	8,300.00	10,600.00	435.95	8,078.38	2,521.62	23.79%
Category: 540 - Materials for Maintenance							
111-5611-54610	FURNITURE & FIXTURES	2,500.00	1,000.00	0.00	0.00	1,000.00	100.00 %
111-5611-54810	COMPUTER HARD/SOFTWARE	7,650.00	7,650.00	0.00	1,975.00	5,675.00	74.18 %
	Category: 540 - Materials for Maintenance Total:	10,150.00	8,650.00	0.00	1,975.00	6,675.00	77.17%
Category: 560 - Contractual Services							
111-5611-56030	INCENTIVES	1,510,000.00	1,510,000.00	0.00	176,500.00	1,333,500.00	88.31 %
111-5611-56040	SPECIAL SERVICES	87,270.00	232,270.00	10,655.34	209,606.76	22,663.24	9.76 %
111-5611-56041	SPECIAL SERVICES-REAL ESTATE	221,000.00	221,000.00	601.96	40,929.70	180,070.30	81.48 %
111-5611-56042	SPECIAL SERVICES-INFRASTRUCTUR	3,200,000.00	3,200,000.00	0.00	922,590.86	2,277,409.14	71.17 %
111-5611-56080	ADVERTISING	276,125.00	276,125.00	13,541.20	232,976.61	43,148.39	15.63 %
111-5611-56090	COMMUNITY DEVELOPMENT	74,450.00	74,450.00	5,400.00	47,988.75	26,461.25	35.54 %
111-5611-56110	COMMUNICATIONS	7,900.00	7,900.00	518.06	5,263.63	2,636.37	33.37 %
111-5611-56180	RENTAL	50,000.00	50,000.00	4,000.00	41,000.00	9,000.00	18.00 %
111-5611-56210	TRAVEL & TRAINING	95,500.00	89,700.00	640.93	62,074.69	27,625.31	30.80 %
111-5611-56250	DUES & SUBSCRIPTIONS	91,053.00	96,053.00	7,552.47	93,141.83	2,911.17	3.03 %
111-5611-56310	INSURANCE	6,800.00	6,800.00	0.00	2,464.16	4,335.84	63.76 %
111-5611-56510	AUDIT & LEGAL SERVICES	53,000.00	53,000.00	0.00	41,460.58	11,539.42	21.77 %
111-5611-56570	ENGINEERING/ARCHITECTURAL	960,300.00	960,300.00	140,060.71	475,945.48	484,354.52	50.44 %
111-5611-56610	UTILITIES-ELECTRIC	2,400.00	2,400.00	0.00	2,049.91	350.09	14.59 %
	Category: 560 - Contractual Services Total:	6,635,798.00	6,779,998.00	182,970.67	2,353,992.96	4,426,005.04	65.28%

Budget Report

For Fiscal: 2025-2026 Period Ending: 09/30/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 570 - Debt Service & Capital Replacement						
111-5611-57410 PRINCIPAL PAYMENT	818,019.85	934,504.85	90,052.24	939,920.80	-5,415.95	-0.58 %
111-5611-57415 INTEREST EXPENSE	1,065,228.95	1,380,309.95	135,144.53	1,330,874.60	49,435.35	3.58 %
Category: 570 - Debt Service & Capital Replacement Total:	1,883,248.80	2,314,814.80	225,196.77	2,270,795.40	44,019.40	1.90%
Category: 580 - Capital Outlay						
111-5611-58110 LAND-PURCHASE PRICE	1,000,000.00	12,251,614.39	0.00	11,812,650.65	438,963.74	3.58 %
111-5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	-11,812,650.65	11,812,650.65	0.00 %
Category: 580 - Capital Outlay Total:	1,000,000.00	12,251,614.39	0.00	0.00	12,251,614.39	100.00%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18	325.28%
Report Surplus (Deficit):	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18	325.28%

Budget Report

For Fiscal: 2025-2026 Period Ending: 09/30/2026

Group Summary

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - WYLIE ECONOMIC DEVEL CORP						
400 - Taxes	5,389,434.00	5,389,434.00	614,430.48	4,435,843.42	-953,590.58	17.69%
460 - Interest Income	10,000.00	10,000.00	23,961.25	320,919.33	310,919.33	3,109.19%
480 - Miscellaneous Income	2,921,113.00	2,921,113.00	400.00	510,574.10	-2,410,538.90	82.52%
490 - Transfers In & Other Financing Sources	0.00	9,600,000.00	0.00	9,600,000.00	0.00	0.00%
510 - Personnel Services	777,930.90	777,930.90	46,691.16	718,765.02	59,165.88	7.61%
520 - Supplies	8,300.00	10,600.00	435.95	8,078.38	2,521.62	23.79%
540 - Materials for Maintenance	10,150.00	8,650.00	0.00	1,975.00	6,675.00	77.17%
560 - Contractual Services	6,635,798.00	6,779,998.00	182,970.67	2,353,992.96	4,426,005.04	65.28%
570 - Debt Service & Capital Replacement	1,883,248.80	2,314,814.80	225,196.77	2,270,795.40	44,019.40	1.90%
580 - Capital Outlay	1,000,000.00	12,251,614.39	0.00	0.00	12,251,614.39	100.00%
Fund: 111 - WYLIE ECONOMIC DEVEL CORP Surplus (Deficit):	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18	325.28%
Report Surplus (Deficit):	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18	325.28%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
111 - WYLIE ECONOMIC DEVEL CC	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18
Report Surplus (Deficit):	-1,994,880.70	-4,223,061.09	183,497.18	9,513,730.09	13,736,791.18

Balance Sheet

Account Summary

As Of 09/30/2026

Account	Name	Balance
Fund: 111 - WYLIE ECONOMIC DEVEL CORP		
Assets		
111-1000-10110	CLAIM ON CASH AND CASH EQUIV.	10,074,234.63
111-1000-10135	ESCROW	0.00
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
111-1000-12996	LOAN RECEIVABLE	0.00
111-1000-12998	ACCTS REC - FORGIVEABLE LOANS	762,500.00
111-1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
111-1000-14116	INVENTORY - LAND & BUILDINGS	27,000,191.46
111-1000-14310	PREPAID EXPENSES - MISC	0.00
111-1000-14410	DEFERRED OUTFLOWS	3,945,000.00
Total Assets:		41,783,926.09
		<u>41,783,926.09</u>
Liability		
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	-3,338.35
111-2000-20117	TMRS PAYABLE	0.00
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
111-2000-20126	ICMA PAYABLE	0.00
111-2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
111-2000-20130	FLEXIBLE SPENDING ACCOUNT	0.00
111-2000-20131	EDWARD JONES DEFERRED COMP	0.00
111-2000-20132	EMP CARE FLITE	0.00
111-2000-20133	Unemployment Comp Payable	-37.72
111-2000-20136	HSA PAYABLE	500.00
111-2000-20151	ACCRUED WAGES PAYABLE	0.00
111-2000-20180	ADDIT EMPLOYEE INSUR PAY	50.19
111-2000-20199	MISC PAYROLL PAYABLE	0.00
111-2000-20201	AP PENDING	0.00
111-2000-20210	ACCOUNTS PAYABLE	0.00
111-2000-20530	PROPERTY TAXES PAYABLE	11,569.36
111-2000-20540	NOTES PAYABLE	3,945,000.00
111-2000-20610	RETAINAGE PAYABLE	328,120.71

Balance Sheet

As Of 09/30/2026

Account	Name	Balance
111-2000-20810	DUE TO GENERAL FUND	0.00
111-2000-22270	DEFERRED INFLOW	0.00
111-2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00
111-2000-22280	DEFERRED INFLOW - LEASE INT	0.00
111-2000-22915	RENTAL DEPOSITS	1,200.00
Total Liability:		4,283,064.19

Equity

111-3000-34110	FUND BALANCE - RESERVED	0.00
111-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	27,987,131.81
Total Beginning Equity:		27,987,131.81
Total Revenue		14,867,336.85
Total Expense		5,353,606.76
Revenues Over/Under Expenses		9,513,730.09
Total Equity and Current Surplus (Deficit):		37,500,861.90
Total Liabilities, Equity and Current Surplus (Deficit):		<u>41,783,926.09</u>

Balance Sheet

As Of 09/30/2026

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	
922-1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	56,380.29	
922-1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	1,532.00	
922-1000-19075	DEF OUTFLOW - INVESTMENT EXP	0.48	
922-1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	54,546.78	
922-1000-19125	(GAIN)/LOSS ON ASSUMPTION CHGS	-21,578.41	
922-1000-19126	DEF INFLOW SDBF CONTRIBUTIONS	-3,476.00	
	Total Assets:	87,405.14	<u>87,405.14</u>
Liability			
922-2000-20126	ICMA PAYABLE	0.00	
922-2000-20310	COMPENSATED ABSENCES PAYABLE	47,001.64	
922-2000-20311	COMP ABSENCES PAYABLE-CURRENT	32,300.82	
922-2000-21410	ACCRUED INTEREST PAYABLE	44,848.94	
922-2000-28205	WEDC LOANS/CURRENT	0.00	
922-2000-28246	GOVCAP LOAN/KIRBY	6,602,913.51	
922-2000-28247	JARRARD LOAN	9,258.28	
922-2000-28248	GOVCAP LOAN/SERIES 2022	6,993,178.75	
922-2000-28249	GOVCAP LOAN/SERIES 2025	6,628,557.20	
922-2000-28251	GOVCAP LOAN/SERIES 2026	9,483,515.28	
922-2000-29150	NET PENSION LIABILITY	220,716.17	
922-2000-29151	SDBF LIABILITY	7,871.00	
	Total Liability:	30,070,161.59	
Equity			
922-3000-34590	FUND BALANCE-UNRESERV/UNDESIG	-21,202,413.25	
922-3000-35900	UNRESTRICTED NET POSITION	-120,264.00	
	Total Beginning Equity:	-21,322,677.25	
Total Revenue		-9,600,000.00	
Total Expense		-939,920.80	
Revenues Over/Under Expenses		-8,660,079.20	
	Total Equity and Current Surplus (Deficit):	-29,982,756.45	
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>87,405.14</u>	

Wylie Economic Development Corporation
Statement of Net Position
As of September 30, 2026

Assets

Cash and cash equivalents	\$	10,076,234.63	
Receivables	\$	762,500.00	Note 1
Inventories	\$	27,000,191.46	
Prepaid Items	\$	-	
Total Assets	\$	37,838,926.09	

Deferred Outflows of Resources

Pensions	\$	112,459.55
Total deferred outflows of resources	\$	112,459.55

Liabilities

Accounts Payable and other current liabilities	\$	336,864.19	
Unearned Revenue	\$	1,200.00	Note 2
Non current liabilities:			
Due within one year	\$	77,149.76	Note 3
Due in more than one year	\$	29,993,011.83	
Total Liabilities	\$	30,408,225.78	

Deferred Inflows of Resources

Pensions	\$	(25,054.41)
Total deferred inflows of resources	\$	(25,054.41)

Net Position

Net investment in capital assets	\$	-
Unrestricted	\$	7,518,105.45
Total Net Position	\$	7,518,105.45

Note 1: Includes incentives in the form of forgivable loans for \$337,500 (Phoenix Ascending), and \$425,000 (Cates/Lanspring)

Note 2: Deposits from rental property

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

Wylie Economic Development Corporation

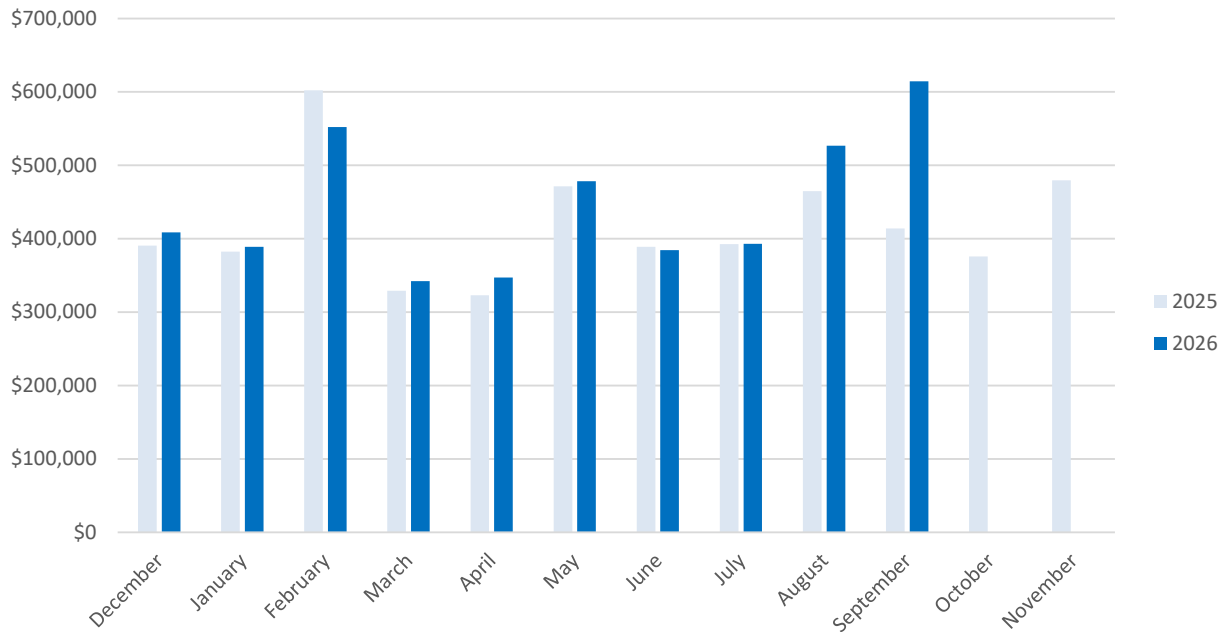
SALES TAX REPORT

September 30, 2026

BUDGETED YEAR

MONTH	FY 2023	FY 2024	FY 2025	FY 2026	DIFF 25 vs. 26	% DIFF 25 vs. 26
DECEMBER	\$ 338,726.54	\$ 374,686.38	\$ 390,604.04	\$ 408,728.64	\$ 18,124.60	4.64%
JANUARY	\$ 368,377.73	\$ 393,994.39	\$ 382,610.55	\$ 388,798.25	\$ 6,187.71	1.62%
FEBRUARY	\$ 480,381.11	\$ 265,491.94	\$ 602,324.24	\$ 551,977.23	\$ (50,347.01)	-8.36%
MARCH	\$ 313,686.17	\$ 577,757.71	\$ 329,048.32	\$ 342,089.27	\$ 13,040.96	3.96%
APRIL	\$ 310,050.94	\$ 341,335.06	\$ 322,976.93	\$ 347,091.95	\$ 24,115.02	7.47%
MAY	\$ 434,878.33	\$ 448,671.55	\$ 471,458.46	\$ 478,508.93	\$ 7,050.47	1.50%
JUNE	\$ 330,236.89	\$ 377,949.25	\$ 388,872.57	\$ 384,581.84	\$ (4,290.74)	-1.10%
JULY	\$ 379,162.00	\$ 374,225.20	\$ 392,577.13	\$ 393,017.64	\$ 440.51	0.11%
AUGUST	\$ 448,253.70	\$ 463,185.29	\$ 464,675.10	\$ 526,619.20	\$ 61,944.11	13.33%
SEPTEMBER	\$ 371,880.65	\$ 408,571.56	\$ 413,833.25	\$ 614,430.48	\$ 200,597.23	48.47%
OCTOBER	\$ 377,466.67	\$ 402,154.81	\$ 376,060.96	\$ -		
NOVEMBER	\$ 458,694.91	\$ 446,217.04	\$ 479,646.12	\$ -		
Sub-Total	\$ 4,611,795.64	\$ 4,874,240.18	\$ 5,014,687.65	\$ 4,435,843.43	\$ 276,862.85	6.657%
Total	\$ 4,611,795.64	\$ 4,874,240.18	\$ 5,014,687.65	\$ 4,435,843.43	\$ 276,862.85	6.657%

WEDC Sales Tax Analysis



*** Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.
 Example: September SlsTx Revenue is actually July SlsTx and is therefore the 10th allocation in FY26.

Wylie Economic Development Corporation

PERFORMANCE AGREEMENT REPORT

September 30, 2026

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE						REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031			
AMERICAN ENTITLEMENTS II	\$ 35,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 35,000.00
GLEN ECHO BREWING	\$ 100,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 100,000.00
PHOENIX ASCENDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CATES/LANSRING INVESTMENTS	\$ 600,000.00	\$ -	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ 600,000.00	\$ -	\$ 600,000.00
SCSD	\$ 1,200,000.00	\$ -	\$ 600,000.00	\$ 600,000.00	\$ -	\$ -	\$ 1,200,000.00	\$ -	\$ 1,200,000.00
TEXSTONE/TSP CP WYLIE	\$ 2,000,000.00	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
MANN-MADE/G01 ENTERPRISES	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00
HELM DENTAL LABORATORY	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
TOWER	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 100,000.00
	\$ 4,080,000.00	\$ 125,000.00	\$ 1,900,000.00	\$ 1,900,000.00	\$ -	\$ -	\$ 3,850,000.00	\$ 105,000.00	\$ 4,080,000.00
Deferred Outflows							\$ 3,945,000.00		

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

B. Forgivable Land Grant (\$450,000 forgiven over 4 years). \$112,500 CO & \$112,500/year in 2027, 2028, & 2029.

C. Performance Agreement (\$600,000) and Forgivable Land Grant (\$425,000 forgiven over 4 years) \$106,250 CO, \$106,250 in 2027, \$106,250 in 2028, \$106,250 in 2029



Wylie City Council

AGENDA REPORT

Department: Finance
Prepared By: Melissa Brown

Account Code: _____

Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for September 30, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2025-2026 Investment Report September 30, 2026

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	\$18,571,024.85	MMA	3.7590%	Texpool	12/31/2006	NA
2	\$40,323,920.72	MMA	3.7449%	TexStar	3/15/2011	NA
	\$58,894,945.57					

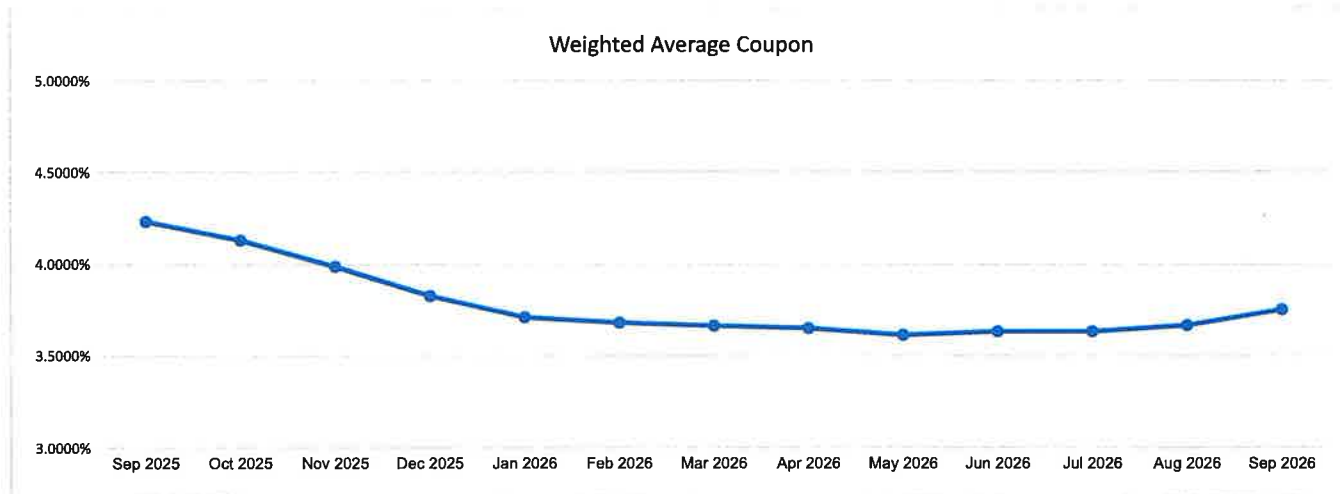
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

3.7493%
1.00

Money Markets:
Certificates of Deposits:

\$58,894,945.57
\$0.00
\$58,894,945.57



Melina Burton 10-20-26
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for September 30, 2026.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

September 30, 2026

Preliminary

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2025-2026	CURRENT MONTH ACTUAL 2025-2026	YTD ACTUAL 2025-2026	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	48,362,681	1,235,947	46,457,993	96.06%	A
FRANCHISE FEES	3,056,091	275,222	2,826,547	92.49%	B
LICENSES AND PERMITS	787,000	40,216	880,771	111.91%	
INTERGOVERNMENTAL REV.	4,142,845	38,348	3,149,146	76.01%	C
SERVICE FEES	7,054,326	852,856	7,479,866	106.03%	D
COURT FEES	368,800	54,919	555,106	150.52%	
INTEREST INCOME	1,190,864	67,707	928,815	78.00%	E
MISCELLANEOUS INCOME	359,060	47,494	466,967	130.05%	
OTHER FINANCING SOURCES	3,003,910	1,054	3,141,620	104.58%	F
REVENUES	68,325,577	2,613,763	65,886,830	96.43%	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	929,417	NA	NA	NA	G
TOTAL REVENUES	69,254,994	2,613,763	65,886,830	95.14%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	111,062	5,724	99,898	89.95%	
CITY MANAGER	1,545,747	113,428	1,434,011	92.77%	
CITY SECRETARY	669,388	63,195	543,234	81.15%	
CITY ATTORNEY	300,000	27,891	190,485	63.49%	
FINANCE	1,601,682	93,500	1,505,554	94.00%	
FACILITIES	1,177,053	103,251	1,112,995	94.56%	
MUNICIPAL COURT	713,524	54,075	644,684	90.35%	
HUMAN RESOURCES	978,757	61,494	882,771	90.19%	
PURCHASING	378,978	31,770	344,036	90.78%	
INFORMATION TECHNOLOGY	2,783,164	117,001	2,524,833	90.72%	
POLICE	17,595,116	1,358,757	16,450,888	93.50%	
FIRE	15,311,696	1,131,271	14,334,115	93.62%	
EMERGENCY COMMUNICATIONS	3,294,437	189,801	2,242,687	68.07%	H
ANIMAL CONTROL	989,282	75,379	836,398	84.55%	
EMERGENCY MEDICAL SERVICES	3,068,881	202,387	2,831,754	92.27%	
PLANNING	460,144	35,602	415,369	90.27%	
BUILDING INSPECTION	624,177	42,331	547,379	87.70%	
CODE ENFORCEMENT	378,306	34,155	309,586	81.83%	
STREETS	4,977,787	427,533	4,362,108	87.63%	
PARKS	2,651,579	198,859	2,178,395	82.15%	
LIBRARY	2,875,161	201,622	2,664,315	92.67%	
COMBINED SERVICES	6,747,372	484,478	5,827,773	86.37%	
TOTAL EXPENDITURES	69,233,290	5,053,502	62,283,267	89.96%	
REVENUES OVER/(UNDER) EXPENDITURES	21,704	-2,439,739	3,603,564	5.18%	
A. Property tax payments are at 100% for fiscal year 2025-26 compared to 99.63% for same time last year. Sales tax is on a 2 month lag and ten months have been received. Sales tax is at 6.65% growth compared to last fiscal year. Sales Tax includes a \$800K one time payment for September for which GF gets half. Excluding the one time payment - sales tax is at 1.85% growth. B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority. July - September fees have not been recieved yet. C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements which are billed quarterly and Fire Services which are billed quarterly and annually. The accounting for the 911 Grant reimbursement has not been posted yet. D. Service Fees: Trash fees billed in October are applicable towards FY 2024-25 revenue and eleven months have been received. The remaining fees are from other seasonal fees. Transport/Medical Fees are \$600K more than expected. E. Interest Rates have gone down since budget was developed in June 2025. F. Yearly transfer from Utility Fund. Auction proceeds of \$98K. G. Largest Carry Forward items: \$257,314 for Hail Damage Vehicle Repair, \$317,939 for Armored Vehicle, \$160,000 for Striping of Country Club, \$107,900 for 2023 TXDOT HSIP FM544 Program Signals and Lights, \$123,208 Dump Truck. The Armored Vehicle will be carried forward to Fiscal Year 2027. H. Accounting entries for Grant Expenses not completed. Will be accounted for in financial report.					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

September 30, 2026

Preliminary

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2025-2026	CURRENT MONTH ACTUAL 2025-2026	YTD ACTUAL 2025-2026	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 100.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	33,948,189	3,983,579	31,033,261	91.41%	I
INTEREST INCOME	1,138,074	102,396	1,128,414	99.15%	J
MISCELLANEOUS INCOME	70,000	1,615	74,819	106.88%	
OTHER FINANCING SOURCES				0.00%	
REVENUES	35,156,263	4,087,590	32,236,494	91.69%	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	117,464	NA	NA	NA	K
TOTAL REVENUES	35,273,727	NA	32,236,494	91.39%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	832,297	46,914	685,593	82.37%	
UTILITIES - WATER	3,571,039	283,776	2,424,655	67.90%	L
CITY ENGINEER	1,580,208	58,593	852,905	53.97%	M
UTILITIES - SEWER	2,611,123	279,117	1,943,662	74.44%	N
CUSTOMER SERVICE	2,202,755	146,135	1,974,150	89.62%	
COMBINED SERVICES	24,138,199	246	22,122,997	91.65%	O
TOTAL EXPENDITURES	34,935,621	814,781	30,003,962	85.88%	
REVENUES OVER/(UNDER) EXPENDITURES	338,105	3,272,809	2,232,531	5.51%	
I. Most Utility Fund Revenue billed in October was applicable to FY 2024-25. Only eleven months have been received. Largest water usage is in the summer. J. Interest Rates have gone down since the budget was developed in June 2025, but fund balance is larger than expected so interest is close to target. K. Largest Carry Forward items: \$40,337 Dogwood Waterline Replacement Design, \$27,247 Stormwater Fee Study, \$90,000 SCADA Upgrades L. Carry Forward to FY 2027 for two projects totalling \$182K (AWIA/Emergency Response Plan and Lead and Copper Rule Revision). M. Hilltop Briarwood waterline design has not been started - \$280,000 and will be carried forward to Fiscal Year 2027. N. Carry Forward to FY 2027 for Dump Truck \$139K and Utility Truck \$63K. O. Annual transfer to the General Fund. September payment to NTMWD has not been paid.					



Wylie City Council

AGENDA REPORT

Department: Engineering
Prepared By: Hector Sanchez

Account Code: 100-5411-58570

Subject

Consider, and act upon, the approval of Amendment No. 1 in the estimated amount of \$81,200.00 authorizing the Interim City Manager to execute Amendment No. 1 to the professional services agreement with Kimley-Horn for the FM 544 Street Lighting and Signal Improvements project, including traffic signal design improvements along SH 78 from Alanis Drive to Wylie East Drive.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie was previously selected for funding through the Texas Department of Transportation's (TxDOT) 2023 Highway Safety Improvement Program (HSIP) Call for Projects. Kimley-Horn prepared and submitted design plans on behalf of the City for the FM 544 Street Lighting and Signal Improvements project, which includes roadway illumination and traffic signal improvements along FM 544 from McCreary Road to SH 78.

Subsequently, the City was awarded HSIP funding in the amount of \$867,427.37 for traffic signal interconnection, detection, and communication improvements along SH 78 from Alanis Drive to Wylie East Drive. The construction project is funded through a combination of 90% federal funding and 10% state funding and is currently scheduled for letting on November 1, 2028. To maintain eligibility for this funding, the City must submit the required 60% design plans to TxDOT 18 months before the anticipated letting date, no later than May 1, 2027.

To advance this additional safety improvement project and meet TxDOT's design submittal requirements, the City of Wylie is requesting approval to amend the existing professional services agreement with Kimley-Horn for the FM 544 Street Lighting and Signal Improvements project in the amount of \$252,500.00 and authorize Amendment No. 1 in the estimated amount of \$81,200.00 for the additional design services associated with the traffic signal detection and communication improvements along SH 78 from Alanis Drive to Wylie East Drive.

Approval of the proposed amendment will allow Kimley-Horn to proceed with the additional design services necessary to meet TxDOT's required submittal deadline, maintain the City's eligibility for the awarded HSIP funding, and advance improvements intended to enhance traffic signal operations and safety along the SH 78 corridor. Failure to complete the required design milestone within the established timeframe could jeopardize the City's ability to utilize the awarded funding.

Staff recommends approval of the proposed professional services contract amendment with Kimley-Horn for the FM 544 Street Lighting and Signal Improvements project to add traffic signal detection and communication improvements along SH 78 from Alanis Drive to Wylie East Drive.

(Wylie Agreement No. W2025-92)



Wylie City Council

AGENDA REPORT

Department: EMS

Account Code: 100-5261-58510

Prepared By: Brian Ritter

Subject

Consider, and act upon, approval of the purchase of one (1) Frazer Type I 14' XT Ambulance Module from Frazer, LTD through the Houston-Galveston Area Council (HGAC) cooperative purchasing contract in a base amount of \$384,244.79, establishing a total project budget of \$402,000.00 (inclusive of a contingency for potential change orders), and authorizing the Interim City Manager to execute all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Fire Department EMS Division requires the procurement of one (1) new Type I Ambulance for the FY2026-2027 budget, along with all essential related equipment. The department will provide the chassis through a separate purchase directly from the Dodge dealership to save costs. This acquisition is part of the normal apparatus duty-cycle rotation and is critical to ensuring the safety of emergency responders and the public during operational duties.

Frazer, LTD. will manufacture and assemble the proposed ambulance. Based on current manufacturing and assembly schedules, Frazer anticipates completing this complex apparatus in late Spring or Summer 2027. Staff recommends establishing a comprehensive project authorization of \$402,000.00. This structure allocates \$17,755.21 as a dedicated change-order contingency and for locally purchased accessory equipment. Securing these funds at the start of the contract gives the City flexibility to address potential material price increases, engineering revisions, or regulatory standard updates during the extended production period without requiring subsequent City Council action.

The total project allocation for this procurement is structured at \$645,000.00. Funding for this purchase is fully appropriated and comes directly from the FY2026-2027 General Fund EMS budget designated for capital apparatus replacement.

The funding allocation breaks down as follows:

- Base Ambulance Module Contract (Frazer, LTD.): \$384,244.79
- Projected Final Price: \$384,244.79
- Dedicated Change Order Contingency and Local Accessory Equipment: \$17,755.21
- Total Approved Project Budget Scope: \$402,000.00

Frazer, LTD. has demonstrated the ability to provide Type I ambulance modules that meet the City's operational requirements and applicable industry standards for durability, safety, quality, and regulatory compliance. The proposed Frazer Type I 14' XT ambulance meets the Fire Department's operational needs and provides a suitable platform for continued EMS service and emergency response operations.

The City is authorized to purchase through 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 Texas Local Government Code. Using an eligible cooperative purchasing program satisfies applicable State law requirements for local governments to seek competitive bids for item purchases.

The item under consideration will also authorize and direct the Interim City Manager, or the Interim City Manager's designee, to execute any necessary documents to finalize the agreement with Frazer, LTD.

Staff recommends that the City Council approve the purchase of the Frazer Type I 14' XT ambulance from Frazer, LTD as the best value to the City, and direct the Interim City Manager, or the Interim City Manager's designee, to execute all necessary final agreements. This action is essential to ensure timely delivery of vital resources and maintain continuity of the City's emergency response capabilities.

(City of Wylie No. W2027-03 HGAC AM10-23)



Wylie City Council

AGENDA REPORT

Department: Fire-5231

Account Code: 100-5231-58850

Prepared By: Brian Ritter

Subject

Consider, and act upon, the approval to purchase MSA G1 Airpacks and associated safety systems equipment from CASCO Industries, LTD., through a BuyBoard cooperative purchasing contract in the estimated amount of \$914,099.79, and authorize the Interim City Manager to execute all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Fire Department is replacing its entire fleet of life-safety breathing apparatus, transitioning from the current SCOTT inventory to the MSA G1 standardized platform. The existing SCOTT equipment has reached the end of its reliable service life. Adopting the unified MSA G1 suite standardizes all frontline, special operations, and training equipment under a single MSA framework. This transition significantly improves firefighter safety by adding integrated telemetry, wireless accountability, and personal thermal imaging capabilities not available in the current fleet.

City Council previously allocated \$1,000,000.00 for this comprehensive replacement. The proposed contract with Casco Industries, Inc. totals \$914,099.79 and includes all primary airpacks, specialized rescue gear, testing, and technician training. The remaining budgeted funds will purchase other equipment, such as brackets, and supplies needed for this transition.

The department secured highly favorable procurement terms through Casco Industries, including a Buy-One-Get-One-Free agreement on frontline cylinders that provided 65 air cylinders free of charge and waived all custom logo setup fees.

CASCO Fire Equipment is the supplier of the MSA G1 Airpack and Associated MSA Equipment in Texas. CASCO has demonstrated the ability to deliver high-quality products that meet industry standards for durability, safety, and regulatory compliance.

The City is authorized to purchase through 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 Texas Local Government Code. Using an eligible cooperative purchasing program satisfies applicable State law requirements for local governments to seek competitive bids for item purchases.

Staff recommends that the City Council approve the purchase of the MSA G1 Airpack and Associated MSA Equipment from Casco Industries as the best value to the City, and direct the Interim City Manager, or the Interim City Manager's designee, to execute all necessary final agreements. This action is essential to ensure timely delivery of vital resources and maintain continuity of the City's emergency response capabilities.

(City of Wylie No. W2027-04 Buyboard 798-26)



Wylie City Council

AGENDA REPORT

Department: Lavonte Childs
Prepared By: Christopher Rodriguez

Account Code: 620-5730-58410

Subject

Consider, and act upon, approval of an agreement with Fuquay, Inc. for repairs and rehabilitation of Phase II of 1,195 feet of the 24-inch sewer main, through a Buyboard cooperative purchasing contract in the estimated amount of \$435,035.00, and authorize the Interim City Manager to execute all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

Phase II of rehabilitation of 1,195 feet of sewer trunk line located southwest of Collin College using Cured-in-Place Pipe (CIPP) technology. This project aims to enhance the trunk line's integrity, continuing efforts from the September 2026 CIPP replacement project. The CIPP rehabilitation will ensure long-term functionality while preventing potential failure. Sewer services will remain uninterrupted during the process, with the contractor managing all necessary bypass operations.

Rehabilitation of the 24" sewer trunk line located SW of Collin College. 1,195 feet of sewer trunk line will be CIPP rehabilitated to ensure the continued function of the trunk line. This is a continuation of the trunk line rehabilitation south of a pipe replacement project in 2024. The integrity of the line is our utmost concern in its current state; therefore, we want to install a liner to mitigate potential failure. Sewer services will not be interrupted during this project, and the contractor will be responsible for bypass operations to ensure service remains consistent.

Staff recommends awarding agreement #W2027-07 to Fuquay Inc. in the estimated amount of \$435,035.00, as it offers the best value to the City.

The City is authorized to make this purchase through a cooperative purchasing program with another local government or cooperative organization, as permitted by Chapter 791 of the Texas Government Code and Section 271, Subchapter F of the Local Government Code. This approach meets the requirements for competitive bidding under state law.

Wylie Agreement #W2027-07/Buyboard Contract #731-24



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-44 for a change in zoning from Planned Development - Commercial Corridor District (PD-CC) to Planned Development - Commercial Corridor (PD-CC) to allow for an additional drive-through restaurant and a health club on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2026-12).

Recommendation

Motion to approve the Item as presented.

Discussion

On October 13, 2026 the City Council approved the writing of an ordinance for a change in zoning from Planned Development - Commercial Corridor District (PD-CC) to Planned Development - Commercial Corridor (PD-CC) to allow for an additional drive-through restaurant and a health club on 10.485 acres generally located on the southeast corner of State Highway 78 and Kreymer Lane (ZC 2026-12).

Final approval of Zoning Case 2026-12 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

ORDINANCE NO. 2026-44

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2026-12, FOR A CHANGE IN ZONING FROM PLANNED DEVELOPMENT - COMMERCIAL CORRIDOR DISTRICT (PD-CC) TO PLANNED DEVELOPMENT - COMMERCIAL CORRIDOR (PD-CC) TO ALLOW FOR AN ADDITIONAL DRIVE-THROUGH RESTAURANT AND A HEALTH CLUB ON 10.485 ACRES GENERALLY LOCATED ON THE SOUTHEAST CORNER OF STATE HIGHWAY 78 AND KREYMER LANE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 27th day of October, 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: November 5, 2026, in The Wylie News

BEING a 10.31 acre tract of land out of the Francisco De La Pena Survey, Abstract Number 688, situated in the City of Wyle, Collin County, Texas, being all of that certain tract of land conveyed to KPM Ventures, LTD by deed of record in Document Number 20071129001600770 of the Official Public Records of Collin County, Texas, also being a portion of Lots 1, 2, 3, 4, and 5 of Wylie Ranch East Commercial Park, a subdivision of record in Cabinet C, Page 8 of the Plat Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch steel pin found in the South right-of-way line of State Highway Number 78 (right-of-way varies), being the Northwest corner of Lot 6 of said Wylie Ranch East Commercial Park, also being the Northeast corner of a called Parcel 1 - 0.1678 acre tract of land conveyed to the State of Texas by deed of record in Document Number 20111118001255520 of said Official Public Records;

THENCE, S00°54'22"W, along the South right-of-way line of State Highway Number 78, being the East line of said Parcel 1 - 0.1678 acre tract, also being the common West line of said Lot 6, a distance of 7.54 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southeast corner of said Parcel 1 - 0.1678 acre tract, for the **POINT OF BEGINNING** and Northeast corner of said KPM Ventures, LTD tract and hereof;

THENCE, S00°54'22"W, leaving the South right-of-way line of State Highway Number 78, along the West line of said Lot 6, being the common East line of said Lot 5 and said KPM Ventures, LTD tract, a distance of 486.73 feet to a 1/2 inch iron rod found in the North line of Lot 4 of Wylie Ranch East Phase One, a subdivision of record in Cabinet B, Page 277 of said Plat Records, being the Southwest corner of said Lot 6, also being the Southeast corner of said Lot 5, said KPM Ventures, LTD tract and hereof;

THENCE, N88°42'26"W, along the North lines of Lots 1-4 of said Wylie Ranch East Phase One, being the common South lines of said Lots 1-5 of Wylie Ranch East Commercial Park and said KPM Ventures, LTD tract, a distance of 862.69 feet to a 5/8 inch iron rod with yellow plastic cap stamped "BURY & PARTNER" found in the East right-of-way line of Kreymer Lane (60 foot right-of-way), being the Northwest corner of said Lot 1 of Wylie Ranch East Phase One, also being the Southwest corner of said Lot 1 of Wylie Ranch East Commercial Park, said KPM Ventures, LTD tract and hereof;

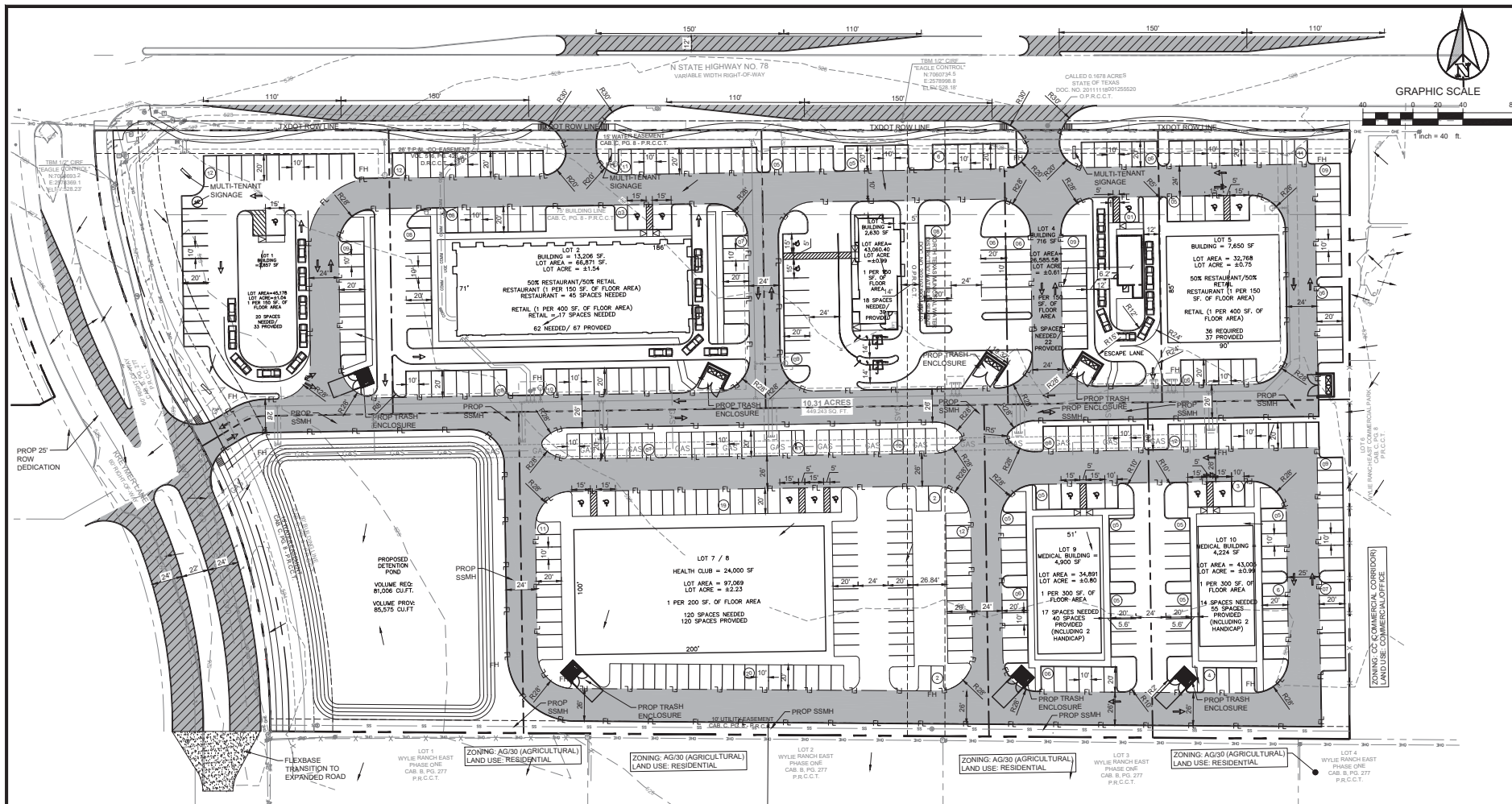
THENCE, along the East right-of-way line of Kreymer Lane, being the common West line of said Lot 1 of Wylie Ranch East Commercial Park and KPM Ventures, LTD tract, the following three (3) courses and distances:

1. N00°54'22"E, a distance of 5.27 feet to a 5/8 inch iron rod with yellow plastic cap stamped "BURY & PARTNER" found at the point of curvature of a non-tangent curve to the left;
2. Along said non-tangent curve to the left, having a radius of 480.00 feet, a chord bearing of N15°19'39"W, a chord length of 267.97 feet, a delta angle of 32°25'04", an arc length of 271.58 feet to a 5/8 inch iron rod with yellow plastic

cap stamped "BURY & PARTNER" found at the point of curvature of a reverse curve to the right;

3. Along said reverse curve to the right, having a radius of 420.00 feet, a chord bearing of $N15^{\circ}56'48''W$, a chord length of 227.49 feet, a delta angle of $31^{\circ}25'33''$, an arc length of 230.36 feet to an "X" cut in concrete set at the intersection of the South right-of-way line of State Highway Number 78 and the East right-of-way line of Kreymer Lane, being the Southwest corner of said Parcel 1 - 0.1678 acre tract, also being the Northwest corner of said KPM Ventures, LTD tract and hereof;

THENCE, $S89^{\circ}07'47''E$, along the South right-of-way line of State Highway Number 78, being the South line of said Parcel 1 - 0.1678 acre tract, also being the common North line of said KPM Ventures, LTD tract, a distance of 1003.53 feet to the **POINT OF BEGINNING** and containing an area of 10.31 acres (449,243 square feet) of land, more or less.



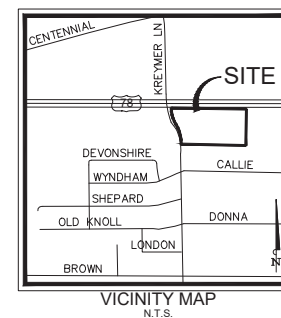
FLOODPLAIN NOTE

NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48085C0420J, WITH EFFECTIVE DATE OF JUNE 2, 2009

OVERALL CURRENT ZONING: CC - COMMERCIAL CORRIDOR
OVERALL PROPOSED ZONING: PD - PLANNED DEVELOPMENT
(MINOR AUTO AS SUP)

SITE DATA SUMMARY																	
LOT	PROPOSED ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG. HGT. (FT.)	LOT COVERAGE			P.L. AREA RATIO			PARKING			HANDICAP SP.	
							REQ.	PROV.	MAX.	REQ.	PROV.	MAX.	REQ.	PROV.	MAX.	REQ.	PROV.
1		RESTAURANT	1.04	45,178	2,857	26' - 1-STORY	50% MAX	6.9%	0.5:1 MAX	0.06:1		1 SPACE / 350 SF	19	33	1	1	
2		RETAIL/RESTAURANT	3.54	66,871	13,306	26' - 1-STORY	50% MAX	19.7%	0.5:1 MAX	0.2:1		1 SPACE / 400 SF (RETAIL) 1 SPACE / 350 SF (RESTAURANT)	62	67	2	2	
3		RESTAURANT	0.99	43,000	2,630	26' - 1-STORY	50% MAX	6.1%	0.5:1 MAX	0.1:1		1 SPACE / 350 SF	18	39	2	2	
4		RESTAURANT	0.61	26,586	736	26' - 1-STORY	50% MAX	2.7%	0.5:1 MAX	0.05:1		1 SPACE / 350 SF	5	25	1	1	
5		RETAIL	0.75	32,708	7,650	26' - 1-STORY	50% MAX	23.3%	0.5:1 MAX	16:1		1 SPACE / 400 SF	36	37	2	2	
6		DETENTION POND	--	--	--	--	--	--	--	--		--	--	--	--	--	
7 & 8		Health Club	2.23	97,069	24,000	38' - 2-STORY	50% MAX	24.7%	0.5:1 MAX	0.25:1		1 SPACE / 200 SF	120	120	5	5	
9		MEDICAL OFFICE	0.80	34,801	4,900	26' - 1-STORY	50% MAX	14.0%	0.5:1 MAX	0.14:1		1 SPACE / 400 SF	17	40	2	2	
10		MEDICAL OFFICE	0.99	43,005	4,224	26' - 1-STORY	50% MAX	9.8%	0.5:1 MAX	0.36:1		1 SPACE / 400 SF	14	55	2	2	

LEGEND	
	PROPERTY LINE
	EASEMENT/SETBACK (AS NOTED)
	FIRE LANE
	ROW PAVING
	PARKING COUNT



WYLIE RETAIL

CASE #:

OWNER:

SCSD-FINNERLL, LTD
14114 DALLAS PARKWAY
DALLAS, TX 75254
PH: 214.483.0400

CONTACT NAME: CARY ALBERT

CLAYMOORE ENGINEERING, INC. **APPL**
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572

CONTACT NAME: DREW DONOSKY

BEING 10.485 ACRE TRACT OF LAND SITUATED IN THE FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688, CITY OF WYLIE, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOTS 1, 2, 3, 4 AND 5 OF WYLIE RANCH EAST COMMERCIAL PARK, AN ADDITION TO THE CITY OF WYLIE, DESCRIBED BY THE PLAT RECORDED IN CABINET C, PAGE 8 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS

CITY:		STATE:
WYLIE		TEXAS
COUNTY	SURVEY:	ABSTRACT NO.

DESIGN:	RD
DRAWN:	CW
CHECKED:	AS
DATE:	8/27/200

SHEET
EX-1

File No. 2022-0-

PLOTTED BY: DREW DONOSKY
PLOT DATE: 8/27/2026 12:34 PM
PLOT LOCATION: Z:\PROJECTS\2022-044 ID STUDIO WYLE RETAIL\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 8/27/2026 12:33 PM

Kreymer Retail

EXHIBIT "C"

CONDITIONS FOR PLANNED DEVELOPMENT

I. PURPOSE:

The purpose of this Planned Development is to create a commercial environment with a focus on commerce, dining and office uses.

II. GENERAL CONDITIONS:

1. Unless otherwise explicitly stated in the PD, all variations are from the City of Wylie's Zoning Ordinance as amended April 2021.
2. This Planned Development shall not affect any regulations of the aforementioned Zoning Ordinance except as specifically provided herein.
3. The underlying zoning for this Planned Development District shall be Commercial Corridor (CC).
4. The development shall be in general conformance with the Zoning Exhibit.

III. SPECIAL CONDITIONS:

1. The following uses as defined in the Commercial Corridor District (CC) shall be expressly permitted by-right on the subject property:
 - a. Convenience Store
 - b. Drive-In or Drive-Thru Service (Lots 1, 2, 3 and 4, only)
 - c. Food Truck Parking
 - d. Alcohol/Liquor Uses, which shall be exempt from distance requirements from churches, public hospitals, public schools and private schools
 - e. Health Club
2. The following uses as defined in the Commercial Corridor District (CC) shall be expressly prohibited on the subject property:
 - a. Sexually Oriented Business
 - b. Equipment Rental
 - c. Automobile Rental
 - d. Car Wash
 - e. Vehicle Display, Sales or Service

f. Any and all uses listed under Sections 5.2.H and 5.2.I of the Zoning Ordinance

3. Lots 1, 2, and 4 shall have a minimum building size of 1,800 sq ft., 13,000 sq ft., and 800 sq ft., respectively.
4. Section 22-448.a(4) of the Sign Ordinance shall be amended to allow for off premises signage for all pad sites within the Planned Development to allow for multi-tenant signage on Lot 1, Lot 2, & Lot 4 as generally shown on the Zoning Exhibit.
5. Section 3.1.B(4) of the Subdivision Regulations shall be amended to allow for a 24' access easement connecting to Kreymer Lane to replace the requirement of requiring 30' of street frontage for lots 7-10 of the Zoning Exhibit.
6. The development shall provide screening along the southern border with the planting of ornamental trees and a hedge 3' in height.
7. Section 7.1.D.1(a) shall be amended to, "When adjacent to a residential zoned property, no building in this planned development district shall exceed a height of 35 feet at the roof line and shall have a minimum rear setback of 50 feet. No windows facing the rear setback shall be allowed above 12 feet."



Wylie City Council

AGENDA REPORT

Department: Community Development
Prepared By: Jasen Haskins for Renae Ollie

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-45 for a change in zoning from Planned Development Single-Family District (PD/SF) to Planned Development Single-Family (PD/SF) to remove references, rights and obligations with respect to the Stonehaven House. Property generally located at the northwest corner of Ballard Avenue and Alanis Drive (ZC 2026-13).

Recommendation

Motion to approve the Item as presented.

Discussion

On October 13, 2026, the City Council approved the writing of an ordinance for a change in zoning from Planned Development Single-Family District (PD/SF) to Planned Development Single-Family (PD/SF) to remove references, rights, and obligations with respect to the Stonehaven House. Property generally located at the northwest corner of Ballard Avenue and Alanis Drive (ZC 2026-13).

Final approval of Zoning Case 2026-13 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

ORDINANCE NO. 2026-45

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2026-13, FROM PLANNED DEVELOPMENT SINGLE FAMILY DISTRICT (PD/SF) TO PLANNED DEVELOPMENT SINGLE FAMILY DISTRICT (PD/SF) TO REMOVE REFERENCES, RIGHTS AND OBLIGATIONS WITH RESPECT TO THE STONEHAVEN HOUSE; PROVIDING FOR A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Planned Development (PD/SF), said property being described in Exhibit A (Legal Description) and Exhibit B (Amended PD Conditions) attached hereto and made a part hereof for all purposes.

SECTION 2: That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City, as amended herein by the granting of this zoning classification.

SECTION 4: Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, commits an unlawful act and shall be subject to the general penalty provisions of Section 1.5 of the Zoning Ordinance, as the same now exists or is hereafter amended.

SECTION 5: Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6: This ordinance shall be in full force and effect from and after its adoption by the City Council and publication of its caption as the law and the City Charter provide in such cases.

SECTION 7: The repeal of any ordinance, or parts thereof, by the enactment of this Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue, nor as effecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 27th day of October, 2026.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Date of Publication: November 5, 2026 in *The Wylie News*

EXHIBIT "A"

LEGAL DESCRIPTION

Being a 38.121 acre tract of land situated in the E. C, Davidson Survey, Abstract No. 267, in the City of Wylie, Collin County, Texas, and being the remainder of a tract of land conveyed to Charlotte A. Stoeckle as evidenced in Affidavit of Facts Concerning The Identity of Heirs recorded in Instrument 20120720000881090, Official Public Records Collin County, Texas (OPRCCT), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said Stoeckle tract and being in the southeast corner of a tract of land known as Westwind Meadows an addition to the City of Wylie according to the plat recorded in Cabinet B, Page 205, Plat Records, Collin County, Texas, and being in the west right-of-way of Ballard Street (Old Highway No. 78 a variable width right-of-way) and the beginning of a non-tangent curve to the right having a central angle of 04 degrees 49 minutes 31 seconds, a radius of 5729.29 feet and a long chord that bears South 02 degrees 53 minutes 48 seconds West a distance of 482.37 feet;

THENCE along said west right-of-way of said Ballard Street and along the east line of said Stoeckle tract the following course and distance:

Along said curve to the right an arc distance of 482.52 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner, and the beginning of a reverse curve to the left having a central angle of 04 degrees 49 minutes 37 seconds, a radius of 2729.58 feet and a long chord that bears South 02 degrees 53 minutes 45 seconds West a distance of 229.88 feet;

Along said curve to the left an arc distance of 229.95 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

South 00 degrees 28 minutes 57 seconds West, a distance of 132.20 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner and the beginning of a curve to the left having a central angle of 03 degrees 48 minutes 06 seconds, a radius of 5830.00 feet and a long chord that bears South 01 degrees 25 minutes 06 seconds East a distance of 386.76 feet;

Along said curve to the left an arc distance of 386.83 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner, and the beginning of a non-tangent curve to the left having a central angle of 01 degrees 13 minutes 16 seconds, a radius of 5830.00 feet and a long chord that bears South 03 degrees 15 minutes 56 seconds East a distance of 124.25

Along said curve to the left an arc distance of 124.25 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner, and the beginning of a reverse curve to the right having a central angle of 01 degrees 51 minutes 51 seconds, a radius of 2000.00 feet and a long chord that bears South 02 degrees 56 minutes 38 seconds East a distance of 65.07

feet; Along said curve to the right an arc distance of 65.07 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 45 degrees 00 minutes 05 seconds West, departing said common line a distance of 23.57 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner and being in the north line of Alanis Drive (60' ROW);

THENCE South 89 degrees 34 minutes 55 seconds West, along the common north line of said Alanis Drive and the south line of said Stoeckle tract a distance of 983.31 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for corner;

THENCE South 89 degrees 42 minutes 33 seconds West, continuing along said common line a distance of 148.17 feet to a 5/8 inch iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the southwest corner of said Stoeckle tract the same being the southeast corner of a tract of land described in deed to Danny P. Sellers and Marion G. Small recorded in County Clerk's File No. 96-0104910, Official Public Records, Collin County, Texas, and being in the north line of said Alanis Drive;

THENCE North 00 degrees 44 minutes 11 seconds West, departing said Alanis Drive and along the common west line of said Stoeckle tract and the east line of said Sellers and Small tract, the east line of a tract of land described in deeds to Milford Founders, LTD, recorded in Document No. 2003-0228819, Official Public Records, Collin County, Texas, (50% ownership) and Freshe PM, LLC recorded in Instrument No. 20140714000722710, Official Public Records Collin County, Texas, (50% ownership) and the east line of a tract of land known as Westwind Meadows No. 3, an addition to the City of Wylie according to the plat recorded in Cabinet F, Page 643 Plat Records, Collin County, Texas, a distance of 1442.83 feet to an "X" cut in concrete set for corner;

THENCE North 89 degrees 56 minutes 45 seconds East, along the common south line of aforementioned Westwind Meadows and north line of said Stoeckle tract a distance of 1183.80 feet to the POINT OF BEGINNING and containing 38.121 acres or 1,660,548 square feet of land more or less.

EXHIBIT "B"

CONDITIONS FOR PLANNED DEVELOPMENT ZONING CASE No. 2026-13

II. SPECIAL CONDITIONS:

11. ~~The Stone Family House will be moved to a Park on the property.~~
12. ~~The allowed uses for the Stone House shall be categorized as Accessory Community Center and defined as being an integral part of a residential project that is used as a place of public meeting, recreation, or social activity, regardless of ownership.~~

13. Maintenance of the Park Area

- C. ~~Wylie Historical Society responsibilities include:~~
 - a. ~~Maintain the Stone Family House.~~
 - b. ~~Take ownership of the Stone Family House~~
 - c. ~~Responsible for the security of the Stone family House.~~
 - d. ~~Pay for the electricity used at the Stone Family House.~~

IV. DESIGN CONDITIONS:

A. Land Design Standards —New Residential Requirements

Desired Land Design requirements are achieved by projects in accordance with Exhibit "P" and the following criteria:

1. Provision of Public Pathways - Public Open Space

a. Base Standard

- (1) Trail shall be constructed to the City's standards. Open space parkland shall be in accordance with Exhibit "P" as adopted by this ordinance.
- (b) Open Space Improvements, including 1 Tot Lot, 2 park benches, 2 picnic tables, 1 trash can, ~~move the Stone Family House to the park with a new front and back porch~~, a total 10 car parking lot with 2 handicap spaces

3. Lighting and Furnishings Along Open Space, Easements and Trails

b. Desirable Design Attributes

- (3) ~~Moving Stone Family House with a 10 car parking lot.~~



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins, AICP

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2026-46 releasing a portion of the City of Wylie's Extraterritorial Jurisdiction, consisting of one tract of land totaling 4.95 acres located at 1945 E. FM 544.

Recommendation

Motion to approve the Item as presented.

Discussion

The City Secretary received a petition for the release of one lot totaling 4.95 acres as described in Exhibit "A". The property is located at 1945 E. FM 544. After reviewing and verifying the petition, city staff has prepared an ordinance (attached) to release the property from the ETJ as requested by the applicant.

This property in this petition is a one-lot tract currently used for a commercial RV and boat storage business. The property will still be serviced for EMS / Fire by WFD through an agreement with Collin County. General police service is provided by the Collin County Sheriff's Office.

Chapter 42, Subchapter D of the Texas Local Government Code allows property owners to petition a municipality to be released from that municipality's extraterritorial jurisdiction (ETJ). The law requires the petitioner to supply certain information and the City Secretary to verify that information. Once the petition has been verified, the governing body (City Council) must act on the petition and, as long as all requirements are met as set forth in Sec. 42.104 of the Texas Local Government Code, approve the release as required by Sec. 42.105. As a result, staff is recommending approval of the Ordinance.

ORDINANCE NO. 2026-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, RELEASING A PORTION OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION, CONSISTING OF ONE TRACT OF LAND TOTALING 4.95 ACRES, LOCATED AT 1945 EAST FARM TO MARKET ROAD 544, LOT 1, BLOCK A OF THE RT ADDITION, COLLIN COUNTY, TEXAS, AND CONTRACTING THE BOUNDARY LIMITS OF THE CITY OF WYLIE'S EXTRATERRITORIAL JURISDICTION ACCORDINGLY; PROVIDING A SAVINGS/ REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Todd Wilson ("Landowner") is the sole owner of real property within that certain area of land consisting of one tract of land of 4.95± acres, being described in Exhibit "A" located in Collin County, Texas; and

WHEREAS, the Landowner submitted a Petition to the City of Wylie, Texas ("Wylie"), requesting a release of the Property from Wylie's extraterritorial jurisdiction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Landowner's Petition satisfies the requirements set forth in Texas Local Government Code Section 42.103; and

WHEREAS, the City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens and the Landowner to release the Property from Wylie's extraterritorial jurisdiction under the authority of Chapter 42 of the Texas Local Government Code, including Section 42.023 and Section 42.103 of the Texas Local Government Code, and the Wylie City Charter; and

WHEREAS, the City Council finds that Wylie has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 42 of the Texas Local Government Code and the Wylie City Charter; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and other requirements for releasing the Property from Wylie's extraterritorial jurisdiction have been performed and completed in the manner and form required by law.

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

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

SECTION 2: Property Released from Extraterritorial Jurisdiction. The Property is hereby released from Wylie's extraterritorial jurisdiction, and the boundary limits of Wylie's extraterritorial jurisdiction are contracted accordingly. The City Manager and/or his designee shall take all necessary steps to amend the official map of Wylie to show that the Property is released and removed from Wylie's extraterritorial jurisdiction. No other release of or reduction in Wylie's extraterritorial jurisdiction is intended except as expressly set forth in this Ordinance. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 3: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS on this 27th day of October, 2026.

Matthew Porter, Mayor

**ATTESTED TO AND
CORRECTLY RECORDED BY:**

Stephanie Storm, City Secretary



13341 West US-290, Building 2
Austin, Texas 78737

512-399-3150

October 6, 2026

Richard M. Abernathy
City of Wylie, City Attorney
300 Country Club Road, Building 100
Wylie, Texas 75098

Re: Petition for Release from the Extraterritorial Jurisdiction of the City of Wylie

Dear Mr. Abernathy,

1. Todd Wilson ("Owner") files this Petition pursuant to TEX. LOC. GOV'T CODE § 42.102.
2. Todd Wilson owns property within the extraterritorial jurisdiction of the City of Wylie (the "City") located at 1945 East FM 544, Wylie, Texas 75098, PID 2824153 (the "Property"). *See* Exhibit A (Deed and Property Map).
3. Owner hereby petitions the City of Wylie to release the Property from the City's extraterritorial jurisdiction.
4. Pursuant to TEX. LOC. GOV'T CODE § 42.102, an owner or owners of majority in value of an area in a municipality's extraterritorial jurisdiction may file a petition with the municipality to be released from its extraterritorial jurisdiction if the owner's property in question meets the applicability requirements of TEX. LOC. GOV'T CODE § 42.101 and the petition requirements of TEX. LOC. GOV'T CODE § 42.104.
5. The Property meets the requirements of TEX. LOC. GOV'T CODE § 42.101. As set forth in Exhibit B, Affidavit of Owner, and as set forth in TEX. LOC. GOV'T CODE § 42.101, the undersigned swears that the Property is not:
 - (1) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and
 - (B) that has a population greater than 240,000;



- (2) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, with "military installation" understood to have the same meaning as the term is defined by 10 U.S.C § 2687(g)(1), at which an active training program is conducted;
 - (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
 - (A) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, with "military installation" understood to have the same meaning as the term is defined by 10 U.S.C § 2687(g)(1), at which an active training program is conducted, and
 - (B) in a county with a population of more than 2 million;
 - (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or
 - (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751.
6. This Petition meets the requirements of TEX. LOC. GOV'T CODE § 42.104.
 7. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), Owner's value in the Property constitutes more than 50% of the value of the Property, as indicated by the tax rolls of the Collin Central Appraisal District.
 8. As required by TEX. LOC. GOV'T CODE § 42.104(a)(2), the signature page accompanying this Petition includes the signatures of 100% of the Property's owners in value, which is more than 50%.
 9. As required by TEX. LOC. GOV'T CODE § 42.103, the signature is valid pursuant to TEX. ELEC. CODE § 277.002.
 10. This Petition contains, in addition to the signature:
 - (A) the signer's printed name;
 - (B) the signer's:
 - (i) date of birth; or
 - (ii) voter registration number and
 - (iii) county of registration;



- (C) the signer's residence address; and
 - (D) the date of signing.
11. In compliance with TEX. LOC. GOV'T CODE § 42.104(b), Owner filing this Petition satisfied the signature requirement within 180 days after the date the first signature for the Petition was obtained.
 12. In compliance with TEX. LOC. GOV'T CODE § 42.104(c), the signature collected under this section is in writing.
 13. In compliance with TEX. LOC. GOV'T CODE § 42.104(d), this Petition includes the deed for the land to be released in Exhibit A, which describes the boundaries of the land to be released by: (1) metes and bounds; or (2) lot and block number, if there is a recorded map or plat. Exhibit A also includes a map of the land to be released.
 14. As required by TEX. LOC. GOV'T CODE § 42.105(a)–(b), the City must verify this Petition upon receipt, shall notify the residents and landowners of the area described by the petition of the results of the petition, or shall notify Owner, who filed this Petition under Section 42.102.
 15. Pursuant to TEX. LOC. GOV'T CODE § 42.105(c), because Owner has obtained the number of signatures on the Petition required under Section 42.104 to release the area from the extraterritorial jurisdiction of the City of Wylie, the City must immediately release the area—the Property—from the City's extraterritorial jurisdiction.
 16. Pursuant to TEX. LOC. GOV'T CODE § 42.105(d), if the City fails to take action to release Owner's Property from the City's ETJ by the later of the 45th day after the date the municipality receives the petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the area—the Property—is released by operation of law.



OWNER NAME: TODD WILSON

Todd Wilson
Signature

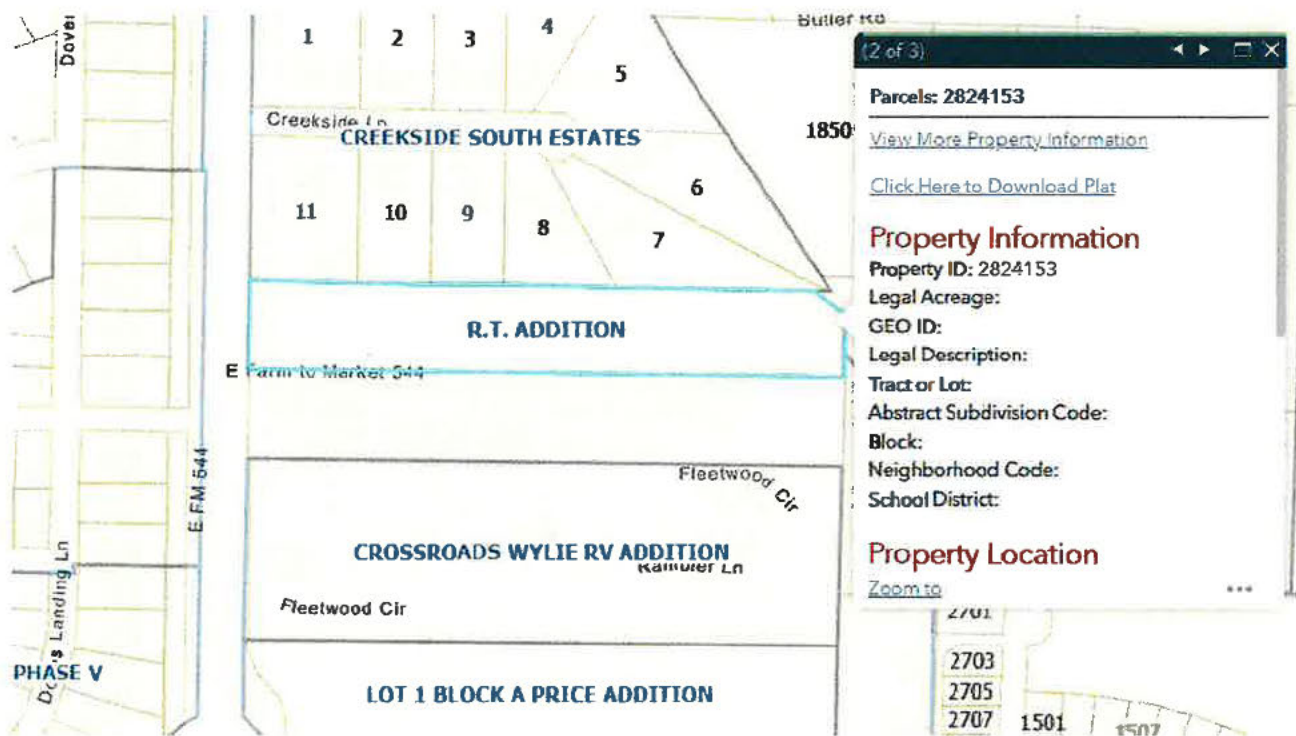
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Rockwall
Voter county of registration

4061 Troy Rd, Wylie, TX 75098
Residence address

10/07/2026
Date of signing

EXHIBIT A **DEED AND PROPERTY MAP**



20200107000023240 01/07/2020 08:58:11 AM D1 1/4

LTIC #1901351900695

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: January 6, 2020

Grantor: Delbert F. Beezley and wife, Ruby D. Beezley

Grantor's Mailing Address: 1945 E FM 544
Wylie, TX 75098

Grantee: Todd Wilson

Grantee's Mailing Address: 4061 Troy Rd
Wylie, TX 75098

Consideration: For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged and confessed, and the further consideration the execution and delivery by Grantee of Grantee's one certain promissory note (herein called the "Note") of even date in the principal sum of \$316,000.00 payable to Guaranty Federal Mortgage, LLC being due and payable as therein provided, the note being secured by a Vendor's Lien retained in this Deed and being further secured by a Deed of Trust from Grantee to Chris A. Peirson, Trustee.

Property (including any improvements):

BEING a tract of land situated in the J.D. Shelby survey, Abstract No. 819, in Collin County, Texas, being a tract of land described in deed to Delbert Beezley and Ruby Beezley, as recorded in Volume 1228, Page 527, of the Deed Records of Collin County, Texas, as shown on survey and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner on the East right of way line of E. F.M. 544, being the Northwest corner of a tract of land described in deed to Wylie South 544, LLC, as recorded in Instrument File No. 20160608000716460, of the Official Public Records of Collin County, Texas, being the Southwest corner of said Beezley tract;

THENCE North 00 degrees 19 minutes 13 seconds East, along said E. F.M. 544, a distance of 182.50 feet to a set 1/2 inch yellow-capped iron rod for corner, being the

LTIC #1901351900695

Southwest corner of Creekside South Estates, an Addition in the City of Wylie, Collin County, Texas, according to the map thereof recorded in Cabinet E, Slide 174, of the Map Records of Collin County, Texas;

THENCE South 89 degrees 01 minutes 25 seconds East, along the South line of said Addition, a distance of 1157.06 feet to a found railroad cross tie for corner near the centerline of a creek;

THENCE South 54 degrees 21 minutes 38 seconds East, a distance of 77.47 feet to a point for corner;

THENCE South 00 degrees 57 minutes 02 seconds West, a distance of 129.00 feet to a point for corner, being the Northeast corner of said Wylie South 544, LLC tract;

THENCE North 89 degrees 28 minutes 00 seconds West, along said Wylie South 544, LLC tract, passing a set 1/2 inch yellow-capped iron rod for reference at a distance of 80.00 feet, continuing a total distance of 1218.78 feet to the PLACE OF BEGINNING and containing 4.95 acres of land.

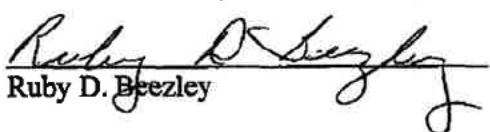
Reservations from and Exceptions to Conveyance and Warranty:
See Attached Exhibit "A"

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty and subject to the restrictive covenants, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Guaranty Federal Mortgage, LLC at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for Guaranty Federal Mortgage, LLC transferred to that party without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.


Delbert F. Beezley


Ruby D. Beezley

LTIC #1901351900695

Exhibit "A"
Exceptions to Warranty of Title

1. All restrictive covenants appearing of record.
2. Visible and apparent easements on or across the property.
3. All easements appearing of record.
4. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
 Job No.: 97766
 Dated: April 18, 2017
 Prepared by: Rhodes Surveying, Brian S. Rhodes, Registered
 Professional Land Surveyor No. 5962
 Matters shown: Encroachments and/or protrusions of a steel pipe fence along the west lot line, steel pipe fences over and along the north lot line, wire fences along the north lot line, a wire fence along the south lot line, and a steel pipe fence along the south lot line; protrusion of a gravel drive over the west lot line; encroachment of overhead power lines over and across subject property; encroachment of a creek running over and across subject property
5. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of a pond and a creek, in the event the boundary of said pond and creek has been artificially raised or is now or at any time has been below the high watermark, if said pond and creek is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of a pond and a creek, or has been formed by accretion to any such portion.

AFTER RECORDING RETURN TO:

Todd Wilson
 4061 Troy Rd
 Wylie, TX 75098



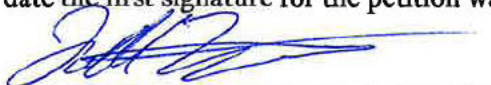
Filed and Recorded
 Official Public Records
 Stacey Kemp, County Clerk
 Collin County, TEXAS
 01/07/2020 08:58:11 AM
 \$38.00 DKITZMILLER
 20200107000023240

Stacey Kemp

EXHIBIT B
AFFIDAVIT OF TODD WILSON IN SUPPORT OF
PETITION FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION OF THE
CITY OF WYLIE

Before me, the undersigned authority, on this day personally appeared, Todd Wilson, who under oath stated as follows:

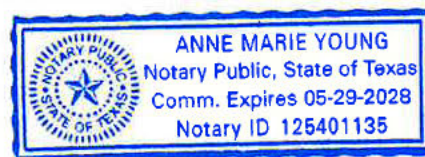
1. My name is Todd Wilson. I am over 18 years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. I am a property owner in the extraterritorial jurisdiction of the City of Wylie. My property is located at the following address: 1945 East FM 544, Wylie, Texas 75098, PID 2824153 (the "Property").
3. There is 1 owner of the Property: Todd Wilson. I own 100% of the interest in the Property.
4. I swear that the property is not: (1) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (a) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020, and (b) that has a population greater than 240,000; (2) within five miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted; (3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (a) within 15 miles of the boundary of a military base, as defined by TEX. LOC. GOV'T CODE § 43.0117, at which an active training program is conducted, and (b) in a county with a population of more than 2 million; (4) in an area designated as an industrial district under TEX. LOC. GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOC. GOV'T CODE § 43.0751. I understand that the term "military base" refers to "military installations," as that term is defined by 10 U.S.C. § 2687(g)(1), and refers to military sites that are subject to the jurisdiction of the U.S. Department of Defense and may be closed or realigned by the U.S. Department of Defense.
5. I swear that the petition contains my valid and true (1) signature, (2) printed name, (3) date of birth, voter registration number, and county of voter registration, (4) residence address, and (5) date of which I signed such petition.
6. I swear that I satisfied the signature requirement of TEX. LOC. GOV'T CODE § 42.104(b) within 180 days following the date the first signature for the petition was obtained.


 Todd Wilson

Sworn and subscribed to before me on this the 7 day of October, 2026.


 Notary Public in and for the State of Texas

© Johns & Counsel PLLC





Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2026-23(R), ratifying Lety Yanez as Acting City Manager in the absence of Renaé Ollie, Interim City Manager.

Recommendation

Motion to approve the Item as presented.

Discussion

Article IV, Section 1.D. of the Wylie City Charter requires the City Manager, within 30 days of taking office, to designate a staff member to serve as the Acting City Manager in his absence. A letter designating the Acting City Manager is to be filed with the City Secretary and ratified by the City Council. Lety Yanez has been designated by Renaé Ollie to function in this capacity, in the event of her absence or disability.

A letter is on file from Interim City Manager Renaé Ollie, effective October 13, 2026, designating the current Assistant City Manager, Lety Yanez.

RESOLUTION NO. 2026-23(R)**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,
RATIFYING LETY YANEZ AS ACTING CITY MANAGER IN THE EVENT OF
THE ABSENCE OF RENAÉ OLLIE, INTERIM CITY MANAGER.**

WHEREAS, Article IV, Section 1(D), of the Wylie City Charter requires the City Manager, within 30 days of taking office, to designate a staff member to serve as the Acting City Manager in their absence; and

WHEREAS, Renaé Ollie filed a letter with the City Secretary designating Lety Yanez as Acting City Manager in the event of her absence or disability.

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

SECTION 1: Lety Yanez is hereby ratified as Acting City Manager in the absence or disability of Renaé Ollie.

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 27th day of October 2026.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

**Our Mission...**

*...to be responsible stewards of the public trust,
to strive for excellence in public service
and to Enhance the quality of life for all.*

October 14, 2026

Stephanie Storm
City Secretary
City of Wylie

Stephanie,

Under Article IV, Section 1(D) of the City Charter, the City Manager must designate an alternate within 30 days of taking office by filing a letter with the City Secretary. The City Council will consider the designated alternate for ratification at the October 27, 2026 meeting.

In the event of my absence or disability, I am designating Lety Yanez as Acting City Manager

A handwritten signature in black ink that reads 'Renaé Ollie'.

Renaé Ollie
Interim City Manager
City of Wylie



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Renae' Ollie

Account Code: _____

Subject

Consider, and act upon, the approval of a Cross Access Easement and Use Restriction Agreement between the City of Wylie, Texas, and Costco Wholesale Corporation, and authorize the Mayor to execute the agreement.

Recommendation

Motion to approve the Item as presented.

Discussion

Costco Wholesale Corporation (Owner) of the subject property has agreed to grant an access easement for the benefit of the City property to use the access drive for vehicular and pedestrian ingress and egress.

Additionally, owner has placed certain restrictions on the use of that parcel designated in Exhibit B-1 Legal Description of City Restricted Parcel and consisting of 5.4785 acres of land.

ACCESS DRIVE EASEMENT AGREEMENT

This Access Drive Easement Agreement is made and entered into as of this _____ day of _____, 2026 (the “**Effective Date**”), by and between **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“**Costco**”), and the **CITY OF WYLIE, TEXAS**, a Texas home rule city (“**City**”).

RECITALS:

A. Costco is the owner of that certain real property located at the Northwest Corner of the intersection of West FM 544 and South Westgate Way in Wylie, Collin County, Texas referred to herein as the “**Costco Property**”, as more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. City is the owner of that certain real property situated adjacent to the Costco Property, as such real property is more particularly described on Exhibit “B”, attached hereto and incorporated herein by this reference (the “**City Property**”).

C. Costco has agreed to grant an access easement for the benefit of the City Property to use the Access Drive for vehicular and pedestrian ingress and egress to and from the City Property to and from West FM 544 upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Costco hereby agree as follows:

1. DEFINITIONS

In addition to terms defined elsewhere within this Agreement, the following terms shall have the following meanings:

“**Access Drive**” shall mean the drive to be constructed by Costco within the Access Drive Easement Area pursuant to the terms of this Agreement.

“**Access Drive Easement Area**” shall mean the Access Drive Easement Area depicted and labelled as such on Exhibit “C” attached hereto, and more particularly described on Exhibit “C-1” attached hereto.

“**Agreement**” shall mean this Access Drive Easement Agreement, as such may be amended from time to time.

“**Alcoholic Beverage Retailer**” is defined in Exhibit “D”.

“**City**” is defined in the Preamble.

“**City Property**” is defined in Recital B. If the City Property initially comprises or is later subdivided into more than one Parcel, then the term City Property shall collectively refer to all such Parcels.

“City Restricted Parcel” shall mean that certain 5.4785 acre parcel being the easternmost portion of the City Property and being more particularly described on Exhibit “B-1”, attached hereto and incorporated herein by this reference. If the City Restricted Parcel initially comprises or is later subdivided into more than one Parcel, then the term City Restricted Parcel shall collectively refer to all such Parcels.

“Costco” shall mean the Owner of the Costco Property. If there shall be more than one Owner of the land comprising the Costco Property, the term “Costco” shall refer: (1) to Costco Wholesale Corporation, so long as Costco Wholesale Corporation is an Owner or lessee of any portion of the land now comprising the Costco Property, and (2) to the Owner of the largest portion of the gross land area within the Costco Property if Costco Wholesale Corporation is no longer the Owner or lessee of any portion of the land now comprising the Costco Property.

“Costco Facility or Business” is defined in Exhibit “D”.

“Costco Property” is defined in Recital A. If the Costco Property initially comprises or is later subdivided into more than one Parcel, then the term Costco Property shall collectively refer to all such Parcels.

“Effective Date” is defined in the Preamble.

“Existing Mineral Interest” is defined in Section 6(a).

“Grocer” is defined in Exhibit “D”.

“Legal Requirements” shall mean all governmental laws, rules, regulations, orders, permits, approvals and ordinances.

“Merchandising Concept” is defined in Exhibit “D”.

“Minimum Depth” is defined in Section 6(a).

“Owner” as used in this Agreement shall initially mean each of the Persons executing this Agreement, and if any Parcel is hereafter subdivided or transferred, the owners of each such Parcel, as shown in the Real Property Records as of the date of the exercise of powers or rights or the performance by such Owners of obligations created by this Agreement, shall each be an “Owner”, further provided that (i) if any Parcel is subdivided into condominium units, the owner’s association or other governing body established in respect of such condominium unit shall be considered to be the Owner for purposes of this Agreement; and (ii) if any Owner shall transfer its present interest in a Parcel or a portion of such interest in such manner as to vest its present interest in such Parcel in more than one Person other than by creation of a separate legal lot (e.g., by the creation of a tenancy-in-common, joint tenancy or the like), then not less than a fifty-one percent (51%) interest of such transferees shall designate one of their number to act on behalf of all of such transferees in the exercise of the powers granted to such Owner under this Agreement and so long as such designation remains in effect, such designee shall be the Owner hereunder and shall have the power to bind such Parcel and such transferees, and such other transferees shall not be deemed to be Owners (any such designation must

be in writing and served upon the other Owners hereto by registered or certified mail, and must be recorded in the Real Property Records and in the absence of such written designation, the acts of the Owner whose interest is so divided with respect to the exercise of the powers vested by this instrument shall be binding upon all Persons having an interest in such Parcel until such time as written notice of such designation is given and recorded in the Real Property Records).

“**Parcel**” shall mean each portion of the land within the City Property and the Costco Property which has been conveyed or established as a separate lot by formal subdivision plat or other applicable subdivision requirements.

“**Permittees**” shall mean the Owners, all Persons from time to time entitled to the use and occupancy of any Parcel, or portion thereof, under any lease, deed or other arrangement under which such Person has acquired a right to the use and occupancy of such Parcel, or portion thereof, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

“**Person**” shall mean and include individuals, partnerships, firms, associations, limited liability companies, government agencies, joint ventures, corporations, or any other form of business entity.

“**Real Property Records**” shall mean the appropriate real property records of Collin County, Texas.

“**Wal-Mart**” is defined in Exhibit “D”.

2. CONSTRUCTION OF ACCESS DRIVE

(a) Costco to Construct. Costco agrees to construct the Access Drive, at Costco’s sole cost and expense, in connection with the development of the initial building on the Costco Property.

(b) Curb Cuts. The initial curb cuts from the City Property to the Access Drive will be in the locations shown on Exhibit “C” and Costco shall construct them as part of the initial construction of the Access Drive. The relocation of any curb cuts from the City Property to the Access Drive shall be at the sole cost and expense of the Owner(s) of the City Property or applicable portion thereof and shall be subject to the prior written approval of Costco, which may be given in Costco’s sole but reasonable discretion.

(c) Temporary Construction License. The Owner(s) of the City Property hereby grant(s) to Costco and its respective contractors, materialmen and laborers a temporary license for access and passage over and across the City Property as shall be reasonably necessary for Costco to construct the Access Drive, provided, however, that such license shall be in effect only during periods when actual construction is being performed.

3. EASEMENT

(a) Easement for Access Drive. Costco hereby grants and conveys to City and the future Owners of the City Property, for the benefit of the Owners of the City Property and their

respective Parcels and Permittees a perpetual nonexclusive easement upon, over and across the Access Drive for the purposes of pedestrian and vehicular access, ingress and egress through the Access Drive to and from West FM 544.

(b) No Parking or General Access Easements. No easements, except for the easements expressly granted herein, shall be implied by this Agreement. This Agreement creates no cross-parking easements between the City Property and the Costco Property, and the Owners hereby specifically disclaim any intention to create shared parking areas between the City Property and the Costco Property. Further, this Agreement creates no cross access easements over any driveways, parking areas or other portions of either the City Property or the Costco Property other than the Access Drive in the Access Drive Easement Area and the Owners hereby specifically disclaim any intention to create general access easements over the City Property and the Costco Property outside of the Access Drive.

(c) Construction Traffic. After completion of construction of the Access Drive and completion of construction of the initial building on the Costco Property, no portion of the Access Drive shall be used for access for construction traffic (including heavy construction vehicles, and the vehicles of construction workers).

(d) Unimpeded Access. Each Owner covenants not to impede free access through the Access Drive except as necessary to perform construction and maintenance of the Access Drive as provided in this Agreement.

(e) Prohibition Against Granting Easements. No Owner or Permittee of any portion of the City Property, shall grant an easement or easements to use the Access Drive for the benefit of any Person other than an Owner or its Permittee of the City Property, which includes the general public as a Permittee, or for the benefit of any property not contained within the City Property unless approved by Costco in writing in its sole and absolute discretion.

(f) Right to Relocate, Modify or Reconfigure. Costco shall have the right to relocate, modify or reconfigure the Access Drive and/or the Access Drive Easement Area so long as reasonably comparable access from the City Property to and from West FM 544 is provided (except during reasonable periods of construction of any such relocation, modification or reconfiguration).

4. MAINTENANCE

(a) Maintenance of Access Drive. After the Access Drive is constructed, Costco shall, at its sole cost and expense, at all times light, maintain and repair the Access Drive, and keep the same in good condition and repair, and clean and free of rubbish, ice, and snow accumulations. However, if any damage, beyond normal wear and tear caused by typical vehicular use of the Access Drive, is caused to the Access Drive by another Owner, or such Owner's Permittees, during delivery, construction, repair, maintenance, or other extraordinary use of the Access Drive, or portions thereof, then such Owner shall pay Costco the reasonable costs incurred in repairing such damage within 30 days after receipt of an invoice, along with reasonable supporting documentation, for the same.

(b) Temporary License. The Owner(s) of the City Property hereby grant(s) to Costco and its respective contractors, materialmen and laborers a temporary license for access and

passage over and across the City Property as shall be reasonably necessary for Costco to maintain the Access Drive and the Access Drive Easement Area, provided, however, that such license shall be in effect only during periods when actual maintenance is being performed.

5. DAMAGE TO ACCESS DRIVE; EMINENT DOMAIN; INSURANCE, INDEMNITY

(a) Restoration of Access Drive. In the event of any damage or destruction to the Access Drive or any portion thereof, Costco shall restore, repair or rebuild such damaged portion of the Access Drive with all due diligence as nearly as possible to at least as good a condition as existing just prior to such damage or destruction.

(b) Eminent Domain. If any portion of the Access Drive shall be taken by eminent domain or any other similar authority of law, Costco shall promptly repair and restore the affected portion of the Access Drive as nearly as practicable to the condition existing just prior to such condemnation in a location determined by Costco so as to preserve the access as intended under this Agreement, in a good and workmanlike manner and in compliance with applicable Legal Requirements. Costco may relocate the Access Drive or affected portions thereof to the extent necessary to provide the City Property with similar access to and from West FM 544.

(c) Liability Insurance. For so long as the City owns any portion of the City Property, the City shall maintain its standard levels and types of insurance or self-insurance equivalent in accordance with the City's standard practices. Each subsequent Owner of any portion of the City Property, but specifically excluding the City, shall, severally, at all times during the term of this Agreement, maintain or cause to be maintained in full force and effect an "Occurrence Based" commercial general liability insurance policy covering its Parcel, complying with the following requirements:

(i) Such insurance shall be issued by an insurance company or companies having a Best's Key Rating Guide Property/Casualty (United States) rating of at least B+ and a financial rating of VIII or better (or a comparable standard under an international rating system).

(ii) Such insurance shall include coverage for any accident resulting in bodily injury to or the death of any person and consequential damages arising therefrom, and property damage, in an amount not less than \$5,000,000, as such amount is adjusted to pursuant hereto, per occurrence and including coverage of the contractual liability contained in Section 5(d) below.

(iii) Such insurance shall cause Costco to be an additional insured and shall (A) provide that such policy shall not be canceled without the insurer endeavoring to provide the kind of notice that would be otherwise provided under the applicable ACCORD certificate; (B) provide for severability of interests; and (C) provide that an act or omission of one of the insureds or additional insureds that might otherwise void or reduce coverage shall not void or reduce the coverage as to the other insureds or additional insureds. Costco need not be named individually or by an endorsement to such policy, but may be named as part of a class or group of parties granted additional insured status under such policy.

(iv) Each Owner of any portion of the City Property shall furnish to Costco upon written request evidence that the insurance referred to in this Section 5(c) is in full force and effect.

d. Indemnity. TO THE FULLEST EXTENT PERMITTED UNDER LAW, each Owner of any portion of the City Property (each an “**Indemnitor Owner**”) shall indemnify, defend and hold harmless Costco and Costco’s officers, directors, employees, agents and contractors (each an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys’ fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use of the Access Drive by such Indemnitor Owner or its Permittees. **CITY’S INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, AND WITH THE UNDERSTANDING THAT CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.** Without limitation, it is the intention of each Indemnitor Owner and each such Indemnitor Owner agrees that IF AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOREGOING INDEMNITY SHALL INCLUDE THE DUTY TO DEFEND CLAIMS ALLEGING OR INVOLVING THE JOINT OR COMPARATIVE NEGLIGENCE OF COSTCO OR ANY OF THE OTHER INDEMNIFIED PARTIES (but not the sole negligence, gross negligence or willful misconduct of any Indemnified Party) provided, however, if it is determined by a court of competent jurisdiction in a final non-appealable judgment (i) that an Indemnified Party was not solely negligent, then the amount the Indemnitor Owner shall reimburse the Indemnified Party shall include all costs incurred by the Indemnified Party in defending such claim, or (ii) that a claim was caused, in whole or in part, by the negligence of an Indemnified Party and such claim is not covered by the insurance required to be carried by the Indemnitor Owner under this Agreement, then such Indemnified Party shall reimburse the Indemnitor Owner for all costs, expenses and liabilities incurred by the Indemnitor Owner in connection with the foregoing indemnity attributable to the percentage which such Indemnified Owner was found at fault in such judgment which was not covered by the insurance required to be carried by the Indemnitor Owner under this Agreement.

6. USE RESTRICTIONS; RESTRICTIVE COVENANT; NO OPERATING COVENANT

(a) Prohibited Uses. No portion of the City Restricted Parcel may be used for any of the following uses:

- (i) any public or private nuisance;
- (ii) any adult cinema, massage parlor (provided that therapeutic massage services performed by state-licensed massage therapists ~~in regional and national operations such as those operated by Massage Envy in first class shopping centers in the DFW metropolitan area as of Effective Date~~ shall be permitted so long as they are not open between the hours of 9:00 p.m.-7 a.m.), video store or bookstore selling, renting or exhibiting primarily any

pornographic, lewd, suggestive or “adult” newspaper, book, magazine, film, picture, representation or merchandise of any kind;

(iii) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, provided that recorded background music by speaker on a restaurant patio shall be permitted and typical dumpster service shall not violate this restriction;

(iv) any obnoxious odor; provided, however, reasonable and customary aromas resulting from normal and lawful indoor food preparation and cooking activities in a restaurant shall not violate this restriction;

(v) any excessive quantity of dust, dirt, or fly ash;

(vi) any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

(vii) any distillation (other than so-called micro-brewing of beer), refining, smelting, agriculture or mining operations;

(viii) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(ix) any use of the surface of any portion of the City Restricted Parcel or any area below the surface of the City Restricted Parcel at a depth of less than 1,000 feet (the “**Minimum Depth**”) for the City Restricted Parcel, exploration or production of, or drilling for and/or removal of oil, gas, minerals and other subsurface substances; provided, however, that the foregoing shall not prohibit the exploration, the City Restricted Parcel, production, drilling or removal of oil, gas, minerals and other subsurface substances conducted from surface locations outside the City Restricted Parcel which do not require entry onto or use of the surface of any of the City Restricted Parcel or any area below the surface of the City Restricted Parcel above the Minimum Depth, including, but not limited to, directional drilling under or through the subsurface below the Minimum Depth from well sites located outside the City Restricted Parcel so long as no portion of any well shall be drilled under and/or through any portion of the City Restricted Parcel at a depth of less than the Minimum Depth measured vertically from the surface of the applicable portion of the City Restricted Parcel; the foregoing is not intended to, nor shall, impose any restrictions on the holder of any interest in the oil, gas, minerals and other subsurface substances as of the date of this Agreement, including any current lessee under any lease allowing for the production of oil, gas, minerals or other subsurface substances (the “**Existing Mineral Interest**”), so long as the holder of such Existing Mineral Interest is not an Owner; provided, however, that no Owner shall grant, consent to, or permit, an expansion of an Existing Mineral Interest beyond that existing as of Effective Date if such expansion would be in violation of the restrictions set forth in this Section;

(x) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose (but the same does not prohibit government-required consumer recycling facilities);

(xi) any cemetery, mortuary or similar service establishment, but the foregoing shall not prohibit the sale of caskets, urns or other funerary equipment or products;

(xii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(xiii) any second-hand or thrift stores, or flea market;

(xiv) any dry-cleaning facilities utilizing hazardous substances with an on-premises plant;

(xv) any industrial use;

(xvi) any bar, tavern, restaurant or other food service establishment that has more than thirty-five percent (35%) of its gross sales derived from the sale of wine, beer or other alcoholic beverages;

(xvii) any theater or cinema;

(xviii) any entertainment, recreation or amusement use, whether directed to children or adults; such prohibited uses shall include, without limitation, any one or more of the following: skating rink, bowling alley, teenage discotheque, discotheque, dance hall, video game parlor, pool room, off-track betting facility, casino, card club, bingo parlor, facility containing gaming equipment, planned play environment, arcade games, amusement gallery, rides, video or redemption games, play for fun casino games, rodeo simulations, other sport simulations and carnival activities;

(xix) any athletic club, health club, fitness center, gym, exercise studio, yoga or pilates studio, or any similar facilities; larger than 10,000 square feet;

(xx) any school, training, educational or day care facility larger than 5,000 square feet, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers;

(xxi) any automobile, truck, trailer, recreational vehicle, boat or other motorized vehicle sales, leasing, renting or display;

(xxii) any business with drive-up or drive-through lanes (unless the existence, location, orientation and stacking lanes are approved in advance by Costco);

(xxiii) any apartment, home or other residential use; or

(xxiv) any church, synagogue, mosque or other place of worship.

(b) Costco Facility or Business. The restrictions set forth in Section 6(a) above shall not apply to any Costco Facility or Business which may in the future be situated on the City Restricted Parcel.

(c) Restrictive Covenant. City, on behalf of itself and each future Owner of the City Restricted Parcel, hereby covenants and agrees to the restrictive covenants set forth on Exhibit "D" attached hereto.

(d) Operating Covenant. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be construed to contain a covenant, express or implied, by Costco or any other Owner or any Permittee to open or commence operations of a business on such Owner's Parcel or to continuously operate a business on such Owner's Parcel. Further, an Owner may, without prior notice or consent, cease operations of any business then being operated on its Parcel. Each Owner (for itself and any Permittees of such Owner) hereby acknowledges and agrees that it is not relying upon Costco or any other Owner or Permittee to open or operate a business on the Costco Parcel or on any such other Owner's Parcel. Nothing in this Section 6(d) shall affect any operating covenant in any lease or agreement affecting any portion of the City Property or Costco Property.

7. MISCELLANEOUS

(a). Notices. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

To City	300 Country Club Rd., Bldg. 100 Wylie, TX 75098 Attention: City Manager
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attention: Chris Zillmer
To Costco:	Costco Wholesale Corporation 999 Lake Drive Issaquah, Washington 98027 Attention: Legal Dept/Property Management Re: Location # [REDACTED] (Wylie, Texas)
With a copy to:	Holland & Knight L.L.P. One Arts Plaza 1722 Routh Street, Suite 1500 Dallas, Texas 75201-2533 Attention: Ray T. Khirallah

Any such notice shall be deemed to be given on the first date on which it is received or receipt thereof is refused.

(b) Binding Effect. All of the covenants, conditions, easements, and restrictions contained herein shall attach to and run with the Costco Property and the City Property, and shall, except as otherwise set forth herein, benefit or be binding upon the successors and assigns of the respective Owners; provided, however, that, such covenants, conditions, easements and restrictions shall be binding upon, enforceable against, and enforceable by each Owner only

with respect to the respective successive periods in which each Owner of the City Property and the Costco Property is an Owner and with respect to obligations which accrue during their respective period of ownership. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as equitable servitudes in favor of said Parcels and any portion thereof.

(c) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owners may have by reason of any breach of this Agreement.

(d) Effect on Third Parties. The rights, privileges, or immunities conferred hereunder are for the benefit of the Owners and not for any third party.

(e) No Partnership. Neither this Agreement nor any acts of the Owners shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners.

(f) Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by Costco. Any change, modification, amendment or rescission which is made without such written consent of Costco shall be null and void and of no effect. In addition, no modification, amendment or change of this Agreement that, in any material respect, increases the obligations of, or adversely affects the rights of any Owner or impairs in any material respect use of the Access Drive by any Owner or its Permittees shall be valid unless the same is in writing and signed by such affected Owner as well as by Costco. Costco shall have the right to grant a waiver or variance to any Owner of any of the terms of this Agreement, including without limitation any use restrictions set forth in Section 6, without the necessity of joinder by, or approval of, any other Owner.

(g) Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

(h) Governing Law. This Agreement and the obligations of the Owners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State in which the Access Drive is located, without regard to its conflicts of law provisions.

(i) Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one Agreement.

(k) Captions. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

(l) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Drive to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

(m) Release. If an Owner shall sell, transfer or assign its entire Parcel or its interest therein, it shall, except as provided otherwise in this Agreement, be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment.

(n) Entire Agreement. This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Owners with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Owner.

(o) Waiver of Default. No waiver of any default by any Owner shall be implied from any omission by any Owner to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Owner to or of any act or request by any other Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent or similar acts or requests. The rights and remedies given to any Owner by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such Owner might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any Owner shall not impair such Owner's standing to exercise any other right or remedy.

(p) Exhibits. The following are attached to this Agreement and incorporated by reference for all purposes.

Exhibit "A" Legal Description of the Costco Property
 Exhibit "B" Legal Description of the City Property
 Exhibit "B-1" Legal Description of the City Restricted Parcel
 Exhibit "C" Depiction of Access Easement Area and Access Drive
 Exhibit "C-1" Legal Description of Access Drive Easement Area
 Exhibit "D" Restrictive Covenant

**SIGNATURE PAGE TO
 ACCESS EASEMENT AGREEMENT
 BY AND BETWEEN
 THE CITY OF WYLIE, TEXAS AND COSTCO WHOLESALE CORPORATION**

Executed as of the date first above written.

CITY:

CITY OF WYLIE, TEXAS
a Texas home rule city

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 202__ by
_____, the _____ of the CITY OF WYLIE, a Texas home rule city.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[SEAL]

**SIGNATURE PAGE TO
ACCESS EASEMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WYLIE, TEXAS AND COSTCO WHOLESALE CORPORATION
AND COSTCO WHOLESALE CORPORATION**

Executed as of the date first above written.

COSTCO:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__ by
_____ the _____ of Costco Wholesale Corporation, a Washington
corporation, on behalf of such corporation.

Notary Public in and for the State of _____

Typed or Printed Name of Notary

My Commission Expires: _____

[SEAL]

EXHIBIT "A"**LEGAL DESCRIPTION OF THE COSTCO PROPERTY****[LEGAL IS FROM TITLE COMMITMENT WITH EFFECTIVE DATE 10-2-26 –
SUBJECT TO REVIEW PRIOR TO EXECUTION OF AGREEMENT**

BEING a tract of land situated in the MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563, the ELLIOT C. DAVIDSON SURVEY, ABSTRACT NO. 266 and the DUKE STRICKLAND SURVEY, ABSTRACT NO. 841, City of Wylie, Collin County, Texas and being all of a tract of land as described in deed to Keles Group, Inc., recorded in County Clerk's File No. 2024000127438, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), all of a tract of land as described in deed to L.M.B., recorded in County Clerk's File No. 2025000007604, O.P.R.C.C.T., all of Lot 2, Block A, Westgate Development Subdivision, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2021, Page 646, O.P.R.C.C.T., all of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in 2025000163533, O.P.R.C.C.T., all of Lot 1, Block A, M.J.D. & J.H.M. Enterprises, recorded in Cabinet N, Page 154, Plat Records, Collin County, Texas, all of a tract of land as described in deed to Wylie Realty Investments, L.L.C., recorded in County Clerk's File No. 2022000087717, O.P.R.C.C.T., and all of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's File No. 2025000124903, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the intersection of the Westerly right-of-way line of S. Westgate Way (a 65' right-of-way) and the Southerly line of a tract of land as described in deed to D.A.R.T. (Dallas Area Rapid Transit), recorded in Volume 3424, Page 126, Deed Records, Collin County, Texas, said iron rod also being the most Northerly Northeast corner of said Lot 2, Block A of said Westgate Development Subdivision;

THENCE South 02 deg 04 min 50 sec East, departing said Southerly line and along said Westerly right-of-way line, a distance of 262.05 feet to a 5/8-inch iron rod found for corner and the beginning of a curve to the left having a radius of 582.50 feet, a central angle of 19 deg 54 min 18 sec, a chord bearing of South 12 deg 01 min 59 sec East and a chord length of 201.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Northeast corner of Lot 1B, Block A, American National Bank Addition No. 2, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Volume 2014, Page 695, O.P.R.C.C.T.;

THENCE North 86 deg 57 min 29 sec West, departing the Westerly right-of-way line of said S. Westgate Way and along the North line of said Lot 1B, Block A, at a distance of 177.42 feet passing a point for the Northwest corner of said Lot 1B, Block A, the Northeast corner of Lot 1, Block A of said Westgate Development Subdivision from which a 1/2-inch iron rod with yellow plastic cap stamped "RPLS5587" found bears North 28 deg 23 min 26 sec West, a distance of 0.22 feet, in all a total distance of 309.66 feet to a point for the Northwest corner of Lot 1, Block A of said Westgate Development Subdivision and the Northeast corner of said

L.M.B. Partnership, Ltd. tract from which a 1/2-inch iron rod with yellow plastic cap stamped "BURNS" bears North 52 deg 46 min 32 sec West, a distance of 0.32 feet;

THENCE South 03 deg 02 min 31 sec West, departing the North line and along the West line of said Lot 1, Block A and along an East line of said L.M.B. Partnership, Ltd. tract, a distance of 342.07 feet to a point for corner from which an "X" cut in concrete found bears North 30 deg 58 min 53 sec West, a distance of 0.34 feet, said point being situated in the North right-of-way line of F.M. 544 (a variable width right-of-way);

THENCE departing the East line of said L.M.B. Partnership, Ltd. tract and along said North right-of-way, the following:

North 87 deg 54 min 09 sec West, a distance of 130.78 feet to a point for corner from which a 5/8-inch iron rod with yellow plastic cap stamped "TRAVERSE" found bears South 89 deg 43 min 51 sec West, a distance of 0.40 feet;

North 03 deg 01 min 06 sec East, a distance of 7.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 86 deg 32 min 33 sec West, a distance of 214.07 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

South 03 deg 27 min 27 sec West, a distance of 9.85 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a non-tangent curve to the right having a radius of 5,669.58 feet, a central angle of 05 deg 59 min 41 sec, a chord bearing of North 84 deg 05 min 46 sec West and a chord length of 592.93 feet;

Along said non-tangent curve to the right, an arc distance of 593.20 feet to a 1/2-inch iron rod with yellow plastic

cap stamped "ROOME" found for corner;

North 56 deg 15 min 23 sec West, a distance of 45.13 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

North 80 deg 31 min 18 sec West, a distance of 60.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner;

South 75 deg 26 min 26 sec West, a distance of 45.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner and the beginning of a non-tangent curve to the right having a radius of 5,669.58 feet, a central angle of 03 deg 20 min 18 sec, a chord bearing of North 78 deg 01 min 40 sec West and a chord length of 330.30 feet;

Along said non-tangent curve to the right, an arc distance of 330.35 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" found for the Southeast corner of a tract of land (Tract III) as described in deed to the City of Wylie, Texas, recorded in County Clerk's File No. 20050209000170650, O.P.R.C.C.T., the Southeast corner of Lot 4, Block A, Wylie Civic Center Addition, an addition to the City of Wylie, Collin County, Texas, according to the plat

thereof recorded in Volume 2011, Page 56, O.P.R.C.C.T., and the Southwest corner of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's File No.

2025000124903, O.P.R.C.C.T.;

THENCE North 02 deg 45 min 16 sec East, departing the North right-of-way line of said F.M. 544 and along the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract and the West line of said Wylie Economic Development Corporation tract, a distance of 628.48 feet to a 1/2-inch iron rod found for corner, said iron rod being the Northeast corner of said Lot 4, Block A, Wylie Civic Center Addition and said City of Wylie, Texas (Tract III) tract and the Northwest corner of said Wylie Economic Development Corporation tract and being situated in the Southerly line of said D.A.R.T. tract, said iron rod being the beginning of a non-tangent curve to the left having a radius of 4,147.89 feet, a central angle of 09 deg 03 min 36 sec, a chord bearing of South 86 deg 36 min 12 sec East and a chord length of 65520 feet;

THENCE departing the East line of said Lot 4, Block A and City of Wylie, Texas (Tract III) tract and along the Northerly line of said Wylie Economic Development Corporation tract and the Southerly line of said D.A.R.T. tract, the following:

Along said non-tangent curve to the left, an arc distance of 655.88 feet to a 1/2-inch iron rod with yellow plastic cap stamped "ROOME" found for corner, said iron rod being the Northeast corner of said Wylie Economic Development Corporation tract and the Northwest corner of a tract of land as described in deed to Wylie Realty Investments, L.L.C., recorded in County Clerk's File No. 2022000087717, O.P.R.C.C.T.;

South 89 deg 34 min 09 sec East, a distance of 39.27 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 88 deg 22 min 31 sec East, a distance of 950.49 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 25.484 acres or 1,110,102 square feet of land, more or less.

EXHIBIT "B"**LEGAL DESCRIPTION OF THE CITY PROPERTY**

Being a tract of land, situated in the Michael Millirons Survey, Abstract No. 563, in the City of Wylie, Collin County, Texas, and being a part of Lot 4, of WYLIE CIVIC CENTER ADDITION, an addition to the City of Wylie, as recorded in Volume 2011, Page 56, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "HALFF" found for the southeasterly corner of said Lot 4, same being the southwesterly corner of a called 8.573 acre tract, described in deed to the Wylie Economic Development Corporation, as recorded under Document No. 2025000124903, O.P.R.C.C.T., said corner being in the northeasterly monumented line of West F.M. 544 (variable width public right-of-way), from which a 1/2" iron rod found for the southeasterly corner of said 8.573 acre tract bears, South 79°02'04" East, a distance of 545.42', said corner also being at the beginning of a non-tangent curve to the right, having a radius of 5669.58', a central angle of 03°49'39", and a chord which bears, North 74°21'50" West, a chord distance of 378.67';

THENCE along the northeasterly monumented line of said West F.M. 544, the following (5) five courses and distances:

1. Thence along said curve to the right, in a northwesterly direction, an arc length of 378.74' to a TxDOT aluminum monument found for corner;
2. North 47°05'47" West, a distance of 54.75' to a 1/2" iron rod with a red plastic cap found for an angle point;
3. North 71°33'27" West, a distance of 80.00' to a 1/2" iron rod with a plastic cap found for corner;
4. South 83°54'29" West, a distance of 54.92' to a 1/2" iron rod found for corner;
5. North 71°03'49" West, a distance of 1119.39' to a point for the most westerly southwest corner of said Lot 4, same being the southeasterly corner of a called 1.336 acre tract, described in deed to Harvey West, as recorded under Document No. 20140709000703640, O.P.R.C.C.T.;

THENCE North 16°48'00" West, departing the northeasterly monumented line of said West F.M. 544, along the common line between said Lot 4 and said 1.336 acre tract, a distance of 384.17' to a 1/2" iron rod with a plastic cap stamped "RPLS 4653" found for the most westerly corner of said Lot 4, same being the most northerly corner of said 1.336 acre tract, said corner also being in the southeasterly line of a tract of land, described in deed to Texas Power and Light Company (now known as Oncor Electric Delivery Company), as recorded in Volume 575, Page 224, of the Deed Records, Collin County, Texas (D.R.C.C.T.);

THENCE North 49°48'50" East, along the common line between said Lot 4 and said Texas Power and Light Company tract, a distance of 13.89' to a point for the northwesterly corner of said Lot 4, same being the northeasterly corner of said Texas Power and Light Company tract, said corner also being in the southwesterly right-of-way line of Dallas Area Rapid Transit (100' right-of-way), from which a 1/2" iron rod with a plastic cap stamped "HALFF" found bears, South 39°10'02" West, a distance of 0.58';

THENCE along the southwesterly right-of-way line of said Dallas Area Rapid Transit, the following (2) two courses and distances:

1. South 81°01'15" East, a distance of 1696.76' to a point for corner, being at the beginning of a non-tangent curve to the left, having a radius of 4062.72', a central angle of 00°41'36", and a chord which bears, South 81°41'25" East, a chord distance of 49.17';

2. Thence along said curve to the left, in a southeasterly direction, an arc length of 49.17' to a point for the northeasterly corner of said Lot 4, same being the northwesterly corner of the aforementioned 8.573 acre tract, from which a 1/2" iron rod found bears, South 11°15'25" West, a distance of 1.14';

THENCE South 02°45'05" West, along the common line between said Lot 4 and said 8.573 acre tract, a distance of 627.60' to the POINT OF BEGINNING and containing 833,305 square feet or 19.130 acres of land, more or less.

EXHIBIT "B-1"**LEGAL DESCRIPTION OF THE CITY RESTRICTED PARCEL**

Being a tract of land, situated in the Michael Millirons Survey, Abstract No. 563, in the City of Wylie, Collin County, Texas, and being a part of Lot 4, of WYLIE CIVIC CENTER ADDITION, an addition to the City of Wylie, as recorded in Volume 2011, Page 56, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "HALFF" found for the southeasterly corner of said Lot 4, same being the southwesterly corner of a called 8.573 acre tract, described in deed to the Wylie Economic Development Corporation, as recorded under Document No. 2025000124903, O.P.R.C.C.T., said corner being in the northeasterly monumented line of West F.M. 544 (variable width public right-of-way), from which a 1/2" iron rod found for the southeasterly corner of said 8.573 acre tract bears, South 79°02'04" East, a distance of 545.42', said 1/2" iron rod with a yellow plastic cap stamped "HALFF" found, also being in a curve to the right, having a radius of 5669.58', a central angle of 03°49'39", and a chord which bears, North 74°21'50" West, a chord distance of 378.67';

THENCE in a northwesterly direction, along said curve to the right, an arc length of 378.74' to a TxDoT monument found for corner;

THENCE continuing along the northeasterly monumented line of said West F.M. 544, the following (2) two courses and distances:

1. North 47°05'47" West, a distance of 54.75' to a 1/2" iron rod with a red plastic cap found for an angle point;
2. North 71°33'27" West, a distance of 40.00' to a point for corner, being the most westerly southwest corner of the herein described tract, from which a 1/2" capped iron rod found bears, North 71°33'27" West, a distance of 40.00';

THENCE over and across said Lot 4, the following (4) four courses and distances:

1. North 12°01'55" East, a distance of 145.00' to a point for corner;
2. North 15°13'23" East, a distance of 292.00' to a point for corner;
3. North 40°12'19" East, a distance of 67.00' to a point for corner;
4. North 06°09'19" East, a distance of 50.00' to a point for corner, being the northwesterly corner of the herein described tract, same being in the southwesterly line of the Dallas Area Rapid Transit 100' right-of-way;

THENCE along the southwesterly right-of-way line of Dallas Area Rapid Transit, the following (2) two courses and distances:

1. South $81^{\circ}01'15''$ East, a distance of 272.00' to a point for corner, being at the beginning of a non-tangent curve to the left, having a radius of 4062.72', a central angle of $00^{\circ}41'36''$, and a chord which bears, South $81^{\circ}41'25''$ East, a chord distance of 49.17';

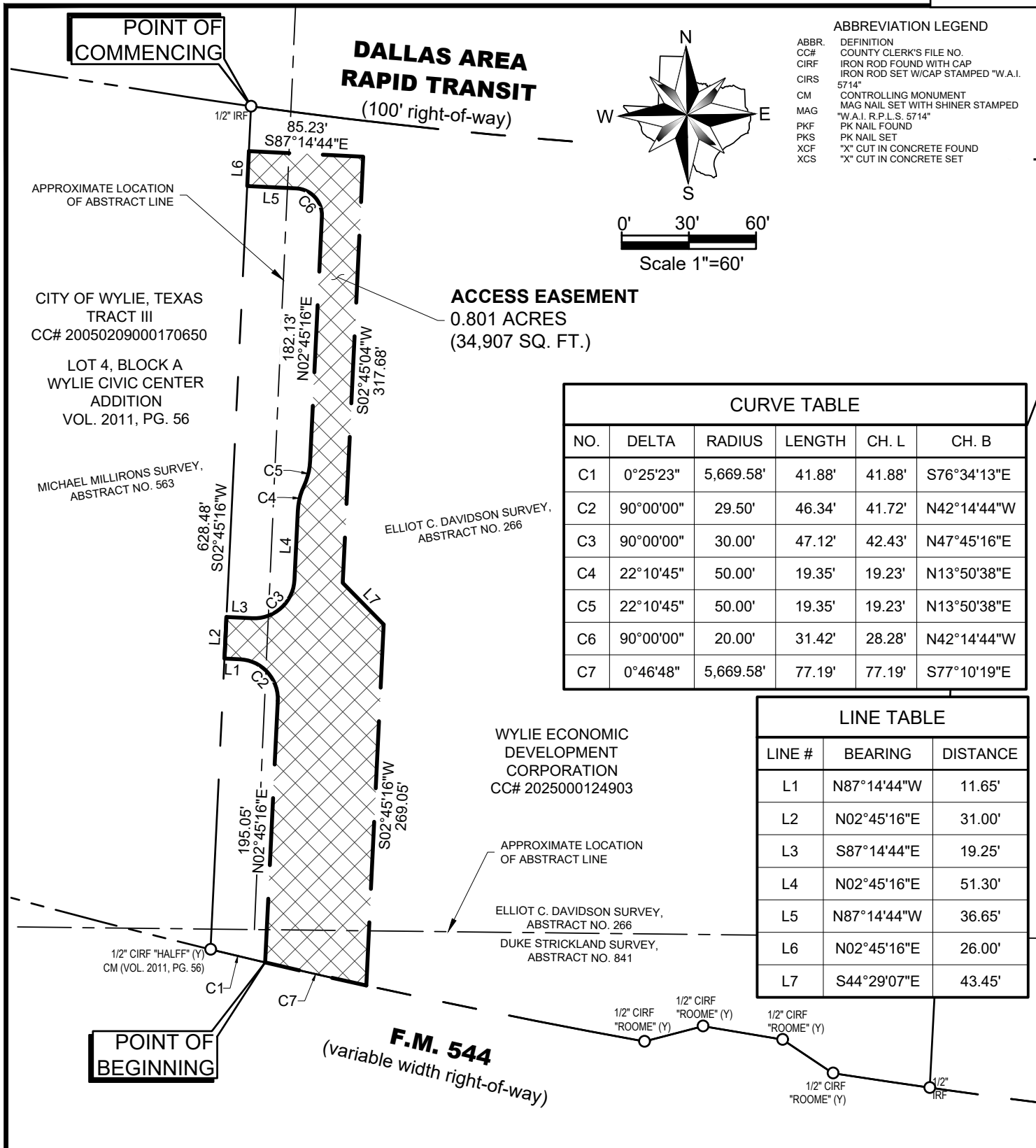
2. Thence along said non-tangent curve to the left, in a southeasterly direction, an arc length of 49.17' to a point for corner, being the northeasterly corner of said Lot 4, same being the northwesterly corner of the aforementioned 8.573 acre tract, from which a 1/2" iron rod found bears, South $11^{\circ}15'25''$ West, a distance of 1.14';

THENCE South $02^{\circ}45'05''$ West, along the common line between said Lot 4 and said 8.573 acre tract, a distance of 627.60' to the POINT OF BEGINNING and containing 238,644 square feet or 5.4785 acres of land, more or less.

EXHIBIT “C”

DEPICTION OF ACCESS EASEMENT AREA AND ACCESS DRIVE

**NOTE, THIS EXHIBIT SHOULD ALSO SHOW THE CURB CUTS FROM THE
ACCESS DRIVE TO THE CITY PROPERTY**



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230

(972) 490-7099
(972) 490-7099 FAX

Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26
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Scale : 1" = 100'	REVIEWED		
Date : 10.13.26	0	000	00.00.0000
Project No. : 58846.0A	No.	TECH	DATE
Dwg. File : 58846.0A-ACCESS-ESMT			

EXHIBIT "C"
ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET
1
OF
3

EXHIBIT “C-1”

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

ACCESS EASEMENT EXHIBIT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEING a tract of land situated in the MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563, DUKE STRICKLAND SURVEY, ABSTRACT NO. 841, and ELLIOT C. DAVIDSON SURVEY, ABSTRACT NO. 266, in the City of WYLIE, COLLIN County, Texas, and being a portion of a tract of land as described in deed to Wylie Economic Development Corporation, recorded in County Clerk's No. 2025000124903, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the Northwest corner of said Wylie Economic Development Corporation tract, and the Northeast corner of Lot 4, Block A, Wylie Civic Center Addition found in Volume 2011, Page 56, and situated in the South right-of-way line of Dallas Area Rapid Transit Railroad right-of-way (100 foot right-of-way);

THENCE South 02 deg 45 min 16 sec West along the West line of said Wylie Development Corporation, and the East line of said Lot 4 Block A, a distance of 628.48 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" found for the Southwest corner of said Wylie Economic Development tract, and the Southeast corner of said Lot 4, Block A, being situated in the North right-of-way line of F.M. 544 (a variable width right-of-way), said iron rod also being the beginning of a curve to left, having a radius of 5,669.58, a central angle of 00 deg 25 min 23 sec, a chord bearing of South 76 deg 34 min 13 sec East, and a chord length of 41.88 feet;

THENCE departing said common line, and along said curve to the left, said North right-of-way line, and the South line of said Wylie Economic Development Corporation, an arc distance of 41.88 feet to a point for corner, and the POINT OF BEGINNING;

THENCE departing said common line, and over and across said Wylie Economic Development tract, the following;

North 02 deg 45 min 16 sec East, a distance of 195.05 feet to a point for corner and the beginning a curve to the left, having a radius of 29.50 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 42 deg 14 min 44 sec West, and a chord length of 41.72 feet;

Along said curve to the left, a arc distance of 46.34 feet to a point for corner;

North 87 deg 14 min 44 sec West, a distance of 11.65 feet to a point for corner, said point being situated in the West line of said Wylie Economic Development Corporation tract, and the East line of said Lot 4, Block A;

THENCE North 02 deg 45 min 46 sec East, along said common line, a distance of 31.00 feet to a point for corner;

THENCE departing said common line, South 87 deg 14 min 44 sec East, a distance of 19.25 feet to a point for corner and the beginning of a curve to the left, having a radius of 30.00 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 47 deg 45 min 16 sec East, and a chord length of 42.43 feet;

Along said curve to the left, an arc distance of 47.12 feet to a point for corner;

North 02 deg 45 min 16 sec East, a distance of 51.30 feet to a point for corner and the beginning of a curve to the right, having a radius of 50.00 feet, a central angle of 22 deg 10 min 45 sec, and chord bearing of North 13 deg 50 min 38 sec East, and a chord length of 19.23 feet;

Along said curve to the left, an arc distance of 19.35 feet to a point for corner and the beginning of a curve to the left, having a radius of 50.00 feet, a central angle of 22 deg 10 min 45 sec, a chord bearing of North 13 deg 50 min 38 sec East, and a chord length of 19.23 feet;

Along said curve to the left, an arc distance of 19.35 feet to a point for corner;

(CON'T ON SHEET 3)



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230

(972) 490-7099
(972) 490-7099 FAX

Texas Engineers Registration No. 89
Texas Surveyors No. 10086600 Expires 12-31-26
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Scale : N/A	REVIEWED		
Date : 10.14.26	0	000	00.00.0000
Project No. : 58846.0A	No.	TECH	DATE
Dwg. File : 58846.0A-ACCESS-ESMT			

EXHIBIT "C-1"
ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET
2
OF
3

ACCESS EASEMENT EXHIBIT**(CON'T FROM SHEET 2)**

North 02 deg 45 min 16 sec East, a distance of 182.13 feet to a point for corner and the beginning of a curve to the left, having a radius of 20.00 feet, a central angle of 90 deg 00 min 00 sec, a chord bearing of North 42 deg 14 min 44 sec West, and a chord length of 28.28 feet;

Along said curve to the left, an arc distance of 31.42 feet to a point for corner;

North 87 deg 14 min 44 sec West, a distance of 36.65 feet to a point for corner, said point being situated in the West line of said Wylie Economic Development Corporation tract, and the East line of said Lot 4, Block A;

THENCE North 02 deg 45 min 16 sec East, along said common line, a distance of 26.00 to a point for corner;

THENCE departing said common line South 87 deg 14 min 44 sec East, a distance of 85.23 feet to a point for corner;

South 02 deg 45 min 04 sec West, a distance of 317.68 feet to a point for corner;

South 44 deg 29 min 07 sec East, a distance of 43.45 feet to a point for corner;

South 02 deg 45 min 16 sec West, a distance of 269.05 feet to a point for corner, being situated in the North right-of-way line of said F.M. 544, and the South line of said Wylie Economic Development Corporation tract, and the beginning of a curve to the right, having a radius of 5,669.58 feet, a central angle of 00 deg 46 min 48 sec, a chord bearing of North 77 deg 10 min 19 sec West, and a chord length of 77.19 feet;

THENCE along said curve to the right and said common line, an arc distance of 77.19 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 0.801 acres or 34,907 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of May, 2026, utilizing a G.P.S. bearing related to the Texas North Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

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Texas Surveyors No. 10086600 Expires 12-31-26
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Scale :	N/A	REVIEWED		
Date :	10.14.26	0	000	00.00.0000
Project No. :	58846.0A	No.	TECH	DATE
Dwg. File :	58846.0A-ACCESS-ESMT			

EXHIBIT "C-1"
ACCESS EASEMENT EXHIBIT
0.801 ACRES, (34,907 SQ. FT.)

SHEET
3
OF
3

EXHIBIT “D”

RESTRICTIVE COVENANT

Subject to the exclusion described below for a Costco Facility or Business, City hereby covenants and agrees, for itself and all future Owners of the City Restricted Parcel, that:

(a) No portion of the City Restricted Parcel shall be used or operated:

(i) as a wholesale or retail general merchandise facility that has a merchandising concept based upon a relatively limited number of stock keeping units in a large number of product categories (the “**Merchandising Concept**”);

(ii) as a business that conducts the retail sale of groceries or provides retail grocery delivery services, whether through a bricks and mortar store or by ecommerce sales, or otherwise operates as a grocery store or supermarket, including, without limitation, a grocery store or supermarket that forms a part of or is otherwise integrated into a larger retail store, such as the business concepts commonly referred to as a “supercenter” or “hypermarket” and specifically including Amazon Fresh including, without limitation, a specialty grocery store or supermarket operating under the trade name of H-E-B, Aldi, Wegmans, Trader Joe’s, Sprouts, Lidl, Whole Foods or any replacement trade name of any of the foregoing (a “**Grocer**”);

(iii) as a wholesale or retail establishment selling wine, beer, spirits or other alcoholic beverages intended for off-premises consumption (an “**Alcoholic Beverage Retailer**”);

(iv) as a “Wal-Mart” store or “Wal-Mart Supercenter” or any other store operated under the “Wal-Mart” brand (a “**Wal-Mart**”);

(v) to support a facility operating under the Merchandising Concept, as a Grocer, as an Alcoholic Beverage Retailer or as a Walmart (i.e., for parking or other necessary improvements for such a facility);

(vi) as a car wash;

(vii) as a motor vehicle fuel or service station; or

(viii) as motor vehicle tire sales, service or installation facility; provided that any motor vehicle tire sales, service or installation facility that is operated by and in connection with a general merchandise retail store or a traditional department store shall not be prohibited by this restriction.

(b) The Merchandising Concept restriction includes, but shall not be limited to: (i) any business that operates as a warehouse club; (ii) any business operated under the tradenames of Sam's, BJ's, Price Smart, Jetro or Smart and Final; and (iii) any business similar to those

operated under the tradenames Costco, Sam's, BJ's, Price Smart, Jetro or Smart and Final. The Merchandising Concept restriction does not prohibit any of the following uses on the City Restricted Parcel: (A) a specialty retail store that primarily sells goods in a few specific product categories, such as pet food, sporting goods, office supplies, home goods, home improvements, books, toys, party supplies, craft supplies, apparel, shoes, furniture, appliances or electronics; or (B) a traditional department store, discount department store or junior department store, such as Kohl's, Target or K Mart (but specifically excluding a Wal-Mart).

(c) Notwithstanding anything to the contrary contained herein, in no event shall any of the prohibitions set forth in paragraphs (a) or (b) above prohibit the City Restricted Parcel from being used for or as a Costco Facility or Business.

(d) As used herein, a “**Costco Facility or Business**” shall mean any facility or business owned, leased, franchised, managed, operated or controlled by Costco Wholesale Corporation or by any affiliate of or successor to Costco Wholesale Corporation, including, without limitation, a Costco Wholesale warehouse club, Costco Wholesale business center, or any of the constituent or ancillary uses associated therewith. A Costco Facility or Business shall also include a facility or business that is owned or operated by a person or entity other than Costco Wholesale Corporation, or any affiliate of or successor to Costco Wholesale Corporation, but .Facility or Business, such as leased or licensed departments, or co-branded or ancillary uses.

(e) These restrictive covenants shall run with the title to the City Restricted Parcel and shall be binding upon successors and assigns of City.

(f) City acknowledges that the breach of the foregoing restrictive covenants may cause immediate and irreparable harm for which damages are not an adequate remedy and that, to protect against such harm, Costco may seek and obtain from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any actual or threatened breach. Such an action for a restraining order or injunction is in addition to and does not limit any and all other remedies provided by law or equity.