

Wylie City Council Regular Meeting

April 22, 2025 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Pledge of Allegiance - Cub Scout Troop 418.

PRESENTATIONS & RECOGNITIONS

PR1. 2024 Achievement of Library Excellence Award and National Library Week.

PR2. Small Business Week.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of April 8, 2025 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Preliminary Plat of Lots 1, Block A of Dura Pier Foundation Addition, establishing one commercial lot on 2.394 acres. Property located at 339 Hooper Road.
- C. Consider, and act upon, an amended plat being a Final Plat of Lot 7R, Block A of The Greenway Addition, establishing one commercial lot on 1.215 acres. Property located at 961 S. Westgate Way.
- D. Consider, and act upon, Ordinance No. 2025-16 for a change in zoning from Planned Development 2011-29 (PD 2011-29) to Planned Development 2011-29 - Special Use Permit (PD 2011-29-SUP) on 5.80 acres to allow for a Farmer's Market use. Property located at 711 Woodbridge Parkway (ZC 2025-01).
- E. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2025.
- F. Consider, and act upon, the City of Wylie Monthly Investment Report for March 31, 2025.
- G. Consider, and act upon, the approval of the purchase of five (5) Chevy trucks for Public Works and Parks in an estimated amount of \$325,413.00 from Sam Packs Five Star Chevrolet through a cooperative purchasing agreement with BuyBoard and authorizing the City Manager to execute any and all necessary documents.

- H. Consider, and act upon, Purchase No. W2025-104 from Consolidated Traffic Controls, Inc. in an estimated amount of \$346,411.00 for the acquisition of equipment for signal improvements through a cooperative purchasing agreement with HGACBuy (Houston-Galveston Area Council of Governments).
- I. Consider, and act upon, the award of Request for Bids No. W2025-96 for the construction of three signalized intersections to Road Solutions, LLC in the amount of \$1,085,895.41 and authorizing the City Manager to execute any and all necessary documents.

REGULAR AGENDA

- 1. Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2025 to May 31, 2027.
- 2. Consider, and act upon, a Preliminary Plat of Country Club Estates creating 173 residential lots and seven HOA lots on 59.755 acres, generally located at 1755 FM 1378 and 1813 and 2241 McMillen Road.
- 3. Consider, and act upon, authorizing the City Manager to sign a Development Agreement pending Annexation, between the City of Wylie and Wylie 33, LLC for the development of a manufactured home community generally located on the east side of East FM 544 at Alanis Drive.
- 4. Consider, and act upon, authorizing the City Manager to sign a Annexation Services Agreement pending Annexation, between the City of Wylie and Wylie 33, LLC for the development of a manufactured home community generally located on the east side of East FM 544 at Alanis Drive.
- 5. Hold a public hearing, consider, and act upon, Ordinance No. 2025-17 authorizing the annexation of a 47.97-acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, which is contiguous and adjacent to the City of Wylie, in Collin County, Texas A2025-01.
- 6. Hold a public hearing, consider, and act upon, Resolution No. 2025-10(R) consenting to the inclusion of the City's extraterritorial jurisdiction within the boundaries of the proposed Collin County Emergency Services District No. 1, in response to a petition for the creation of Collin County Emergency Services District No. 1 pursuant to Chapter 775 of the Texas Health and Safety Code.
- 7. Consider, and act upon, the approval of an Assignment and Assumption of Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. in favor of Collin County Water Control and Improvement District No. 3 and authorizing the City Manager to execute any necessary documents.
- 8. Consider, and act upon, the recommendation to reject all bids for W2025-87 Stone Road Maintenance Activities.
- 9. Consider, and act upon, Ordinance No. 2025-18 amending Ordinance No. 2024-25, which established the fiscal year 2024-2025 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

WORK SESSION

- WS1. Wylie Public Works Department update and Five-Year Plan.

RECONVENE INTO REGULAR SESSION

EXECUTIVE SESSION

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

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

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

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

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

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

ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2022-1b, 2022-1c, 2023-1c, 2023-2d, 2023-11b, 2024-2d, 2024-5a, 2024-5f, 2024-7a, 2024-8d, 2024-9d, 2024-12a, 2024-12c, 2025-1a, 2025-1f, 2025-2a, 2025-3a, 2025-3b, 2025-3d, 2025-4a, 2025-4b, 2025-4c, 2025-4d, 2025-4e, and 2025-4f.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

READING OF ORDINANCES

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

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on April 18, 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

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of April 8, 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

April 08, 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 Sid Hoover, Councilman Scott Williams, and Councilman Gino Mulliqi.

Staff present included: City Manager Brent Parker; Assistant Fire Chief Brian Ritter; Communications and Marketing Director Craig Kelly; City Secretary Stephanie Storm; Police Chief Anthony Henderson; Community Services Director Jasen Haskins; Assistant Library Director Lisa Galletta; Parks and Recreation Director Carmen Powlen; Engineering Project Manager Jenneen Elkhaid; City Attorney Richard Abernathy; Purchasing Manager Chris Rodriguez; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor *pro tem* Forrester led the Invocation, and Councilman Mulliqi led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. Term 3 Wylie Way Students.

Mayor Porter and Mayor *pro tem* Forrester presented medallions to students demonstrating “Shining the Wylie Way.” Every nine weeks, one student from each WISD campus is chosen as the “Wylie Way Student.”

PR2. National Public Safety Telecommunicator Week.

Mayor Porter presented a proclamation proclaiming the week of April 9-15, 2025 as National Public Safety Telecommunicator Week in Wylie, Texas. City staff members were present to accept the Proclamation.

PR3. Child Abuse Prevention Month.

Mayor Porter presented a proclamation proclaiming the month of April as Child Abuse Prevention Month in Wylie, Texas. Members from Foster Friends, Empower, CASA of Collin County, and Wylie Police Officers were present to accept the Proclamation.

COMMENTS ON NON-AGENDA ITEMS

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

Emma Stratford, representing Juneteenth Organization of Wylie, invited the public to attend Wylie's 6th Annual Juneteenth Freedom Celebration on June 14, 2025.

Chad Engbrock, representing the Wylie News, addressed the Council with concerns regarding Proposition F in the upcoming May 3, 2025 Charter Amendment special election.

Terri Thurmond addressed the Council with concerns regarding the McMillen Road project.

Doug Jones, representing Trinity Valley Ranch, addressed the Council with concerns regarding the McMillen Road project and the impact it has had on their business.

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 March 25, 2025 Regular City Council Meeting minutes.**
- B. Consider, and act upon, approval of the 1Lt Robert F. Welch III Charity non-profit group, to hold their annual 1LT Robert F. Welch III Run for our Heroes 5K/Walk Event at Olde City Park on April 26, 2025.**
- C. Consider, and act upon, approval of the Juneteenth of Wylie Organization non-profit group, to hold their annual Juneteenth Festival of Wylie Event at Olde City Park on June 14, 2025.**
- D. Consider, and act upon, Ordinance No. 2025-14 amending Wylie's Zoning Ordinance, Ordinance No. 2006-04, as amended, Article 5 (Use Regulations) and Article 7 (General Development Regulations) amending certain regulations relating to smoke shops, and provide an appeal process from distance requirements.**
- E. Consider, and act upon, the approval of the purchase Higher Ground 911 recording software and equipment in the estimated amount of \$114,252.31 through a cooperative purchasing contract with Commercial Electronics and authorizing the City Manager to execute any and all necessary documents.**

Council Action

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

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 6:42 p.m.

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING.

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

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

ES1. Receive legal advice from the City Attorney regarding Trinity Valley Ranch, LLC v. City of Wylie, Cause No. 493-02900-2024 assigned to the 493rd District Court and pending an appeal in the 5th Court of Appeals, Dallas, Texas.

- ES2. Receive legal advice from the City Attorney regarding Memorandum of Agreement Among the U.S. Army Corps of Engineers, Fort Worth District, the Texas Historic Preservation Officer, and the City of Wylie, Texas concerning the McMillen Road Project.**
- ES3. Receive legal advice from the City Attorney regarding social media posts and responses by the City of Wylie and its employees and elected officials.**
- ES4. Receive legal advice from the City Attorney regarding the construction road project on McMillen Road and the related contracts with the general contractor and engineer.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter reconvened the Council into Open Session at 7:42 p.m.

REGULAR AGENDA

- 1. Consider, and act upon, Ordinance No. 2025-15 amending Ordinance No. 2024-25, which established the fiscal year 2024-2025 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.**

Council Action

A motion was made by Councilman Strang, seconded by Councilman Mulliqi, to approve Item 1 as presented. A vote was taken, and the motion passed 7-0.

- 2. Consider, and act upon, the approval of a Memorandum of Agreement (MOA) with the United States Army Corps of Engineers, Fort Worth District (USACE) as it relates to the McMillen Road Project, and authorizing the City Manager to execute any necessary documents.**

Staff Comments

City Manager Parker addressed the Council, giving a brief presentation and answering questions from the Council.

James Gluba, Terri Thurmond, and Doug Jones addressed the Council with concerns and questions regarding the McMillen Road project.

City Manager Parker responded to the questions and provided a statement and update on the project.

Council Action

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Strang, to approve Item 2 as presented. A vote was taken, and the motion passed 7-0.

- 3. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Planned Development 2011-29 (PD 2011-29) to Planned Development 2011-29 - Special Use Permit (PD 2011-29-SUP) on 5.80 acres to allow for a Farmer's Market use. Property located at 711 Woodbridge Parkway (ZC 2025-01).**

Staff Comments

Community Services Director Haskins addressed the Council, giving a brief presentation and answering questions from the Council.

Public Hearing

Mayor Porter opened the public hearing on Item 3 at 8:02 p.m., asking anyone present wishing to address the Council to come forward.

Rachel Echols, representing the Wylie Farmers Market, addressed the Council regarding the Market.

Mayor Porter closed the public hearing at 8:05 p.m.

Council Action

A motion was made by Councilman Mulliqi, seconded by Mayor *pro tem* Forrester, to approve Item 3 as presented. A vote was taken, and the motion passed 7-0.

Mayor Porter recessed the Council into a break at 8:07 p.m.

Mayor Porter reconvened the Council into Regular Session at 8:12 p.m.

WORK SESSION

Mayor Porter convened the Council into Work Sessions at 8:12 p.m.

WS1. Wylie Police Department update and Five-Year Plan.

Police Chief Henderson addressed the Council, providing an update on the Wylie Police Department and the five-year plan, and answered questions from the Council. Chief Henderson clarified that the Calls for Service and Personnel Needs slides, pages 58 and 67 in the agenda packet, have been updated with more accurate information.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 9:06 p.m.

READING OF ORDINANCES

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

City Secretary Storm read the captions of Ordinance Nos. 2025-14 and 2025-15 into the official record.

ADJOURNMENT

A motion was made by Councilman Williams, seconded by Mayor Porter, to adjourn the meeting at 9:08 p.m. A vote was taken, and the motion passed 7-0.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Lots 1, Block A of Dura Pier Foundation Addition, establishing one commercial lot on 2.394 acres. Property located at 339 Hooper Road.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Dura Pier Foundation Repair North Texas Inc

APPLICANT: Urban Strategy

The applicant has submitted a Preliminary Plat for Lot 1, Block A of Dura Pier Foundation Addition located on 2.394 acres at 339 Hooper Road. The purpose of the Preliminary Plat is to establish the property lines for the creation of one lot. The property owner has plans to develop the site with future office/warehouse buildings. The property is zoned Light Industrial and allows for the proposed use.

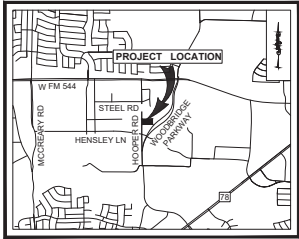
Approval of a Site Plan and Final Plat shall be required prior to development. The Final Plat shall provide the required fire access and utility easements.

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

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 6-0 to recommend approval.



VICINITY MAP
(NOT TO SCALE)

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Dura Pier Foundation Repair North Texas Inc. are the owners of a 2.394 acre tract of land situated in the L. Pigues Survey, Abstract No. 703, City of Wylie, Collin County, Texas, being that tract of land described to said Dura Pier Foundation Repair North Texas Inc. by General Warranty Deed recorded in Instrument No. 2023000130918, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of that tract of land described to Syed S. Afzar & Mahjabin A. Afzar by deed recorded in Instrument No. 20140818000880850, O.P.R.C.C.T., and being in the east Right-of-Way (R.O.W.) line of Hooper Road, a variable width R.O.W.;

THENCE North 89 degrees 45 minutes 24 seconds East, with the south line of said Afzar tract, a distance of 466.00 feet to a 1/2 inch iron rod found for the southeast corner of said Afzar tract, and being on the west line of Lot 1, Block A, Hooper Business Park, an addition to the City of Wylie, Collin County, Texas, according to the map thereof recorded in Volume 333A, Page 3340, O.P.R.C.C.T.

THENCE South 00 degrees 42 minutes 05 seconds East, with the west line of said Lot 1, Block A, Hooper Business Park, a distance of 223.49 feet to a 1/2 inch iron rod with plastic orange cap stamped "Urban Strategy" for the northeast corner of that tract of land described to Texas Power & Light Company, by deed recorded in Volume 577, Page 335, Deed records, Collin County, Texas (D.R.C.C.T.), from which a 1/2 inch iron rod found for witness bears North 14 degrees 40 minutes 44 seconds West, a distance of 0.85 feet;

THENCE South 89 degrees 45 minutes 24 seconds West, with the north line of said Texas Power & Light Company tract, a distance of 467.07 feet to a 1/2 inch iron rod with plastic orange cap stamped "Urban Strategy" for the southwest corner of said Dura Pier Foundation Repair North Texas Inc. tract, and being in the east R.O.W. line of said Hooper Road;

THENCE North 00 degrees 25 minutes 41 seconds West, with the east R.O.W. line of said Hooper Road, a distance of 223.48 feet to the POINT OF BEGINNING, and containing 104,262 square feet or 2.394 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

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

WITNESS, my hand, this ____ day of ___, 2025.

BY:

Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF COLLIN §

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

Given under my hand and seal of office, this ____ day of ___, 2025.

Notary Public in and for the State of Texas

My Commission Expires On:

CERTIFICATE OF APPROVAL

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission
City of Wylie, Texas

Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the subdivision or addition to the City of Wylie was submitted to the City Council on the ____ day of ___, 2025, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, easement, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinafter subscribed.

Witness my hand this ____ day of ___, A.D., 2025

City Secretary
City of Wylie, Texas

Date

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas

Date

"ACCEPTED"

Mayor, City of Wylie, Texas

Date

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF NAME §

KNOW ALL MEN BY THESE PRESENTS:

That I, **David A. Minton**, 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.

Dated this ____ day of ___, 2025.

David A. Minton
Registered Professional Land Surveyor No. 6233

STATE OF TEXAS §
COUNTY OF NAME §

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

Given under my hand and seal of office, this ____ day of ___, 2025.

Notary Public in and for the State of Texas

My Commission Expires On:

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

ABBREVIATIONS

INST. NO. INSTRUMENT NUMBER
M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
VOL. VOLUME
PG. PAGE
(XX" XX' XX") RECORD BEARING
(DOCK) RECORD DISTANCE
P.O.B. POINT OF BEGINNING
(C.M.) CONTROLLING MONUMENT
IRS IRON ROD SET w/ ORANGE CAP STAMPED
"URBAN STRATEGY"
IRF IRON ROD FOUND
IPF IRON PIPE FOUND
IRFC IRON ROD FOUND CAPPED
EMT EMENT

LINE TYPES

— STREET CENTERLINE
— ASPHALT
— OVERHEAD ELECTRIC LINE
— WASTEWATER LINE
— STORM-RAIN LINE
— WATER LINE

LEGEND

○ BOUNDARY/LOT CORNER
○ POWER POLE
X WATER VALVE
○ LIGHT POLE
○ TREE

GENERAL NOTES

1. Bearings and coordinates shown hereon the plat are created from our actual field survey, related to the Texas Coordinate System, Texas North Central Zone (4202), NAD83 grid values.
2. Vertical datum is NAVD83 GEOID12B, as derived by GNSS from Trimble RTK Network.
3. Not all lot lines outside of the boundary of the subject property shown hereon have been surveyed and are shown as graphical depiction based on recorded information and tax map, only.
4. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and subject to penalties imposed by law.
5. According to Flood Insurance Rate Map (FIRM) Map No. 48085C0415J dated 06/02/2009 prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X, Other Areas - Areas determined to be outside the 0.25% annual chance floodplain, by graphical plotting.
6. The purpose of this plat is to create one (1) platted lot from an unplatted 2.394 acre tract of land.



1300 E. Campbell Road, Suite 210, Richardson, Texas 75081
Firm Registration #2024050101, 214-396-2339
www.urbanstrategy.us

PRELIMINARY PLAT

DURA PIER FOUNDATION ADDITION

LOT 1, BLOCK A

BEING 2.394 ACRES / 104,262 SQUARE FEET

339 HOOPER ROAD

OUT OF THE L. PIGUES SURVEY, ABSTRACT NO. 703

CITY OF WYLIE, COLLIN COUNTY, TEXAS

CIVIL
URBAN STRATEGY
4222 MAIN ST.
DALLAS, TX 75226
WWW.URBANSTRATEGY.US
214-295-5775

SURVEYOR
DAVID A. MINTON, RPLS
TEXAS LICENSE NO 6233
URBAN STRATEGY
1100 E. CAMPBELL, STE 210
214-396-2339
DAVIDM@URBANSTRATEGY.US
TBPLS FIRM NO. 10194610

DEVELOPER/OWNER
DURA PIER FOUNDATION
REPAIR NORTH TEXAS INC.
CONTACT: AHSIN YOUSSEFI
15118 PACKERTON CT.
HOUSTON, TEXAS 77064
PHONE:
EMAIL:



Wylie City Council

AGENDA REPORT

Department: Planning

Account Code: _____

Prepared By: Jasen Haskins

Subject

Consider, and act upon, an amended plat being a Final Plat of Lot 7R, Block A of The Greenway Addition, establishing one commercial lot on 1.215 acres. Property located at 961 S. Westgate Way.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: FM Capital Investments LLC

APPLICANT: PETITT- ECD

The applicant has submitted an amended plat for Lot 7R, Block A of The Greenway Addition located on 1.215 acres at 961 S. Westgate Way. The purpose of the Final Plat is to dedicate utility and access easements for a multi-tenant retail development. The site plan for the retail development was approved by the Planning and Zoning Commission in November 2024. The original plat was recorded in 2003 with Lots 1-7 of The Greenway Addition totaling 27.4852 acres which includes Home Depot and Tom Thumb.

The plat is dedicating a 24' wide fire lane and access easement that loops around the entire structure with access to Westgate Way and to the existing retail development to the north of the subject property.

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.

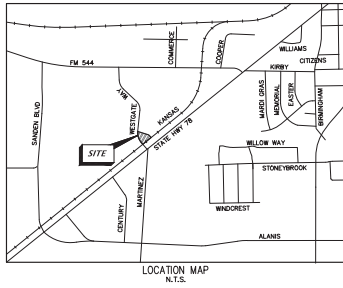
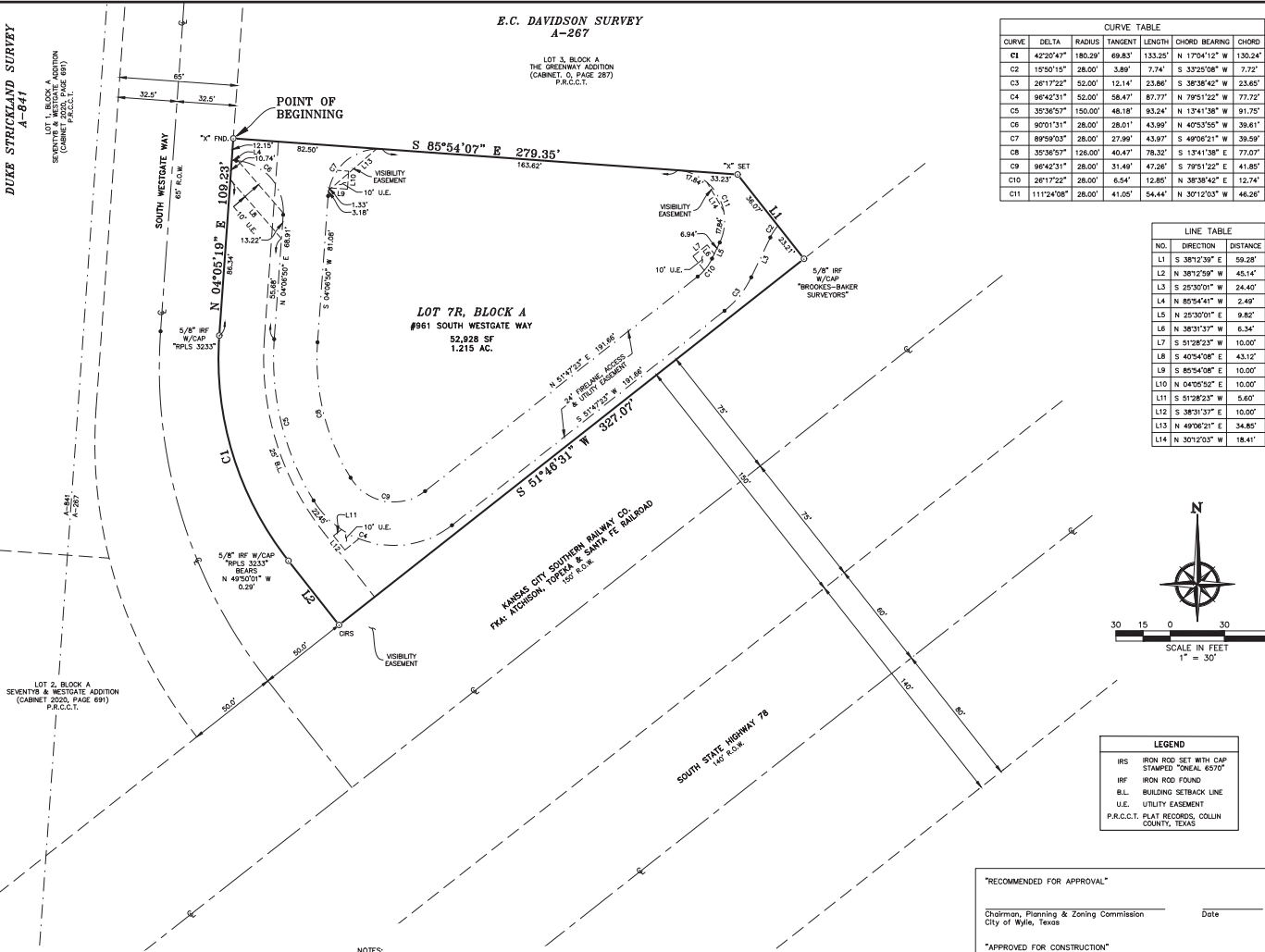
The City Council must provide a written statement of the reasons for conditional approval or disapproval to the applicant in accordance with Article 212, Section 212.0091 of the Texas Local Government Code.

P&Z Recommendation

The Commission voted 6-0 to recommend approval.

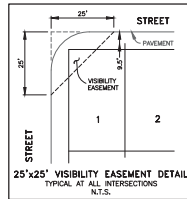
DUKE STRICKLAND SURVEY
A-841

E.C. DAVIDSON SURVEY
A-267



NOTES:

- All bearings shown herein 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. 48050C0420, dated June 2, 2009, and Flood Insurance Rate Map No. 48050C0420, 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 herein are deemed to be controlling monuments.
- BENCHMARK: An "X" cut on top of a curb inlet located on the east side of Westgate Way, about 125 feet northerly from the center of the Kansas City Southern Railway right-of-way. Elevation = 522.52'
- BENCHMARK: An "X" cut on the east corner of a curb inlet near the east corner of property, about 350 feet northeasterly of Westgate Way, about 80 feet northeasterly of the Kansas City Southern Railway. Elevation = 531.59'
- 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.
- The purpose of this replat is to add easements.
- No monument between the height of 2' and 9' may be placed in the visibility triangles.



"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 THE GREENWAY ADDITION, LOT 7R, BLOCK A, an addition to the City of Wylie was submitted to the City Council on the ____ day of _____, 2020, and the Council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and other 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 hereinafter subscribed.

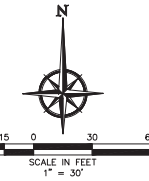
Witness my hand this ____ day of _____, A.D., 2025.

City Secretary
City of Wylie, Texas

LEGEND	
IRS	IRON ROD SET WITH CAP STAMPED "ONEAL 6570"
RF	IRON ROD FOUND
B.L.	BUILDING SETBACK LINE
U.E.	UTILITY EASEMENT
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	42°20'47"	180.29'	69.83'	N 17°04'12" W	130.24'
C2	19°50'15"	28.00'	3.89'	S 35°25'08" W	7.72'
C3	28°17'22"	52.00'	12.14'	S 38°38'42" W	23.85'
C4	96°42'31"	52.00'	58.47'	N 79°51'22" E	77.72'
C5	39°36'59"	150.00'	48.18'	N 17°41'38" E	91.75'
C6	90°01'31"	28.00'	28.01'	N 42°53'55" W	39.61'
C7	89°59'03"	28.00'	27.99'	S 49°06'21" E	39.59'
C8	39°36'59"	126.00'	40.47'	S 78°32' E	77.07'
C9	96°42'31"	28.00'	31.49'	S 79°51'22" E	41.85'
C10	28°17'22"	28.00'	6.54'	N 38°38'42" E	12.74'
C11	11°24'08"	28.00'	41.05'	N 30°12'03" W	46.26'

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 38°12'30" E	59.28'
L2	N 36°12'59" W	45.14'
L3	S 25°30'01" W	24.40'
L4	N 85°54'41" W	2.49'
L5	N 25°30'01" E	9.82'
L6	N 38°31'37" W	6.34'
L7	S 51°28'23" W	10.00'
L8	S 40°54'08" E	43.12'
L9	S 85°54'08" E	10.00'
L10	N 04°05'52" E	10.00'
L11	S 51°28'23" W	5.60'
L12	S 38°31'37" E	10.00'
L13	N 49°06'21" E	34.85'
L14	N 30°12'03" W	18.41'



STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE AND DEDICATION

WHEREAS, FM CAPITAL INVESTMENTS, LLC BEING THE OWNER OF 1.215--acres of land located in the E.C. Davidson Survey, Abstract Number 267, City of Wylie, Collin County, Texas, being all of Lot 7, Block A, The Greenway Addition, an addition to the City of Wylie, by plat thereof recorded in Cabinet O, Page 287, Plat Records Collin County, Texas (PRCCT) and being more particularly described as follows by metes and bounds as follows:

BEGINNING at an "X" cut in concrete pavement found at the northeast corner of said Lot 7 and the southwest corner of Lot 3 of said addition, same being in the east line of Westgate Way, a variable width right-of-way (65 feet wide at this point);

THENCE along the common line of said Lot 7 and said Lot 3, the following courses and distances:
1) South 85 degrees 54 minutes 07 seconds East, a distance of 279.35 feet to an "X" cut in concrete pavement set;
2) South 38 degrees 12 minutes 39 seconds East, a distance of 59.28 feet to a 5/8-inch iron rod with cap stamped BROOKES-BRAKER SURVEYORS' found at the east corner of said Lot 7 and a south corner of said Lot 3, same being in the northwest line of the Kansas City Southern Railway Company 150-foot-wide right-of-way tract (formerly known as the Atchison, Topeka and Santa Fe Railroad) no record found.

THENCE South 51 degrees 46 minutes 31 seconds West, along the common line of said Lot 7 and said Railroad tract, a distance of 327.07 feet to a 1/2-inch iron rod with red cap stamped "ONEAL 6570" set at the south corner of said Lot 7, in the east line of said Westgate Way;

THENCE along the common line of said Lot 7 and said Westgate Way, the following three (3) courses and distances:
1) North 38 degrees 12 minutes 59 seconds West, a distance of 45.14 feet to the beginning of a non-tangent curve to the right having a radius of 180.29 feet, whose chord bears North 17 degrees 04 minutes 12 seconds West, a distance of 130.24 feet, from which a 5/8-inch iron rod with cap stamped RPLS 32333' found bears North 49 degrees 50 minutes 01 seconds West, a distance of 0.29 feet;
2) Northwesterly, along said curve, through a central angle of 42 degrees 20 minutes 47 seconds, an arc distance of 133.25 feet to a 5/8-inch iron rod with cap stamped RPLS 32333' found;
3) North 04 degrees 05 minutes 19 seconds East, a distance of 109.23 feet to the POINT OF BEGINNING and containing 1.215 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, FM CAPITAL INVESTMENTS, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as THE GREENWAY ADDITION, LOT 7R, BLOCK A 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 and 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.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Wylie, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

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: FM CAPITAL INVESTMENTS, LLC (Owner)

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____ 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.

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

NOTARY PUBLIC FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

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.

GIVEN MY HAND AND SEAL OF OFFICE this ____ DAY OF _____, 2025.

NOTARY PUBLIC FOR THE STATE OF TEXAS

FINAL PLAT

THE GREENWAY ADDITION
LOT 7R, BLOCK A

BEING A REPLAT OF
LOT 7, BLOCK A, THE GREENWAY ADDITION
CAB. O, PG. 287, P.R.C.C.T.
AND BEING
1.215 ACRES
SITUATED IN THE
E.C. DAVIDSON SURVEY, A-267
CITY OF WYLIE, COLLIN COUNTY, TEXAS

PETITT - ECD

OWNER
FM CAPITAL INVESTMENTS, LLC
106 LIVE OAK DRIVE
WYLIE, TX 75098
LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TBPIS Firm No. 1034132 JOB NO. 24029
daniel.oneal@onealsurveying.com
(903) 804-2891

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPIS FIRM REGISTRATION
ENGINEERING FIRM #00145 SURVEYING FIRM #0194792
1600 N COLLINS BLVD. 201 WINDCO CIR.
STE. 3300 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
(972) 941-8400

DATE: 04/26/2025
Y:\PROJECTS\05221 Wylie Greenway\05 CAD Files\07 Plats\0721 Replat.dwg
SHEET 1 OF 1



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, Ordinance No. 2025-16 for a change in zoning from Planned Development 2011-29 (PD 2011-29) to Planned Development 2011-29 - Special Use Permit (PD 2011-29-SUP) on 5.80 acres to allow for a Farmer's Market use. Property located at 711 Woodbridge Parkway (ZC 2025-01).

Recommendation

Motion to approve the Item as presented.

Discussion

On March 25, 2025, City Council approved the writing of an ordinance for a change in zoning from Planned Development 2011-29 (PD 2011-29) to Planned Development 2011-29 - Special Use Permit (PD 2011-29-SUP) on 5.80 acres to allow for a Farmer's Market use. Property located at 711 Woodbridge Parkway (ZC 2025-01).

Final approval of Zoning Case 2025-01 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. 2025-16

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 PLANNED DEVELOPMENT 2011-29 (PD 2011-29) TO PLANNED DEVELOPMENT 2011-29 - SPECIAL USE PERMIT (PD 2011-29-SUP) ON 5.80 ACRES TO ALLOW FOR A FARMER'S MARKET USE (ZC 2025-01); 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 Planned Development 2011-29 - Special Use Permit (PD 2011-29-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 Special Use Permit 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 22nd day of April, 2025.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: April 1, 2025 in *The Wylie News*


Exhibit "A"
Legal Description

711 Woodbridge Parkway, being Lot 1, Block A of the Woodbridge Centre Phase II Addition to the City of Wylie, Collin County.



Vicinity Map



Legend	
	Barricade
	Wylie PD
	Trash Bin
	Restrooms Inside B&B
	Welcome Spaces
	Vendor Booths
	Food Trucks / Specialty

Wylie Farmers Market
Zoning Exhibit
Part of
Lot 1, Block A
Woodbridge Center Phase II

Wylie's Farmers Market

EXHIBIT "C"

Conditions For Special Use Permit

I. PURPOSE:

1. The purpose of this Special Use Permit is to allow for a Farmers Market use within Planned Development 2011-29 (PD 2011-29) formerly Planned Development 2003-01 (2003-01).

II. GENERAL CONDITIONS:

1. This Special Use Permit shall not affect any regulations of the Commercial Corridor District (CC) set forth in the Comprehensive Zoning Ordinance as adopted June 2023 and of Planned Development 2011-29 except as specifically provided herein.
2. The design and development of the Wylie Farmers Market development shall be in accordance with Section III below and the Zoning Exhibit (Exhibit B).

III. SPECIAL CONDITIONS:

1. The Special Use Permit (SUP) shall allow for a Farmers Market use per Section 5.2 of the Zoning Ordinance within Planned Development 2011-29 (PD 2011-29).
2. A calendar of planned dates of operation shall be provided to the Planning Department a minimum of 30 days prior to the first event each calendar year. Any changes to the dates of operation shall be submitted 30 days prior to the new date(s).
 - a. The Farmers Market shall operate twice a month on a Saturday. The hours of operation shall be:
 - i. Set up shall be from 7am to 9am
 - ii. Operating hours shall be from 9am to 1pm
 - iii. Tear down hours shall be from 1pm to 2pm
3. A minimum of two security officers, provided by the operator of the farmer's market, shall be required during all hours of operation.

4. This SUP shall act as a shared parking agreement between the nonprofit Wylie Farmers Market and Wylie Cinema Company LLC as allowed by Section 7.3.F
5. An updated vendors list shall be maintained and provided by the applicant at the city's request.
6. All mobile food units and vendors shall be required to be in compliance with the rules and regulations for food service as required by the City of Wylie and Collin County.
7. Smoke, Vape, and CB-type products to include but not limited to: Cigarettes, cigars, e-cigarettes, pipes, hookahs, bongs, tobacco, vape cartridges, chewing tobacco, CBD or THC smokable products and other smoke, vape, or CBD or THC type products including edibles, shall not be sold by vendors or any other entity of the Farmers Market at or during the event.
8. This Special Use Permit is intended for a Farmers Market owned and operated by the nonprofit Wylie Farmers Market. Under any other use or ownership, the SUP shall expire and zoning reverted to PD 2011-29.



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2025.

Recommendation

Motion to approve the Item as presented.

Discussion

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

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

3/31/2025

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2024-2025	CURRENT MONTH ACTUAL 2024-2025	YTD ACTUAL 2024-2025	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
GENERAL FUND REVENUE SUMMARY					
TAXES	45,294,073	876,497	37,907,940	83.69%	A
FRANCHISE FEES	2,955,800	289,750	1,048,268	35.46%	B
LICENSES AND PERMITS	1,046,000	32,217	423,055	40.45%	
INTERGOVERNMENTAL REV.	5,115,307	10,189	1,763,819	34.48%	C
SERVICE FEES	6,459,688	563,424	2,587,768	40.06%	D
COURT FEES	350,750	37,072	205,580	58.61%	
INTEREST INCOME	1,500,000	118,436	540,125	36.01%	E
MISCELLANEOUS INCOME	260,500	14,054	109,520	42.04%	
OTHER FINANCING SOURCES	2,740,520	0	2,749,456	100.33%	F
REVENUES	65,722,638	1,941,638	47,335,531	72.02%	
USE OF FUND BALANCE	2,432,100	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,980,558	NA	NA	NA	G
TOTAL REVENUES	70,135,296	1,941,638	47,335,531	67.49%	
GENERAL FUND EXPENDITURE SUMMARY					
CITY COUNCIL	83,056	2,990	31,592	38.04%	
CITY MANAGER	1,479,323	107,543	650,281	43.96%	
CITY SECRETARY	492,178	66,233	236,786	48.11%	
CITY ATTORNEY	170,000	19,884	146,353	86.09%	
FINANCE	1,534,031	82,722	887,142	57.83%	H
FACILITIES	1,470,671	142,872	610,617	41.52%	
MUNICIPAL COURT	730,280	53,429	310,400	42.50%	
HUMAN RESOURCES	991,960	104,982	488,985	49.29%	
PURCHASING	371,341	19,568	160,607	43.25%	
INFORMATION TECHNOLOGY	2,505,217	245,342	1,523,778	60.82%	I
POLICE	17,272,772	1,230,791	7,909,081	45.79%	
FIRE	14,331,147	1,179,781	7,163,834	49.99%	
EMERGENCY COMMUNICATIONS	4,522,766	182,909	1,799,897	39.80%	
ANIMAL CONTROL	1,764,715	104,235	824,298	46.71%	
EMERGENCY MEDICAL SERVICES	3,795,669	221,479	1,385,738	36.51%	
PLANNING	442,135	32,748	193,900	43.86%	
BUILDING INSPECTION	604,578	37,762	236,267	39.08%	
CODE ENFORCEMENT	455,006	22,485	240,864	52.94%	
STREETS	5,934,259	215,905	1,954,587	32.94%	
PARKS	2,401,842	111,268	868,034	36.14%	
LIBRARY	2,801,838	213,481	1,264,146	45.12%	
COMBINED SERVICES	6,381,546	120,630	2,219,883	34.79%	
TOTAL EXPENDITURES	70,536,330	4,519,039	31,107,072	44.10%	
REVENUES OVER/(UNDER) EXPENDITURES	-401,034	-2,577,401	16,228,461	23.39%	
<p>A. Property Tax Collections for FY24-25 as of March 31, 2025 are 97.82%, in comparison to FY23-24 for the same time period of 98.06%. Sales tax is on a 2 month lag and four months have been received. Sales Tax has increased 5.75% from the same time period last year.</p> <p>B. Franchise Fees: Most franchise fees are recognized quarterly with electric fees making up the majority. FEC pays yearly in March and it has not been received.</p> <p>C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed semi annually. Fire Services has received the first semi annual payment.</p> <p>D. Service Fees: Trash fees billed in October are applicable towards FY 2023-24 revenue with the remaining fees coming from other seasonal fees and EMS revenue. Only five months of Trash fees have been received.</p> <p>E. Interest Rates have gone down slightly. Cash Balances have increased due to property tax payments, so interest should begin to increase.</p> <p>F. Yearly transfer from Utility Fund</p> <p>G. Largest Carry Forward items: \$800,000 for Animal Shelter Remodel, \$615,587 for Ambulance and 2 Chassis, \$126,900 for Annual Emergency Comm Annual Radio Replacement, \$124,630 for Brown Street Railroad Project, \$100,000 Pavement Condition Index</p> <p>H. Yearly audit and county appraisal fees.</p> <p>I. Annual maintenance agreements.</p>					

CITY OF WYLIE

MONTHLY FINANCIAL REPORT

March 31, 2025

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2024-2025	CURRENT MONTH ACTUAL 2024-2025	YTD ACTUAL 2024-2025	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
UTILITY FUND REVENUES SUMMARY					
SERVICE FEES	30,792,578	2,180,662	12,348,553	40.10%	J
INTEREST INCOME	850,000	95,344	589,008	69.30%	
MISCELLANEOUS INCOME	70,000	1,775	21,275	30.39%	
OTHER FINANCING SOURCES				0.00%	
REVENUES	31,712,578	2,277,781	12,958,836	40.86%	
USE OF FUND BALANCE	0	NA	0	0	K
USE OF CARRY-FORWARD FUNDS	341,718	NA	NA	NA	
TOTAL REVENUES	32,054,296	NA	12,958,836	40.43%	
UTILITY FUND EXPENDITURE SUMMARY					
UTILITY ADMINISTRATION	667,467	31,070	248,726	37.26%	L
UTILITIES - WATER	5,463,484	282,672	1,227,000	22.46%	
CITY ENGINEER	1,212,979	60,395	407,604	33.60%	
UTILITIES - SEWER	2,542,661	314,431	881,491	34.67%	
UTILITY BILLING	1,926,524	105,017	730,038	37.89%	M
COMBINED SERVICES	21,072,116	1,397,017	13,427,910	63.72%	
TOTAL EXPENDITURES	32,885,231	2,190,603	16,922,769	51.46%	
REVENUES OVER/(UNDER) EXPENDITURES	-830,936	87,179	-3,963,934	-11.03%	
J. Most Utility Fund Revenue billed in October was applicable to FY 2023-24. Only five months have been received.					
K. Largest Carry Forward items: \$61,545 Dogwood Waterline Replacement Design, \$121,760 4X2 Dump Truck, \$72,820 Lead Copper Rule Revision, \$49,934 SCADA Upgrades					
L. \$1.5 Million budget for Dogwood Waterline Replacement has not been started and is skewing percentage down.					
M. Annual transfer to the General Fund.					



Wylie City Council

AGENDA REPORT

Department: Finance

Account Code: _____

Prepared By: Melissa Brown

Subject

Consider, and act upon, the City of Wylie Monthly Investment Report for March 31, 2025.

Recommendation

Motion to approve the Item as presented.

Discussion

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

City Of Wylie

2024-2025 Investment Report March 31, 2025

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

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$17,506,968.12	MMA	4.3345%	Texpool	12/31/2006	NA
2	\$18,113,847.25	MMA	4.3394%	TexStar	3/15/2011	NA
	\$35,620,815.37					

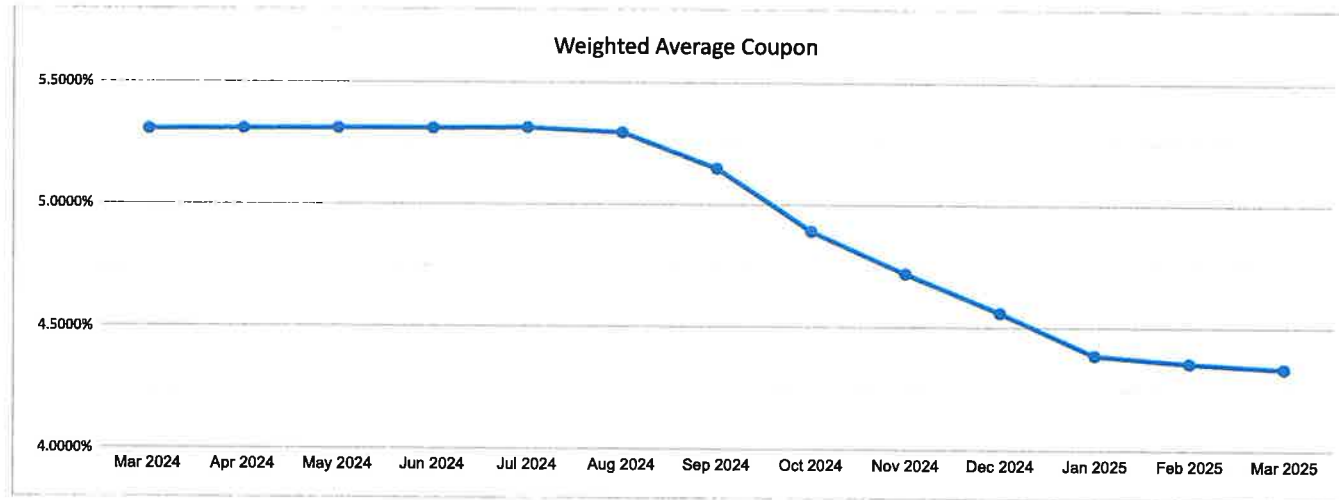
Total

Weighted Average Coupon:
Weighted Average Maturity (Days):

4.3370%
1.00

Money Markets:
Certificates of Deposits:

\$35,620,815.37
\$0.00
\$35,620,815.37



Melina Bueon 4-16-25
Finance Director/Investment Officer



Wylie City Council

AGENDA REPORT

Department: Purchasing

Prepared By: Christopher Rodriguez

Account Code: Various Accounts

Subject

Consider, and act upon, the approval of the purchase of five (5) Chevy trucks for Public Works and Parks in an estimated amount of \$325,413.00 from Sam Packs Five Star Chevrolet through a cooperative purchasing agreement with BuyBoard and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

Public Works and Parks is seeking approval from the City Council for the purchase of five (5) Chevy trucks in an estimated amount of \$325,413.00. Three of these trucks will replace the aging Public Works vehicles that have exceeded their useful lifespan. The fourth truck will support the Water Quality Specialist position that was added in FY23-24.

Parks is requesting the fifth vehicle, which will serve as a replacement. All vehicles were approved in the FY 2024–2025 budget.

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.

Staff recommends the purchase of these trucks for Public Works and Parks through a cooperative purchasing agreement with BuyBoard as providing the best value to the City.

(City of Wylie No. W2025-103; BuyBoard No. 724-23)



Wylie City Council

AGENDA REPORT

Department: Public Works

Account Code: 414-5412-58210

Prepared By: Kirby Krol

Subject

Consider, and act upon, Purchase No. W2025-104 from Consolidated Traffic Controls, Inc. for the Public Works Department in an estimated amount of \$346,411.00 for the acquisition of traffic signal equipment through a cooperative purchasing agreement with HGACBuy (Houston-Galveston Area Council of Governments).

Recommendation

Motion to approve the Item as presented.

Discussion

The Public Works Department is seeking Council approval for Purchase No. W2025-104 from Consolidated Traffic Controls, Inc. for the acquisition of traffic signal equipment in an estimated amount of \$346,411.00.

The City of Wylie plans to construct traffic signals at the following intersections:

1. Woodbridge Parkway and Hensley Lane
2. McCreary Road and Hensley Lane
3. Sachse Road and Creek Crossing Lane

Constructing signals at these locations will aid in improving traffic flow and pedestrian mobility. Due to industry delays and the wait time for several pieces of equipment, the City is pre-ordering a substantial portion of the equipment from Consolidated Traffic Controls, Inc. in order to expedite the timeline of completion for this project. Funding for this project is through the City's impact fees.

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.

Therefore, staff recommends the approval of the Purchase No. W2025-104 from Consolidated Traffic Controls, Inc. for the acquisition of traffic signal equipment in an estimated amount of \$346,411.00 as providing the best overall value to the City through the use of a cooperative purchasing agreement with HGACBuy (Houston-Galveston Area Council of Governments).

(HGAC No. PE-05-21, Wylie No. W2025-104)



Wylie City Council

AGENDA REPORT

Department:	<u>Engineering</u>	Account Code:	<u>413-5413-58210</u>
Prepared By:	<u>Kirby Krol</u>		<u>414-5412-58210</u>

Subject

Consider, and act upon, the award of Request for Bids No. W2025-96 for the construction of three signalized intersections to Road Solutions, LLC in the amount of \$1,085,895.41 and authorizing the City Manager to execute any and all necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The Engineering Department is seeking Council approval to award Request for Bids No. W2025-96 to Road Solutions, LLC in an amount of \$1,085,895.41 for signal installation and improvements.

The City plans to construct traffic signals at the following intersections:

1. Woodbridge Parkway / Hensley Lane
2. McCreary Road / Hensley Lane
3. Sachse Road / Creek Crossing Lane

Constructing signals at these intersections will aid in improving traffic flow and pedestrian mobility. Funding for this project is through the West Impact Fees (413-5413-58210) and the East Impact Fees (414-5412-58210).

The City completed a competitive sealed bid process to be awarded to the lowest responsive responsible bidder. The bid and submittals were reviewed by the engineering firm of record (Kimley-Horn) with an award recommendation to Road Solutions, LLC.

Staff recommends the award of Request for Bids No. W2025-96 for the construction of the three signalized intersections to Road Solutions, LLC in the amount of \$1,085,895.41 consisting of the base bid amount of \$944,256.88 and \$141,638.53 (pre-award of 15% for change orders) as outlined in Texas Local Gov Code (252.048), as the lowest responsive, responsible bidder.



Wylie City Council

AGENDA REPORT

Department: City Manager
 Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2025 to May 31, 2027.

Recommendation

A motion to appoint _____ to the North Texas Municipal Water District (NTMWD) Board of Directors for a term to begin June 1, 2025 and end May 31, 2027.

Discussion

The Board of Directors of the North Texas Municipal Water District is a policy making body similar in nature to the City Council. The Board is responsible to both the State of Texas and to the member cities for assuring that NTMWD operations occur in accordance with state and federal law, in alignment with NTMWD policy, and in the best interests of the cities receiving services.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: “No person shall be appointed a Director unless he resides in the city from which he is appointed. No member of a governing body of a city and no employee of a city shall be appointed as a Director.” Under other state law, no other government official that receives compensation could be appointed.

NTMWD’s existing Board (13-member cities) is comprised of individuals who have worked to represent their communities in other capacities and who have a solid understanding of municipal concerns to share with other Directors. Historically, Directors have dedicated from 10 to 30 years of service to the Board, thereby gaining experience and contributing the necessary leadership. This provides the maximum benefit in order to assure the City’s needs are met in the most effective manner. All NTMWD programs provide service based on cost to serve, with all cities provided equal treatment. Therefore, NTMWD policy established by the Board of Directors affects cost, performance, and quality of service.

The City of Wylie has two board members on the NTMWD Board; Mr. Marvin Fuller whose term expires May 31, 2026 and Mr. Keith Stephens whose term expires May 31, 2025.



March 24, 2025

Mr. Brent Parker, City Manager
City of Wylie
300 Country Club Road
Wylie, Texas 75098

Re: NTMWD Board Member Appointment

Dear Mr. Parker:

The current term of office for some of the Directors of the North Texas Municipal Water District (NTMWD) Board will end in May. Please accept this as your official notification that Mr. Keith Stephens' current term as an NTMWD Board Director will expire on May 31, 2025. The City Council has the option to either reappoint Mr. Stephens or appoint a new Director to serve the term from June 1, 2025, to May 31, 2027.

The NTMWD is grateful for the commitment and dedication that Mr. Stephens has shown to both the District and the Region. He was appointed by the City of Wylie in 2019. Since Mr. Stephens's reappointment in 2023, he has served on the Personnel, Policy, and Wilson Creek Oversight Committees and is the Chair of the Wastewater Committee.

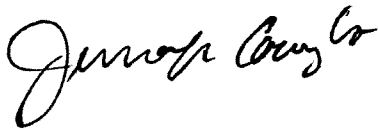
In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: *"No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director."* Under other state law, no other public official that receives compensation could be appointed.

Mr. Brent Parker
March 24, 2025
Page 2

Enclosed is a list of the roles and responsibilities of an NTMWD Board member for your reference. This year, we are also including information about the number of meetings Mr. Stephens has attended since his reappointment in 2023. We want to emphasize the expertise and the time each Director dedicates to the District on behalf of their city.

Please notify my office in writing once the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,



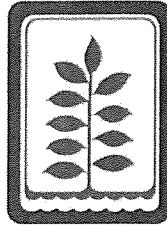
JENNAFER P. COVINGTON

Executive Director

JPC/sks

Enclosures: Roles and Responsibilities (1), Meeting attendance (2)

cc: Mr. Keith Stephens
Ms. Stephanie Storm, City Secretary



NTMWD BOARD OF DIRECTORS ROLES AND RESPONSIBILITIES

The North Texas Municipal Water District (NTMWD) Board of Directors serves as the governing body of NTMWD. The Board of Directors guides the NTMWD towards a sustainable future by adopting sound governance and financial management policies and ensuring adequate resources to meet the region's needs. The Board has a responsibility to provide guidance to management and staff and ensure operations run smoothly and in accordance with the law. Some specific responsibilities of the Board of Directors include:

- Establish and support the NTMWD mission and purpose
- Select and evaluate the Executive Director/General Manager
- Set policies and ensure effective planning
- Ensure adequate financial resources
- Monitor and strengthen essential programs and services
- Protect assets and provide proper financial oversight
- Ensure legal and ethical integrity
- Enhance the organization's public standing

The Board of Directors meets monthly, typically on the 4th Thursday of each month, with adjustments made for holidays or other conflicts. Meetings are held at 2:30 p.m. in the boardroom located in the administration building of our Wylie Campus (501 E. Brown St. Wylie, Tx. 75098).

Directors serve on at least one Operations committee and one Administrative committee.

Administrative committees are typically held on the 2nd Wednesday of the month beginning at 1:00 p.m. These committees are:

- Executive
- Finance
- Legislative
- Personnel
- Policy

Operations committees are typically held the 4th Wednesday of the month beginning at 1:00 p.m. as well. These committees are:

- Real Estate
- Solid Waste
- Wastewater
- Water

The District currently utilizes a mixed approach structure (In person/Videoconference) to our meetings based on the meeting type:

- Board Meetings – director attendance *in person* except for mobility and health limitations.
- Committee Meetings – only the Committee Chair or Board President is present at the NTMWD office, with the remaining committee members and other Board members attending via *videoconference*.

The Board of Directors also meets in Special Work Sessions for long-term planning as well as on an as-needed basis for other purposes.

Each director serves a two-year term, and the appointments are staggered so that each year, one of the two directors is up for reappointment or replacement.

Each director will receive a fee of \$150 for each day the director spends performing the duties of a director, including participating in board and committee meetings, other activities involving substantive deliberation of District business, and pertinent educational programs, but not more than \$7200 will be paid to any director in one calendar year.

Over the course of 2024, there were 83 different meetings or events where members of our Board of Directors participated. A majority of these consisted of board meetings, committee meetings, and work sessions. Additionally, many directors represented NTMWD at City Council or Civic functions, meetings with legislators, open houses, and Board enrichment activities.

Keith Stephens**Term: 6/1/2023 - 5/31/2025**

DATE	MEETING
06/07/23	Executive & Finance Committee Meetings
06/13/23	Wylie City Council
06/21/23	Solid Waste And Wastewater
06/22/23	Board Meeting
07/12/23	Executive & Legislative Committee Meetings
07/14/23	Overview Of Wilson Creek Oversight Committee & Tour
07/20/23	Board Work Session - Budget Meeting
07/26/23	Real Estate & Water Committee Meetings
07/27/23	Board Meeting
08/09/23	Policy & Finance Committee Meetings
08/10/23	Special Working Group
08/23/23	Water & Wastewater Committee Meetings
08/24/23	Board Meeting
09/13/23	Policy & Finance Committee Meetings
09/20/23	Board Work Session
09/27/23	Real Estate & Water Committee Meetings
09/24/23	Board Meeting
10/25/23	Water And Wastewater Committee Meetings
10/26/23	Board Meeting
11/01/23	Executive And Legislative Committee Meetings
11/16/23	Regular Board Meeting
12/06/23	Executive Committee Meeting
12/20/23	Water And Wastewater Committee Meetings
12/21/23	Regular Board Meeting
01/10/24	Executive Committee Meeting
01/24/24	Real Estate & Water Committee Meetings
01/25/24	Regular Board Meeting
02/21/24	Water & Wastewater Committees
02/22/24	Board Meeting
03/27/24	Water & Real Estate Committee Meetings
03/28/24	Board Meeting
04/04/24	Wylie, Farmersville & Princeton Member City Meetings
04/10/24	Finance Committee Meeting
04/24/24	Water & Wastewater Committee Meetings
04/25/24	Special Working Group & Board Meeting

Keith Stephens**Term: 6/1/2023 - 5/31/2025**

05/08/24	Personnel & Executive Committee Meetings
05/14/24	Wylie City Council
06/26/24	Water & Wastewater Committee
06/27/24	Special Working Group & Board Meeting
07/10/24	Executive Committee Meeting
07/18/24	Board Work Session Budget
08/02/24	Wilson Creek Oversight Committee Meeting
08/07/24	Policy & Personnel Committee Meetings
08/12/24	Legislative Committee Meeting
08/21/24	Water & Wastewater Committee Meeting
08/22/24	Board Meeting
09/11/24	Policy And Finance Committee Meetings
09/12/24	Board Work Session
09/25/24	Solid Waste, Real Estate & Wastewater Committee Meetings
09/26/24	Board Meeting
10/16/24	Bois D'Arc Lake Legislative Tour
10/17/24	Personnel Committee Meeting
10/23/24	Legislative, Water & Wastewater Committee Meetings
10/24/24	Board Meeting
10/24/24	Executive & Finance Committee Attendance
11/20/24	Real Estate & Water Committee Meetings
11/21/24	New Board Member Orientation & Board Meeting
12/04/24	Executive And Legislative Committees
12/19/24	Board Meeting
12/18/24	Retirement Plan, Water & Wastewater Committee
01/07/25	Pretreatment Working Group Prep Mtg
01/08/25	Executive And Personnel Committee Mtgs & Exec Dir Evaluation
01/10/25	Ti/Cor/Ntmwd Mtg
01/22/25	Water & Wastewater Committee Mtgs
01/23/25	Board Meeting
01/24/25	Wilson Creek Oversight Committee Mtg
02/12/25	Executive And Finance Committee Mtg
02/26/25	Real Estate, Water & Wastewater Committee Meetings
02/27/25	Board Meeting & Retirement Plan Committee
03/12/25	Executive Committee Meeting



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Preliminary Plat of Country Club Estates creating 173 residential lots and seven HOA lots on 59.755 acres, generally located at 1755 FM 1378 and 1813 and 2241 McMillen Road.

Recommendation

Motion to table Item, at the request of the Applicant, until May 13, 2025.

Discussion

OWNER: D - Dreams Inc & Matthew Butsheck

APPLICANT: Skorburg Company

The applicant has requested this Item be tabled until May 13, 2025.

The applicant has submitted a Preliminary Plat for Country Club Estates, creating 173 residential lots and seven HOA lots on 59.755 acres. The property was zoned single-family 10/24 in March 2025 and allows for single-family detached lots with a minimum lot size of 10,000 square feet.

The development provides two points of access with access to Country Club Road and to McMillen Road. A third point of emergency vehicle access is provided via a private access easement on Lot 16X, Block A as required by the approved Development Agreement for the subdivision.

The development contains seven open space lots that are to be owned and maintained by the Homeowners Association.

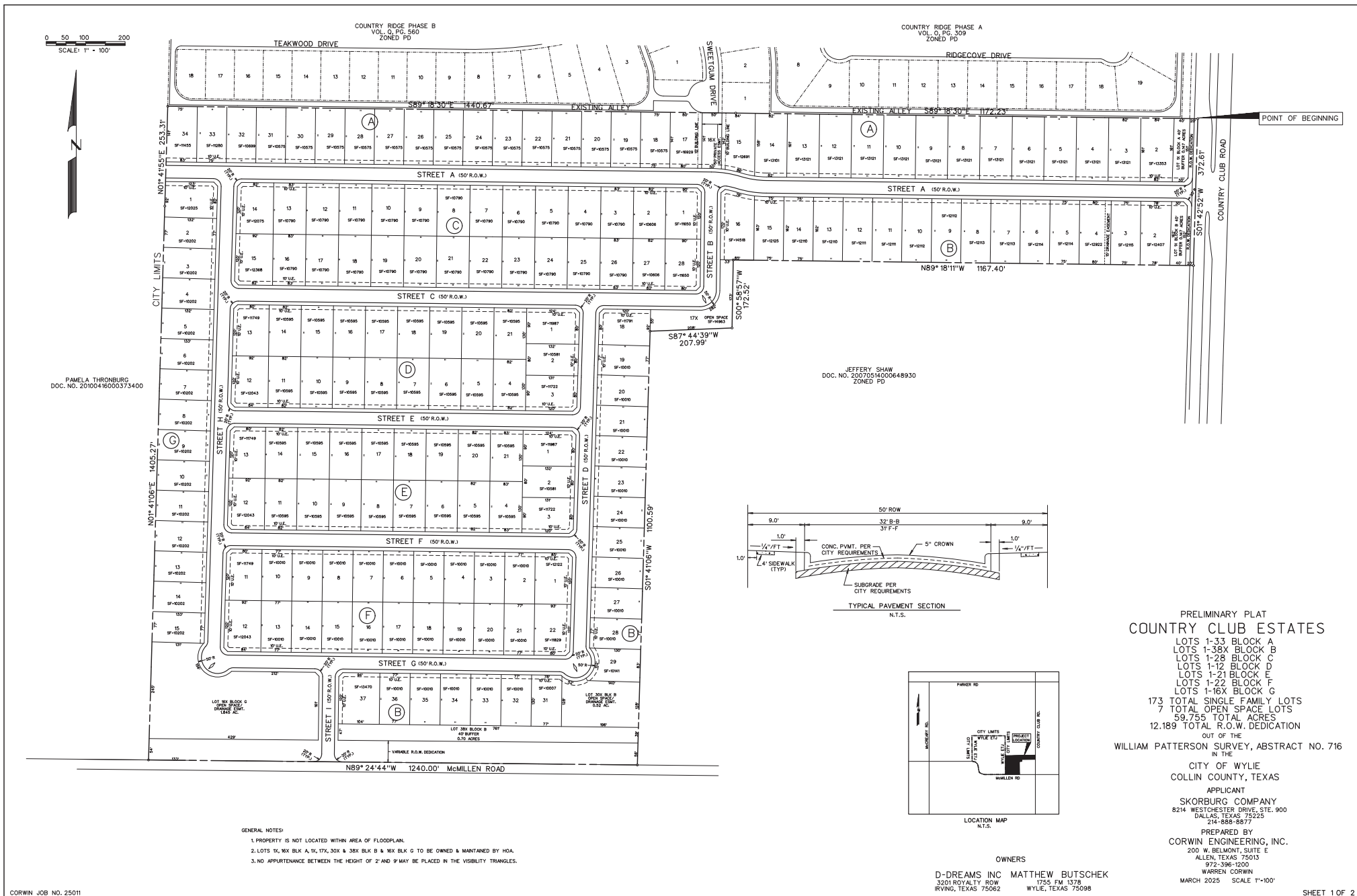
The applicant has provided a Traffic Impact Analysis as required. Staff is reviewing the document and any required changes will be reflected on the civil plans and the Final Plat.

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

The 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 6-0 to recommend approval.





Skorburg Company
8214 Westchester, Ste 900
Dallas, TX 75224
Phone: 214/522-4945
Fax: 214/522-7244

April 17, 2025

City of Wylie - Planning Department
300 Country Club Road
Wylie, TX 75098
Attn: Jasen Haskins

RE: 30-day Extension Request – County Club Estates Preliminary Plat

Mr. Haskins,

Per Section 212.009(B-2)1, please accept this letter as a formal request for a 30-day extension for the Country Club Estates Preliminary Plat, which is currently scheduled for the April 22, 2025 City Council meeting.

Skorburg Company is making this request to analysis two alternative drainage options for the Country Club Estates Development and would like to determine the best option to improve drainage for the area, prior to Preliminary Plat approval.

Sincerely,

A handwritten signature in black ink, appearing to read "BH", followed by a long, sweeping horizontal line that extends to the right.

Bryan Holland
Development Partner



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement pending Annexation, between the City of Wylie and Wylie 33, LLC for the development of a manufactured home community generally located on the east side of East FM 544 at Alanis Drive.

Recommendation

Motion to deny the Item as presented.

Discussion

The applicant has requested to enter into a Development Agreement with the City of Wylie for the potential annexation of property adjacent to the existing City limits generally located on the east side of E. FM 544 at Alanis Drive. The Development Agreement states that the owners will voluntarily petition the City for annexation and the applicant will request rezoning of the property (as an addition to the existing DPV PD).

The applicant is proposing an approximately 48 acre Planned Development in two phases. Phase one consists of about 237 MH lots on 46 acres. Phase two consists of one commercial lot on about two acres. Currently, the property consists of three tracts of land in the Extraterritorial Jurisdiction (ETJ) of the City of Wylie. The northernmost tract, Tract 38 of the Aaron West Survey, is currently developed as a tiny home/RV community on about 14.2 acres.

The MH community will consist of approximately 237 rental lots ranging from 1,908 sq. ft. to 8,125 sq. ft. in size for single-family lots and duplex lots of 8,125 sq. ft. For reference, the City of Wylie Zoning Ordinance calls for 7,200 sq. ft. lots per MH. The development agreement Zoning Exhibit shows 169 lots (71% of total) below 7,200 sq. ft., 64 lots (27%) being duplex (multi-family) lots, and four (1.5%) over the 7,200 sq. ft. requirement.

The proposed uses within the DA are compatible with a MH community which include activity center, playgrounds, garage sales, food trucks, church, communication towers, etc. Other requests within the DA for development standards are generally compatible with the intent of the existing Zoning Ordinance.

The property is adjacent to the Lake Trails of Bozman Farms subdivision to the north, a 28-acre open space lot owned by the Bozman Farms HOA to the east, an open space ETJ lot and private daycare to the south, and East FM 544 to the west. The proposed development surrounds underdeveloped property which includes light industrial uses, generally considered incompatible with residential uses.

If this Development Agreement, the Annexation Agreement, and the Annexation Ordinance, all on this agenda, are approved, the applicant will apply for a change of zoning from AG/30 (the default zoning upon annexation) to a Planned Development. The PD will have conditions similar to those shown in Exhibit C of the DA. Property owners within 200' will then be notified and the Zoning Case will be presented to the Planning and Zoning Commission for a recommendation to City Council for

final action. If the zoning is not approved, the City will be required to disannex the property if requested by the property owner.

If the DA, AA, and Annexation are not approved the property owner could potentially develop the property without City review or approvals. However, as the property is not within a CCN for sewer, options are limited in this aspect, as is access to the property due to the necessary extension of Alanis Drive to serve the property.

Staff is basing a recommendation of denial based on the residential part of the use not being in line with the 2022 Comprehensive Plan Future Land Use Map which designated this area as Medium Density Residential. About 88% of the lots in this development are either under 5,000 sq. ft. or would contain more than one family per lot. Additionally, this development surrounds a property whose current uses are generally incompatible with residential uses.

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

DEVELOPMENT AGREEMENT (Pending Annexation)
(Vecina Subdivision)

THIS **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and among the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City") and **WYLIE 33 LLC**, a Texas limited liability company ("Owner"), on the terms and conditions hereinafter set forth. City and Owner are individually and collectively referred to herein, respectively, as "Party" or "Parties."

WHEREAS, Owner represents and warrants that it is the sole owner of that certain tract of land consisting of 47.97 acres, situated in the Aaron West Survey, Abstract No. A0979, Tract Nos. 38, 39, 40, and 41, and the Geckler Addition, Lot 1, Block A, Collin County, Texas, within the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Owner intends to develop the Property as a planned development known as the "Vecina Subdivision," as illustrated in Exhibit B and Exhibit C; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement for property that is currently located in the ETJ of the City; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties desire to agree on the matters set forth in this Agreement pursuant to and in accordance with Section 212.172 of the Texas Local Government Code, and pursuant to Chapter 43, Subchapter C-3, Texas Local Government Code; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property under the provisions of Subchapter C-3, Chapter 43, Texas Local Government Code, and within ten (10) calendar days of the Effective Date of this Agreement, Owner shall submit an annexation application ("Annexation Application"), on a form approved by City and bearing all costs associated therewith, voluntarily requesting the City Council annex the Property in accordance with Section 212.0671 of the Texas Local Government Code, and said Annexation Application shall include any and all documents, signatures and/or other information required by Texas law and/or City's ordinances, rules and regulations, as they exist, may be amended or in the future arising, and upon the request of the City, Owner shall

promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law; and

WHEREAS, after submission of a complete Annexation Application by Owner, City Staff will place the Annexation Applications on a future City Council agenda for its consideration and possible action, in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, which if approved will annex the Property into the corporate limits of the City after the City completes all applicable procedures and public hearing(s) required by Texas law ("Annexation Ordinance"); and

WHEREAS, in consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Owner, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby agrees that from the Effective Date of this Agreement until such time as the Annexation Ordinance and Zoning Ordinance Amendment (hereinafter defined) are approved and become effective in accordance with the City Charter and applicable law, the Property shall be developed in accordance with the Zoning Ordinance and any and all other ordinances, rules, codes, regulations and requirements of the City, as they exist, may be amended or in the future arising (collectively, "Regulations"), and that the City is entitled to enforce the Regulations the same as if the Property was located wholly within the corporate limits of City; and

WHEREAS, provided the City Council adopts the Annexation Ordinance, Owner shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit a zoning application in accordance with Exhibit B and Exhibit C ("Zoning Application"), on a form approved by City and bearing all costs associated therewith, requesting the City Council amend the Zoning Ordinance for the purpose of including the Property in the Zoning Ordinance and providing additional development standards, and said Zoning Application shall include any and all documents, signatures and/or other information required by City's ordinances, rules and regulations, as they exist, may be amended or in the future arising; and

WHEREAS, after submission of the Zoning Application, City Staff will place the Zoning Application on a future Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action; and

WHEREAS, after P&Z provides its recommendation to the City Council regarding the Zoning Application, City Staff will place the Zoning Application on a future City Council agenda for its consideration and possible action, which if approved, will include the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

WHEREAS, Owner agrees that City has complied with Section 43.004 of the Texas Local Government Code in that City has provided Owner with the written disclosure described by Section 212.172(b-1) of the Texas Local Government Code; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms and

conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Council Approval.** The Parties acknowledge and agree that Owner must submit a fully executed original copy of this Agreement to the City Planner, or their designee ("City Planner"), on or before April 8, 2025. Owner acknowledges and agrees that this Agreement is strictly contingent on and shall not be effective until the City Council's consideration and approval and the attendant authorization of the City Manager to execute the same (collectively, "City Council Approval").
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Owner represents and warrants that he is the sole owner of the Property.
3. **Annexation/Enforcement/Waiver and Release/Term.**
 - (a) It is specifically understood and agreed among the Parties that the Property is outside the City's corporate limits and that the City has not identified the Property in its annexation plan, if such a plan exists. However, it is understood and agreed that Owner, at his or its sole cost and expense, shall be required to construct and/or install any and all required public improvements necessary to connect the Property to the existing City improvements and to serve the Property. It is further understood and agreed that Owner, at its sole cost and expense, shall be required to construct the portion of Alanis Drive as illustrated in Exhibit B. Owner acknowledges and agrees that this Agreement constitutes an agreement to petition for annexation of the Property with the consent of the owner thereof in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code. Owner acknowledges and agrees that the Property is eligible for annexation under Subchapter C-3, Chapter 43 of the Texas Local Government Code.
 - (b) Within ten (10) calendar days of the Effective Date of this Agreement, Owner shall submit the Annexation Application, requesting the City Council to voluntarily annex the Property, and shall execute and deliver to City an Annexation Service Plan Agreement on the form required by City. Upon the request of the City, Owner shall promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law. Owner represents and warrants that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City Staff shall diligently process the Annexation Application in accordance with the Regulations and applicable state law, and Owner hereby acknowledges and agrees that City makes no warranties and/or guarantees with regard to the outcome of the Annexation Application. Owners shall bear all of the costs associated with the Annexation Application.

- (c) After submission of the Annexation Application, should City Council fail to consider and take final action regarding the Annexation Ordinance or should a vote on such ordinance fail within thirty (30) days of the date the complete Annexation Application is submitted, Owner may, at its sole discretion, terminate this Agreement and this Agreement shall thereafter be of no force and effect. Upon written request by Owner, the City shall execute a notice of such termination in recordable form.
- (d) Owner acknowledges and agrees that this Agreement meets the requirement set forth in Section 43.016 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to the Owner under Section 43.016 of the Texas Local Government Code, if applicable.
- (e) In consideration of the City Council's consideration and possible approval of the Annexation Ordinance, and in accordance with the provisions of Section 212.172 of the Texas Local Government Code, Owner hereby acknowledges and agrees that from the Effective Date of this Agreement until such time as the Annexation Ordinance and Zoning Ordinance Amendment are approved and become effective in accordance with the City Charter and applicable law, the Property shall be used and developed in accordance with the Regulations, including but not limited to the Subdivision Ordinance, the Zoning Ordinance and all building and fire codes. During such time period, the City shall be entitled to enforce the Regulations in the same manner as if the Property was located wholly within the corporate limits of the City. During such time period, Owner further agrees that, subject to the terms of this Agreement, (i) no Owner shall construct or permit the construction of any buildings on the Property until the part or parcel of the Property has been properly subdivided, annexed into and permanently zoned by the City; (ii) no Owner may request final approval of any type of plat or other development document for any part or parcel of the Property with the County, the City or otherwise until such part or parcel of the Property has been properly annexed into the City; and (iii) no Owner may obtain permits and inspections from the City without having to pay all related fees to the City. Should the City Council fail or refuse to approve the Zoning Ordinance Amendment, the Parties acknowledge and agree that either Party may, in its sole discretion, terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.
- (f) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement or in the event the Property is not otherwise annexed earlier, whether voluntarily or involuntarily, the City and Owner acknowledge and agree that this Agreement shall continue in full force and effect for forty-five (45) years from the Effective Date of this Agreement ("45-year term") with regard to the Property, provided that this Agreement is not otherwise terminated in accordance with the provisions herein. If the Annexation Ordinance is not approved, but the Property is annexed, whether voluntarily or involuntarily, prior to the expiration of the 45-year term, the parties acknowledge and agree that

the City may initiate an amendment to the Zoning Ordinance to include the Property within the Zoning Ordinance, and Owner shall not protest or otherwise challenge said initiation and consideration of the amendment to the Zoning Ordinance, provided the amendment to the Zoning Ordinance complies with the Development Standards (hereinafter defined).

4. **Zoning Application.**

- (a) Provided the City Council adopts the Annexation Ordinance, Owner, if necessary, shall, within ten (10) calendar days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance for the sole purpose of including the Property in the Zoning Ordinance. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Regulations and applicable state law, as amended. Owner, if applicable, shall bear all of the costs incurred in connection with the Zoning Application, and Owner hereby acknowledges and agrees that the City makes no warranties or guarantees with regard to the outcome of the Zoning Application.
- (b) The Parties agree that, if the Zoning Ordinance Amendment is approved by City Council, the Property shall be developed pursuant to the Zoning Exhibit attached hereto as Exhibit B and the Development Standards attached hereto as Exhibit C. The Parties acknowledge and agree that this Agreement does not in any way guarantee that the City Council will grant the particular zoning requested in the Zoning Application or otherwise and that the City and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the City Council deny the particular zoning requested in the zoning application or otherwise.

5. **Permits.**

- (a) Except as expressly provided in this Agreement, Owner acknowledges and agrees that before any building, development or any other permit will be issued by the City for the development of the Property, Owner must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment.
- (b) Should the City Council fail or refuse to approve the Annexation Ordinance or the Zoning Ordinance Amendment, the Parties acknowledge and agree that either Party may, in its sole discretion terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.
- (c) **OWNER HEREBY WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS SECTION, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY**

OWNER PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Default/Waiver and Release.

- (a) If Owner fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to City's other rights and remedies, to:
 - (i) refuse to issue building permits for the Property, or any portion thereof, and/or the Development; and/or
 - (ii) refuse to approve any engineering plans for the Property, or any portion thereof, and/or the Development; and/or
 - (iii) disannex the Property. **IN THIS CONNECTION, OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY IT TO DISANNEX THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO THE RECOVERY OF REAL PROPERTY TAXES PAID BY OWNER, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT;** and/or
 - (iv) seek specific performance of this Agreement.
- (b) In the event City fails to comply with the terms and conditions of this Agreement, Owner shall have the following remedies, as its sole and exclusive remedies:
 - (i) disannex the Property; and/or
 - (ii) seek specific performance of this Agreement,

provided, however, that Owner hereby waives and agrees not to demand or request any refunds of the amount of money collected by City in property taxes and fees from landowners within any portion of the Property during the period that the Property was a part of the Wylie city limits or any other refund, notwithstanding anything to the contrary in applicable state law. In no event shall City be liable to Owner or any other owner or inhabitant of the Property for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

7. **Covenant Running with the Land; Expiration.**

- (a) This Agreement shall be a covenant running with the land and Property and shall be binding on Owner and their respective successors and assigns. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement; provided, however, that should the Annexation Ordinance not be approved by the City Council as contemplated in this Agreement, this Agreement shall not be released as to the Property, unless otherwise expressly agreed upon in writing by the City and Owner.
- (b) Even if the Annexation Ordinance and Zoning Ordinance Amendment are not approved by the City Council as contemplated in this Agreement, and the City Council expressly allows the development of the Property to commence in accordance with the Zoning Ordinance and the Regulations, as evidenced by the platting of the Property as a whole and the approval of the engineering and construction plans and permit to commence construction of the development of the Property, the obligations herein that burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the: (i) engineering inspection fees and any other applicable development or impact fees as set forth in any of the Regulations being tendered to the City; (ii) completed as-built plans related to the Property being tendered to the City; (iii) final acceptance of the public improvements construction within the Property by the City; and (iv) final plat for the Property being reviewed, approved and executed by City and filed in the Real Property Records of Collin County, Texas. Any third party, including any title company, grantee or lien holder, shall be entitled to rely on the immediately preceding sentence to establish whether such termination has occurred with respect to any applicable tract or lot.

8. **Representations of Owner.** Owner represents and warrants to the City that as of the Effective Date of this Agreement, Owner has good and indefeasible fee simple title to the Property, free of any liens, security interests, exceptions, conditions, mineral reservations or leases or encumbrances, that could in any way extinguish the City's priority lien on the Property.

9. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the matters expressly set forth herein. The Regulations covering property taxes, utility rates, permit fees, inspection fees, development fees, impact 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 Owner to City under any of the Regulations.

10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. Landowner acknowledges and agrees that this Agreement

does not confer vested rights on the Property and does not provide to Wylie “fair notice” of any “project” as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a “permit” or an application for a “permit” as defined in Chapter 245 of the Texas Local Government Code. **TO THE EXTENT NOT IN CONFLICT WITH THE LAWS OF THE STATE OF TEXAS, OWNER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT, PROVIDED SUCH ACTUAL OR POTENTIAL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY AND PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Condemnation Procedures/Rights Waiver.** AS ADDITIONAL CONSIDERATION FOR THE BENEFITS OWNER IS RECEIVING UNDER THIS AGREEMENT, OWNER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS TAKEN IN ACCORDANCE WITH THIS AGREEMENT, PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT.

12. **Miscellaneous Provisions.**

- a. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of Owner.
- b. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the Parties hereto.
- c. **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, or by delivering the same in person to such party via electronic mail, with documentation evidencing the addressee’s receipt thereof, or a hand-delivery service, Federal Express 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 notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Wylie
 Attn: City Manager
 300 Country Club Road
 Wylie, Texas 75098
 Telephone: (972) 516-6000
 Email: brent.parker@wylietexas.gov

With a copy to:

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

If to Owner, addressed to them at:

WYLIE 33 LLC
 Attn: Chris Swanson
 P.O. Box 2590
 Wylie, Texas 75098
 Email: chris@firststephomes.com

- d. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.
- e. **Warranties/Representations.** All warranties, representations and covenants made by a Party to any other Party in this Agreement, or in any certificate or other instrument delivered by a Party to any other Party under this Agreement, shall be considered to have been relied upon by the receiving Party.
- f. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.
- g. **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.
- h. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

- J. **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.

- k. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

- m. **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.

- n. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any 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.

- o. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense 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.

- p. **Disclosure Provided.** In accordance with Section 43.004 of the Texas Local Government Code, City hereby discloses to Owner the following: (a) Owner is not required to enter into this Agreement; (b) City is entitled to annex the Property in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government

Code; (c) City's annexation of the Property will be as described in this Agreement, subject to applicable law; (d) annexation of the Property requires the Owner's consent, as set forth in this Agreement; and (e) City waives immunity from suit for the purpose of adjudicating a claim for breach of this Agreement.

- q. **Reference to Owner.** When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Owner is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.
- r. **Reference to City.** When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- s. **Survival of Covenants.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- t. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against 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.

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:

CITY OF WYLIE, TEXAS
a home-rule municipality

By: _____
Brent Parker, City Manager
Date: _____

STATE OF TEXAS §
 §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, City Manager of the City of Wylie, Texas.

Notary Public, State of Texas

OWNER:

WYLIE 33 LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, in his capacity as _____ of WYLIE 33 LLC,
a Texas limited liability company, as property owner.

Notary Public, State of Texas

Exhibit A Legal Description of the Property

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;

N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;

N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;

N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35

feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped

"EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest

corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;

S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north,

and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;

N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast

corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.

Exhibit B
Zoning Exhibit



Exhibit C Development Standards

VECINA PLANNED DEVELOPMENT

I. PURPOSE.

The purpose of this planned development district (the “Vecina Planned Development District”) is to create a development consisting of a single-lot, master planned residential Community that will feature high-quality manufactured housing and amenities, and a single Community Retail development.

The construction of the homes in the residential Community will allow for consistent and repeatable fabrication, while offering accessible homeownership within a meticulously planned Community. Residents of this Community will benefit from a secure, gated Community that is lifestyle-centric and features luxury amenities.

For purposes of this planned development district, the development and design standards of this Ordinance shall not affect any regulations within the Code of Ordinances or the Zoning Ordinance, as of March 2025, except as specifically provided herein.

II. EXHIBITS AND PROCEDURE.

- A. Conceptual Plan. Use and development of the property shall comply with the conceptual plan (attached hereto as “Exhibit A”).
- B. Minor Modification. The City Planner or the City Planners’ designee shall have the authority to administratively approve minor modifications to the Conceptual Plan if the modification is necessary to accommodate the site design or architectural requirements of the development. A minor modification is a change that is generally consistent with the overall site design, provided that such change will not cause any substantial or material change in traffic circulation, safety, drainage and utilities, external effects on adjacent properties such as noise, heat, light, glare, or vibration, or any change as listed in Section 8.1.D.2 of the City of Wylie Zoning Ordinance. The City Planner may, at his or her discretion and for any reason, elect to present the modifications or amendments to the Planning and Zoning Commission and City Council for consideration and approval.

III. DEFINITIONS.

- A. **COMMERCIAL OUTPARCEL** means the area designated on the Conceptual Plan and designed for commercial development providing shopper and consumer goods or retail and personal services. The Community retail area is intended to support surrounding residential neighborhoods.

- B. **HABITAT GARDEN** means any planting areas that are native or native adaptive species to North Texas with low water or very low water consumption characteristics with the intention of attracting or providing habitat for bees, birds, butterflies, or other pollinators or a combination thereof.
- C. **MANUFACTURED HOME or MANUFACTURED HOUSING** means a type of single-family or duplex home that is factory assembled or otherwise constructed offsite without permanent foundations and includes skirting that is anchored in accordance with the standards established by the Texas Department of Housing and Community Affairs (THDCA), including any vents, screens and/or openings necessary for utility and mechanical system hookups. This definition includes the terms HUD-Code manufactured home, mobile home, and park model RV, and collectively means and refers to both and shall include one or more International Standards Organization (ISO) shipping containers.
- D. **MANUFACTURED HOME COMMUNITY ("MH COMMUNITY")** means a unified residential development of manufactured homes located on manufactured home lots, which are arranged on a tract of land under single or common ownership.
- E. **MANUFACTURED HOME LOT ("MH LOT")** means a plot of ground within a MH Community which is designed to accommodate one single-family or duplex manufactured home, or one park model RV. MH Lots shall be improved to provide adequate support for the placement of the manufactured home, thereby securing the structure against uplifting, sliding, rotation, and overturning due to frost action, inadequate drainage, vibration or other forces acting on the structure.
- F. **HUD-CODE MANUFACTURED HOME** means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems. The term does not include a recreational vehicle as that term is defined by 24 C.F.R. § 3282.8(g).
- G. **PARK MODEL RECREATIONAL VEHICLE ("PARK MODEL RV")** means a manufactured home designed as living quarters built on a single chassis and is 400 square feet or less when measuring internal habitable area. A park model RV must be skirted and secured to lot in similar fashion as a manufactured home. This definition does not include standard recreational vehicles primarily designed for temporary or seasonal use.

IV. USES.

- A. Permitted uses.

1. The MH Community is limited to the following uses:

- Amateur Communication Tower
- Caretakers Quarters/Domestic or Security Unit
- Church/House of Worship
- Group Home
- Local Utilities
- Manufactured Home Community
- Manufactured Home or Manufactured Housing
- Manufactured Home Park
- Mobile Vendor, Fresh Market
- Model Manufactured Home
- Neighborhood Park or Playground
- Occasional Sale/Garage Sale
- Park-Model Recreational Vehicles
- School (public or private) Elementary
- School (public or private) Secondary
- Swimming Pool (private)
- Telecommunications Tower
- Transit Passenger Shelter
- Utility or Government Installation other than listed
- Accessory Community Center (Private)
- Accessory Game Court (Private)
- Accessory Outside Sales

2. The Commercial Outparcel is limited to the following uses:

- Any use permitted in the Community Retail District (“CR”) in the Wylie Code of Ordinances
- Restaurant with Drive-in or Drive-through Service
- Financial Institution (with drive-thru)

V. MH COMMUNITY DEVELOPMENT AND DESIGN STANDARDS.

A. Yard and lot dimensions.

Manufactured Home Community	
Lot Coverage.	

Setbacks.	Minimum 10 feet from any property line. When adjoining a public street, minimum 50 feet.
Height.	Maximum 35 feet.
Density.	<p>Maximum 210 MH Lots.</p> <p><i>No more than 15% of the total MH Lots may be Park Model RV Lots.</i></p> <p><i>No more than 20% of the total MH Lots may be Small Lots.</i></p> <p><i>No more than 23% of the total MH Lots may be Duplex Lots.</i></p>
Manufactured Home Lots	
Park Model RV	
Lot Width.	Minimum 30 feet.
Lot Depth.	Minimum 65 feet.
Front Yard.	Minimum 15 feet.
Side Yard.	Minimum 5 feet.
Rear Yard.	Minimum 20 feet.
Small Lot	
Lot Width.	Minimum 30 feet.
Lot Depth.	Minimum 70 feet.
Front Yard.	Minimum 4 feet.
Side Yard.	Minimum 2 feet.
Rear Yard.	None.
Standard	
Lot Width.	Minimum 40 feet.
Lot Depth.	Minimum 100 feet.
Front Yard.	Minimum 25 feet.

Side Yard.	Minimum 7 feet.
Rear Yard.	Minimum 5 feet.
Double	
Lot Width.	Minimum 65 feet.
Lot Depth.	Minimum 115 feet.
Front Yard.	Minimum 25 feet.
Side Yard.	Minimum 7 feet.
Rear Yard.	Minimum 10 feet.
Duplex	
Lot Width.	Minimum 65 feet.
Lot Depth.	Minimum 115 feet.
Front Yard.	Minimum 25 feet.
Side Yard.	Minimum 15 feet.
Rear Yard.	Minimum 10 feet.
General Standards	
<ol style="list-style-type: none"> 1. For angled lots, lot width shall be measured along the curb and lot depth shall be measured along the angled lot line. 2. A minimum of 10 feet spacing shall be provided between manufactured homes or park model RV homes. For MH Lots that abut on the rear side, spacing distance shall be measured from the rear façade. For angled lots, spacing distance shall be measured along the angled lot line. 3. Non-enclosed attached patio covers, although an addition to and part of the main structure, shall be exempt from the setback requirements above. Patio covers shall be allowed to extend into the setbacks no closer than 10 feet from the rear property line provided maximum lot coverage is not exceeded. 4. A lot containing an amenity building shall comply with the yard and lot dimensions for a standard MH Lot. 5. For purposes of residential adjacency and proximity, an MH Community shall be considered a residential district, and the residential adjacency and proximity standards do not apply to an MH Community. 	

B. Parking.

1. *Required parking.*

i. *Manufactured home.*

- a. For an MH Lot that is less than or equal to 2,800 square feet in land area, a minimum of 1.5 off-street parking spaces shall be required per MH Lot.
- b. For an MH Lot that is greater than 2,800 square feet, a minimum of 2 off-street parking spaces shall be required per MH Lot.

ii. *Guest parking.* A minimum of 0.25 off-street parking space per MH Lot shall be required. Guest parking shall be located within the MH Community.

2. *Parking standards.*

- i. On-street parking is prohibited.
- ii. Off-street parking may be located within setbacks and may be tandem.
- iii. Handicapped parking shall be provided at the rate of one space for each dwelling unit that is designed for occupancy by the handicapped. Driveways may be used to satisfy handicapped parking requirements, provided sufficient space is available to satisfy the minimal design requirements. Handicapped parking shall also be provided for an amenity building and shall be constructed in accordance with the standard ADA requirements.
- iv. Excess parking is permitted.
- v. Curb and gutter and/or parking stops shall only be required for an amenity building or dedicated guest parking areas. Curb and gutter and/or parking stops shall not be required for manufactured home driveways on MH Lots.
- vi. Covered parking shall be permitted, but not required. Covered parking shall be designed in a manner that will enhance the appearance of the MH Community and constructed to meet applicable IBC requirements. Covered parking shall be permitted within the required setbacks.

C. Storage facility standards.

1. Storage facilities with a minimum capacity of 500 cubic feet per lot may be provided on each MH Lot greater than 2,800 square or in a designated area located within 100 feet of each MH Lot.
2. Where provided, storage facilities shall be designed in a manner that will enhance the appearance of the MH Community and shall be constructed in a similar manner as the manufactured home.

D. Design standards.

1. Recreational areas and amenities.

- i. A minimum of five (5) of the following amenities shall be provided in the amenity:
 - a. Swimming pool
 - b. Gym or fitness facility
 - c. Co-working space
 - d. Outdoor cooking area
 - e. Game court or field
 - f. Child play area
 - g. Dog park
 - h. Water fountain feature (as part of a retention pond)
 - i. Splash pad
 - j. Outdoor picnic pavilion
 - k. Pool cabanas
- ii. Community buildings and Community use facilities, including those areas that operate the MH Community amenities, may be included in computing the area of recreational facilities. However, vehicle parking areas shall not be used in such computation.
- iii. When a child play area is provided, it shall be protected from traffic, thoroughfares, and parking areas.
- iv. All recreation areas and amenities shall be:
 - a. Maintained in a sanitary condition and free of safety hazards; and
 - b. For the exclusive use of the residents of an MH Community and their guests.

2. Community and pedestrian safety.

- i. A minimum four-foot wide sidewalk must be provided on at least one (1) side of a proposed private street or proposed internal drive. Sidewalk shall be permitted within the required setbacks.
- ii. Pedestrian street lighting poles with a minimum of 0.2 foot-candles must be provided along all private streets or interior roadways, with the exception of visibility triangles and vehicular drives, with the center foundation of the light pole located two (2) to three (3) feet from the back of curb. Spacing of pedestrian street lighting poles may be adjusted to achieve optimal photometric performance.
- iii. Motor vehicle entrances and exits shall be designed to City of Wylie standards, per the Design Manual, from adjacent public streets and onto internal streets.
- iv. A controlled-access gate shall be provided at each point of ingress and egress to the MH Community. Said gates shall be reviewed and approved by the City of Wylie's Fire Prevention Office (Fire Marshall).
- v. Private streets shall be privately owned, built and maintained, and shall be designed to City of Wylie standards for safe and convenient access to all spaces and to facilities for common use of park residents. All proposed private streets shall have concrete curbs and guttering set to City standards.
- vi. Newly constructed private streets, internal drives, or driveways designed or intended to provide access to two (2) or more areas within the MH Community shall have a minimum pavement width of 24 feet with no on-street parking and shall remain unobstructed for vehicular access at all times.
- vii. Dead-end streets shall be limited in length to 600 feet and shall be provided at the closed end with a turnaround requirement per the City of Wylie Fire Prevention Office.

E. Architectural elements.

- 1. All manufactured homes, including any additional rooms in any dwellings, such as enclosed porches, etc., shall be set on a solid slab structure or pier and beam foundation.
- 2. Duplication of building profile between any two adjacent houses fronting the same right-of-way is prohibited unless sufficient differentiation is provided, with the following requirements being the minimum conditions for differentiation:

- i. Duplication is prohibited among any group of three (3) houses;
 - ii. Any houses located on corner lots whose side yards each parallel the same intersecting street and are less than one block apart; and
 - iii. Any two or more houses which face across a street from each other.
3. Skirting material may include brick, stone, fiber cement siding, or LP Smart-Panel siding. Vinyl and aluminum skirting is prohibited.

VI. COMMERCIAL OUTPARCEL DEVELOPMENT STANDARDS.

Use and development of the Commercial Outparcel shall comply with the development standards applicable to the Community Retail District (“CR”) of the City of Wylie Code of Ordinances.

VII. LANDSCAPING, FENCING & SCREENING.

A. MH Community. Landscaping, fencing, and screening within an MH Community shall be provided, subject to the following:

- 1. A minimum of 10% of the gross land area of the MH Community shall be provide as landscaped area, which may include recreational facilities, amenity areas, scenic and/or usable areas within an easement.
- 2. Landscaped areas shall include features such as pocket parks, habitat gardens, walking trails, gazebos, benches, trash receptacles, or similar pedestrian amenities.
- 3. At time of occupancy, each MH Lot over 2,800 square feet shall have either one (1) three-inch caliper tree and shrubs totaling 15 gallons or shrubs totaling 25 gallons, provided a minimum of 50% of the MH Lots have at least one (1) three-inch caliper tree.
- 4. Security fencing shall be provided along public right of way areas from the manufactured homes and amenities.
- 5. Security fencing a minimum of four (4) feet in height shall be provided around any pool amenity.
- 6. Garbage dumpsters shall be screened from view on Alanis Drive.
- 7. Existing fencing along the northern property line shall be permitted to remain and shall be maintained in a state of good repair.

- B. Commercial Outparcel. Landscaping, fencing, and screening on the Commercial Outparcel shall be provided in accordance with the City of Wylie Code of Ordinances.

VIII. SIGNS.

- A. MH Community. Signage in an MH Community is permitted per Chapter 22, Article XX of the City of Wylie Code of Ordinances, subject to the following amendments:
1. One identifying sign shall be permitted at each major entrance to the MH Community, with no more than three signs total, and such signs shall be subject to the following provisions:
 - i. Each sign shall contain only the identifying name of the MH Community and its street address.
 - ii. Signs may be illuminated but the source of light shall not be visible and shall not be intermittent or flashing; revolving signs shall not be permitted.
 - iii. Signs shall be designed as monument signs with the top of the sign no more than eight feet above grade.
 - iv. Each sign may be double-faced and shall be limited to a maximum area of 115 square feet per sign face.
 2. Temporary signs are permitted in accordance with Chapter 22, Article XX of the City of Wylie Code of Ordinances.
- B. Commercial Outparcel. Signage on the Commercial Outparcel shall be provided in accordance with Chapter 22, Article XX of the City of Wylie Code of Ordinances.



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, authorizing the City Manager to sign an Annexation Services Agreement pending Annexation, between the City of Wylie and Wylie 33, LLC for the development of a manufactured home community generally located on the east side of East FM 544 at Alanis Drive.

Recommendation

Motion to deny the Item as presented.

Discussion

The owner of the properties generally located on the east side of East FM 544 at Alanis Drive has voluntarily requested Annexation under Section 43, Subchapter C-3 of the Texas Local Government Code (LGC). A requirement of LGC 43.0672 for voluntary Annexation is the approval of an Annexation Services Agreement prior to the adoption of the Annexation Ordinance. This item is the consideration of said Services Agreement and the proposed Agreement is attached.

The Services Agreement covers the extent and timeframe of City services that will be provided should the requested Annexation be approved. The Services covered include:

- Police and Fire services
- Planning, Building, and Code Enforcement services
- Parks
- Solid Waste Collection
- Streets
- Water and Sanitary Sewer

Under the terms of the Agreement and current Wylie regulations and ordinances, Police, Fire, Solid Waste Collection, and Planning services are available on the effective date of the Annexation Ordinance. Building Inspections and Code Enforcement are available 60 days from Annexation. Streets will be designed and constructed, at the developer's expense, to City standards. Water and Sewer require the landowner to extend said utilities, at the developer's expense, in accordance with City design standards, starting within 2-½ years and completing within 4-½ years. The Agreement calls for a lift station that will be built at owner expense and then owned and maintained by the City.

In accordance with the Local Government Code, the City is under no obligation to provide any service not listed within this Services Agreement. Should the City not provide services within the required time frame, the City must disannex the property if requested.

The Annexation request and associated Ordinance are on this agenda for consideration. The applicant is requesting Annexation of the property with the intent of rezoning the property for inclusion in the Vecina Manufactured Home Planned Development. A Development Agreement addressing the potential rezoning is also on the current agenda.

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

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and WYLIE 33 LLC, a Texas limited liability company ("Landowner"). Wylie and Landowner are each referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of that certain tract of land consisting of 47.97 acres, situated in the Aaron West Survey, Abstract No. A0979, Tract Nos. 38, 39, 40, and 41, and the Geckler Addition, Lot 1, Block A, Collin County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, pursuant to a Development Agreement (pending annexation) between Landowner and City ("Development Agreement") approved by the City Council on April 22, 2025 Landowner submitted to Wylie a voluntary request for annexation of the Property into the corporate limits of Wylie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Wylie City Council adopts an ordinance annexing the Property into the corporate limits of Wylie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Wylie has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Wylie will provide to the Property provided that the Wylie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, in accordance with Section 43.016 of the Texas Local Government Code, Landowner is advised of Wylie's offer to make a development agreement with Landowner under Section 212.172 of the Texas Local Government Code that would guarantee the continuation of the extraterritorial status of the Property and authorize the enforcement of all regulations and planning authority of Wylie that do not interfere with the use of the Property for agriculture, wildlife management or timber, and Landowner hereby declines the offer; and

WHEREAS, Wylie 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 Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set 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 Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Wylie City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Wylie City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither Party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Wylie has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the Parties agree that Wylie shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Wylie, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

- (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Wylie, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Wylie's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Wylie's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Wylie's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (iii) Subject to the Development Agreement, Wylie's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iv) All inspection services furnished by Wylie but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
 - (v) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Wylie at that time.
- (d) Planning and Zoning Services. The planning and zoning jurisdiction of Wylie will

extend to the Annexed Area upon the effective date of the Annexation Ordinance. Wylie city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Wylie's Zoning Ordinance and Comprehensive Plan.

(e) Park and Recreation Services.

- (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Wylie beginning on the effective date of the Annexation Ordinance.
- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Wylie. The Annexed Area will be included in all future plans for providing parks and recreation services to Wylie.
- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Wylie, be maintained and operated by Wylie, but not otherwise.

(f) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's policies regarding frequency, changes and the like as are existing at that time.

(g) Streets.

- (i) Wylie's existing policies with regard to street maintenance, applicable throughout Wylie, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Wylie's standards and specifications, such street will not be maintained by Wylie. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Wylie and the Landowner agree that Wylie shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Wylie's standards commences within the Annexed Area, the policies of Wylie with

regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Wylie as is provided to streets throughout Wylie.
- (iv) Street lighting installed on streets improved to Wylie's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Wylie policies.
- (h) **Water Services.** The Parties agree that the Annexed Area is within the certificate of convenience and necessity or service area of another water utility provider and therefore the City has no obligation to provide water services, to allow or make connections to or extensions of Wylie water facilities. Wylie shall have no liability or responsibility of any kind in connection with providing water services to the Annexed Area.
- (i) **Sanitary Sewer Services.**
 - (i) Connections to existing Wylie sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Wylie policies. Upon connection, sanitary sewer service will be provided at rates established by Wylie ordinances for such service throughout Wylie.
 - (ii) Sanitary sewer mains and/or lift stations installed or improved to Wylie's standards that are located in dedicated easements, are within the Annexed Area and are connected to Wylie mains will be maintained by Wylie beginning on the effective date of the Annexation Ordinance.
 - (iii) As development and construction commence in the Annexed Area, Wylie sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Wylie ordinances and regulations in effect at that time. Such extensions will be commenced within two and one-half (2½) years from the effective date of the Annexation Ordinance and substantially completed within four and one-half (4½) years after that date.
- (j) **Miscellaneous.**
 - (i) Any facility or building located within the Annexed Area and utilized by Wylie in providing services to the Annexed Area will be maintained by Wylie commencing on the date of use or on the effective date of the Annexation Ordinance, whichever occurs later.

- (ii) General municipal administration and administrative services of Wylie shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Wylie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy; provided, however, that Landowner hereby waives and agrees not to demand or request any refunds of the amount of money collected by Wylie in property taxes and fees from landowners within any portion of the Annexed Area during the period that the area was a part of the Wylie city limits or any other refund, notwithstanding anything to the contrary in applicable state law. In no event shall Wylie be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns. The parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.
- 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 Landowner 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 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
 Attn: Brent Parker, City Manager
 Wylie, Texas 75098

Telephone: (972) 516-6000
 Email: brent.parker@wylietexas.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 Landowner, addressed to him at:

WYLIE 33 LLC
 Attn: Chris Swanson
 P.O. Box 2590
 Wylie, Texas 75098
 Email: chris@firststephomes.com

9. **Release.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS WYLIE AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO WYLIE'S ANNEXATION OF THE PROPERTY, WYLIE'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND WYLIE'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. Landowner acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Wylie "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. TO THE EXTENT NOT IN CONFLICT WITH THE LAWS OF THE STATE OF TEXAS, LANDOWNER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES WYLIE AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT, PROVIDED SUCH ACTUAL OR POTENTIAL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY AND PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **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.
12. **Entire Agreement.** This Agreement and the Development Agreement contain 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.
13. **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.
14. **Consideration.** This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. **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.
16. **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). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Wylie and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Wylie's reliance on this Agreement.**
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.

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").

[Remainder of the page intentionally blank.]

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 of the **CITY OF WYLIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Wylie, Texas.

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: _____

WYLIE 33 LLC,
a Texas limited liability company

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she 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

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;

N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;

N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;

N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35

feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped

"EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;

S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north,

and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;

N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Hold a public hearing, consider, and act upon, Ordinance No. 2025-17 authorizing the annexation of a 47.97-acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, which is contiguous and adjacent to the City of Wylie, in Collin County, Texas A2025-01.

Recommendation

Motion to deny the Item as presented.

Discussion

This Annexation is at the voluntary request of the property owner, Wylie 33, LLC.

The subject properties are described in Exhibit A - Legal Description and are adjacent to the corporate City limits of Wylie as required by the Texas Local Government Code.

The Annexation is subject to the approval of the Services Agreement on this agenda. The Services Agreement becomes a part of the Annexation Ordinance, as Exhibit B. In addition, the property, if annexed, is subject to the City Council Development Agreement, also on this agenda.

Pursuant to the LGC, a voluntary Annexation by a property owner requires one public hearing, immediately after which an Annexation Ordinance may be adopted.

Upon adoption of this ordinance, the property will be zoned temporarily as Agricultural District (AG/30) until permanent zoning is established by the Council in accordance with Article 8 of the City of Wylie Comprehensive Zoning Ordinance and the executed Development Agreement.

ORDINANCE NO. 2025-17

AN ORDINANCE AUTHORIZING THE ANNEXATION OF A 47.97 ACRE TRACT OF LAND OUT OF THE A. WEST SURVEY, ABSTRACT NO. 979 AND THE J. SHELBY SURVEY, ABSTRACT NO. 819, SITUATED IN COLLIN COUNTY, WHICH IS CONTIGUOUS AND ADJACENT TO THE CITY OF WYLIE, IN COLLIN COUNTY, TEXAS; 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 City Council of the City of Wylie, Texas (“City Council”) under the authority of Section 43.0671 Local Government Code and the City of Wylie, Texas’ (Wylie) Home Rule Charter, investigated and determined that it would be advantageous and beneficial to Wylie and its inhabitants to annex the below-described property (the “Property”) to Wylie; and;

WHEREAS, prior to conducting the public hearing required under Section 43.0673, Local Government Code, the City Council also investigated and determined that the Property as described (Exhibit A) - is within the extraterritorial jurisdiction of Wylie and is adjacent and contiguous to the existing city limits of Wylie; and

WHEREAS, the City Council finds that the Services Agreement (Exhibit “B”) has been prepared in full compliance with Section 43.0672, Local Government Code, and has been made available for public inspection and was available for explanation to the inhabitants of the Property at the public hearings; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the City Council has conducted at least one (1) public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed service agreement; and

WHEREAS, the City Council finds that the public hearing was conducted on or before the twentieth (20th) day but after the tenth (10th) day from the date of notification of the annexation proceedings; and

WHEREAS, the City Council finds it has completed the annexation process within ninety (90) days after the City instituted the annexation proceedings; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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 Agriculture/30 (A/30) District, said property being described in Exhibit “A” (Legal Description) attached hereto and made a part hereof for all purposes.

SECTION 2: That all ordinances of the City in conflict with the provisions of this ordinance be,

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 22nd day of April, 2025.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

DATE OF PUBLICATION: April 1, 2025 in The Wylie News

LEGAL DESCRIPTION

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

1. S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;
2. N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;
3. N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
4. N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;
5. N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35 feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

LEGAL DESCRIPTION CONTINUES ON PAGE 2

PAGE 1 OF 6



EAGLE SURVEYING, LLC

222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2404.051-07	PM	04-09-2025

LEGAL DESCRIPTION (CONTINUED FROM PAGE 1)

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

1. S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

1. N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

LEGAL DESCRIPTION CONTINUES ON PAGE 3

PAGE 2 OF 6



EAGLE SURVEYING, LLC

222 S. ELM STREET

SUITE: 200

DENTON, TX 76201

(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2404.051-07	PM	04-09-2025

LEGAL DESCRIPTION (CONTINUED FROM PAGE 2)

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

1. S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;
2. S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north, and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

1. N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;
2. N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;
3. N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;
4. S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.

PAGE 3 OF 6

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

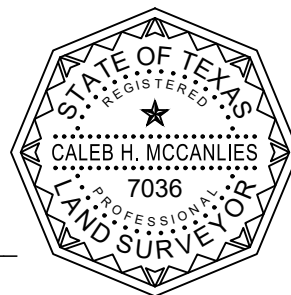
**EAGLE SURVEYING, LLC**

222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

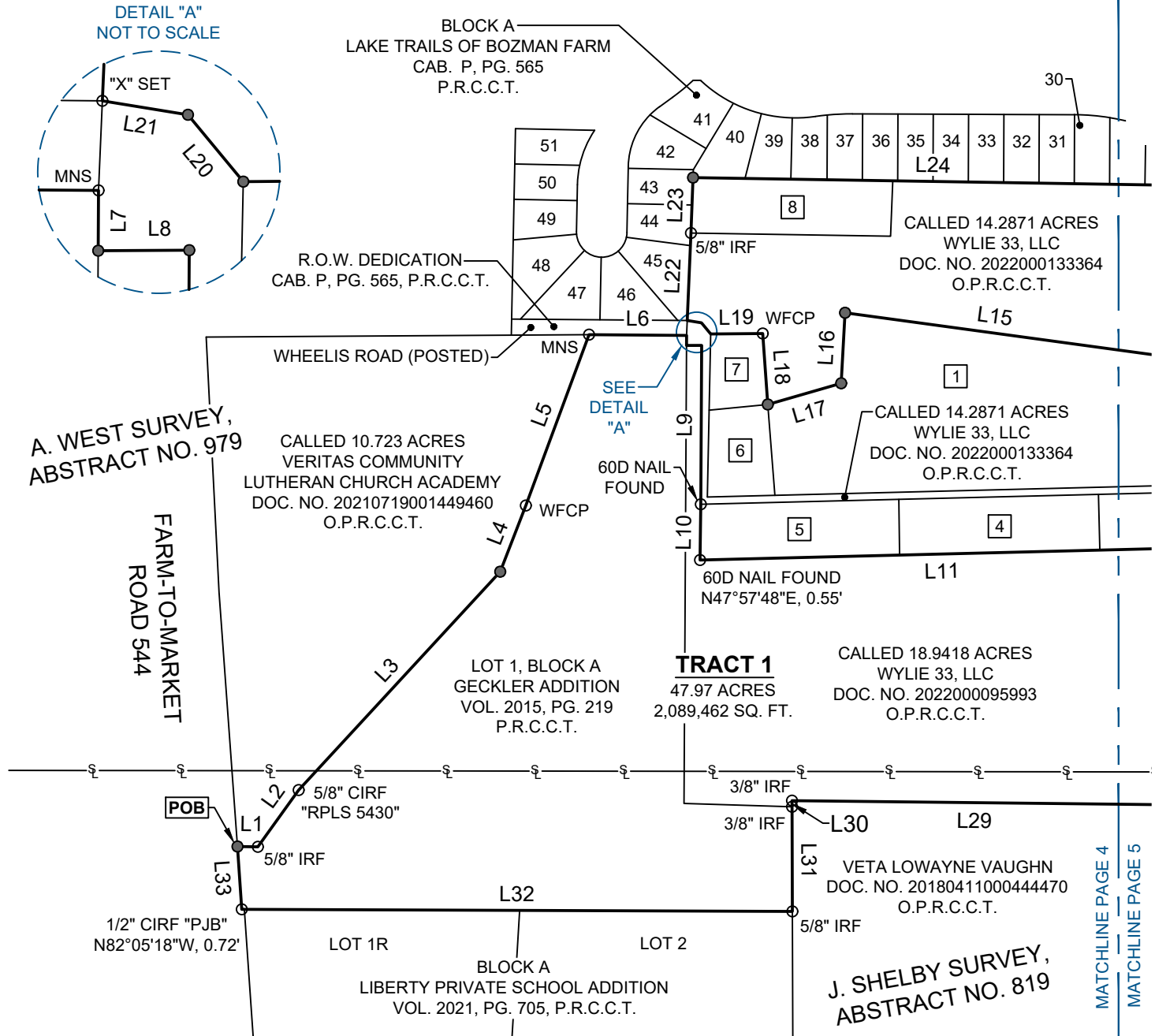
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2404.051-07	PM	04-09-2025

Caleb McCanlies
R.P.L.S. # 7036



4-9-2025
Date



NOTES:

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

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EAGLE SURVEYING, LLC

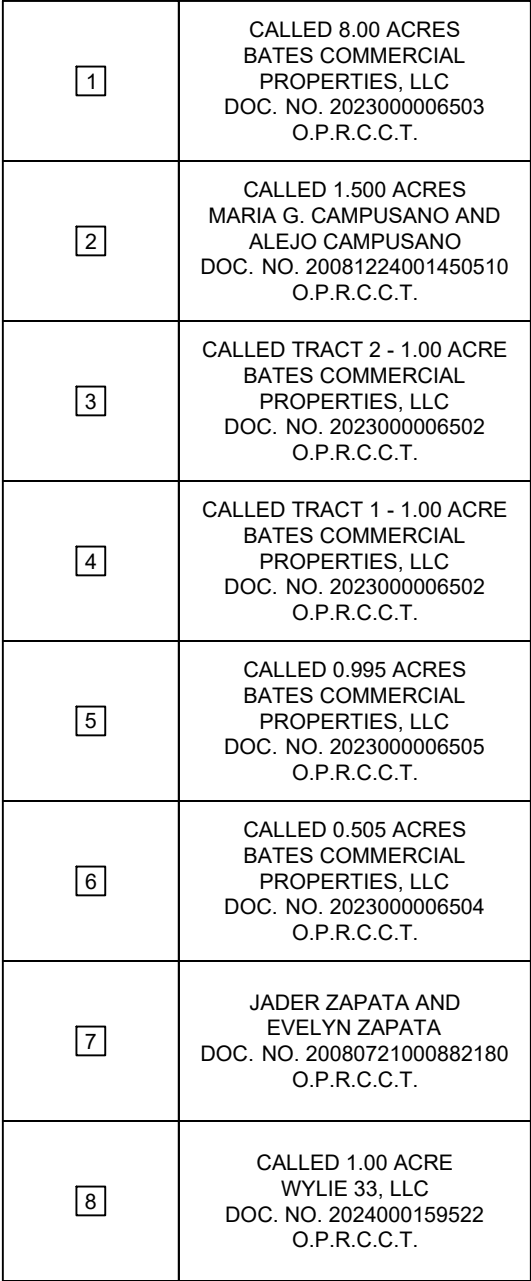
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177


$$1'' = 300'$$


LEGEND

- | | |
|--------------|--|
| ○ | BOUNDARY MONUMENT |
| ● | 1/2" CAPPED IRON ROD SET |
| | STAMPED "EAGLE SURVEYING" |
| IRF | IRON ROD FOUND |
| CIRF | CAPPED IRON ROD FOUND |
| MFCP | METAL FENCE CORNER POST |
| WFCP | WOOD FENCE CORNER POST |
| MNS | MAG NAIL SET |
| R.O.W. | RIGHT-OF-WAY |
| POB | POINT OF BEGINNING |
| DOC. NO. | DOCUMENT NUMBER |
| VOL. | VOLUME |
| PG. | PAGE |
| CAB. | CABINET |
| O.P.R.C.C.T. | OFFICIAL PUBLIC RECORDS,
COLLIN COUNTY, TEXAS |
| P.R.C.C.T. | PLAT RECORDS,
COLLIN COUNTY, TEXAS |



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°11'57" E	40.40'
L2	N 35°42'41" E	138.60'
L3	N 42°42'42" E	588.89'
L4	N 21°11'38" E	140.67'
L5	N 20°17'32" E	360.92'
L6	S 89°34'17" E	193.35'
L7	S 00°18'55" W	19.91'
L8	N 89°42'55" E	30.08'
L9	S 00°18'55" W	314.92'
L10	S 00°47'34" W	110.51'
L11	N 88°34'14" E	1188.89'
L12	N 01°35'27" W	124.52'
L13	N 88°34'05" E	121.51'
L14	N 02°43'33" W	195.57'
L15	N 82°14'40" W	1019.23'
L16	S 03°07'20" W	139.99'
L17	S 73°54'20" W	151.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L18	N 04°06'10" W	141.00'
L19	S 89°30'05" W	103.08'
L20	N 39°35'25" W	28.66'
L21	N 80°43'17" W	28.66'
L22	N 02°27'15" E	173.44'
L23	N 02°07'04" E	109.91'
L24	S 89°05'19" E	1578.94'
L25	S 00°57'37" E	693.12'
L26	S 00°04'16" E	546.73'
L27	N 88°20'57" W	182.78'
L28	N 04°36'19" W	11.70'
L29	N 89°22'17" W	1211.35'
L30	S 01°01'51" E	12.14'
L31	S 00°09'51" E	207.41'
L32	N 89°46'49" W	1091.28'
L33	N 03°55'24" W	124.69'

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**EAGLE SURVEYING, LLC**

222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
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TX FIRM # 10194177

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

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and WYLIE 33 LLC, a Texas limited liability company ("Landowner"). Wylie and Landowner are each referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of that certain tract of land consisting of 47.97 acres, situated in the Aaron West Survey, Abstract No. A0979, Tract Nos. 38, 39, 40, and 41, and the Geckler Addition, Lot 1, Block A, Collin County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, pursuant to a Development Agreement (pending annexation) between Landowner and City ("Development Agreement") approved by the City Council on April 22, 2025 Landowner submitted to Wylie a voluntary request for annexation of the Property into the corporate limits of Wylie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Wylie City Council adopts an ordinance annexing the Property into the corporate limits of Wylie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Wylie has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Wylie will provide to the Property provided that the Wylie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, in accordance with Section 43.016 of the Texas Local Government Code, Landowner is advised of Wylie's offer to make a development agreement with Landowner under Section 212.172 of the Texas Local Government Code that would guarantee the continuation of the extraterritorial status of the Property and authorize the enforcement of all regulations and planning authority of Wylie that do not interfere with the use of the Property for agriculture, wildlife management or timber, and Landowner hereby declines the offer; and

WHEREAS, Wylie 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 Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set 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 Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Wylie City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Wylie City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither Party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Wylie has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the Parties agree that Wylie shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Wylie, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

- (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Wylie, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Wylie's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Wylie's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Wylie's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (iii) Subject to the Development Agreement, Wylie's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iv) All inspection services furnished by Wylie but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
 - (v) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Wylie at that time.
- (d) Planning and Zoning Services. The planning and zoning jurisdiction of Wylie will

extend to the Annexed Area upon the effective date of the Annexation Ordinance. Wylie city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Wylie's Zoning Ordinance and Comprehensive Plan.

(e) Park and Recreation Services.

- (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Wylie beginning on the effective date of the Annexation Ordinance.
- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Wylie. The Annexed Area will be included in all future plans for providing parks and recreation services to Wylie.
- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Wylie, be maintained and operated by Wylie, but not otherwise.

(f) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's policies regarding frequency, changes and the like as are existing at that time.

(g) Streets.

- (i) Wylie's existing policies with regard to street maintenance, applicable throughout Wylie, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Wylie's standards and specifications, such street will not be maintained by Wylie. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Wylie and the Landowner agree that Wylie shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Wylie's standards commences within the Annexed Area, the policies of Wylie with

regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Wylie as is provided to streets throughout Wylie.
- (iv) Street lighting installed on streets improved to Wylie's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Wylie policies.
- (h) **Water Services.** The Parties agree that the Annexed Area is within the certificate of convenience and necessity or service area of another water utility provider and therefore the City has no obligation to provide water services, to allow or make connections to or extensions of Wylie water facilities. Wylie shall have no liability or responsibility of any kind in connection with providing water services to the Annexed Area.
- (i) **Sanitary Sewer Services.**
 - (i) Connections to existing Wylie sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Wylie policies. Upon connection, sanitary sewer service will be provided at rates established by Wylie ordinances for such service throughout Wylie.
 - (ii) Sanitary sewer mains and/or lift stations installed or improved to Wylie's standards that are located in dedicated easements, are within the Annexed Area and are connected to Wylie mains will be maintained by Wylie beginning on the effective date of the Annexation Ordinance.
 - (iii) As development and construction commence in the Annexed Area, Wylie sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Wylie ordinances and regulations in effect at that time. Such extensions will be commenced within two and one-half (2½) years from the effective date of the Annexation Ordinance and substantially completed within four and one-half (4½) years after that date.
- (j) **Miscellaneous.**
 - (i) Any facility or building located within the Annexed Area and utilized by Wylie in providing services to the Annexed Area will be maintained by Wylie commencing on the date of use or on the effective date of the Annexation Ordinance, whichever occurs later.

- (ii) General municipal administration and administrative services of Wylie shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
5. **Default.** If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Wylie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy; provided, however, that Landowner hereby waives and agrees not to demand or request any refunds of the amount of money collected by Wylie in property taxes and fees from landowners within any portion of the Annexed Area during the period that the area was a part of the Wylie city limits or any other refund, notwithstanding anything to the contrary in applicable state law. In no event shall Wylie be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns. The parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.
 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 Landowner 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 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
 Attn: Brent Parker, City Manager
 Wylie, Texas 75098

Telephone: (972) 516-6000
 Email: brent.parker@wylietexas.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 Landowner, addressed to him at:

WYLIE 33 LLC
 Attn: Chris Swanson
 P.O. Box 2590
 Wylie, Texas 75098
 Email: chris@firststephomes.com

9. **Release.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS WYLIE AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO WYLIE'S ANNEXATION OF THE PROPERTY, WYLIE'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND WYLIE'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. Landowner acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Wylie "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. TO THE EXTENT NOT IN CONFLICT WITH THE LAWS OF THE STATE OF TEXAS, LANDOWNER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES WYLIE AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT, PROVIDED SUCH ACTUAL OR POTENTIAL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY AND PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **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.
12. **Entire Agreement.** This Agreement and the Development Agreement contain 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.
13. **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.
14. **Consideration.** This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. **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.
16. **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). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Wylie and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Wylie's reliance on this Agreement.**
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.

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").

[Remainder of the page intentionally blank.]

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 of the **CITY OF WYLIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Wylie, Texas.

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: _____

WYLIE 33 LLC,
a Texas limited liability company

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she 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

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;

N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;

N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;

N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35

feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped

"EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;

S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north,

and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;

N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.



Wylie City Council

AGENDA REPORT

Department: Fire

Prepared By: Fire- Brandon Blythe

Account Code: _____

Subject

Hold a public hearing, consider, and act upon, Resolution No. 2025-10(R) consenting to the inclusion of the City's extraterritorial jurisdiction within the boundaries of the proposed Collin County Emergency Services District No. 1, in response to a petition for the creation of Collin County Emergency Services District No. 1 pursuant to Chapter 775 of the Texas Health and Safety Code.

Recommendation

Motion to approve the Item as presented.

Discussion

A proposed Resolution consenting to the inclusion of the City's extraterritorial jurisdiction in the proposed Collin County Emergency Services District No. 1 is attached for Council's consideration. Taking no action will automatically opt the ETJ into the ESD. The deadline for the City to provide a response is April 25. Staff will be reaching out to the Collin County residents within the City's fire district, urging them to attend the meeting to get the facts, hear Council's discussion, and get answers to their questions.

RESOLUTION NO. 2025-10(R)**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, CONSENTING TO THE INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION IN THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1; PROVIDING FOR FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 775, Texas Health and Safety Code, authorizes the creation of Emergency Services Districts ("ESD") to provide local emergency services, including fire protection and emergency medical services; and

WHEREAS, pursuant to Section 775.014, Texas Health and Safety Code, before an ESD may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the ESD must be presented to the municipality's governing body; and

WHEREAS, territory within a municipality's territorial limits or extraterritorial jurisdiction may not be included in the ESD unless the municipality's governing body gives its written consent to said request within sixty days after the date on which the municipality receives the request; and

WHEREAS, the Collin County Judge has received and verified a petition requesting the creation of Collin County Emergency Services District No. 1, to provide emergency services to portions of Collin County in response to any emergency in accordance with Chapter 775; and

WHEREAS, portions of the proposed ESD contain territory within the City of Wylie's extraterritorial jurisdiction; and

WHEREAS, the City of Wylie ("City") received a written request on February 28, 2025 from Collin County for the City's extraterritorial jurisdiction to be included in the proposed ESD; and

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") desires to grant its consent to allow the City's extraterritorial jurisdiction to be included in the proposed ESD pursuant to any called election for that purpose.

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

SECTION 1. The foregoing premises are hereby found to be true and correct and incorporated herein by reference for all purposes allowed by law.

SECTION 2. The City Council hereby grants its consent to inclusion of the City's extraterritorial jurisdiction within the boundaries of the proposed Collin County Emergency Services District No. 1, and which boundaries for said ESD are further described and depicted in Exhibit "A", attached hereto, pursuant to Section 775.014, Texas Health and Safety Code.

SECTION 3. The inclusion of the City's extraterritorial jurisdiction within the proposed ESD is subject to an election being called to confirm the creation of the ESD and wherein a majority of the voters residing in the City's extraterritorial jurisdiction who vote in said election vote in favor of said item, as

provided in Section 775.019(b), Texas Health and Safety Code.

SECTION 4. This Resolution shall take effect from and after its passage and remain in effect subject to Section 775.014(f), Texas Health and Safety Code.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on the 22nd day of April 2025.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

EXHIBIT "A"*Collin County Emergency Services District No. 1 Proposed Boundaries***Description of Proposed Collin County Emergency Services District No. 1****Boundary Description**

Description by meets and bounds for Collin County Emergency Service District No. 1

Collin County Emergency Service District No. 1 (CCESD No. I) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

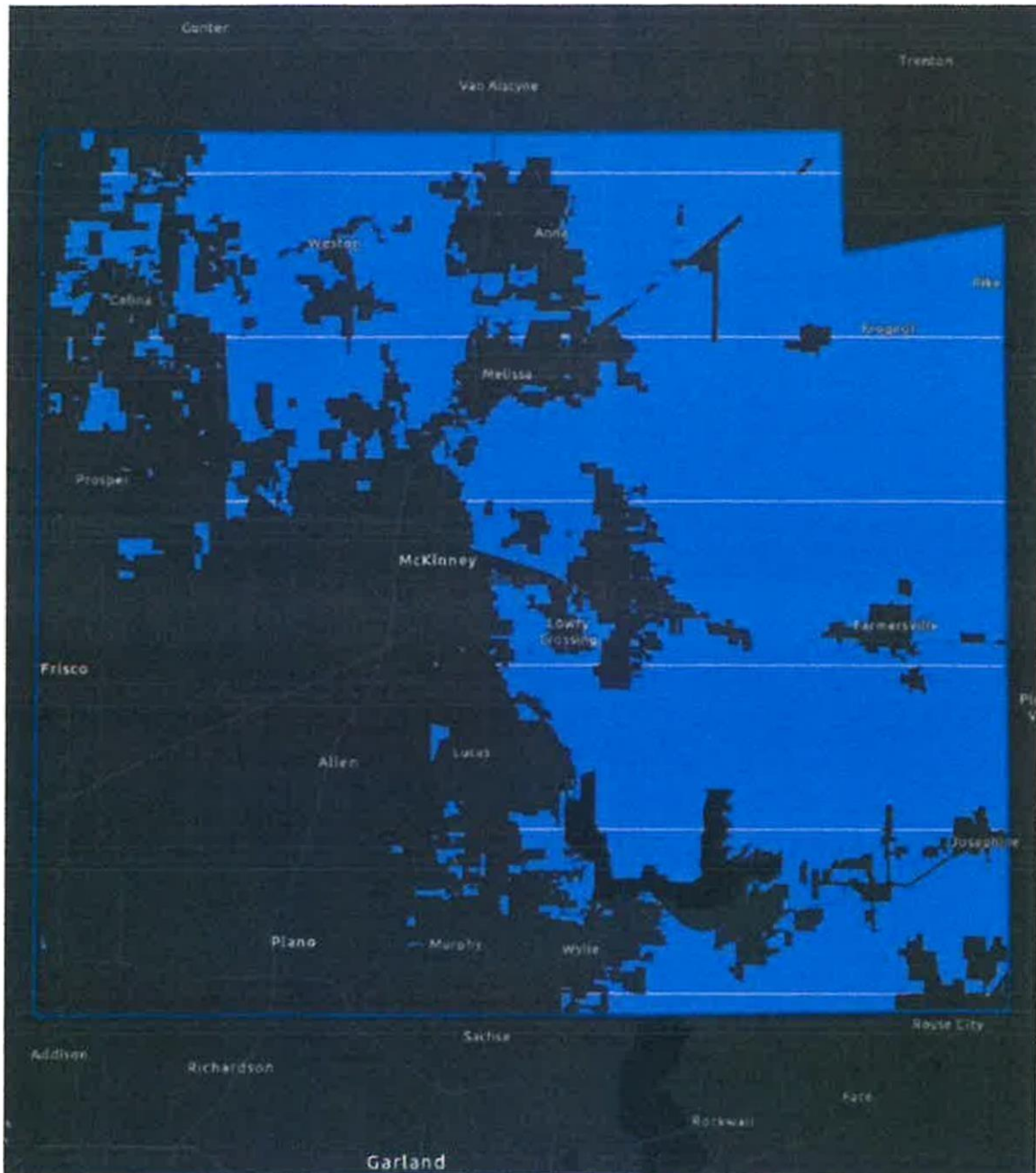
THENCE, along the northern boundary line of said County to the Northeast corner of said county;

THENCE, along the eastern boundary line of said County to its Southeast corner:

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

Exhibit A-1 Map of Proposed Collin County Emergency Services District No. 1 (in blue)



Chris Hill

Collin County Judge

February 19, 2025

Honorable Stacey Kemp
Collin County Clerk
2300 Bloomdale Road
McKinney, Texas 75071

Honorable Mrs. Kemp:

Pursuant to Texas Health and Safety Code section 775.011, I have received a petition proposing the creation of Collin County Emergency Services District No. 1 and I have verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed district.

Pursuant to section 775.015 of the same chapter, I have verified that the petition is in proper form and I hereby file the petition with your office. At the regular session of the commissioners court on Monday, February 24, the commissioners court will set a place, date, and time for a public hearing to consider the petition.

Sincerely,

Chris Hill

cc: Collin County Commissioners
Yoon Kim, Collin County Administrator



COLLIN COUNTY

Kaleb Breaux
Elections Administrator
2010 Redbud Blvd. #102
McKinney, Texas 75069
972-547-1990

DATE: February 19, 2025
TO: Collin County Commissioners Court
FROM: Kaleb Breaux, Collin County Elections Administrator
RE: Collin County ESD No. 1 Petition

Pursuant to Texas Health and Safety Code section 775.011, I have reviewed a petition proposing the creation of Collin County Emergency Services District No. 1 and I have confirmed that the petition has been signed by at least 100 qualified voters in the proposed district.

Respectfully,

Kaleb Breaux

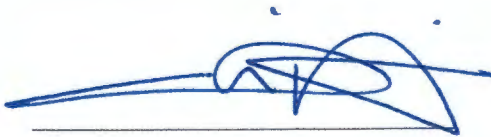
State of Texas	§	Court Order
Collin County	§	2025-216-02-24
Commissioners Court	§	

Statement of Shared Principles for Emergency Services Districts

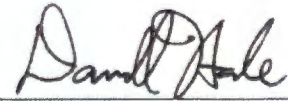
In response to the citizen petition calling for the creation of Collin County Emergency Services District No. 1 ("District"), and in the interest of providing transparency and clarity, the Collin County Commissioners Court hereby adopts this Statement of Shared Principles to summarize our guiding values for the District.

1. The District should provide fire and emergency services by contracting with established fire departments.
2. The District should minimize administrative costs to ensure greater investment in fire and emergency services.
3. The District should support existing fire service contracts between municipalities and municipal utility districts.
4. The District should avoid double taxation of residents in municipal utility districts.
5. The District is not able to provide fire and emergency services outside the District. If a city council prevents its extraterritorial jurisdiction (ETJ) from being included in the District (per Texas Health & Safety Code Section 775.014), citizens of the ETJ must then appeal to their city council for fire and emergency services.
6. Collin County is committed to working with municipal and volunteer fire department partners to provide superior fire and emergency services until the District begins operations.

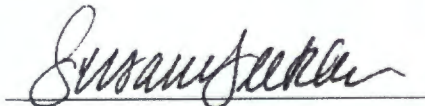
A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.



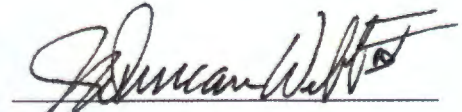
Chris Hill, County Judge



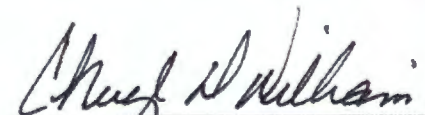
Darrell Hale, Commissioner, Pct 3



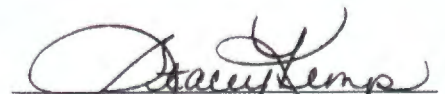
Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk



COLLIN COUNTY

Administrative 04/22/2025 Item 6.
2300 Bloomdale Road
Suite 4192
McKinney, Texas 75071
972-548-4675
www.collincountytx.gov

February 25, 2025

City of Wylie
300 Country Club Rd., Bldg 100
Wylie, Texas 75098

Dear Mayor Porter:

Citizens of Collin County, Texas have filed a petition with the County Judge for the formation of the Collin County Emergency Services District No. 1 (ESD), pursuant to Chapter 775, Tex. Health & Safety Code. The entire proposed district would be located wholly within Collin County as described in the attached Petition. The ESD petition is set for a public hearing on July 21, 2025. It is anticipated that the issue of the creation of this district will be presented to the voters at the November 4, 2025 uniform election date.

Portions of the proposed district contain territory within your municipality's extraterritorial jurisdiction. Pursuant to §775.014, Tex. Health & Safety Code, before a district may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition has been filed (§775.015, Tex. Health & Safety Code).

I am including a copy of all attachments that were presented to and approved by Commissioners Court on February 24, 2025, including a copy of the petition, letters verifying the signatures, and the approved court resolutions. This correspondence is to advise you of the filing of the ESD petition with Collin County and request your Council's written consent to include your city's extraterritorial jurisdiction within the proposed ESD.

Your municipality's consent is required on or before the 60th day after the date of your receipt of this letter. Please let me know if you have any questions or concerns.

Sincerely,

Yoon Kim
Collin County Administrator
cc: The Honorable Chris Hill, Collin County Judge

State of Texas	§	Court Order
Collin County	§	2025-217-02-24
Commissioners Court	§	

A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Whereas, Chapter 775, Texas Health and Safety Code, governs the creation of emergency services districts ("ESDs") within the State of Texas; and

Whereas, ESDs are political subdivisions of the State of Texas that support or provide local emergency services, including fire protection and emergency medical services; and

Whereas, Chapter 775 authorizes qualified voters who own taxable real property to petition the county commissioners court to order an election creating an emergency services district; and

Whereas, the Collin County Judge has received a petition requesting the creation of Collin County Emergency Services District No. 1 ("the District"), to provide emergency services in response to any emergency in accordance with Chapter 775; and

Whereas, the County Judge has verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed District, and has verified that the petition is in proper form, and has filed the petition with the Collin County Clerk; and

Whereas, the Collin County Elections Administrator has confirmed that the petition has been signed by at least 100 qualified voters in the proposed District; and

Whereas, Chapter 775, Texas Health and Safety Code, requires the commissioners court to set a place, date, and time for a public hearing to consider the petition.

Now, therefore, be it resolved, by the Commissioners Court of the Collin County, Texas that:

Section 1. The Court finds that the petition for the creation of the District was received in proper form, that it has been filed with the Collin County Clerk, and that a public hearing to consider the petition is hereby set as follows:

Date: July 21, 2025

Time: 1:30p.m.

Place: Collin County Commissioners Court
 Jack Hatchell Administration Building
 2300 Bloomdale Road, Suite 4192
 McKinney, Texas 75071

Section 2. The County Clerk is authorized to prepare the notice of public hearing;

Section 3. The Collin County Sheriff is authorized to post and publish the notice of the public hearing as required by law;

State of Texas
 Collin County
 Commissioners Court

§
 §
 §

Court Order
 2025-217-02-24

A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Section 4. At the hearing, any interested person may appear before the Commissioners Court in person or by attorney to support or oppose the creation of the District and may offer pertinent testimony. If, after the hearing the Commissioners Court finds that creation of the District is feasible and will promote the public safety, welfare, health and convenience to the persons residing in the proposed District, the Commissioners Court shall grant the petition and fix the boundaries of the District. If the petition is granted by the Commissioners Court, the Commissioners Court will order an election to confirm the District's creation in accordance with the procedures required by the law.

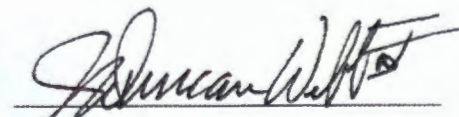
A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.


 Chris Hill, County Judge

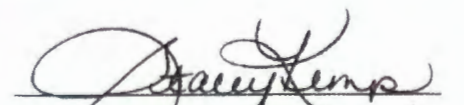

 Darrell Hale, Commissioner, Pct 3


 Susan Fletcher, Commissioner, Pct 1




 Duncan Webb, Commissioner, Pct 4


 Cheryl Williams, Commissioner, Pct 2


 ATTEST: Stacey Kemp, County Clerk

FILED

2025 FEB 20 AM 11:50

STACY KEMP
COUNTY CLERK
COLLIN COUNTY, TEXASBY: Stacy Kemp ~~THE STATE OF TEXAS~~**PETITION FOR CREATION OF
EMERGENCY SERVICES
DISTRICT****RECEIVED
COMMISSIONER'S COURT**

2025 FEB -6 PM 1:43

COUNTY OF COLLIN

§ **IN THE COMMISSIONERS COURT**
 §
 § **OF**
 §
 § **COLLIN COUNTY, TEXAS**

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:

NOW COMES 100 or more qualified voters who own taxable real property in Collin County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

That the proposed Collin County Emergency Services District No. 1 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

II.

That the name of the proposed District shall be "COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1."

III.

That the area of the District does not overlap the boundaries of any other emergency services district, and will generally include portions of the extraterritorial jurisdictions of the incorporated municipalities lying wholly or partially within Collin County, Texas. The boundaries of the District are more particularly described by the description attached as **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in **Exhibit "A-1"**.

IV.

That the District will provide emergency services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

V.

That the creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

VI.

That Richard Hill, who resides at 2251 CR700, Farmersville TX 75442, and Jo Ann Graham, who resides at 1373 CR 728, Melissa TX 75454, (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, to Collin County as required by Section 775.013(b) of the Texas Health & Safety Code.

VII.

That the Cities of Allen, Anna, Blue Ridge, Celina, Fairview, Farmersville, Fate, Frisco, Garland, Hebron, Josephine, Lavon, Lowry Crossing, Lucas, McKinney, Melissa, Murphy, Nevada, New Hope, Parker, Plano, Princeton, Prosper, Royse City, St. Paul, Trenton, Van Alstyne, Weston, and Wylie are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

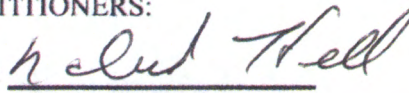
VIII.

That the signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Collin County Emergency Services District No. 1 are attached on **Exhibit "B"**.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Collin County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Collin County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 6 day of ^{FEBRUARY} _____, 2025.

PETITIONERS:

By: 
Printed Name: Richard Hill

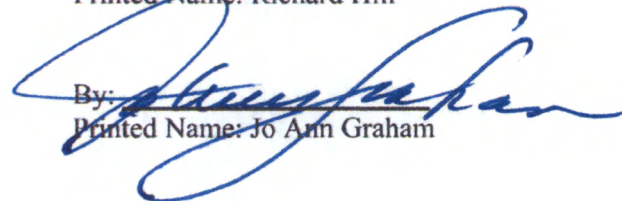
By: 
Printed Name: Jo Ann Graham

Exhibit "A"**Description of Proposed Collin County Emergency Services District No.****Boundary Description****Description by meets and bounds for Collin County Emergency Service District #1**

Collin County Emergency Service District #1 (CCESD No. 1) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

THENCE, along the northern boundary line of said County to the Northeast corner of said county;

THENCE, along the eastern boundary line of said County to its Southeast corner;

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

Exhibit A-1
Map of Proposed
Collin County Emergency Services District No. 1 (in blue)





Wylie City Council

AGENDA REPORT

Department: Fire
Prepared By: Fire- Brandon Blythe

Account Code: _____

Subject

Consider, and act upon, the approval of an Assignment and Assumption of Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. in favor of Collin County Water Control and Improvement District No. 3 and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

This item involves the reassignment of the Inspiration Fire Protection Agreement from Inspiration Residential Association to the Collin County Water Control and Improvement District No. 3 as requested by Inspiration.

ASSIGNMENT AND ASSUMPTION OF FIRE PROTECTION AGREEMENT

This Assignment and Assumption of Fire Protection Agreement (this "Assignment") is entered into by INSPIRATION RESIDENTIAL ASSOCIATION, INC., a Texas non-profit corporation ("Assignor") in favor of COLLIN COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3, a political subdivision of the State of Texas, operating under the provisions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended ("Assignee"), to be effective as of the Effective Date (hereinafter defined).

W I T N E S S E T H

WHEREAS, Assignor is a party to that certain Fire Protection Agreement, dated June 18, 2021, by and between Assignor and the City of Wylie, Texas (the "Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Agreement and Assignee desires to accept such assignment and assume all of Assignor's duties and obligations under the Agreement, subject to the conditions contained in Section 2 herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged and confessed, it is agreed as follows:

1. Assignment and Assumption. Assignor, pursuant to Article XI of the Agreement, hereby assigns to Assignee all of Assignor's obligations, right, title and interest in and to the Agreement. Assignee hereby assumes the obligations, right, title and interest of Assignor under the Agreement.

2. Conditions on Assignment. Assignor and Assignee hereby agree that this Assignment is expressly conditioned on (i) approval by the Texas Commission on Environmental Quality (the "TCEQ") of a Fire Plan submitted to the TCEQ by the District, and (ii) the District holding a fire protection plan election (the "Election") and obtaining voter approval of the Fire Plan and the Agreement (collectively, the "Assignment Conditions"). The Parties further agree that if the Assignment Conditions are not met, this Assignment will be automatically void and of no further force and effect.

3. Consent of City. By execution hereof, the City hereby provides written consent to this Assignment, pursuant to Article XI of the Agreement.

4. Effective Date. The Parties agree that this Assignment will become effective upon the satisfaction of the Assignment Conditions (the "Effective Date").

5. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Executed to be effective as of the Effective Date.

ASSIGNOR:

**INSPIRATION RESIDENTIAL
ASSOCIATION, INC.,
a Texas non-profit corporation**


By: Terry Bascher

Name: Terry Bascher

Title: President of Board of Directors

ASSIGNEE:

COLLIN COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3

By: 
Name: Tommy THOMAS
Title: PRESIDENT

**ACKNOWLEDGED AND
CONSENTED TO BY:**

CITY OF WYLIE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT "A"

The Agreement

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement ("Agreement") is made by and between **Inspiration Residential Association, Inc.**, a Texas nonprofit corporation ("Association"), and the **City of Wylie, Texas**, a home-rule municipality ("Wylie"). The Association and Wylie are sometimes referred to collectively as the "parties" or individually as a "party."

RECITALS

WHEREAS, the Association was formed to further the interests of the owners of the real property located within the planned development community located in Collin County, Texas commonly known as "Inspiration," the Community (hereinafter defined); and

WHEREAS, the Community is located in close proximity to Wylie, outside of the corporate limits of Wylie; and

WHEREAS, pursuant to the Charter, each person who owns a Unit (hereinafter defined) within the Community is a member of the Association and must pay certain assessments to the Association; and

WHEREAS, the District (hereinafter defined) provides certain services and facilities, including water supply and distribution services and facilities, to the Community; and

WHEREAS, Wylie is engaged in providing Fire Protection Services (hereinafter defined) and Emergency Medical Services (hereinafter defined) for the benefit of the citizens of Wylie; and

WHEREAS, pursuant to the Charter, the Association is authorized to contract with and pay Wylie to provide Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the Association and Wylie entered into that certain Fire Protection Agreement dated August 15, 2016 (the "2016 Agreement"), whereby Wylie agreed to provide, and the Association agreed to pay for, Fire Protection Services and Emergency Medical Services within the Community; and

WHEREAS, the parties desire to terminate the 2016 Agreement and reach a new agreement for Fire Protection Services and Emergency Medical Services on different terms and conditions than set forth in the 2016 Agreement; and

WHEREAS, the Association continues to desire to obtain Fire Protection Services and Emergency Medical Services from Wylie for the benefit of the Association; and

WHEREAS, the provision of Fire Protection Services and Emergency Medical Services by Wylie is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

Fire Protection Agreement

Page 1 of 17

3341972



Wylie City Council

AGENDA REPORT

Department: Purchasing
Prepared By: Christopher Rodriguez

Account Code: _____

Subject

Consider, and act upon, the recommendation to reject all bids for W2025-87 Stone Road Maintenance Activities.

Recommendation

Motion to approve the Item as presented.

Discussion

The City of Wylie issued a competitive sealed bid for the Stone Road Maintenance Activities, with public advertisement placed in the local newspaper to ensure transparency and open competition. Two bids were received in response to the solicitation.

Upon review, one bid was deemed nonresponsive for failing to include a required disclaimer related to modifications of the bid schedule, as stipulated in the solicitation documents. The second bid, exceeded the City's expectations coming in at more than 7.25% above the allocated project budget.

Staff recommends that the City of Wylie City Council reject all bids in accordance with Local Government Code 252.043.f.



Wylie City Council

AGENDA REPORT

Department: Finance

Prepared By: Melissa Brown

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2025-18 amending Ordinance No. 2024-25, which established the fiscal year 2024-2025 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached in Exhibit A for the requested items which are located within the General Fund, Utility Fund, Parks A & I Fund, Hotel Occupancy Tax Fund and Fire Development Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases or expenditure increases.

General Fund salary and benefits savings from the first half of the fiscal year are included in the amendment in the amount of \$101,928 and Utility Fund salary and benefits savings in the amount of \$189,828. The 4B Sales Tax Fund salary budget adjustment was neutral.

Also included in the budget amendment is the proposed pay plan adjustments for Public Safety. These adjustments are \$52,781 lower than the amount included in the FY 2025 budget.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2024-25, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2024-2025; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council heretofore adopted Ordinance No. 2024-25 setting forth the Budget for Fiscal Year 2024-2025 beginning October 1, 2024, and ending September 30, 2025; and,

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; see Exhibit A; and,

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article VII, Section 4 of the City Charter, as well as State law; and,

WHEREAS, the City Council has determined that the proposed amendments to the FY 2024-2025 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION I: The proposed amendments to the FY 2024-2025 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2025-18, are completely adopted and approved as amendments to the said FY 2024-2025 Budget.

SECTION II: All portions of the existing FY 2024-2025 Budget and Ordinance No. 2024-25, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION III: Should any paragraph, sentence, sub-division, 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 or parts as declared to be invalid, illegal, or unconstitutional.

SECTION IV: 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 V: That all other ordinances and code provisions in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other provisions of the Wylie City Code not in conflict herewith shall remain in full force and effect.

SECTION VI: The repeal of any ordinance, or parts thereof, by the enactment of the Ordinance, shall not be construed as abandoning any action now pending under or by virtue of such ordinance; nor shall it have the effect of discontinuing, abating, modifying or altering any penalty accruing or to accrue,

nor as affecting any rights of the municipality under any section or provision 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 22nd day of April 2025.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

FY 2025 Mid Year Adjustments Salary & Benefits Savings

Exhibit A

FY 2025 General Fund Budget Adjustments

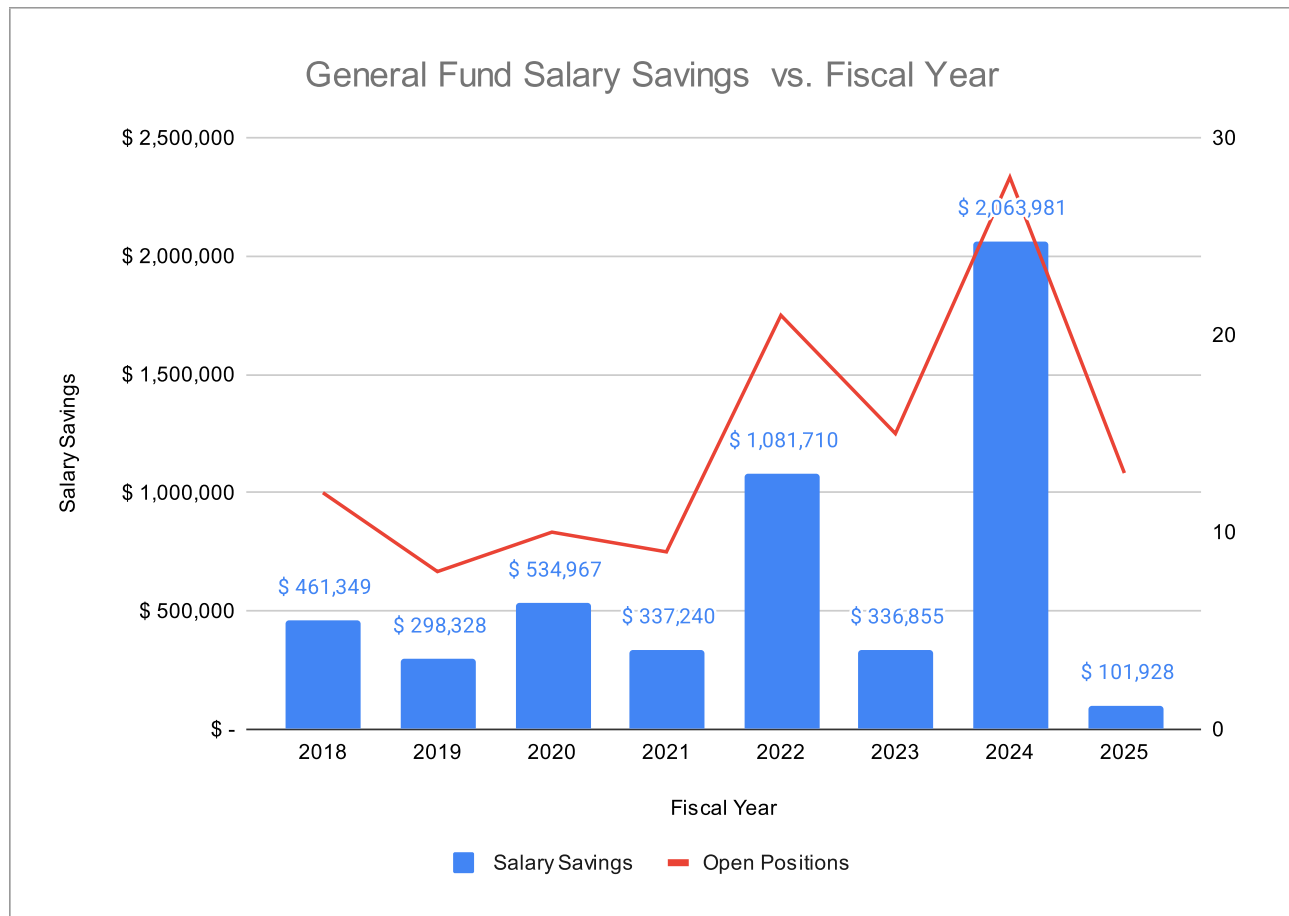
City Council	\$	(11,312)	
City Manager	\$	5,981	
City Secretary	\$	(3,562)	Insurance
Finance	\$	8,971	Insurance
Facilities	\$	8,121	
Municipal Court	\$	5,771	
Human Resources	\$	(6,913)	
Purchasing	\$	6,226	Turnover
Information Technology	\$	(208)	
Police	\$	81,404	Insurance
Fire	\$	(165,697)	Insurance/Workers Comp
Emergency Communications	\$	45,675	Open Position
Animal Control	\$	1,932	
EMS	\$	(28,562)	Over Budget
Planning	\$	(3,291)	
Building Inspections	\$	27,985	Open Position/Insurance
Code Enforcement	\$	(174)	
Streets	\$	126,413	Turnover
Parks	\$	(7,067)	Turnover
Library	\$	10,234	Insurance
	\$	101,928	

FY 2025 Utility Fund Budget Adjustments

Utility Fund Admin	\$	(5,159)	
Water	\$	114,570	Position moved to Wastewater/Turnover
Wastewater	\$	(29,795)	Position moved from Water
Engineering	\$	84,069	Open Position
Customer Service	\$	26,143	Turnover/Insurance
	\$	189,828	

FY 2025 4B Sales Tax Fund Budget Adjustments

Brown House	\$	(188.35)	
Community Park Center	\$	255.64	
4B Parks	\$	36,520.52	Turnover/Insurance Changes
Recreation Center	\$	(36,587.81)	Merit/Part Time was budgeted short
	\$	-	



Fiscal Year	Salary Savings	Open Positions
2018	\$ 461,349	12
2019	\$ 298,328	8
2020	\$ 534,967	10
2021	\$ 337,240	9
2022	\$ 1,081,710	21
2023	\$ 336,855	15
2024	\$ 2,063,981	28
2025	\$ 101,928	13

Open position numbers are current positions - salary savings account for how long positions are open and salary of open positions.

City of Wylie
FY 2025 Mid-Year Adjustments

Fund/Account	Account Description	Mid-Year Description	Amount	Additional Description
100-4000-48410	Miscellaneous Income	Ballistic Vest Reimbursement Allocation	(18,813.00)	
100-4000-48410	Miscellaneous Income	LEOSE Reimbursement	(5,324.00)	
100-4000-43513	Police Grants	LEOSE Reimbursement	(6,522.00)	
100-4000-48440	Contributions/Donations	Catholic Foundation Donation	(5,779.00)	
100-5113-56070	Elections	Charter Amendment Election	10,000.00	
100-5114-56530	Court & Legal Costs	Increase Legal Fees	150,000.00	
100-5211-56210	Travel & Training	LEOSE Reimbursement	6,522.00	Funded From Comptroller
100-5211-52710	Wearing Apparel and Uniforms	Ballistic Vest Reimbursement Allocation	11,563.00	Funded from Ballistic Vest Reimbursement
100-5211-52130	Tools & Equipment	Taser Annual Agreement Payment	65,990.00	
100-5211-54510	Motor Vehicle Maintenance	Replacement Brakes and Rotors	34,000.00	
100-5251-52130	Tools & Equipment	Cattery Tools	2,088.00	Funded from Pet Data Licensing and Contributions
100-5241-56210	Travel & Training	LEOSE Reimbursement	5,324.00	Funded From Comptroller
100-5411-58240	Street Lights	Installation of School Zone Lights at New Elementary	75,000.00	
100-5511-56630	Utilities Water	Increased Water Usage due to Dog Park, Splash Pads and Founders Park	190,000.00	
100-5551-52130	Tools & Equipment	Enhance Library Services	5,779.00	Funded From Donation
100-5181-56612	Street Lighting	Increased Cost of New Signaled Intersections in City Contr	25,000.00	
TOTAL GENERAL FUND			544,828.00	
611-5712-54310	Utility Plant - Water	Nortex Pump Station Repairs	150,000.00	
611-5715-56040	Special Services	Johnson Controls Annual Measure Verification Payment	102,040.00	
611-5719-56630	Utilities Water (Services)	NTXMWD water minimum payment	170,000.00	
TOTAL UTILITY FUND			422,040.00	
121-5621-58150	Land Betterments	Maxwell Creek Trail Connection	75,000.00	
TOTAL PARKS A & I FUND			75,000.00	
133-5643-56040	Special Services	Increase Contract Fee for Public Safety Consultant	10,000.00	
TOTAL FIRE DEVELOPMENT FUND			10,000.00	
161-5651-56040	Special Services	The Wall That Heals Event	35,000.00	
TOTAL HOTEL OCCUPANCY FUND			35,000.00	

GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2024-2025	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	MID YEAR PAY PLAN ADJ	AMENDED FY 2024-2025
BEGINNING FUND BALANCE	\$26,234,619				\$26,234,619
REVENUES:					
Ad Valorem Taxes	35,230,839				35,230,839
Sales Taxes	10,063,234				10,063,234
Franchise Fees	2,955,800				2,955,800
Licenses & Permits	1,046,000				1,046,000
Intergovernmental Revenues	5,115,307		6,522		5,121,829
Service Fees	6,459,688				6,459,688
Fines and Forfeitures	350,750				350,750
Interest & Miscellaneous	1,760,500		29,916		1,790,416
Total Revenues	62,982,118		36,438		63,018,556
OTHER FINANCING SOURCES:					
Transfers from Other Funds/Other Financing Sources	2,740,520		0		2,740,520
Use of Fund Balance for Carry-Forward Items	1,980,558				1,980,558
Total Other Financing Sources	4,721,078		0		4,721,078
Total Revenues & Other Financing Sources	67,703,196	0	36,438		67,739,634
EXPENDITURES:					
General Government					
City Council	83,047	(11,312)			94,359
City Manager	1,478,935	5,981			1,472,954
City Secretary	492,073	(3,562)	10,000		505,635
City Attorney	170,000	0	150,000		320,000
Finance	1,533,755	8,971			1,524,784
Facilities	1,469,650	8,121			1,461,529
Municipal Court	730,105	5,771			724,334
Human Resources	991,749	(6,913)			998,662
Purchasing	371,253	6,226			365,027
Information Technology	2,504,890	(208)			2,505,098
Public Safety					
Police	17,252,636	81,404	118,075	223,265	17,512,573
Fire	14,311,133	(165,697)		232,371	14,709,201
Emergency Communications	4,522,090	45,675	5,324		4,481,739
Animal Control	1,763,367	1,932	2,088		1,763,523
Emergency Medical Services	3,792,119	(28,562)			3,820,681
Development Services					
Planning	442,024	(3,291)			445,315
Building Inspections	604,314	27,985			576,329
Code Enforcement	454,874	(174)			455,048
Streets	5,929,687	126,413	75,000		5,878,274
Community Services					
Parks	2,401,336	(7,067)	190,000		2,598,403
Library	2,801,426	10,234	5,779		2,796,971
Combined Services	6,381,546	0	25,000	(508,418)	5,898,128
Total Expenditures	70,482,009	101,928	581,266	-52,781	70,908,566
Transfers to Other Funds/Other Financing	0		0		0
ENDING FUND BALANCE	\$23,455,806	101,928	544,828	-52,781	\$23,065,687

UTILITY FUND

STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2024-2025	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED FY 2024-2025
BEGINNING FUND BALANCE	\$33,789,399			\$33,789,399
REVENUES:				
Service Fees	30,792,578			30,792,578
Interest & Miscellaneous	920,000			920,000
Total Revenues	31,712,578		0	31,712,578
OTHER FINANCING SOURCES:				
Transfers from Other Funds/Other Financing Sources	0			0
Use of Fund Balance for Carry-Forward Items	341,718			341,718
Total Other Financing Sources	341,718		0	341,718
Total Revenues & Other Financing Sources	32,054,296	0	0	32,054,296
EXPENDITURES:				
Utility Administration	667,367	\$ (5,159)		672,526
Utilities - Water	5,461,370	\$ 114,570	150,000	5,496,800
City Engineer	1,212,719	\$ 84,069		1,128,650
Utilities - Wastewater	2,541,285	\$ (29,795)		2,571,080
Customer Service	1,925,816	\$ 26,143	102,040	2,001,713
Combined Services	18,352,706	0	170,000	18,522,706
Total Expenditures	30,161,263	189,828	422,040	30,393,475
Transfers to Other Funds/Other Financing	2,719,410			2,719,410
ENDING FUND BALANCE	\$32,963,022	189,828	422,040	\$32,730,810

4B SALES TAX FUND STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2024-2025	PROJECTED PERSONNEL SAVINGS	OTHER AMENDMENTS	AMENDED FY 2024-2025
BEGINNING FUND BALANCE	\$4,904,291			\$4,904,291
REVENUES:				
Sales Tax	4,990,217			4,990,217
Service Fees	945,000			945,000
Interest & Miscellaneous	279,275			279,275
Total Revenues	6,214,492		0	6,214,492
OTHER FINANCING SOURCES:				
Transfers from Other Funds/Other Financing Sources	0			0
Use of Fund Balance for Carry-Forward Items	489,496			489,496
Total Other Financing Sources	489,496		0	489,496
Total Revenues & Other Financing Sources	6,703,988	0	0	6,703,988
EXPENDITURES:				
Brown House	495,070	\$ (188)		495,258
Senior Center	894,513	\$ 256		894,257
4B Parks	4,675,195	\$ 36,521		4,638,674
Recreation Center	2,780,568	\$ (36,588)		2,817,156
Stonehaven House	121,000	0		121,000
Combined Services	0			0
Total Expenditures	8,966,346	0	0	8,966,346
Transfers to Other Funds/Other Financing	390,775			390,775
ENDING FUND BALANCE	\$2,251,158	0	0	\$2,251,158

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	REQUEST: CHARTER ELECTION	DEPARTMENT: CITY SECRETARY
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New Request:	No	New personnel?	No	Salary Grade:	
Funds already expensed?	Yes	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The purpose of this request is to cover the overage for election costs as a result of the May 3, 2025 Special Election for the Charter Amendments propositions.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5113	56070	Elections	\$ 10,000
TOTAL				\$ 10,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	1	REQUEST: INCREASE LEGAL FEES	DEPARTMENT: CITY ATTORNEY
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New Request:	No	New personnel?	No	Salary Grade:	
Funds already expensed?	No	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
Legal fees are higher than expected.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5114	56530	Court & Legal Costs	\$ 150,000
TOTAL				\$ 150,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	4	REQUEST:	BALLISTIC VEST REIMBURSEMENT	DEPARTMENT:	POLICE
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New Request:	NO	New personnel?	NO	Salary Grade:	N/A
Funds already expensed?		Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
Allocation of funds to the Wylie Police Department Wearing Apparel & Uniform account as reimbursement for the purchase of ballistic vests through the Ballistic Vest Program. \$7,521 is reimbursement from money that was spent in 2024.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52710	Ballistic Vest Reimbursement Allocation	\$ 11,563
100	4000	48410	Reimbursement for purchased ballistic vests	\$ (18,813)
TOTAL				\$ (7,251)

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	2	OF	4	REQUEST:	LEOSE FUNDS	DEPARTMENT:	POLICE
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New Request: YES New personnel? NO Salary Grade: N/A

Funds already expended? NO Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:

Reallocation of reimbursed funds to the Travel & Training Accounts for Wylie Fire & Rescue Telecommunicator for an annual allocation payment from Law Enforcement Officer Standards and Education. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code, which includes telecommunicators. By law the funds must be used for the continuing education of persons licensed under Chapter 1701, Occupations Code. The total funds allocated are \$11,846.51

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	56210	Reimbursement check from LEOSE	\$ 6,522
100	5241	56210	Reimbursement Direct Deposit from LEOSE	\$ 5,324
100	4000	48410	LEOSE Allocation Emergency Communications	\$ (5,324)
100	4000	43513	LEOSE Allocation Police	\$ (6,522)
TOTAL				\$ -

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	3	OF	4	REQUEST:	TASERS	DEPARTMENT:	POLICE
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New Request:	Yes	New personnel?	NO	Salary Grade:	N/A
Funds already expensed?	Yes	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The five-year Taser contract was approved in the FY2024 budget, which includes annual payments. However, the Police Department neglected to include this expense in their FY2025 base budget, resulting in a substantial reduction to the Tools & Equipment account. The PD is now requesting that these funds be reallocated to the Tools & Equipment account to ensure the purchase of other budgeted items.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	52130	Taser Annual Agreement Payment	\$ 65,990
TOTAL				\$ 65,990

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	4	OF	4	REQUEST:	BRAKES	DEPARTMENT:	POLICE
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New Request: YES New personnel? NO Salary Grade: N/A

Funds already expended? NO Change grade of current personnel? From: To:

PURPOSE/OBJECTIVE OF REQUEST:

The Police Department is requesting funding to address an ongoing issue with the brakes and rotors on police vehicles. For the past few years, Chevy has experienced problems with squealing brakes, which have raised both officer safety concerns and caused embarrassment for officers. Until now, there has been no viable solution. Any modifications made with parts not approved by Chevy would have voided the vehicle's warranty and pursuit rating. However, Chevy has now presented a new option that seems to resolve the issue.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5211	54510	Replacement Brakes and Rotors	\$ 34,000
TOTAL				\$ 34,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	1	REQUEST:	Transfer of Donated Funds	DEPARTMENT:	Animal Services
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New Request:	Yes	New personnel?	NO	Salary Grade:	
Funds already expensed?	Yes	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
Monetary donations were received from citizens and local business through individual donations or Pet Data Licensing. The donations are being requested for deposit into the Animal Control Tools & Equipment Account for cattery tools.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5251	52130	Tools & Equipment	\$ 2,088
TOTAL				\$ 2,088

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	2	OF	2	REQUEST: SCHOOL ZONE LIGHTS AT NEW SCHOOL	DEPARTMENT: STREETS
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New Request:		New personnel?		Salary Grade:	
Funds already expensed?	No	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The purpose of this request is to secure funding for the installation of school zone lights and Rectangular Flashing Beacons (RFFBs) at the new elementary school on Brown Street. The school zone will be established on roadways surrounding the school. This school will be open for the 2025-2026 school year.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5411	58240	STREET LIGHTS	\$ 75,000
TOTAL				\$ 75,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	2	REQUEST:	INCREASE ELECTRIC FOR SIGNALS	DEPARTMENT:	COMBINED SERVICES
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New Request:		New personnel?		Salary Grade:	
Funds already expensed?	Partial	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
Cover electric increases. In the fourth quarter of FY23-24 TxDOT relinquished signaled intersections electric meters to the city. This ammendment is to cover the increase in cost for the year.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5181	56612	STREET LIGHTING	\$ 25,000
TOTAL				\$ 25,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	2	REQUEST:	WATER INCREASE	DEPARTMENT:	GF PARKS
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New Request:	Yes	New personnel?	Salary Grade:	
Funds already expensed?	No	Change grade of current personnel?	From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The Parks and Recreation Department is requesting an amendment to the General Fund water budget in the amount of \$190,000.00. This adjustment is necessary due to increased use. Recent developments, such as splash pads, dog park, and field renovations at Founders Park, have resulted in greater water usage.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5511	56630	Utilities Water	\$ 190,000
TOTAL				\$ 190,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	2	REQUEST: CATHOLIC FOUNDATION DONATION	DEPARTMENT: LIBRARY
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New Request:	Yes	New personnel?	No	Salary Grade:	
Funds already expensed?	Yes	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The library receives a donation from the Catholic Foundation setup through Rita and Truett Smith estate. It is used to enhance library service.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	48440	Catholic Fund Donation	\$ (5,779)
100	5551	52130	Tools & Equipment	\$ 5,779
TOTAL				\$ -

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	REQUEST:	NORTEX PUMP STATION REPAIRS	DEPARTMENT:	WATER
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New Request:		New personnel?		Salary Grade:	
Funds already expended?	No	Change grade of current personnel?		From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
The water division has had discharge pumps two and three pulled for inspection and rebuilding at Nortex Pump Station. Upon an ultrasonic thickness test of the pump sleeve, the results showed multiple spots where the steel sleeve was deteriorating. It is recommended that these steel sleeves should be lined with an NSF61 epoxy to stop future deterioration. This request is to line pumps two and three pump sleeves at the Nortex pump station.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5712	54310	UTILITY PLANT - WATER	\$ 150,000
TOTAL				\$ 150,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT**FISCAL YEAR 2025****RANK****1****OF****1****REQUEST:****JOHNSON CONTROLS PAYMENT****DEPARTMENT:****CUSTOMER SERVICE**

New Request: YES

New personnel?

Salary Grade: _____

Funds already expensed? YES

Change grade of current
personnel?

From:

To:

PURPOSE/OBJECTIVE OF REQUEST:

Johnson Controls Annual Measure Verification Payment. This payment was in the contract, but missed in the budget.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5715	56040	Special Services	\$ 102,040
TOTAL				\$ 102,040

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	1	REQUEST:	NTXMWD WATER MINIMUM	DEPARTMENT:	UF COMBINED SERVICES
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New Request:	YES	New personnel?	Salary Grade:	
Funds already expensed?	YES	Change grade of current personnel?	From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
An additional \$170,000 is needed to cover the NTXMWD water minimum payment.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	5719	56630	Utilities Water (Services)	\$ 170,000
TOTAL				\$ 170,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	2	OF	2	REQUEST:	WYLIE-MURPHY MAXWELL CREEK TRAIL CONNECTION	DEPARTMENT:	PARKS A&I
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New Request:	Yes	New personnel?	Salary Grade:	
Funds already expended?	No	Change grade of current personnel?	From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
In December of 2024 The City of Wylie entered into an ILA with the City of Murphy for the construction of a trail connection that will link the City of Wylie to the Maxwell Creek trail and extend to Breckenridge Park in Richardson, TX. The City of Wylie will be responsible for extending the trail across McCreary Road and connecting it to the 12-foot-wide regional trail running through the Woodbridge Development on the east side of McCreary Road. This budget amendment will cover the necessary concrete work, striping, and lighted crosswalk on McCreary Road.

ACCOUNT NO.			DESCRIPTION	AMOUNT
121	5621	58150	Land Betterments	\$ 75,000
TOTAL				\$ 75,000

ADDITIONAL COMMENTS:

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	1	REQUEST:	Fire Development Fund - CPSM Study	DEPARTMENT:	Development Fund (133)
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New Request:	No	New personnel?	No	Salary Grade:	N/A		
Funds already expensed?	No	Change grade of current personnel?	No	From:	N/A	To:	N/A

PURPOSE/OBJECTIVE OF REQUEST:

We are requesting a mid-year budget adjustment to increase the previously allocated funding for hiring a public safety consultant. This consultant will conduct a comprehensive evaluation of our organization to ensure we are optimally positioned to serve the citizens of Wylie. Additionally, the consultant's final report will include a Standards of Coverage document, which will be instrumental in future ISO evaluations.

The need for this budget adjustment is driven by two key factors. First, while this initiative has been budgeted for several years, our department has since expanded with the addition of a new fire station and the EMS division, necessitating a broader scope of evaluation. Second, we will now be including the 911 Communications Division in the study, further increasing the project's scope and associated costs.

ACCOUNT NO.			DESCRIPTION	AMOUNT
133	5643	56040	Contract fee	\$ 10,000
TOTAL				\$ 10,000

ADDITIONAL COMMENTS:

The above Standards of Cover/Service Level analyses components are staples in our Fire and EMS operational and strategic planning analysis projects, and link directly to operational staffing, apparatus deployment, and organizational issues and challenges. Currently, we have \$55,000 allocated in the budget.

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2025

RANK	1	OF	1	REQUEST:	THE WALL THAT HEALS	DEPARTMENT:	HOTEL OCCUPANCY
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New Request:	Yes	New personnel?	Salary Grade:	
Funds already expended?	No	Change grade of current personnel?	From:	To:

PURPOSE/OBJECTIVE OF REQUEST:
Funds are needed for preparation of The Wall That Heals event area and other infrastructure needs.

ACCOUNT NO.			DESCRIPTION	AMOUNT
161	5651	56040	Special Services	\$ 35,000
TOTAL				\$ 35,000

ADDITIONAL COMMENTS:



Wylie City Council

AGENDA REPORT

Department: Public Works
Prepared By: Tommy Weir

Account Code: _____

Subject

Wylie Public Works update and Five-Year Plan.

Recommendation

Discussion.

Discussion

Provide City Council with an overview of the department and proposal of Five-Year Plan.

PUBLIC WORKS: 5 Year Plan



5 DIVISIONS:

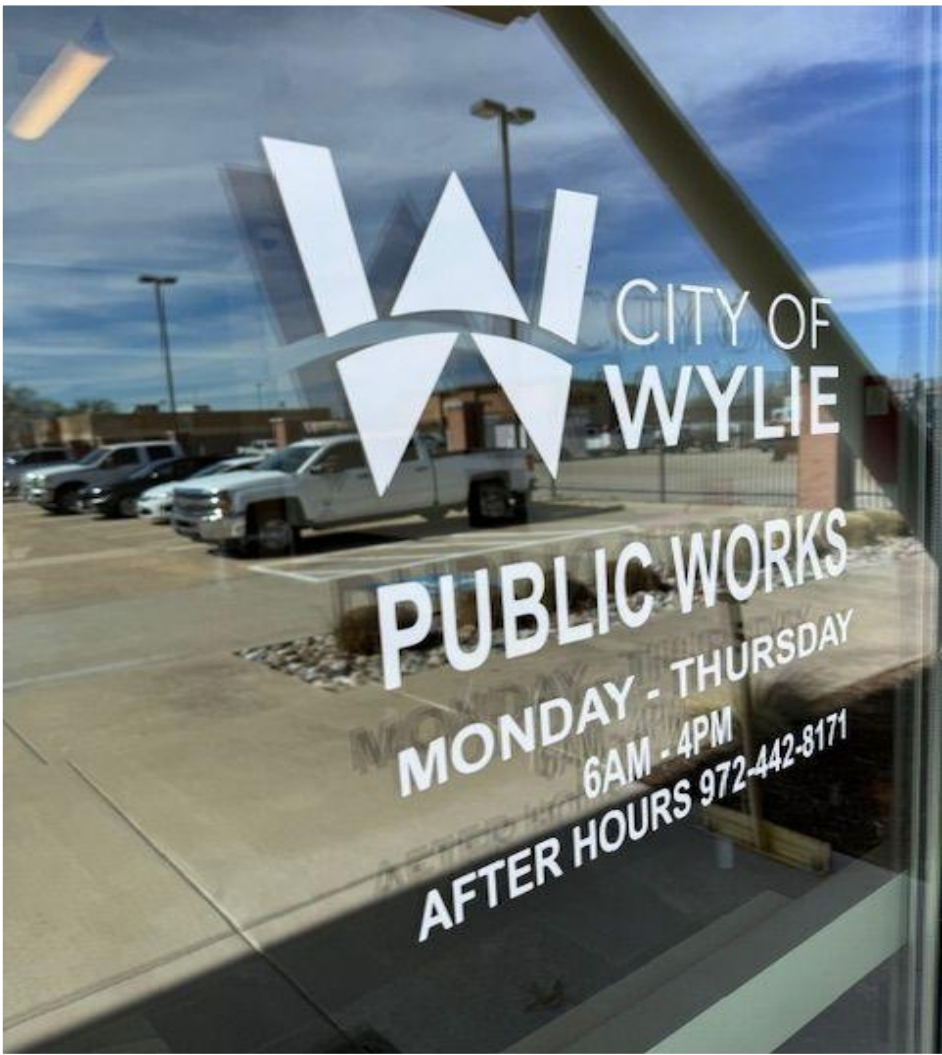
Administration

Streets Division

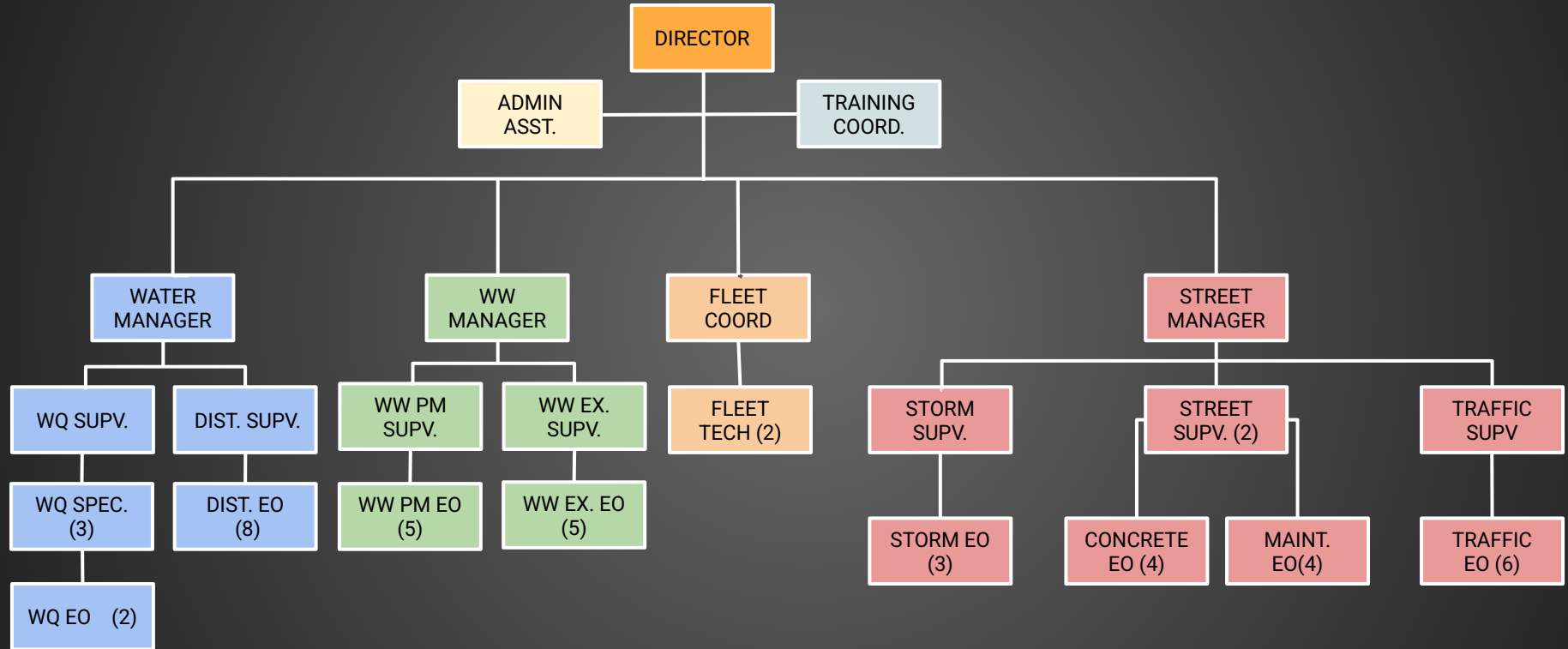
Fleet Services Division

Water Division

Wastewater Division



Public Works Org Chart



BY THE NUMBERS

ADMIN	2023	2024
Resident Calls	1699	1880
Requests	822	578
Registrations	148 / 20	211 / 33

FLEET	2023	2024
Oil Changes	388	376
Tire Replacement	186	134
Tire Repairs	47	39
Brakes	65	42
Service Requests	725/ 229 In-House	791/ 510 In-House

WATER	2023	2024
Water Mains (Miles)	190	191
Fire Hydrants	1,981	2,448
Service Connections	15,992	16,023
Daily Pumping (MGD)	5.7	5.4
Excavations	176	154

WASTEWATER	2023	2024
Sewer Main (Miles)	222	224
Sewer Connections	17,674	18,350
Sewer Lateral Repairs	37	26
Manhole Rehab/Repairs	17	16
Sewer Main Rehab	0	1,748ft

STREETS	2023	2024
Streets	304 mi	325 mi
Alleys	34 mi	34 mi
Storm Pipe	136 mi	141 mi
Open Drainage	65 mi	65 mi
Signals	26	26*
School Zone	90	90*

SIDEWALKS	FY22-23	FY23-24
City of Wylie	1,760 Ft	3,525 Ft
Outside Contractor	8,468 Ft	3,564 Ft

STREET ALLEY	FY22-23	FY23-24
Asphalt	2.93 mi	6.49 mi
Concrete	2.14 mi	2.42 mi

Strategic Focus Areas

- Personnel
 - New Positions
 - Proactive vs Reactive
- Fleet
 - Grading & Lifecycle
 - Replacement Scheduling
- Facilities
 - Utilization & Expansion Planning
- Infrastructure
 - Capital Improvement Projects
 - Stormwater Fee Implementation

Personnel

DIVISION/YEAR	2025-2026	2026-2027	2027-2028	2028-2029
STREETS	EOI	EOI	EOI	
STORMWATER			EOI	EOI/EOII
WATER	FLEET TECH	EOII (2)		

STREETS

- Establish concrete crew
 - 404 sidewalk requests (\$2.3Mil)
 - 168 roadway repairs (\$7.2Mil)

STORMWATER

- Establish Stormwater maintenance crew
 - Street sweeping
 - Drainage/ culvert maintenance

WATER

- Additional Fleet Tech
 - City Fleet continues to grow
 - 150+ vehicles
 - 24 pieces of equipment
 - 17 trailers
- EOII (2)
 - Add leads to crew
 - Valve/ fire hydrant
 - Hydro excavation

Fleet: Replacement Criteria

Age

- 1 point for every year of chronological age

Miles

- 1 point for every 20,000 miles

Hours

- 1 point for every 750 hours

Repair Costs

- 1 point for every \$10K

Overall Condition

- 1-5 scale (5 being the worst)

Reliability

- 1 point for every 5 service requests

Point Range Condition

- Excellent (1-20)
- Good (21-30)
- Qualifies for replacement (31-40)
- Immediate consideration (41 and above)

Equipment Replacements/ New Requests: Utility Fund

Request/Year	2026	2027	2028	2029	2030
(NEW)6YD Dump Truck (Dist)					
(NEW)1 Ton Utility Truck (Dist)					
(REPLACE 357)(2016)(2 Ton Utility)					
Mag Meters Pump Station (WQ)					
SCADA Upgrade (W/WW)					
(REPLACE 317)(2013)¾ Ton (WW)					
(NEW)1 Ton Utility Body (WW)					
(REPLACE M-914)(2012) Bobcat E50 (WW)					
(REPLACE 300)(2013) Isuzu Jet Truck (WW)					
(REPLACE 313)(2014) (Tri-Axle) (WW)					
(REPLACE M-899)(2014) JD Backhoe (WW)					

Equipment Replacements/ New Requests: General Fund

Request/Year	2026	2027	2028	2029	2030
(NEW) Inspection Van (Stormwater)					
(NEW)1 Ton Utility Truck (Stormwater)					
(NEW)Excavator & Trailer (Stormwater)					
(NEW)Vac Truck (Stormwater)					
(NEW)Chipper (Stormwater)					
(NEW)Street Sweeper (Stormwater)					
(NEW)Printer Street Signs (Traffic)					
(NEW)1 Ton Utility Truck (Traffic)					
(NEW)Thermal Striping System (Traffic)					
*School Zone Upgrades (Traffic)					
*Signal Upgrades(Opticom) (Traffic)					
Traffic Cabinet Standardization (Traffic)					

Request/Year	2026	2027	2028	2029	2030
(NEW) 1 Ton Mason Dump(Concrete)					
*(REPLACE 342)(2015)1/2 Ton (Concrete)					
(REPLACE)(2012) Rubber Tire Loader(All)					
(NEW)1 Ton Utility Truck (Concrete)					
(REPLACE 345)(2015) Tri-Axle(Concrete)					
(REPLACE)(3) Equipment Trailer (Maint)					
(NEW)6YD Dump Truck (Maint)					

New Requests: Stormwater

Municipal Separate Storm Sewer System (MS4)

(NEW) Inspection Van (Stormwater)
(NEW) 1 Ton Utility Truck (Stormwater)
(NEW) Excavator & Trailer (Stormwater)
(NEW) Vac Truck (Stormwater)
(NEW) Chipper (Stormwater)
(NEW) Street Sweeper (Stormwater)

- Maintain Regulatory Compliance
 - Governed by Texas Commission on Environmental Quality (TCEQ)
 - Level 3 Small MS4
- Stormwater Management Plan
 - Outlines Best Management Practices
- Public Works Role
 - Manages Stormwater infrastructure and addresses concerns related to stormwater pollution
- Annual Reporting and Monitoring
 - Submit to TCEQ detailing compliance with the permit

New Requests: Traffic Cabinet Standardization

Current Application
TS2



Future Application
ATC



New Requests: Traffic Cabinet Standardization

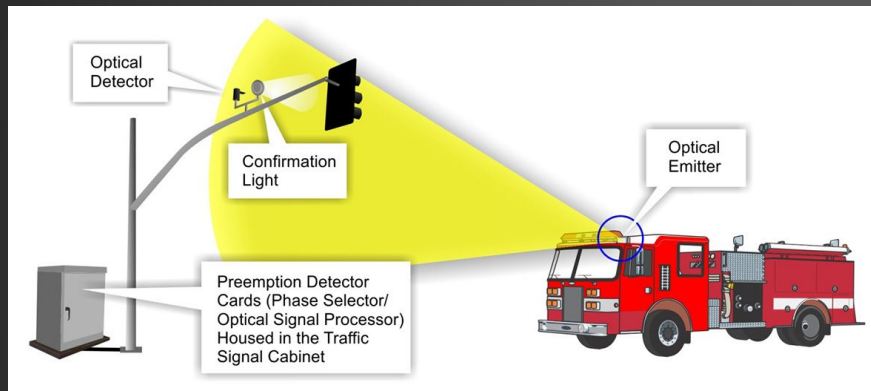
Future Application: ATC Cabinet



Benefits

- Employee Safety/Time Management
 - Operate at lower internal voltage
 - Built in diagnostics and remote monitoring
- Enhanced Communication & Connectivity
 - Supports advanced traffic management via real-time remote diagnostics
- Increased Flexibility & Efficiency
 - More inputs/outputs to handle more detectors signal phases, and pedestrian functions than the TS2
- Advanced Technology & Future-Proofing
 - Easier to upgrade with new technologies and future standards
 - Ethernet-Based Communication offers more reliable and faster data transmission TS2 (Legacy Serial Communication)

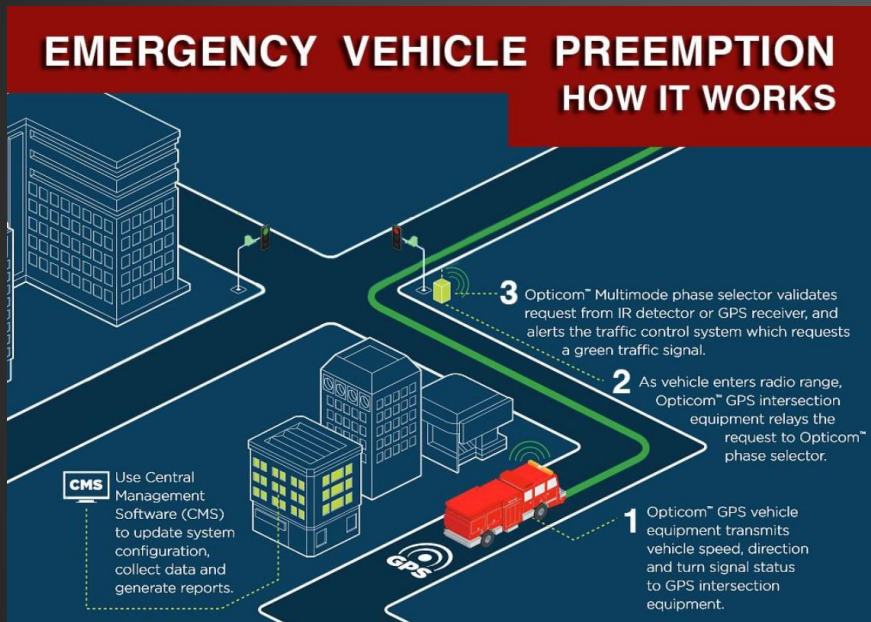
New Requests: Opticom Signal Upgrades



Current Application: Infrared Preemption system

- Line of Sight
 - Vehicles have Infrared Emitters
 - Line of Sight to Detector
- Limited Range
 - 1,500-2,000 feet
- Delayed or Missed Calls
 - Fog, heavy rain, or obstructions

New Requests: Opticom Signal Upgrades



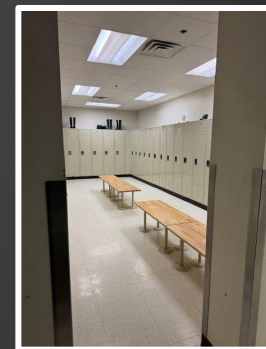
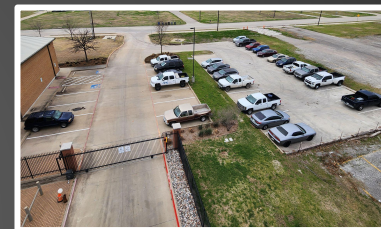
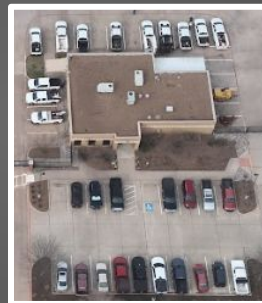
Future Application: GPS Preemption system

- GPS-Based Transmitters
 - Communicate speed, direction, and estimated arrival time
- Coverage Area
 - Much larger (up to a mile)
 - Works around corners
- Reliability
 - Intelligent preemption allowing better timing and control
 - Fewer delayed activations

Facilities: Utilization of Space

Public Works & Parks Complex

- Limited Parking
 - Public Works: 52 spaces for 57 employees
 - Parks: 18 spaces for 22 employees
- Limited Locker/Office Space
 - 40 lockers for 57 employees
 - No women's locker area
 - Lack of capacity for future growth



Facilities: Utilization of Space

Public Works & Parks Complex

- Develop Public Works/Parks Plan
 - FY24-25 Completion
- Add 10 Spaces to employee lot
 - FY25-26
- Building expansion
 - Future funding



Infrastructure: Capital Improvement Projects:

Water

FY2025

- Design (\$90,000)
 - Finish Dogwood Dr

FY2026

- Design (Est. \$250,000)
 - Hilltop Ln (Stone to E Butler)
 - Briarwood Dr

FY2027

- Construction (Est. \$3,000,000)
 - Dogwood Dr
 - Hilltop Ln (Stone to E Butler)
 - Briarwood Dr

FY2028

- Design (Est. \$400,000)
 - Pirate Dr (Ballard to Hilltop)
 - Duncan Way
 - 2nd St (Stone to Pirate)
 - Hilltop Ln (Stone to Pirate)
 - Thomas St

FY2029

- Construction (Est. \$4,000,000)
 - Pirate Dr (Ballard to Hilltop)
 - Duncan Way
 - 2nd St (Stone to Pirate)
 - Hilltop Ln (Stone to Pirate)
 - Thomas St

FY2030

- Design (Est. \$650,000)
 - 1st St
 - 3rd St
 - 4th St
 - Spence Dr
 - Liberty Dr
 - Douglas Dr.

Infrastructure: Capital Improvement Projects: Wastewater

FY2026

- Design (Est. \$1,100,000)
 - Rush Creek Lift Station
 - Rush Creek Sewer Line

FY2027

- Construction (Est. \$5,500,00)
 - Rush Creek Lift Station
 - Rush Creek Sewer Line

FY2028

- Construction (Est. \$5,500,00)
 - Rush Creek Lift Station
 - Rush Creek Sewer Line

FY2029

- Design (Est. \$400,000)
 - 1st St
 - 3rd St
 - 4th St
 - 5th St

FY2030

- Construction (Est. \$4,000,000)
 - 1st St
 - 3rd St
 - 4th St
 - 5th St
- Design (Est. \$300,000)
 - Spence Dr
 - Liberty Dr
 - Douglas Dr

Infrastructure: Capital Improvement Projects: Street/ Sidewalks/ Signs/ Pavement Markings

FY2025

- Fugro Inc.
 - Finish Pavement Condition Index of street network
 - Develop scoring 0-100 per segment
 - Create 5-year and 10-year pavement rehabilitation plan

FY2026

- Fugro Inc.
 - Collect sidewalk data
 - Sidewalk/curb condition, drive approach
 - Collect sign data
 - Create inventory of signs

FY2027-FY2030

- Street / Alley
 - Goals
 - Prioritize repairs
 - Data-driven planning
 - Extend pavement life
- Sidewalks/ Curb & Gutter
 - Goals
 - Safety & connectivity
 - Maintenance planning
 - Create GIS sidewalk network
- Street Signs / Pavement Markings
 - Goals
 - Regulatory compliance
 - Asset management
 - Maintenance cycles

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Infrastructure: Stormwater Fee

Purpose:

Dedicated funding mechanism used by cities to maintain and improve stormwater infrastructure. Based on the principle that properties with more impervious surface area contribute more runoff.



Benefits

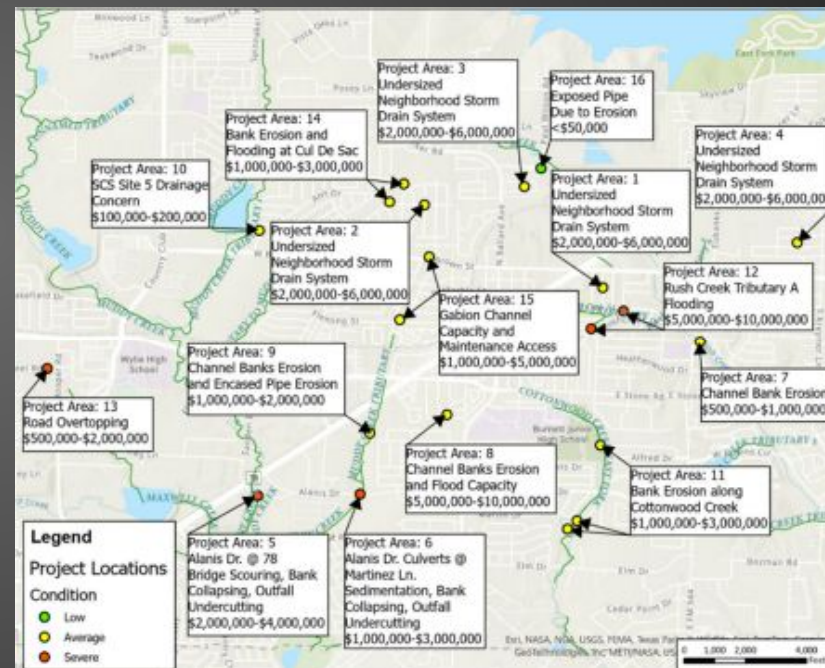
- **Dedicated & Predictable Funding**
 - Ensures a stable and reliable source for maintenance and improvements
- **Flood Prevention**
 - Supports cleaning and repair of our drainage network
- **Public Safety**
 - Reduces washouts, ponding, infrastructure failures



Infrastructure: Stormwater Fee

Conditions

- Identified approximately \$67.5 Mil in projects
 - Cleaning ditches, pipe replacement, culvert reconstruction
- Rates
 - Residential \$4-\$8/month
 - Commercial \$5/ERU (Equivalent Residential Unit)/month
 - Ability to generate \$1.0 Mil annually



Questions?