

# Wylie City Council Regular Meeting

March 11, 2025 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

## PRESENTATIONS & RECOGNITIONS

PR1. Eagle Scout Lillian Goodrich.

PR2. Women's History Month.

## 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 February 25, 2025 Regular City Council Meeting minutes.
- B. Consider, and act upon, Contract No. W2025-94 for the Finance Department in an estimated amount of \$59,500 for a review of the City's water and wastewater rates and an update to the City's indirect cost allocation model through a cooperative purchasing agreement with HGACBuy (Houston-Galveston Area Council of Governments).
- C. Consider, and act upon, the approval of the purchase of Motorola M500 in-car video systems (formerly WatchGuard) in the estimated annual amount of \$52,712 from Motorola Solutions, Inc. through a cooperative purchasing contract with Texas Department of Information and authorizing the City Manager to execute any necessary documents.
- D. Consider, and act upon, Resolution No. 2025-08(R) authorizing the sole source purchase of ESRI Small Municipal and County Government Enterprise Software under a single three (3) year term from Environmental Systems Research Institute, Inc. (ESRI, Inc.) in the amount of \$190,800.00 and authorizing the City Manager to execute any necessary documents.
- E. Consider, and act upon, Ordinance No. 2025-09 for a change in zoning from Planned Development 2022-06 (PD 22-06) to Commercial Corridor and Commercial Corridor - Special Use Permit (CC & CC-SUP) on 5.43 acres to allow for a drive-through restaurant use and Commercial uses. Property located at 2310 W. FM 544 and 2320 W. FM 544 (ZC 2024-12).

- F. Consider, and act upon, Ordinance No. 2025-10 for a change in zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP) on 1.2 acres to allow for an Automobile Repair Major use. Property located at 2751 Capital St. (ZC 2024-15).
- G. Consider, and act upon, a Final Plat for Kreymer at the Park, being 48 residential lots and two open space lots on 16.484 acres. Property located at 2605 E. Stone Rd.

**REGULAR AGENDA**

- 1. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Downtown Historic District (DTH) to Downtown Historic District - Special Use Permit (DTH-SUP) on 0.23 acres to allow for a Smoking Establishment. Property located at 308 N Ballard Avenue (ZC 2025-02).
- 2. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, pending zoning, between the City of Wylie and Skorburg Retail Corporation for the development of a single family development generally located north and west of Country Club Road and McMillen Road.
- 3. Consider, and act upon, Ordinance No. 2025-11 for a change in zoning from Agricultural District (AG/30) to Single Family - 10 District (SF 10/24) on 59.755 acres to allow for a single-family detached development. Property generally located at 1755 FM 1378 and 1813 and 2241 McMillen Road (ZC 2024-14).

**WORK SESSION**

WS1. Discuss Five Year Financial Plan.

**RECONVENE INTO REGULAR SESSION**

**READING OF ORDINANCES**

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

**ADJOURNMENT**

**CERTIFICATION**

I certify that this Notice of Meeting was posted on March 7, 2025 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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

\_\_\_\_\_  
*Date Notice Removed*

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

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date,

hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

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

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

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

§ 551.087 – Discussing certain economic development matters.

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

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



# Wylie City Council

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## AGENDA REPORT

Department: City Secretary

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

Prepared By: Stephanie Storm

### Subject

Consider, and act upon, approval of February 25, 2025 Regular City Council Meeting minutes.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The minutes are attached for your consideration.

# Wylie City Council Regular Meeting Minutes

February 25, 2025 – 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 6:02 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 Sid Hoover, and Councilman Gino Mulliqi.

Staff present included: Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Communications and Marketing Director Craig Kelly; City Secretary Stephanie Storm; Police Chief Anthony Henderson; Parks and Recreation Assistant Director Brent Stowers; Finance Director Melissa Brown; Library Director Ofilia Barrera; Public Works Director Tommy Weir; Purchasing Manager Chris Rodriguez; Community Services Director Jasen Haskins; and various support staff.

## INVOCATION & PLEDGE OF ALLEGIANCE

Councilman Williams led the invocation and Councilman Hoover led the Pledge of Allegiance.

## COMMENTS ON NON-AGENDA ITEMS

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No persons were 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 the amended September 10, 2024 Regular City Council Meeting minutes.**
- B. **Consider, and act upon, approval of February 11, 2025 Regular City Council Meeting minutes.**
- C. **Consider, and act upon, Resolution No. 2025-05(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and the Rockwall County Elections Administrator to be administered by the Rockwall County Elections Administrator for the May 3, 2025 Wylie General and Special Elections.**
- D. **Consider, and act upon, Resolution No. 2025-06(R) authorizing the City Manager to execute a Joint General and Special Election Services Contract between the City of Wylie and the Dallas County Elections Administrator to be administered by the Dallas County Elections Administrator for the May 3, 2025 Wylie General and Special Elections.**

- E. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of January 31, 2025.
- F. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2025.
- G. Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2025.
- H. Consider, and act upon, the approval of the purchase of vehicle safety equipment and services in an estimated amount of \$500,000.00 from Pursuit Safety Inc. and Priority Public Safety; through a cooperative purchasing agreement with the Collin County Governmental Purchasing Forum/City of Allen; and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, the award of contract #W2025-81 to Shade Structures, Inc. dba USA Shade for the purchase of a custom shade structure over the pickleball courts located at Community Park for \$554,800.00 through a cooperative purchasing contract with BuyBoard and authorizing the City Manager to execute any and all necessary documents.
- J. Consider, and act upon, a Final Plat being a Replat of Lots 1-5 and 7, Block A of 544 Gateway Addition, creating six commercial lots on 9.216 acres, generally located east of the intersection of Business Way and Commerce Drive.
- K. Consider, and act upon, accepting a donation to the City in the amount of \$5,779 from the Catholic Foundation of the Estate of Rita and Truett Smith.

#### Council Action

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

#### **REGULAR AGENDA**

- 1. **Hold a Public Hearing, consider, and act upon, regarding the writing of an ordinance for a change in zoning from Agricultural District (AG/30) to Single-Family - 10 District (SF 10/24) on 59.755 acres to allow for a single-family detached development. Property generally located at 1755 FM 1378 and 1813 & 2241 McMillen Road (ZC 2024-14).**

#### Applicant Comments

Bryan Hall and Preston Crow, representing Skorburg Company, addressed the Council giving a brief presentation and answering questions from the Council on the proposed Country Club Estates neighborhood.

#### Public Hearing

Mayor Porter opened the public hearing on Item 1 at 6:24 p.m. asking anyone present wishing to address the Council to come forward.

Jill Lowry, Catherine Butschek, Peter Russell, and Paul Kirkley addressed the Council speaking in favor of the proposed neighborhood.

Joshua Thronburg addressed the Council with drainage concerns and requested that if this is approved, an eight-foot privacy fence be placed along the west side of the property.

Mayor Porter closed the public hearing at 6:38 p.m.

**Staff Comments**

Community Services Director Haskins answered questions from the Council.

**Council Direction**

Council provided direction on the following items: include either/or the inlet or Knox Box for Sweetgum Drive based on discussion with staff, the developer, and Country Ridge Estates HOA; install the eight-foot board-on-board privacy fence on the west side of the property; and remove the towers from the property before any work is done.

**Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve Item 1 as presented with the discussed amendments. A vote was taken and the motion passed 7-0.

2. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Single Family - 10 District (SF-10/24) to Townhouse District (TH) on 5.52 acres to allow for single-family attached development. Property generally located on the northwest corner of West Brown Street and Sanden Boulevard (ZC 2024-13).**

**Staff Comments**

Community Services Director Haskins addressed the Council providing information and answering questions from Council.

**Public Hearing**

Mayor Porter opened the public hearing on Item 2 at 7:15 p.m. asking anyone present wishing to address the Council to come forward.

Sondra Fisher and Jacki Tobar addressed the Council speaking in favor of the proposed development.

Mayor Porter closed the public hearing at 7:19 p.m.

**Council Action**

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

3. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Planned Development 2022-06 (PD 22-06) to Commercial Corridor and Commercial Corridor - Special Use Permit (CC & CC-SUP) on 5.43 acres to allow for a drive-through restaurant use and commercial uses. Property located at 2310 W. FM 544 and 2320 W. FM 544 (ZC 2024-12).**

**Staff and Applicant Comments**

Community Services Director Haskins and Drew Donosky, representing ClayMoore Engineering, addressed the Council providing information and answering questions from Council.

**Public Hearing**

Mayor Porter opened the public hearing on Item 3 at 7:33 p.m. asking anyone present wishing to address the Council to come forward.

Jacki Tobar addressed the Council stating that when this item went before the Planning and Zoning Commission they had similar concerns with the traffic access and requested the Council review that discussion.

Mayor Porter closed the public hearing at 7:34 p.m.

The Council requested a recess to review the February 4, 2025 Planning and Zoning Commission meeting. Mayor Porter recessed the Council at 7:36 p.m.

Mayor Porter reconvened the Council into Regular Session at 7:41 p.m.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 3 with the amendment of adding sidewalk access to the age-restricted apartments to the south. A vote was taken and the motion passed 6-1 with Councilman Mulliqi voting against.

4. **Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP) on 1.2 acres to allow for an Automobile Repair Major use. Property located at 2751 Capital St. (ZC 2024-15).**

### **Staff and Applicant Comments**

Community Services Director Haskins and Matt Moore, representing Harvey's Collision Center, addressed the Council providing information and answering questions from the Council.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 4 at 7:50 p.m. asking anyone present wishing to address the Council to come forward.

There were no persons present wishing to address the Council.

Mayor Porter closed the public hearing at 7:50 p.m.

### **Council Action**

A motion was made by Councilman Mulliqi, seconded by Councilman Williams, to approve Item 4 as presented with the amendment of a wooden fence around the property. A vote was taken and the motion passed 7-0.

5. **Consider, and act upon, Resolution No. 2025-07(R) casting a nomination for a candidate for the Board of Directors of the Rockwall Central Appraisal District.**

### **Staff Comments**

City Secretary Storm addressed the Council stating that the Rockwall Central Appraisal District Board of Directors has a vacancy and the Council has the opportunity to nominate a candidate to be considered.

### **Council Action**

No action was taken by the City Council.

## **WORK SESSION**

Mayor Porter convened the Council into a Work Session at 7:52 p.m.

- WS1. **Discuss ordinances regarding smoke shops, retailers that sell smoke, vape, CBD, and related products, and the use of those products within the City of Wylie.**

Community Services Director Haskins addressed the Council providing information and answering questions from the Council.

Council direction included moving forward with staff's recommendations on the SUP process and further exploring amending the City ordinance to not allow smoking inside spaces or within so many feet of an entrance similar to other cities for the health and safety of our citizens, but allow for specific exceptions.



**RECONVENE INTO REGULAR SESSION**

Mayor Porter reconvened the Council into Regular Session at 8:09 p.m.

**ADJOURNMENT**

A motion was made by Councilman Strang, seconded by Councilman Mulliqi, to adjourn the meeting at 8:10 p.m. A vote was taken and the motion passed 7-0.

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

**ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

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## AGENDA REPORT

**Department:** Purchasing                      **Account Code:** 611-5719-56040  
**Prepared By:** Kirby Krol

### Subject

Consider, and act upon, Contract No. W2025-94 for the Finance Department in an estimated amount of \$59,500 for a review of the City's water and wastewater rates and an update to the City's indirect cost allocation model through a cooperative purchasing agreement with HGACBuy (Houston-Galveston Area Council of Governments).

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Finance Department is seeking Council approval for a consulting services agreement with NewGen Strategies and Solutions, LLC ("NewGen") for a review of the City's water and wastewater rates, and an update to the City's indirect cost allocation model. The term will be for a one-year, with four optional one-year renewal options at the City's discretion.

In accordance with the City's adopted Financial Management Policy for user-based fees, an annual review of these fees and charges is conducted to ensure that fees provide adequate coverage of costs and services. For services associated with a user fee or charge, the direct and indirect costs of that services will be offset by a fee where possible. Additionally, the City's Financial Management Policy for utility rates requires an annual review.

In 2020, NewGen performed a full rate study for water and sewer rates. Utilizing the data and guidance gathered through NewGen's study, an annual review has been completed each year by City staff, incorporating updates using the Utility Fund five-year financial plan.

In 2022, NewGen reviewed their data from 2020 during the budget process for FY2023 and determined that the recommended 2023 rates were still accurate. However, a recommendation was made to adjust the FY2024 and FY2025 rates to incorporate increasing inflationary costs at NTMWD.

A full study for future rates to support FY2026-2030 is needed to assist City staff through the budget process in order to meet the needs of the City while maintaining a balanced budget through efficient use of resources, expenditures, and revenues. Therefore, staff recommends approval of a consulting services agreement with NewGen through a cooperative purchasing agreement with HGACBuy to facilitate this study.

(HGAC Contract No. HP08-21, Wylie Contract No. W2025-94)



# Wylie City Council

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## AGENDA REPORT

**Department:** Purchasing Department      Account Code: 100-5211-52130  
**Prepared By:** Christopher Rodriguez

### Subject

Consider, and act upon, the approval of the purchase of Motorola M500 in-car video systems (formerly WatchGuard) in the estimated annual amount of \$52,712 from Motorola Solutions, Inc. through a cooperative purchasing contract with Texas Department of Information and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

The Wylie Police Department utilizes Motorola M500 (formerly WatchGuard) in-car video systems. The requested purchase of seven M500 in-car-video systems will replace end-of-life WatchGuard in-car-video systems in patrol vehicles scheduled to be built during the current 2025 budget year.

Staff recommends the approval of the purchase of Motorola M500 in-car-video systems in the estimated annual amount of \$52,712 as providing the best overall value to the City through the use of an interlocal cooperative purchasing contract with Texas Department of Information. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

DIR Contract #DIR-CPO-5433/City of Wylie #W2025-93



# Wylie City Council

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## AGENDA REPORT

**Department:** Information Technology  
**Prepared By:** Christopher Rodriguez

**Account Code:** 611-5711-54810

### Subject

Consider, and act upon, Resolution No. 2025-08(R) authorizing the sole source purchase of ESRI Small Municipal and County Government Enterprise Software under a single three (3) year term from Environmental Systems Research Institute, Inc. (ESRI, Inc.) in the amount of \$190,800.00 and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the Item as presented.

### Discussion

ESRI software is used in the GIS Department for digitizing information from Wylie Fire and Rescue, Planning and Zoning, Public Works, Engineering, Parks, Utility Billing, Accounting, City Manager's Office, and the citizens of Wylie. Typical information is utility data (water, sewer, and storm), zoning districts, owner parcels, development projects, the EM (Emergency Management) map, roads/highways, fire district, fire call box, Police district, and park trails maps are all supported with ESRI software.

The software is also used to host fire hydrant locations, preplan inspections, and an online data hub for the public to retrieve important information. It also stores address points, road names, trails, sidewalks, stop lights, street signs, and water meters. ESRI software is also used to import engineering drawings, and can be used to generate pdf maps for public notification, and making online maps for City personnel and the public.

Subscriptions for ESRI software are based on population size and staff recommends the approval of this resolution authorizing the sole source purchase of software from ESRI Inc. to provide the best overall value for the City. This is a single three (3) year agreement in the amount of \$190,800.00, payable on the anniversary dates in the amount of \$63,800.00 per year.

Wylie Agreement #W2025-71

**RESOLUTION NO. 2025-08(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, TO AUTHORIZE THE SOLE SOURCE PURCHASE OF ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE SOFTWARE UNDER A SINGLE THREE (3) YEAR TERM FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI, INC.) IN THE AMOUNT OF \$190,800.00.**

**WHEREAS**, The City of Wylie Information Technology Division has identified a need to purchase ESRI Small Municipal and County Government Enterprise Software; and

**WHEREAS**, this software is utilized by the GIS Department to digitize a wide range of City documents, information, maps and other documents for use both internally and by our citizens; and

**WHEREAS**, authorization of this resolution will establish a single three (3) year term in the amount of \$190,800.00, payable in three (3) annual payments of \$63,600.00; and

**WHEREAS**, the purchase of ESRI Small Municipal and County Government Enterprise Software from Environmental Systems Research Institute, Inc. (ESRI, Inc.) is exempt from competitive bidding pursuant to Section 252.022.a.7 of the Local Government Code.

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

**SECTION 1.** The City Council hereby approves the purchase of ESRI Small Municipal and County Government Enterprise Software under a single three (3) year term from Environmental Systems Research Institute, Inc. (ESRI, Inc.).

**SECTION 2.** The City Council hereby finds and determines that the purchase of ESRI Small Municipal and County Government Enterprise Software under a single three (3) year term from Environmental Systems Research Institute, Inc. (ESRI, Inc.) is available from only one source because of patents, copyrights, secret processes or natural monopolies and is exempt from competitive bidding pursuant to Section 252.022(a.7.A) of the Local Government Code.

**SECTION 3.** The City Council hereby authorizes the City Manager or his designee to execute any and all documents in connection with the above expenditure.

**SECTION 4.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas on this the 11<sup>th</sup> day of March, 2025.

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

**ATTEST TO:**

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



# Wylie City Council **AGENDA REPORT**

**Department:** Planning  
**Prepared By:** Jasen Haskins

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

### Subject

Consider, and act upon, Ordinance No. 2025-09 for a change in zoning from Planned Development 2022-06 (PD 22-06) to Commercial Corridor and Commercial Corridor - Special Use Permit (CC & CC-SUP) on 5.43 acres to allow for a drive-through restaurant use and Commercial uses. Property located at 2310 W. FM 544 and 2320 W. FM 544 (ZC 2024-12).

### Recommendation

Motion to approve the Item as presented.

### Discussion

On February 25, 2025, City Council approved the writing of an ordinance for a change in zoning from Planned Development 2022-06 (PD 22-06) to Commercial Corridor and Commercial Corridor - Special Use Permit (CC & CC-SUP) on 5.43 acres to allow for a drive-through restaurant use and Commercial uses. Property located at 2310 W. FM 544 and 2320 W. FM 544 (ZC 2024-12).

As part of the approval, Council stipulated that a pedestrian connection be provided from the site to the property line of the senior living facility to the south. The applicant agreed to construct the connection and the zoning exhibit and SUP conditions have been updated to include those stipulations and are included in this Ordinance.

Final approval of Zoning Case 2024-12 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

**ORDINANCE NO. 2025-09**

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2024-12, FROM PLANNED DEVELOPMENT 2022-06 (PD 22-06) TO COMMERCIAL CORRIDOR AND COMMERCIAL CORRIDOR - SPECIAL USE PERMIT (CC & CC-SUP) ON 5.43 ACRES TO ALLOW FOR A DRIVE-THROUGH RESTAURANT USE AND COMMERCIAL USES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 11th day of March, 2025.

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

ATTEST:

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

*Dates of Publication: March 20, 2025, in The Wylie News*



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

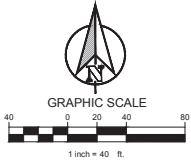
Victory at Medical Plaza, being all of Lot 2 (future Lots 2A and 2B as depicted on Exhibit "B" Zoning Exhibit), Block A of the Senior Medical Addition to the City of Wylie, Collin County Texas.



**VICTORY GROUP  
SHOPS AT WYLIE**  
2310 FM 544  
WYLIE, TX

ZONING EXHIBIT

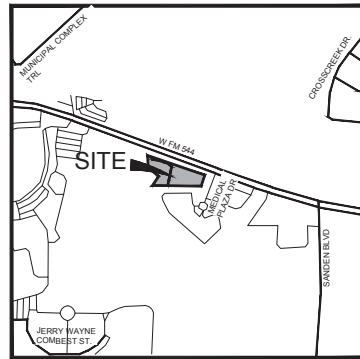
DESIGN: MDT  
DRAWN: MDT  
ENGINEER: MDT  
DATE: 5/5/2025  
**EXH-1**  
P/N: 2024-10



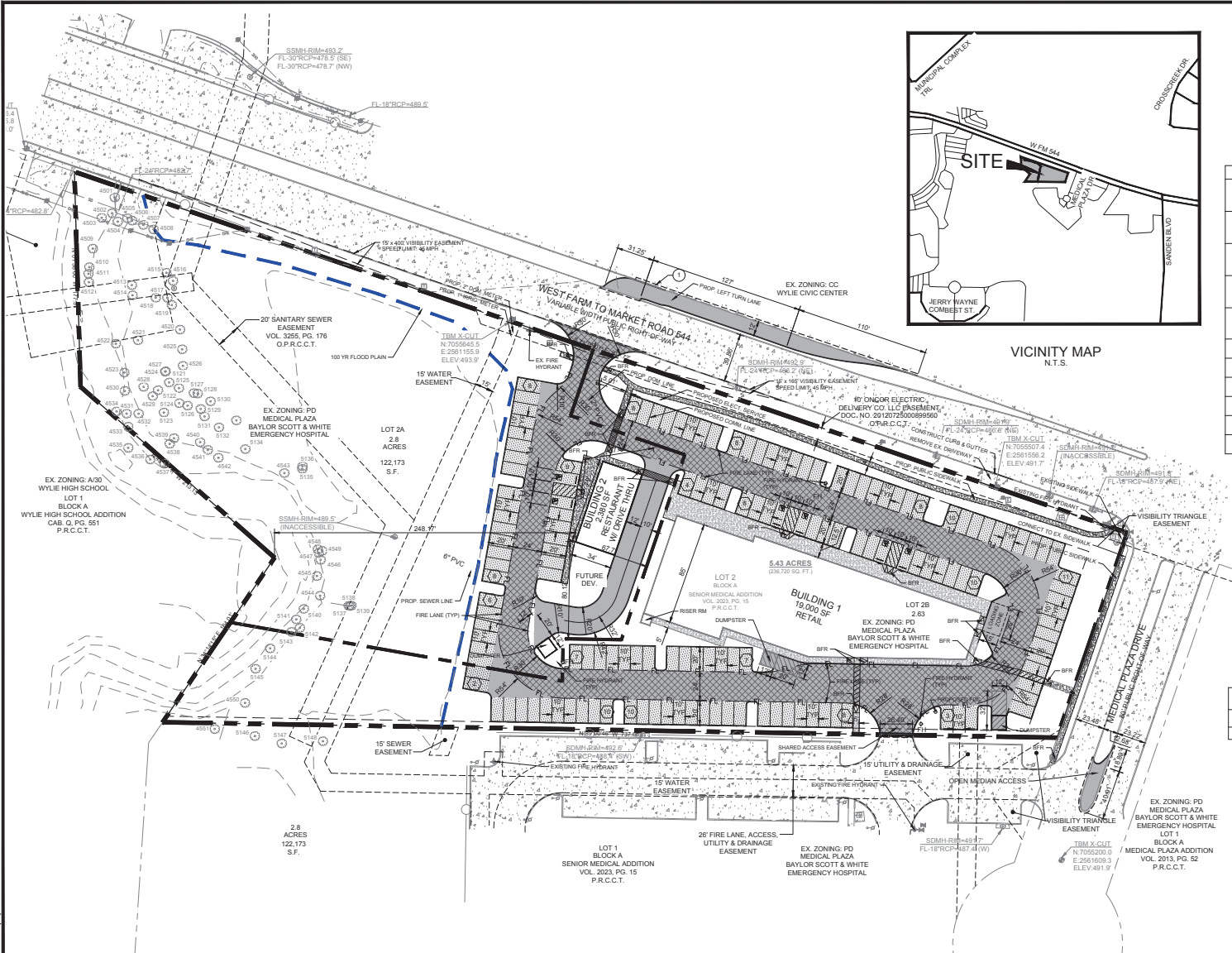
LEGEND	
[Pattern]	LIGHT DUTY CONCRETE PAVEMENT
[Pattern]	HEAVY DUTY CONCRETE PAVEMENT
[Pattern]	HEAVY DUTY FIRE LANE PAVEMENT
[Pattern]	PROPOSED CONCRETE SIDEWALK
[Pattern]	PROPOSED DUMPSTER CONCRETE PAVING
[Pattern]	PROPOSED CONCRETE CURB AND GUTTER
[Line]	PROPERTY LINE
[Line]	FULL-DEPTH SAWCUT
[Line]	FIRE LANE
[Line]	EASEMENT LINE
[Symbol]	PARKING COUNT

BUILDING NO.	ADDRESS
BUILDING 1	2310 W FM 544
BUILDING 2	2320 W FM 544

ZONING CASE	
DIRECTOR OF DEVELOPMENT SERVICES	
DATE: _____	
<b>VICTORY GROUP SHOPS AT WYLIE</b> 2310 & 2320 FM 544, TX 75098	
OWNER: CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS 6100 ROSS AVE. DALLAS, TX 75209	
ENGINEER: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #606 BEDFORD, TX 76092 PH: 817.281.0272 CONTACT: CLAY CRISTY, P.E.	
LEGAL DESCRIPTION:	ZONING:
LOT 2, BLOCK A SENIOR MEDICAL ADDITION	SUP



VICINITY MAP  
N.T.S.



LOT	EX. ZONING	PROP. ZONING	PROPOSED USED	GROSS LOT AREA ACRE SF	LOT COVERAGE %	TOTAL BUILDING FLOOR AREA SF	FLOOR TO AREA RATIO	PARKING PROVIDED	PERVIOUS AREA SF	IMPERVIOUS AREA SF	PERCENT IMPERVIOUS %	HEIGHT
LOT 2A	PD	PD-SUP	RESTAURANT WITH DRIVE THRU	2.8 122,173	1.95	2,380	1.95	31 (STANDARD - 25; HC - 2)	98,491	23,682	19.38	29'-10"
LOT 2B	PD	PD-SUP	RETAIL	2.63 114,547	16.59	19,000	16.59	115 (STANDARD - 111; HC - 4)	37,593	76,954	67.18	29'-10"

PROPOSED DEVELOPMENT SCHEDULE:	
JANUARY 1, 2025	

ARCHITECT:  
HODGES ARCHITECTURE  
13842 OMEGA RD  
FARMERS BRANCH, TX 75244  
PH: 972.367.1000

SURVEYOR:  
EAGLE SURVEYING  
222 SOUTH ELM ST., SUITE #200  
DENTON, TX 76201  
PH: 840.222.3009  
CONTACT: MASON DECKER

PLOTTED BY: DENG TORRES  
PLOT DATE: 3/4/2025 9:27:41 AM  
PLOT FILE: C:\CS\2024-108 VICTORY SHOPS AT WYLIE HIGH FM 544 WYLIE (CARD) SHEETS\ZONING EXHIBIT.DWG  
LAST SAVED: 3/4/2025 9:14 AM

## EXHIBIT “C”

### Conditions for Special Use Permit Victory Shops at Medical Plaza

#### I. PURPOSE:

This Special Use Permit shall be established to provide Commercial use, including restaurant w/ drive thru to support the economic growth within the region.

#### II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations of the Commercial Corridor District (CC) set forth in Article 4, Section 4.1 of the Comprehensive Zoning Ordinance (adopted as of June 2023), except as specifically proved herein.

2. The design and development shall take place in general accordance with the Zoning Exhibit (Exhibit B). This SUP applies to Lot 2A only.

#### III. SPECIAL CONDITIONS:

1. All allowed uses in the Commercial Corridor District (CC) set forth in Article 5 of the Comprehensive Zoning Ordinance (adopted as of June 2023), in addition to those listed in this paragraph shall be allowed by-right uses.

a. Restaurant with Drive in or Drive-Through Service.

2. The site plan shall provide pedestrian access, to the best extent possible, to at least the property line of the adjacent property located at 100 Medical Plaza Drive (currently known as Meridian at Wylie).



# Wylie City Council

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## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins

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

### Subject

Consider, and act upon, Ordinance No. 2025-XX for a change in zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP) on 1.2 acres to allow for an Automobile Repair Major use. Property located at 2751 Capital St. (**ZC 2024-15**).

### Recommendation

Motion to approve Item as presented.

### Discussion

On February 25, 2025, City Council approved the writing of an ordinance for a change in zoning from Light Industrial (LI) to Light Industrial - Special Use Permit (LI-SUP) on 1.2 acres to allow for an Automobile Repair Major use. Property located at 2751 Capital St. (**ZC 2024-15**).

As part of the approval, Council stipulated that a 8' board-on-board fence be constructed on the east side of the property to screen the property from the adjacent property. The applicant agreed to construct the fence around the north and west sides in addition to the east side as they need security fencing and want one type of fencing for aesthetic purposes and ease of maintenance.

The SUP conditions and zoning exhibit have been updated to include that stipulation and are included in this ordinance.

Final approval of Zoning Case 2024-15 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

**ORDINANCE NO. 2025-10**

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2024-15, LIGHT INDUSTRIAL (LI) TO LIGHT INDUSTRIAL - SPECIAL USE PERMIT (LI-SUP) ON 1.2 ACRES TO ALLOW FOR AN AUTOMOBILE REPAIR MAJOR USE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1:** That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Light Industrial - Special Use Permit (LI-SUP), said property being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

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

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

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

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

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

**SECTION 7:** This ordinance shall be in full force and effect from and after its adoption by the

City Council and publication of its caption as the law and the City Charter provide in such cases.

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this 11th day of March, 2025.

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

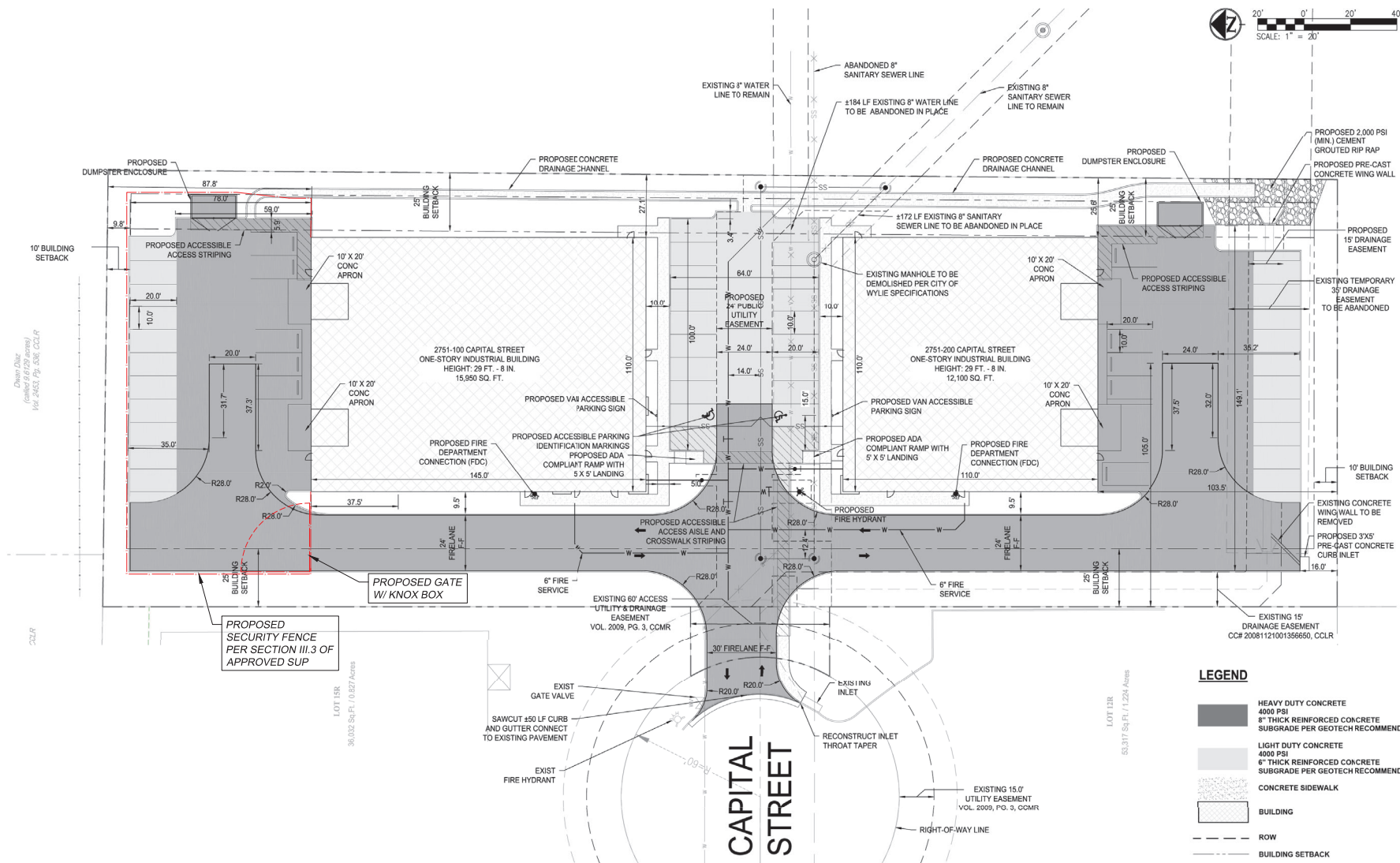
ATTEST:

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

Date of Publication: March 20, 2025, in *The Wylie News*

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

Harvey's Collision, located at 2751 Capital Street, Wylie, Texas 75098 being all of Lot 1, Block A of the Wellstar Addition to the City of Wylie, Collin County Texas.



**LEGEND**

- HEAVY DUTY CONCRETE 4000 PSI
- 8" THICK REINFORCED CONCRETE SUBGRADE PER GEOTECH RECOMMENDATION
- LIGHT DUTY CONCRETE 4000 PSI
- 8" THICK REINFORCED CONCRETE SUBGRADE PER GEOTECH RECOMMENDATION
- CONCRETE SIDEWALK
- BUILDING
- ROW
- BUILDING SETBACK

**PARKING NOTES**

12,100 SF + 15,950 SF = 28,050 SF INDUSTRIAL USE.  
 28,050 / 750 SF = 37.4 (38) PARKING SPACES.

Design Date: (center of 6.6729 acres) 1/11/2025 Pgs. 438, CCLP  
 CCLP

LOT 1SR  
 36,032 Sq. Ft. / 0.827 Acres

LOT 12R  
 53,317 Sq. Ft. / 1.224 Acres

CAPITAL STREET



## EXHIBIT "C"

Harvey's Collision Center  
Conditions For Special Use Permit

## I. PURPOSE:

The purpose of this Special Use Permit is to allow for an automobile collision repair center use classified as Automobile Repair, Major.

## II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations within the Zoning Ordinance (adopted as of June 2023), except as specifically provided herein.
2. The design and development of the development shall take place in general accordance with the Zoning Exhibit (Exhibit B).

## III. SPECIAL CONDITIONS:

1. All allowed uses in the Light Industrial District (LI) set forth in Article 4 and 5 of the Comprehensive Zoning Ordinance (adopted as of June 2023), in addition to those listed in this paragraph shall be allowed by-right uses.
  - a. Automobile Repair, Major.
2. The Zoning Exhibit (Exhibit B) shall serve as the Site Plan for the Harvey's Collision Center. Approval of the Special Use Permit shall act as site plan approval.
3. An eight-foot high wooden board on board fence shall be constructed prior to the issuance of a Certificate of Occupancy for the use. The fence shall be reasonably maintained while an automotive repair, major use occupies the property. The fence shall be along the east and north property lines entirely and along the west property line until the fence transitions to wrought iron of the security gate.



# Wylie City Council

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## AGENDA REPORT

Department: Planning Account Code: \_\_\_\_\_  
 Prepared By: Jasen Haskins

### Subject

Consider, and act upon, a Final Plat for Kreymer at the Park, being 48 residential lots and two open space lots on 16.484 acres. Property located at 2605 E. Stone Rd.

### Recommendation

Motion to approve the Item as presented.

### Discussion

**OWNER: McClintock Homes**

**APPLICANT: Engineering Concepts & Design**

The applicant has submitted a Final Plat for Kreymer at the Park. The plat consists of 48 residential lots and two open space lots on 16.484 acres zoned within the SF 10/24 district. The property was zoned SF 10/24 in 2019 and the single-family residential use is allowed by-right. A preliminary plat for this site was approved in September 2021.

The plat dedicates the necessary rights-of-way and utility easements, including a pedestrian easement for a trail connection to Grayhawk Park located southwest of the subject property. All open space lots are to be dedicated to and maintained by the Home Owners Association.

Lastly, a note has been added to the plat requiring all homes to provide NFPA 13D fire sprinkler systems to meet fire standards due to the lack of two separate entrances into the subdivision.

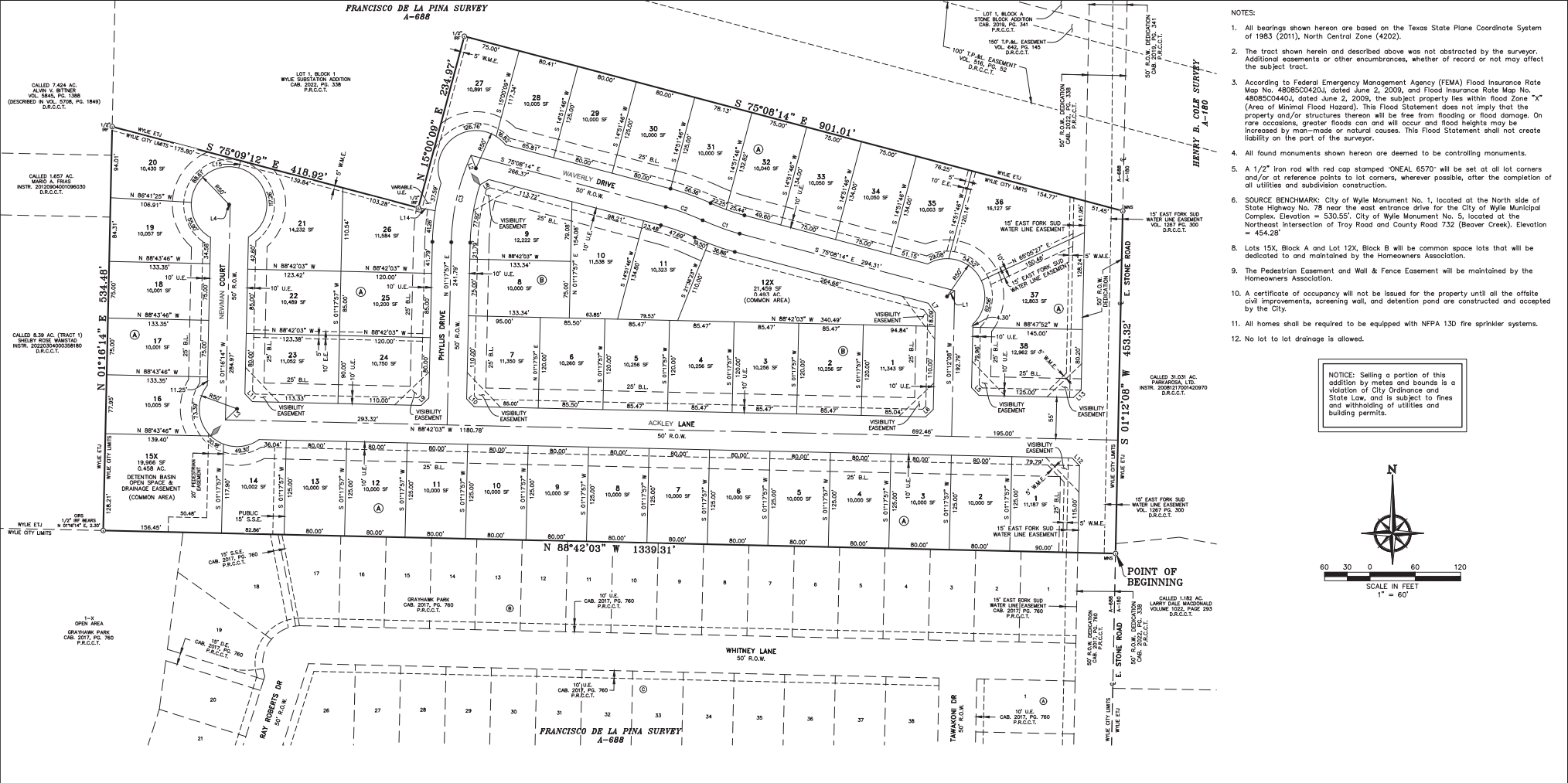
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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

#### **P&Z Recommendation**

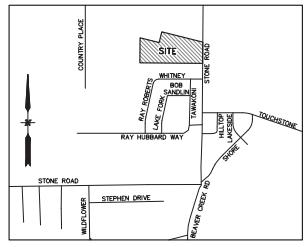
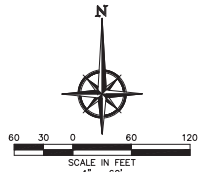
The Commission voted 4-0 to recommend approval.

FRANCISCO DE LA PINA SURVEY  
A-688

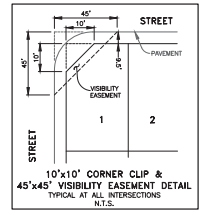


- NOTES:
- All bearings shown hereon are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
  - The tract shown herein and described above was not abstracted by the surveyor. Additional easements or other encumbrances, whether of record or not may affect the subject tract.
  - According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map No. 48055C040A, dated June 2, 2009, and Flood Insurance Rate Map No. 48055C040A, dated June 2, 2009, the subject property lies within Flood Zone "X" (Area of Minimal Flood Hazard). This Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the surveyor.
  - All found monuments shown hereon are deemed to be controlling monuments.
  - A 1/2" Iron rod with red cap stamped "ONEAL 6570" will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
  - SOURCE BENCHMARK: City of Wylie Monument No. 1, located at the North side of State Highway No. 78 near the east entrance drive for the City of Wylie Municipal Complex, Elevation = 530.55'; City of Wylie Monument No. 5, located at the Northeast intersection of Tray Road and County Road 732 (Beaver Creek), Elevation = 454.28'
  - Lots 15X, Block A and Lot 12X, Block B will be common space lots that will be dedicated to and maintained by the Homeowners Association.
  - The Pedestrian Easement and Wall & Fence Easement will be maintained by the Homeowners Association.
  - A certificate of occupancy will not be issued for the property until all the offsite civil improvements, screening wall, and detention pond are constructed and accepted by the City.
  - All homes shall be required to be equipped with NFPA 13D fire sprinkler systems.
  - No lot to lot drainage is allowed.

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



VICINITY MAP  
N.T.S.



10'x10' CORNER CLIP &  
45'x45' VISIBILITY EASEMENT DETAIL  
TYPICAL AT ALL INTERSECTIONS  
N.T.S.

LEGEND

- IRS IRON ROD SET WITH CAP STAMPED "ONEAL 6570"
- IRF IRON ROD FOUND
- CRF IRON ROD FOUND WITH CAP
- MNS MAG NAIL SET WITH WASHER STAMPED "ONEAL 6570"
- B.L. BUILDING SETBACK LINE
- C.A. COMMON AREA
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- U.E. UTILITY EASEMENT
- W.M.E. WALL & FENCE MAINTENANCE EASEMENT
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- INDICATES STREET NAME CHANGE
- INDICATES BLOCK NUMBER

LINE TABLE

NO.	DIRECTION	DISTANCE
L1	N 53°05'07" E	12.72'
L2	N 20°17'15" W	18.34'
L3	S 46°17'06" W	21.21'
L4	N 88°43'46" E	1.54'
L5	N 43°44'57" W	14.15'
L6	S 46°15'03" W	14.13'
L7	S 36°58'03" E	15.72'
L8	N 59°51'46" E	13.63'
L9	S 46°17'57" W	14.14'
L10	N 43°42'03" W	14.14'
L11	S 43°42'54" E	14.15'
L12	S 43°44'57" E	14.15'
L13	S 46°15'03" W	14.13'
L14	S 79°59'03" E	22.51'
L15	S 14°50'48" W	10.00'

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	95°11'11"	300.00'	26.08'	52.03'	S 70°10'08" E	51.96'
C2	95°11'11"	300.00'	26.08'	52.03'	N 70°10'08" W	51.96'
C3	23°03'11"	295.00'	60.18'	118.69'	S 12°49'33" W	117.90'

48 RESIDENTIAL LOTS  
2 COMMON AREA LOT

OWNER  
**MCCLINTOCK HOMES, LLC**  
161 W 3RD STREET #110  
PROSPER, TX 75078  
(310) 962-3931

LAND SURVEYOR  
**O'NEAL SURVEYING COMPANY**  
205 WINDCO CIRCLE, SUITE 100  
WYLIE, TX 75098  
TPRLS Firm No. 10194132, JOB NO. 19065  
don@onealonedsurveying.com  
(903) 804-2891

FINAL PLAT  
**KREYMER AT THE PARK**  
BEING  
16.484 ACRES  
SITUATED IN THE  
**FRANCISCO DE LA PINA SURVEY, ABST. NO. 688**  
**CITY OF WYLIE, COLLIN COUNTY, TEXAS**  
ENGINEERING CONCEPTS & DESIGN, L.P.  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
77044 FIRM BSS. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098  
(972) 841-8400 FAX (972) 841-8401  
SCALE 1"=60'

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, McCLINTOCK HOMES, LLC BEING THE OWNER OF A 16.484 ACRE TRACT OF LAND SITUATED IN THE FRANCISCO DE LA PINA SURVEY, ABSTRACT NO. 688, CITY OF WYLIE, COLLIN COUNTY, TEXAS, BEING ALL OF THE McCLINTOCK HOMES, LLC CALLED 11.00-ACRE TRACT DESCRIBED AS TRACT 1 AND ALL OF THE CALLED 5.48-ACRE TRACT DESCRIBED AS TRACT 2, IN DEED RECORDED IN INSTRUMENT 2022000097624, DEED RECORDS, COLLIN COUNTY, TEXAS (PRCCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL WITH WASHER, STAMPED 'ONEAL 6570' SET IN THE APPROXIMATE CENTERLINE OF EAST STONE ROAD, AT THE NORTHEAST CORNER OF GRAYHAWK PARK, AN ADDITION TO THE CITY OF WYLIE, COLLIN COUNTY, TEXAS BY PLAT THEREOF RECORDED VOLUME 2017, PAGE 760, PLAT RECORDS, COLLIN COUNTY, TEXAS (PRCCT), SAME BEING THE SOUTHEAST CORNER OF ABOVE DESCRIBED 5.48 ACRE TRACT:

THENCE NORTH 88 DEGREES 42 MINUTES 03 SECONDS WEST, ALONG THE COMMON LINE OF SAID GRAYHAWK PARK AND SAID 5.48 ACRE, PASSING THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED 11.00 ACRE TRACT AT A DISTANCE OF 817.17 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID GRAYHAWK PARK AND SAID 11.00-ACRE TRACT, A TOTAL DISTANCE OF 1339.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED 'ONEAL 6750' SET AT THE SOUTHWEST CORNER OF SAID 11.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THE SHELLEY ROSE WAMSTAD CALLED 8.59-ACRE TRACT DESCRIBED AS TRACT 1 IN DEED RECORDED IN INSTRUMENT 20220304000358160, DEEDCT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST, A DISTANCE OF 2.30 FEET.

THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID 11.00 ACRE TRACT AND THE EAST LINES OF SAID 8.39-ACRE TRACT, THE MARIO A. FRIAS CALLED 1.657-ACRE TRACT DESCRIBED IN DEED RECORDED IN INSTRUMENT 20120904001096030, DEEDCT AND THE ALVIN V. BITTNER CALLED 7.424 ACRE TRACT CONVEYED IN DEED RECORDED IN VOLUME 5845 PAGE 1384, DEEDCT AND DESCRIBED IN DEED RECORDED IN VOLUME 5708 PAGE 1849, A DISTANCE 534.48 FEET TO A 1/2-INCH IRON ROD FOUND AT THE MOST SOUTHERLY NORTHWEST CORNER OF SAID 11.00-ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, WYLIE SUBSTATION ADDITION, AN ADDITION TO COLLIN COUNTY, RECORDED IN CABINET 2022, PAGE 336, PRCCT;

THENCE ALONG THE COMMON LINE OF SAID 11.00 ACRE TRACT AND SAID WYLIE SUBSTATION ADDITION, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 75 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 418.92 FEET TO A 1/2-INCH IRON ROD FOUND;
2) NORTH 15 DEGREES 00 MINUTES 09 SECONDS EAST, A DISTANCE OF 234.97 FEET TO A 1/2-INCH IRON ROD FOUND;
3) SOUTH 75 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 901.01 FEET TO A MAG NAIL WITH WASHER CAP STAMPED 'ONEAL 6750' SET AT THE COMMON EAST CORNER OF SAID 11.00 ACRE TRACT AND SAID WYLIE SUBSTATION ADDITION, IN THE ABOVE-MENTIONED CENTERLINE OF E. STONE ROAD.

THENCE SOUTH 01 DEGREES 12 MINUTES 08 SECONDS WEST, ALONG THE EAST LINE OF SAID 11.00 ACRE TRACT AND SAID 5.48 ACRE TRACT AND SAID CENTERLINE, A DISTANCE OF 453.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.484 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, McCLINTOCK HOMES, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as KREYMER AT THE PARK, on 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

FOR: McCLINTOCK HOMES, LLC (Owner)

By: Michael G. Todd, Managing Member

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

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

GIVEN MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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



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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Wylie, Texas

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas

"ACCEPTED"

Mayor, City of Wylie, Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing plat of KREYMER AT THE PARK, an addition to the City of Wylie was submitted to the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025 and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

City Secretary
City of Wylie, Texas

48 RESIDENTIAL LOTS
2 COMMON AREA LOT

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

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TPR/LS Firm No. 10194132 JOB NO. 19065
daniel.oneal@onealandsurveying.com
(903) 804-2891

FINAL PLAT
KREYMER AT THE PARK
BEING
16.484 ACRES
SITUATED IN THE
FRANCISCO DE LA PINA SURVEY, ABST. NO. 688
CITY OF WYLIE, COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
70045 FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 841-8400 FAX (972) 841-8401
SCALE 1"=60'

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



# Wylie City Council

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## AGENDA REPORT

**Department:** Planning

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

**Prepared By:** Jasen Haskins

### Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Downtown Historic District (DTH) to Downtown Historic District - Special Use Permit (DTH-SUP) on 0.23 acres to allow for a Smoking Establishment. Property located at 308 N. Ballard Avenue (ZC 2025-02).

### Recommendation

Motion to approve the Item as presented.

### Discussion

**OWNER: Vidita Patel**

**APPLICANT: Jose Hernandez**

The applicant is requesting a Special Use Permit (SUP) on 0.23 acres to allow for a Cigar Lounge use at 308 N. Ballard Avenue. The floor area of the existing structure measures 1,250 sq. ft. The current zoning is Downtown Historic District (DTH).

The SUP conditions allow for the Cigar Lounge as a Smoking Establishment use. The establishment is limited to cigars only and is not permitted for any other style of smoking or vaping products.

The proposed development contains a lounge area, a humidor, and will offer charcuterie style food. Additionally, the development is proposing to allow for customers to bring in their own alcoholic beverages. Neither the Texas Alcoholic Beverage Commission (TABC) nor the City of Wylie regulate bring-your-own-beverage (BYOB) establishments.

The SUP allows for outdoor seating and music but limits noise and hours of operation for live entertainment to 9 p.m. daily. Additionally, any structural additions must be reviewed and approved as required by Section 6.3 of the City of Wylie Zoning Ordinance.

The SUP shall be rescinded and the base zoning of DTH be established, should the business not be owned by Faustino Cigars, LLC.

The property to the north is developed with a single-family residence that operates as a short-term rental. The property to the west is developed as an office for the Wylie Chamber of Commerce. The property to the south is developed with a coffee shop. The property to the east is developed with a church.

The subject property lies within the Downtown sector of the Comprehensive Land Use Plan. Development within this sector's main purpose is to build upon the existing Downtown development pattern by encouraging appropriate infill and redevelopment of similar uses. The secondary purpose is to preserve and promote Downtown as the cultural center and key economic driver for Wylie.

Notices were sent to fourteen property owners within 200 feet as required by state law. At the time of posting, one response was received in favor and two in opposition of the request.

If zoning is approved, a finish out permit for the retail suite and Certificate of Occupancy shall be required prior to the business opening.


**P&Z Recommendation**

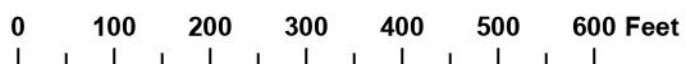
After discussion regarding limitations to the addition of outdoor entertainment and seating area, the Commission voted 5-0 to recommend approval.

# Locator Map



ZONING CASE:  
ZC 2025-02

 SUBJECT property



Date: 1/22/2025





308 N Ballard St



EXHIBIT "C"  
Faustino's Cigars and Lounge  
Conditions For Special Use Permit

I. PURPOSE:

1. The purpose of this Special Use Permit is to allow for a cigar lounge use within the Downtown Historic District.

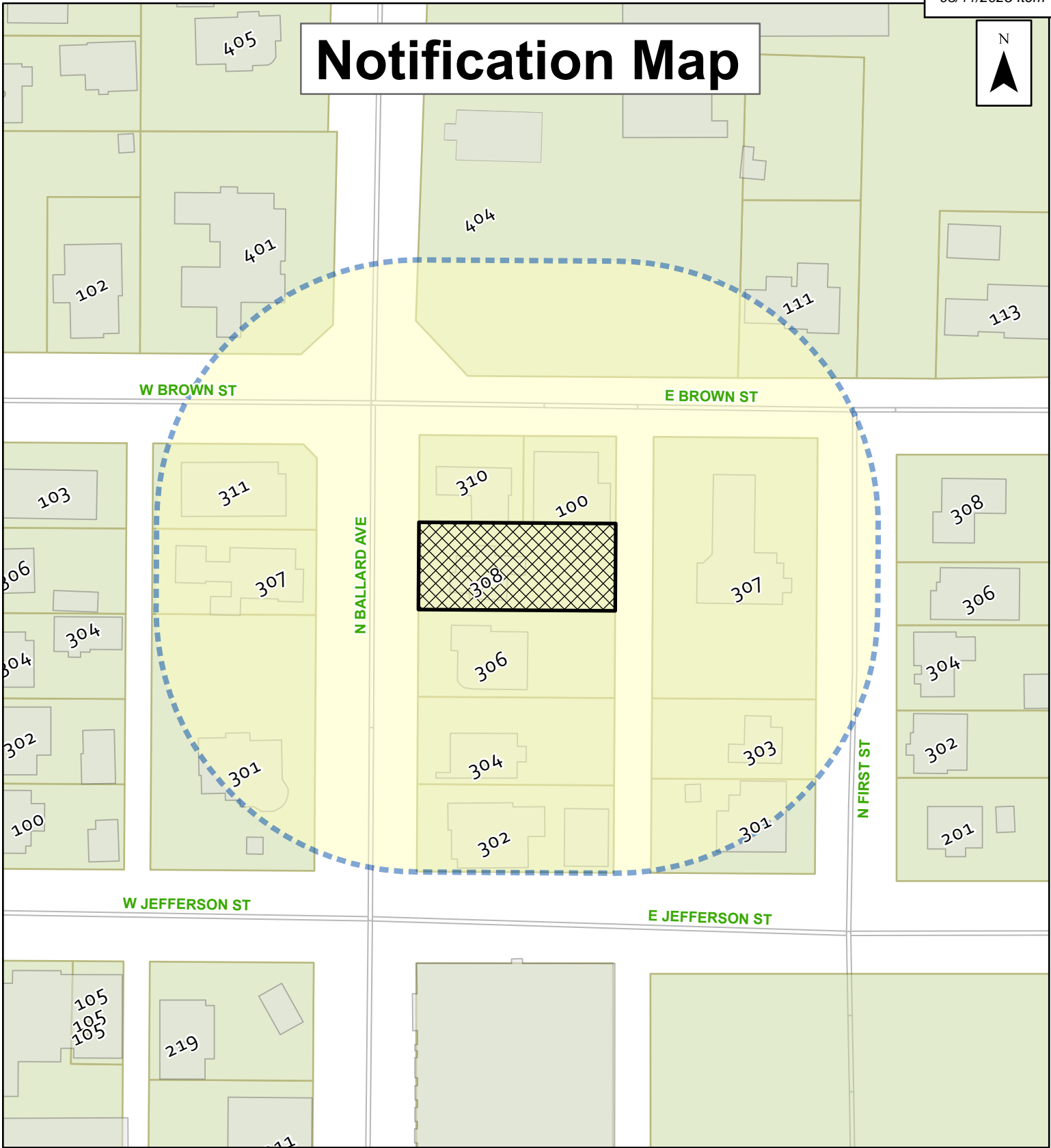
II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations of the Downtown Historic District (DTH) set forth in Article 6, Section 6.3 of the Comprehensive Zoning Ordinance (adopted as of June 2023), except as specifically provided herein.
2. The design and development of the Faustino's Cigars and Lounge development shall be in accordance with Section III below and the Zoning Exhibit (Exhibit B).

III. SPECIAL CONDITIONS:

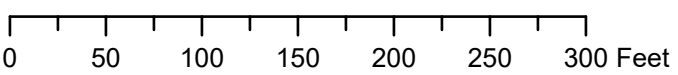
1. This Special Use Permit shall allow for a Smoking Establishment use within the Downtown Historic zoning district.
2. A minimum of five on-site parking spaces shall be provided.
3. Live music and seating shall be allowed outside.
  1. Live music shall only be allowed until 9pm daily and not exceed 80db measured at the property line.
  2. Outdoor seating can be provided with any structural additions required to be reviewed and approved per Section 6.3 of the City of Wylie Zoning Ordinance.
4. The Smoking Establishment use is further limited to the manufacture, selling, and smoking of cigar products only, as generally defined.
5. The Special Use Permit is intended for a Smoking Establishment owned and operated by Faustino Cigars, LLC. Under any other use or ownership, the SUP shall expire and zoning reverted to the base DTH district.

# Notification Map



ZONING CASE:  
ZC 2025-02

 SUBJECT property
  200 foot Notification Buffer



Date: 1/22/2025





## Public Comment Form

**First Name \***

Ashish

**Middle Name**

**Last Name \***

Patel

**Address \***

Street Address

1916 Fair Parke Lane

Address Line 2

City

Wylie

State / Province / Region

TX

Postal / Zip Code

75098

**Case # \***

ZC2025-02 308 N Ballard Ave.

**Response \***

- I am FOR the requested zoning as explained on the public notice
- I am AGAINST the requested zoning as explained on the public

**Comments**

*I agree and understand that by signing the electronic signature, that it is the equivalent to my manual/handwritten signature.*

**Signature \***

A grey rectangular box containing a handwritten signature in black ink, which appears to be 'Ashish Patel'.

**Date of Signature**

2/7/2025



## Public Comment Form

**First Name \***

Gary

**Middle Name**

Lynn

**Last Name \***

Taylor

**Address \***

Street Address

304 N Ballard

Address Line 2

City

Wylie

State / Province / Region

TX

Postal / Zip Code

75098

**Case # \***

ZC2025-02 1959 N State Hwy 78.

**Response \***

- I am FOR the requested zoning as explained on the public notice
- I am AGAINST the requested zoning as explained on the public

**Comments**

Taylor and Son Properties, LLC, owns the property at 304 N Ballard. It is our belief that the cigar smoke will be a deterrent to the coffee bar currently leasing our building. We are also convinced that the cigar smoke/smell would also decrease the leaseability of our property in the future.

*I agree and understand that by signing the electronic signature, that it is the equivalent to my manual/handwritten signature.*

**Signature \***
**Date of Signature**

2/27/2025



# Public Comment Form

**First Name \***

Gary

**Middle Name**

Lynn

**Last Name \***

Taylor

**Address \***

Street Address

307 N first

Address Line 2

City

Wylie

State / Province / Region

TX

Postal / Zip Code

75098

**Case # \***

ZC2025-02 1959 N State Hwy 78.

**Response \***

- I am FOR the requested zoning as explained on the public notice
- I am AGAINST the requested zoning as explained on the public

**Comments**

Property is directly across the alley from our rear parking entrance. Limited part at their site will naturally cause overflow into our parking lot. We already contend with Frankie's overflow. We simply do not have available spaces. Additionally, coming out of service and being greeted with the smell of cigar smoke is not pleasant.

*I agree and understand that by signing the electronic signature, that it is the equivalent to my manual/handwritten signature.*

**Signature \***

Gary L. Taylor

**Date of Signature**

2/27/2025



# SUP Faustino Cigar Lounge

March 11, 2025



# Location



**308 N. Ballard Ave  
Wylie, TX 75098**





# Proposed Use



Experience artisanal cigars with our hand rolled, world-class exclusive selection in a luxurious smoking lounge. Inside a free-standing building on the north end of Downtown Wylie.





# Faustino's Cigar Lounge



A destination that offers a unique cigar experience, where clients come to watch a master cigar roller create custom cigars. Additionally, they have the opportunity to enjoy their cigars alongside other aficionados and enthusiasts in a unique smoking lounge equipped with a state-of-the-art air-filtration system.





# The Faustino Legacy



My name is Jose Adrian Hernandez, I am the father of 2 amazing young boys, a cigar aficionado and a political refugee from Cuba. My wife and I became Proud American Citizens in 2018.

My grandfather started Faustino Cigars in Villa Clara, Cuba in 1963, he was known to have some of the finest hand-rolled cigars in the region. He started teaching me the art when I was a 10-year-old boy. Today, I continue his legacy as a 3rd generation master cigar roller, offering some of the finest hand-rolled cigars available anywhere.

I was 24 and in my 5th year of medical school, I was rolling cigars in my spare time to make ends meet. I received a phone call that would change my life forever.



# Opportunity in America



I was told that had a chance to escape Communism's grasp. My dreams of fleeing Cuba was about to come true, allowing me to pursue a new life in the land of opportunity.

Soon after arriving in the America, I rolled cigars at every opportunity. Rolling for special events like birthdays, wedding receptions and anniversary parties. I also sold my cigars at gun shows and continued to grow the mail order side of my business.

Today I have two cigar lounges, my first location in Downtown Royse City that opened in 2020. I opened my second location in Casa Linda shopping center in 2022. I hope that Downtown Wylie will be home to my third location!



# World-Class Cigars



Handmade in Wylie, Texas by a true Artisan!





# Certified Air Filtration



**We use Hanstat ceiling mounted electrostatic precipitator air purifiers that remove 99.99% removal of indoor smoke to 0.01 $\mu$ m.**



**Plus, we also use Rabbit Air wall mounted 6- stage filtration and deodorization purifiers with a BioGS HEPA filter that targets smoke particles.**



# Press & Customer Reviews



- **WFAA - In East Dallas, a hand-rolled Cuban cigar shop, and the story of perseverance behind its success.** Bryon Harris
- **Truly the best hand rolled cigars in Dallas!** D Cavazos
- **Enjoying a Faustino at the Havana Club in Abu Dhabi!** D. Walls
- **Hand rolled to perfection. Smoothest draw I've had in ages.** C. Morgan
- **Faustino Cigar! Man... this is smooth.** C. Arnold
- **Faustino Cigars are the best hand rolled cigars I ever had!** M. Morro
- **Jose is a class act, and his Faustino cigars are world-class!** L. Martin



# Landlord Letter of Recommendation



Dear Planning and Zoning Commission,

I am David Lowrey, the landlord for Faustino Cigar Lounge in Royse City. Jose has been my tenant for five years. I have become good friends with him and his family. I am heavily involved in Royse City and familiar with Faustino's customers, neighboring businesses, and the members of the Royse City Council. I have never received a single complaint about Faustino's; only praise for their products and what an amazing family they are.

I enjoy smoking Faustino's cigars and appreciate their lounge, which boasts an impressive air purification/ventilation system. Faustino's is not a vape shop or tobacco store - watching Jose roll a cigar is an experience!

Many in Royse City would attest that Jose embodies the American Dream and is known for his community contributions. He hosts a Wounded Warrior event monthly, offers discounts to first responders, and supplies cigars for charity golf tournaments.

Faustino Cigars are renowned across the country. Wylie would gain one of the best cigar lounges in town.

Sincerely,  
David Lowrey



# Why Approve the SUP?



- **Economic Growth:** Boost local economy by attracting tourism and creating jobs.
- **Community Engagement:** Enhance community interaction and support local businesses.
- **Safe Environment:** Committed to maintaining a safe and compliant space.
- **Cultural Enrichment:** Provide a unique and enjoyable experience for residents and visitors.

## What We Need from the Planning and Zoning Commission:

- **Approve the SUP:** Enable the establishment of our premises for on-premise consumption of artisanal cigars.
- **Trust in Our Commitment:** Recognize our dedication to safety, compliance, and community values.





# Faustino Cigars



**Join Us in Making a Positive Impact on Wylie!**

**Thank You for Your Consideration**



# Wylie City Council

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## AGENDA REPORT

Department: Planning

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

Prepared By: Jasen Haskins

### Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement pending zoning, between the City of Wylie and Skorburg Retail Corporation for a single-family development generally located north and west of Country Club Road and McMillen Road.

### Recommendation

Motion to approve the Item as presented.

### Discussion

On February 25, 2025 City Council approved the writing of an ordinance for a change in zoning from Agricultural District (AG/30) to Single Family - 10 District (SF 10/24) on 59.755 acres to allow for a single-family detached development. The applicant had provided a voluntary Development Agreement (DA) at that time regarding building materials and other items. As part of the zoning approval, Council stipulated that the DA also include additional fencing, timing for the radio tower removal, and other options for solving the drainage issues on Sweetgum Drive.

The applicant has provided an updated DA addressing those stipulations.

The DA states:

- The applicant is voluntarily entering into the agreement that specifically includes abiding by the City of Wylie's building materials standards.
- The applicant will build an 8' high wooden capped board-on-board fence along the entirety of the north and west property lines.
- The applicant will remove the existing radio towers, with proper permitting, prior to any other construction work, horizontal or vertical, being started on the site.
- The applicant will, in coordination with city staff (Planning, Engineering, and Fire) and the HOA of Country Ridge Estates, provide either an inlet in or a connecting street to Sweetgum Drive to improve drainage.

This DA is tied to the property and not the owner, so should the applicant sell the property to another developer the DA is still enforceable.

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

After Recording Return to:

City of Wylie  
Attention: City Manager  
300 Country Club Road  
Wylie, Texas 75098

**DEVELOPMENT AGREEMENT AMONG  
SKORBURG RETAIL CORPORATION AND THE CITY OF WYLIE, TEXAS**

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality (“Wylie”), and SKORBURG RETAIL CORPORATION, a Texas corporation (“Developer”). Wylie and Developer are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of approximately 59.75 acres situated in the William Patterson Survey, Abstract No. 716, generally located at 1755 FM 1378 & 2241 McMillen Road, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, Developer seeks to develop a new single family residential development, Country Club Estates, under the Single Family – 10 District (SF 10/24) with a maximum number of residential lots not to exceed 181 lots on the Property; and

WHEREAS, Developer and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

WHEREAS, Developer desires to voluntarily consent to complying with Wylie’s standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, “Building Materials Standards”), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Developer agrees to voluntarily construct, at Developer’s expense, additional improvements that are not required under Wylie’s Single Family – 10 District (SF 10/24), as referenced in Exhibit C, attached hereto and incorporated herein for all purposes (the “Additional Improvements”), in the construction of the development on the Property;

WHEREAS, Wylie hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Wylie will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, the Wylie City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Wylie and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that Developer is the sole owner of the Property as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right

but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.

- (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer voluntarily consents and agrees to such designation. Developer voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developer, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:
  - (i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;
  - (ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - (iii) to refuse to issue building permits for any building on the Property;
  - (iv) to refuse to issue a Certificate of Occupancy for any building on the Property;
  - (v) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or
  - (vi) to seek specific enforcement of this Agreement.
- (b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be

liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property, and shall be binding on the Developer and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.
7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Wylie under any ordinance, whether now existing or in the future arising.
8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:

City of Wylie  
 Attention: City Manager  
 300 Country Club Road  
 Wylie, Texas 75098  
 Telephone: (972) 516-6000  
 Facsimile: (972) 516-6026  
 Email: [brent.parker@wylietetexas.gov](mailto:brent.parker@wylietetexas.gov)

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
 Attention: Ryan D. Pittman  
 1700 Redbud Blvd., Suite 300  
 McKinney, Texas 75069

Telephone: (214) 544-4000  
 Facsimile: (214) 544-4044  
 Email: [REDACTED]

If to Developer, addressed to Developer at:  
 SKORBURG RETAIL CORPORATION  
 8214 Westchester Dr., Ste 900  
 Phone: 214-522-4945  
 Fax: 214-522-7244  
 Email: [REDACTED]

9. Indemnity.

- (a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER’S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER “CLAIMS”). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.**
- (b) **IN ITS SOLE DISCRETION, WYLIE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING EACH DEVELOPER’S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WYLIE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WYLIE IN WRITING. WYLIE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WYLIE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WYLIE IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPER’S OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPER’S OBLIGATION TO INDEMNIFY WYLIE PURSUANT TO THIS AGREEMENT. EACH DEVELOPER SHALL RETAIN WYLIE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WYLIE’S WRITTEN NOTICE THAT WYLIE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WYLIE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY WYLIE.**

(c) **THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

10. Acknowledgement of Wylie's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) **DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

(i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

- (A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (C) **VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED**
- (D) **NUISANCE; OR**
- (E) **CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**

(b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**

(c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**

(d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides



Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
22. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
- (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”), the form of which must be approved in writing by Wylie;
- (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
- (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
- (iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.
- (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.

24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not 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. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager

Date: \_\_\_\_\_

Attested to by:

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

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared Brent Parker, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

SKORBURG RETAIL CORPORATION,  
a Texas corporation

By: \_\_\_\_\_  
Adam Buczek, Authorized Signer

Date: \_\_\_\_\_

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Adam Buczek, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Legal Description of the Property**

BEING a tract of land situated in the William Patterson Survey, Abstract Number 716, Collin County, Texas being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001744, the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001745 O.P.R.C.C.T., and being all of a 40.00 acre tract of land described in deed to D-Dreams, Inc., recorded in instrument number 20070131000142850, O.P.R.C.C.T., and being more particularly described as follows:

Beginning at the northeast corner of said Butschek tract (97-0001744), being the southeast corner of Country Ridge Phase A, an addition to the City of Wylie, recorded in Cabinet O Page 309, in the Plat Records of Collin County, Texas (P.R.C.C.T.), being in the west right of way line of Country Club Drive (FM 1378);

THENCE South 01 degree 42 minutes 52 seconds West, with the west line of said Country Club Drive and east line of said Butschek tract (97-0001744), a distance of 372.61 feet to the southeast corner of said Butschek tract (97-0001744) and northeast corner of a 24.50 acre tract of land, described in deed to CS SECURE TRUST, Carole Carrington Shaw, Jeffrey Glen Shaw, and Victoria Carrington Shaw Arp, Co-Trustees, recorded in instrument number 2024000021221, O.P.R.C.C.T. ;

THENCE North 89 degrees 18 minutes 11 seconds West, with the south line of said Butschek tract (97-0001744) and the north line of said 24.50 acres tract, a distance of 1,167.47 feet to the northerly northwest corner of said 24.50 acre tract, being in the east line of said Butschek tract (97-0001745);

THENCE South 00 degrees 58 minutes 57 seconds West, with the east line of said Butschek tract (97-0001745), a distance of 172.52 feet to the southeast corner of said Butschek tract (97-0001745), being an ell corner of said 24.50 acre tract;

THENCE South 87 degrees 44 minutes 39 seconds West, with a south line of said Butschek tract (97-0001745), a distance of 208.03 feet to the westerly northwest corner of said 24.50 acre tract and a southwest corner of said Butschek tract (97-0001745), being in the east line of said 40.00 acre tract;

THENCE South 00 degrees 06 minutes 43 seconds West, with the east line of said 40.00 acre tract and the west line of said 24.50 acre tract, a distance of 1,101.06 feet to the southeast corner of said 40.00 acre tract and the southwest corner of said 24.50 acre tract, being in the north right-of-way line of McMillen Road;

THENCE South 89 degrees 00 minutes 53 Seconds West, with the north line of McMillen Road and south line of said 40.00 acre tract, a distance of 1,239.99 feet to the southwest corner of said 40.00 acre tract and the southeast corner of a called 112.18 acre tract of land described in deed to Pamela Joe Thronburg, recorded in Instrument Number 20100416000373400, O.P.R.C.C.T.;

THENCE North 00 degrees 06 minutes 43 seconds East, with the west line of said 40.00 acre tract and east line of said 112.18 acre tract a distance of 1,405.27 feet to the northwest corner of said 40.00 acre tract and the southwest corner of said Butschek tract (97-0001744);

THENCE North 01 degrees 41 minutes 55 seconds East, continuing with the east line of said 112.18 acre tract and with the west line of said Butschek tract (97-0001744); with the east line of said 112.18 acres tract to a point, a distance of 253.31 feet to the southwest corner of Country Ridge Phase B, an addition to the City of Wylie, as recorded in Cabinet Q Page 560, P.R.C.C.T;

THENCE South 89 degrees 18 minutes 30 seconds East, with the with south lines of said Country Ridge Phase A and B, and with the north line of said Butschek tracts, a distance of 2,612.93 feet to the POINT OF BEGINNING and containing 59.75 acres of land.

## **Exhibit B**

### **Building Materials Standards**

As used in this Agreement, the term “Building Materials Standards” shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Ordinance No. 2021-19, Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto), including but not limited to Section 3.4 (Residential Design Standards)
2. The Planned Development zoning ordinance or other zoning ordinance that approved the zoning on the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)



11. Any other existing or future or successor ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

## **Exhibit C**

### **Additional Improvements**

As used in this Agreement, the term “Additional Improvements” shall include all additional improvements as set forth below:

1. An eight-foot (8’) high board on board cedar wood fence, with a cap on top, along the northern property boundary adjacent to the existing residential subdivision shall be built by the Developer. This fence shall be built before any building certificates of occupancy are issued. Additionally, the Homeowners’ Association (HOA) shall be responsible for maintaining this fence.
2. An eight-foot (8’) high board on board cedar wood fence, with a cap on top, along the western property boundary adjacent to the property located in the extraterritorial jurisdiction (ETJ) shall be built by the Developer. This fence shall be built before any building certificates of occupancy are issued. Additionally, the Homeowners’ Association (HOA) shall be responsible for maintaining this fence.
3. Following the Developer obtaining the required demolition permit, all the existing radio towers located on the Property shall be removed. No horizontal construction shall commence on the Property until all the existing radio towers have been safely removed.
4. The Developer shall coordinate with both Wylie staff and the Country Ridge Homeowners’ Association (HOA) and collectively choose one (1) of the following options:
  - (a) The Developer shall provide a connection to the existing Sweetgum Drive right-of-way with a paved private access easement to be constructed by Developer. Additionally, this connection to Sweetgum Drive shall be restricted for emergency vehicle access only through an automatic gate. Both the private access easement and automatic gate shall be owned and maintained by the Homeowners’ Association (HOA).

- (b) The Developer shall construct a new drainage inlet in the Sweetgum Drive right-of-way, and a new storm sewer line through an easement in the development on the Property, as generally depicted in figure C-1 below. Final design and size of the inlet and storm sewer line shall be determined during engineering plan approval.

*Figure C-1*





# Wylie City Council

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## AGENDA REPORT

**Department:** Planning

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

**Prepared By:** Jasen Haskins

### Subject

Consider, and act upon, Ordinance 2025-11 for a change in zoning from Agricultural District (AG/30) to Single Family - 10 District (SF 10/24) on 59.755 acres to allow for a single-family detached development. Property generally located at 1755 FM 1378 and 1813 and 2241 McMillen Road (ZC 2024-14).

### Recommendation

Motion to approve the Item as presented.

### Discussion

On February 25, 2025 City Council approved the writing of an ordinance for a change in zoning from Agricultural District (AG/30) to Single Family - 10 District (SF 10/24) on 59.755 acres to allow for a single-family detached development. Property generally located at 1755 FM 1378 and 1813 and 2241 McMillen Road (ZC 2024-14).

As part of the approval, Council stipulated that conditions be added to the voluntary development agreement the developer had supplied regarding building materials. In addition to the building materials, an 8' board-on-board fence shall be constructed on the north and west sides of the subdivision which will be owned and maintained by the HOA. Additionally, the developer shall work with City staff (Planning, Engineering, and Fire) and the HOA of Country Ridge Estates to provide either an inlet in or a connecting street to Sweetgum Drive to improve drainage.

The previously considered development agreement has been updated to include those stipulations and are included in this Ordinance.

Final approval of Zoning Case 2024-14 requires the adoption of the Ordinance to amend the zoning accordingly in the Official Zoning map of the City; and providing a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

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

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

**ORDINANCE NO. 2025-11**

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF WYLIE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING ON THE HEREINAFTER DESCRIBED PROPERTY, ZONING CASE NUMBER 2024-14, AGRICULTURAL DISTRICT (AG/30) TO SINGLE FAMILY - 10 DISTRICT (SF 10/24) ON 59.755 ACRES TO ALLOW FOR A SINGLE-FAMILY DETACHED DEVELOPMENT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1:** That the Comprehensive Zoning Ordinance of the City of Wylie, Texas, be, and the same is hereby, amended by amending the Zoning Map of the City of Wylie, to give the hereinafter described property a new zoning classification of Single Family 10/24 (SF-10/24), said property being described in Exhibit A (Legal Description), hereto and made a part hereof for all purposes.

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, on this 11th day of March, 2025.

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

ATTEST:

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

Date of Publication: March 20, 2025, in *The Wylie News*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING a tract of land situated in the William Patterson Survey, Abstract Number 716, Collin County, Texas being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001744, the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001745 O.P.R.C.C.T., and being all of a 40.00 acre tract of land described in deed to D-Dreams, Inc., recorded in instrument number 20070131000142850, O.P.R.C.C.T., and being more particularly described as follows:

Beginning at the northeast corner of said Butschek tract (97-0001744), being the southeast corner of Country Ridge Phase A, an addition to the City of Wylie, recorded in Cabinet O Page 309, in the Plat Records of Collin County, Texas (P.R.C.C.T.), being in the west right of way line of Country Club Drive (FM 1378);

THENCE South 01 degree 42 minutes 52 seconds West, with the west line of said Country Club Drive and east line of said Butschek tract (97-0001744), a distance of 372.61 feet to the southeast corner of said Butschek tract (97-0001744) and northeast corner of a 24.50 acre tract of land, described in deed to CS SECURE TRUST, Carole Carrington Shaw, Jeffrey Glen Shaw, and Victoria Carrington Shaw Arp, Co-Trustees, recorded in instrument number 2024000021221, O.P.R.C.C.T. ;

THENCE North 89 degrees 18 minutes 11 seconds West, with the south line of said Butschek tract (97-0001744) and the north line of said 24.50 acres tract, a distance of 1,167.47 feet to the northerly northwest corner of said 24.50 acre tract, being in the east line of said Butsheck tract (97-0001745);

THENCE South 00 degrees 58 minutes 57 seconds West, with the east line of said Butsheck tract (97-0001745), a distance of 172.52 feet to the southeast corner of said Butsheck tract (97-0001745), being an ell corner of said 24.50 acre tract;

THENCE South 87 degrees 44 minutes 39 seconds West, with a south line of said Butsheck tract (97-0001745), a distance of 208.03 feet to the westerly northwest corner of said 24.50 acre tract and a southwest corner of said Butsheck tract (97-0001745), being in the east line of said 40.00 acre tract;

THENCE South 00 degrees 06 minutes 43 seconds West, with the east line of said 40.00 acre tract and the west line of said 24.50 acre tract, a distance of 1,101.06 feet to the southeast corner of said 40.00 acre tract and the southwest corner of said 24.50 acre tract, being in the north right-of-way line of McMillen Road;

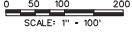
THENCE South 89 degrees 00 minutes 53 Seconds West, with the north line of McMillen Road and south line of said 40.00 acre tract, a distance of 1,239.99 feet to the southwest corner of said 40.00 acre tract and the southeast corner of a called 112.18 acre tract of land described in deed to Pamela Joe Thronburg, recorded in Instrument Number 20100416000373400, O.P.R.C.C.T.;

THENCE North 00 degrees 06 minutes 43 seconds East, with the west line of said 40.00 acre tract and east line of said 112.18 acre tract a distance of 1,405.27 feet to the northwest corner of said 40.00 acre tract and the southwest corner of said Butschek tract (97-0001744);

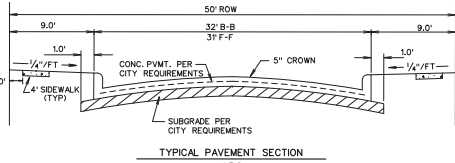
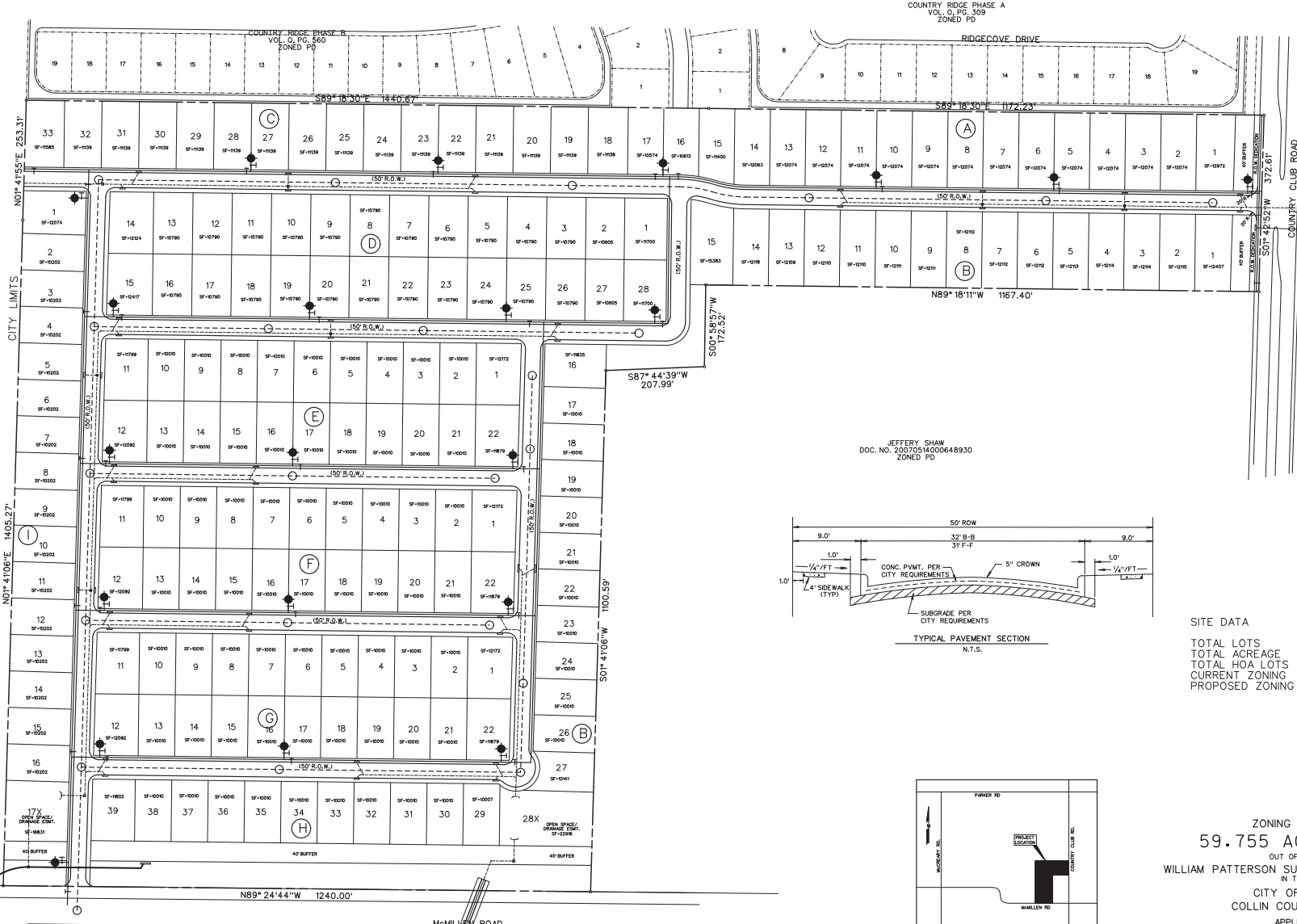
THENCE North 01 degrees 41 minutes 55 seconds East, continuing with the east line of said 112.18 acre tract and with the west line of said Butschek tract (97-0001744); with the east line of said 112.18 acres tract to a point, a distance of 253.31 feet to the southwest corner of Country Ridge Phase B, an addition to the City of Wylie, as recorded in Cabinet Q Page 560, P.R.C.C.T;

THENCE South 89 degrees 18 minutes 30 seconds East, with the with south lines of said Country Ridge Phase A and B, and with the north line of said Butschek tracts, a distance of 2,612.93 feet to the POINT OF BEGINNING and containing 59.75 acres of land.



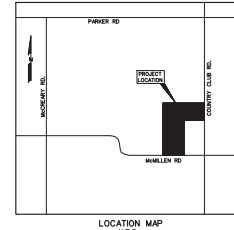


PAMELA THRONBURG  
DOC. NO. 2010041600373400



**SITE DATA**

TOTAL LOTS	181 LOTS
TOTAL ACREAGE	59.755 AC.
TOTAL HOA LOTS	7 LOTS
CURRENT ZONING	AG/30
PROPOSED ZONING	SF10/24



**ZONING EXHIBIT**  
**59.755 ACRE TRACT**  
OUT OF THE  
WILLIAM PATTERSON SURVEY, ABSTRACT NO. 716  
IN THE  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS  
APPLICANT  
SKORBURG COMPANY  
8214 WESTCHESTER DRIVE, STE. 900  
DALLAS, TEXAS 75225  
214-888-8877

PREPARED BY  
**CORWIN ENGINEERING, INC.**  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-398-1000  
WARREN CORWIN  
JANUARY 2025 SCALE 1"=100'

OWNERS  
**D-DREAMS INC** **MATTHEW BUTSCEK**  
3201 ROYALTY ROW 1755 FM 1378  
IRVING, TEXAS 75062 WYLIE, TEXAS 75098

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

After Recording Return to:

City of Wylie  
Attention: City Manager  
300 Country Club Road  
Wylie, Texas 75098

**DEVELOPMENT AGREEMENT AMONG  
SKORBURG RETAIL CORPORATION AND THE CITY OF WYLIE, TEXAS**

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and SKORBURG RETAIL CORPORATION, a Texas corporation ("Developer"). Wylie and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of approximately 59.75 acres situated in the William Patterson Survey, Abstract No. 716, generally located at 1755 FM 1378 & 2241 McMillen Road, Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer seeks to develop a new single family residential development, Country Club Estates, under the Single Family – 10 District (SF 10/24) with a maximum number of residential lots not to exceed 181 lots on the Property; and

WHEREAS, Developer and Wylie agree that Wylie has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Wylie; and

WHEREAS, Developer desires to voluntarily consent to complying with Wylie's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Developer agrees to voluntarily construct, at Developer's expense, additional improvements that are not required under Wylie's Single Family – 10 District (SF 10/24), as referenced in Exhibit C, attached hereto and incorporated herein for all purposes (the "Additional Improvements"), in the construction of the development on the Property;

WHEREAS, Wylie hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Wylie will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, the Wylie City Council has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Wylie and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that Developer is the sole owner of the Property as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right

but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.

- (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer voluntarily consents and agrees to such designation. Developer voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

- (a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Wylie sends written notice of such failure to Developer, then Wylie shall have the following remedies, in addition to Wylie's other rights and remedies:
- (i) to file this instrument in the Real Property Records of Collin County, Texas as a lien or encumbrance on the Property;
  - (ii) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;
  - (iii) to refuse to issue building permits for any building on the Property;
  - (iv) to refuse to issue a Certificate of Occupancy for any building on the Property;
  - (v) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or
  - (vi) to seek specific enforcement of this Agreement.
- (b) If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Wylie receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as Developer's sole and exclusive remedy.

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be

liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

6. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property, and shall be binding on the Developer and their respective successors and assigns. Wylie shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Wylie with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the right of Developer to grant such superior and priority encumbrance, lien or interest as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance, subordinating any such lien, attachment or encumbrance to Developer's rights granted herein.
7. Limitations of Agreement. Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Wylie under any ordinance, whether now existing or in the future arising.
8. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Wylie, addressed to it at:

City of Wylie  
 Attention: City Manager  
 300 Country Club Road  
 Wylie, Texas 75098  
 Telephone: (972) 516-6000  
 Facsimile: (972) 516-6026  
 Email: [brent.parker@wylitetexas.gov](mailto:brent.parker@wylitetexas.gov)

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
 Attention: Ryan D. Pittman  
 1700 Redbud Blvd., Suite 300  
 McKinney, Texas 75069

Telephone: (214) 544-4000  
 Facsimile: (214) 544-4044  
 Email: [REDACTED]

If to Developer, addressed to Developer at:  
 SKORBURG RETAIL CORPORATION  
 8214 Westchester Dr., Ste 900  
 Phone: 214-522-4945  
 Fax: 214-522-7244  
 Email: [REDACTED]

9. Indemnity.

- (a) **DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ANY DEVELOPER OR ANY OF EACH DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF WYLIE (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND WYLIE AGAINST ALL SUCH CLAIMS.**
- (b) **IN ITS SOLE DISCRETION, WYLIE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING EACH DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY WYLIE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY WYLIE IN WRITING. WYLIE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, WYLIE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY WYLIE IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO DEFEND WYLIE OR AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO INDEMNIFY WYLIE PURSUANT TO THIS AGREEMENT. EACH DEVELOPER SHALL RETAIN WYLIE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WYLIE'S WRITTEN NOTICE THAT WYLIE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, WYLIE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND EACH DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY WYLIE.**

- (c) **THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
10. Acknowledgement of Wylie's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.
- (a) **DEVELOPER ACKNOWLEDGES AND AGREES THAT:**
- (i) **THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**
- (A) **TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**  
 (B) **VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;**  
 (C) **VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED**  
 (D) **NUISANCE; OR**  
 (E) **CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**
- (ii) **EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS WYLIE FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ANY OF DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO OR AS A RESULT OF THIS SECTION.**
- (b) **EACH DEVELOPER RELEASES WYLIE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.**
- (c) **EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST WYLIE FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.**
- (d) **THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides

Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).



19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
22. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
- (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;
- (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
- (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
- (iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.
- (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.

24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not 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. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and Developer's officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Wylie. When referring to "Wylie" herein, this Agreement shall refer to and be binding upon Wylie and Wylie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager

Date: \_\_\_\_\_

Attested to by:

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

STATE OF TEXAS           §

§

COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared Brent Parker, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

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

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_


SKORBURG RETAIL CORPORATION,  
a Texas corporation

By:   
Adam Buczek, Authorized Signer  
Date: 3/5/2025

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Adam Buczek, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 5<sup>th</sup> day of March, 2025.

  
Notary Public, State of Texas  
My Commission Expires: 2/1/2028



**Exhibit A**  
**Legal Description of the Property**

BEING a tract of land situated in the William Patterson Survey, Abstract Number 716, Collin County, Texas being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001744, the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being all of a tract of land described in deed to Matthew M. Butschek and Catherine V. M. Butschek, husband and wife, recorded in Clerks File No. 97-0001745 O.P.R.C.C.T., and being all of a 40.00 acre tract of land described in deed to D-Dreams, Inc., recorded in instrument number 20070131000142850, O.P.R.C.C.T., and being more particularly described as follows:

Beginning at the northeast corner of said Butschek tract (97-0001744), being the southeast corner of Country Ridge Phase A, an addition to the City of Wylie, recorded in Cabinet O Page 309, in the Plat Records of Collin County, Texas (P.R.C.C.T.), being in the west right of way line of Country Club Drive (FM 1378);

THENCE South 01 degree 42 minutes 52 seconds West, with the west line of said Country Club Drive and east line of said Butschek tract (97-0001744), a distance of 372.61 feet to the southeast corner of said Butschek tract (97-0001744) and northeast corner of a 24.50 acre tract of land, described in deed to CS SECURE TRUST, Carole Carrington Shaw, Jeffrey Glen Shaw, and Victoria Carrington Shaw Arp, Co-Trustees, recorded in instrument number 2024000021221, O.P.R.C.C.T. ;

THENCE North 89 degrees 18 minutes 11 seconds West, with the south line of said Butschek tract (97-0001744) and the north line of said 24.50 acres tract, a distance of 1,167.47 feet to the northerly northwest corner of said 24.50 acre tract, being in the east line of said Butschek tract (97-0001745);

THENCE South 00 degrees 58 minutes 57 seconds West, with the east line of said Butschek tract (97-0001745), a distance of 172.52 feet to the southeast corner of said Butschek tract (97-0001745), being an ell corner of said 24.50 acre tract;

THENCE South 87 degrees 44 minutes 39 seconds West, with a south line of said Butschek tract (97-0001745), a distance of 208.03 feet to the westerly northwest corner of said 24.50 acre tract and a southwest corner of said Butschek tract (97-0001745), being in the east line of said 40.00 acre tract;

THENCE South 00 degrees 06 minutes 43 seconds West, with the east line of said 40.00 acre tract and the west line of said 24.50 acre tract, a distance of 1,101.06 feet to the southeast corner of said 40.00 acre tract and the southwest corner of said 24.50 acre tract, being in the north right-of-way line of McMillen Road;

THENCE South 89 degrees 00 minutes 53 Seconds West, with the north line of McMillen Road and south line of said 40.00 acre tract, a distance of 1,239.99 feet to the southwest corner of said 40.00 acre tract and the southeast corner of a called 112.18 acre tract of land described in deed to Pamela Joe Thronburg, recorded in Instrument Number 20100416000373400, O.P.R.C.C.T.;

THENCE North 00 degrees 06 minutes 43 seconds East, with the west line of said 40.00 acre tract and east line of said 112.18 acre tract a distance of 1,405.27 feet to the northwest corner of said 40.00 acre tract and the southwest corner of said Butschek tract (97-0001744);

THENCE North 01 degrees 41 minutes 55 seconds East, continuing with the east line of said 112.18 acre tract and with the west line of said Butschek tract (97-0001744); with the east line of said 112.18 acres tract to a point, a distance of 253.31 feet to the southwest corner of Country Ridge Phase B, an addition to the City of Wylie, as recorded in Cabinet Q Page 560, P.R.C.C.T;

THENCE South 89 degrees 18 minutes 30 seconds East, with the with south lines of said Country Ridge Phase A and B, and with the north line of said Butschek tracts, a distance of 2,612.93 feet to the POINT OF BEGINNING and containing 59.75 acres of land.

**Exhibit B**  
**Building Materials Standards**

As used in this Agreement, the term “Building Materials Standards” shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Ordinance No. 2021-19, Zoning Ordinance, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto), including but not limited to Section 3.4 (Residential Design Standards)
2. The Planned Development zoning ordinance or other zoning ordinance that approved the zoning on the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)
10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto)

11. Any other existing or future or successor ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building



### **Exhibit C Additional Improvements**

As used in this Agreement, the term “Additional Improvements” shall include all additional improvements as set forth below:

1. An eight-foot (8’) high board on board cedar wood fence, with a cap on top, along the northern property boundary adjacent to the existing residential subdivision shall be built by the Developer. This fence shall be built before any building certificates of occupancy are issued. Additionally, the Homeowners’ Association (HOA) shall be responsible for maintaining this fence.
2. An eight-foot (8’) high board on board cedar wood fence, with a cap on top, along the western property boundary adjacent to the property located in the extraterritorial jurisdiction (ETJ) shall be built by the Developer. This fence shall be built before any building certificates of occupancy are issued. Additionally, the Homeowners’ Association (HOA) shall be responsible for maintaining this fence.
3. Following the Developer obtaining the required demolition permit, all the existing radio towers located on the Property shall be removed. No horizontal construction shall commence on the Property until all the existing radio towers have been safely removed.
4. The Developer shall coordinate with both Wylie staff and the Country Ridge Homeowners’ Association (HOA) and collectively choose one (1) of the following options:
  - (a) The Developer shall provide a connection to the existing Sweetgum Drive right-of-way with a paved private access easement to be constructed by Developer. Additionally, this connection to Sweetgum Drive shall be restricted for emergency vehicle access only through an automatic gate. Both the private access easement and automatic gate shall be owned and maintained by the Homeowners’ Association (HOA).

- (b) The Developer shall construct a new drainage inlet in the Sweetgum Drive right-of-way, and a new storm sewer line through an easement in the development on the Property, as generally depicted in figure C-1 below. Final design and size of the inlet and storm sewer line shall be determined during engineering plan approval.

*Figure C-1*





# Wylie City Council

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## **AGENDA REPORT**

Department: Finance

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

Prepared By: Melissa Brown

### **Subject**

Discuss Five Year Financial Plan.

### **Recommendation**

Discussion

### **Discussion**

Discuss with the City Council the financial projections for fiscal years 2026-2030.



# 5 Year Projections

4B Fund, Utility Fund, and General Fund





# 4B Sales Tax Fund

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5 Year Projection



# 4B Personnel and Equipment/Capital Requests

	2026	2027	2028	2029	2030
Upgrade GSS positions	119,658	119,658	119,658	39,886	0
Equipment	350,000	170,000	15,000	125,000	15,000
Capital Requests fund balance	725,000	675,000	500,000	650,000	575,000
Total Funded Requests	1,194,658	964,658	634,658	814,886	590,000
Total Bond Funded Requests (\$17,325,000)	4,000,000	5,400,000	1,625,000	3,300,000	3,000,000

# 4B Sales Tax Fund Assumptions

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Sales tax increase of 8% each year

Service Fees increase 3% each year

4% increase in personnel expense each year to cover merit and health insurance

5% increase in personnel for market adjustments every other year beginning 2026

3% increase in operating expenses

One time expenses from FY 2025 have been pulled out to start with a base budget

Debt issuance of \$17,325,000 to fund projects throughout next five years

# 4B Sales Tax Fund

	<b>BUDGET FY 2025-26</b>	<b>PROJECTED FY 2026-27</b>	<b>PROJECTED FY 2027-28</b>	<b>PROJECTED FY 2028-29</b>	<b>PROJECTED FY 2029-30</b>
<b>BEGINNING FUND BALANCE (1)</b>	\$ 3,511,012	\$ 2,790,092	\$ 2,007,754	\$ 1,358,209	\$ 455,296
<b>TOTAL REVENUES</b>	\$ 6,708,209	\$ 7,191,339	\$ 7,711,560	\$ 8,271,761	\$ 8,271,761
Transfers from Other Funds	-	-	-	-	-
<b>TOTAL REVENUES &amp; TRANSFERS-IN</b>	\$ 6,708,209	\$ 7,191,339	\$ 7,711,560	\$ 8,271,761	\$ 8,271,761
Base Expenditures	\$ 5,914,471	\$ 6,257,020	\$ 6,844,447	\$ 7,213,788	\$ 7,780,862
New Personnel Requests	\$ 119,658	\$ 119,658	\$ 119,658	\$ 39,886	\$ -
<b>TOTAL RECURRING EXPENDITURES</b>	\$ 6,034,129	\$ 6,376,678	\$ 6,964,105	\$ 7,253,674	\$ 7,780,862
Equipment Requests	350,000	170,000	15,000	125,000	15,000
Fund Balance Capital Projects	725,000	675,000	500,000	650,000	575,000
Transfers to Other Funds (Debt Payments)	320,000	752,000	882,000	1,146,000	1,386,000
<b>TOTAL EXPENDITURES &amp; TRANSFERS-OUT</b>	\$ 7,429,129	\$ 7,973,678	\$ 8,361,105	\$ 9,174,674	\$ 9,756,862
<b>ENDING FUND BALANCE</b>	\$ 2,790,092	\$ 2,007,754	\$ 1,358,209	\$ 455,296	\$ (1,029,804)
<b>FUND BALANCE - % OF SALES TAX</b>	<b>51.77%</b>	<b>34.49%</b>	<b>21.61%</b>	<b>6.71%</b>	<b>-15.17%</b>
<b>EXCESS FUND BALANCE (OVER 25%)</b>	<b>1,442,734</b>	<b>552,606</b>	<b>(213,350)</b>	<b>(1,241,988)</b>	<b>(2,727,088)</b>





# Utility Fund

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5 Year Projection



# Utility Fund Personnel and Equipment Requests

Personnel Requests	2026	2027	2028	2029	2030
Equipment Operator II (2) Water		156,000			
Fleet Maintenance Technician (Water)	72,370				
Right of Way Inspector	80,747				
<b>Total Utility Fund (4 FTE Positions)</b>	<b>153,117</b>	<b>156,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
Equipment/Vehicle and Other One Time Requests	2026	2027	2028	2029	2030
Utility Admin	0	0	0	0	0
Water	395,000	555,000	175,000	100,000	100,000
Wastewater	850,000	985,000	711,000	626,000	221,000
Engineering	65,000	0	65,000	65,000	0
	<b>1,310,000</b>	<b>1,540,000</b>	<b>951,000</b>	<b>791,000</b>	<b>321,000</b>

# Utility Fund Assumptions

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Water 5% and Sewer 5.5% increase each year

Service Fees increase 3% each year

4% increase in personnel expense each year to cover merit and health insurance

5% increase in personnel for market adjustment every other year beginning 2026

3% increase in operating expenses

Payment for NTMWD \$102 million bond included starting in 2025

Includes Dogwood, Hilltop and Briarwood waterline replacements and Ann Drive waterline extension

One time expenses from FY 2025 have been pulled out to start with a base budget

# Utility Fund

	<u>BUDGET</u> <u>FY 2025-26</u>	<u>PROJECTED</u> <u>FY 2026-27</u>	<u>PROJECTED</u> <u>FY 2027-28</u>	<u>PROJECTED</u> <u>FY 2028-29</u>	<u>PROJECTED</u> <u>FY 2029-30</u>
<b>BEGINNING FUND BALANCE</b>	\$ 32,621,304	\$ 28,475,847	\$ 27,749,085	\$ 28,843,756	\$ 31,031,560
<b>TOTAL REVENUES</b>	<u>\$ 33,308,930</u>	<u>\$ 34,988,673</u>	<u>\$ 36,756,187</u>	<u>\$ 38,616,083</u>	<u>\$ 40,573,215</u>
Transfers from Other Funds	-	-	-	-	-
<b>TOTAL REVENUES &amp; TRANSFERS-IN</b>	<u>\$ 33,308,930</u>	<u>\$ 34,988,673</u>	<u>\$ 36,756,187</u>	<u>\$ 38,616,083</u>	<u>\$ 40,573,215</u>
Base Expenditures	\$ 29,690,278	\$ 31,134,413	\$ 31,738,943	\$ 32,576,559	\$ 33,773,960
New Personnel Requests	153,117	156,000	-	-	-
<b>TOTAL RECURRING EXPENDITURES</b>	<u>\$ 29,843,395</u>	<u>\$ 31,290,413</u>	<u>\$ 31,738,943</u>	<u>\$ 32,576,559</u>	<u>\$ 33,773,960</u>
Equipment/One Time Requests	4,810,000	1,540,000	951,000	791,000	321,000
Transfers to Other Funds	2,800,992	2,885,022	2,971,573	3,060,720	3,152,542
<b>TOTAL EXPENDITURES &amp; TRANSFERS-OUT</b>	<u>\$ 37,454,387</u>	<u>\$ 35,715,435</u>	<u>\$ 35,661,516</u>	<u>\$ 36,428,279</u>	<u>\$ 37,247,502</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 28,475,847</u>	<u>\$ 27,749,085</u>	<u>\$ 28,843,756</u>	<u>\$ 31,031,560</u>	<u>\$ 34,357,273</u>
<b>FUND BALANCE - days of expenditures</b>	<b>278</b>	<b>284</b>	<b>295</b>	<b>311</b>	<b>337</b>
<b>EXCESS FUND BALANCE (OVER 90 days)</b>	<b>19,240,519</b>	<b>18,942,539</b>	<b>20,050,505</b>	<b>22,049,245</b>	<b>25,172,957</b>



# General Fund

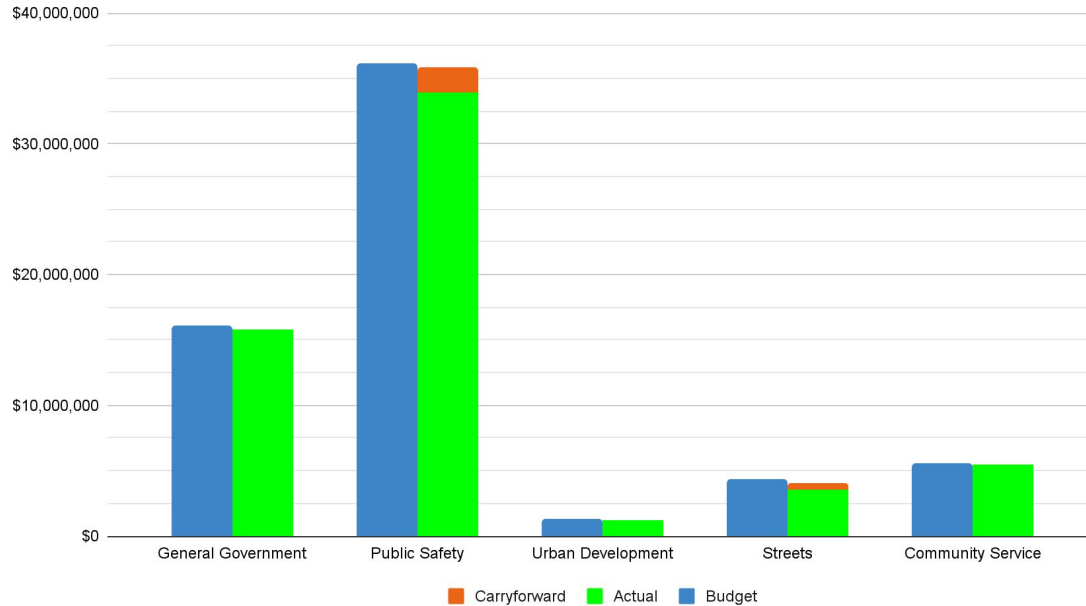
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## Analysis and 5 Year Projection



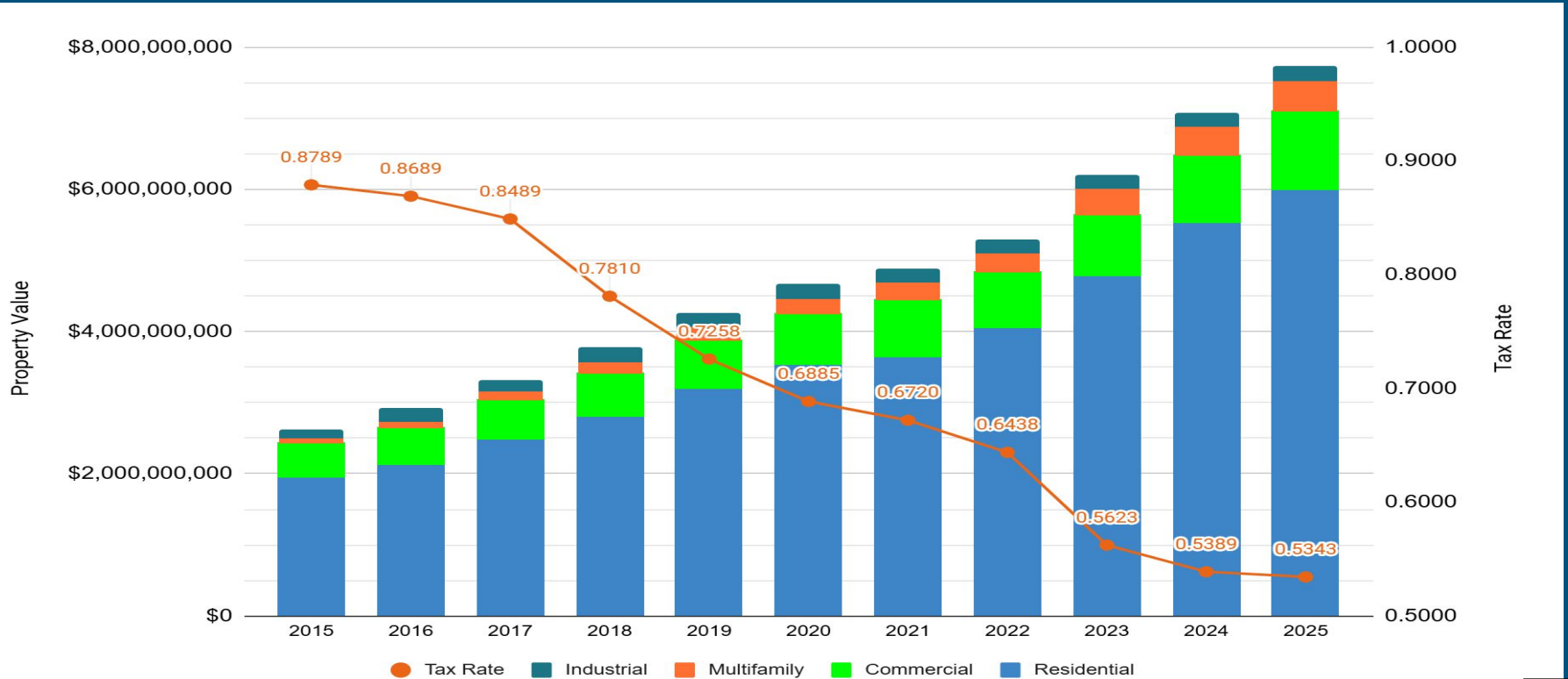
# Fiscal Year 2024 Expenditure Summary

FY 2024 Budget v. Actual (plus Carryforwards)

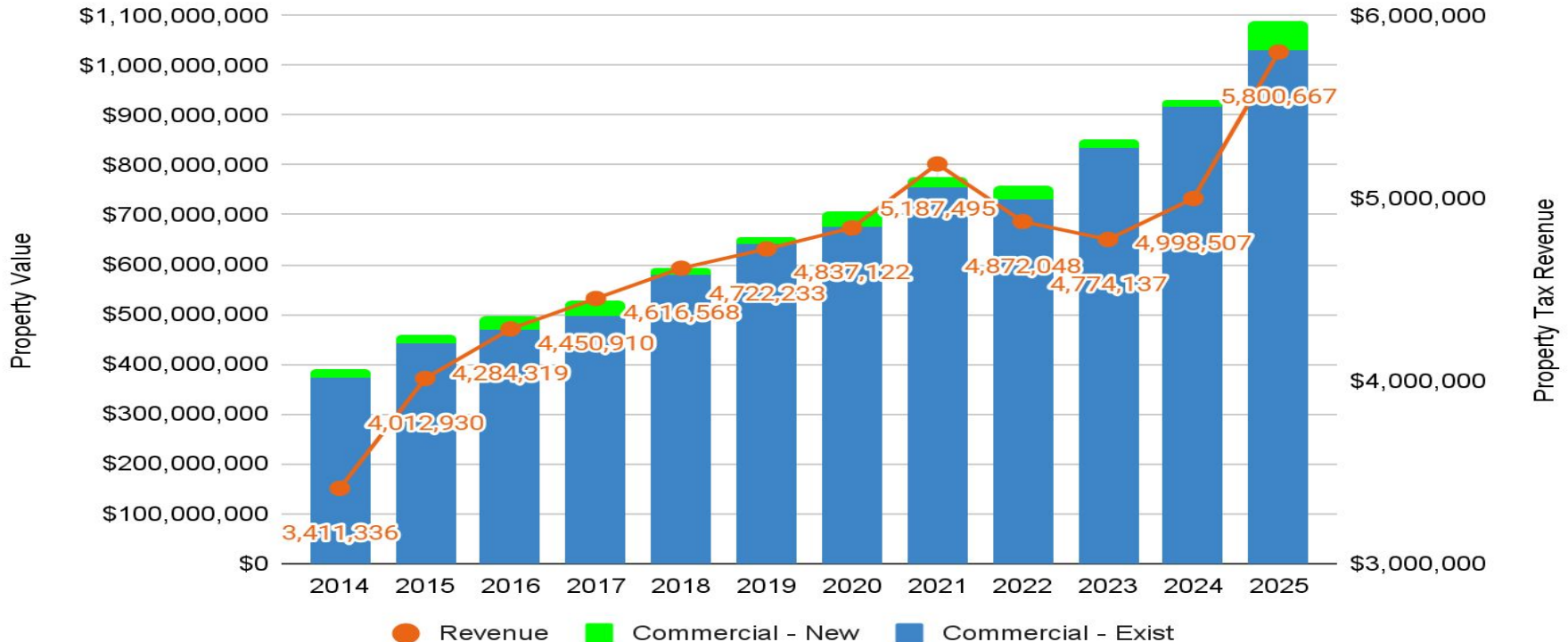


	Variance	% Unspent
General Government	375,964	2.35%
Public Safety	267,227	0.74%
Urban Development	142,099	11.70%
Streets	327,928	7.73%
Community Service	108,695	1.98%
<b>Total</b>	<b>1,221,913</b>	<b>1.94%</b>

# Taxable Property Value (by Type) & Tax Rate

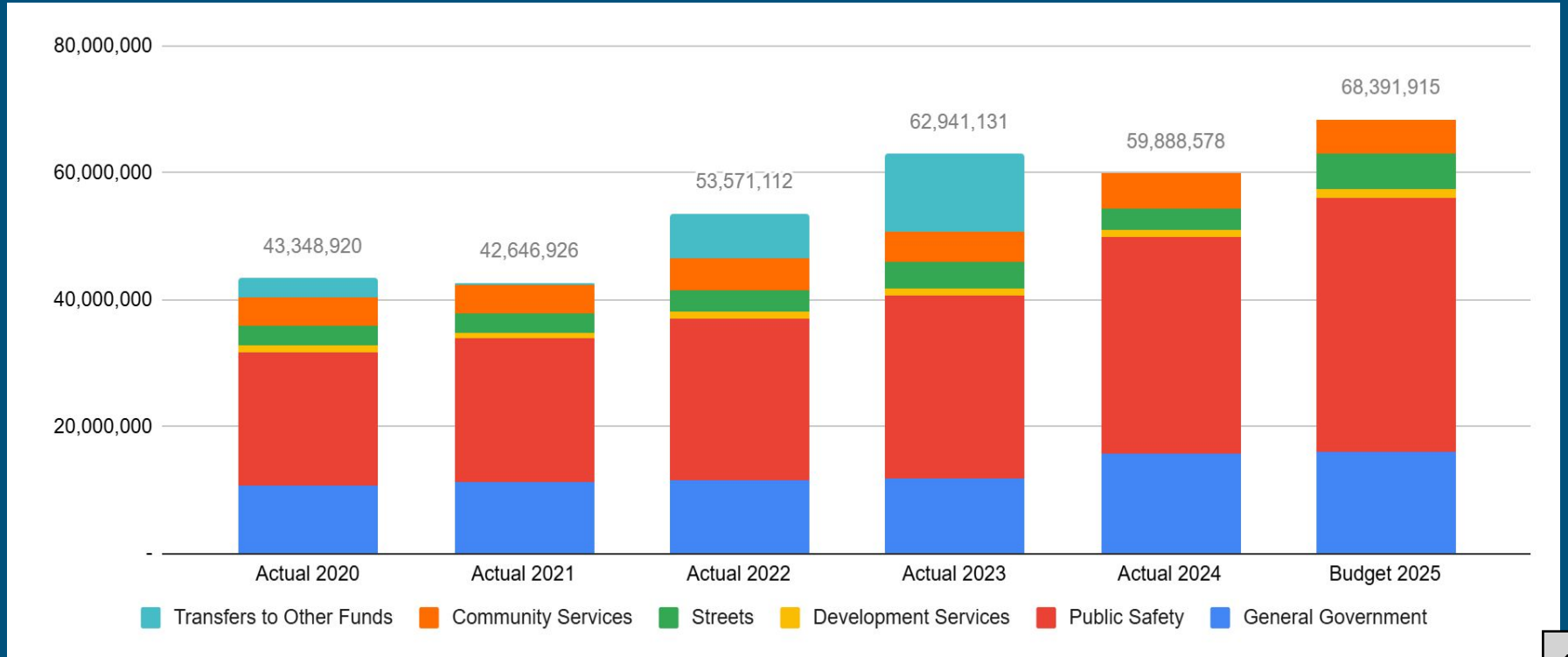


# Commercial Property Value & Property Tax Revenue





# General Fund Expenditure Trend



# Personnel Requests - Public Safety

	2026	2027	2028	2029	2030
<b>Police</b>					
SRO (6) (City Portion)	126,639	126,639	126,639		
Crossing Guards	35,100				
Detectives (4)	126,639	126,639	126,639		126,639
Patrol/Traffic Officers (12)	253,278	253,278	253,278	379,917	379,917
Mental Health Unit (3)	141,080	126,639		126,639	
Training Officer - Professional Standards		126,639			
Part Time Bailiff/Warrant Officer	34,370		0		
Assistant Chief (Admin)			197,411		
Civilian (2)			55,000		63,245
<b>Total 30 FTE Positions</b>	<b>717,106</b>	<b>759,834</b>	<b>758,967</b>	<b>506,556</b>	<b>569,801</b>
<b>Fire and Emergency Communications</b>					
Relief Firefighters (3)	419,318				
Fire Inspector/Investigator	127,100				
Mental Health Unit Paramedic (3)	139,773	139,773	139,773		
Paramedics 4th Ambulance (4)				365,012	
EMT 4th Ambulance (4)				333,540	
Fleet Maintenance Technician	78,200				
Community & Life Safety Education Coordinator			73,345		
Dispatcher (4)	92,896		69,380	69,380	69,380
Communications Supervisor	123,937				
<b>Total 22 FTE Positions</b>	<b>981,224</b>	<b>139,773</b>	<b>282,498</b>	<b>767,932</b>	<b>69,380</b>

# Personnel Requests - General Government

	2026	2027	2028	2029	2030
Equipment Operator I (6)	57,019	57,019	114,038	57,019	57,019
Equipment Operator II					78,107
Assistant City Planner			86,468		
Animal Control Officer		66,003			
Part Time Kennel Attendant (3)				72,952	
Kennel Supervisor					61,798
City Secretary Admin Assistant - Public Information	67,870				
Facilities/Custodian Position	56,542				
Facilities Maintenance Technician	80,748				
Finance - Accountant			76,412		
IT Public Safety IT Specialist	80,748				
Municipal Court PT Judge to FT Judge		124,049			
Municipal Court Magistrate Clerk		69,683			
<b>Total General Government (18 FTE Positions)</b>	<b>342,927</b>	<b>316,754</b>	<b>276,918</b>	<b>129,971</b>	<b>196,924</b>
<b>70 New FTE - General Fund</b>	<b>2,041,257</b>	<b>1,216,361</b>	<b>1,318,383</b>	<b>1,404,459</b>	<b>836,105</b>

# Vehicle, Equipment and One Time Requests

	2026	2027	2028	2029	2030
Police	1,773,400	937,300	1,273,400	1,029,450	794,300
Fire	3,967,432	1,172,132	1,693,132	1,486,848	3,001,308
Streets	880,000	1,150,000	1,150,000	1,190,000	1,155,000
General Government	263,550	257,350	219,100	81,000	15,000
	6,884,382	3,516,782	4,335,632	3,787,298	4,965,608

# General Fund Requested Expenditures

	2026	2027	2028	2029	2030
Base Expenditures	67,431,098	71,585,901	75,006,465	79,673,680	83,503,906
Personnel Requests - Public Safety	1,698,330	2,597,937	3,639,402	4,913,891	5,553,072
Personnel Requests - General Govt	342,927	659,681	936,599	1,066,570	1,263,494
Total New Personnel Requests Cumulative	2,041,257	3,257,618	4,576,001	5,980,461	6,816,566
<b>Total Recurring Expenditures</b>	<b>69,472,355</b>	<b>74,843,519</b>	<b>79,582,466</b>	<b>85,654,141</b>	<b>90,320,472</b>
Equipment and Vehicle Requests - Public Safety	5,740,832	2,109,432	2,966,532	2,516,298	3,795,608
Equipment and Vehicle Requests - General Govt	1,143,550	1,407,350	1,369,100	1,271,000	1,170,000
<b>Total Equipment and Vehicle Requests</b>	<b>6,884,382</b>	<b>3,516,782</b>	<b>4,335,632</b>	<b>3,787,298</b>	<b>4,965,608</b>
<b>Total Expenditures</b>	<b>76,356,737</b>	<b>78,360,301</b>	<b>83,918,098</b>	<b>89,441,439</b>	<b>95,286,080</b>

# Assumptions

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4% increase in personnel expense each year to cover merit and health insurance

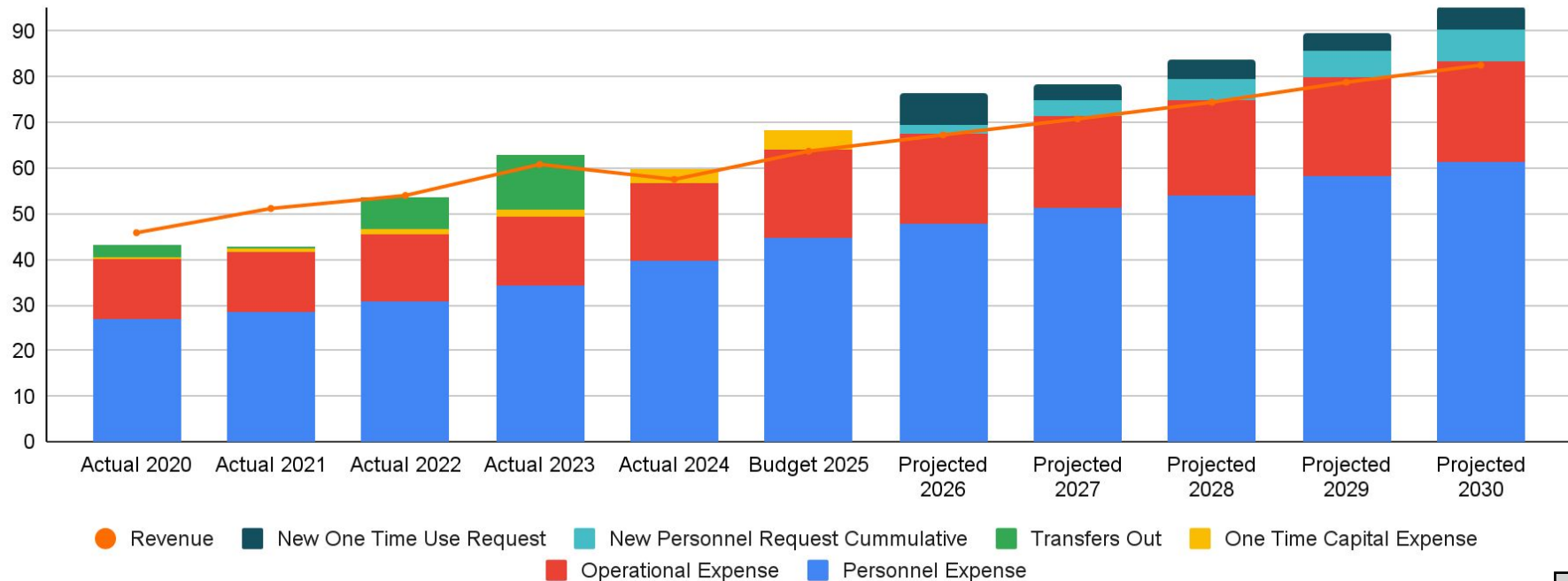
5% increase in personnel for general and public safety market adjustments in alternating years

3% increase in operating expenses

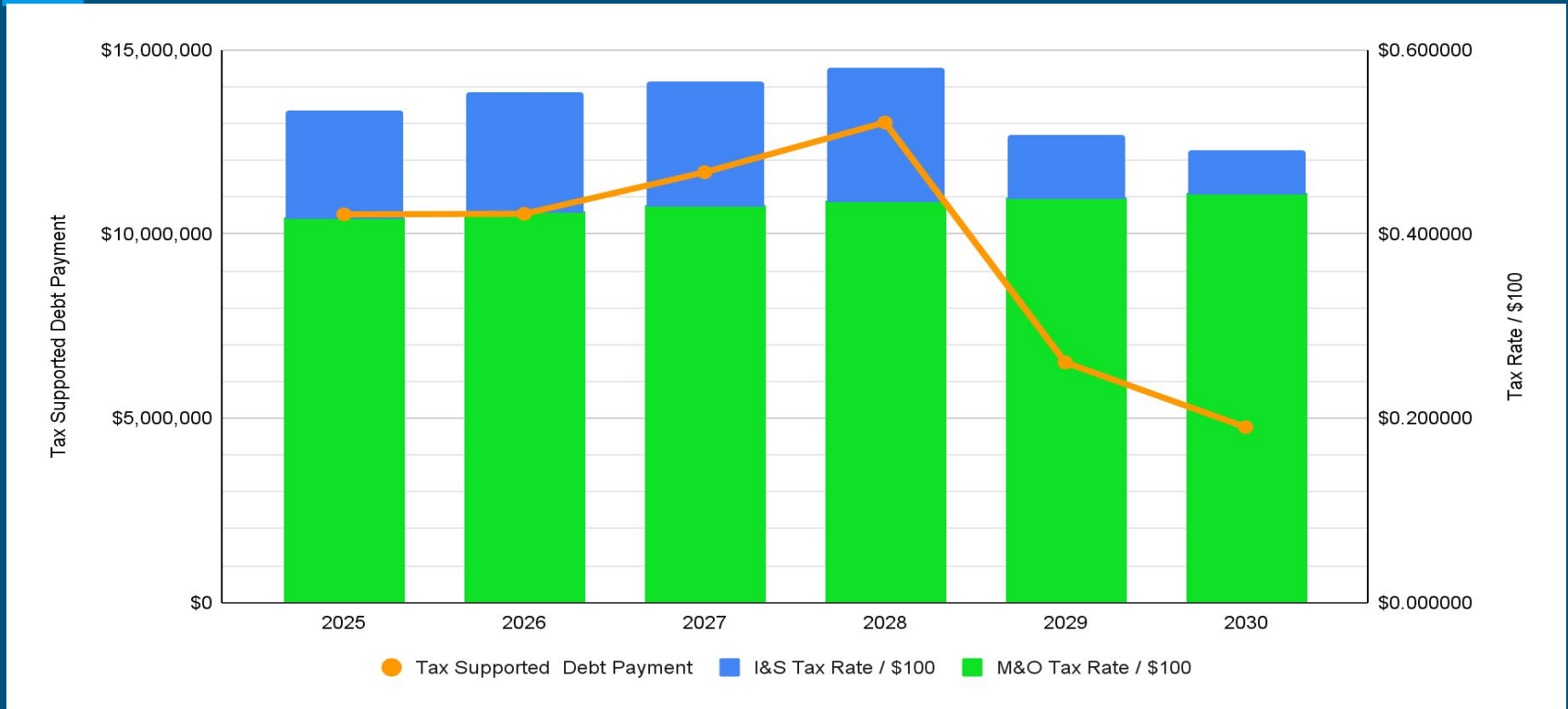
One time expenses from FY 2025 have been pulled out to start with a base budget

# Revenue and Expense Trend

## Expense Category Trend (in millions)



# Effects of Approved Debt on Property Tax Rate





# Questions?

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