Wylie City Council Regular Meeting

July 13, 2021 – 6:00 PM
Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098

CITY OF WYLIE

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Proclamation for Kunal Kapur.

PR2. Proclamation for Duc Traung.

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 June 22, 2021 Regular City Council Meeting minutes.

B. Consider, and act upon, updating the Parks and Recreation Board Bylaws.

C. Consider, and act upon, a Final Plat for Jacobs Addition Lots 1R-3-1, 1R-3-2, 1R-3-3, Block B, being a replat of Jacobs Addition Lot 1R-3, Block B, to establish three commercial lots on 4.728 acres, property located at 3010 FM 544.

D. Consider, and act upon, a Preliminary Plat for Lot 1, Block 1 of Dutch Bros Coffee addition to establish one commercial lot on 1.022 acres, property located at 2817 FM 544.

E. Consider, and act upon, Resolution No. 2021-17(R) authorizing the City Manager to execute a revised Wholesale Wastewater Collection Agreement with the Wylie Northeast Special Utility District.

F. Consider, and act upon, Resolution No. 2021-18(R) determining a public necessity to acquire certain properties for public use for rights-of-way (in fee simple), temporary construction easements and related improvements for the construction, expansion, access, repair, maintenance and replacement of Eubanks Lane (from Hwy 78 to approximately 1,000 feet north of Centennial Drive); giving notice of an official determination to acquire certain properties for public use for rights-of-way (in fee simple), temporary construction easements and related improvements for the construction, expansion, access, repair, maintenance and replacement of Eubanks Lane (from Hwy 78 to approximately 1,000 feet north of Centennial Drive); authorizing the City Manager of the City of Wylie, Texas, to establish procedures for acquiring the rights-of-way (in fee simple), temporary construction easements and related improvements

offering to acquire said property rights, voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.

REGULAR AGENDA

1. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through on 1.022 acres, property located at 2817 FM 544. (ZC 2021-18)

2. Consider, and act upon, Resolution No. 2021-19(R) supporting the Collin County Mobility Plan Update and the efforts to reduce the current and projected traffic congestion, and to provide more connectivity and enhance safety in the southeast portion of Collin County.

WORK SESSION

WS1. Discuss Wylie Wastewater Treatment Plant Demolition Options.

WS2. Discuss a potential change of zoning from Agricultural to Planned Development (PD-CC-MF) on approximately 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.

WS3. Discuss a potential change of zoning from Commercial Corridor to Planned Development (PD-CC-MF) on approximately 22 acres, generally located on the southwest corner of SH 78 and Wylie East Drive.

WS4. Discuss potential Bond Election projects and proposition verbiage.

WS5. Discuss FY 2022 Budget.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on its negotiating position.

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 & Ballard, State Hwy 78 and Birmingham, State Hwy 78 and Brown.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.
This chapter does not require a governmental body to conduct an open meeting:
(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-9b, 2020-11b, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, 2021-5a, 2021-6a, 2021-6b, and 2021-6c.

RECONVENE INTO OPEN SESSION
Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION
I certify that this Notice of Meeting was posted on July 9, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

_____ _____

Stephanie Storm, City Secretary *Date Notice Removed*

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

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

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

Wylie City Council

AGENDA REPORT

Department: City Secretary **Account Code:**

Prepared By: Stephanie Storm

Subject

Consider, and act upon, approval of June 22, 2021 Regular City Council Meeting minutes.

Recommendation

Motion to approve Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Minutes

June 22, 2021 – 6:00 PM
Council Chambers - 300 Country Club Road, Building #100, Wylie, Texas 75098

CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Mayor *pro tem* Jeff Forrester, Councilman Scott Williams, Councilman Timothy T. Wallis, and Councilman Garrett Mize.

Staff present included: City Manager Chris Holsted; Assistant City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Chief Brandon Blythe; Finance Director Melissa Beard; Human Resources Director Lety Yanez; Parks and Recreation Director Rob Diaz; Public Works Director Tim Porter; Library Director Ofilia Barrera; Public Information Officer Craig Kelly; Economic Development Executive Director Jason Greiner; City Secretary Stephanie Storm, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Outgoing Wylie Boards and Commission Members.
Mayor Porter and Mayor *pro tem* Forrester presented gifts of appreciation to outgoing board and commission members thanking them for their service. Outgoing board and commission members present included: Bobby Heath, Jr., Debbie Loraine, Kristin Dodd, Anita Jones, and John Yeager.

PR2. Proclamation honoring John Yeager for Years of Service to the Economic Development Corporation.
Mayor Porter and Mayor *pro tem* Forrester presented Mr. John Yeager a proclamation proclaiming June 22, 2021 as John Yeager Day in the City of Wylie thanking him for his 31 years of service on the Wylie Economic Development Corporation, and recognized him as the longest serving member of an Economic Development Corporation in the state of Texas.

PR3. Oath of Office for Incoming Wylie Boards and Commission Members.
Associate Municipal Court Judge Ashley McSwain administered the Oath of Office to the newly appointed board and commission members in attendance.

PR4. Parks & Recreation Month Proclamation.
Mayor Porter stated he has issued a proclamation for Parks and Recreation month and will present it to the Parks and Recreation employees during business hours.

CITIZEN COMMENTS ON NON-AGENDA ITEMS

There were no citizens present wishing to address the 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 June 8, 2021 Regular City Council Meeting minutes.

B. Consider, and act upon, a Preliminary Plat for Dominion of Pleasant Valley Phase 5, to establish 68 single family residential lots and five open space lots on 25.822 acres, property generally located at the southwest intersection of Dominion Drive and Pleasant Valley Road.

C. Consider, and act upon, a Final Plat for Inspiration Phase 4B, to establish 19 single family residential lots and one open space lot on 8.85 acres, property generally located on Meziere Sky Drive and April Dew Way in the City of Wylie's Extraterritorial Jurisdiction.

D. Consider, and act upon, the approval of the purchase of W2021-90-I Outdoor Rotating Pole Sirens from Mass Notification Solutions/American Signal Corporation in the estimated amount of $49,964.96 through a cooperative purchasing contract with TIPS (The Interlocal Purchasing System) Cooperative, and authorizing the City Manager to execute any necessary documents.

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

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

G. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for May 31, 2021.

H. Consider, and act upon, Resolution No. 2021-15(R), a Joint Resolution of the City of Wylie, Texas and Collin County in a cooperative transfer of property for the mutual benefit of both parties; authorizing the City Manager of the City of Wylie to execute a Special Warranty Deed to grant, sell, and convey to Collin County a 0.2157 acre (9,395 square feet) tract of land and temporary construction easement on a 0.0723 acre (3,151 square feet) tract of land, both of which are situated in the Francisco De La Pina Survey, Abstract No. 688, Collin County, Texas; authorizing the County Judge of Collin County to execute a Special Warranty Deed to grant, sell, and convey to the City of Wylie a 0.3364 acre (14,654 square feet) tract of land in the Francisco De La Pina Survey, Abstract No. 688, Collin County, Texas.

I. Consider, and act upon, Resolution No. 2021-16(R) authorizing the City Manager to request Coronavirus State and Local Fiscal Recovery Funds, as provided in the American Rescue Plan Act.

J. Consider, and act upon, the acceptance of a donation from the Pirate Cove Playground Foundation of $7,000 for accessible playground swings.

Mayor Porter stated staff requested Item J be removed from the Consent Agenda and considered individually.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Williams, to approve Consent Agenda Items A-I as presented. A vote was taken and motion passed 7-0.

REGULAR AGENDA

J. Consider, and act upon, the acceptance of a donation from the Pirate Cove Playground Foundation of $7,000 for accessible playground swings.

Council Comments
Mayor Porter stated the name of the organization should be Blackland Prairie Playground Foundation and not Pirate Cove Playground Foundation.

Council Action
A motion was made by Councilman Strang, seconded by Councilman Williams, to accept a donation from the Blackland Prairie Playground Foundation of $7,000 for accessible playground swings. A vote was taken and motion passed 7-0.

Tabled from 06-08-2021

Council Action
A motion was made by Councilman Williams, seconded by Mayor *pro tem* Forrester, to remove Item 1 from the table and consider. A vote was taken and the motion passed 7-0.

1. **Consider, and act upon, the award of JOCPO #W2021-73-I for Brown House ADA Ramp - Phase 1 Improvements and Exterior Siding Repairs to ERC, Inc. in the amount of $71,477.24, and authorizing the City Manager to execute any necessary documents.**

Staff Comments
City Manager Holsted addressed Council stating staff reached out to ERC, who these improvements are priced through, and the ADA ramp price is under the engineer and architects estimate. Staff provided additional cost breakdown information to Council.

Council Comments
Councilman Williams stated staff provided the requested information and he had a chance to review the information and has no additional questions.

Council Action
A motion was made by Councilman Duke, seconded by Councilman Williams, to approve Item 1 as presented. A vote was taken and the motion passed 7-0.

2. **Consider, and act upon, Ordinance No. 2021-34 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**

Staff Comments
Finance Director Beard addressed Council stating the budget amendment request is for two items. The first item is for the $7,000 donation that was just accepted by Council for the accessible swings, which includes recognizing the $7,000 donation into the General Fund Contribution/Donation revenue account and adding $7,000 to the Parks expense budget so the swings can be purchased. The net change to the General Fund budget is zero. The second item is staff recommends the purchase of Google Workspace to establish a 24-month agreement. One year of Google was included in the FY 2021 budget in IT. This request is to transfer $65,088 from the Combined Services budget to the IT budget to pay for the 2nd year of the contract.

Council Comments
Mayor Porter asked if this is a one-time or recurring expense. Beard replied it would be a recurring expense as long as the City utilizes Google.

Council Action
A motion was made by Councilman Strang, seconded by Councilman Mize, to approve Item 2 as presented. A vote was taken and the motion passed 7-0.

3. **Consider, and act upon, the approval of the purchase of Google Workspace Enterprise Standard Accounts from SADA Systems, Inc., in the estimated annual amount of $130,176.00 through a cooperative purchasing contract with the Texas Department of Information Resources (DIR), and authorizing the City Manager to execute any necessary documents.**

Staff Comments
Purchasing Manager Hayes stated one-year funding for this item was budgeted this year; however, when the City received the agreement from the authorized reseller, they would not remove the 24-month term. The amendment funds the second year and will be re-budgeted in the 2022-2023 budget.

Council Comments
Mayor Porter asked if it will then become an annual or bi-annual contract. Hayes replied if the City stays with the current reseller she believes it will be for multiple years. Mayor *pro tem* Forrester asked if the language in the agenda that states "in the estimated annual amount of $130,176.00" is correct since this is for two years. Hayes replied that verbiage is not correct and should read "in the estimated contract amount of $130,176.00." Councilman Williams asked if staff foresees any issues with the terms being for 24 months instead of 12 months with any needed changes going forward. Hayes replied she cannot speak to the technicality of it, but from a contractual standpoint, the underlying cooperative contract does not expire until the end of the 24-month term and allows for changes as needed.

Council Action
A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve the purchase of Google Workspace Enterprise Standard Accounts from SADA Systems, Inc., in the estimated contract amount of $130,176.00 through a cooperative purchasing contract with the Texas Department of Information Resources (DIR), and authorizing the City Manager to execute any necessary documents. A vote was taken and the motion passed 7-0.

Mayor Porter convened the Council into Work Sessions at 6:35 p.m.

WORK SESSIONS

WS1. Joint Work Session with the Citizens Bond Advisory Committee to discuss the Committee recommendations.

City Manager Holsted addressed Council stating the Committee held four meetings during the months of April and May and appreciated the Committee's time. The Committee elected to bring forward for Council consideration the top nine projects, which included Lavon Lake Parks, McMillen Drive, Park Boulevard, culvert/bridge repair, intersection/signal improvements, street/alley replacement, downtown improvements, Founders Park, and Stone Road, totaling $78,750.00.

Committee members present included: Jameson, Rolfson, Stone, Stephens, Welch, Pickens, McDonald, Razo, and Jameson.

Committee Chair Jameson addressed Council thanking Council, Committee members, and staff for their service. Jameson stated the Committee put together a moderate bond package for Council to consider and looks forward to the feedback.

Mayor Porter asked if the Committee wanted Council to cull the list down or is the list as presented to present to the voters, as the cost of the top nine is about an $.11 tax increase. Jameson replied that the goal of the Committee was to be conservative with the amount put before the citizens and focus on priorities that meet the needs of the citizens.

Committee Comments

Committee member Pickens addressed Council stating the Lake Lavon parks would be good and would bring outsiders into the City; however, he would like to see this be a phased approach. He stated he does not want the City getting into renting properties and suggested looking at an outside source. Pickens stated McMillen Road is needed and added the Senior Center expansion is important; however, the amount put before the Committee was a lot of money.

Committee member Welch addressed Council stating Lake Lavon has lots of interest and potential. She stated after seeing the dollar amounts she no longer is for an aquatic center. Welch stated McMillen Road needs to be addressed; Founders Park improvements, especially parking, is a real need; and the Senior Center expansion is a need but the proposed cost is high and suggested possibly looking at other opportunities for improvement or a phased approach.

Committee member Rolfson addressed Council stating, based on the feedback received from the survey provided to citizens, hike, bike, and walking trails and playgrounds were a high priority; splash parks were bundled with the aquatics center when presented to the Committee; however, it was high on the citizen survey; there is a need for improvements to Lake Lavon but asked if the proposed lease has been discussed; McMillen Road improvements is needed; Senior Center expansion cost is high but does need to be addressed; and stated she was going off of the survey of what the citizens wanted to see.

Committee member McDonald addressed Council stating he is confident with the recommendations made by the Committee and encouraged Council to approve the majority of top nine projects as they deal with infrastructure and is a priority as we continue to grow; the City needs something for kids whether it be Lake Lavon, pool, or splash park; and would like to do something with the Senior Center expansion, but the proposed cost was high.

Citizen Comments

Candy Arrington addressed Council asking about the amounts proposed for the Lake Lavon and McMillen Road projects; stated McMillen Road improvements need to be made; stated the Senior Center has been bandaid over the years and while she understands the large price tag these are the Seniors and the people we need to respect and cautioned against a phased approach because it may be difficult to find the money later.

Council Comments

Mayor Porter responded no agreement or lease term has been reached with Lake as of now, explained the cost differences in response to Ms. Arrington's questions, thanked Committee members, former Councilwoman Arrington and Mayor *pro tem* Stephens, and staff for their service and time, and reviewed the timeline for the proposed bond election.

The consensus of Council was to move forward with putting McMillen Road and Park Boulevard improvements on the ballot for a November 2021 bond election.

Mayor Porter stated there may be funding available to do some of the smaller, $2-$4 million, projects if Council desires, and asked if there were any projects below the top nine that Council would like to discuss.

Mayor *pro tem* Forrester stated he would like to see the Senior Center expansion moved up and taken into consideration. Mayor Porter requested additional information from staff on the Senior Center expansion. Holsted replied the 2018 feasibility study recommended a few phases and options so staff can bring back options and pricing at a future meeting.

Councilman Wallis stated he would like to discuss the outdoor aquatics further, and stated he loves the Lake but to invest that amount of money on something the City does not own, or have a significant lease on, is worrisome. Wallis also stated some people do not feel comfortable swimming in a lake so would the City be excluding a group of people. Wallis stated aquatics ranked high with the citizens, and to let the voters decide.

Councilman Williams stated he would like to see additional information on Senior Center expansion and Sachse Road.

Councilman Mize stated he agreed with Councilman Wallis that the aquatics center should be prioritized as it will enhance the family friendly nature of the City and the quality of life for the senior citizens, and bring an economic benefit to the City. He stated his preference is to have both indoor and outdoor included, but also understands the benefits of staggering the projects as long as both are completed in the next decade. Mize stated he agrees with Mayor *pro tem* Forrester regarding Senior Center, and added if the City was to push one project towards 2028, when some of the current bonds will retire, he would prioritize aquatics and over the Lake to ensure the negotiations with the Corp conclude in a mutually beneficial way. Mize stated he agreed with using additional funds to do some of the smaller infrastructure projects to allow for the bigger ticket items.

Mayor Porter stated he agrees with looking at additional information on the Senior Center expansion, agrees with the Lake being important but the City has to reach the right agreement with the Corp, requested additional information on Sachse Road as it is on Dallas County's list of potential projects and the expectation is for the City's to have their matching funds available or they move to the next project, and stated he has concerns with proceeding with Stone Road improvements at this time as the County is currently conducting a study and has not determined if they are going to expand it to four lanes or not yet.

Mayor *pro tem* Forrester stated he would like to look at items 4-7, which include culvert/bridge repair, intersection/signal improvements, street/alley replacement, and downtown improvements, at a more granular level as they are broad in nature.

Councilman Mize stated he agrees with the Mayor regarding Sachse Road for the City to be prepared to take advantage of that opportunity if it arises as it is a major thoroughfare for traffic.

Mayor Porter invited the Committee members and the public to attend the next two meetings to allow input as Council continues to narrow the projects down, and stated the final decision will be made in August.

Mayor Porter convened the Council into a break at 7:26 p.m.
Mayor Porter reconvened the Council into Regular Session at 7:37 p.m.

WS2. 4B Sales Tax Fund and Utility Fund Budget Discussion.

City Manager Holsted addressed Council stating the Utility Fund Summary includes an estimated beginning fund balance for October 1, 2021 of $13,284,204, proposed revenues of $25,170,434, proposed expenses of $20,843,333, no recommended recurring expenses, recommended one-time expenses of $317,500, and an estimated ending fund balance for September 30, 2022 of $17,293,805. This assumes 7.25% water rate increase and 2.75% sewer rate increase per the 2020 rate study, and includes revenue benefits projected from Johnson Control's Investment Grade Audit.

The recommended one-time expenses include: Texas 811 Utility Locate Contract, motor vehicle replacement for Water Department, skid steer broom attachment, Decker facility privacy screen fence/motor gate, seven portable handheld radios, Wastewater crew leader vehicle, rubber track compact skid loader with trailer, and three vehicle replacements for Meter Services.

Holsted stated the 4B Sales Tax Fund Summary includes an estimated beginning fund balance for October 1, 2021 of $4,424,873, proposed revenues of $4,214,890, proposed expenses of $3,566,990, recommended recurring expenses of $34,650, recommended one-time expenses of $432,200, and an estimated ending fund balance for September 30, 2022 of $4,605,923.This assumes that revenues will be increasing to pre-COVID-19 levels, and FY 20-21 (through June 1, 2021) the User Fees recovered 47% of part-time salaries at Wylie Recreation Center.

The recommended recurring expense includes an upgrade of a part-time Guest Service Specialist (GSS) to a full-time GSS, and one-time expenses include: Stonehaven House Phase I, replacement of Valentine Park playground,

spray rig addition, Founders softball infield replacement fields C&D, replacement of utility tractor, irrigation pump Founders softball complex, turf renovator, new Christmas tree for holiday events, holiday lights for Municipal Complex, and aerobics studio audio upgrade.

Holsted answered questions from Council.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session and then into Executive Session at 7:49 p.m.

EXECUTIVE SESSION

Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.
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ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, Jackson and Oak, Regency and Steel, State Hwy 78 & Ballard, State Hwy 78 and Birmingham, State Hwy 78 and Brown.

Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.
This chapter does not require a governmental body to conduct an open meeting:
(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2018-9b, 2020-11b, 2021-2b, 2021-4a, 2021-4b, 2021-4c, 2021-4d, and 2021-5a.

RECONVENE INTO OPEN SESSION
Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Regular Session at 8:43 p.m.

READING OF ORDINANCES

City Secretary Storm read the caption to Ordinance No. 2021-34 into the official record.

ADJOURNMENT
A motion was made by Councilman Strang, seconded by Councilman Duke, to adjourn the meeting at 8:44 p.m. A vote was taken and motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Parks and Recreation **Account Code:**

Prepared By: Robert Diaz

Subject

Consider, and act upon, updating the Parks and Recreation Board Bylaws.

Recommendation

Motion to consider Item as presented.

Discussion

The Parks and Recreation Bylaws are detailed rules that are specifically tailored for the Board. These rules include items like what areas the Board will oversee, when to have meetings, and the function of the Board officers. The City Council has recently updated the Boards and Commissions term limits and now each Board and Commission will need to update their bylaws to reflect the changes. Attached are the Bylaws showing the new term limit changes in Article VI, Section 2.

The Board approved the bylaws changes at their June 14, 2021 meeting and the changes will now be forwarded to the City Council for review at their July 13, 2021 meeting.

Below is the updated wording contained in Article VI, Section 2 of the Bylaws:
Section 2. Per Chapter 78 Section 78-23, No member shall serve on the board for more than three consecutive, two-year terms or six consecutive years, whichever is less, unless extended by the affirmative vote of at least three-fourths of the full membership of the city council. Except for a board member whose tenure has been extended by the city council as provided in subsection (b) of this section, a member who has served three consecutive, two-year terms or six consecutive years, whichever is less, on the board may be reappointed to serve on the board after being off the board for at least one year, and upon reappointment, the member is eligible to serve another three consecutive terms or six consecutive years, whichever is less. Such member is eligible, however, for appointment to a different board or commission without waiting.

CITY OF WYLIE PARKS AND RECREATION BOARD BYLAWS

ARTICLE I

Name

As authorized by the City Charter, City of Wylie and City Ordinance No. 78-18. This body shall be known as the Parks and Recreation Board.

ARTICLE II

Meetings

Section 1. The regular meeting of the Parks and Recreation Board shall be held monthly at the Municipal Complex council conference room unless the Board determines otherwise.

Section 2. Special meetings may be called by the Chair or at the call of any two members of the Board, provided that notice thereof be given to all Board members.

Section 3. A majority of the members shall constitute a quorum at all meetings of the Board.

Section 4. All questions presented for a vote of the Parks and Recreation Board shall be decided by a simple majority of the quorum, including the vote of the Chair.

Section 5. Any member of the Board who misses three consecutive meetings without good cause shall be deemed to have resigned, and the Board will recommend to City Council that a replacement be appointed for the balance of the unexpired term.

Section 6. Robert's Rules of Order (current edition) shall govern the parliamentary procedure of the Board, in cases to which they are applicable and in which they are not inconsistent with these by-laws.

ARTICLE III
Officers

Section 1. The officers of the Board shall be a Chairperson, a Vice-Chairperson and a Secretary (City Staff member will be serving as Secretary).

Section 2. Officers shall be elected and take office at the first regular meeting after new Board members have been appointed and sworn in.

Section 3. Vacancies in office shall be handled as follows:

(a) In the event of resignation or incapacity of the Chair, the Vice-Chair shall become the Chair for the unexpired portion of the term.

(b) Vacancies in officers other than the Chair shall be filled for the unexpired term by election from the remaining Parks and Recreation Board Members.

Section 4. Duties of the officers shall be as follows:

(a) Chair:

(i) Preside at all meetings
(ii) Represent the Parks and Recreation Board at public functions.
(iii) Appoint special committees.
(iv) Assist Parks and Recreation staff in establishing the agenda for each meeting. Agenda items can be requested by the Chair at least one week prior to the scheduled meeting. Agenda items requested by any single Board Member will need to be submitted and approved by the Chair first prior to being submitted to the staff liaison. Any two Board Members (not including the Chair) can submit an item to the staff liaison to be placed on the Board Agenda at least one week prior to the scheduled meeting. Agenda items submitted must be made in writing to the staff liaison**.**

(b) Vice-Chair:

(i) Assist the Chair in directing the affairs of the Board and act in the Chair's absence.

(c) Secretary:

(i) The City Secretary's office will be responsible for recording and maintaining the minutes. This "Secretary position" will be occupied by a City Staff member and not be an official Board position.

(ii) The Staff Liaison will be responsible for producing the agenda and distributing the agenda and minutes to the Parks and Recreation Board and City Manager. An official record of attendance will be kept in the minutes. . A yearly calendar of monthly meetings will be approved by the Board at the regular December meeting prior to the next calendar year on an annual basis.

ARTICLE IV
Committees

Section 1. Committees may be appointed for special purposes by the Chair and with the consent of the majority of the Board. All committees will have at least one Parks and Recreation Board member serving on them. These committees are automatically dissolved upon completion of assignment.

Section 2. Progress reports will be given at each Board Meeting and a final report on completion of assignments.

ARTICLE V
Powers and Duties of Board Members

Section 1. Board Members shall:

(a) Be appointed by the City Council.

(b) Abide by applicable ordinances of the City of Wylie.

(c) Act in an advisory capacity to the City Council, City Manager and Parks and Recreation Staff.

(d) Recommend policies to govern the operation and program of the Parks and Recreation Department.

(e) Assist in planning and give guidance for expansion of parks and recreation facilities.

(f) Assist in interpreting the policies and functions of the Parks and Recreation Department to the public. Encourage in every possible way the development and advancement of the Parks and Recreation Department.

ARTICLE VI
Amendments

Section 1. These by-laws may be amended by a majority vote at any regular meeting, provided all members have been notified of the proposed amendments at least three days prior to such meeting. Such amendment would then be subject to approval by City Council.

Section 2. Per Chapter 78 Section 78-23, No member shall serve on the board for more than three consecutive, two-year terms or six consecutive years, whichever is less, unless extended by the affirmative vote of at least three-fourths of the full membership of the city council. Except for a board member whose tenure has been extended by the city council as provided in subsection (b) of this section, a member who has served three consecutive, two-year terms or six consecutive years, whichever is less, on the board may be reappointed to serve on the board after being off the board for at least one year, and upon reappointment, the member is eligible to serve another three consecutive terms or six consecutive years, whichever is less. Such member is eligible, however, for appointment to a different board or commission without waiting.

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, a Final Plat for Jacobs Addition Lots 1R-3-1, 1R-3-2, 1R-3-3, Block B, being a replat of Jacobs Addition Lot 1R-3, Block B, to establish three commercial lots on 4.728 acres, property located at 3010 FM 544.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: Lidl US Operations, LLC **APPLICANT: Spooner Surveyors**

The applicant is proposing to subdivide Lot 1R-3, Block B of Jacobs Addition into three lots. The property is located at 3010 FM 544 and is zoned within the Commercial Corridor district. The property was rezoned CC in May 2021, from a Planned Development that never developed.

The purpose of the re-plat is to create three commercial lots and realign fire lane, access, and utility easements from the above referenced PD.

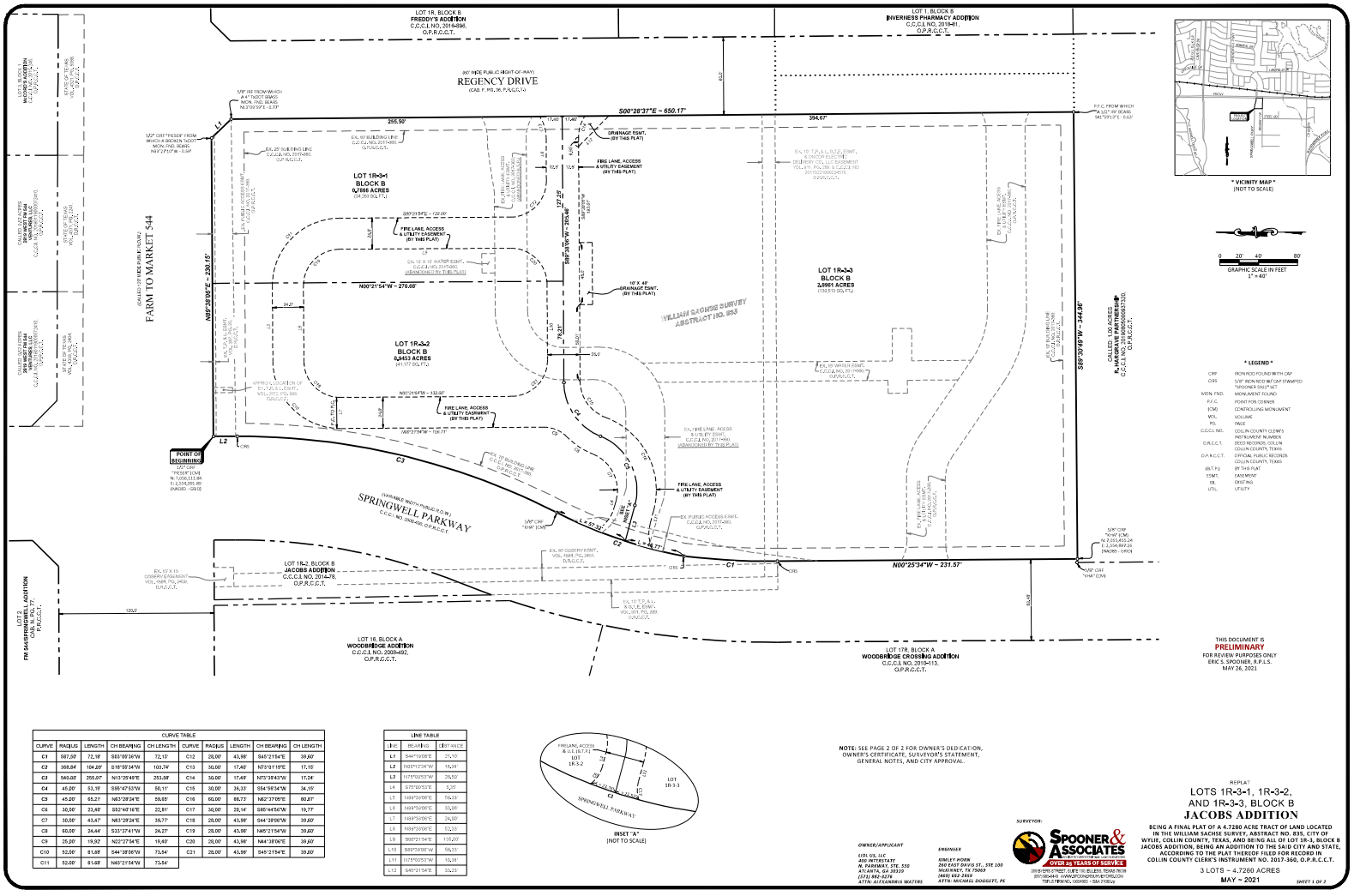
A site plan for a grocery store use on Lot 1R-3-2 was approved by the Planning and Zoning Commission on June 15, 2021.

Approval is subject to additions and alterations as required by the City Engineering Department.

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

P&Z Commission Discussion

The Commission voted 4-0 to recommend approval.


REGENCY DRIVE
(60' WIDE PUBLIC RIGHT-OF-WAY)
(CALL F. PG.36, P.C.C.C.T.)
FARM TO MARKET 544
(CALLED 120' WIDE PUBLIC ROAD)
SPRINGWELL PARKWAY
(VARIABLE WIDTH PUBLIC R.O.W.)
C.C.C.I. NO. 2004-0400, O.P.R.C.C.T.
LOT 1R, BLOCK B
FREDDY'S ADDITION
C.C.C.I. NO. 2016-896,
O.P.R.C.C.T.
LOT 1, BLOCK B
INVERNESS PHARMACY ADDITION
C.C.C.I. NO. 2018-81,
O.P.R.C.C.T.
LOT 1R-3-1
BLOCK B
0.7686 ACRES
(33,261 SQ.FT.)
LOT 1R-3-2
BLOCK B
0.9453 ACRES
(41,171 SQ.FT.)
LOT 1R-3-3
BLOCK B
3.2991 ACRES
(143,715 SQ.FT.)
CALLED 10 ACRES
RAMIREZ MINISTRIES
C.C.C.I. NO. 20180806000637530,
O.P.R.C.C.T.
WILLIAM SACHSE SURVEY
ABSTRACT NO. 835
LOT 1R-2, BLOCK B
JACOBS ADDITION
C.C.C.I. NO. 2014-78,
O.P.R.C.C.T.
LOT 1R-3-2
LOT 1R-3-3
LOT 1R, BLOCK A
WOODBRIDGE ADDITION
C.C.C.I. NO. 2006-60,
O.P.R.C.C.T.
LOT 1R, BLOCK A
WOODBRIDGE CROSSING ADDITION
C.C.C.I. NO. 2010-113,
O.P.R.C.C.T.
LOT 3
FM SACHSE LOCATION
CAB. I, PG. 77,
P.R.C.C.T.
POINT OF BEGINNING
S00°28'37"E - 650.17'
N00°28'37"W - 230.15'
N89°39'09"W - 344.96'
N00°25'34"W - 231.57'
S89°30'09"W - 295.46'
N00°21'54"W - 270.68'
N00°21'54"W - 132.68'
N89°27'54"W - 106.77'
S00°21'54"E - 120.00'
255.50'
394.67'
79.21'
24.21'
FIRE LANE, ACCESS & UTILITY EASEMENT (BY THIS PLAT)
DRAINAGE ESMT. (BY THIS PLAT)
10' X 40' DRAINAGE ESMT. (BY THIS PLAT)
EX. 60' BUILDING LINE C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. 25' BUILDING LINE C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. 15' X 15' WATER ESMT. C.C.C.I. NO. 2017-480 (ABANDONED BY THIS PLAT)
EX. 60' WATER ESMT. C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. FIRE LANE, ACCESS & UTILITY ESMT. C.C.C.I. NO. 2017-480 (ABANDONED BY THIS PLAT)
EX. PUBLIC ACCESS ESMT. C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. 60' ROW DEDICATION C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. 60' ODESSY ESMT. VOL. 5968, PG. 3804, D.R.C.C.T.
EX. 15' X 15' ODESSY EASEMENT VOL. 5968, PG. 3804, D.R.C.C.T.
EX. 15' T.P.,G.L. & SCVE. ESMT. VOL. 911, PG. 289, D.R.C.C.T.
EX. 15' TP.,G.L., SCVE. ESMT., & CNOP ELECTRIC EASEMENT VOL. 911, PG. 289, & C.C.C.I. NO. 20170301000290470, O.P.R.C.C.T.
EX. 10' X 15' ELECTRIC EASEMENT VOL. 5968, PG. 3804, D.R.C.C.T.
EX. 10' X 15' ELECTRIC EASEMENT C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. 10' X 15' ELECTRIC EASEMENT C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
EX. FIRE LANE, ACCESS & UTILITY EASEMENT C.C.C.I. NO. 2017-480, O.P.R.C.C.T.
APPROX. LOCATION OF EX. 12" G.L. (LIGHT), VOL. 2007, PG. 888, D.R.C.C.T.
EX. 12" G.L. EASEMENT VOL. 2007, PG. 888, D.R.C.C.T.
EX. 10' T.P.,G.L. & SCVE. ESMT. VOL. 911, PG. 289, D.R.C.C.T.
EX. 10' T.P.,G.L. & SCVE. ESMT. VOL. 911, PG. 289, D.R.C.C.T.
EX. 15' X 15' ODESSY EASEMENT VOL. 5968, PG. 3804, D.R.C.C.T.
EX. 15' X 15' ODESSY EASEMENT VOL. 5968, PG. 3804, D.R.C.C.T.
EX. 10' T.P.,G.L. & SCVE. ESMT. VOL. 911, PG. 289

* OWNER'S CERTIFICATION *

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, LIDL US OPERATIONS, LLC, is the sole owner of a 4.7280 acre tract of land located in the William Sachse Survey, Abstract No. 835, City of Wylie, Collin County, Texas, said 4.7280 acre tract of land being all of **LOT 1R-3, BLOCK B, JACOBS ADDITION,** being an Addition to the said City and State, according to the plat thereof filed For record in Collin County Clerk's Instrument No. 2017-360, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 4.7280 acre tract of land also being all of that certain tract of land conveyed to **LIDL US OPERATIONS, LLC,** by the deeds thereof filed for record in Collin County Clerk's Instrument No. 20170216000214090 and 20170216000212290, O.P.R.C.C.T., said 4.7280 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a cap stamped "PIESER" found (Controlling Monument) at the northwest lot corner of said Lot 1R-3, same being at the intersection of the east right-of-way line of Springwolf Parkway (being a variable width public right-of-way, a portion of said right-of-way being dedicated by the plat thereof filed for record in Collin County Clerk's Instrument No. 2008-490, O.P.R.C.C.T.) with the south right-of-way line of Farm to Market Highway No. 544 (being a called 120 feet wide public right-of-way);

THENCE North 89°38'06" East, along the north lot line of said Lot 1R-3 and along the said south right-of-way line, a distance of 230.15 feet to a 1/2 inch iron rod with a cap stamped "PIESER" found at the northerly end of a corner clip located at the intersection of the said south right-of-way line with the west right-of-way line of Regency Drive (being a 60 feet wide public right-of-way, a portion of said right-of-way being dedicated by the plat thereof filed for record in Cabinet F, Page 36, Plat Records, Collin County, Texas), from which a broken Texas Department of Transportation concrete monument found bears North 33°27'10" West, a distance of 0.59 feet;

THENCE South 44°19'08" East, along a northeast lot line of said Lot 1R-3 and along the said corner clip, a distance of 21.10 feet to a 5/8 inch iron rod found at the southerly end of the said corner clip, from which a Texas Department of Transportation brass monument found bears North 13°09'59" East, a distance of 0.77 feet;

THENCE South 00°28'37" East, along the east lot line of said Lot 1R-3 and along the said west right-of-way line, a distance of 650.17 feet to a point for corner at the southeast lot corner of said Lot 1R-3, same being on the north property line of a called 1.00 acre tract of land conveyed to R. Hargrave Partnership, by deed thereof filed for record in Collin County Clerk's Instrument No. 20130805000393720, O.P.R.C.C.T., from which a 1/2 inch iron rod found bears South 41°59'13" East, a distance of 0.63 feet;

THENCE South 89°30'49" West, along the south lot line of said Lot 1R-3 and along the said north property line of the 1.00 acre tract, a distance of 344.96 feet to a 5/8 inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the southwest lot corner of said Lot 1R-3, same being on the aforementioned east right-of-way line of Springwolf Parkway;

THENCE along the west lot line of said Lot 1R-3 and along the said east right-of-way line the following courses and distances:

North 00°25'34" West, a distance of 231.57 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (herein after referred to as an iron rod set) at the beginning of a tangent curve to the right having a radius of 587.50 feet;

Along said curve to the left, an arc length of 72.18 feet, and across a chord which bears North 03°05'36" East, a chord length of 72.13 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set) at the beginning of a non-tangent curve to the right having a radius of 368.84 feet;

With said curve to the right, an arc length of 104.09 feet, and across a chord which bears North 18°55'34" East, a chord length of 103.76 feet to a 5/8 inch iron rod with a cap stamped "KHA" found (Controlling Monument) at the beginning of a non-tangent curve to the left having a radius of 540.00 feet;

Along said curve to the left, an arc length of 255.97 feet, and across a chord which bears North 13°23'49" East, a chord length of 253.58 feet to an iron rod set;

North 00°12'34" West, a distance of 18.34 feet to the **POINT OF BEGINNING.**

The hereinabove described tract of land contains a computed area of **4.7280 acres (205,953 square feet)** of land more or less.

* OWNER'S DEDICATION *

STATE OF TEXAS §
COUNTY OF COLLIN §

NOW THEREOFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **LIDL US OPERATIONS, LLC** do hereby adopt this plat designating the hereinabove property as **JACOBS ADDITION, LOTS 1R-3-1, 1R-3-2 and 1R-3-3, BLOCK B,** an Addition to the City of Wylie, and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Property owners shall maintain easements and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easements strips for the purpose of constructing, reconstructing, inspecting or patrolling, without the necessity at any time procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS OUR HAND THIS THE _____ DAY OF _____, 2021.

LIDL US OPERATIONS, LLC, a Delaware limited liability company

_____
Duly Authorized Agent for LIDL US OPERATIONS, LLC

_____
Printed Name and Title

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____, a duly authorized agent for LIDL US OPERATIONS, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of_____, 2021.

_____
Notary Public, State of _____

STATE OF TEXAS §
COUNTY OF TARRANT §

THAT, I, Eric S. Spooner, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the city of Wylie, Texas.

Surveyed on the ground during the month of May, 2021.

_____
Eric S. Spooner, R.P.L.S. Date
Texas Registration No. 5922

THIS DOCUMENT IS
PRELIMINARY
FOR REVIEW PURPOSES ONLY
ERIC S. SPOONER, R.P.L.S.
MAY 26, 2021

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of_____ 2021.

_____
Notary Public, State of Texas

* GENERAL NOTES *

- The bearings shown hereon are referenced to those as shown on the plat of Jacobs Addition, being an Addition to the City of Wylie, Collin County, Texas, according to the plat thereof filed for record in Collin County Clerk's Instrument No. 2017-360, Official Public Records, Collin County, Texas.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48085C0415J; map revised June 2, 2009, for Collin County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- This plat was prepared with the benefit of a copy of the commitment for Title Insurance prepared by First American Title Insurance Company, G.F. No. NCS-1058652-ATL, having an effective date of March 15, 2021 and issued April 01, 2021, and only reflects those easements, covenants, restrictions, and other matters of record listed in Schedule B of said Commitment. No other research for matters of record, not listed in said Commitment, was preformed by Spooner & Associates, Inc.
- Notice: Selling a portion of this addition by metes and bounds is a violation of Town Ordinances and State Law, and is subject to fines and withholding of utilities and building permits.
- The purpose of this plat is to further subdivide 1 platted lot into 3, and to dedicate necessary easements for development.

RECOMMENDED FOR APPROVAL

_____
Chairman, Planning & Zoning Commission Date
City of Wylie, Texas

APPROVED FOR CONSTRUCTION

_____
Mayor, City of Wylie, Texas Date

ACCEPTED

_____
Mayor, City of Wylie, Texas Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the subdivision or addition to the City of Wylie was submitted to the City Council on the _____ day of _____, 2021, and the Council, by formal action then and there accepted the dedication of streets, alley, parks, easements, public places, and water and sewer lines as shown and set forth in an upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this the _____ day of _____, 2021.

_____
City Secretary, City of Wylie, Texas

REPLAT

LOTS 1R-3-1, 1R-3-2,
AND 1R-3-3, BLOCK B
JACOBS ADDITION

BEING A FINAL PLAT OF A 4.7280 ACRE TRACT OF LAND LOCATED IN THE WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, CITY OF WYLIE, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOT 1R-3, BLOCK B JACOBS ADDITION, BEING AN ADDITION TO THE SAID CITY AND STATE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN COLLIN COUNTY CLERK'S INSTRUMENT NO. 2017-360, O.P.R.C.C.T.

3 LOTS ~ 4.7280 ACRES
MAY ~ 2021 SHEET 2 OF 2

OWNER/APPLICANT
LIDL US, LLC
400 INTERSTATE N. PARKWAY, STE. 550
ATLANTA, GA 30339
(571) 882-3276
ATTN: ALEXANDRIA WATERS

ENGINEER
KIMLEY-HORN
280 EAST DAVIS ST., STE 100
MCKINNEY, TX 75069
(469) 652-2000
ATTN: MICHAEL DOGGETT, PE

SURVEYOR:
SPOONER & ASSOCIATES
OVER 25 YEARS OF SERVICE
3989 ROSS STREET · SUITE 150, PLANO, TEXAS 75074
(817) 585-4445 · WWW.SPOONERSURVEYORS.COM
TBPELS FIRM NO. 10194100 · TBPLS FIRM NO. 10194100

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Consider, and act upon, a Preliminary Plat for Lot 1, Block 1 of Dutch Bros Coffee addition to establish one commercial lot on 1.022 acres, property located at 2817 FM 544.

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: 2819 West FM 544 Ventures, LLC **APPLICANT: Morrison Shipley**

The applicant has submitted a Preliminary Plat for Lot 1, Block 1 of Dutch Bros Coffee Addition to establish one commercial lot on 1.022 acres. The property is located at 2817 FM 544 and is zoned within the Commercial Corridor district.

The purpose of the preliminary plat is to create one commercial lot and establish fire lane, access, and utility easements for the development of a Dutch Bros Coffee restaurant.

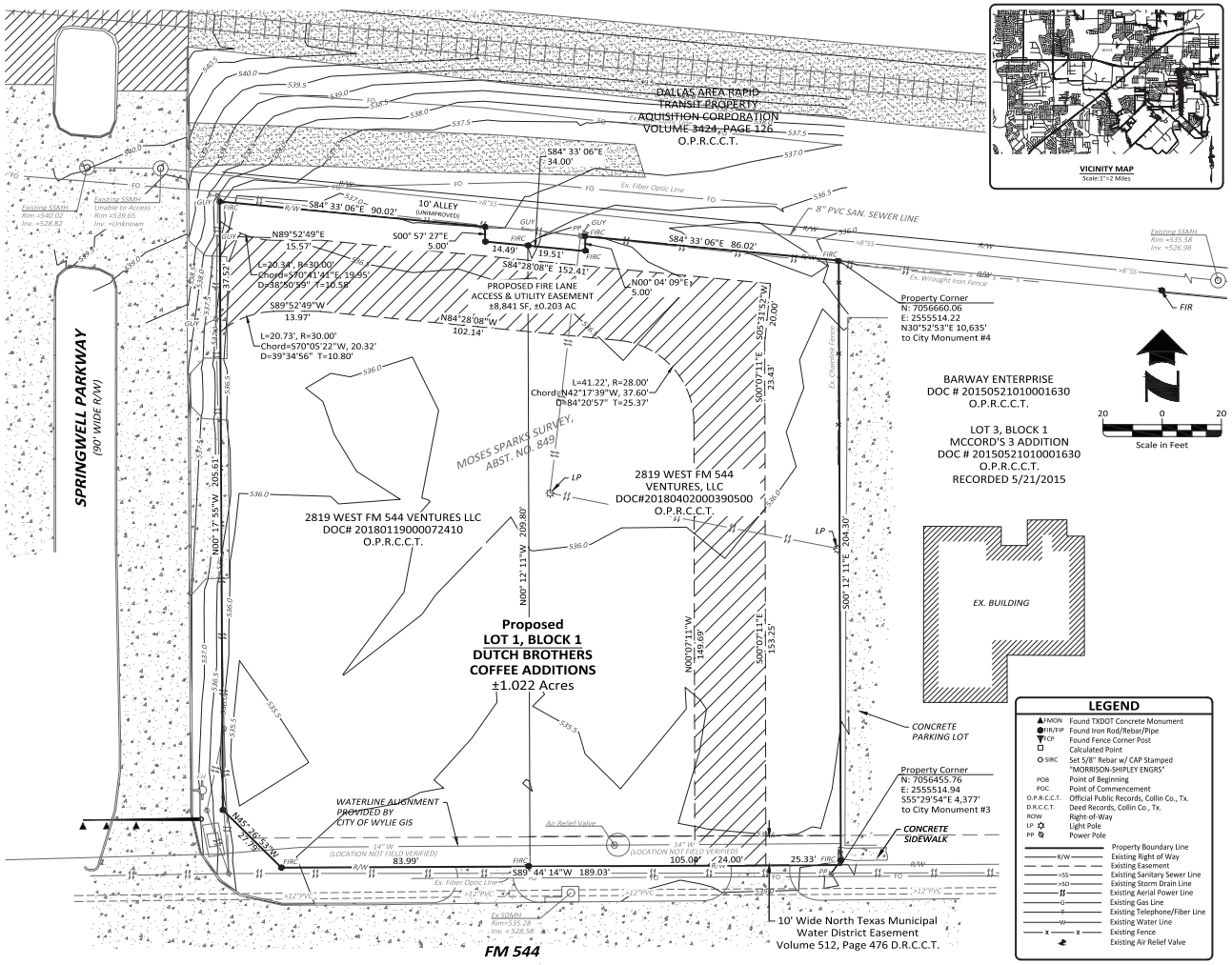
The development is pending the approval of a Special Use Permit for the allowance of a restaurant with a drive-thru service. The SUP is on this agenda with a recommendation of approval from the P&Z Commission.

Approval is subject to additions and alterations as required by the City Engineering Department.

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

P&Z Commission Discussion

The Commission voted 4-0 to recommend approval.



LEGEND

▲FMON	Found TXDOT Concrete Monument
●IRF/IPF	Found Iron Rod/Rebar/Pipe
▼FCP	Found Fence Corner Post
□	Calculated Point
○SIRC	Set 5/8" Rebar w/ CAP Stamped "MORRISON-SHIPLEY ENGRS"
POB	Point of Beginning
POC	Point of Commencement
O.P.R.C.C.T.	Official Public Records, Collin Co., Tx.
D.R.C.C.T.	Deed Records, Collin Co., Tx.
ROW	Right-of-Way
LP	Light Pole
PP	Power Pole
	Property Boundary Line
R/W	Existing Right of Way
	Existing Easement
>SS	Existing Sanitary Sewer Line
>SD	Existing Storm Drain Line
	Existing Aerial Power Line
G	Existing Gas Line
T	Existing Telephone/Fiber Line
W	Existing Water Line
x x	Existing Fence
	Existing Air Relief Valve

CITY BENCHMARKS

Control Mon.	Northing	Easting	Elevation
Monument #3	7053976.538	2559122.001	520.307
Monument #4	7065787.597	2560972.926	562.912

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

The City of Wylie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.
WITNESS, my hand, this the ___ day of _____, 20____.
BY:

_____
Authorized Signature of Owner

_____
Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.
Given under my hand and seal of office, this __ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

Approval Block:
"RECOMMENDED FOR APPROVAL"

_____ _____
Chairman, Planning & Zoning Commission — Date
City of Wylie, Texas

"APPROVED FOR CONSTRUCTION"

_____ _____
Mayor, City of Wylie, Texas — Date

"ACCEPTED"

_____ _____
Mayor, City of Wylie, Texas — Date

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

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

_____
City Secretary
City of Wylie, Texas

NOTES:

1. Bearings are based on the Texas Coordinate System, North Central Zone (4202), NAD '83 (2011 adjusted) all elevations are based on NAVD88 Geoid 12B. Horizontal and Vertical measurements calculated by utilizing the Leica Smartnet RTK Network.
2. **NOTICE:** Selling a portion of this addition be metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utility and building permits.
3. The approximate total land area as shown on this survey, is 0.50 acres, more or less (the "Property").
4. Property lies within FEMA flood zone X as shown Panel 415 of 600, Map Number 48085C0415J revised June 2, 2009. Zone X states area determined to be outside the 0.2% annual chance floodplain.
5. The new legal description describes the same real estate as the record description shown hereon.

OWNER'S CERTIFICATE AND DEDICATION:

STATE OF TEXAS
COUNTY OF COLLIN

Whereas 2819 West FM 544 Ventures, LLC, is the owner of two parcels of Land located in the Moses Sparks Survey, Abstract No. 849, and being a part of McCord's Little Six Subdivision, an unrecorded subdivision in the City of Wylie, Collin County, Texas as described in Special Warranty Deed Instrument 20180119000072410 and 20180402000390500 in the office of the County Clerk, Collin County, Texas and more particularly described as follows:

Beginning at an existing aluminum Texas Department of Transportation monument marking the north right of way of F.M. 544 said monument depicted on the Final Plat of McCord's 3 Addition, Lot 3, Block 1 as a Control Monument.

THENCE North 45°26'53" West a distance of 27.79 feet to a point on the east right of way of Springwell Parkway marked by a one-half inch (1/2") rebar with Cole Design Group cap.

THENCE along said Springwell Parkway east right of way, North 00°17'55" West a distance of 205.61 feet to a one-half inch (1/2") rebar with Cole Design Group cap on the south line of an unrecorded ten-foot (10') alley of said McCord's Addition.

THENCE departing the east right of way of Springwell Parkway and traveling along said south line of alley, South 84°33'06" East a distance of 90.02 feet to a one-half inch (1/2") rebar with Cole Design Group cap.

THENCE Continuing along said alley the following courses and distances:

South 00°57'27" East a distance of 5.00 feet to a one-half inch (1/2") rebar with Cole Design Group cap;
South 84°33'06" East through a one-half inch (1/2") rebar with Cole Design Group cap at a distance of 14.49 feet, to a one-half inch (1/2") rebar with Cole Design Group cap for corner at a distance of 34.00 feet;
North 00°04'09" East a distance of 5.00 feet to a one-half inch (1/2") rebar with Cole Design Group cap;
South 84°33'06" East a distance of 86.02 feet to a one-half inch (1/2") rebar with Cole Design Group cap marking the Northwest Corner of Lot 3, McCord's 3 Addition, Block 1.

THENCE departing said south line of alley and along the west line of said Lot 3, South 00°12'11" East a distance of 204.30 to a corner being on the north line of F.M. 544 and from which a one-half inch rebar with Precise Land Surveying cap bears North 00°48'22" East a distance of 1.60 feet.

THENCE along said north right of way, South 89°44'14" West through a one-half inch (1/2") rebar with Cole Design Group cap at a distance of 105.04, for a total distance of 189.03 feet to the Point of Beginning, containing 1.022 acres, more or less.

PRELIMINARY PLAT
of
DUTCH BROS COFFEE ADDITION LOT 1, BLOCK 1

2817-19 W. FM 544
WYLIE, TX 75098

BEING 1.022 ACRES SITUATED IN THE
MOSES SPARKS SURVEY, ABSTRACT NO. 849
CITY OF WYLIE, COLLIN COUNTY, TEXAS

OWNER
2819 WEST FM 544 VENTURE, LLC
ROBERT L. MYERS
8100 LOMO ALTO DR., SUITE 211
DALLAS, TX 75225
PHONE:214-751-7550
EMAIL:BOB.MYERS@MYERS-COMMERCIAL.COM

SURVEYOR
MORRISON-SHIPLEY ENGINEERS, INC.
CLAYTON CROTTS, RPLS
5750 GENESIS CT. STE 130
FRISCO, TX 75034
PHONE:972-472-2009
EMAIL:CCROTTS@MORRISONSHIPLEY.COM

Date of Plat or Map: 5/17/2021.

KNOW ALL MEN BY THESE PRESENTS:

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

FOR REVIEW AND COMMENT ONLY
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

_____
Clayton D. Crotts, RPLS
Texas Registration No. 6855

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.
Given under my hand and seal of office, this __ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

MORRISON SHIPLEY
TBPLS Firm #:10194342 / TBPE Firm #: 4436
5750 GENESIS CT. STE 130 - FRISCO, TX 75034
972.472.2009 - MORRISONSHIPLEY.COM

Drawing Name: M:\SDSKPROJ\MMG-01 Wylie\DWG\MMG-01 FINAL PLAT.dwg Last Modified: Jun 06, 2021 - 3:30pm Plotted on: Jun 07, 2021 - 11:19am by jnichols

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: Chris Holsted

Subject

Consider, and act upon, Resolution No. 2021-17(R) authorizing the City Manager to execute a revised Wholesale Wastewater Collection Agreement with the Wylie Northeast Special Utility District.

Recommendation

Motion to approve Item as presented.

Discussion

RESOLUTION NO. 2021-17(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE FIRST AMENDMENT TO WHOLESALE WASTEWATER COLLECTION AGREEMENT BETWEEN THE CITY OF WYLIE AND THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT.

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the First Amendment to Wholesale Wastewater Collection Agreement between the City of Wylie and the Wylie Northeast Special Utility District.

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 13th day of July, 2021.

_____
Matthew Porter, Mayor

ATTEST TO:

_____
Stephanie Storm, City Secretary

EXHIBIT "A"

First Amendment to Wholesale Wastewater Collection Agreement

FIRST AMENDMENT TO WHOLESALE WASTEWATER COLLECTION AGREEMENT

This First Amendment to Wholesale Wastewater Collection Agreement (this "First Amendment") is executed by and between the City of Wylie, Texas (the "City") and Wylie Northeast Special Utility District ("Wylie SUD") as of the ___ day of _____, 2021. The City and Wylie SUD may be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the Parties entered into that a Wholesale Wastewater Collection Agreement dated December 1, 2017, which is incorporated herein by reference for all purposes (the "Original Agreement" and together with this First Amendment, the "Agreement"); and

WHEREAS, Wylie SUD has asked the City to agree to enlarge the SUD Service Area to include the area shown in pink and labeled "Proposed Addition to Sewer CCN" in Exhibit B-1, attached hereto and incorporated herein by reference for all purposes, and the City has agreed under the terms and conditions of this First Amendment; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Wylie SUD hereby contract and agree as follows:

1. Amendment to Original Agreement, Exhibit B (SUD Service Area). Exhibit B (SUD Service Area) to the Original Agreement is hereby removed and replaced with Exhibit B-1 (Amended SUD Service Area), attached hereto and incorporated herein by reference for all purposes. The Parties agree that the areas shown in pink and red in Exhibit B-1 shall be the SUD Service Area as of the effective date of this First Amendment.

2. Defined Terms. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Original Agreement.

3. Ratification. The Parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.

4. Controlling Agreement. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.

5. Entire Agreement/First Amendment. This First Amendment and the Original Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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

7. Counterparts. This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

THIS FIRST AMENDMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE in a Regular Meeting on the ____ day of _____, 2021, with authorization for the City Manager to execute the Agreement on behalf of the City of Wylie.

CITY OF WYLIE, TEXAS,
a Texas home rule municipality

By: _____
Chris Holsted, City Manager

ATTEST:

_____
Stephanie Storm, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **CHRIS HOLSTED**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality, as its City Manager, for the purposes and consideration therein expressed.

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

_____
Notary Public, Collin County, Texas

THIS FIRST AMENDMENT REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT in a Regular Meeting on the _____ day of _____, 2021, with authorization for the President and Board Secretary to execute the Agreement on behalf of the Wylie Northeast Special Utility District.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,
a Texas political subdivision

By: _____
Jimmy C. Beach, President

ATTEST:

_____
Brenda Kellow, Secretary

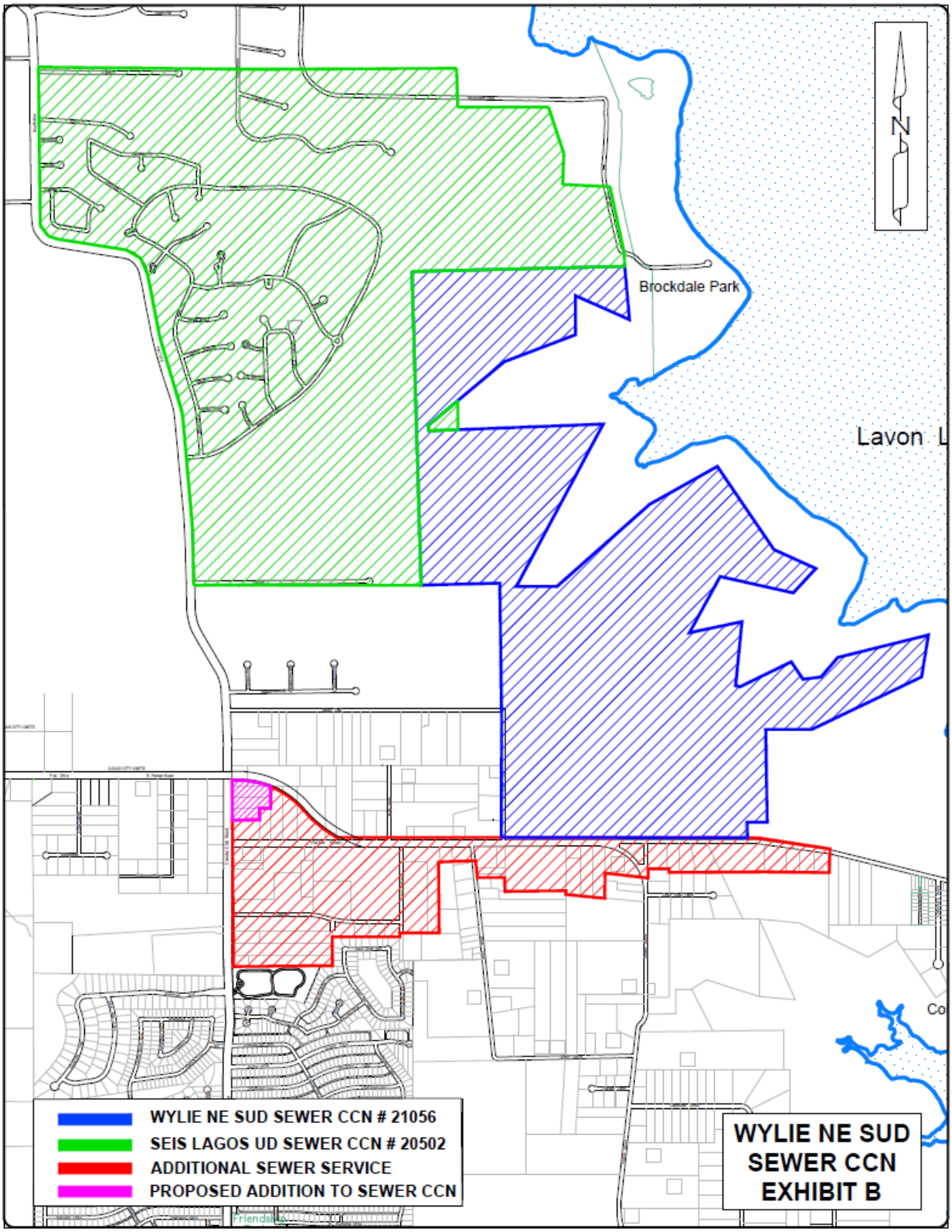
STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **JIMMY C. BEACH**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**, a Texas political subdivision, as its President, for the purposes and consideration therein expressed.

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

_____
Notary Public, Collin County, Texas

Exhibit B-1


N
Brockdale Park
Lavon L
WYLIE NE SUD SEWER CCN # 21056
SEIS LAGOS UD SEWER CCN # 20502
ADDITIONAL SEWER SERVICE
PROPOSED ADDITION TO SEWER CCN
WYLIE NE SUD SEWER CCN EXHIBIT B

WHOLESALE WASTEWATER COLLECTION AGREEMENT

This Wholesale Wastewater Collection Agreement (this "Agreement") is executed by and between the City of Wylie, Texas (the "City") and Wylie Northeast Special Utility District ("Wylie SUD") to be effective as of the 1st day of December, 2017. The City and Wylie SUD may be individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, North Texas Municipal Water District (the "District") is a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution, pursuant to Chapter 62, Acts of the 52nd Legislature of the State of Texas, Regular Session, 1951, as amended, with the authority to provide and develop regional systems for wastewater treatment; and

WHEREAS, City is a Texas home-rule municipality that owns, operates and maintains a wastewater collection system ("City System"); and

WHEREAS, Wylie SUD is a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution, and Chapters 49 and 65 of the Texas Water Code, as amended, with the authority to provide retail wastewater service in an area defined by Certificate of Convenience and Necessity (CCN) No. 21056 ("SUD Service Area") issued by the Texas Commission On Environmental Quality ("TCEQ") on May 19, 2011, with the SUD Service Area depicted in the map attached as **Exhibit B** and incorporated herein by reference for all purposes; and

WHEREAS, Collin County Water Control Improvement District #3 ("WCID #3") is a conservation and reclamation district created and functioning under Article 16, Section 59 of the Texas Constitution, and Chapters 49 and 51 of the Texas Water Code; and

WHEREAS, WCID #3 is located inside the boundaries of the SUD Service Area; and

WHEREAS, Wylie SUD provides wastewater services to property located within the boundaries of WCID #3 pursuant to a contract dated September 3, 2008, between Wylie SUD and WCID #3 (through an assignment to WCID #3); and

WHEREAS, the District owns, operates and maintains a wastewater treatment and collection system known as the Muddy Creek Regional Wastewater System (the "Regional Wastewater System") pursuant to which the District operates the Muddy Creek Regional Wastewater Treatment Plant (the "Muddy Creek Plant") for the treatment of wastewater; and

WHEREAS, the District and the City previously entered into that certain Muddy Creek

Regional Wastewater System Contract, a contract for wastewater treatment dated effective May 27, 1999, and that certain contract for wastewater transmission dated effective May 27, 2004 (collectively, the "Wastewater Contracts"); and

WHEREAS, Wylie SUD entered into an agreement with NTMWD dated effective December 20, 2010, authorizing Wylie SUD to transport the wastewater it collects to another regional wastewater treatment facility plant operated by NTMWD known as the Wilson Creek Regional Wastewater Treatment Plant; and

WHEREAS, the City and Wylie SUD previously entered into that certain Interim Wastewater Service Agreement dated effective August 23, 2016 (the "Interim Wastewater Service Agreement"), which provided, in part, (i) for interim transmission and of wastewater that originates within the boundaries of the SUD Service Area to the Muddy Creek Plant, and (ii) that the Parties would structure a mutually agreeable program to plan, develop, fund and construct long-term improvements that would allow the Regional Wastewater System and the Muddy Creek Plant to serve Wylie SUD on a permanent basis; and

WHEREAS, in accordance with the Interim Wastewater Service Agreement, Wylie SUD constructed a lift station inside WCID #3 (the "Lift Station") and a pipeline to transport wastewater to an interim point of entry located within the City, referred to in the Interim Wastewater Service Agreement as the "WCID #3/City POE"; and

WHEREAS, the City has advised Wylie SUD and the District, and the City and the District have agreed, that the City's existing wastewater collection system has sufficient excess capacity for the permanent transmission of wastewater originating within the boundaries of the SUD Service Area, as depicted in **Exhibit B**, to the Muddy Creek Plant; and

WHEREAS, pursuant to a Muddy Creek Regional Wastewater System Additional Participant Evaluation Study dated January 2017 (Project No. ENG 16-02) performed by Perkins Engineering Consultants, Inc. for NTMWD, NTMWD has advised Wylie SUD and the City that Muddy Creek Plant has sufficient excess treatment capacity for the permanent treatment of wastewater originating from the SUD Service Area; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions for (i) the planning, construction, development and funding of a wastewater meter and an off-site twelve inch (12") gravity sewer line and appurtenances (collectively, the "SUD Facilities") connecting Wylie SUD's wastewater collection system to that of the City System as generally depicted on **Exhibit A**, and (ii) the City providing wastewater collection services to Wylie SUD as a wholesale customer; and

WHEREAS, the Parties hereto are entering into this Agreement in order to control water pollution, and to protect, improve, and enhance the water quality of Lake Lavon, Muddy Creek and the Trinity River and the water supplies impounded therein; and

WHEREAS, the City and Wylie SUD are authorized to make and enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, governing interlocal agreements between political subdivisions of the state, and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Wylie SUD hereby contract and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01 DEFINITION OF TERMS. In addition to the definitions stated in the preamble hereof, the terms used in this Agreement, unless the context clearly shows otherwise, shall have the following definitions:

"Additional Participants" means any person or persons, in addition to Wylie SUD, with whom the City makes a contract for receiving and transporting wastewater through the City's wastewater collection system; *provided, however*, the City shall not permit any person to transport wastewater through the SUD Facilities without the prior written consent of Wylie SUD which may be conditioned upon, among other factors determined by Wylie SUD in its reasonable discretion, the following: (i) the existence of sufficient remaining excess capacity in the City's wastewater collection system not intended for use by Wylie SUD; and (ii) the payment by such Additional Participant to Wylie SUD of a portion of the cost of the planning, construction and development of the SUD Facilities as reasonably determined by Wylie SUD.

"Fiscal Year" means the twelve (12) month period beginning each October 1 and ending the following September 30.

"Participants" means Wylie SUD and all Additional Participants, if any.

"Participant" means any of the Participants.

"Person" shall have the meaning set forth in the Texas Code Construction Act, Chapter 311, Texas Government Code, as amended.

"Point of Entry" means the point of connection by any Participant to the City System as agreed upon by that Participant and the City.

"SUD Point of Entry" means the wastewater meter connecting Wylie SUD's wastewater collection system to the City system at the location shown on **Exhibit A** (the "WW Meter"), which exhibit is attached hereto and incorporated herein by reference.

"Wastewater" means sewage, residential wastewater, and commercial wastewater as defined in the Texas Water Code, and such infiltration water that may be present.

ARTICLE 2
CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF THE SUD FACILITIES

Section 2.01 ENGINEERING PLANS.

(a) Plans for the SUD Facilities must be prepared by a registered professional engineer.

(b) Within seventy-five (75) days after the effective date of this Agreement, Wylie SUD shall deliver to the City and NTMWD a set of engineering plans and specifications for the construction of the SUD Facilities (the "Plans") prepared by a registered professional engineer.

(c) Within forty-five (45) days after receiving the Plans, City shall provide to Wylie SUD any comments the City may have on the Plans. After receipt of such comments, Wylie SUD shall have twenty (20) days to address the comments and concerns of City. If the Parties are unable to resolve any differences over the Plans within such twenty-day period, they shall thereafter meet with one another, with each Party agreeing to work in a commercially reasonable manner to resolve such differences as expeditiously as possible. Once the Plans have been approved by City, the City shall promptly provide written approval of such Plans to Wylie SUD.

(d) Wylie SUD agrees that the Plans and the construction of the SUD Facilities shall comply with all applicable laws and regulations.

Section 2.02 CONSULTING ENGINEERS. Wylie SUD is entitled to enter into any such contracts with consulting engineers deemed necessary to provide engineering services for the design of the SUD Facilities. All engineering fees and expenses associated with the SUD Facilities will paid by Wylie SUD, and NTMWD and City shall have no responsibility for such fees or expenses.

Section 2.03 CONSTRUCTION CONTRACTS; COSTS. Wylie SUD will, at its sole cost, enter into such contracts as are necessary to provide for all labor and materials necessary or appropriate for the construction of the SUD Facilities, and said contracts shall be executed as required by the laws applicable to Wylie SUD. All costs for the construction of the SUD Facilities shall be the responsibility of Wylie SUD, and NTMWD and City shall have no responsibility for such costs. All operational and maintenance costs for the SUD Facilities until conveyance and acceptance of the same by the City pursuant to Section 2.07 shall be the sole responsibility of Wylie SUD, and NTMWD and City shall have no responsibility for such costs.

Wylie SUD, and NTMWD and City shall have no responsibility for such costs.

Section 2.04 USE AND ACQUISITION OF EASEMENTS; CONSTRUCTION. Wylie SUD shall proceed promptly with the acquisition, by condemnation or otherwise, of all easements necessary for construction of the SUD Facilities. Wylie SUD shall pay all easement acquisition costs, which shall be included as a cost of the acquisition and construction of the SUD Facilities. Wylie SUD is solely responsible for acquiring all such easements and paying all related acquisition costs. Wylie SUD shall complete construction of the SUD Facilities within two (2) years after Wylie SUD has acquired all necessary easement rights.

Section 2.05 CONDITIONS PRECEDENT. The obligation on the part of Wylie SUD to acquire and construct the SUD Facilities is conditioned upon the following:

(a) The acquisition by Wylie SUD of all easements necessary for the SUD Facilities; and

(b) Wylie SUD's ability, or the ability of its contractors and subcontractors, to obtain all permits, materials, labor and equipment necessary for the construction of the SUD Facilities.

Section 2.06 OWNERSHIP AND MAINTENANCE. Within sixty (60) days after completion of the SUD Facilities by Wylie SUD and acceptance of the same by the City, Wylie SUD shall convey to the City ownership of the SUD Facilities, from and including the WW Meter to the SUD Point of Entry, and the City shall assume responsibility for maintaining the conveyed SUD Facilities as a component of the City System. As part of, and at the same time of, such conveyance, Wylie SUD shall assign to the City all necessary easement rights for the City to operate the SUD Facilities and shall cause to be delivered a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the amount of the actual cost of the SUD Facilities to ensure the repair or remedy of any maintenance issues the City may have regarding the SUD Facilities after City's acceptance thereof. The bond required by this Section must be: (a) a good and sufficient bond; (b) in the amount prescribed herein; (c) with a reputable and solvent corporate surety and in favor of the City; and (d) in compliance with any other City requirements relating to such bond.

ARTICLE 3
MEASUREMENT OF WASTEWATER FLOWS AND LIMITATION ON FLOWS

Section 3.01 DISCHARGE INTO CITY SYSTEM. In consideration of the payments to be made under this Agreement and subject to the capacity allocated to Wylie SUD, Wylie SUD may discharge all wastewater generated from Wylie SUD's wastewater collection system into the City System at the WW Meter in the location shown on **Exhibit A**. The City shall be the sole source of wholesale wastewater service to Wylie SUD for the SUD Service Area unless the City

consents in writing to Wylie SUD's conversion to another wholesale provider.

Section 3.02 METERING WASTEWATER FLOWS.

(a) Once the SUD Facilities have been completed by Wylie SUD and accepted by the City in writing, Wylie SUD may commence the transmission of wastewater from its collection system to the City System.

(b) The quantity of wastewater delivered by each Participant into the City System shall be metered at a location agreed to by the Participant and the City. The City will measure the quantity of wastewater transported by Wylie SUD to the City System at the location identified as "WW Meter" on **Exhibit A**. It shall be the sole responsibility of each Participant to transport, or cause to be transported, at no cost to the City or the other Participants, its wastewater to its respective wastewater meter or Point or Points of Entry as agreed to by the Participant and the City.

(c) Each Participant will furnish and install the necessary meter and equipment, as required by the City, for measuring properly all wastewater to be discharged into the City System by each such Participant. The specifications and installation design for each meter to be installed for each Participant must be approved, in writing, in advance by the City. Such meters and other equipment shall become and remain the property of the City. Each Participant shall have access to its metering equipment upon reasonable request for inspection and examination, but the reading, calibration, adjustment and maintenance thereof shall be done only by employees or agents of the City in the presence of a representative of the Participant if the Participant makes arrangements to be present. If a representative of the Participant is not present, nothing shall prevent the City from reading, calibrating, adjusting or maintaining the metering equipment. All readings of meters will be entered upon proper books of record maintained by the City. Upon reasonable written request, the Participant may have access to said record books during reasonable business hours.

(d) Not less than one time in each Fiscal Year the City shall calibrate, and if necessary adjust, Participant meters in the presence of a representative of the Participant.

(e) If a test shows the percentage of inaccuracy of any meter to be in excess of five (5%) per cent, prior meter readings shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

(f) Each Participant may, at its option and its own expense, install and

the City for each such Participant, but the measurement for the purpose of this Agreement shall be solely by the City's meters.

Section 3.03 LIMITATION ON WASTEWATER FLOWS.

(a) The wastewater transported by Wylie SUD to the SUD Point of Entry shall be limited to wastewater produced within (i) the SUD Service Area depicted in **Exhibit B.** Wylie SUD may also provide wastewater service to properties that do not meet the aforementioned requirements with the City's advance written approval.

(b) The maximum discharge rate is defined as a rate in million gallons per day (MGD) exceeded for a period of sixty minutes which, if continued over a period of 24 hours, would be equal to 3.50 times the Participant's average daily flow during that Fiscal Year. The Parties estimate that the maximum projected wastewater discharged by Wylie SUD into the City System shall be equal to 0.81 MGD. The total quantity of wastewater discharged into the City System shall never exceed the amount which the City System and the Regional Wastewater System are capable of receiving, treating and disposing, as determined by the City in its sole discretion, unless approved in writing by the City and the District, subject to terms and conditions to be established by the City. Notwithstanding the foregoing, no Participant shall ever make any discharge into the City System that would cause it to be overloaded or be in violation of existing permits issued by the State of Texas or the United States of America.

Section 3.04 LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. Liability for damages arising from the reception and transportation of all wastewater discharged shall remain with each Participant from its wastewater collection system to the Participant's designated wastewater meter, and title to such wastewater shall be vested in such Participant to its designated wastewater meter. Upon passing through a Participant's wastewater meter, liability for such damages and title to such wastewater shall pass to the City, except as otherwise provided in this Agreement. The City has the responsibility for the proper reception and transportation of all wastewater through the City System. The City has the right to the re-use of all wastewater discharged into the City System.

Section 3.05 TRANSPORT COVENANTS. Wylie SUD covenants that the transport of wastewater to the SUD Point of Entry shall comply with all applicable laws and regulations.

Section 3.06 UNIT OF MEASUREMENT. The unit of measurement for wastewater delivered hereunder shall be 1,000 gallons, U. S. Standard Liquid Measure.

ARTICLE 4
QUALITY OF WASTEWATER FLOWS

Section 4.01 GENERAL. Each Participant shall be responsible for ensuring and hereby agrees to limit wastewater discharge into the City System to wastewater that complies with quality requirements of the Wastewater Contracts for discharge into the Regional Wastewater System. Each Participant shall adopt and enforce wastewater quality rules and policies at least as stringent as, and not inconsistent with, the City's wastewater quality rules and policies and any pretreatment requirements for each Participant's retail customers as may be necessary to cause the quality of wastewater each Participant discharges into the City System pursuant to this Agreement to meet the requirements of this Agreement and any applicable local, state or federal permit, law, rule, or regulation. The City shall be entitled to collect samples of wastewater at or near the SUD Point of Entry or from any point within the SUD Facilities and cause the same to be analyzed in accordance with accepted methods in the industry to determine if such wastewater quality complies with this Agreement. If analysis discloses that the wastewater does not comply with this Agreement, Wylie SUD shall be obligated to require the offending originator to immediately cease discharging such wastewater into the SUD Facilities or to pretreat such wastewater such that the discharge of prohibited wastewater ceases immediately.

ARTICLE 5
CHARGES AND PAYMENTS

Section 5.01 CALCULATED RATE. Wylie SUD shall pay to the City charges for the transport and treatment of Wylie SUD wastewater (the "Wastewater Charges") equal to the amount derived by multiplying the number of gallons of wastewater metered at the WW Meter for the billing period times the Calculated Rate. For purposes of this Agreement, the "Calculated Rate" shall be equal to the per gallon unit cost paid by City to NTMWD pursuant to the Wastewater Contracts times a factor of 1.2. The Wastewater Charges may also be calculated by multiplying the number of equivalent single family connections by the City of Wylie residential sewer rate times a factor of 1.2.

Section 5.02 MONTHLY INVOICES. The City shall invoice Wylie SUD on a monthly basis for the Wastewater Charges. Invoices shall be prepared by the City and delivered to Wylie SUD based on such billing cycle as agreed to between City and Wylie SUD and shall be consistent with the monthly meter reading at the SUD Point of Entry. Wylie SUD shall be responsible for paying such invoices within twenty (20) days after receipt. If an invoice is not paid within such time period, it shall be considered delinquent and subject to a late payment fee of 5% of the amount due together with any legal or other costs incurred by the City to collect the amount due.

Section 5.03 CITY OBLIGATION TO PAY NTMWD. Provided that Wylie SUD transmits

Wylie SUD wastewater into the City System in accordance with this Agreement, the City shall be obligated to NTMWD for the payment of all amounts due under the Wastewater Contracts for transport and treatment of Wylie SUD wastewater into the Regional Wastewater System and the Muddy Creek Plant.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01 FORCE MAJEURE. In case by reason of "Force Majeure" the City or any Participant shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such "Force Majeure" in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure (with the exception of the obligation of each Participant to make the payments required in Section 5.02 of this Agreement, which in all events shall be made as provided therein) shall be suspended during the continuance of the inability then claimed, but for no longer periods, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on the part of a Participant to provide water necessary for operation of its water and Local Wastewater Facilities hereunder, or of the City to receive or transport Wastewater on account of any other causes not reasonably within the control of the Party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

Section 6.02 INSURANCE. Each Party will carry insurance or maintain self-insurance for such purposes and in such amounts as are determined by that Party to be necessary or advisable.

Section 6.03 REGULATORY BODIES. This Agreement shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, the City, or any authorized agency of either having jurisdiction over the subject matter of this Agreement.

Section 6.04 ANNUAL AUDIT OF CITY SYSTEM. At the close of each Fiscal Year, commencing with the Fiscal Year beginning October 1, 2017, the City will perform an annual audit of the City System and will prepare and deliver an audit report to all Participants.

Section 6.05 PUBLICATIONS, REFERENCE WORKS, GOVERNMENTAL REGULATIONS. In each instance herein where reference is made to a publication, reference work or Federal or State regulation, it is the intention of the Parties that at any given time the then current edition of any such publication of reference work or federal or state regulation shall apply. If a publication or reference work is discontinued or ceases to be the generally accepted work in its field or if conditions change or new methods or processes are implemented by the City, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations issued pursuant thereto.

Section 6.06 OPERATION OF THE WYLIE SUD FACILITIES. Wylie SUD covenants that it will operate and maintain the SUD Facilities in accordance with accepted good business and engineering practices.

ARTICLE 7
REMEDIES

Section 7.01 LEGAL AND EQUITABLE. Any Party may require any other Party, and its officials and employees, to carry out, respect, and enforce the covenants and obligations of this Agreement by all legal and equitable means including specifically, but without limitation, the use and filing of mandamus or injunction proceedings, in any court of competent jurisdiction, against such Party, and its officials and employees.

ARTICLE 8
EFFECTIVE DATE AND TERM

Section 8.01 EFFECTIVE DATE. 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.

Section 8.02 TERM OF AGREEMENT. This Agreement shall continue in force from the effective date hereof until the expiration of the useful life of the SUD Facilities.

ARTICLE 9
NOTICES

Section 9.01. NOTICES. Any notice, request or other communication under this Agreement shall be given in writing and shall be deemed to have been given by either Party to the other Party at the addresses shown below upon any of the following dates:

(a) The date of notice by facsimile, electronic mail, or similar telecommunications, which is confirmed promptly in writing; or

(b) The date of dispatch when given to a delivery service for same day hand delivery; or

(c) One business day after the date the notice, request or other communication is given to an overnight courier of recognized national standing for overnight hand delivery; or

(d) Three business days after the date of the mailing thereof, as shown by the post office receipt if mailed to the other Party hereto by certified mail;

(e) The date of actual receipt thereof by such other Party if not given pursuant to (a), (b) (c) or (d) above.

The address for notice for each of the Parties shall be as follows:

City of Wylie
300 Country Club Rd., Building 100, 1st Floor
Wylie, Texas 75098
Attention: City Manager
Fax: (972) 516-6026
Email: *citymgr@wylietexas.gov*

Wylie Northeast SUD
745 Parker Road
Wylie, Texas 75098
Attention: General Manager
Fax: (972) 429-9413
Email: *chester@wylienortheastwater.com*

or the latest address specified by such other Party in writing in accordance with the notice provisions set forth above.

ARTICLE 10
TERMINATION OF
INTERIM WASTEWATER SERVICE AGREEMENT

Section 10.01 TERMINATION OF INTERIM WASTEWATER SERVICE AGREEMENT. The City and Wylie SUD agree that the Interim Wastewater Service Agreement terminates upon the effective date of this Agreement; provided, however, that the terms and conditions set forth therein relating to payment by Wylie SUD to the City shall remain in effect until such time as

Wylie SUD has fully complied with all such payment obligations. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the Parties hereto respecting such matters.

ARTICLE 11
EARLY TERMINATION BY WYLIE SUD TO PARTICIPATE IN REGIONAL WASTEWATER SYSTEM

Section 11.01 EARLY TERMINATION. If at any time NTMWD extends a wastewater interceptor pipeline southward along Country Club Road past the intersection of Country Club Road and Lakeway Drive, in close proximity to the WW Meter, the Parties agree that Wylie SUD may formally request to connect its wastewater system directly to the Regional Wastewater System by becoming a direct participating member or customer of NTMWD. Should NTMWD agree to this request, this Agreement will terminate upon Wylie SUD notifying the City that a direct connection between Wylie SUD's wastewater system to the Regional Wastewater System has been achieved. Wylie SUD will pay all costs to decouple the SUD Facilities from the City System.

ARTICLE 12
RECITALS

Section 12.01 INCORPORATION AND CONSIDERATION. Each Party acknowledges the Recitals set forth in this Agreement and agrees that such Recitals are hereby incorporated into, and made a part of, this Agreement for all purposes. The Parties agree and acknowledge that the Recitals and the representations, promises, agreements and covenants contained in this Agreement are adequacy and sufficient consideration.

ARTICLE 13
MISCELLANEOUS

Section 13.01 SEVERABILITY. If any clause, provision or Section of this Agreement should be held illegal or invalid by any court, the invalidity of such clause, provision or Section shall not affect any of the remaining clauses, provisions or Sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in this Agreement should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Participants or the City, as the case may be, to the full extent permitted by law.

Section 13.02 MODIFICATION. This Agreement may be changed or modified only with the consent of the governing bodies of the City and the affected Participant or Participants. No

such change or modification may be made which will affect adversely the prompt payment when due of all moneys required to be paid by the Participants under the terms of this Agreement.

Section 13.03 VENUE. All amounts due under this Agreement, including, but no limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Collin County, Texas, which is the County in which the SUD Facilities, the City and Wylie SUD are located. It is specifically agreed among the Parties to this Agreement that Collin County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Collin County, Texas.

Section 13.04 ARTICLE AND SECTION HEADINGS. Article and Section headings in this Agreement shall not be used in construing this Agreement.

Section 13.05 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Section 13.06 SEVERABILITY. If any provisions of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder this Agreement shall not be affected thereby, and every other term and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.07 COOPERATION. Each Party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Agreement and reasonably cooperate with each other Party in doing so.

Section 13.08 WHOLESALE CUSTOMER; NO JOINT VENTURE. The Parties agree and acknowledge that Wylie SUD is a wholesale wastewater customer of the City under this Agreement and that this Agreement does not create a joint venture, partnership, or joint enterprise, that each Party is not an agent of the other entity, and that each Party is responsible for its own acts and omissions in conjunction with performance of this Agreement, and without waiving any rights or defenses under the laws of the State of Texas.

Section 13.09 IMMUNITY. It is expressly understood and agreed that, in the execution and performance of this Agreement, neither Party has waived, nor shall be deemed hereby 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.

THIS AGREEMENT REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE in

a Regular Meeting on the 12th day of December, 2017, with authorization for the City Manager to execute the Agreement on behalf of the City of Wylie.

CITY OF WYLIE, TEXAS,
a Texas home rule municipality

By: _____
Mindy Manson, City Manager

ATTEST:

_____
Carole Ehrlich, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared ***MINDY MANSON***, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality, as its City Manager, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 12 day of December, 2017.

STEPHANIE MARIE STORM
NOTARY PUBLIC
STATE OF TEXAS
ID # 126036074
My Comm. Expires 03-12-2019

_____
Notary Public, Collin County, Texas

THIS AGREEMENT REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS OF THE WYLIE NORTHEAST SPECIAL UTILITY DISTRICT in a Regular Meeting held on the 14th day of November, 2017, with authorization for the President and Board Secretary to execute the Agreement on behalf of the Wylie Northeast Special Utility District.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT,
a Texas political subdivision

By: _____
Jimmy C. Beach, President

ATTEST:

_____
Brenda Kellow, Secretary

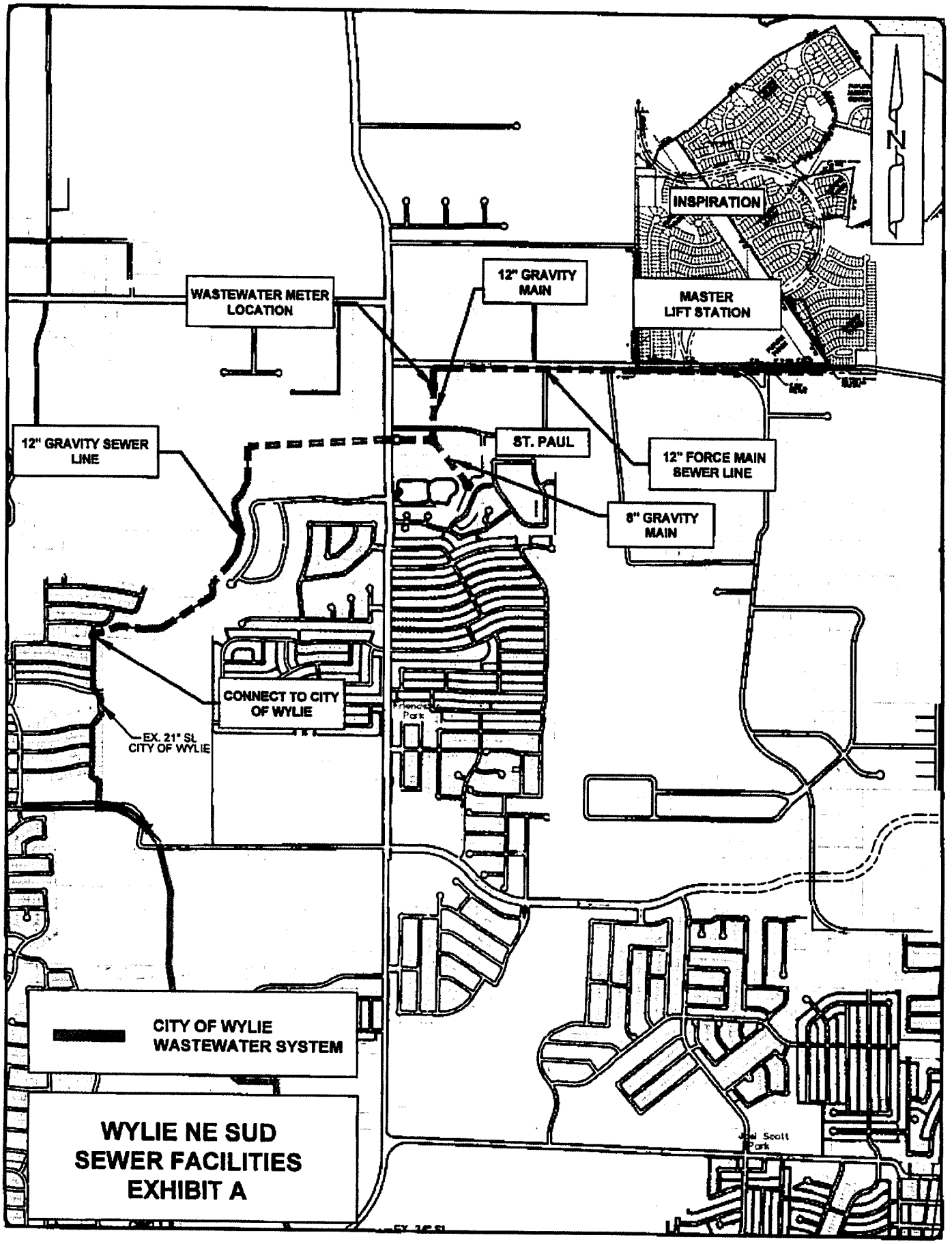
STATE OF TEXAS §
§
COUNTY OF COLLIN §

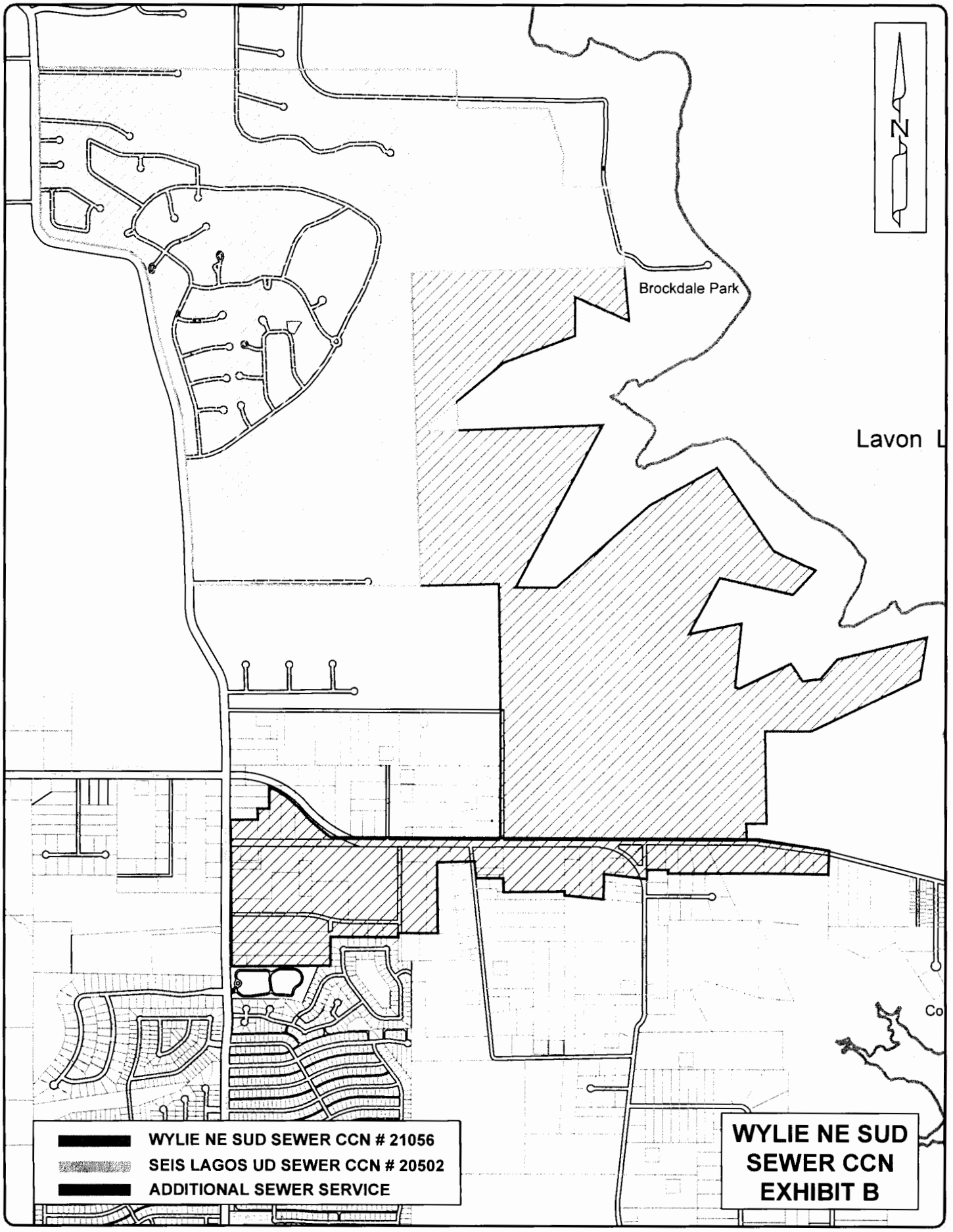
BEFORE ME, the undersigned Notary Public, on this day personally appeared ***JIMMY C. BEACH***, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of the **WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**, a Texas political subdivision, as its President, for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 14th day of November, 2017.

_____
Notary Public, Collin County, Texas

AMANDA HORST
Notary ID #125473316
My Commission Expires
October 24, 2021


INSPIRATION
WASTEWATER METER LOCATION
12" GRAVITY MAIN
MASTER LIFT STATION
12" GRAVITY SEWER LINE
ST. PAUL
12" FORCE MAIN SEWER LINE
8" GRAVITY MAIN
CONNECT TO CITY OF WYLIE
EX. 21" SL CITY OF WYLIE
CITY OF WYLIE WASTEWATER SYSTEM
WYLIE NE SUD SEWER FACILITIES EXHIBIT A


N
Brockdale Park
Lavon L
Co
WYLIE NE SUD SEWER CCN # 21056
SEIS LAGOS UD SEWER CCN # 20502
ADDITIONAL SEWER SERVICE
WYLIE NE SUD SEWER CCN EXHIBIT B

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Public Works **Account Code:**

Prepared By: Tim Porter

Subject

Consider, and act upon, Resolution No. 2021-18(R) determining a public necessity to acquire certain properties for public use for rights-of-way (in fee simple), temporary construction easements and related improvements for the construction, expansion, access, repair, maintenance and replacement of Eubanks Lane (from Hwy 78 to approximately 1,000 feet north of Centennial Drive); giving notice of an official determination to acquire certain properties for public use for rights-of-way (in fee simple), temporary construction easements and related improvements for the construction, expansion, access, repair, maintenance and replacement of Eubanks Lane (from Hwy 78 to approximately 1,000 feet north of Centennial Drive); authorizing the City Manager of the City of Wylie, Texas, to establish procedures for acquiring the rights-of-way (in fee simple), temporary construction easements and related improvements offering to acquire said property rights, voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.

Recommendation

Motion to approve Item as presented.

Discussion

In 2016 the City of Wylie and the North Texas Municipal Water District entered into an Interlocal Cooperation Agreement for Eubanks Lane Improvements for the section of Eubanks Road between State Highway 78 and the southern entrance to the NTMWD site on Eubanks Road. In this document, the City of Wylie is outlined to fund 100% of design services and right-of-way acquisition.

The engineering design of this section of road is nearing completion. The City's consultant, Halff Associates, Inc., has identified 10 parcels needed for the expansion of the roadway. Approval of the Resolution authorizes the City Manager to proceed with acquiring the parcels. The project is funded through both East and West Thoroughfare Impact Fees.

RESOLUTION NO. 2021-18(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTIES FOR PUBLIC USE FOR RIGHTS-OF-WAY (IN FEE SIMPLE), TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF EUBANKS LANE (FROM HWY 78 TO APPROXIMATELY 1,000 FEET NORTH OF CENTENNIAL DRIVE); GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTIES FOR PUBLIC USE FOR RIGHTS-OF-WAY (IN FEE SIMPLE), TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF EUBANKS LANE (FROM HWY 78 TO APPROXIMATELY 1,000 FEET NORTH OF CENTENNIAL DRIVE); AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE RIGHTS-OF-WAY (IN FEE SIMPLE), TEMPORARY CONSTRUCTION EASEMENTS AND RELATED IMPROVEMENTS, OFFERING TO ACQUIRE SAID PROPERTY RIGHTS, VOLUNTARILY, FROM THE LANDOWNERS THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that there is a public necessity for the acquisition, by, of certain parcels of rights-of-way (in fee simple), temporary construction easements and related improvements (collectively, "ROWs and Easements") on the real property described and depicted in Exhibit A, all of which are attached hereto and incorporated herein for all purposes (collectively, "Properties"); and

WHEREAS, it is the intent of the City of Wylie, Texas ("Wylie") to acquire the necessary ROWs and Easements on the Properties for the purpose of, among other things, the construction, expansion, access, repair, maintenance and replacement of and/or improvements to public facilities; specifically, ROWs and Easements for the construction of and/or improvements to Eubanks Lane (from Hwy 78 to approximately 1,000 feet north of Centennial Drive) (collectively, the "Projects") for the purposes of, among other things, paving improvements; and

WHEREAS, the City Council has further investigated and determined that the Projects are necessary for public use; and

WHEREAS, there may be improvements located on some of the Properties acquired for these Projects and such improvements may be required to be moved prior to the beginning of these Projects; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer ("Bona Fide Offer") to acquire each of the ROWs and Easements on the Properties for public use; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with all applicable laws.

NOW THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2: Acquisition of Properties. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition of the ROWs and Easements on the Properties, and it is Wylie's intent to acquire the ROWs and Easements for public use as more generally depicted in Exhibit A, attached hereto, specifically for the purposes of, among other things, the construction, expansion, access, repair, maintenance and replacement of and/or improvements of the Projects.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed by Wylie from time to time in connection with the acquisition of the ROWs and Easements on the Properties for the purposes of, among other things, the construction, access, repair, maintenance and replacement of and/or improvements to the Projects. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed for the acquisition of the ROWs and Easements on the Properties. To this end, the City Manager shall negotiate and make Bona Fide Offers to acquire the ROWs and Easements on the Properties from the subject landowners voluntarily.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on the independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the ROWs and Easements on the Properties for the purpose of negotiating for the acquisition of the ROWs and Easements as well as making the Bona Fide Offers. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said ROWs and Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of the same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the ROWs and Easements on the Properties, the City Manager is authorized to negotiate the acquisition of the ROWs and Easements and to send a written Bona Fide Offer to the each of the landowners of said Properties for the acquisition of said ROWs and Easements at the full amount determined and established to be just compensation therefore, and to negotiate with said landowners on behalf of Wylie to acquire the ROWs and Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the ROWs and Easements on the Properties needed for the Projects, on behalf of Wylie, by purchase. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the ROWs and Easements on the Properties for the Projects.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the ROWs and Easements acquired in connection with these Projects, should they interfere with the intended use and enjoyment of said ROWs and Easements.

SECTION 8: Source of Funds. The amount to be paid, if any, for acquiring the ROWs and Easements on the Properties for the Projects will be appropriated from any lawful source.

SECTION 9: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 10: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 11: Effective Date. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 13th day of July, 2021.

_____
Matthew Porter, Mayor

ATTEST:

_____
Stephanie Storm, City Secretary

Exhibit A

EXHIBIT A
PARCEL NO. 1
RIGHT OF WAY DEDICATION
274 SQ. FT. (0.0063 ACRES)

BEING a 274 square foot (0.0063 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that tract of land described in Warranty Deed to C.T. Beckham, as recorded in Volume 5266, Page 1434 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and also being a part of Lot 1, Block A of Woodlake Village, an Addition to the City of Wylie, Texas, as recorded in Cabinet G, Page 386, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with HALFF cap") for the northwest end of a corner clip located at the intersection of the north line of S.H. 78 (variable width right-of-way), with the east line of Eubanks Lane (County Road 389, a 32.5 foot wide right-of-way dedicated by said Woodlake Village addition), and being on the north line of a 5,724 square foot right-of-way deed to the State of Texas as recorded in Volume 5266, Page 5809, O.P.R.C.C.T.;

THENCE North 00 degrees 30 minutes 31 seconds East, with said east line of Eubanks Lane, a distance of 11.63 feet to a set 1/2-inch iron rod with "HALFF" cap for corner;

THENCE South 46 degrees 23 minutes 03 seconds East, departing said east line and over and across said Lot 1, a distance of 40.54 feet to a set 1/2-inch iron rod with "HALFF" cap on said north line of S.H. 78 and north line of said 5,724 square foot State of Texas tract;

THENCE South 89 degrees 06 minutes 37 seconds West, along said north lines, a distance of 12.08 feet to a found 5/8-inch iron rod with a "TXDOT" cap for the southeast end of the aforementioned corner clip;

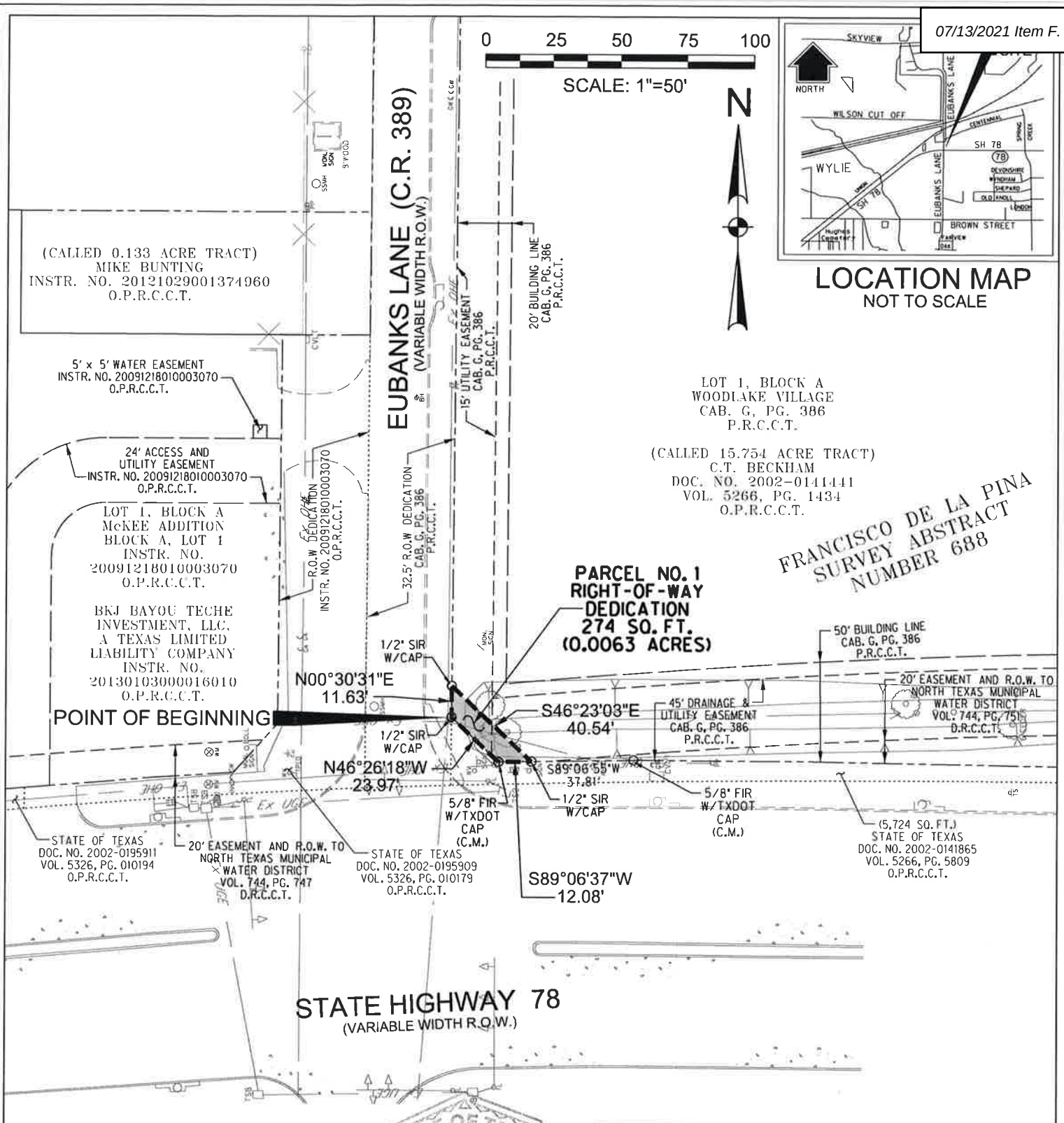
THENCE North 46 degrees 26 minutes 18 seconds West, along said corner clip, a distance of 23.97 feet to the POINT OF BEGINNING AND CONTAINING 274 square feet or 0.0063 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600



LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer
Feb. 16, 2021

EXHIBIT A
PARCEL NO.1 RIGHT-OF-WAY DEDICATION
274 SQ. FT. OR (0.0063 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 2
RIGHT OF WAY DEDICATION
1,482 SQ. FT. (0.0340 ACRES)

BEING a 1,482 square foot (0.0340 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 0.133 acre tract of land described in Special Warranty Deed to Mike Bunting, as recorded in Instrument Number 20121029001374960 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set crow's foot in concrete for the northeast corner of said 0.133 acre tract, being the southeast corner of a 1.50 acre tract of land described in Warranty Deed to Charles A. Bunting and Margaret P. Bunting, as recorded in Instrument Number 93-0059736, O.P.R.C.C.T., and being in the center of Eubanks Lane (County Road 389, a variable width right-of-way);

THENCE South 00 degrees 30 minutes 31 seconds West, with the east line of said 0.133 acre tract and the center of Eubanks Lane, a distance of 45.60 feet to a set magnail with a washer stamped "HALFF" for the southeast corner of said 0.133 acre tract, said point being the northeast corner of a variable width right-of-way, as dedicated by the McKee Addition, Block A, Lot 1, an addition to the City of Wylie, as recorded in Volume 2009, Page 449, O.P.R.C.C.T.;

THENCE North 89 degrees 46 minutes 22 seconds West, departing said center of Eubanks Lane and along the common south line of said 0.133 acre tract and north line of said right-of-way dedication, a distance of 32.50 feet to a found 1/2-inch iron rod with plastic cap stamped "RPLS 5686" at the northeast corner of said Lot 1, Block A of the McKee Addition;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 0.133 acre tract, a distance of 45.60 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" on the common north line of said 0.133 acre tract and south line of said 1.50 acre tract;

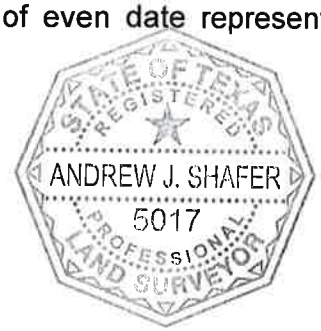
THENCE South 89 degrees 46 minutes 22 seconds East, along said common line, a distance of 32.50 feet to the POINT OF BEGINNING AND CONTAINING 1,482 square feet or 0.0340 acres of land, more or less.

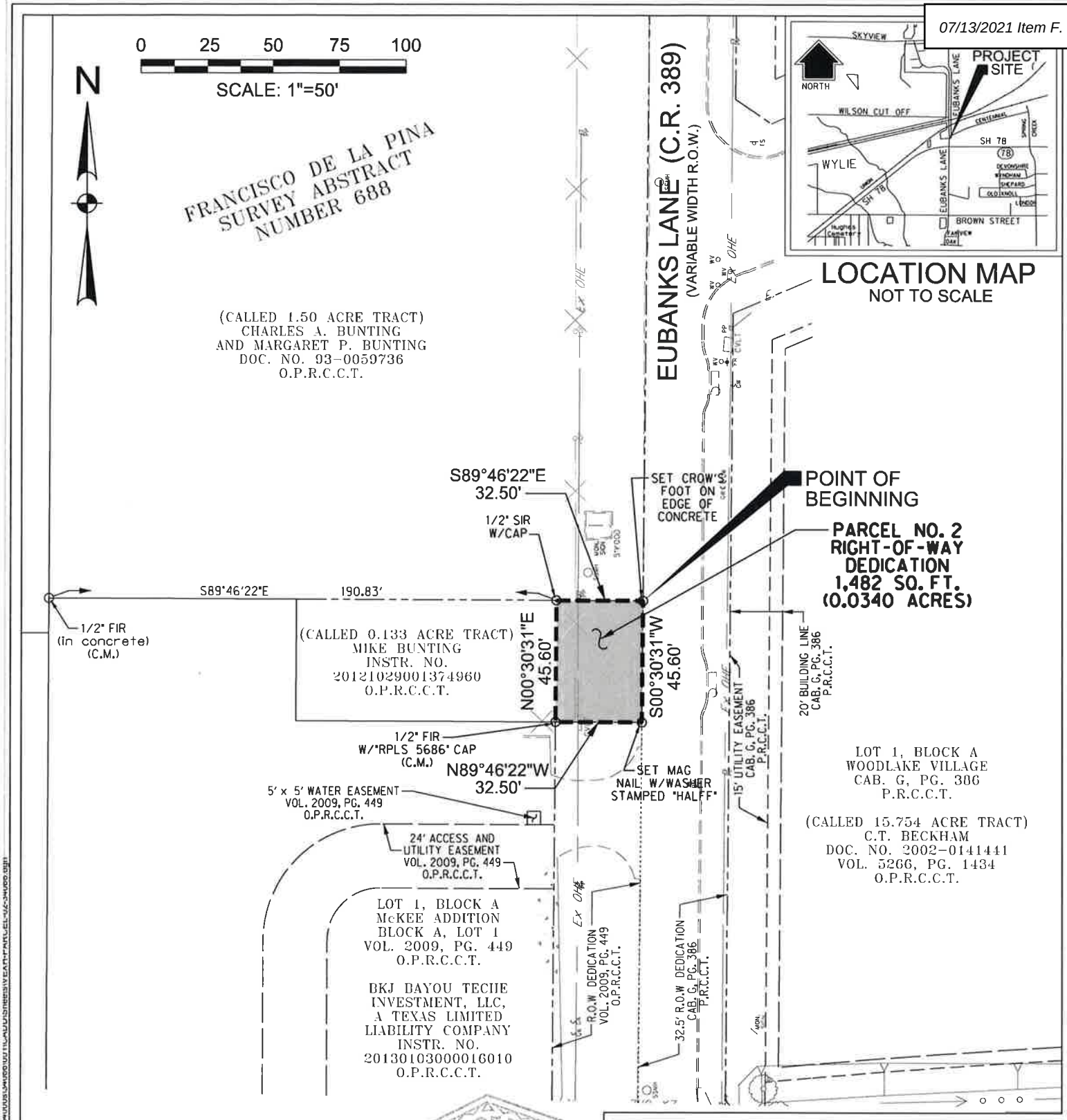
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600





NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer
Feb. 16, 2021

EXHIBIT A
PARCEL NO. 2 RIGHT-OF-WAY DEDICATION
1,482 SQ. FT. OR (0.0340 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 3
RIGHT OF WAY DEDICATION
11,323 SQ. FT. (0.2599 ACRES)

BEING a 11,323 square foot (0.2599 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 1.50 acre tract of land described in Warranty Deed to Charles A. Bunting and Margaret P. Bunting, as recorded in Instrument Number 93-0059736, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set crow's foot in concrete for the southeast corner of said 1.50 acre tract, a point in the center of Eubanks Lane (County Road 389, a variable width right-of-way), said point also being the northeast corner of a 0.133 acre tract of land described in Special Warranty Deed to Mike Bunting, as recorded in Instrument Number 20121029001374960 (O.P.R.C.C.T.), also being on the west line of a 32.5 foot wide right-of-way dedicated by the Plat of Woodlake Village, an Addition to the City of Wylie, Texas, as recorded in Cabinet G, Page 386, Map Records of Collin County, Texas;

THENCE North 89 degrees 46 minutes 22 seconds West, departing said center of Eubanks Lane and along the common south line of said 1.50 acre tract and north line of said 0.133 acre tract, a distance of 32.50 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 1.50 acre tract, a distance of 339.91 feet to a point (unable to set) on the common north line of said 1.50 acre tract and south line of a 100-foot wide Kansas City Southern Railroad Company right-of-way, described in Deed without Warranty, as recorded in Instrument Number 94-0096329, O.P.R.C.C.T., said point being on a non-tangent circular curve to the right having a radius of 5,679.58 feet and whose chord bears North 62 degrees 47 minutes 57 seconds East, a distance of 36.71 feet;

THENCE Northeasterly, along said common line and said curve, through a central angle of 00 degrees 22 minutes 13 seconds, for an arc distance of 36.71 feet to a set magnail with a washer stamped "HALFF" for the northeast corner of said 1.50 acre tract, being the northwest corner of said 32.5 foot wide right-of-way dedicated by the Woodlake Village addition, and in the center of Eubanks Lane;

THENCE South 00 degrees 30 minutes 31 seconds West, departing said south line and along the common east line of said 1.50 acre tract and west line of said 32.5 foot wide right-of-way dedication, a distance of 356.82 feet to the POINT OF BEGINNING AND CONTAINING 11,323 square feet or 0.2599 acres of land, more or less.

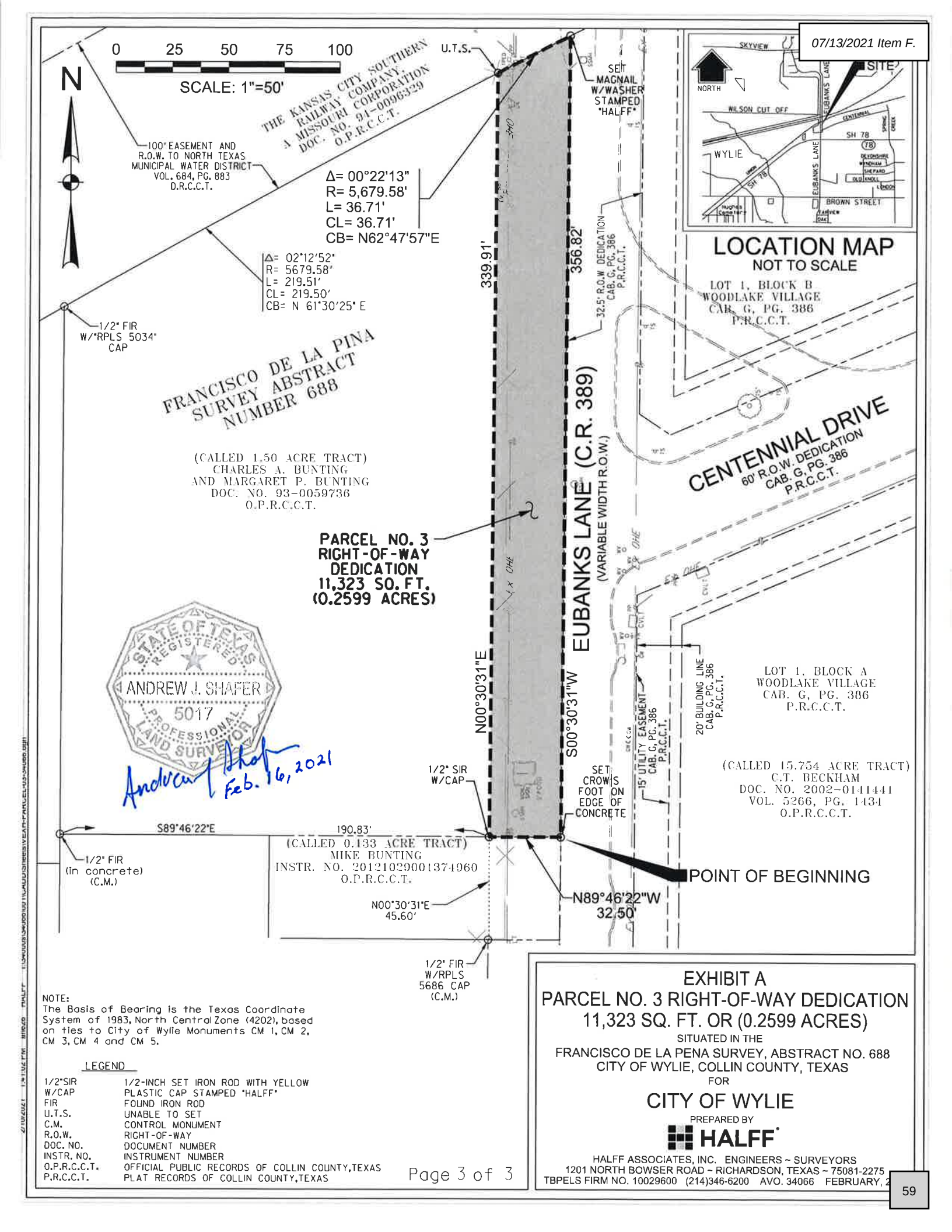
EXHIBIT A
PARCEL NO. 3
RIGHT OF WAY DEDICATION
11,323 SQ. FT. (0.2599 ACRES)

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600



NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR	1/2-INCH SET IRON ROD WITH YELLOW
W/CAP	PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

EXHIBIT A
PARCEL NO. 3 RIGHT-OF-WAY DEDICATION
11,323 SQ. FT. OR (0.2599 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR

CITY OF WYLIE

PREPARED BY
HALFF
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 4
RIGHT OF WAY DEDICATION
2,454 SQ. FT. (0.0563 ACRES)

BEING a 2,454 square foot (0.0563 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that tract of land described in Special Warranty Deed to North Texas Municipal Water District, as recorded in Instrument Number 20121121001491090 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being a part of Lot 1, Block B of Woodlake Village, an Addition to the City of Wylie, Texas, as recorded in Cabinet G, Page 386, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found 5/8-inch iron rod with a plastic cap stamped "Gorrondona Assoc." for the northwest end of a corner clip located at the intersection of the north line of Centennial Drive (60-foot wide right-of-way) with the east line of Eubanks Lane (County Road 389, a 32.5 foot wide right-of-way dedicated by said Woodlake Village addition);

THENCE North 00 degrees 30 minutes 31 seconds East, with said east line of Eubanks Lane, a distance of 41.16 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped HALFF (hereinafter referred to as "with HALFF cap") for corner;

THENCE South 44 degrees 32 minutes 20 seconds East, departing said east line and over and across said Lot 1, a distance of 21.20 feet to a set 1/2-inch iron rod with HALFF cap at the beginning of a non-tangent circular curve to the left having a radius of 410.00 feet and whose chord bears North 78 degrees 30 minutes 35 seconds East, a distance of 161.64 feet;

THENCE Easterly, continuing across said Lot 1, through a central angle of 22 degrees 44 minutes 13 seconds, for an arc distance of 162.70 feet to a set 1/2-inch iron rod with HALFF cap on said north line of Centennial Drive;

THENCE South 67 degrees 08 minutes 29 seconds West, along said north line, a distance of 173.58 feet to a found 5/8-inch iron rod with "Gorrondona" cap at the southeast end of the aforementioned corner clip;

THENCE North 56 degrees 09 minutes 25 seconds West, along said corner clip, a distance of 16.48 feet to the POINT OF BEGINNING AND CONTAINING 2,454 square feet or 0.0563 acres of land, more or less.

EXHIBIT A
PARCEL NO. 4
RIGHT OF WAY DEDICATION
2,454 SQ. FT. (0.0563 ACRES)

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017 TBPELS Firm No. 10029600

LOCATION MAP
NOT TO SCALE

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, A MISSOURI CORPORATION DOC. NO. 91-0096329 O.P.R.C.C.T.

FRANCISCO DE LA PINA SURVEY ABSTRACT NUMBER 688

LOT 1, BLOCK B
WOODLAKE VILLAGE
CAB. G, PG. 386
P.R.C.C.T.

NORTH TEXAS MUNICIPAL WATER DISTRICT
INSTR. NO. 20121121001491090
O.P.R.C.C.T.

5/8" FIR W/"GORRONDONA ASSOC." CAP (C.M.)

143.92'

15' UTILITY EASEMENT CAB. G, PG. 386 P.R.C.C.T.

32.5' R.O.W DEDICATION CAB. G, PG. 386 P.R.C.C.T.

PARCEL NO. 4
RIGHT-OF-WAY
DEDICATION
2,454 SQ. FT.
(0.0563 ACRES)

Δ= 22°44'13"
R= 410.00'
L= 162.70'
CL= 161.64'
CB= N 78°30'35" E

20' BUILDING LINE CAB. G, PG. 386 P.R.C.C.T.

560.23'

5/8" FIR W/"GORRONDONA ASSOC." CAP (C.M.)

S67°08'29"W

N00°30'31"E

S44°32'20"E 21.20'

1/2" SIR W/CAP

1/2" SIR W/CAP

173.58'

1/2" SIR W/CAP

N00°30'31"E 41.16'

5/8" FIR W/"GORRONDONA ASSOC." CAP (C.M.)

POINT OF BEGINNING

S67°08'29"W

CENTENNIAL DRIVE
60' R.O.W DEDICATION
CAB. G, PG. 386
P.R.C.C.T.

5/8" FIR W/"GORRONDONA ASSOC." CAP (C.M.)

N56°09'25"W 16.48'

15' UTILITY EASEMENT CAB. G, PG. 386 P.R.C.C.T.

EUBANKS LANE (C.R. 389)
(VARIABLE WIDTH R.O.W.)

20' BUILDING LINE CAB. G, PG. 386 P.R.C.C.T.

LOT 1, BLOCK A
WOODLAKE VILLAGE
CAB. G, PG. 386
P.R.C.C.T.

(CALLED 15.754 ACRE TRACT)
C.T. BECKHAM
DOC. NO. 2002-0141441
VOL. 05266, PG. 01434
O.P.R.C.C.T.

N

0 25 50 75 100

SCALE: 1"=50'

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer
Feb. 16, 2021

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

EXHIBIT A
PARCEL NO. 4 RIGHT-OF-WAY DEDICATION
2,454 SQ. FT. OR (0.0563 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 5
RIGHT OF WAY DEDICATION
7,313 SQ. FT. (0.1679 ACRES)

BEING a 7,313 square foot (0.1679 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that right-of-way described in Deed Without Warranty to The Kansas City Southern Railroad Company (KCS Railroad Company), as recorded in Instrument Number 94-0096329 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with plastic cap stamped "RPLS 5034" on the south line of said KCS Railroad Company tract, said point being the northwest corner of a 1.50 acre tract of land described in Warranty Deed to Charles A. Bunting and Margaret P. Bunting, as recorded in Instrument Number 93-0059736, O.P.R.C.C.T., and being on a circular curve to the right having a radius of 5,679.58 feet and whose chord bears North 61 degrees 30 minutes 25 seconds East, a distance of 219.50 feet;

THENCE Northeasterly, along the common north line of said 1.50 acre tract and south line of said KCS Railroad Company tract, and along said curve, through a central angle of 02 degrees 12 minutes 52 seconds, for an arc distance of 219.51 feet to a point (unable to set) for the POINT OF BEGINNING of the herein described tract;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said KCS Railroad Company tract, a distance of 112.87 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" on the north line of said KCS Railroad Company tract, and being on the common south line of a 19.28 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 684, Page 384, O.P.R.C.C.T., and being on a non-tangent circular curve to the right having a radius of 5,779.58 feet and whose chord bears North 63 degrees 29 minutes 57 seconds East, a distance of 72.96 feet;

THENCE Northeasterly, along said common line and said curve, passing at an arc distance of 36.54 feet the southwest corner of a 32.5 foot right-of-way dedication for Eubanks Bank (County Road 389), as dedicated by the final plat of Woodlake Village Two, an addition to the City of Wylie, Collin County, Texas, as recorded in Cabinet I, Page 520, O.P.R.C.C.T., and continuing along the north line of said KCS Railroad Company tract and south line of said right-of-way dedication, in all through a central angle of 00 degrees 43 minutes 24 seconds, for a total arc distance of 72.96 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" at the southwest corner of Lot 1, Block B of said Woodlake Village Two addition, said point also being the northwest corner of a 11,492 square foot (22.33 foot wide strip of land) described in Quitclaim Deed to Texas National Guard Armory Board, as recorded in Instrument Number 92-0020694, O.P.R.C.C.T.;

EXHIBIT A
PARCEL NO. 5
RIGHT OF WAY DEDICATION
7,313 SQ. FT. (0.1679 ACRES)

THENCE South 00 degrees 30 minutes 31 seconds West, departing said common line and along the west line of said 22.33 foot wide strip, passing at 24.97 feet the southwest corner of said strip, and continuing, in all a total distance of 112.13 feet to a found 5/8-inch iron rod with plastic cap stamped "Gorrondona Assoc." on the south line of said KCS Railroad Company tract, and being the northwest corner of Lot 1, Block A of the Woodlake Village, an addition to the City of Wylie, Collin County, Texas, as recorded in Cabinet G, Page 386, O.P.R.C.C.T., also being the northwest corner a 32.5 foot right-of-way dedication for Eubanks Bank (County Road 389), as dedicated by the final plat of Woodlake Village addition, and being on a non-tangent circular curve to the left having a radius of 5,679.58 feet and whose chord bears South 62 degrees 59 minutes 02 seconds West, a distance of 73.30 feet;

THENCE Southwesterly, along the common south line of said KCS Railroad Company tract, and north line of said 32.5 foot right-of-way dedication, passing at an arc distance of 36.59 feet the northwest corner of said 32.5 foot right-of-way dedication, and continuing along the south line of said KCS Railroad Company tract, in all through a central angle of 00 degrees 44 minutes 22 seconds, for a total arc distance of 73.30 feet to the POINT OF BEGINNING AND CONTAINING 7,313 square feet or 0.1679 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600

LOCATION MAP
NOT TO SCALE

0 25 50 75 100
SCALE: 1"=50'

N

LOT 1, BLOCK "B"
WOODLAKE VILLAGE TWO
CAB. I, PG. 520
P.R.C.C.T.

(CALLED 10.318 ACRE TRACT)
TEXAS NATIONAL GUARD ARMORY BOARD
VOL. 3268, PG. 895
D.R.D.C.T.

(CALLED 19.28 ACRE TRACT)
NORTH TEXAS MUNICIPAL
WATER DISTRICT
VOL. 684, PG. 384
D.R.C.C.T.

32.5' R.O.W. DEDICATION
CAB. I, PG. 520
P.R.C.C.T.

(CALLED 11,492 SQUARE FEET TRACT)
TEXAS NATIONAL GUARD ARMORY BOARD
DOC. NO. 92-0020694
O.P.R.C.C.T.

1/2" SIR W/CAP

Δ= 00°43'24"
R= 5,779.58'
L= 72.96'
CL= 72.96'
CB= N63°29'57"E

1/2" SIR W/CAP

Arc L= 36.54'

24.97'

112.13'

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, A MISSOURI CORPORATION
DOC. NO. 94-0096329
O.P.R.C.C.T.

PARCEL NO. 5
RIGHT-OF-WAY
DEDICATION
7,313 SQ. FT.
(0.1679 ACRES)

112.87'

N00°30'31"E

S00°30'31"W

FRANCISCO DE LA PINA
SURVEY ABSTRACT
NUMBER 688

5/8" FIR W/"GORRONDONA ASSOC." CAP (C.M.)

Arc L= 36.59'

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, A MISSOURI CORPORATION
DOC. NO. 94-0096329
O.P.R.C.C.T.

U.T.S.

Δ= 02°12'52"
R= 5,679.58'
L= 219.51'
CL= 219.50'
CB= N61°30'25"E

Δ= 00°44'22"
R= 5,679.58'
L= 73.30'
CL= 73.30'
CB= S62°59'02"W

LOT 1, BLOCK B
WOODLAKE VILLAGE
CAB. G, PG. 386
P.R.C.C.T.

NORTH TEXAS MUNICIPAL
WATER DISTRICT
INSTR. NO. 20121121001491090
O.P.R.C.C.T.

POINT OF BEGINNING

POINT OF COMMENCING

1/2" FIR W/"RPLS 5034" CAP

32.5' R.O.W. DEDICATION
CAB. G, PG. 386
P.R.C.C.T.

185.08'

15' UTILITY EASEMENT
CAB. G, PG. 386
P.R.C.C.T.

20' BUILDING LINE
CAB. G, PG. 386
P.R.C.C.T.

EUBANKS LANE (C.R. 389)
(VARIABLE WIDTH R.O.W.)

S00°30'31"W

CENTENNIAL DRIVE
60' R.O.W DEDICATION
CAB. G, PG. 386
P.R.C.C.T.

(CALLED 1.50 ACRE TRACT)
CHARLES A. BUNTING
AND MARGARET P. BUNTING
DOC. NO. 93-0059736
O.P.R.C.C.T.

5/8" FIR W/GORRONDONA ASSOC. CAP (C.M.)

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

Page 3 of 3

EXHIBIT A
PARCEL NO. 5 RIGHT-OF-WAY DEDICATION
7,313 SQ. FT. OR (0.1679 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 6
RIGHT OF WAY DEDICATION
2,501 SQ. FT. (0.0574 ACRES)

BEING a 2,501 square foot (0.0574 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 19.28 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 684, Page 384 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as with "HALFF" cap) for the northeast corner of said 19.28 acre tract, on the west line of Eubanks Lane (County Road 389, a variable width right-of-way), and being on the south line of a tract of land described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (DART), as recorded in Volume 3424, Page 126, O.P.R.C.C.T.;

THENCE South 00 degrees 30 minutes 31 seconds West, departing said south line and with the east line of said 19.28 acre tract and said west line of Eubanks Lane, a distance of 140.43 feet to a set 1/2-inch iron rod with "HALFF" cap at the southeast corner of said 19.28 acre tract, said point being on the northeast line of a 100-foot wide Kansas City Southern Railroad Company (KCS Railroad Company) right-of-way, described in Deed without Warranty, as recorded in Instrument Number 94-0096329, O.P.R.C.C.T., and being on a non-tangent circular curve to the left having a radius of 5,779.58 feet and whose chord bears South 63 degrees 14 minutes 07 seconds West, a distance of 19.69 feet;

THENCE Southwesterly, departing said Eubanks Lane, and along the common south line of said 19.28 acre tract and north line of said KCS Railroad Company tract, and along said curve, through a central angle of 00 degrees 11 minutes 43 seconds, for an arc distance of 19.69 feet to a set 1/2-inch iron rod with "HALFF" cap for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 19.28 acre tract, a distance of 145.39 feet to a set 1/2-inch iron rod with "HALFF" cap on the common north line of said 19.28 acre tract and south line of said DART tract;

THENCE North 77 degrees 27 minutes 21 seconds East, along said common line, a distance of 17.97 feet to the POINT OF BEGINNING AND CONTAINING 2,501 square feet or 0.0574 acres of land, more or less.

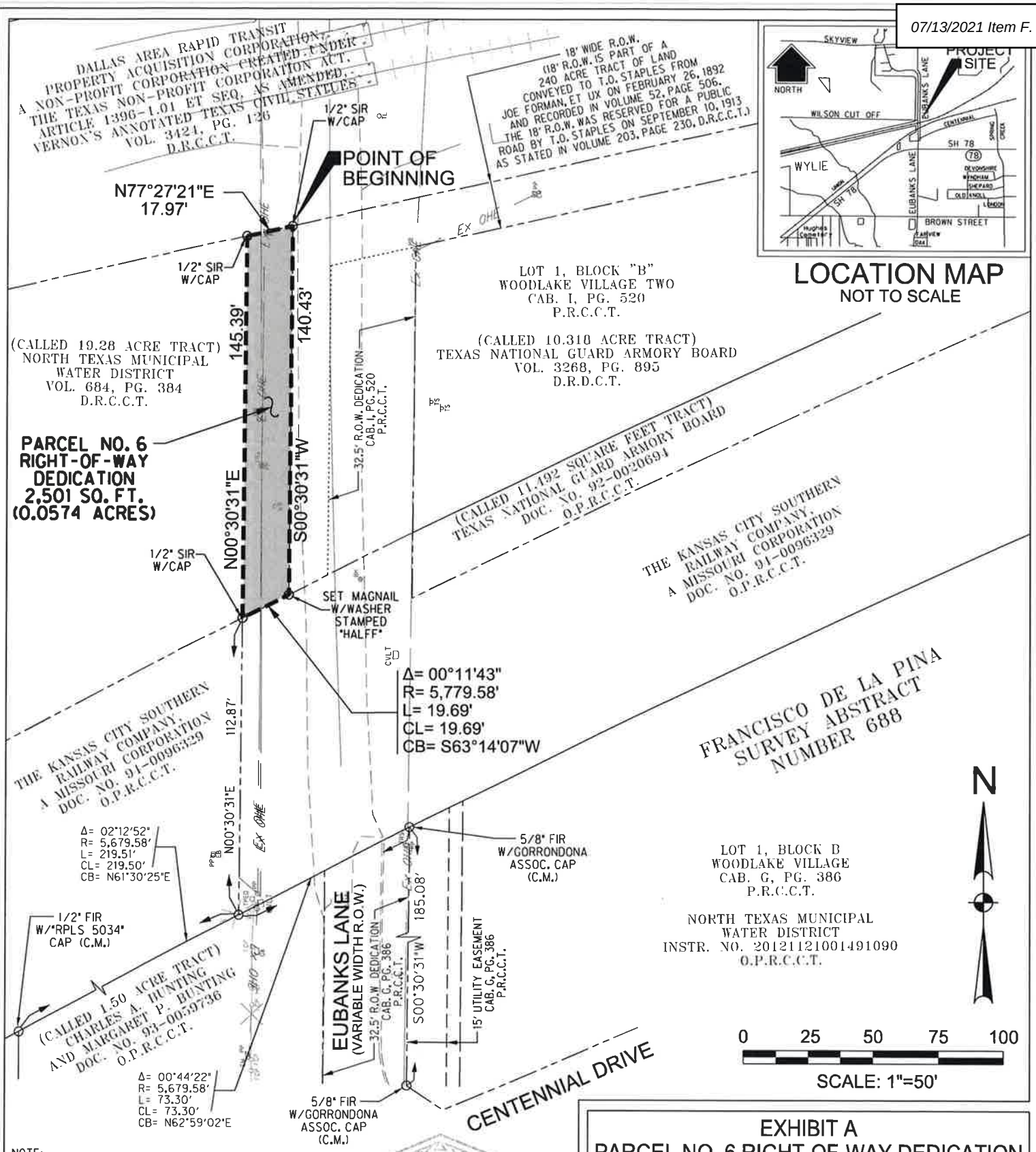
EXHIBIT A
PARCEL NO. 6
RIGHT OF WAY DEDICATION
2,501 SQ. FT. (0.0574 ACRES)

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600



LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer Feb. 16, 2021

EXHIBIT A
PARCEL NO. 6 RIGHT-OF-WAY DEDICATION
2,501 SQ. FT. OR (0.0574 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 7
RIGHT OF WAY DEDICATION
463 SQ. FT. (0.0106 ACRES)

BEING a 463 square foot (0.0106 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 11.587 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 3713, Page 417 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point (unable to set) for the northeast corner of said 11.587 acre tract, said point being in the center of Eubanks Lane (County Road 389, a variable width right-of-way) and on the south line of County Road 383;

THENCE South 01 degree 31 minutes 13 seconds West, with the east line of said 11.587 acre tract and the center of Eubanks Lane, a distance of 13.50 feet to a point (unable to set) for the southeast corner of said 11.587 acre tract, said point being on the north line of a tract of land described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (DART), as recorded in Volume 3424, Page 126, O.P.R.C.C.T.;

THENCE South 77 degrees 27 minutes 21 seconds West, departing said center of Eubanks Lane and along the common south line of said 11.587 acre tract and north line of said DART tract, a distance of 27.90 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 11.587 acre tract, a distance of 20.45 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" on the common north line of said 11.587 acre tract and south line of said County Road 383;

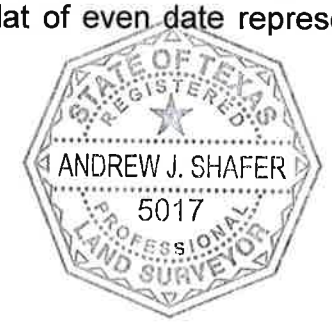
THENCE South 88 degrees 07 minutes 27 seconds East, along said common line, a distance of 27.42 feet to the POINT OF BEGINNING AND CONTAINING 463 square feet or 0.0106 acres of land, more or less.

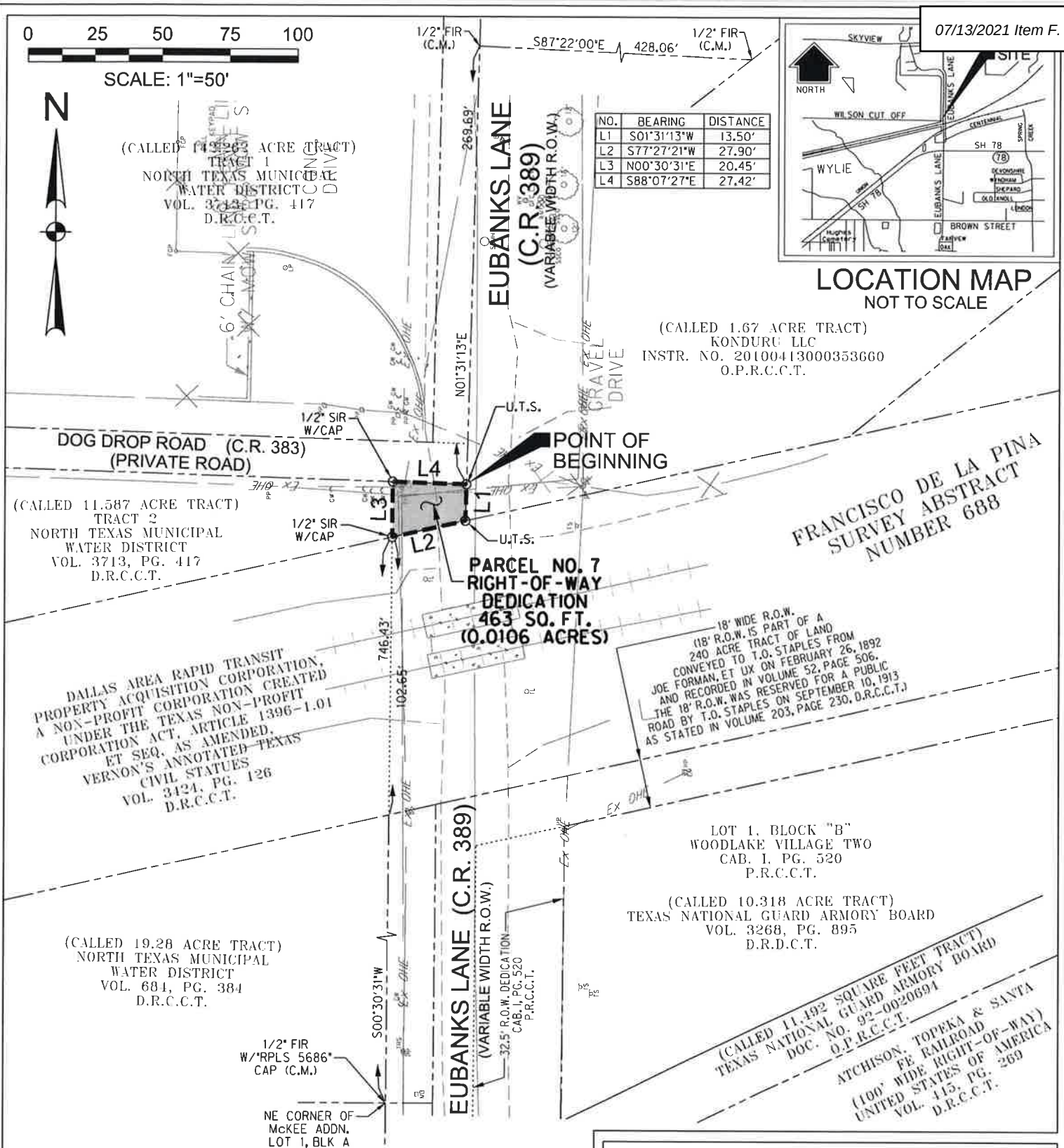
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb.16,2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600





NO.	BEARING	DISTANCE
L1	S01°31'13"W	13.50'
L2	S77°27'21"W	27.90'
L3	N00°30'31"E	20.45'
L4	S88°07'27"E	27.42'

LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Feb. 16, 2021

EXHIBIT A
PARCEL NO. 7 RIGHT-OF-WAY DEDICATION
463 SQ. FT. OR (0.0106 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR
CITY OF WYLIE

PREPARED BY
HALFF

HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2

EXHIBIT A
PARCEL NO. 8
RIGHT OF WAY DEDICATION
7,118 SQ. FT. (0.1634 ACRES)

BEING a 7,118 square foot (0.1634 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 142.262 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 3713, Page 417 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a set magnail with a washer stamped "HALFF" for the southeast corner of said 142.262 acre tract, being at the intersection of the west line of Eubanks Lane (County Road 389, a variable width right-of-way) with the called centerline of Country Road 383 (variable width right-of-way);

THENCE North 88 degrees 07 minutes 30 seconds West, departing said west line of Eubanks Lane and along the common south line of said 142.262 acre tract and said center of County Road 383, a distance of 14.80 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as with "HALFF" cap) for corner;

THENCE North 00 degrees 30 minutes 31 seconds East, departing said common line and over and across said 142.262 acre tract, a distance of 184.13 feet to a set 1/2-inch iron rod with "HALFF" cap for corner;

THENCE North 01 degree 00 minutes 31 seconds East, continuing across said 142.262 acre tract, a distance of 221.37 feet to a set 1/2-inch iron rod with "HALFF" cap for corner, said point being the beginning of a non-tangent circular curve to the right having a radius of 1,082.50 feet and whose chord bears North 01 degree 00 minutes 04 seconds East, a distance of 14.01 feet;

THENCE Northerly, continuing across said 142.262 acre tract and along said curve, through a central angle of 00 degrees 44 minutes 30 seconds, for an arc distance of 14.01 feet to a set 1/2-inch iron rod with "HALFF" cap for corner, said point being on the westerly extension of the south line of a 0.1164 acre right-of-way dedication described in right-of-way deed to County of Collin, as recorded in Volume 3227, Page 437, O.P.R.C.C.T.;

THENCE South 88 degrees 39 minutes 23 seconds East, passing at a calculated distance of 2.50 feet the southwest corner of said 0.1164 acre tract, and continuing along the south line of said 0.1164 acre tract, in all a total distance of 18.23 feet to a set 1/2-inch iron rod with "HALFF" cap for corner on the east line of said 142.262 acre tract;

EXHIBIT A
PARCEL NO. 8
RIGHT OF WAY DEDICATION
7,118 SQ. FT. (0.1634 ACRES)

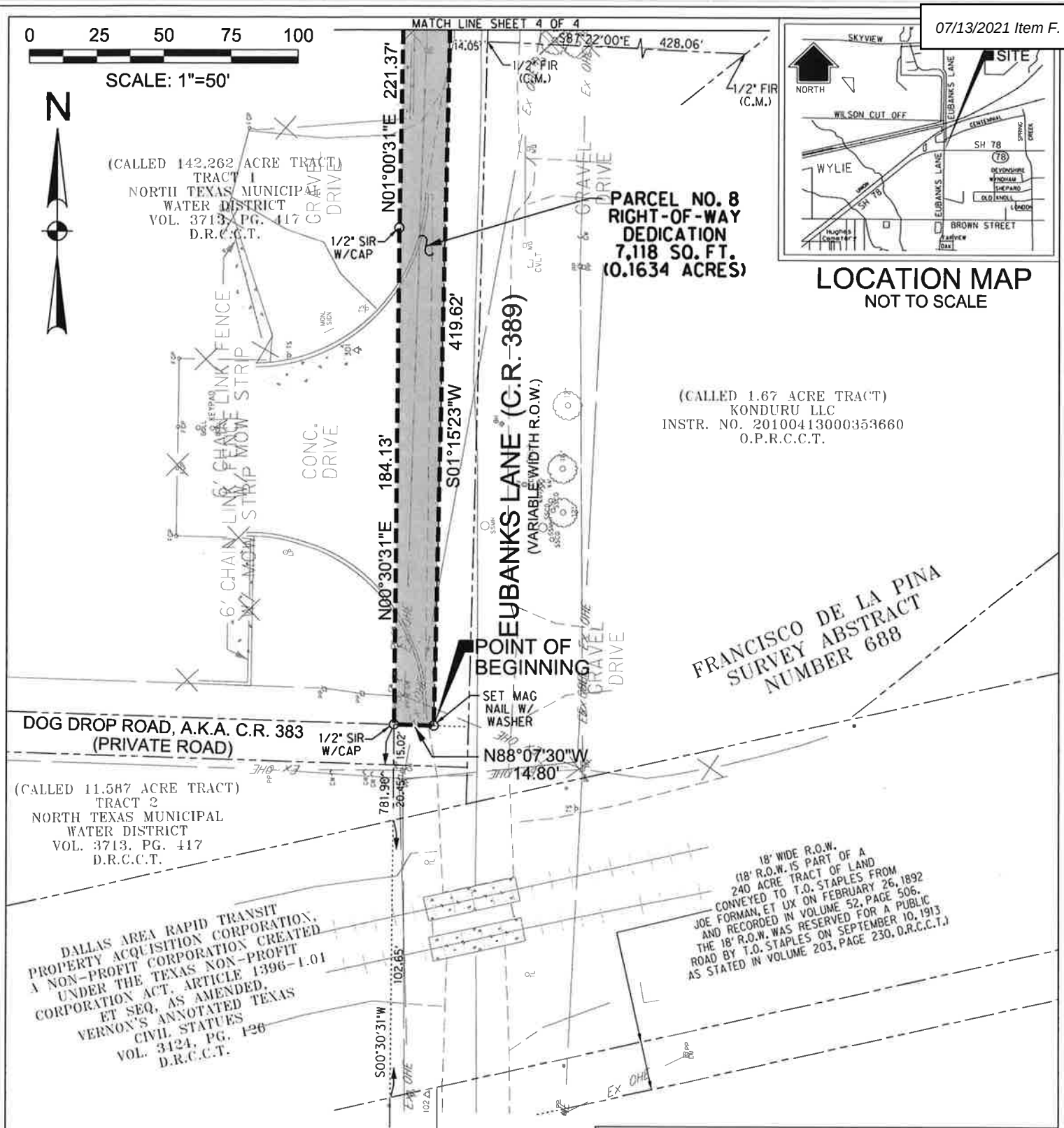
THENCE South 01 degree 15 minutes 23 seconds West, departing said south line and with the east line of said 142.262 acre tract and said called west line of Eubanks Lane, a distance of 419.62 feet to the POINT OF BEGINNING AND CONTAINING 7,118 square feet or 0.1634 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600



LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
DOC. NO.	DOCUMENT NUMBER
INSTR. NO.	INSTRUMENT NUMBER
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS

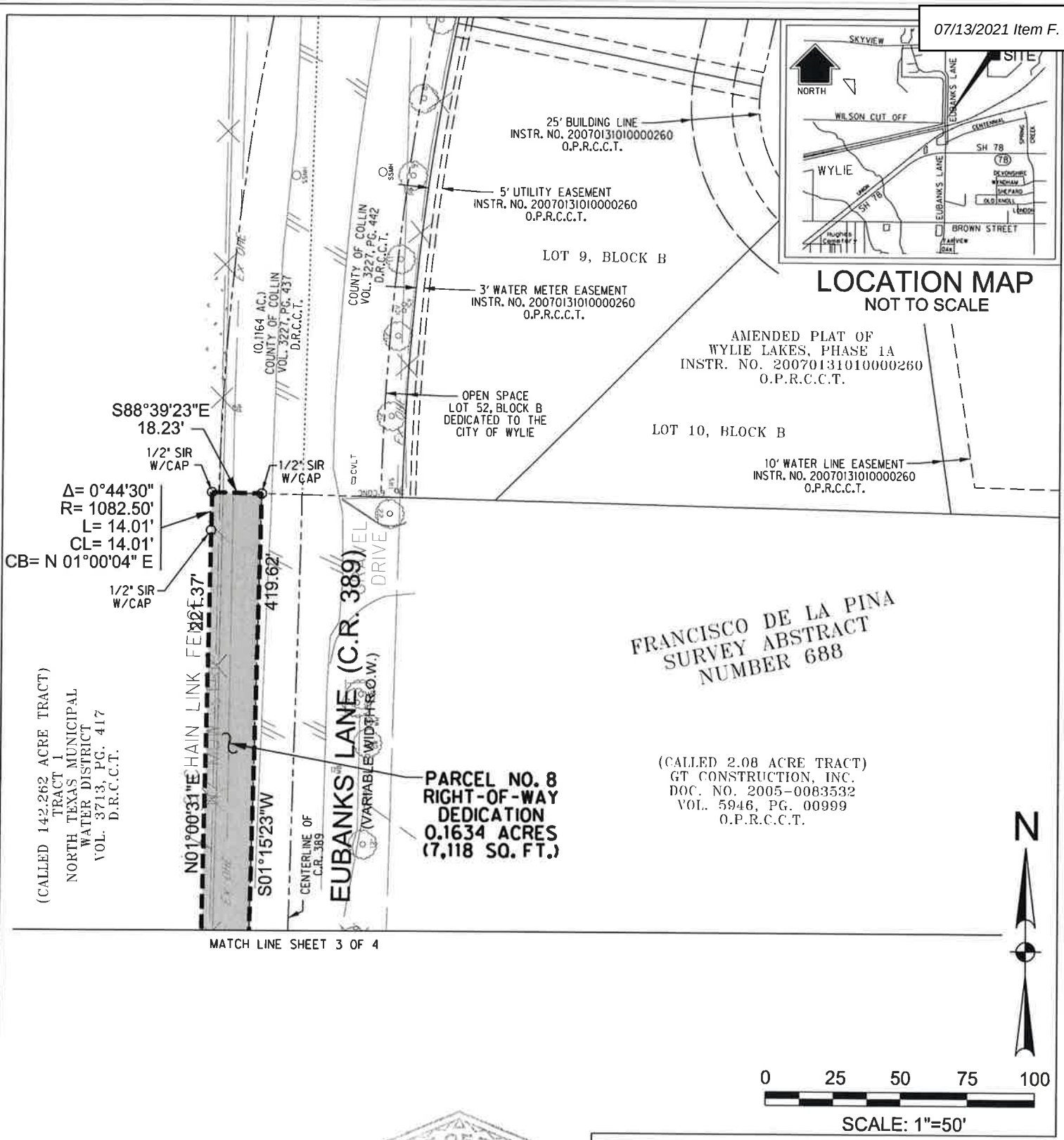
EXHIBIT A
PARCEL NO. 8 RIGHT-OF-WAY DEDICATION
7,118 SQ. FT. OR (0.1634 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
FOR

CITY OF WYLIE

PREPARED BY

HALFF
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 2



LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
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STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer
Feb. 16, 2021

EXHIBIT A
PARCEL NO. 8 RIGHT-OF-WAY DEDICATION
7,118 SQ. FT. OR (0.1634 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
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EXHIBIT A
PARCEL NO. 9
RIGHT OF WAY DEDICATION
9,837 SQ. FT. (0.2258 ACRES)

BEING a 9,837 square foot (0.2258 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 1.67 acre tract of land described in Quitclaim Deed to Konduru LLC, as recorded in Instrument Number 20100413000353660 of the Official Public Records of 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 at the northeast corner of said 1.67 acre tract, being the common southeast corner of a 2.08 acre tract of land described in Warranty Deed to GT Construction, Inc., as recorded in Volume 5946, Page 999, O.P.R.C.C.T., also being on the west line of a 22.123 acre tract described in Warranty Deed to The Kansas City Southern Railway Company, as recorded in Volume 4421, Page 1929, O.P.R.C.C.T.;

THENCE North 87 degrees 22 minutes 00 seconds West, departing said west line and along the common south line of said 2.08 acre tract and north line of said 1.67 acre tract, a distance of 394.61 feet to a point within a tree for the POINT OF BEGINNING of the herein described tract;

THENCE South 01 degree 00 minutes 31 seconds West, departing said common line and over and across said 1.67 acre tract, a distance of 68.89 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" at an angle point in said line;

THENCE South 00 degrees 30 minutes 31 seconds West, continuing across said 1.67 acre tract, a distance of 204.25 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" on the common south line of said 1.67 acre tract and north line of a tract of land described in deed to Dallas Area Rapid Transit Property Acquisition Corporation (DART), as recorded in Volume 3424, Page 126, O.P.R.C.C.T.;

THENCE South 77 degrees 27 minutes 21 seconds West, along said common line, a distance of 38.83 feet to a point (unable to set) at the southwest corner of said 1.67 acre tract, said point being in the center of Eubanks Lane (County Road 389, a variable width right-of-way), and being the common southeast corner of a called 11.587 acre tract of land described in Warranty Deed to North Texas Municipal Water District, as recorded in Volume 3713, Page 417, O.P.R.C.C.T.;

THENCE North 01 degree 31 minutes 13 seconds East, departing said common line, and along said center of Eubanks Lane, and the common west line of said 1.67 acre tract and east line of said 11.587 acre tract, passing at a calculated distance of 13.50 feet the northeast corner of said 11587 acre tract, and continuing along said center of Eubanks Lane and west line of said 1.67 acre tract, in all a total distance of 283.19 feet to a found 1/2-inch iron rod at the northwest corner of said 1.67 acre tract, and being the common southwest corner of said 2.08 acre GT Construction, Inc. tract;

EXHIBIT A
PARCEL NO. 9
RIGHT OF WAY DEDICATION
9,837 SQ. FT. (0.2258 ACRES)

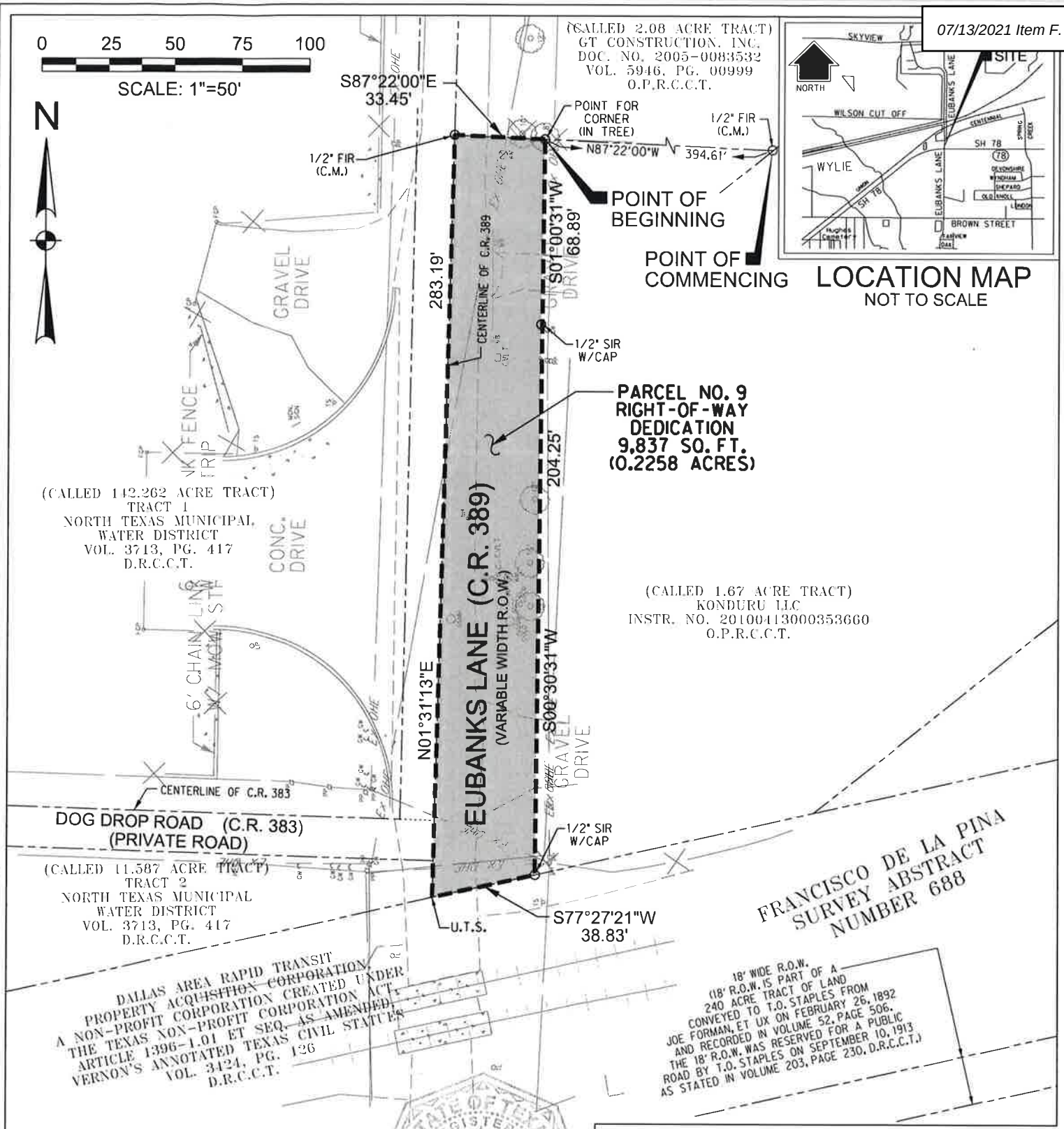
THENCE South 87 degrees 22 minutes 00 seconds East, along the aforementioned common south line of said line 2.08 acre tract and north line of said 1.67 acre tract, a distance of 33.45 feet to the POINT OF BEGINNING AND CONTAINING 9,837 square feet or 0.2258 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
Registered Professional Land Surveyor
Texas No. 5017
TBPELS Firm No. 10029600



LOCATION MAP
NOT TO SCALE

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
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DOC. NO.	DOCUMENT NUMBER
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EXHIBIT A
PARCEL NO. 9 RIGHT-OF-WAY DEDICATION
9,837 SQ. FT. OR (0.2258 ACRES)

SITUATED IN THE
FRANCISCO DE LA PENA SURVEY, ABSTRACT NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS
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HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
TBPELS FIRM NO. 10029600 (214)346-6200 AVO. 34066 FEBRUARY, 20

EXHIBIT A
PARCEL NO. 10
RIGHT OF WAY DEDICATION
5,410 SQ. FT. (0.1242 ACRES)

BEING a 5,410 square foot (0.1242 acre) tract of land situated in the Francisco De La Pina Survey, Abstract No. 688, City of Wylie, Collin County, Texas, and being part of that 2.08 acre tract of land described in Warranty Deed to GT Construction, Inc., as recorded in Volume 5946, Page 999, of the Official Public Records of 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 at the southeast corner of said 2.08 acre tract, being the common northeast corner of a 1.67 acre tract of land described in Quitclaim Deed to Konduru LLC, as recorded in Instrument Number 20100413000353660, O.P.R.C.C.T., also being on the west line of a 22.123 acre tract described in Warranty Deed to The Kansas City Southern Railway Company, as recorded in Volume 4421, Page 1929, O.P.R.C.C.T.;

THENCE North 87 degrees 22 minutes 00 seconds West, departing said west line and along the common south line of said 2.08 acre tract and north line of said 1.67 acre tract, a distance of 394.61 feet to a point within a tree for the POINT OF BEGINNING of the herein described tract;

THENCE North 87 degrees 22 minutes 00 seconds West, continuing along said common line, a distance of 33.45 feet to a found 1/2-inch iron rod for the southwest corner of said 2.08 acre tract in the center of Eubanks Lane (County Road 389, a variable width right-of-way), and being the common northwest corner of said 1.67 acre tract;

THENCE North 01 degree 31 minutes 13 seconds East, departing said common line, and along said center of Eubanks Lane, and the west line of said 2.08 acre tract a distance of 165.06 feet to a point (unable to set) at the northwest corner of said 2.08 acre tract, and being on the south line of a 1.7031 acre right-of-way dedication described in right-of-way deed to County of Collin, as recorded in Volume 3227, Page 442, O.P.R.C.C.T.;

THENCE South 88 degrees 39 minutes 23 seconds East, along the common south line of said 1.7031 acre tract and north line of said 2.08 acre tract, passing at a calculated distance of 29.46 feet the southeast corner of said 1.7031 acre tract, same being the southwest corner of the Amended Plat of Wylie Lakes, Phase 1A, an addition to the City of Wylie, as recorded in Instrument Number 20070131010000260, O.P.R.C.C.T.; and continuing along the common north line of said 2.08 acre tract and south line of Block B of said Wylie Lakes, Phase 1A, in all a total distance of 31.96 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" for corner, said point being the beginning of a non-tangent circular curve to the left having a radius of 1,017.50 feet and whose chord bears South 00 degrees 59 minutes 46 seconds West, a distance of 13.41 feet;

EXHIBIT A
PARCEL NO. 10
RIGHT OF WAY DEDICATION
5,410 SQ. FT. (0.1242 ACRES)

THENCE Southerly, departing said common line and over and across said 2.08 acre tract, and along said curve, through a central angle of 00 degrees 45 minutes 19 seconds, an arc distance of 13.41 feet to a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF" at the point of tangency;

THENCE South 01 degree 00 minutes 31 seconds West, continuing across said 2.08 acre tract, a distance of 152.41 feet to the POINT OF BEGINNING AND CONTAINING 5,410 square feet or 0.1242 acres of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

I, Andrew J. Shafer, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Andrew J. Shafer Feb. 16, 2021

Andrew J. Shafer
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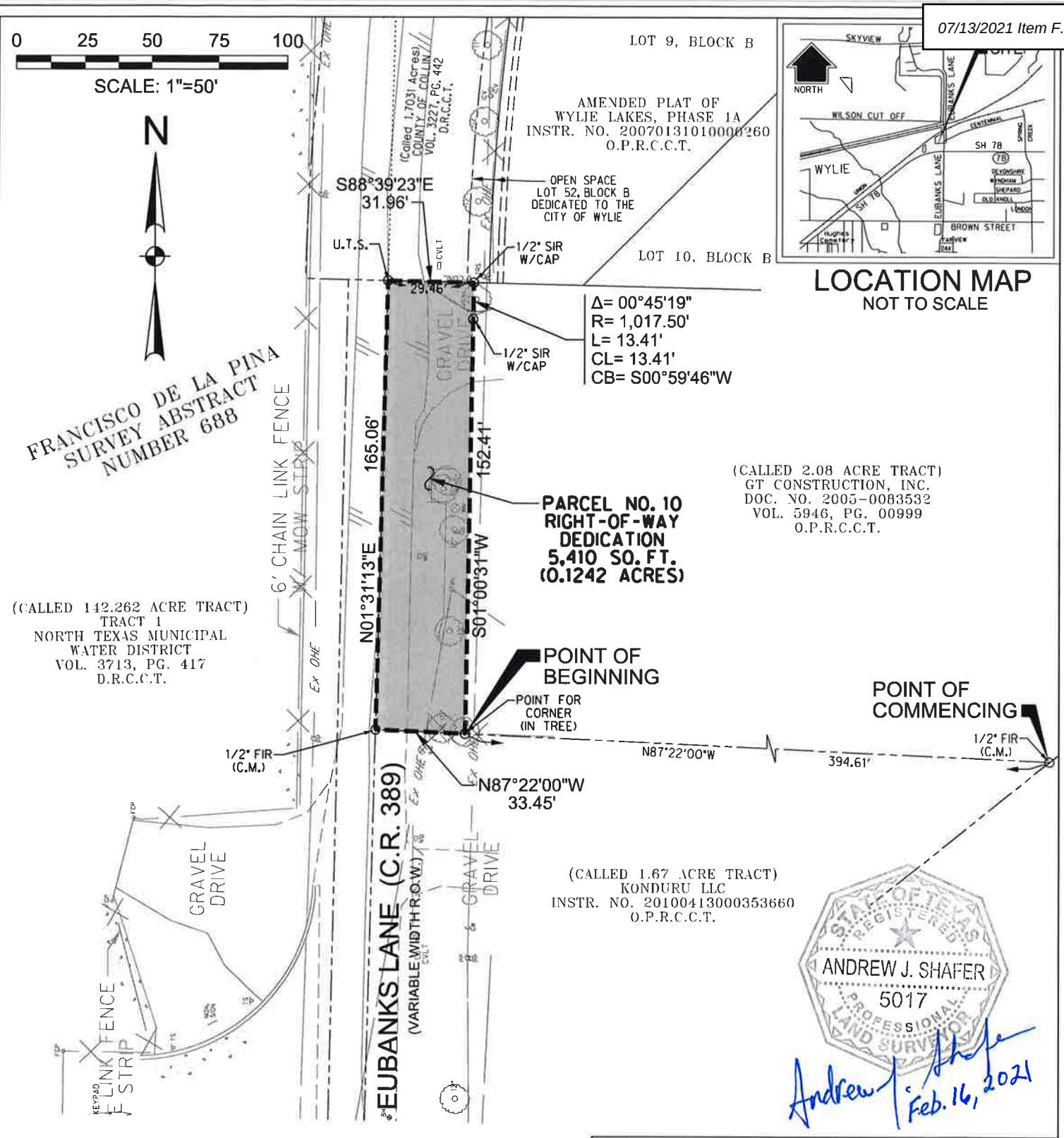

STATE OF TEXAS
REGISTERED
ANDREW J. SHAFER
5017
PROFESSIONAL
LAND SURVEYOR

Andrew J. Shafer Feb. 16, 2021

NOTE:
The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), based on ties to City of Wylie Monuments CM 1, CM 2, CM 3, CM 4 and CM 5.

LEGEND

1/2"SIR W/CAP	1/2-INCH SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF"
FIR	FOUND IRON ROD
U.T.S.	UNABLE TO SET
C.M.	CONTROL MONUMENT
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EXHIBIT A
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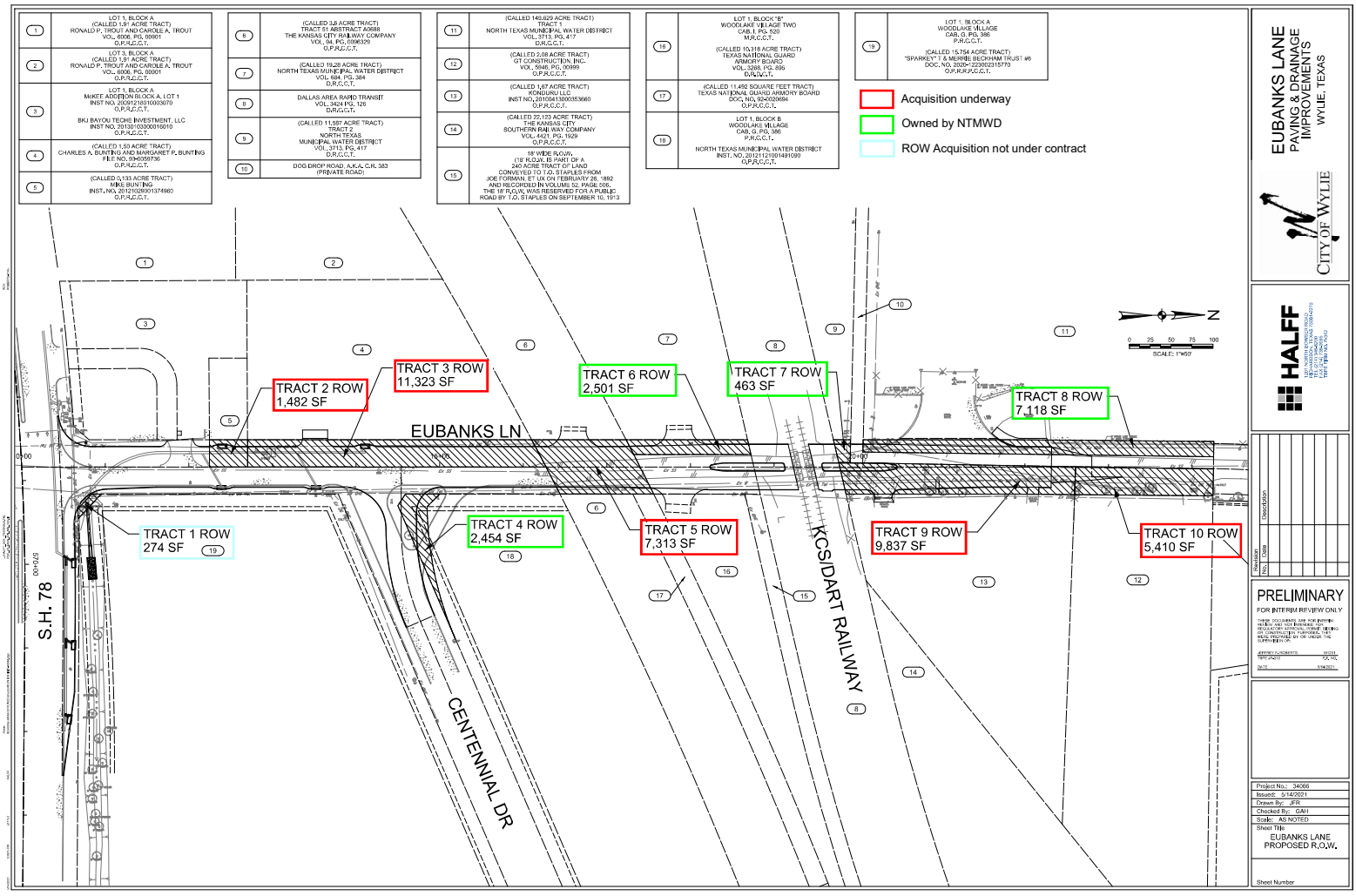

1 LOT 1, BLOCK A (CALLED 1.91 ACRE TRACT) RONALD P. TROUT AND CAROLE A. TROUT VOL. 6006, PG. 00901 O.P.R.C.C.T.
2 LOT 3, BLOCK A (CALLED 1.91 ACRE TRACT) RONALD P. TROUT AND CAROLE A. TROUT VOL. 6006, PG. 00901 O.P.R.C.C.T.
3 LOT 1, BLOCK A McKEE ADDITION BLOCK A, LOT 1 INST NO. 20091210100003070 O.P.R.C.C.T. BKJ BAYOU TECHE INVESTMENT, LLC INST NO. 20130103000016010 O.P.R.C.C.T.
4 (CALLED 1.50 ACRE TRACT) CHARLES A. BUNTING AND MARGARET P. BUNTING FILE NO. 95-0059736 O.P.R.C.C.T.
5 (CALLED 0.133 ACRE TRACT) MIKE BUNTING INST. NO. 20121029001374980 O.P.R.C.C.T.
6 (CALLED 3.8 ACRE TRACT) TRACT 51 ABSTRACT A0688 THE KANSAS CITY RAILWAY COMPANY VOL. 94, PG. 0096329 O.P.R.C.C.T.
7 (CALLED 19.28 ACRE TRACT) NORTH TEXAS MUNICIPAL WATER DISTRICT VOL. 684, PG. 384 D.R.C.C.T.
8 DALLAS AREA RAPID TRANSIT VOL. 3424 PG. 126 D.R.C.C.T.
9 (CALLED 11.597 ACRE TRACT) TRACT 2 NORTH TEXAS MUNICIPAL WATER DISTRICT VOL. 3713, PG. 417 D.R.C.C.T.
10 DOG DROP ROAD, A.K.A. C.R. 383 (PRIVATE ROAD)
11 (CALLED 140.629 ACRE TRACT) TRACT 1 NORTH TEXAS MUNICIPAL WATER DISTRICT VOL. 3713, PG. 417 D.R.C.C.T.
12 (CALLED 2.08 ACRE TRACT) GT CONSTRUCTION, INC. VOL. 5946, PG. 00999 O.P.R.C.C.T.
13 (CALLED 1.67 ACRE TRACT) KONDURU LLC INST NO. 20100413000353660 O.P.R.C.C.T.
14 (CALLED 22.123 ACRE TRACT) THE KANSAS CITY SOUTHERN RAILWAY COMPANY VOL. 4421, PG. 1929 O.P.R.C.C.T.
15 18' WIDE R.O.W. (18' R.O.W. IS PART OF A 240 ACRE TRACT OF LAND CONVEYED TO T.D. STAPLES FROM JOE FORMAN, ET UX ON FEBRUARY 26, 1892 AND RECORDED IN VOLUME 52, PAGE 506, THE 18' R.O.W. WAS RESERVED FOR A PUBLIC ROAD BY T.D. STAPLES ON SEPTEMBER 16, 1913
16 LOT 1, BLOCK "B" WOODLAKE VILLAGE TWO CAB. I, PG. 520 M.R.C.C.T. (CALLED 15.318 ACRE TRACT) TEXAS NATIONAL GUARD ARMORY BOARD VOL. 3268, PG. 695 D.R.C.C.T.
17 (CALLED 11.492 SQUARE FEET TRACT) TEXAS NATIONAL GUARD ARMORY BOARD DOC. NO. 92-0029984 O.P.R.C.C.T.
18 LOT 1, BLOCK B WOODLAKE VILLAGE CAB. G, PG. 386 P.R.C.C.T. NORTH TEXAS MUNICIPAL WATER DISTRICT INST. NO. 20121212001491090 O.P.R.C.C.T.
19 LOT 1, BLOCK A WOODLAKE VILLAGE CAB. G, PG. 386 P.R.C.C.T. (CALLED 15.754 ACRE TRACT) "SPARKEY" T & MERRIE BECKHAM TRUST #5 DOC. NO. 2020-123002315770 O.P.R.P.C.C.T.
Acquisition underway
Owned by NTMWD
ROW Acquisition not under contract
TRACT 1 ROW 274 SF
TRACT 2 ROW 1,482 SF
TRACT 3 ROW 11,323 SF
TRACT 4 ROW 2,454 SF
TRACT 5 ROW 7,313 SF
TRACT 6 ROW 2,501 SF
TRACT 7 ROW 463 SF
TRACT 8 ROW 7,118 SF
TRACT 9 ROW 9,837 SF
TRACT 10 ROW 5,410 SF
EUBANKS LN
S.H. 78
CENTENNIAL DR
KCS/DART RAILWAY
SCALE: 1"=50'
EUBANKS LANE PAVING & DRAINAGE IMPROVEMENTS WYLIE, TEXAS
CITY OF WYLIE
HALFF
PRELIMINARY
FOR INTERIM REVIEW ONLY
Project No.: 34066
Issued: 5/14/2021
Drawn By: JFR
Checked By: GAH
Scale: AS NOTED
Sheet Title: EUBANKS LANE PROPOSED R.O.W.
Sheet Number

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor Special Use Permit (CC-SUP), to allow for a restaurant with drive-through on 1.022 acres, property located at 2817 FM 544. **(ZC 2021-18)**

Recommendation

Motion to approve Item as presented.

Discussion

OWNER: 2819 West FM 544 Ventures, LLC **ENGINEER: Tectonics Design Group**

The applicant is requesting a Special Use Permit (SUP) on 1.022 acres generally located on the northeast corner of Springwell Parkway and FM 544 to allow for a restaurant with drive-through service. The proposed use is for a Dutch Bros Coffee restaurant. The preliminary plat for the development was recommended for approval by P&Z on June 15, 2021 with Council consideration on July 13, 2021.

The Zoning Ordinance requires all restaurants with drive-throughs to obtain a Special Use Permit. As part of the Special Use Permit the applicant is also requesting for the Zoning Exhibits to function as the review and approvals of the site plan.

The proposed Zoning Exhibit provides 22 parking spaces with one ADA space. 13 spaces are a grasscrete surface due to the site exceeding the maximum allowed parking, which is defined as 25% or more over the required minimum.

The site provides two points of access from Springwell Parkway and FM 544. The landscaped area totals 30% and contains a 10’ landscape buffer, exceeding the required 20% for CC districts, and includes 5’ wide sidewalks along both street frontages.

The structure is proposed to have an exterior that consists of metal panels and split face CMU. Canopies are also provided at the pick-up windows for both driving and walk-up customers.

Notifications/Responses: 18 notifications were mailed; with one response received in favor and no response in opposition of the request.

P&Z Commission Discussion

The Commission voted 7-0 to recommend approval.

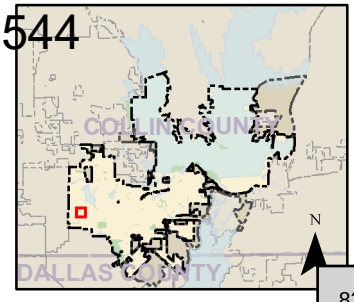
Locator Map

ZC 2021-18 Dutch Bros Coffee; 2817 & 2819 W FM 544

Subject Property

0 120 240 480 720 960 Feet

CITY OF WYLIE



Dutch Bros Coffee

EXHIBIT “B”

Conditions For Special Use Permit

I. PURPOSE:

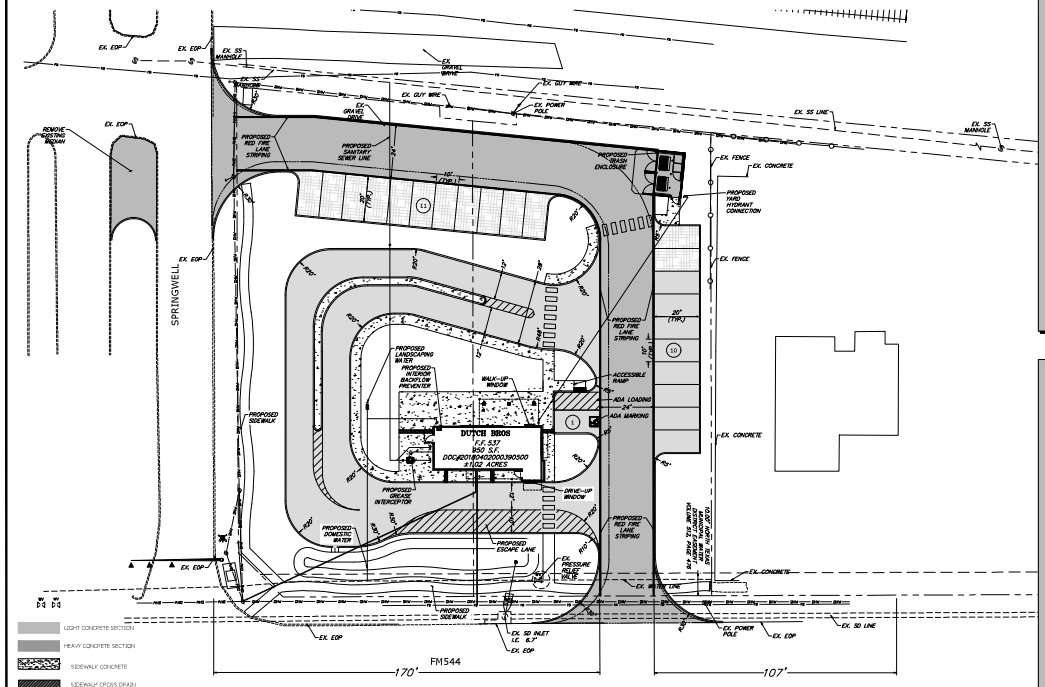
The purpose of this Special Use Permit is to allow for a restaurant with drive-in or drive-through service use as a Dutch Bros Coffee Shop.

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of April 2021), except as specifically provided herein.
2. The design and development of the Dutch Bros Coffee development shall take place in general accordance with the Zoning Exhibit (Exhibit C).

III. SPECIAL CONDITIONS:

1. The Zoning Exhibit (Exhibit C) shall serve as the Site Plan for the Dutch Bros Coffee Development. Approval of the SUP shall act as site plan approval.
2. This SUP shall be voided and the property reverted to the underlying Commercial Corridor zoning should the use cease and approval of a new site plan be required.



PRELIMINARY UTILITY & SITE PLAN

SCALE: 1" = 20'-0"

SCALE = 1" : 20'

LEGEND

SCALE: N.T.S.

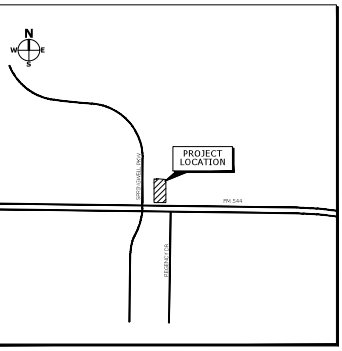
LIGHT CONCRETE SECTION
HEAVY CONCRETE SECTION
SIDEWALK CONCRETE
SIDEWALK CROSS DRAIN
PROPOSED TYPE I CURB AND GUTTER
EXISTING TYPE I CURB AND GUTTER
PROPOSED MEDIAN CURB
EXISTING MEDIAN CURB
(EX.) EXISTING
STORM DRAIN MANHOLE (DASHED IF EXISTING)
PROPERTY LINE
LIGHT STANDARD
HEADWALL
FLARED END SECTION
UTILITY POLE
STREET SIGN
PIPE BOLLARD
FENCE
WATER MAIN (DASHED IF EXISTING)
SANITARY SEWER LATERAL
CLEANOUT (DASHED IF EXISTING)
WATER VALVE
SANITARY SEWER MAIN (DASHED IF EXISTING)
SINGLE WATER SERVICE (METER & BACKFLOW PREVENTER)
SANITARY SEWER MANHOLE (DASHED IF EXISTING)

Texas 811

CONSTRUCTION SEQUENCE:

1. POST CONSTRUCTION SIGN AT THE LOCATION OF THE CONSTRUCTION ENTRANCE CONTAINING THE FOLLOWING TXR02 PERMIT NUMBER OR COPY OF NOI IF A PERMIT NUMBER HAS NOT YET BEEN ASSIGNED, NAME AND TELEPHONE NUMBER OF LOCAL CONTACT PERSON, BRIEF DESCRIPTION OF THE PROJECT
2. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE(S)
3. INSTALL PERIMETER CONTROLS, SUCH AS SILT DAM, AND ALL OTHER BEST MANAGEMENT PRACTICES (BMP'S) ON THE SITE
4. ESTABLISH AND DENOTE THE FOLLOWING ON THE SITE MAPS UPON INSTALLATION AND UPDATE LOCATIONS ON THE SITE MAP AS NECESSARY THROUGHOUT THE CONSTRUCTION PROCESS, BUILDING MATERIAL HANDLING AND STAGING AREA ; CONSTRUCTION TRAILER, CONSTRUCTION PARKING, SANITARY WASTE FACILITIES, SOLID WASTE CONTAINERS, WWES MAIN, CONCRETE WASHOUT AREA, MASONRY AREA, HAZARDOUS WASTE CONTAINERS, FUEL CONTAINERS, ETC.
5. STOP CONSTRUCTION ACTIVITIES AND REQUEST INSPECTION OF BEST MANAGEMENT PRACTICES (BMP'S) FROM PROJECT OWNER'S CONSULTANT PRIOR TO CONTINUANCE
6. CLEAR AND GRUB THE SITE
7. COMPLETE DEMOLITION AS REQUIRED
8. ROUGH GRADE THE SITE
9. APPLY TEMPORARY SEEDING TO ANY EXPOSED AREAS WHERE CONSTRUCTION ACTIVITY WILL TEMPORARILY CEASE FOR AT LEAST TWENTY-ONE (21) DAYS
10. BEGIN CONSTRUCTION OF BUILDING
11. CONSTRUCT UTILITIES
12. COMPLETE GRADING
13. INSTALL LANDSCAPING AND STABILIZE ALL AREAS OF SOIL EXPOSURE
14. REMOVE ALL TEMPORARY BMP'S UPON COMPLETION OF SITE STABILIZATION

VICINITY MAP



DESIGN TEAM

OWNER:
MAIN & MAIN
5750 Genesis Court, Suite 103
Frisco, Texas 75034
(214) 308-0008

Civil Engineer:
TECTONICS DESIGN GROUP
730 Sandhill Road, Suite 250
Reno, Nevada 89521
(775) 824-9988
Attn: Matt Rasmussen, P.E.

Surveyor:
MORRISON-SHIPLEY ENGINEERS, INC.
5750 GENESIS CT, STE 130
FRISCO, Texas 75034
(972) 472-2009

Landscape Architect:
Bella Firma
4245 North Central Expy
Suite 501
Dallas, Texas, 75205
(214) 865-7192
Attn: Kori Haug

SITE INFORMATION

SITE INFORMATION

LOT SIZE: 44,501 SF (1.02 AC)

FLOOD ZONE: X

BUILDING SETBACK:

FRONT: 25'
SIDE: 10'
REAR: 10'

BUILDING SIZE: 950 SF

LOT COVERAGE: 2.1%

SITE IMPERVIOUS PERCENTAGE:61.8%

PARKING SUMMARY:

PARKING ALLOWED:

RATIO REQUIRED:	=	1:150 SF
REQUIRED PARKING: (950/150)	=	7
MAXIMUM PARKING: (7*1.25)	=	9

SPACES PROVIDED:

13	NEAR IMPERVIOUS SURFACE
8	STANDARD STALL
1	ADA STALL
22	TOTAL

All drawings herein are the property of Tectonics Design Group and may not be reproduced or used in any capacity without the written authorization of Tectonics Design Group.

DRAWN: C.S.D.
DESIGNED: J.P.R.
CHECKED/STAMPED:

TECTONICS DESIGN GROUP
730 Sandhill Road, Suite 250, Reno, NV 89521
tel 775-824-9988
Fresno: 22306
www.tectonicsdesigngroup.com

Dutch Bros No.: TX 0101
Wylie, Texas
MAIN & MAIN
5750 Genesis Ct, Suite 103, Frisco, Texas 75034
tel 214-308-0008

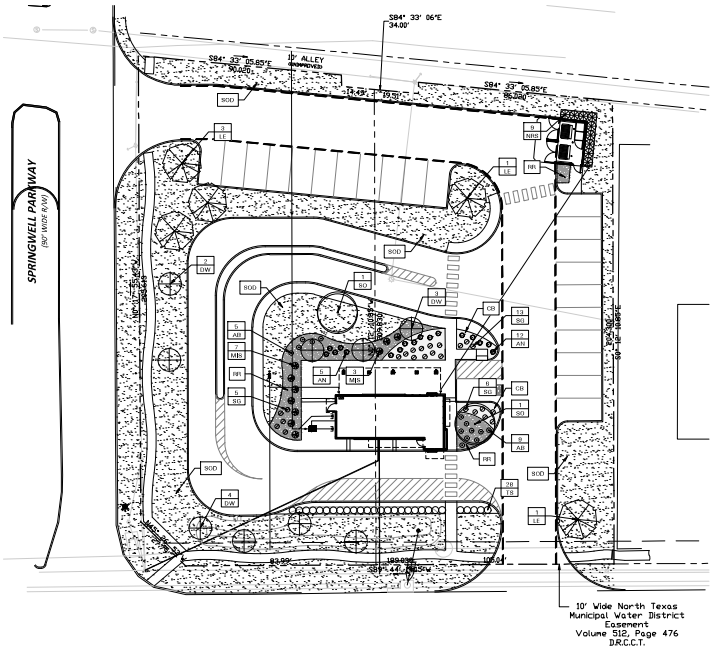
PROJECT NO: 20032

SUBMITTAL RECORD	DATE:	SUBMITTAL
	03/24/21	SITE PLAN SUBMITTAL
	06/08/21	

SHEET TITLE: PRELIMINARY UTILITY AND SITE PLAN

SHEET: C0.1

The name DUTCH Bros, and all associated logos, distinctive designs, captions, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros, including but not limited to, the "look and feel" of the embellishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.


SPRINGWELL PARKWAY
(80' WIDE R.O.W.)
S84° 33' 06"E
34.00'
10' ALLEY
S84° 23' 05.85"E
S84° 23' 05.85"E
SOD
SOD
SOD

The name DUTCH Bros, and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the Materials") are owned by and/or licensed by DB Franchising USA, LLC and protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws."

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs and grasses)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) – plant material

B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.

C. Texas Association of Nurserymen, Grades and Standards

D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.

B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.

2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.

3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.

B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.

B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material:

1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.

4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions, do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.

5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

B. Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

2. Physical properties as follows:
   a. Clay – between 7-27 percent
   b. Silt – between 15-25 percent
   c. Sand – less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.

B. Staking Material for Shade Trees: refer to details.

C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

B. All planting areas shall be conditioned as follows:

1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

2. All planting areas shall receive a two (2") inch layer of specified mulch.

3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

C. Position the trees and shrubs in their intended location as per plan.

D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that,when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before removing containers.

G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect if the percolation test fails.

I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/3 of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of 'root scoring'.

J. Do not wrap trees.

K. Do not over prune.

L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.

2. Pruning shall be done with clean, sharp tools.

3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

Q. Steel Curbing Installation:

1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.

2. All steel curbing shall be free of kinks and abrupt bends.

3. Top of curbing shall be 1/2" maximum height above final finished grade.

4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.

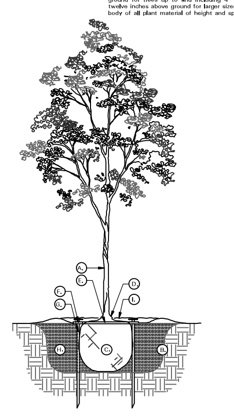
5. Do not install steel edging along sidewalks or curbs.

6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



01 TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANTING DETAIL LEGEND AND NOTES

A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org

B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.

C. ROOT BALL: REMOVE TOP 1/3 BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.

D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.

E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.

F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.

G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

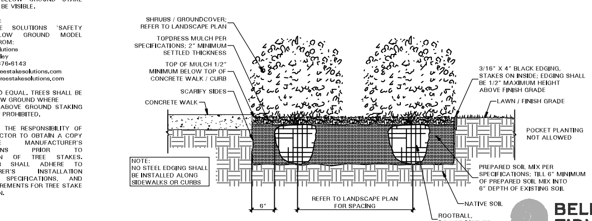
H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.

I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.

J. TREE STAKES:
TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM:
Tree Stake Solutions
ATTN: Jeff Tuley
(903) 676-6143
jeff@treestakesolutions.com
www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



02 SHRUB / GROUNDCOVER DETAIL
NOT TO SCALE

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

COPYRIGHT: All drawings herein are the property of Tectonics Design Group and may not be reproduced or used in any capacity without the written authorization of Tectonics Design Group.

DRAWN: RMT
DESIGNED: RMT
CHECKED/STAMPED:

STAMP: 06/08/21

DESIGNER: TECTONICS DESIGN GROUP
730 Sandhill Road, Suite 250, Reno, NV 89521
www.tectonicsdesigngroup.com
tel 775-824-9988
Firm#: 22395

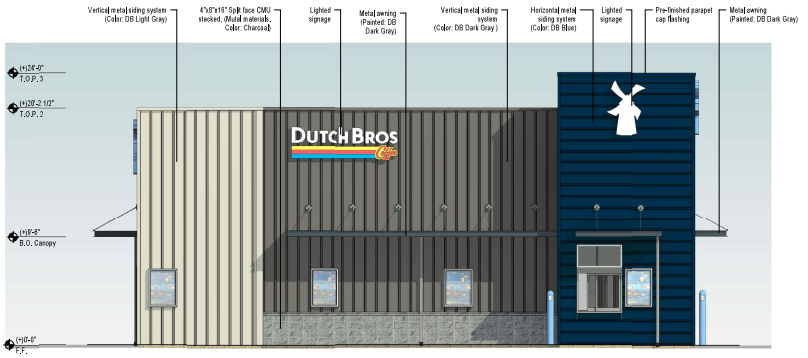
PROJECT/CLIENT: 20052
Dutch Bros No.: TX 0101
Wylie, Texas
MAIN & MAIN
5750 Genesis Ct, Suite 103, Frisco, Texas 75034
tel 214-308-0008

SUBMITTAL RECORD:

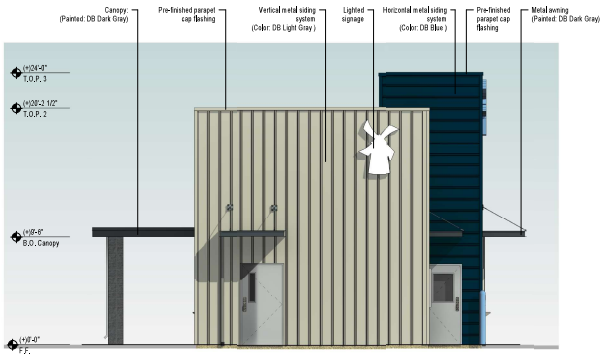
DATE:	SUBMITTAL
03/24/21	SITE PLAN SUBMITTAL
05/14/21	SITE PLAN SUBMITTAL
06/01/21	SITE PLAN SUBMITTAL
06/08/21	SITE PLAN SUBMITTAL

SHEET TITLE: LANDSCAPE SPECIFICATIONS AND DETAILS

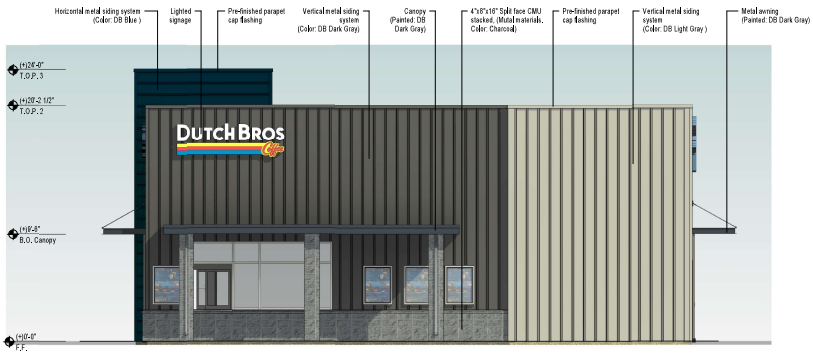
SHEET: L1.02



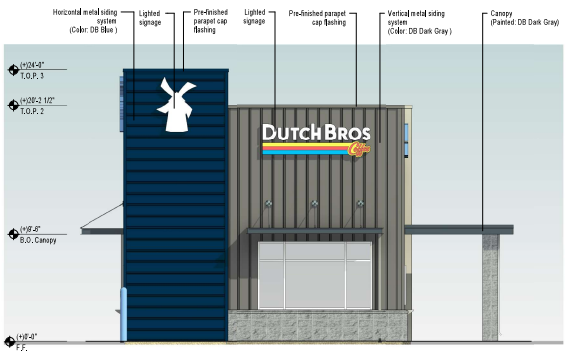
Drive-Up Elevation



Rear Elevation



Walk-Up Elevation



Front Elevation (Primary Elevation)

DUTCH BROS Coffee

Dutch Bros

Conceptual Elevations | Wylie, Texas | PR.1

MAIN & MAIN

Front (Primary Elevation)/Drive-Thru

Front (Primary Elevation)/Walk-Up

Rear/Walk-Up

Rear/Drive-Thru

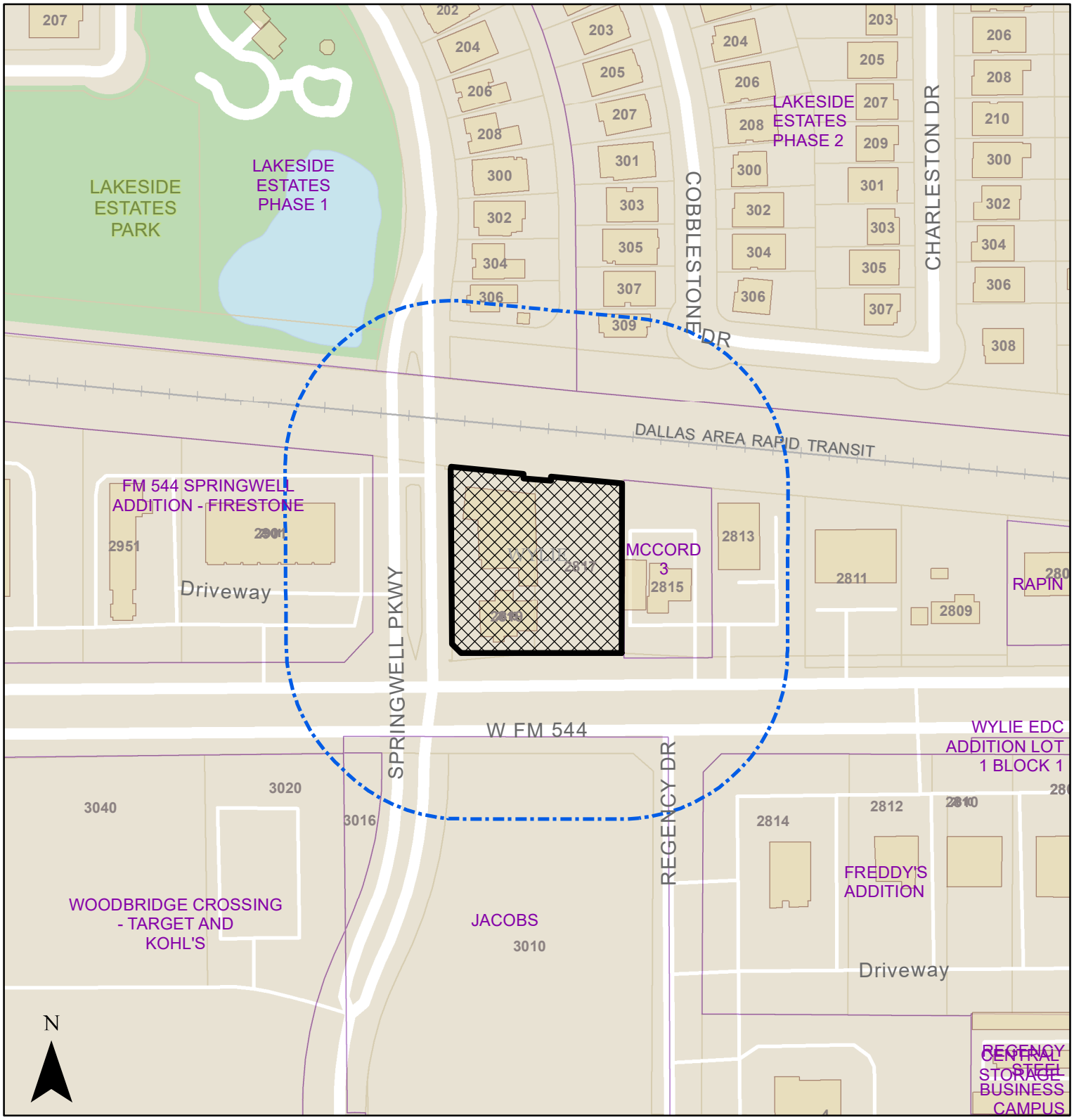
DUTCH BROS Coffee

Dutch Bros

Perspectives | Wylie, Texas | PR.1A

MAIN & MAIN

Notification Map



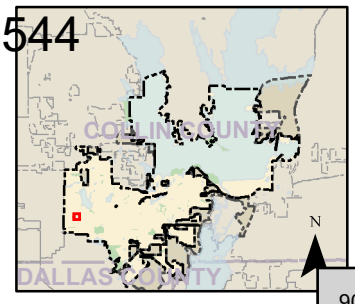
ZC 2021-18 Dutch Bros Coffee; 2817 & 2819 W FM 544

200 Foot Notifcation Buffer

Subject Property

0 80 160 320 480 640 Feet

CITY OF WYLIE



PUBLIC COMMENT FORM

(Please type or use black ink)

Department of Planning
300 Country Club Road
Building 100
Wylie, Texas 75098

✓ I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-18.

____ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-18.

Please feel free to contact the Planning Department at 972.516.6320 with questions or concerns

Date, Location & Time of Planning & Zoning Commission meeting: Tuesday, July 06, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of City Council meeting: Tuesday, July 13, 2021 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name: ROBERT L. MYERS
(please print)

Address: 8100 LONG ACRE #211
DALLAS, TEXAS 75225

Signature: Robert L. Myers

Date: 6/29/2021

COMMENTS:

GOAT CONCEPT FOR CITY WIDE ROBERTS

DUTCH BROS COMMUNITY ENGAGEMENT

DUTCH BROS FOUNDATION

- Includes several philanthropic focuses:
  - Be Aware
    - Support for the fight against breast cancer since 2014, with more than $1.6 million in donations.
  - Drink One for Dane
    - Support and mission to find a cause and a cure for ALS.
    - Dane Boersma, Dutch Bros co-founder, battled with ALS.
    - One day in May is dedicated to raise funds for the Muscular Dystrophy Association.
  - Buck for Kids
    - One day in September, Dutch Bros donates $1 from every drink sold to local youth organizations.
  - Dutch Luv
    - On February 14th, Dutch Bros donates $1 from every drink sold to organizations to fight food insecurity.

RECENT FOCUSES

- Wildfire Relief Efforts
  - Dutch Bros donated to various relief funds for the wildfires in 2020.
- Covid Relief
  - Donated to various organizations for the support of communities during the Covid-19 outbreak.
- #FirstRespondersFirst
  - 100% of Dutch Bros' profits in April 2020 were donated to support medical first responders.
- Buck for Kids
  - Increase of approximately 10% in contributions in 2020.

SOURCES

- Dutch Bros foundation - https://www.dutchbros.com/dutch-bros-foundation/
- Wildfire Relief - https://www.dutchbros.com/news-events/dutch-bros-foundation-donates-250000-to-wildfire-relief-efforts
- First Responders First - https://www.businesswire.com/news/home/20200403005548/en/Dutch-Bros-Coffee-Dedicates-100-of-April-Profits-to-FirstRespondersFirst

DUTCH BROS
BLUE REBEL® ENERGY DRINK

AFTERSHOCK
Strawberry, Blackberry, Raspberry & Lime
MEDIUM | Cal. - ICED 230 BLENDED 410

ELECTRIC BERRY
Blue Raspberry & Lime
MEDIUM | Cal. - ICED 230 BLENDED 410

STRAWBERRY
MEDIUM | Cal. - ICED 230 BLENDED 410

BLUE RASPBERRY
MEDIUM | Cal. - ICED 240 BLENDED 420

TEA
ORGANIC GREEN OR PARIS BLACK

PEACH
MEDIUM | Cal. - HOT 70 ICED 140

TROPICAL
Passion Fruit, Coconut & Blue Raspberry
MEDIUM | Cal. - HOT 90 ICED 170

PALM BEACH
Peach & Pomegranate
MEDIUM | Cal. - HOT 80 ICED 160

POMEGRANATE
MEDIUM | Cal. - HOT 90 ICED 180

DUTCH CLASSICS
AVAILABLE AS LATTES, MOCHAS & BREVES

HOT, ICED OR BLENDED DUTCH FREEZE®

KICKER®
Irish Cream Breve
MEDIUM | Cal. - HOT 540 ICED 440
| Cal. - BLENDED 620

CARAMELIZER®
Caramel Mocha
MEDIUM | Cal. - HOT 450 ICED 360
| Cal. - BLENDED 660

WHITE MOCHA
MEDIUM | Cal. - HOT 430 ICED 340
| Cal. - BLENDED 640

911®
Irish Cream Breve with 6 SHOTS ESPRESSO
MEDIUM | Cal. - HOT 450 ICED 310
| Cal. - BLENDED 580

COCOMO®
Coconut Mocha
MEDIUM | Cal. - HOT 410 ICED 340
| Cal. - BLENDED 620

SOFT TOP™ SWEET CREAM | +50¢
SOY, ALMOND OR COCONUT MILK | +50¢
EXTRA SHOT | +50¢
ADDED WHIP OR ADDITIONAL FLAVOR | FREE

PRIVATE RESERVE
AMERICANO
MEDIUM | Cal. - HOT 2 ICED 2

DUTCH BROS®
COLD BREW

TRY IT WITH Soft Top™ SWEET CREAM

ANNIHILATOR®
Chocolate Macadamia Nut with Cream
MEDIUM | Cal. - ICED 180

GOLDEN EAGLE™
Vanilla & Caramel with Caramel Drizzle & Cream
MEDIUM | Cal. - ICED 175

PREMIUM NITRO COLD BREW
Nitro Infused & Fully Charged
MEDIUM | Cal. - ICED 20

DUTCH FROST®
A DUTCH TAKE ON A CLASSIC SHAKE

BIRTHDAY CAKE
Almond Roca & White Chocolate with Confetti Sprinkles
MEDIUM | Cal. - 620

COTTON CANDY
Blue Raspberry & White Chocolate
MEDIUM | Cal. - 640

LEMONADE
ICED OR BLENDED

TIGER'S BLOOD
Strawberry & Coconut
MEDIUM | Cal. - ICED 280
| Cal. - BLENDED 520

STRAWBERRY
MEDIUM | Cal. - ICED 275
| Cal. - BLENDED 515

SMOOTHIE
Made with Real Fruit
MEDIUM | Cal. : 450 - 555

CHAI
Hot or Iced with Any Flavor
MEDIUM | Cal. : 210 - 410

DUTCH COCOA
Hot or Iced with Any Flavor
MEDIUM | Cal. : 290 - 505

DUTCH SODA
Infuse with Any Flavor
MEDIUM | Cal. : 0 - 405

KIDS

NOT-SO-HOT®
Cocoa with Whip for the Kiddos
KIDS | Cal. - 250

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY.
STATED AMOUNTS ARE TOTALS OF PRICE AND SALES TAX; SALES TAX SEPARATELY STATED ON RECEIPT.

VIEW OUR FULL MENU @ DUTCHBROS.COM
ADDITIONAL NUTRITION INFORMATION AVAILABLE UPON REQUEST.

CUSTOMIZE ANY DRINK! JUST ASK

Wylie City Council

AGENDA REPORT

Department: City Manager **Account Code:**

Prepared By: Chris Holsted

Subject

Consider, and act upon, Resolution No. 2021-19(R) supporting the Collin County Mobility Plan Update and the efforts to reduce the current and projected traffic congestion, and to provide more connectivity and enhance safety in the southeast portion of Collin County.

Recommendation

Motion to approve Item as presented.

Discussion

RESOLUTION NO. 2021-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REGARDING THE COLLIN COUNTY MOBILITY PLAN UPDATE AND THE EFFORTS TO REDUCE THE CURRENT AND PROJECTED TRAFFIC CONGESTION, AND TO PROVIDE MORE CONNECTIVITY AND ENHANCE SAFETY IN THE SOUTHEAST PORTION OF COLLIN COUNTY.

WHEREAS, the Collin County areas is one of the fastest growing areas in the United States in terms of population and employment; and

WHEREAS, Collin County has initiated an update to the Collin County Mobility Plan specifically for the eastern portion of Collin County, which is called "Future Mobility"; and

WHEREAS, the purpose of the update is to reduce the current and projected traffic congestion, provide more connectivity, and enhance safety in the southeastern portion of Collin County; and

WHEREAS, Collin County and its consultant team have met with the staff of the cities in the southeastern portion of Collin County, cities located in Rockwall County, and the Counties of Rockwall, Dallas, and Hunt to coordinate the study with these governmental entities; and

WHEREAS, the public has been invited to provide input about perceived transportation needs by emails, a project specific website, and a public meeting; and

WHEREAS, recommendations will be made to the City of Wylie and other entities within the study area for consideration of incorporating the recommendations into the City's and other entities' transportation planning, and to have a coordinated plan for future improvements.

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

SECTION 1: The City Council hereby supports the concept of a coordinated study by the County, the City of Wylie, and other entities located within the study area to update transportation plans in, and near, Wylie for the purpose of providing the necessary mobility for the existing and future residents, and employees of the area.

SECTION 2: The City Council will consider recommendations that have been determined through the study to be beneficial to the future of the City of Wylie.

SECTION 3: 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 13th day of July, 2021.

_____
Matthew Porter, Mayor

ATTEST TO:

_____
Stephanie Storm, City Secretary

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Public Works **Account Code:**

Prepared By: Tim Porter

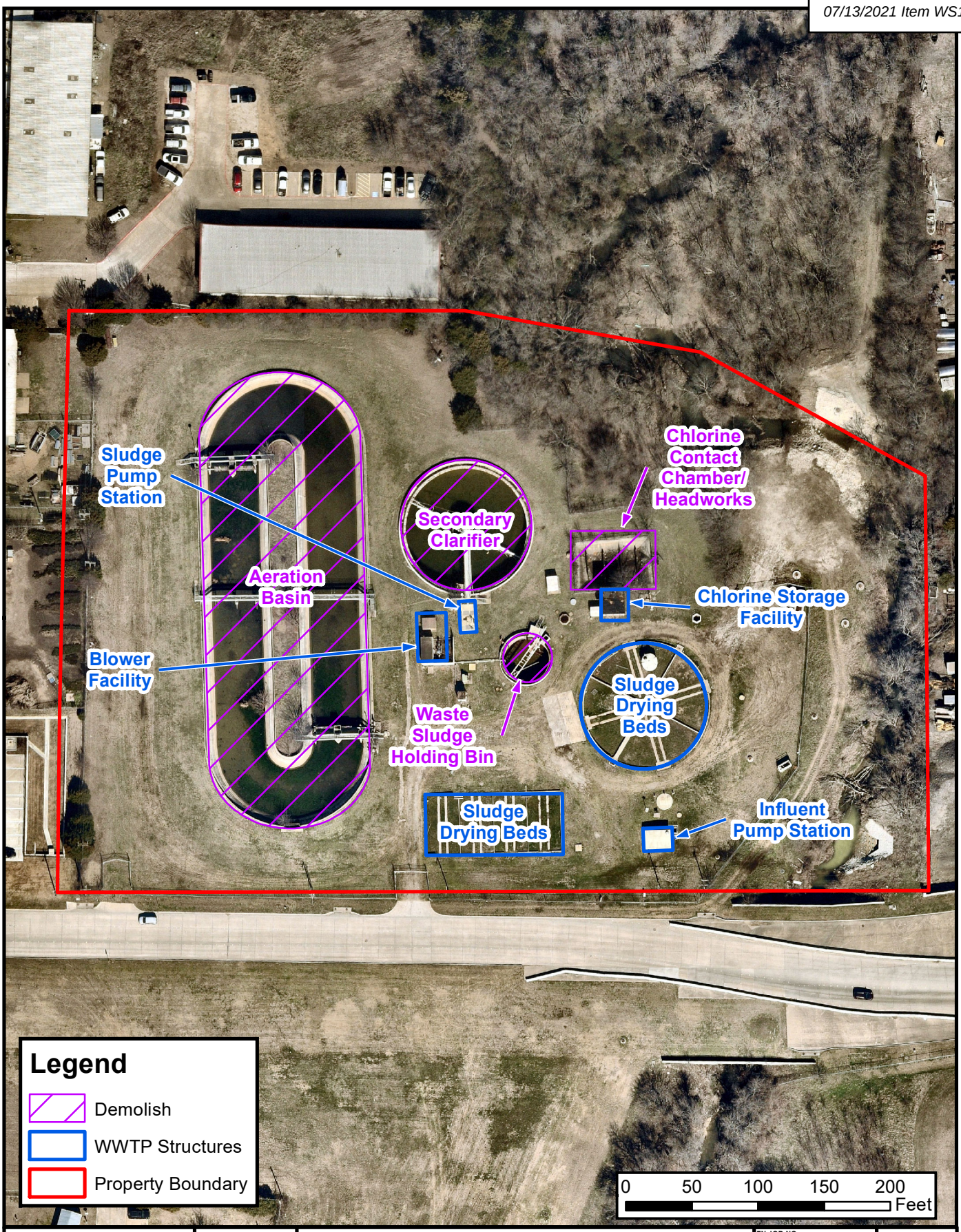
Subject

Discuss Wylie Wastewater Treatment Plant Demolition Options.

Recommendation

Discussion

Discuss three (3) options for demolition of the Wylie Wastewater Treatment Plant, including costs associated with each.



FREESE AND NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201

N
W E
S

City of Wylie Wastewater Treatment Plant

Demolition Option 1

FN JOB NO	WLE20563
FILE	Fig1_DemoOpt1.mxd
DATE	June 2021
SCALE	1:1,200
DESIGNED	MK
DRAFTED	MK

1

FIGURE

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Wylie WWTP Demolition	DATE	6/8/2021
CLIENT	NTMWD	GROUP	1153
% SUBMITTAL	Conceptual	PM	Clayton Barnard

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
		WLE20563

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Demolition of Wylie WWTP - Option 1					
1	**Demolition of Aeration Basin**				
2	Remove Existing Mechanical Equipment	1	LS	$ 15,000.00	$ 15,000
3	Demo Concrete Structural Walls to 2' Below Grade	6421	SF	$ 4.00	$ 25,684
4	Fill Structure with Fill	6485	CY	$ 25.00	$ 162,125
5					
6	**Demolition of Waste Sludge Holding Basin**				
7	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
8	Demo Concrete Structural Walls to 2' Below Grade	571	SF	$ 7.50	$ 4,283
9	Fill Structure with Fill	1075	CY	$ 25.00	$ 26,875
10					
11	**Demolition of Secondary Clarifier**				
12	Remove Existing Mechanical Equipment	1	LS	$ 10,000.00	$ 10,000
13	Demo Concrete Structural Walls to 2' Below Grade	1885	SF	$ 7.50	$ 14,138
14	Fill Structure with Fill	3686	CY	$ 25.00	$ 92,150
15					
16	**Demolition of Chlorine Contact Chamber/Headworks**				
17	Remove Existing Mechanical Equipment	1	LS	$ 7,500.00	$ 7,500
18	Demo Concrete Structural Walls to 2' Below Grade	3330	SF	$ 4.00	$ 13,320
19	Fill Structure with Fill	592	CY	$ 25.00	$ 14,800

SUBTOTAL		$	390,874
CONTINGENCY	15%	$	58,631
SUBTOTAL		$	449,505
MOBILIZATION	5%	$	22,475
SUBTOTAL		$	471,980
OH&P	18%	$	84,956

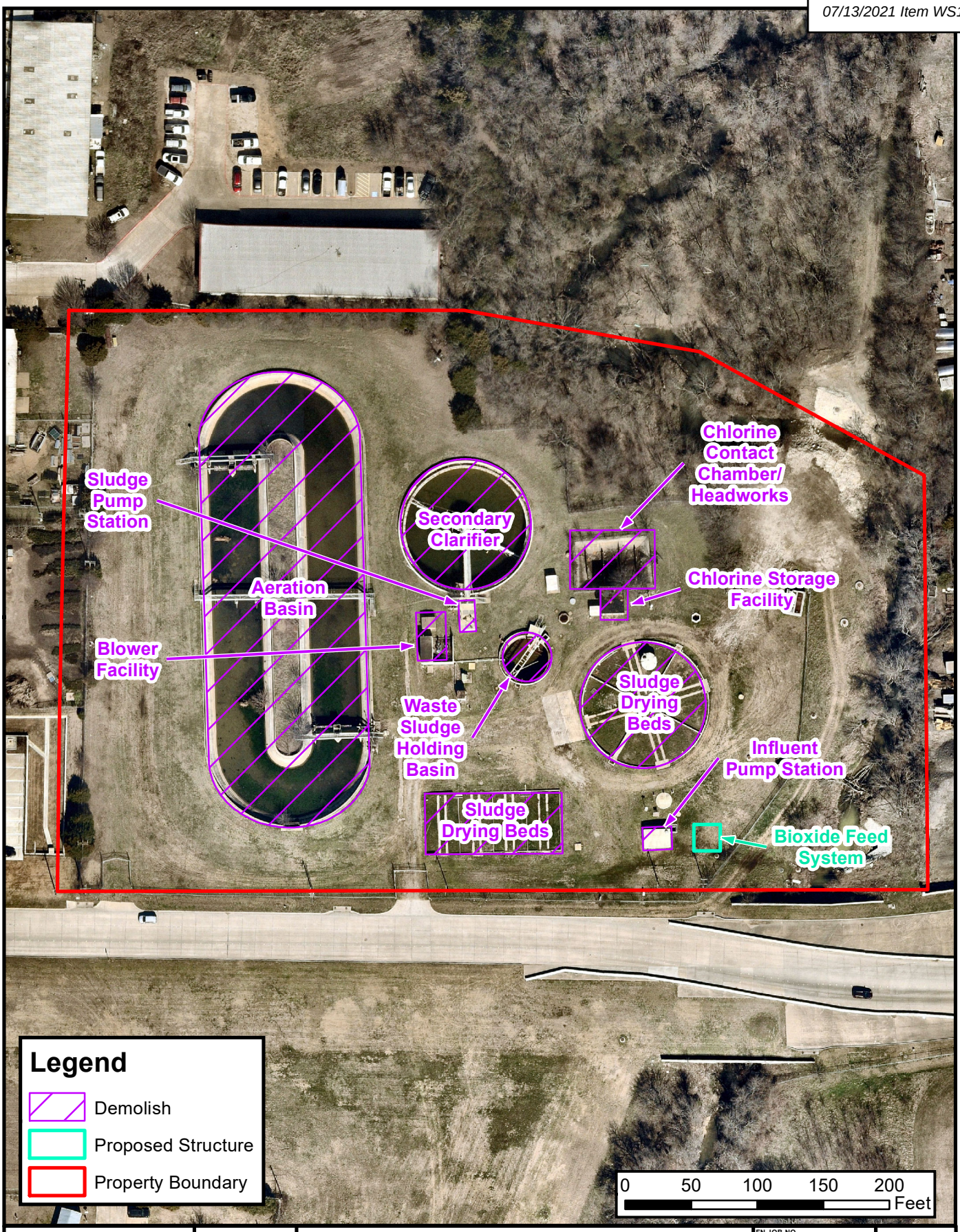
PROJECT TOTAL (2021 COSTS)	**$**	**556,937**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1 FNI OPCC classified as an AACE Class 4 Estimate with accuracy range or -20 to + 30.

2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.



FREESE AND NICHOLS
5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201

N
W E
S

City of Wylie Wastewater Treatment Plant

Demolition Option 2

FN JOB NO	WLE20563
FILE	Fig2_DemoOpt2.mxd
DATE	June 2021
SCALE	1:1,200
DESIGNED	MK
DRAFTED	MK

FIGURE 2

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Wylie WWTP Demolition	DATE	6/8/2021
CLIENT	NTMWD	GROUP	1153
% SUBMITTAL	Conceptual	PM	Clayton Barnard

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
		WLE20563

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Demolition of Wylie WWTP - Option 2					
1	**Demolition of Aeration Basin**				
2	Remove Existing Mechanical Equipment	1	LS	$ 15,000.00	$ 15,000
3	Demo Concrete Structural Walls to 2' Below Grade	6421	SF	$ 4.00	$ 25,684
4	Fill Structure with Fill	6485	CY	$ 25.00	$ 162,125
5					
6	**Demolition of Waste Sludge Holding Basin**				
7	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
8	Demo Concrete Structural Walls to 2' Below Grade	571	SF	$ 7.50	$ 4,283
9	Fill Structure with Fill	1075	CY	$ 25.00	$ 26,875
10					
11	**Demolition of Secondary Clarifier**				
12	Remove Existing Mechanical Equipment	1	LS	$ 10,000.00	$ 10,000
13	Demo Concrete Structural Walls to 2' Below Grade	1885	SF	$ 7.50	$ 14,138
14	Fill Structure with Fill	3686	CY	$ 25.00	$ 92,150
15					
16	**Demolition of Chlorine Contact Chamber/Headworks**				
17	Remove Existing Mechanical Equipment	1	LS	$ 7,500.00	$ 7,500
18	Demo Concrete Structural Walls to 2' Below Grade	3330	SF	$ 4.00	$ 13,320
19	Fill Structure with Fill	592	CY	$ 25.00	$ 14,800
20					
21	**Demolition of Sludge Drying Beds**				
22	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
23	Demo Concrete Structural Walls to 2' Below Grade	11687	SF	$ 4.00	$ 46,748
24	Fill Structure with Fill	1200	CY	$ 25.00	$ 30,000
25					
26	**Demolition of Sludge Pump Station**				
27	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
28	Demo Concrete Structural Walls to 2' Below Grade	680	SF	$ 7.50	$ 5,100
29	Fill Structure with Fill	151	CY	$ 25.00	$ 3,775
30					
31	**Demolition of Influent Pump Station**				
32	Remove Existing Mechanical Equipment	1	LS	$ 10,000.00	$ 10,000
33	Demo Concrete Structural Walls to 2' Below Grade	84	SF	$ 7.50	$ 630
34	Fill Structure with Fill	64	CY	$ 25.00	$ 1,600
35					
36	**Demolition of Blower Facility**				
37	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
38	Demo Structure	480	SF	$ 7.50	$ 3,600
39	Demo Slab	480	SF	$ 7.50	$ 3,600
40					
41	**Demolition of Chlorine Storage Facility**				

PROJECT NAME	Wylie WWTP Demolition	DATE	6/8/2021
CLIENT	NTMWD	GROUP	1153
% SUBMITTAL	Conceptual	PM	Clayton Barnard

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
		WLE20563

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
42	Remove Existing Mechanical Equipment	1	LS	$ 1,500.00	$ 1,500
43	Demo Structure	288	SF	$ 7.50	$ 2,160
44	Demo Slab	288	SF	$ 7.50	$ 2,160
45					
46	**Bioxide Feed Chemical Containment**				
47	Fiberglass Containment w/ Concrete Slab	400	SF	$ 25.00	$ 10,000
48	Chemical Injection Assembly	1	LS	$ 65,000.00	$ 65,000
49	Electrical Power Service	1	LS	$ 25,000.00	$ 25,000

SUBTOTAL		$	616,747
CONTINGENCY	15%	$	92,512
SUBTOTAL		$	709,259
MOBILIZATION	5%	$	35,463
SUBTOTAL		$	744,722
OH&P	18%	$	134,050
PROJECT TOTAL (2021 COSTS)		**$**	**878,772**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

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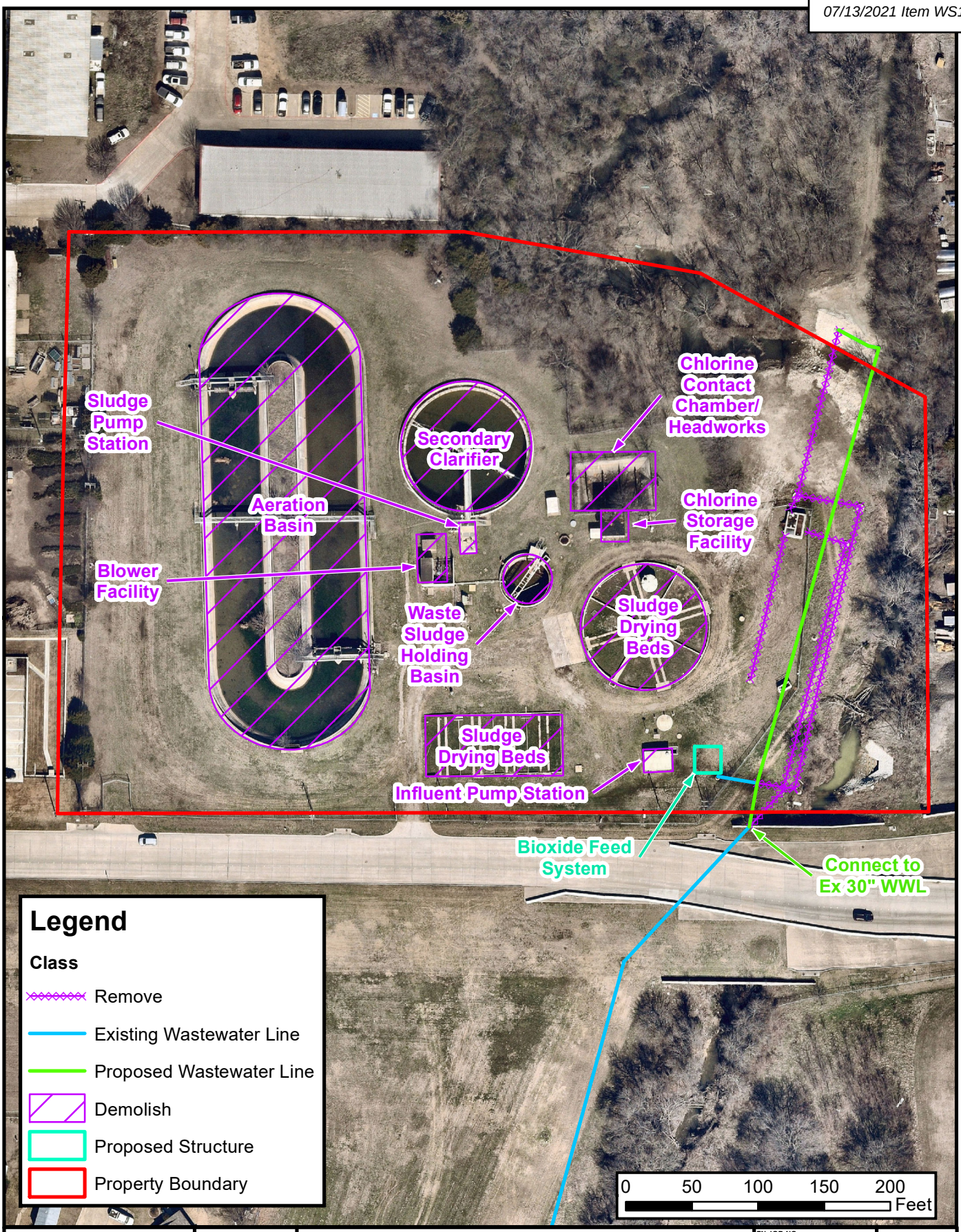

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Frisco, Texas 75034
Phone - (972) 624-9201

N
W E
S

City of Wylie Wastewater Treatment Plant

Demolition Option 3

FN JOB NO	WLE20563
FILE	Fig3_DemoOpt3.mxd
DATE	June 2021
SCALE	1:1,200
DESIGNED	MK
DRAFTED	MK

FIGURE 3

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Wylie WWTP Demolition	DATE	6/8/2021
CLIENT	NTMWD	GROUP	1153
% SUBMITTAL	Conceptual	PM	Clayton Barnard

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
		WLE20563

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Demolition of Wylie WWTP - Option 3					
1	**Demolition of Aeration Basin**				
2	Remove Existing Mechanical Equipment	1	LS	$ 15,000.00	$ 15,000
3	Demo Concrete Structural Walls to 2' Below Grade	6421	SF	$ 4.00	$ 25,684
4	Fill Structure with Fill	6485	CY	$ 25.00	$ 162,125
5					
6	**Demolition of Waste Sludge Holding Basin**				
7	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
8	Demo Concrete Structural Walls to 2' Below Grade	571	SF	$ 7.50	$ 4,283
9	Fill Structure with Fill	1075	CY	$ 25.00	$ 26,875
10					
11	**Demolition of Secondary Clarifier**				
12	Remove Existing Mechanical Equipment	1	LS	$ 10,000.00	$ 10,000
13	Demo Concrete Structural Walls to 2' Below Grade	1885	SF	$ 7.50	$ 14,138
14	Fill Structure with Fill	3686	CY	$ 25.00	$ 92,150
15					
16	**Demolition of Chlorine Contact Chamber/Headworks**				
17	Remove Existing Mechanical Equipment	1	LS	$ 7,500.00	$ 7,500
18	Demo Concrete Structural Walls to 2' Below Grade	3330	SF	$ 4.00	$ 13,320
19	Fill Structure with Fill	592	CY	$ 25.00	$ 14,800
20					
21	**Demolition of Sludge Drying Beds**				
22	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
23	Demo Concrete Structural Walls to 2' Below Grade	11687	SF	$ 4.00	$ 46,748
24	Fill Structure with Fill	1200	CY	$ 25.00	$ 30,000
25					
26	**Demolition of Sludge Pump Station**				
27	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
28	Demo Concrete Structural Walls to 2' Below Grade	680	SF	$ 7.50	$ 5,100
29	Fill Structure with Fill	151	CY	$ 25.00	$ 3,775
30					
31	**Demolition of Influent Pump Station**				
32	Remove Existing Mechanical Equipment	1	LS	$ 10,000.00	$ 10,000
33	Demo Concrete Structural Walls to 2' Below Grade	84	SF	$ 7.50	$ 630
34	Fill Structure with Fill	64	CY	$ 25.00	$ 1,600
35					
36	**Demolition of Blower Facility**				
37	Remove Existing Mechanical Equipment	1	LS	$ 5,000.00	$ 5,000
38	Demo Structure	480	SF	$ 7.50	$ 3,600
39	Demo Slab	480	SF	$ 7.50	$ 3,600
40					
41	**Demolition of Chlorine Storage Facility**				

PROJECT NAME	Wylie WWTP Demolition	DATE	6/8/2021
CLIENT	NTMWD	GROUP	1153
% SUBMITTAL	Conceptual	PM	Clayton Barnard

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
		WLE20563

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
42	Remove Existing Mechanical Equipment	1	LS	$ 1,500.00	$ 1,500
43	Demo Structure	288	SF	$ 7.50	$ 2,160
44	Demo Slab	288	SF	$ 7.50	$ 2,160
45					
46	**Bioxide Feed Chemical Containment**				
47	Fiberglass Containment w/ Concrete Slab	400	SF	$ 25.00	$ 10,000
48	Chemical Injection Assembly	1	LS	$ 65,000.00	$ 65,000
49	Electrical Power Service	1	LS	$ 25,000.00	$ 25,000
50					
51	**Muddy Creek Interceptor Relocation**				
52	Remove Existing Manholes	4	EA	$ 1,500.00	$ 6,000
53	Remove Existing Interceptor Lines	791	LF	$ 10.00	$ 7,910
54	30-Inch Interceptor	430	LF	$ 250.00	$ 107,500
55	5-Foot Diameter Manhole	4	EA	$ 30,000.00	$ 120,000

SUBTOTAL		$	858,157
CONTINGENCY	15%	$	128,724
SUBTOTAL		$	986,881
MOBILIZATION	5%	$	49,344
SUBTOTAL		$	1,036,225
OH&P	18%	$	186,520

PROJECT TOTAL (2021 COSTS)	**$**	**1,222,745**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1 FNI OPCC classified as an AACE Class 4 Estimate with accuracy range or -20 to + 30.

2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Discuss a potential change of zoning from Agricultural to Planned Development (PD- CC-MF) on approximately 24 acres, generally located on the west side of Country Club Road approximately 1200' north of Brown Street.

Recommendation

Discussion

Discussion

Property owners and developers are seeking Council input on a potential planned development on approximately 24 acres on the west side of Country Club just north of Fire Station #2.

The current proposal includes a mix of commercial uses along Country Club, townhomes along the north side of the property, and multi-family apartments along the southside near Collin College.

PROPOSED 24-ACRE MIXED-USE DEVELOPMENT

WYLIE, TX

OUR PLAN

To bring a high-quality mixed-use community to the fast-growing City of Wylie, which both satisfies the expanding needs of a growing city and complements the existing neighborhood fabric, functionally and aesthetically.

TEAM • LOCATION • PLAN • TIMELINE

PROJECT TEAM

PD & Multifamily Development Manager

Evan McAnulty – Allen Harrison Co.

Multifamily Architect	Retail Architect
Meeks + Partners	Merriman Anderson Architects

MULTIFAMILY

DEVELOPER

ALLEN HARRISON
COMPANY

AHC is focused on creating boutique communities in desirable locations, using a bespoke approach to ensure that the community fits into and enhances the neighborhood.

PROJECT
LOCATION

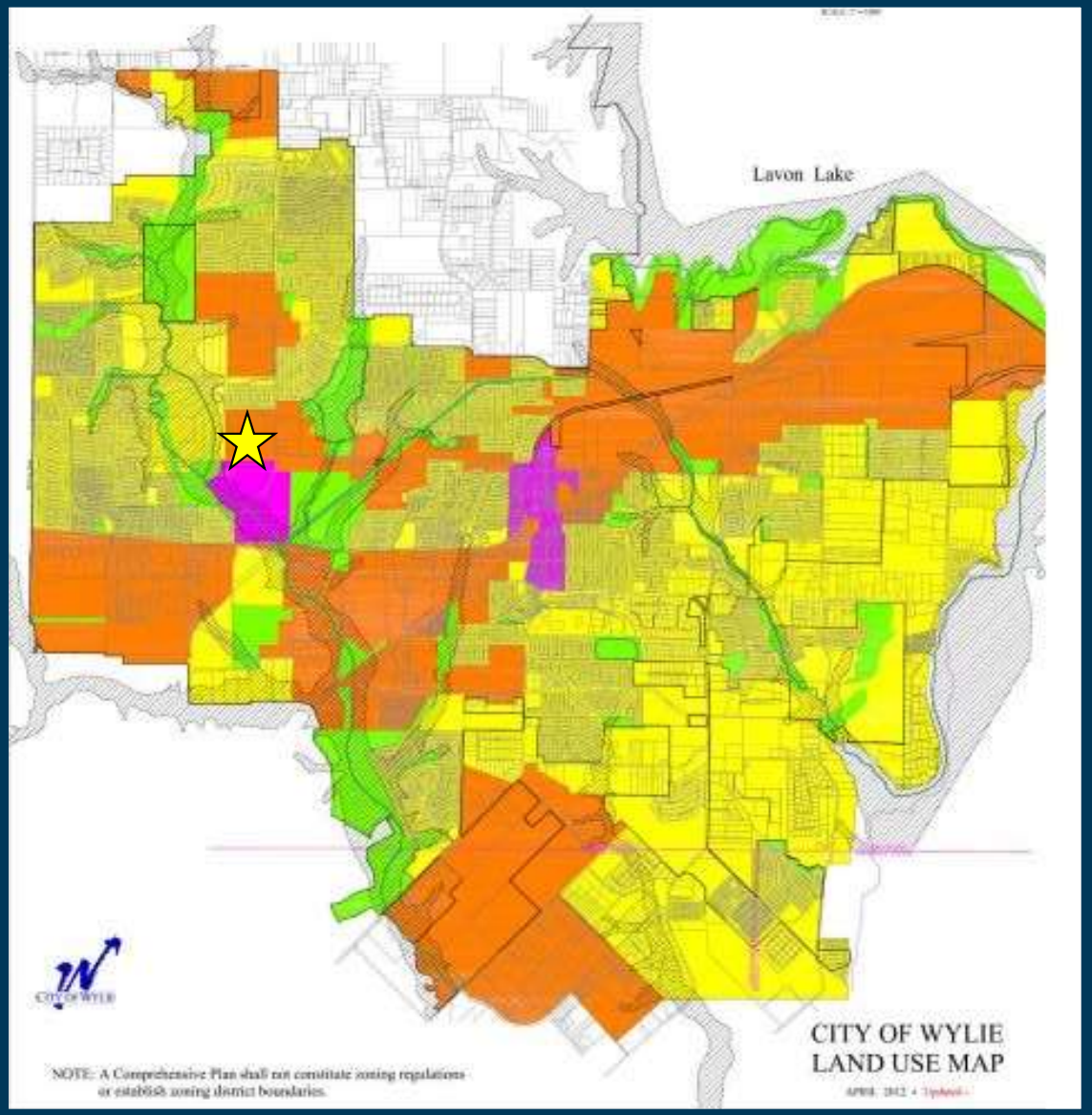
CORRIDOR
GROWTH

Natural/Open

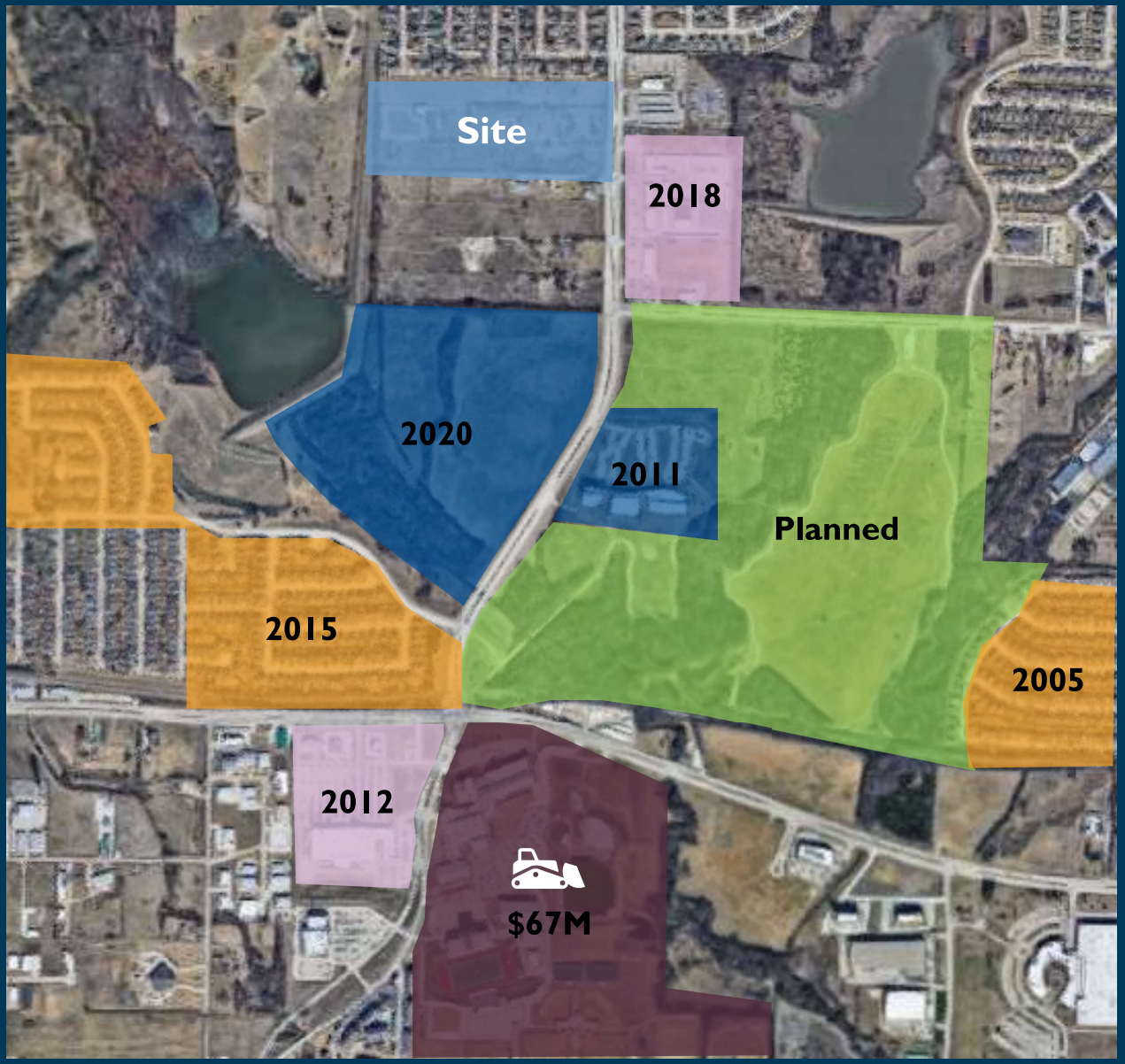
Suburban

General Urban

Urban Core



CORRIDOR
GROWTH



MUNICIPAL
COMPLEX

WYLIE
DRAW

REWARDS & RECOGNITIONS

26th Best Place to Live in the US
Money Magazine (2019)

24th Safest City in Texas
Safewise.com (2020)

2nd Best Suburb in the US
National Association of Realtors (2017)

ACADEMICS

93/100
Accountability Rating

- Plano: 91/100
- Cy-Fair: 89/100

100% of Campuses met Texas's Highest Academic Standards

$194M in Proposed Improvements District-wide

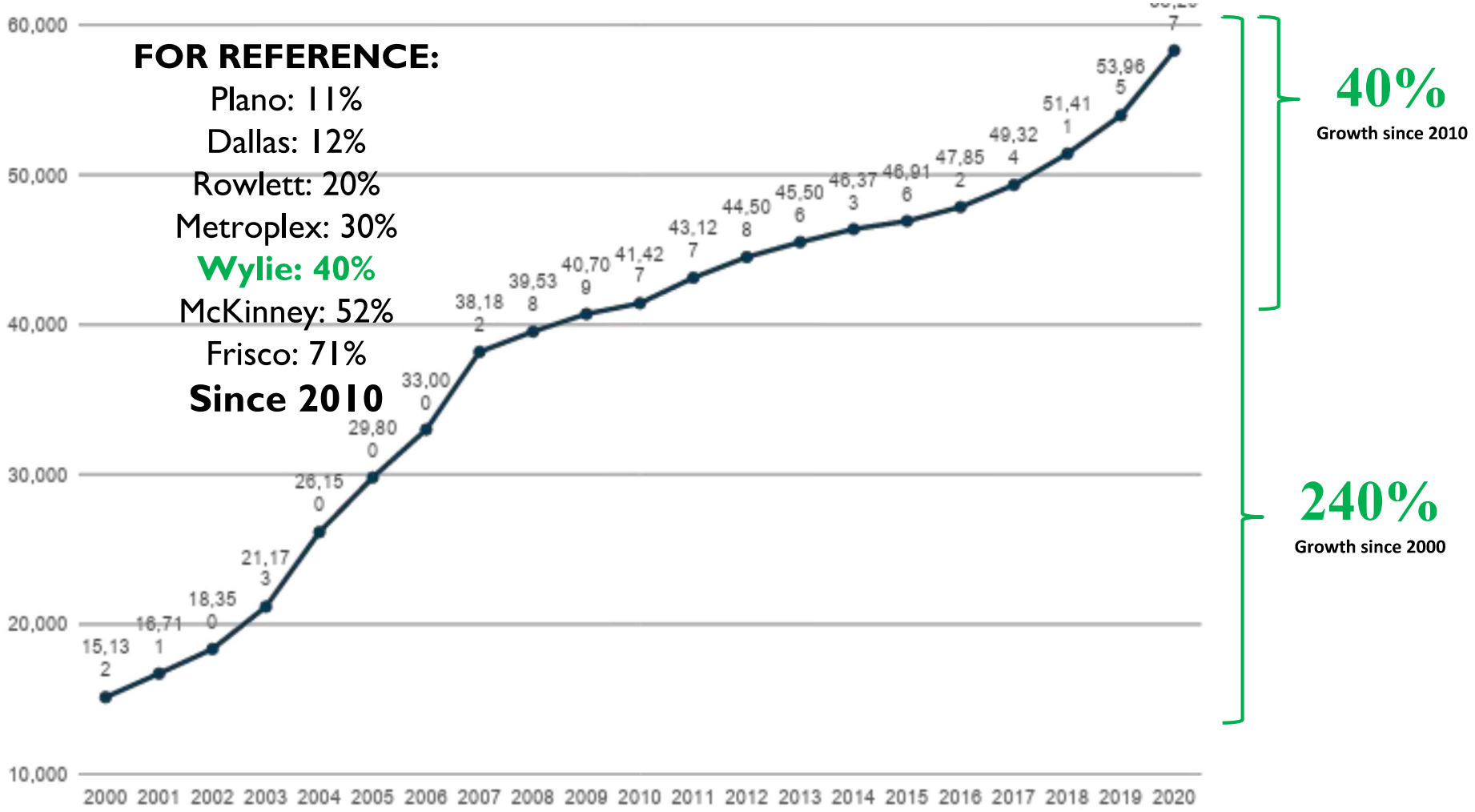
DEMOGRAPHICS

$120,399
Average Income within one mile

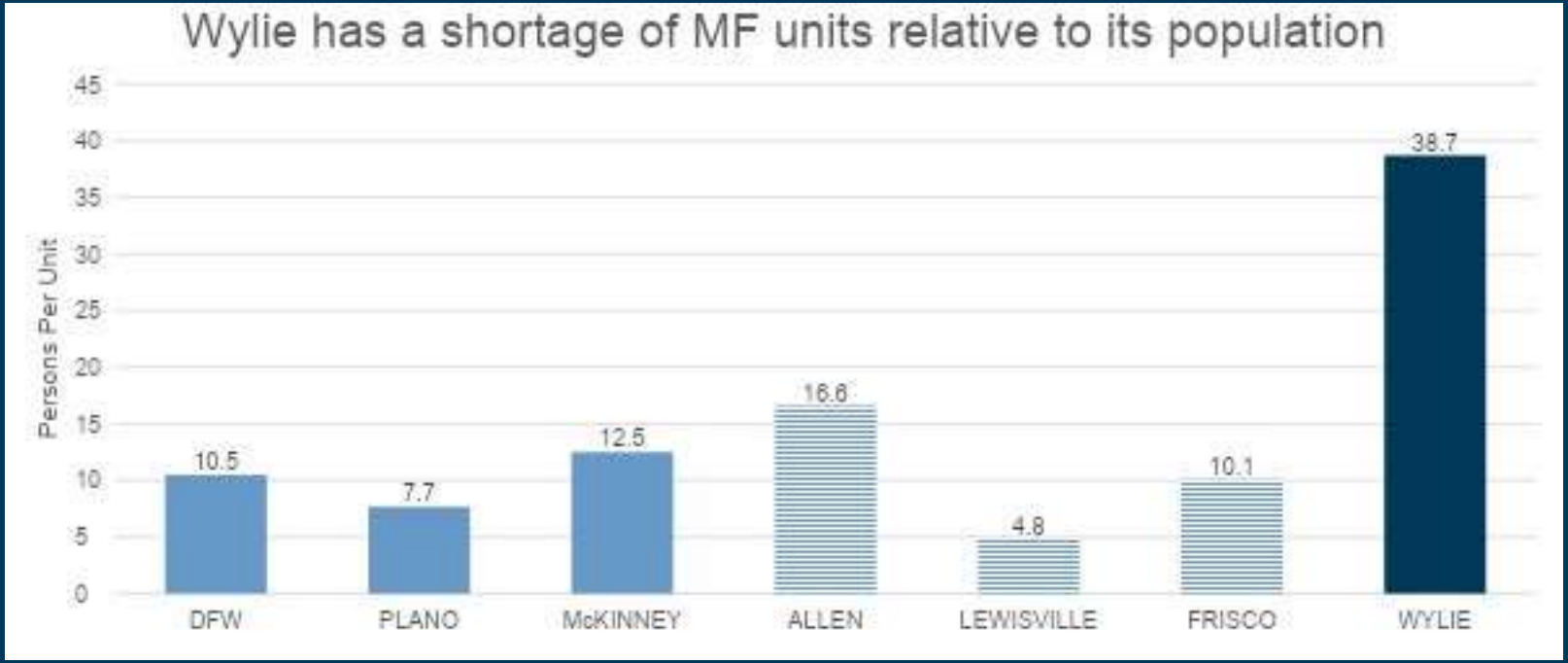
6.9% Increase In Median Home Sale Price ($313,950)

$515/mo Discount to owning within one mile

POPULATION
GROWTH



POPULATION
& SUPPLY

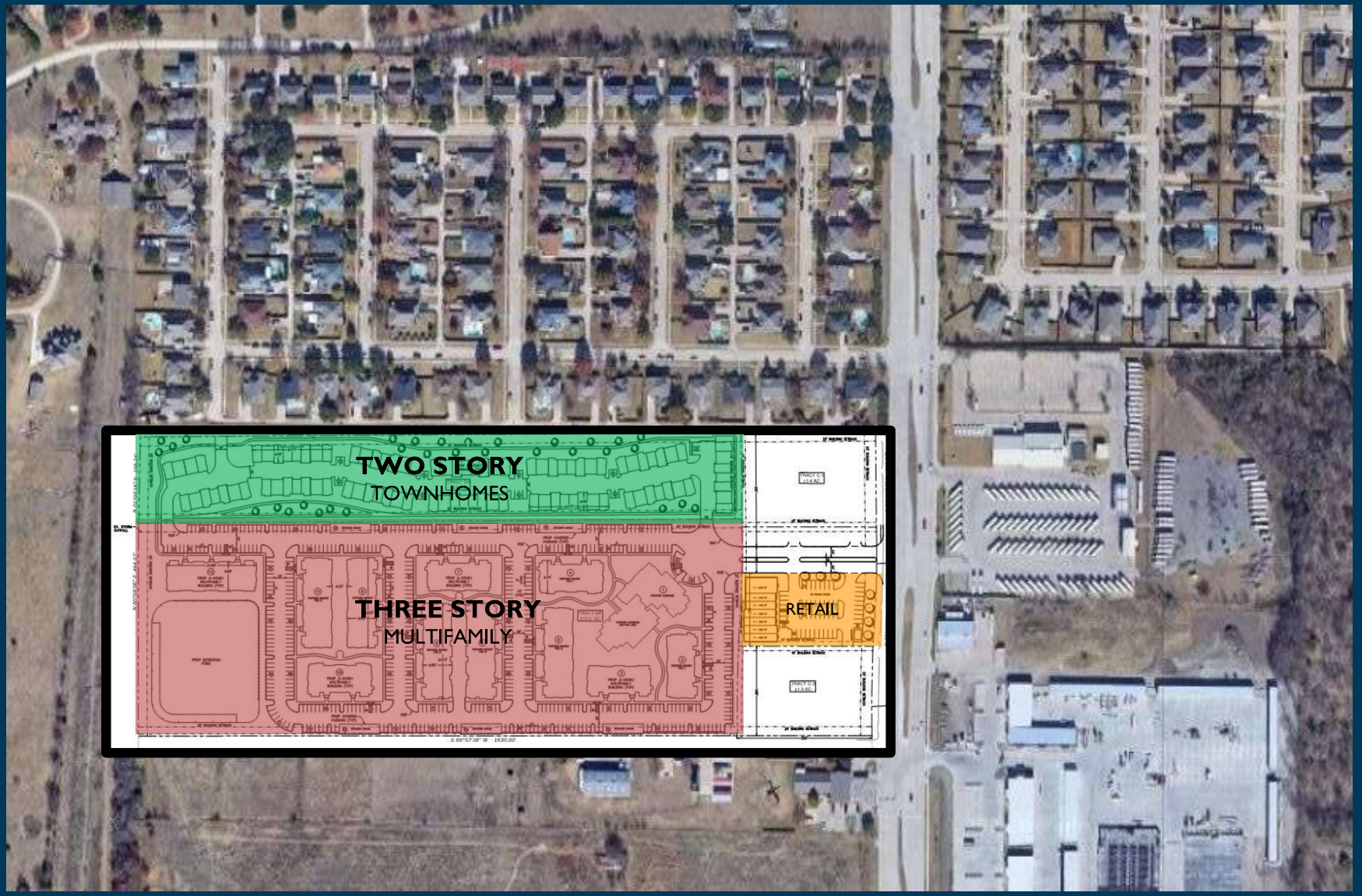


	DFW	PLANO	McKINNEY	WYLIE
Current Population[1]	7,540,371	284,579	195,342	58,297
Existing Units 2Q20[2]	721,230	37,026	15,683	1,509
Persons per Unit	**10.5**	**7.7**	**12.5**	**38.7**

[1]Census
[2]Axiometrics

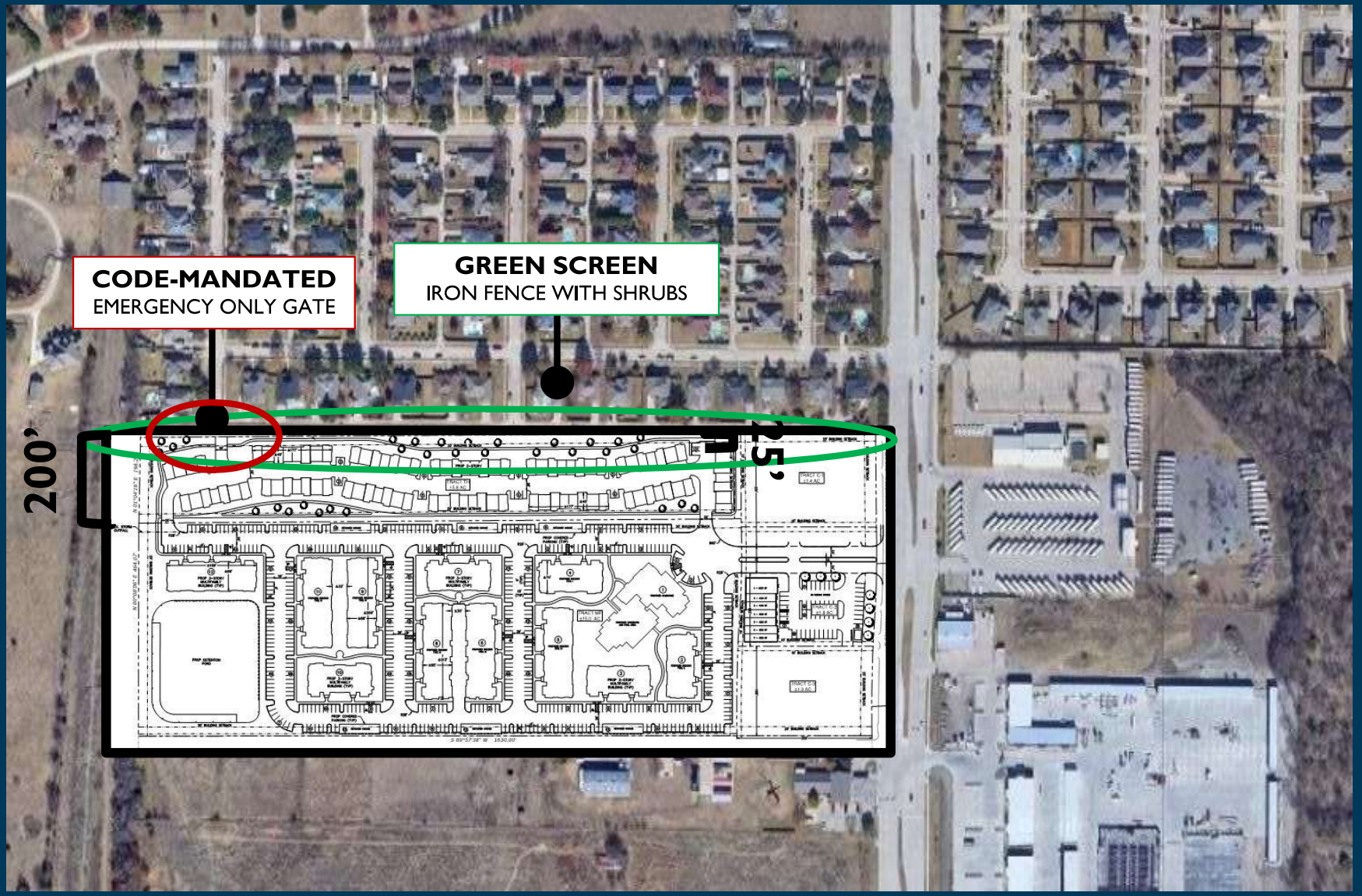
PLANNING

SITE PLAN



PLANNING

SITE PLAN



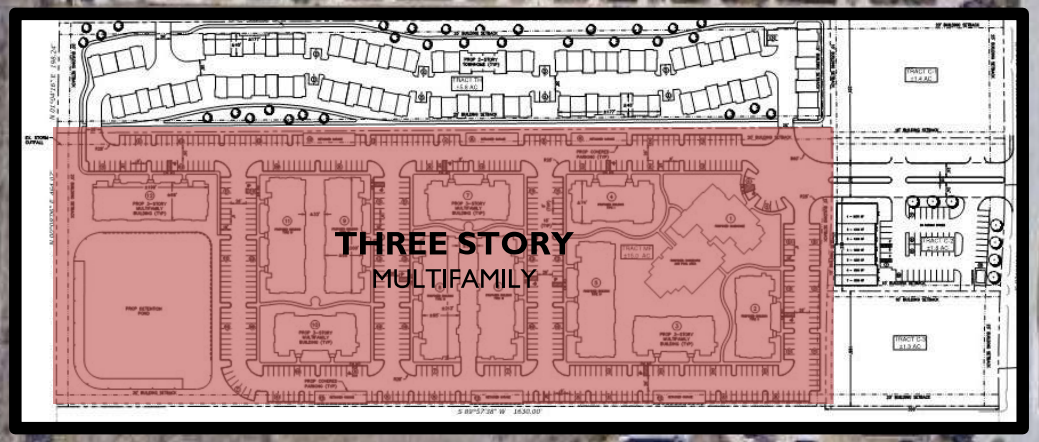
PROJECT
RESIDENTS

ISD & CCCC IMPACT

Our 324 units translates to 472 beds.
Using our current 11-property portfolio averages of age groups (bottom right):

4% of 472 beds would mean that
18 of our residents would be under the age of 18,
likely attending one of the zoned ISD schools.

Similarly, if 57% of our residents are between the ages of 18 and 34,
267 residents would be of an age to potentially attend CCCC.



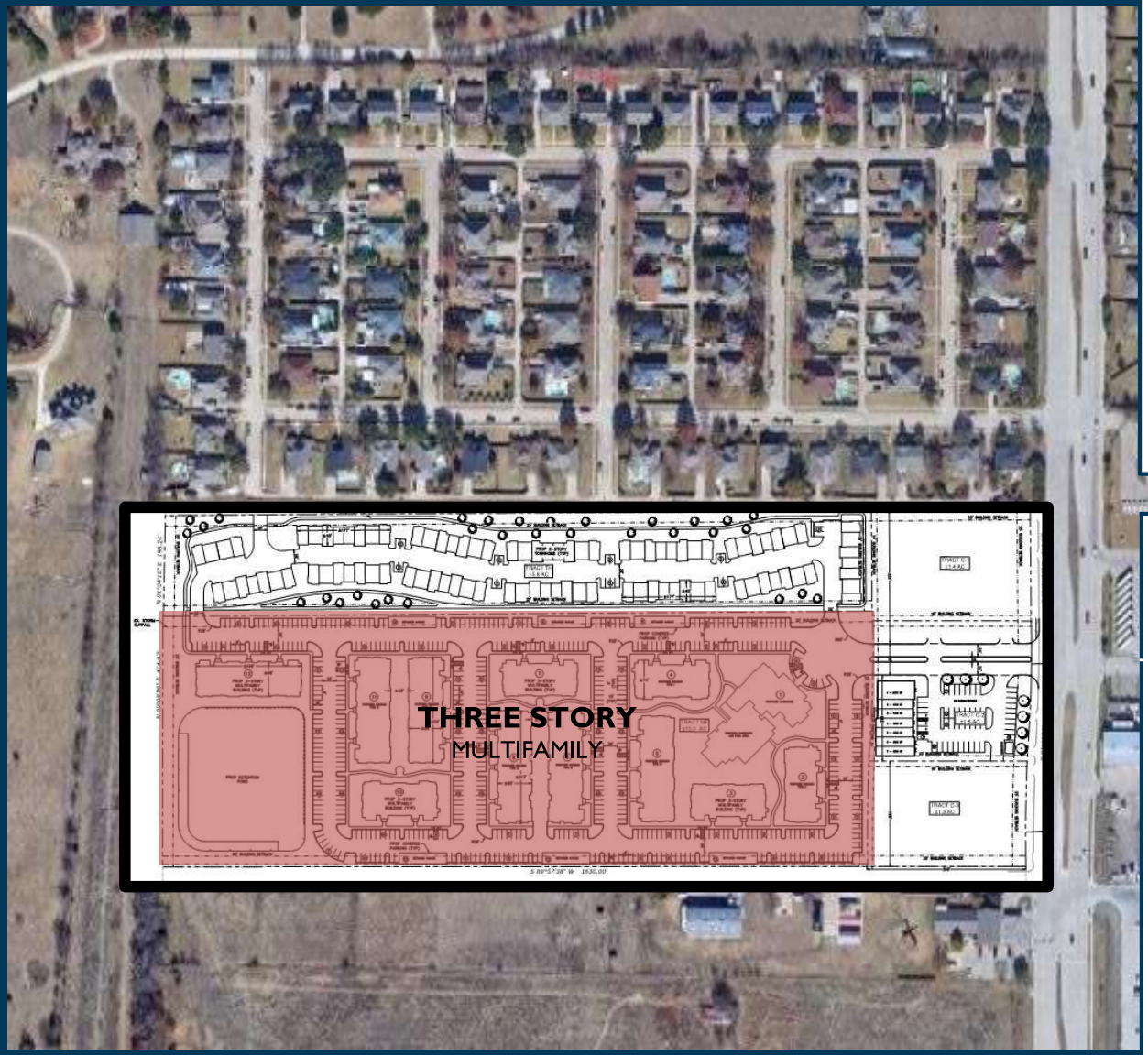
Students per Teacher[1]	
WYLIE ISD	**17**
DODD ELEMENTARY	18
DRAPER INTERMEDIATE	16
COOPER JUNIOR HIGH	16
WYLIE HIGH	17

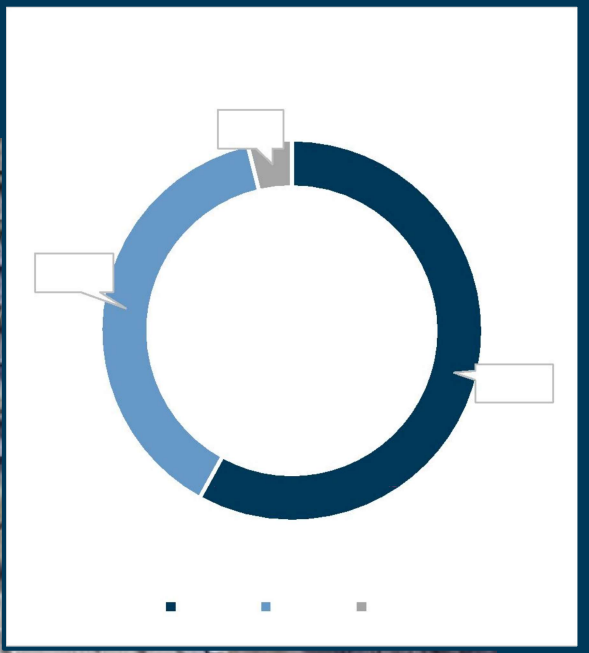
AHC 11-PROPERTY PORTFOLIO AVERGAGE (%)

Under 18	4%
18-24	13%
25-34	44%
35-44	16%
45-64	18%
65-74	4%
75 and older	2%

[1]Source: Wylie ISD

PLANNING
MULTIFAMILY





Rent	SF	$ per month
Smallest	658	$1,165
Average	929	$1,447
Largest	1,400	$1,975

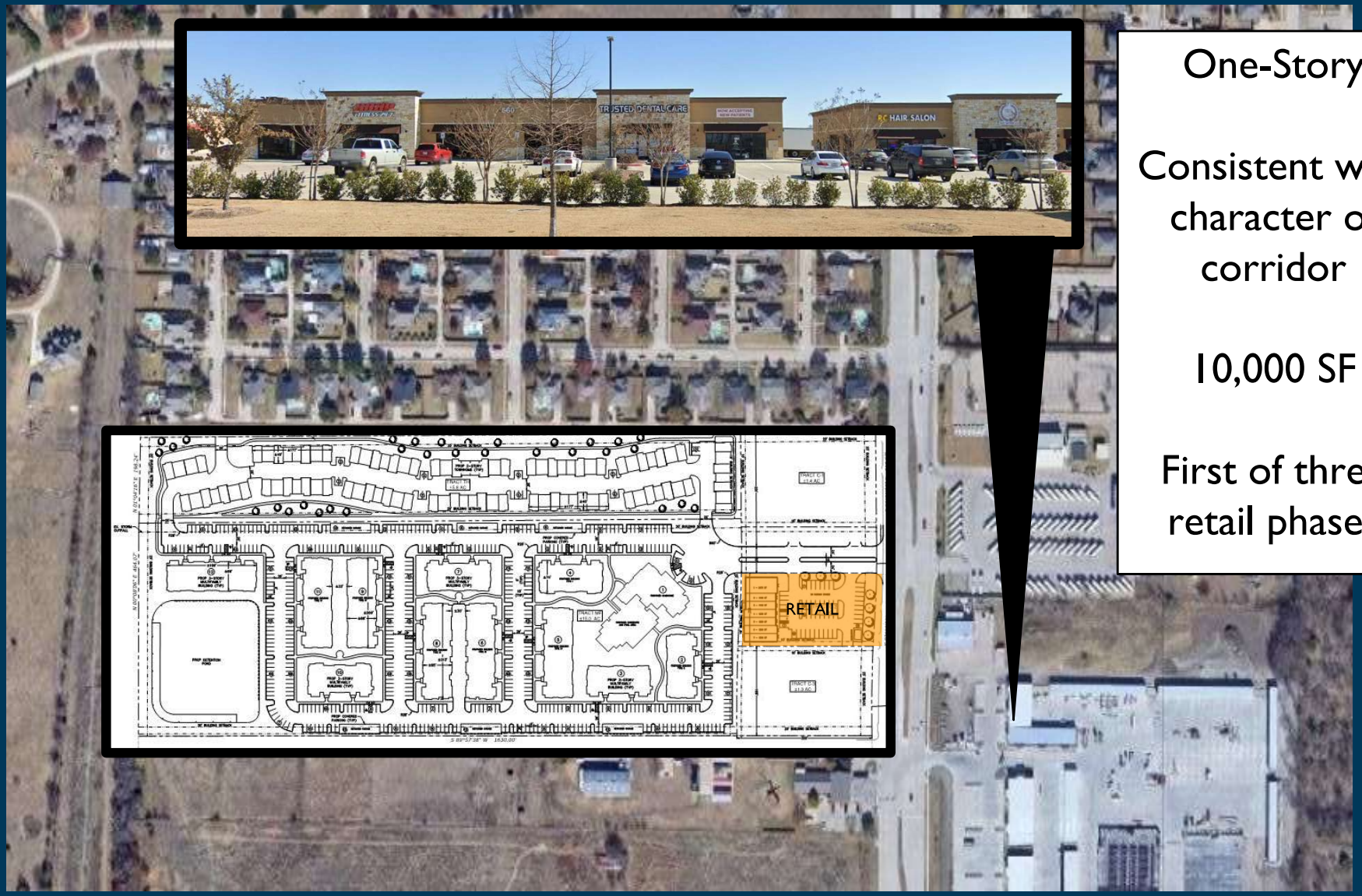
MULTIFAMILY

CLUBHOUSE ELEVATION

MULTIFAMILY
BUILDING ELEVATION

PLANNING

RETAIL



One-Story

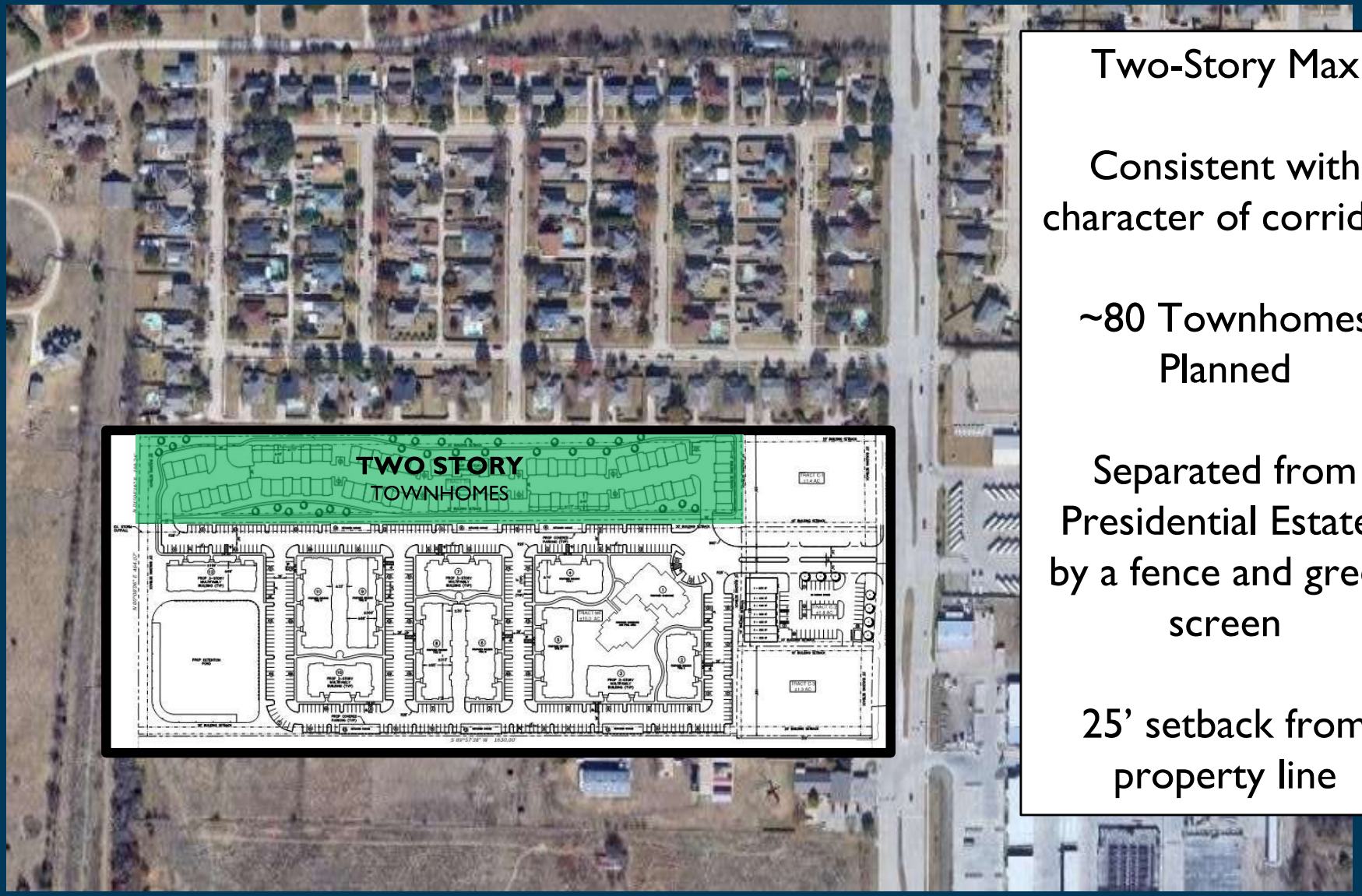
Consistent with character of corridor

10,000 SF

First of three retail phases

RETAIL
ELEVATION

PLANNING
TOWNHOMES



Two-Story Max

Consistent with character of corridor

~80 Townhomes Planned

Separated from Presidential Estates by a fence and green screen

25’ setback from property line

PLANNING

TIMING

MF PROJECT COST	$54,650,111
ANNUAL PROPERTY TAXES	$1,039,449

IN SUMMARY…

We aim to bring a beautiful, thoughtful assembly of luxury multifamily and convenience retail to the area, satisfying the City's future land use plan, addressing the housing and commercial needs of a growing city, and complementing the surrounding uses both functionally and aesthetically.

Presidential Estates will be buffered from the retail by a 200' vacant land buffer in the near term and, eventually, by a fence + green screen and 25' setback.

We are proposing a code-mandated access point connecting to Washington Place to serve as emergency and maintenance access, which will not be used for resident ingress/egress.

We have enjoyed working alongside the folks at The City of Wylie, whose efforts to grow the city strategically, without losing what makes the fabric of the city great, are what attracted us to the area. We share a similar ethos and look forward to bringing our unique brand of multifamily and retail to the neighborhood.

Wylie City Council

AGENDA REPORT

Department: Planning **Account Code:**

Prepared By: Jasen Haskins, AICP

Subject

Discuss a potential change of zoning from Commercial Corridor to Planned Development (PD-CC-MF) on approximately 22 acres, generally located on the southwest corner of SH 78 and Wylie East Drive.

Recommendation

Discussion.

Discussion

Property owners and developers are seeking Council input on a potential planned development on approximately 22 acres on the southwest corner of SH 78 and Wylie East Drive.

The current proposal includes a mix of commercial uses on the corners of SH 78 and Wylie East Drive and SH 78 and Anson Parkway, and single-family style rental units on the interior of the property.

DHI COMMUNITIES
a D.R. Horton Company
DHI COMMUNITIES
WYLIE MIXED USE

SITE:

22 ACRES LOCATED SOUTH OF STATE HIGHWAY 78 ,BETWEEN ANSON PARKWAY AND WYLIE EAST DRIVE.

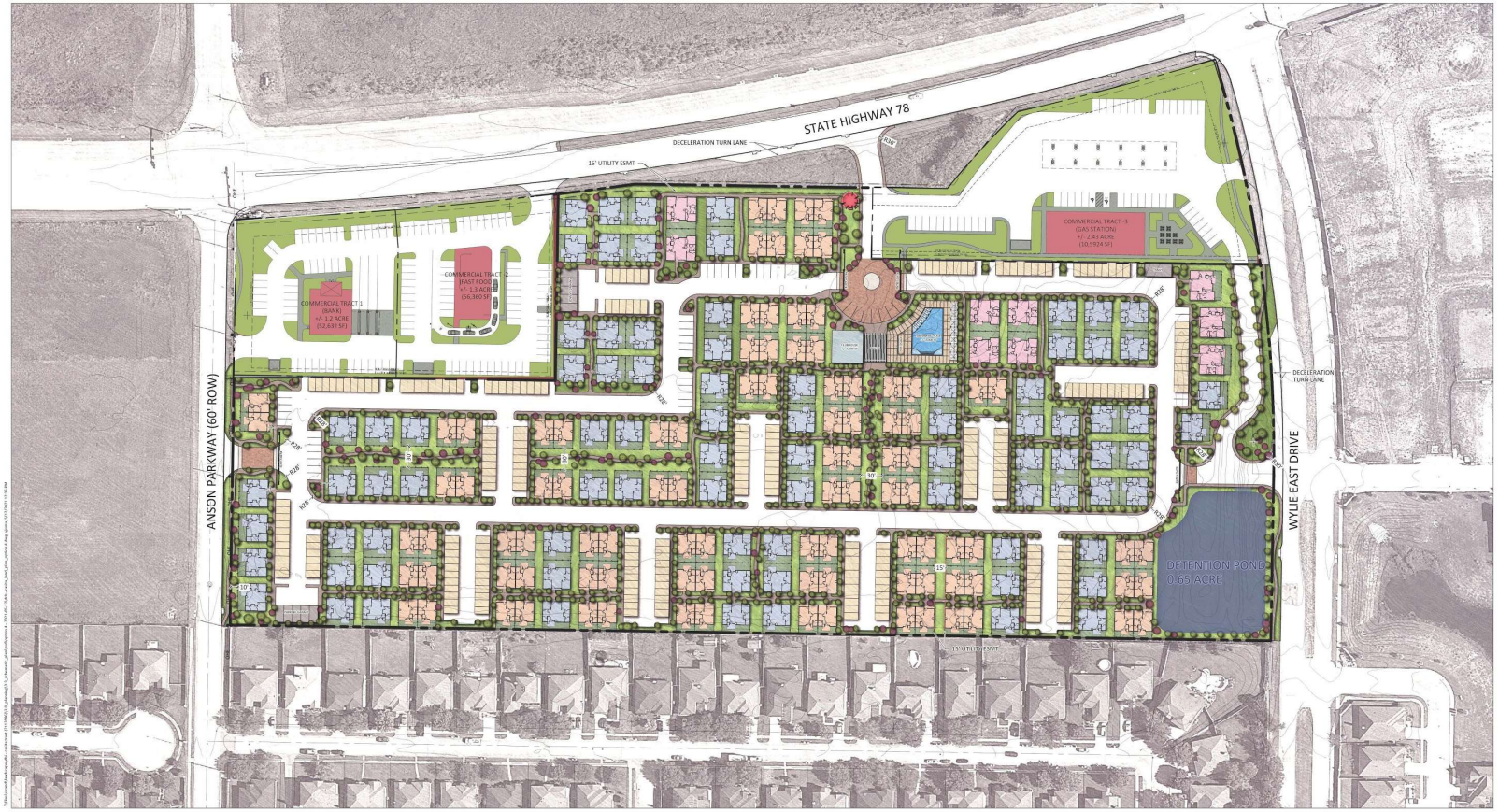
CURRENTLY ZONED CC: COMMERCIAL CORRIDOR

PROPOSED ZONING: PD PLANNED DEVELOPMENT

2012 CITY OF WYLIE COMPREHENSIVE LAND USE PLAN: GENERAL URBAN SECTOR

THE SITE IS BORDERED ON THE SOUTH AND EAST BY SINGLE FAMILY AND WYLIE EAST HIGH SCHOOL WITHIN WALKING DISTANCE

Proposed Site Plan



prepared for

D·R·HORTON
America's Builder

PLANNING + LANDSCAPE ARCHITECTURE

STRAND

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information shown hereon should be considered a graphic representation to aid in determining plan components and relationships and is not to be relied upon for precise measurements. Lot dimensions, road alignments, drainage, floodplains, environmental issues and other influences shown is based on information that may not be accurate for your purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

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18003 TECHNOLOGY BLVD WEST | DALLAS TEXAS 75220 | 972 620 8204

5/12/2021

± 22 ACRES OF LAND

CASITA TRACT

SCHEMATIC PLAN
OPTION - 4

PRELIMINARY UNITS COUNT TABLE					
RESIDENTIAL TYPE	BUILDING	UNITS	PERCENTAGE	BEDROOM	
DUPLEX	49	98	51.3%	98	
2 BEDROOM	84	84	44.0%	168	
3 BEDROOM	9	9	4.7%	27	
TOTAL	133	191	100.0%	293	
RESIDENTIAL NET ACREAGE	+/- 17 ACRE				
DENSITY (DU/AC)	11.24				

PRELIMINARY PARKING SPACE TABLE		
TYPE	SPACE	PERCENTAGE
OPEN PARKING	99	27.7%
COVERED PARKING	248	69.5%
GARAGE PARKING	10	2.8%
TOTAL	357	100.0%
PARKING PER D.U.	1.87	
PARKING PER BEDROOM	1.22	

REASONS FOR RE-ZONING

1- The 2012 City of Wylie Comprehensive Land Use Plan has this parcel shown as “General Urban Sector” which “primarily supports the retail, service, office, light production and research and development uses. Some high-density residential development may occur with the Urban Zone”.

Our proposed plan is the best use for this site. We have shown retail along SH 78 to an appropriate depth and have included for rent single family units behind. These units will provide Class A alternate housing for the residents of Wylie.

2- The 2012 City of Wylie Comprehensive Land Use Plan states that “the major corridor of SH 78 [is] reflecting the pressure for a quick commercial development and redevelopment.”

We believe that maintaining retail along SH 78 is vital for the development of the major corridor, will serve the residents well, and will further strengthen the desire and design associated with the Comprehensive Land Use Plan.

3- This development will provide an opportunity for more people to live in walkable and bikeable neighborhoods as it is near both Wylie East High School and Eureka Park.

Retail along SH 78- Concept Rendering

Previous DHI Commercial Retail

Previous DHI Commercial Retail

Conceptual elevations for retail along SH 78.

The southwest corner of Hwy 78 and Wylie East Blvd will contain a combination of a convenience store with inline retail and a restaurant.

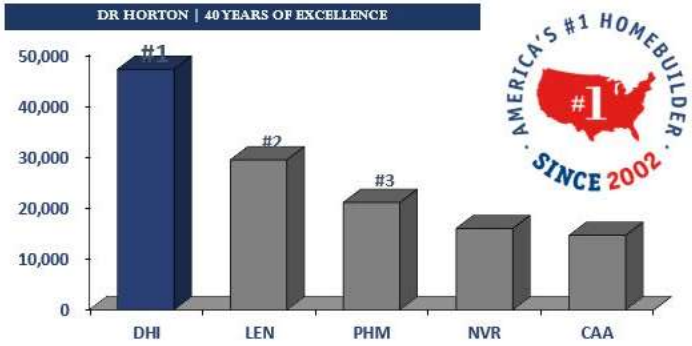
Single Family Rental- Concept Rendering

Conceptual elevations for single family for rent product. There would be 133 total units that consist of one, two, and three bedroom options.

One bedroom- 750 sf
Two bedroom- 1,000 sf
Three bedroom- 1,300 sf

WE ARE AMERICA'S BUILDER | DR HORTON

DR HORTON | 40 YEARS OF EXCELLENCE

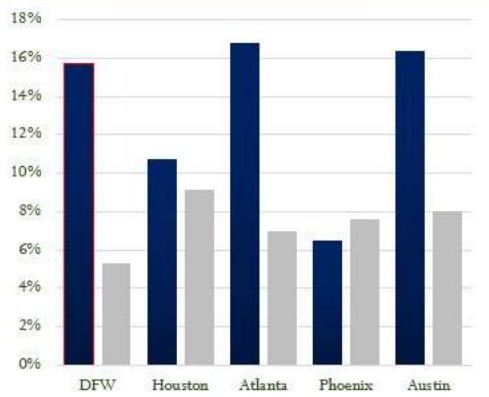


TTM closings for the period ended 12/31/17 for DHI, PHM, NVR and CAA and the period ended 11/30/17 for LEN

It's one of the greatest opportunities we have as Americans. It's that special place where our memories are made - the place we call home. Since 1978, we've been delivering the American dream. We believe in a vision of home for everyone, a home for every stage in life.

Our foundation is a single, guiding principle: a value-first dedication to the individual needs of each and every one of our nation's home buyers and renters.

TOP 5 MARKETS | DR HORTON



** Source: Builder magazine - 2017 Local Leaders issue, rankings based on homes closed in calendar 2016*

APARTMENT LIVING	ENTRY LEVEL	FIRST TIME / MOVE UP	LUXURY	ACTIVE ADULT
DHI COMMUNITIES a D.R. Horton Company	Express Homes	D·R·HORTON America's Builder	EMERALD HOMES	FREEDOM HOMES
19 markets | 10 states 6 regions | Started 2015	58 markets | 21 states ASP $233k	79 markets | 26 states ASP $318k	39 markets | 16 states ASP $610k	22 markets | 12 states ASP $262k

** Measured by sold, active or acquired land*

RELATIONSHIPS

With over 40 years in the Construction and Home Building Industry, DR Horton has established and maintained relationships across the Nation.

Those relationships have carried over to DHI Communities since it was founded in 2015. We have continued to expand with geographic diversity and knowledge. Our access to vendors on a National footprint has allowed us to provide each community with superior products and materials. We are proud to provide Class A garden-style apartment projects in markets across the country.

JamesHardie

MOEN

ACME BRICK brick.com

daltile

Whirlpool

MOHAWK

SHERWIN WILLIAMS

Wylie City Council

AGENDA REPORT

Department: Citizen's Bond Advisory Committee **Account Code:**

Prepared By: Chris Holsted

Subject

Discuss potential Bond Election projects and proposition verbiage.

Recommendation

N/A

Discussion

Continue discussions for the Bond Election projects and discuss the required proposition(s) verbiage for the stated purposes.

Financial Summary/Strategic Goals

RANK (1)	NAME	COST	TOTAL	TAX RATE (2)	ESTIMATED YEARLY TAX INCREASE					
					150,000	200,000	250,000	300,000	350,000	400,000
1	Lavon Lake Parks	$ 15,000,000	$ 15,000,000	0.02143	$ 32.14	$ 42.86	$ 53.57	$ 64.29	$ 75.00	$ 85.71
2	McMillen Drive	$ 20,600,000	$ 35,600,000	0.05086	$ 76.29	$ 101.71	$ 127.14	$ 152.57	$ 178.00	$ 203.43
3	Park Blvd	$ 10,000,000	$ 45,600,000	0.06514	$ 97.71	$ 130.29	$ 162.86	$ 195.43	$ 228.00	$ 260.57
4	Culvert/Bridge Repair	$ 2,000,000	$ 47,600,000	0.06800	$ 102.00	$ 136.00	$ 170.00	$ 204.00	$ 238.00	$ 272.00
5	Intersection/Signal Imp	$ 3,400,000	$ 51,000,000	0.07286	$ 109.29	$ 145.71	$ 182.14	$ 218.57	$ 255.00	$ 291.43
6	Street/Alley Replacement	$ 5,000,000	$ 56,000,000	0.08000	$ 120.00	$ 160.00	$ 200.00	$ 240.00	$ 280.00	$ 320.00
7	Downtown Improvements	$ 2,000,000	$ 58,000,000	0.08286	$ 124.29	$ 165.71	$ 207.14	$ 248.57	$ 290.00	$ 331.43
8	Founders Park	$ 10,000,000	$ 68,000,000	0.09714	$ 145.71	$ 194.29	$ 242.86	$ 291.43	$ 340.00	$ 388.57
9	Stone Road	$ 10,750,000	$ 78,750,000	0.11250	$ 168.75	$ 225.00	$ 281.25	$ 337.50	$ 393.75	$ 450.00
10	Station 2 Reloc	$ 15,500,000	$ 94,250,000	0.13464	$ 201.96	$ 269.29	$ 336.61	$ 403.93	$ 471.25	$ 538.57
11	Municipal Complex Imp.	$ 6,700,000	$ 85,450,000	0.12207	$ 183.11	$ 244.14	$ 305.18	$ 366.21	$ 427.25	$ 488.29
12	Senior Center Exp.	$ 5,000,000	$ 90,450,000	0.12921	$ 193.82	$ 258.43	$ 323.04	$ 387.64	$ 452.25	$ 516.86
13	Aquatics (Indoor+Outdoor)	$ 28,000,000	$ 118,450,000	0.16921	$ 253.82	$ 338.43	$ 423.04	$ 507.64	$ 592.25	$ 676.86
14	Sachse Road	$ 3,000,000	$ 121,450,000	0.17350	$ 260.25	$ 347.00	$ 433.75	$ 520.50	$ 607.25	$ 694.00
15	Station 5 Const	$ 14,400,000	$ 135,850,000	0.19407	$ 291.11	$ 388.14	$ 485.18	$ 582.21	$ 679.25	$ 776.29
16	Animal Shelter	$ 2,500,000	$ 138,350,000	0.19764	$ 296.46	$ 395.29	$ 494.11	$ 592.93	$ 691.75	$ 790.57
17	Braddock Park	$ 5,000,000	$ 143,350,000	0.20479	$ 307.18	$ 409.57	$ 511.96	$ 614.36	$ 716.75	$ 819.14
18	Parkside Park	$ 3,500,000	$ 146,850,000	0.20979	$ 314.68	$ 419.57	$ 524.46	$ 629.36	$ 734.25	$ 839.14

(1) 13 Survey responses received at time of ranking

(2) Assumes Total Assessed Value of $4,900,000,000, and a cost of $70,000/million financed

STREETS			
RANK	**NAME**		**COST**
1	McMillen Drive	$	20,600,000
	Park Blvd	$	10,000,000
2	Culvert/Bridge Repair	$	2,000,000
3	Stone Road	$	10,750,000
3	Downtown Improvements	$	2,000,000
3	Intersection/Signal Imp	$	3,400,000
6	Street/Alley Replacement	$	5,000,000
	Sachse Road	$	3,000,000
	TOTAL	**$**	**56,750,000**

PARKS			
RANK	**NAME**		**COST**
1	Lavon Lake	$	15,000,000
2	Senior Center Exp.	$	10,000,000
3	Municipal Complex Imp.	$	6,700,000
3*	Aquatics (Indoor+Outdoor)	$	28,000,000
4	Braddock Park	$	5,000,000
5	Parkside Park	$	3,500,000
6	Founders Park	$	10,000,000
	TOTAL	**$**	**78,200,000**

FACILITIES			
RANK	**NAME**		**COST**
1	Station 2 Reloc	$	15,500,000
2	Animal Shelter	$	2,500,000
3	Station 5 Const	$	14,400,000
	TOTAL	**$**	**32,400,000**

Category	Name	Units (SF, SY, LF, EA, etc.)	No. of Units	Unit Price	Total	Matching Funds	Description / Notes	Map #	Tax Rate
Continunity of Operations	Generator - Rec/City Hall	Ea	1	$ 1,000,000	$ 1,000,000		Generator at the municipal complex for sheltering at rec center. Depending on cost and complexity city hall could maybe be included as well.		0.14
Drainage	Culvert and Bridge Maintenance and Repair	EA	1	$ 2,000,000	$ 2,000,000		Repair and replace drainage facilities including pipes, culverts, bridges, channels and ponds. Current identified projects include: W.A. Allen Pkwy. near Foxwood Ln. (both sides of bridge) / Alanis Dr. near old landfill (one side of bridge) / Collins Blvd. between Thornwood Dr. & Saddle Ridge Dr. (one side of bridge) / Woodbridge Pkwy. near Hensley Ln. (both side of bridge) / Ray Hubbard Way (one side of bridge) / Country Club Rd. near Lakefield Dr. (both sides of bridge) / Pleasant Valley Road culvert replacement.		0.29
Drainage	Rowlett Dam Site #4 Permanent Improvements	EA	1	$ 2,500,000	$ 2,500,000				0.36
Facilities	Animal shelter expansion	EA	1	$ 2,500,000	$ 2,500,000		5,000 sf expansion of existing facilities		0.36
Parks	Aquatic Facility (indoor and outdoor)				$ 28,000,000		Rank #2,5,6 on the MP, Operational cost of facility will require tax rate increase		4.03
Parks	Lavon Lake Facility				$ 15,000,000		Rank #3,4 on the MP. Consultant developing detailed cost projection		2.16
Parks	Founders Park Improvements				$ 20,000,000		The last two phases did not complete the park. Football was also added to this park after the last design was finalized. The improvements are really a total rework of the park, to a new park. What has been done had provided pieces, this plan looks at how the entire park functions and comes in line with how it is actually being used. This plan creates new and easier to maintain football fields that are currently ranked #9 on the MP.		2.88
Parks	Municipal Complex Trail lighting				$ 700,000		Rank #8 on the MP		0.10
Parks	Braddock Park				$ 5,000,000		Rank #1 and #11 on the MP (this park contains trails and benches/seating)		0.72
Parks	Parkside Park				$ 3,500,000		Rank #1 and #11 on the MP (this park contains trails and benches/seating)		0.50
Parks	Wylie Senior Center expansion and updates				$ 10,000,000		This item ranks #17 on the MP.		1.44
Parks	Wylie Recreation Center expansion				$ 4,000,000		This item ranks #22 on the MP.		0.58
Parks	Parks Service Center expansion and updates				$ 4,000,000		This is for office and maintenance staff this is not for a park specific item. Areas for equipment staging needs to be addressed, there is a need for additional room for Parks and PW equipment. This funding could come from utility fund not bond funding.		0.58
Parks	Municipal Complex-Parking and site work				$ 6,000,000		Much of this work can be incorporated into the other projects. This amount was called out seperately in the master plan so I kept it seperate. It is mainly parking for the other amenities like aquatics and amphitheater.		0.86
Parks	Municipal Complex -Destination playground				$ 2,500,000				0.36
Parks	Municipal Complex-Amphitheater				$ 1,000,000				0.14
Parks	Municipal Complex-Celebration Meadow				$ 1,000,000				0.14
Parks	Municipal Complex-Dog Park				$ 1,500,000				0.22
Parks	Brown House improvements				$ 1,000,000				0.14
Public Safety - Fire	Station 2	EA	1	$ 13,400,000	$ 13,400,000		Rebuild or relocate fire station 2 to address overcrowding, lack of living/bay space, and gender concerns. Includes 2 years of escalation at 3%. Station 2 was constructed in 1998. It was originally designed to house 4-6, however 8 indviduals are currently assigned there.		1.93
Public Safety - Fire	Training Field	EA	1	$ 2,100,000	$ 2,100,000		Provide funding for a burn tower that will incorporate several other training disciplines. Includes 2 years of escalation at 3%		0.30
Public Safety - Fire	Station 5	EA	1	$ 14,400,000	$ 14,400,000		Construct fire station 5 in the southeast part of the city. Funding includes FFE, apparatus, and new equipment needed to open the facility. Includes 6 years of escalation at 3%		2.07
Public Safety - Fire	Station 1	EA	1		$ 13,000,000		Relocate fire station 1 to Pleasant Valley/Ballard on already owned land. Includes 10 years of escalation at 3%		1.87
Public Safety - Fire	Fire Safety	EA	1		$ -				0.00
Sidewalk	Sidewalk Replacements		1	$ 400,000	$ 400,000		Replace walk $50/LF. Replace ramp $1,000/EA. Downtown sidewalk & ramp rebuild ($100,000). Current sidewalk replacements in queue (03/29 count 1,265 panels at $200/EA, $253,000).		0.06
Sidewalk	City-wide Sidewalk Additions		1	$ 500,000	$ 500,000		New walk $30/LF. Alanis Drive ($30,000, Dodd to Hall & Canyon to North Lake). Lakefield Drive, north side. Other walks required throughout the City.		0.07
Signal	McCreary Road at Hensley Lane Traffic Signal Addition	EA	1	$ 300,000	$ 300,000		$50k engineering & $250k construction costs. Includes ramps and pedestrian assemblies as needed.		0.04
Signal	Park Boulevard at Forrest Ross Traffic Signal Addition	EA	1	$ 400,000	$ 400,000		$100k engineering & $300k construction costs. Includes ramps and pedestrian assemblies as needed.		0.06
Signal	Brown Street at Eubanks Lane Traffic Signal Addition	EA	1	$ 300,000	$ 300,000		$50k engineering & $250k construction costs. Includes ramps and pedestrian assemblies as needed.		0.04
Signal	Alanis Drive at FM 544 Traffic Signal Addition	EA	1	$ 400,000	$ 400,000		$100k engineering & $300k construction costs. Includes ramps and pedestrian assemblies as needed.		0.06
Signal	Brown Street at Kreymer Lane Traffic Signal Addition	EA	1	$ 300,000	$ 300,000		$50k engineering & $250k construction costs. Includes ramps and pedestrian assemblies as needed.		0.04
Signal	Brown Street at Wylie East Drive Traffic Signal Addition	EA	1	$ 300,000	$ 300,000		$50k engineering & $250k construction costs. Includes ramps and pedestrian assemblies as needed.		0.04
Signal	Sachse Road at Pleasent Valley Road Traffic Signal Addition	EA	1	$ 400,000	$ 400,000		$100k engineering & $300k construction costs. Includes ramps and pedestrian assemblies as needed.		0.06
Streets	McMillen Drive Improvements (McCreary Rd to Country Club Rd)	LS	1	$ 20,600,000	$ 20,600,000		Expansion of 2-lane asphalt roadway to 4-lane concrete with 6-lane bridge section. Ultimate roadway width 6-lanes.	W6	2.97
Streets	Pleasant Valley (Dallas County Line to City Limit)	EA	1	$ 6,210,000	$ 6,210,000	Dallas County	Dallas County project from MCIP 7th Call. Widen existing two lane asphalt road to 4 lane concrte road with sidewalks.		0.89
Streets	Pleasant Valley (Dallas County Line to Ballard Avenue)	LF	3,000	$ 1,100	$ 3,300,000		Widen existing two lane asphalt road to 4 lane concrte road with sidewalks.		0.48
Streets	Sachse Road (Dallas County Line to City Limit)	EA	1	$ 3,000,000	$ 3,000,000	Dallas County	Dallas County project from MCIP 7th Call. Four 12' lane concrete thoroughfare with curb and gutter. Widen existing bridge to match proposed road section.		0.43
Streets	Intersection Improvements	EA	10	$ 100,000	$ 1,000,000		Costs to provide pedestrian improvements to signaled intersections on FM 544 and Hwy 78, once TxDOT hands over maintenance responsibility to the City of Wylie. Includes pushbutton, detection and luminaries for all required intersections.		0.14
Streets	Downtown Improvements / Updates	EA	1	$ 2,000,000	$ 2,000,000		Based on results of downtown studies and Traffic Impact Analysis, estimated costs to provide signage, curb, striping and pedestrian improvements.		0.29

Category	Name	Units (SF, SY, LF, EA, etc.)	No. of Units	Unit Price	Total	Matching Funds	Description / Notes	Map #	Tax Rate
Streets	Street Repair / Replacement	YR	10	$ 500,000	$ 5,000,000		Increase the streets budget by $500k each year for 10 years to keep up with concrete and paving failures.		0.72
Streets	Woodbridge Parkway (FM 544 to Hensley Ln)	LF	5,500	$ 423	$ 2,330,000		Expansion of 4-lane to 6-lane concrete roadway.	W5A	0.34
Streets	Park Blvd (FM 1378 to Westgate Way)	LF	4,850	$ 2,062	$ 10,000,000		Expansion of 2-lane concrete roadway to 4-lane concrete, with future 6-lanes. EOPC ($7.9M) plus engineering, survey and ROW ($2.1M). Assistance from St. Paul needed for connection to Parker Road.	W11	1.44
Streets	Sanden Blvd (FM 544 to SH 78)	LF	3,700	$ 834	$ 3,090,000		Expansion of 2-lane concrete roadway to 4-lane divided concrete roadway.	W14	0.44
Streets	Ann Drive (Kamber Lane to Franklin Lane)	LF	800	$ 963	$ 780,000		Build 2-lane undivided roadway.	W15	0.11
Streets	Forrest Ross Road (Railroad Tracks to Park Blvd)	LF	2,650	$ 1,150	$ 3,050,000		Expansion of 2-lane asphalt roadway to 4-lane divided concrete.	W19	0.44
Streets	Hensley Lane (Woodbridge Pkwy to Sanden Blvd)	LF	5,250	$ 984	$ 5,170,000		Expansion of 2-lane concrete roadway to 4-lane divided concrete roadway.	W20	0.74
Streets	Hensley Lane (Sanden Blvd to SH 78)	LF	700	$ 4,004	$ 2,810,000		Build 4-lane divided concrete roadway.	W21	0.40
Streets	Steel Road (Springwell Pkwy to Regency Dr)	LF	450	$ 924	$ 420,000		Build a 2-lane undivided roadway.	W24	0.06
Streets	Alanis Drive (SH 78 to S Ballard)	LF	6,100	$ 324	$ 1,980,000		Expansion of 3-lane concrete roadway to 4-lane undivided concrete roadway.	E1A	0.29
Streets	Stone Road (FM 544 to East City Limit)	LF	9,400	$ 1,143	$ 10,750,000		Expansion of 2-lane undivided asphalt roadway to 4-lane divided concrete roadway.	E12	1.55
Streets	County Line Road (FM 544 to Troy Rd)	LF	5,000	$ 1,128	$ 5,640,000		Expansion of 2-lane undivided asphalt roadway to 4-lane divided concrete roadway.	E14	0.81
Streets	Kreymer Lane (SH 78 to City Limit)	LF	5,050	$ 1,127	$ 5,700,000		Expansion of 2-lane undivided roadway to 4-lane divided concrete roadway.	E15	0.82
Streets	Troy Road (County Line Road to City Limits)	LF	3,600	$ 862	$ 3,110,000		Expansion of 2-lane undivided asphalt roadway to 4-lane divided concrete roadway.	E17	0.45
Streets	Old Alanis Drive (SH 78 to End of old alignment)	LF	1,200	$ 2,716	$ 3,260,000		Expansion of 2-lane undivided concrete roadway to 4-lane divided concrete roadway.	E25	0.47
Streets	Vinson Road (County Line Rd to South Ciy Limit)	LF	1,400	$ 1,748	$ 2,450,000		Expansion of 2-lane undivided asphalt roadway to 4-lane divided concrete roadway.	E27	0.35
				TOTAL	**$ 259,050,000**				

NORTON ROSE FULBRIGHT

City of Wylie, Texas

Timetable for a Bond Election on Tuesday, November 2, 2021

(Dates are subject to change if Legislative action is taken affecting the timeline)

Event	Time Required[1]	Date	Done
City confers with financial advisor/bond counsel	At least 4 weeks before calling election	July 14, 2021 (Wed.)	
City staff explores polling locations [and joint election agreement with election official]	At least 2 weeks before calling election	July 28, 2021 (Wed.)	
City Council adopts an ordinance or resolution calling the election	Not more than 90 days or less than 78 days prior to election[2]	*Not earlier than* August 4, 2021 (Wed.) *and not later than* August 16, 2021 (Mon.)	
Bond counsel orders translations (in all applicable languages)	Immediately after calling the election	*To be determined.*	
Bond counsel delivers ballot language to county election official	determined by the election official	*Estimated* August 18, 2021 (Wed.)	
Bond counsel delivers notice of election to the election official[3]	Not later than 60 days before election	*Not later than* September 3, 2021 (Fri.)	
City staff publishes first notice of election in all applicable languages	Not more than 30 days or less than 14 days prior to election[4]	*Not earlier than* October 3, 2021 (Sun.) *and not later than* October 19, 2021 (Tues.)	
Last day to register to vote	30 days prior to election	October 3, 2021 (Sun.)	
City staff posts notice of election (all applicable languages) prominently on the City's website	Not later than 21 days prior to election until after election day	*Not later than* October 12, 2021 (Tues.)	
City staff posts sample ballot on the City's website	Not later than 21 days prior to election until after election day	*Not later than* October 12, 2021 (Tues.)	
City staff posts notice of election (all applicable languages) at City Hall on the bulletin board used for posting meeting notices	Not later than 21 days prior to election until after election day	*Not later than* October 12, 2021 (Tues.)	
City staff posts notice of election (all applicable languages) at three public places within the City[5]	Not later than 21 days prior to election until after election day	*Not later than* October 12, 2021 (Tues.)	
City staff publishes second notice of election (all applicable languages)	Exactly one week after first publication	One week following first publication	
Early voting begins	17 days prior to election[6]	October 18, 2021 (Mon.)	
Early voting ends	4 days prior to election	October 29, 2021 (Fri.)	
Election day	1st Tuesday after the 1st Monday in November	November 2, 2021 (Tues.)	
City Council canvasses election returns	Not later than 11 days after election and not earlier than the later of: (1) the 3rd day after election; (2) the date the provisional ballots have been counted; or (3) the date that all timely cast overseas ballot have been counted[7]	November 5, 2021 (Fri.) through November 13, 2021 (Sat.)[8]	
End of election contest period	Later of 30 days after canvassing or 15 days after electronic records available	Determined by canvass date	

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

[2] This window is August 4, 2021 (Wed.) to August 16, 2021 (Mon.). Notice of the meeting to call the election should be posted at least 72 hours prior to the meeting. In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements need not be followed but may be. Gov't Code § 1201.028. If so, all readings should occur within the "call window."

[3] Bond Counsel will provide the election official with appropriate Notices of Election for each polling location.

[4] The first day to publish the first time is October 3, 2021 (Sun.), and the last day to publish the first time is October 19, 2021 (Tues.). The second publication must occur one week after the first publication on the same day of the week as the first publication.

[5] In home-rule cities, charter requirements for election notices must be followed. Ordinance reading requirements may be followed but need not be. Gov't Code § 1201.028.

[6] This early voting period applies only to the November election date. Because the first day of the early voting period falls on Saturday, October 16, 2021, the date moves to the next business day. The results from early voting are not available until 7:00 p.m. on election day.

[7] This applies to a November election in odd-numbered years. Notice of the meeting to canvass the election should be posted at least 72 hours prior to the meeting.

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

CITY OF WYLIE

Wylie City Council

AGENDA REPORT

Department: Finance **Account Code:**

Prepared By: Debbie Przyby

Subject

Discuss FY 2022 Budget.

Recommendation

Discussion

Discussion

Budget Work Session Fiscal Year 2021-2022

July 13, 2021

General Fund Summary

Audited General Fund Unassigned Ending Balance 09/30/21	**$ 21,914,768**	
Audited General Fund Assigned Ending Balance on 09/30/21	**$ -**	
Projected '21 Revenues	49,938,348	a)
Available Funds	71,853,116	
Projected '21 Expenditures	(46,311,939)	
Estimated Ending Fund Balance 09/30/21	$ 25,541,177	
Estimated Beginning Fund Balance - 10/01/21	**$ 25,541,177**	
Proposed Revenues '22	48,540,720	b)
Proposed Expenditures '22	(43,755,024)	
Recommended Requests (Recurring Expense)	(1,536,609)	
New/Replacement Fleet & Equipment & One Time Uses	(697,400)	
Additional Funds Available for Allocation	(2,551,687)	
Estimated Ending Fund Balance 09/30/22	$ 25,541,177	(c)

a) Sales Tax is Oct - Apr actual collected plus a 5% increase on 2019-20 May - Sep actuals.

b) Proposed revenues include estimated no new revenue rate and 2% growth on projected FY 2021 sales tax.

c) Fund balance is 53% of expenditures.

Budget Recommendations (Personnel) General Fund

Dept	Description	Amount
Facilities	Maintenance Technician	$ 71,111
Purchasing	Senior Buyer	$ 92,460
Police	Two Detention Officers (2)	$ 173,321
Police	Training Coordinator	$ 79,324
Police	Mental Health Coordinator - Part Time	$ 32,575
Police	Quartermaster - Part Time	$ 17,953
Police	Admin Assistant 1 - Part Time	$ 19,038
Fire	Station 4 Captains (3)	$ 481,063
Fire	Station 4 Driver/Engineer (3)	$ 425,084
Animal Control	Reclassify Admin Assistant to Animal Control Officer	$ 3,920
Streets	Lead Signal Technician	$ 66,713
Streets	Equipment Operator	$ 66,212
Library	Reclassify Librarian to Assistant Library Director	$ 7,835
	Total	**$ 1,536,609**

Budget Recommendations (One Time Uses) General Fund

Dept	Description	Amount
Police	Computer Equipment/Software for Patrol Tahoes	$10,000
Fire	Outdoor Warning Siren Replacement	$50,000
Fire	Combined Space Rescue Equipment	$11,100
Streets	Asphalt Roller - Unit #182 Replacement	$21,500
Streets	McCreary Road and Hensley Lane Signal Design	$60,000
Streets	Traffic Signal Control Cabinet	$17,500
Streets	Arrow Directional Board	$14,500
Parks	Cemetery Operations	$50,000
	Total Non Personnel	**$234,600**
Police	Patrol Replacement Tahoes - 4	$255,800
Police	Admin Replacement Tahoes - 2	$101,000
Fire	Replacement Division Chief Vehicle	$60,000
Streets	Replacement of Unit #105	$46,000
	Total Vehicle Replacements	**$462,800**
	Total Non Personnel and Vehicle Replacements	**$697,400**

General Fund
Potential Additional Recommendations
FY 2021-2022

Excess Revenue over Exp. plus recommended requests	$ 2,551,687
<u>Potential Additional Recommendations:</u>	
Recurring:	
Health Insurance (5% Increase)	$ 165,000
Market Adjustment (approximate)	$ 1,500,000
	$ 1,665,000
<u>One Time Uses:</u>	
Tech Upgrades for Council Chambers	$ 150,000
FARO System (Police)	$ 46,340
Ambulance Replacement	$ 350,000
2 Additional Tahoe Replacements (PD)	$ 138,000
Tennis Court Lighting - Partnership with WISD	$ 150,000
Security for Parks Maintenance Facility	$ 30,000
	$ 864,340
TOTAL	**$ 2,529,340**

General Fund Estimated Balance
FY 2021-2022

Est. 09/30/2022 Fund Balance	$ 25,541,177	(a)		
	25%		35%	
Amount required based on FY 2022 balanced budget	$ 12,135,180	(b)	$ 16,989,252	
Excess Fund Balance	$ 13,405,997		$ 8,551,925	

(a) Based on balanced budget (Revenues = Expenditures). This Fund Balance is 53% of expenditures.

(b) It is the goal of the City to achieve and maintain an unassigned fund balance in the general fund equal to 25% of expenditures. The City considers a balance of less than 20% to be cause for concern, barring unusual or deliberate circumstances. If unassigned fund balance falls below the goal or has a deficiency, the City will appropriate funds in future budgets to replenish the fund balance based on a time table deemed adequate by the City Council. **Bond rating agencies prefer 30%.**

Utility Fund Summary

Audited General Fund Unassigned Ending Balance 09/30/20	**$ 13,179,709**	
Audited General Fund Assigned Ending Balance on 09/30/20	**$ -**	
Projected '21 Revenues	23,962,830	
Available Funds	37,142,539	
Projected '21 Expenditures	(23,858,335)	
Estimated Ending Fund Balance 09/30/21	$ 13,284,204	
Estimated Beginning Fund Balance - 10/01/21	**$ 13,284,204**	
Proposed Revenues '22	25,170,434	a)
Proposed Expenditures '22	(20,844,570)	
Recommended Requests (Recurring Expense)	0	
New/Replacement Fleet & Equipment & One Time Uses	(317,500)	
Estimated Ending Fund Balance 09/30/22	$ 17,292,568	b)

a) Assumes 7.25% water rate increase and 2.75% sewer rate increase per the 2020 rate study.

b) Policy requirement is 90 days of operating expenditures. This ending fund balance is 303 days.

Recommended Additions to Budget & Fund Balance Items
Utility Fund

Dept	Description	Amount
Utility Admin	Texas 811 - Utility Locate Contract	$ 15,000
Water	Skid Steer Broom Attachment	$ 4,500
Water	Decker Facility - Privacy Screen Fence/Motor Gate	$ 15,600
Water	Portable Handheld Radios	$ 26,500
Wastewater	Rubber Track Compact Skid Loader w/Trailer	$ 62,300
	Total Equipment	**$ 123,900**
Water	Unit #288 Replacement	$ 47,500
Wastewater	Crew Leader Vehicle	$ 37,500
Utility Billing	Meter Services Vehicle Replacements (3)	$ 108,600
	Total Additional Vehicle and Replacements	**$ 193,600**
	Total Requests	**$ 317,500**

4B Sales Tax Fund Summary

Audited 4B Sales Tax Revenue Fund Ending Balance 09/30/20	**$ 3,529,938**	
Projected '21 Revenues	4,232,103	a)
Available Funds	7,762,041	
Projected '21 Expenditures	(3,193,515)	
Estimated Ending Fund Balance 09/30/21	$ 4,568,526	
Estimated Beginning Fund Balance - 10/01/21	**$ 4,568,526**	
Proposed Revenues '22	4,361,416	b)
Proposed Expenditures '22	(3,566,990)	
Recommended Requests (Recurring Expense)	(34,650)	
Recommended Requests (One Time Uses and Equipment)	$ (432,200)	
Estimated Ending Fund Balance 09/30/22	$ 4,896,102	c)

a) Sales Tax is Oct - Apr actual collected plus a 5% increase on 2019-20 May - Sep actuals.

b) Total includes sales tax revenue and revenue from the Recreation Center.

c) Policy requirement is 25% of budgeted sales tax revenue ($3,789,966 x 25% = $947,492).

Recommended Additions to Budget & Fund Balance Items
4B Sales Tax Fund

Dept	Description	Amount
Recreation Center	Reclass Part-Time GSS to Full-Time	$ 34,650
	Total Personnel	**$ 34,650**
4B Parks	Replacement of Valentine Park Playground	$ 70,000
4B Parks	Spray Rig Addition	$ 66,000
4B Parks	Founders Softball Infield Replacement Fields C and D	$ 55,000
4B Parks	Irrigation Pump Founders Softball	$ 40,000
4B Parks	New Christmas Tree for Holiday Events	$ 8,000
4B Parks	Holiday Lights for Municipal Complex	$ 5,000
4B Parks	Replacement Utility Tractor	$ 50,000
4B Parks	Turf Renovator	$ 13,000
Recreation Center	Aerobics Studio Audio Upgrade	$ 5,200
Stonehaven House	Stonehaven House Phase I	$ 120,000
	Total Equipment and One Time Uses	**$ 432,200**
	Total Requests	**$ 466,850**

Fire Development Fund Summary

Audited Fire Development Fund Ending Balance 09/30/20	**$ 1,570,845**
Projected '21 Revenues	200,716
Available Funds	1,771,561
Projected '21 Expenditures	(1,165,851) a)
Estimated Ending Fund Balance 09/30/21	$ 605,710
Estimated Beginning Fund Balance - 10/01/21	**$ 605,710**
Proposed Revenues '22	260,716
Proposed Expenditures '22	0
Estimated Ending Fund Balance 09/30/22	$ 866,426

a) Includes Station #4 Architect carry forward and $600,000 CMAR in FY 2021.

The CMAR expense and funding was transferred to the Fire Station Construction Fund.

Hotel Occupancy Tax Fund Summary

Audited Hotel Occupancy Tax Fund Ending Balance 09/30/20	**$ 471,211**
Projected '21 Revenues	200,200
Available Funds	671,411
Projected '21 Expenditures	(274,700) a)
Estimated Ending Fund Balance 09/30/21	$ 396,711
Estimated Beginning Fund Balance - 10/01/21	**$ 396,711**
Proposed Revenues '22	200,200
Proposed Expenditures '22	(100,000)
Estimated Ending Fund Balance 09/30/22	$ 496,911

a) Includes $120,000 for Brown House Phase I remodel and $70,000 for Old City Park Sign.

WEDC Fund Summary

Audited Wylie Economic Development Corp Ending Balance 09/30/20	**$ 1,735,327**
Projected '21 Revenues	3,904,938 a)
Available Funds	5,640,265
Projected '21 Expenditures	(4,589,421)
Estimated Ending Fund Balance 09/30/21	$ 1,050,844
Estimated Beginning Fund Balance - 10/01/21	**$ 1,050,844**
Proposed Revenues '22	6,529,322
Proposed Expenditures '22	(5,231,219)
Estimated Ending Fund Balance 09/30/22	$ 2,348,947

a) Sales Tax is Oct - Apr actual collected plus a 5% increase on 2019-20 May - Sep actuals.