

Wylie City Council Regular Meeting

September 09, 2025 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Wylie Animal Services Best Friends Animal Society Recognition.

PR2. Honoring WISD Superintendent Dr. David Vinson.

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 August 26, 2025 Regular City Council Meeting minutes.

B. Consider, and act upon, an agreement authorizing the appointment of Steve Feil as Associate Municipal Court Judge for the City of Wylie effective October 1, 2025, setting terms and stipend of service.

REGULAR AGENDA

1. Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Light Industrial (LI) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.601 acres to allow for a convenience store and fueling station. Property located at 2111 W. FM 544 (ZC 2025-08).

WORK SESSION

WS1. Discuss amendments to the College Park Planned Development (PD 2023-18).

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, 2023-11b, 2024-5a, 2024-5f, 2024-8d, 2024-9d, 2024-10c, 2024-12c, 2025-4a, 2025-4d, 2025-6d, 2025-9a, 2025-9b, 2025-9c, and 2025-9d.

Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

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

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

ES3. City Manager Quarterly Evaluation.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on September 3, 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 August 26, 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

August 26, 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 6:00 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Todd Pickens, Councilman Scott Williams, and Mayor *Pro Tem* Gino Mulliqi. Councilman Dave Strang and Councilman Sid Hoover were absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Finance Director Melissa Brown; Digital Media Specialist Kristina Kelly; City Secretary Stephanie Storm; Police Lieutenant Mark Johnson; Parks and Recreation Director Carmen Powlen; Operations Director James Brown; Public Works Director Tommy Weir; Library Director Ofilia Barrera; Community Services Director Jasen Haskins; Human Resources Director Jennifer Beck; Wylie Economic Development Corporation Executive Director Jason Greiner; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Councilman Williams led the Invocation, and Councilman Pickens led the Pledge of Allegiance.

PRESENTATIONS & RECOGNITIONS

PR1. National Payroll Week.

Mayor Porter presented a proclamation proclaiming September 1-5, 2025 as Payroll Week in Wylie, Texas. Members of the Human Resources Department and Dallas Chapter Payroll Association were present to receive the proclamation.

COMMENTS ON NON-AGENDA ITEMS

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

Bethany Sullivan was present, wishing to address the City Council regarding reading materials at the Library.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of August 12, 2025 Regular City Council Meeting minutes.**
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of July 31, 2025.**

- C. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for July 31, 2025.
- D. Consider, and place on file, the City of Wylie Monthly Investment Report for July 31, 2025.
- E. Consider, and act upon, Resolution No. 2025-16(R) of the City Council of Wylie, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC'S reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's Legal Counsel.
- F. Consider, and act upon, Resolution No. 2025-17(R) of the City Council of the City of Wylie, Texas, approving the Rockwall Central Appraisal District's proposed building addition to the property located at 841 Justin Road, Rockwall, TX.
- G. Consider, and act upon, purchase of five Computer-Aided Dispatch (CAD) Licenses from Integrated Computer Services in the estimated annual amount of \$116,011.25 and authorizing the City Manager to execute any necessary documents.
- H. Consider, and act upon, the approval of the agreement for roof replacements in the estimated amount of \$72,765 from D&G Roofing through a cooperative purchasing contract with Choice Partners and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, the approval of a contract with Stripe-A-Zone to restripe Country Club Road in the estimated amount of \$158,152.28 through an Interlocal Agreement with Grand Prairie and authorizing the City Manager to execute any and all necessary documents.
- J. Consider, and act upon, approval of the Cure Sanfilippo Foundation to hold the 4th Annual Do it for Declan 5K and Fun Run event at Founders Park on December 13, 2025.
- K. Consider, and act upon, approval of the Circle Ten, Pack 304 group to host the Back to Scouting Bash fundraiser event on September 27, 2025, at the Olde City Park.
- L. Consider, and act upon, approval of the Hope Bridge Pregnancy Resource Center to host the Walk for Life 5k/Walk fundraiser event on January 24, 2026, at Founders Park.
- M. Consider, and act upon, the employment agreement between the City of Wylie, Texas and Brent Parker, and authorize the Mayor to execute the agreement.

Council Action

A motion was made by Councilman Duke, seconded by Councilman Pickens, to approve the Consent Agenda as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

REGULAR AGENDA

- 1. **Tabled from 07-08-2025**
Remove from table and consider

Council Action

A motion was made by Councilman Williams, seconded by Councilman Duke, to remove Item 1 from the table and consider it. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Neighborhood Services (NS) to Community Retail – Special Use Permit (CR-SUP) on 1.056 acres to allow for a motor fueling station with a convenience store and drive-thru restaurant use. Property located at 1400 Country Club Road (ZC 2025-06).

Staff Comments

Community Services Director Haskins addressed the Council stating the applicant requested this item be retabled, and answered questions from Council.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 6:14 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:15 p.m.

Council Action

A motion was made by Councilman Pickens, seconded by Councilman Williams, to table Item 1 at the request of the applicant. A vote was taken and the motion passed 4-1 with Mayor *Pro Tem* Mulliqi voting against, and Councilmen Strang and Hoover absent.

2. **Consider, and act upon, authorizing the City Manager to sign a Development Agreement, pending Annexation, between the City of Wylie, Perry W. Kinnard and Lynda A. Kinnard ("Tract 3 Owners"), Michael T. Fasang ("Tract 4 Owner") and Wylie DVP Limited Partnership ("Developer"), for the continued development of a single family planned development generally located south of Sachse Road and Pleasant Valley Road.**

Applicant Comments

Claudio Segovia, representing Johnson Volk Consulting, addressed the Council, giving a brief presentation on the Proposed Annexation of the Dominion of Pleasant Valley and answering questions from the Council.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to approve Item 2 as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

3. **Consider, and act upon, authorizing the City Manager to sign an Annexation Services Agreement, pending Annexation, between the City of Wylie and Wylie DVP Limited Partnership ("Developer"), for the continued development of a single family planned development generally located south of Sachse Road and Pleasant Valley Road.**

Staff Comments

Community Services Director Haskins answered questions from Council.

Council Action

A motion was made by Councilman Duke, seconded by Mayor *Pro Tem* Mulliqi, to approve Item 3 as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

4. **Hold a Public Hearing, consider, and act upon, Ordinance No. 2025-31 authorizing the annexation of 4.024 acres of land out of the Guadalupe De Los Santos Survey, Abstract No. 1384, situated in Dallas County, which is contiguous and adjacent to the City of Wylie, in Dallas County, Texas.**

Staff Comments

Community Services Director Haskins answered questions from Council.

Public Hearing

Mayor Porter opened the public hearing on Item 4 at 6:32 p.m. asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 6:32 p.m.

Council Action

A motion was made by Councilman Pickens, seconded by Mayor *Pro Tem* Mulliqi, to approve Item 4 as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

5. **Hold a Public Hearing, consider and act upon, Ordinance No. 2025-32 adopting a budget for all City funds, including the Wylie Economic Development Corporation (4A) and the Wylie Parks and Recreation Facilities Development Corporation (4B) and appropriating resources for Fiscal Year 2025-26 beginning October 1, 2025 and ending September 30, 2026.**

Public Hearing

Mayor Porter opened the public hearing on Item 5 at 6:35 p.m., asking anyone present wishing to address Council to come forward.

Laura Gates addressed the Council speaking in opposition to the tax rate.

Aleksandra Rolfson addressed the Council, asking what the City will use the tax increase funds for, and will it be used in conjunction with the stormwater utility fee to help with drainage along FM 1378 near the Riverchase neighborhood.

There was a discussion amongst City Council members regarding the budget.

Mayor Porter closed the public hearing at 6:42 p.m.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Williams, to approve Item 5 as presented. A vote was taken and the motion passed 5-0 with Mayor Porter, Councilman Duke, Councilman Pickens, Councilman Williams, and Mayor *Pro Tem* Mulliqi voting for and Councilmen Strang and Hoover absent.

6. **Consider, and act upon, approving the property tax revenue increase reflected in the budget.**

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Duke, to approve Item 6 as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

7. **Hold a Public Hearing on the proposed tax rate of \$0.543438 per \$100 assessed valuation for fiscal year 2025-2026 and provide all interested persons an opportunity to be heard, either for or against the tax rate.**

Public Hearing

Mayor Porter opened the public hearing on Item 7 at 7:12 p.m. asking anyone present wishing to address Council to come forward.

Whitney McDougall was present wishing to address the Council speaking against a tax rate increase and asking questions regarding specific budget items.

There was discussion amongst City Council members regarding the tax rate.

Mayor Porter closed the public hearing at 7:31 p.m.

Council Action

No action required.

- 8. Consider, and act upon, Ordinance No. 2025-33 fixing the ad valorem tax rate/levy for the Tax Year 2025 and Budget Year 2025-2026 at \$0.543438 per \$100 assessed valuation.**

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Duke, to move that the property tax rate be increased by the adoption of a tax rate of \$0.543438, which is effectively a 4.22 percent increase in the tax rate. A vote was taken and the motion passed 5-0 with Mayor Porter, Councilman Duke, Councilman Pickens, Councilman Williams, and Mayor *Pro Tem* Mulliqi voting for and Councilmen Strang and Hoover absent.

- 9. Consider, and act upon, Resolution No. 2025-18(R) approving a Resolution of the Wylie Economic Development Corporation to obtain a loan in the principal amount of \$6,800,500.**

Staff Comments

Wylie Economic Development Corporation Executive Director Greiner presented the Item and answered questions from the Council.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to approve Item 9 as presented. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

RECESS CITY COUNCIL

Mayor Porter recessed the Council at 7:39 p.m.

CALL TO ORDER THE WYLIE PARKS & RECREATION FACILITIES DEVELOPMENT CORPORATION (4B)

Board Chair Porter called to order the Parks and Recreation 4B meeting at 7:44 p.m. The following Board Members were present: Board Member Matthew Porter, Board Member David R. Duke, Board Member Scott Williams, Board Member Tarah Harrison, Board Member Whitney McDougall, and Board Member Auston Foster. Board Member Sid Hoover was absent.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address the Board 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. Board requests that comments be limited to three minutes for an individual, six minutes for a group. In addition, the Board is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

There were no persons present wishing to address the Parks and Recreation Facilities Development Corporation (4B) Board.

REGULAR AGENDA

- 1. Consider, and act upon, approval of August 27, 2024 Regular Wylie Parks and Recreation Facilities Development Corporation (4B) meeting minutes.**

Board Action

A motion was made by Board Member Duke, seconded by Board Member McDougall, to approve Item 1 as presented. A vote was taken and the motion passed 6-0 with Board Member Hoover absent.

- 2. Consider, and act upon, approval of the FY 2025-2026 4B Budget and authorize expenditures for the FY 2025-2026 Community Services Facilities Capital Improvement Plan.**

Board Action

A motion was made by Board Member Harrison, seconded by Board Member Foster, to approve Item 2 as presented. A vote was taken and the motion passed 5-1 with Board Member McDougall voting against and Board Member Hoover absent.

ADJOURNMENT 4B BOARD

Board Action

A motion was made by Board Member McDougall, seconded by Board Member Harrison, to adjourn the Parks and Recreation 4B Board meeting at 7:52 p.m. A vote was taken and the motion passed 6-0 with Board Member Hoover absent.

RECONVENE INTO REGULAR SESSION

Mayor Porter reconvened the Council into Regular Session at 8:00 p.m.

WORK SESSION

Mayor Porter convened the Council into a Work Session at 8:00 p.m.

WS1. Discuss Board and Commission Member Eligibility Requirements.

City Secretary Storm addressed the Council to discuss Board and Commission Member eligibility requirements, including voter registration status, residency within City limits, minimum length of residency, employees of the City, and marital status relationship to a City employee.

Council provided direction to staff for Board and Commission member eligibility requirements including requiring all applicants to be a registered voter; all applicants to be a resident of the City except to fill specific requirements on the Animal Shelter Advisory Board, Construction Code Board, and Historic Review Commission; require a minimum length of City residency of 12 months; not an employee of the City except to fill a specific requirement on the Animal Shelter Advisory Board; and not a spouse of a City employee.

RECONVENE INTO REGULAR SESSION

Mayor Porter convened the Council into Regular Session at 8:30 p.m.

EXECUTIVE SESSION

Mayor Porter convened the Council into Executive Session at 8:30 p.m.

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

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

ES1. Consider the sale or acquisition of properties located at 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, 2023-8a, 2023-11b, 2024-5a, 2024-5f, 2024-8d, 2024-9d, 2024-10c, 2024-12c, 2025-4a, 2025-4d, 2025-5g, 2025-5h, 2025-6a, 2025-6d, 2025-6e, 2025-8a, 2025-8b, 2025-8c, 2025-8d, 2025-8e, and 2025-8f.

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Porter convened the Council into Open Session at 10:03 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. 2025-31, 2025-32, and 2025-33 into the official record.

ADJOURNMENT

A motion was made by Councilman Duke, seconded by Councilman Williams, to adjourn the meeting at 10:05 p.m. A vote was taken and the motion passed 5-0 with Councilmen Strang and Hoover absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department: Municipal Court

Prepared By: Lisa Mangham

Account Code: _____

Subject

Consider, and act upon, an agreement authorizing the appointment of Steve Feil as Associate Municipal Court Judge for the City of Wylie effective October 1, 2025, setting terms and stipend of service.

Recommendation

Motion to approve Item as presented.

Discussion

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

The appointment of the Associate Municipal Court Judge is for a two year term effective October 1, 2025 through September 30, 2027, and may be renewed for another two (2) year term. Compensation for services provided by the Associate Municipal Court Judge is a set monthly rate of \$3,000.00. Judge Feil works approximately 40 hours a month. He currently performs magistrates for the jail on a weekly rotation, presides over the open docket day and juvenile dockets once a month, fills in as backup for dockets, signs warrants, and other judicial services as needed. Judge Feil has served the City of Wylie for 4 years as the Associate Municipal Court Judge.

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

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT – ASSOCIATE JUDGE

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

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

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

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

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

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

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

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

Municipal Court Judicial Services Agreement – Associate Judge

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

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

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

3. Compensation; Billing. In exchange for Contractor's provision of the Services as described in this Agreement, Wylie agrees to pay Contractor at the rate of \$3,000.00 per month of
- Municipal Court Judicial Services Agreement – Associate Judge**

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

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

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

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

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

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

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

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

If to Contractor, to: Steve Feil

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

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

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

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

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

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

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

CITY OF WYLIE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Date: _____



Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Hold a Public Hearing, consider, and act upon, the writing of an ordinance for a change in zoning from Light Industrial (LI) to Commercial Corridor - Special Use Permit (CC-SUP) on 1.601 acres to allow for a convenience store and fueling station. Property located at 2111 W. FM 544 (ZC 2025-08).

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Triangle Engineering, LLC

APPLICANT: Triangle Engineering, LLC

The applicant is requesting to rezone 1.601 acres generally located on the southeast corner of Sanden Boulevard and FM 544 from Light Industrial to Commercial Corridor with a Special Use Permit (CC-SUP) to allow for a convenience store and fueling station.

The 4,000 sq.ft. convenience store, with beer and wine sales, is proposed to include three quick service restaurants (QSR) users. There are 16 fuel pump stations under the canopy.

In addition to the convenience store the applicant is proposing to provide one 1,100 sq.ft. shell space that will allow any use allowed in Commercial Corridor by-right.

The SUP restricts hours of operation as follows:

- Fueling Station and Convenience store 24 hours Mon-Sun
- QSR #1 (Nick & Moe's Fried Chicken) 6 AM -10 PM Mon-Sun
- QSR #2 (Pizza Hut Express) 24 hours Mon-Sun
- QSR #3 (Quiznos Subs) 9 AM - 10 PM Mon-Sun

The Zoning Exhibit shall serve as the site plan. Approval of the SUP acts as approval of the site plan.

The site is located in the Industrial sector of the future land use map and the development is consistent with land use classification of the comprehensive plan. The property to the west contains a vacant commercial lot and a hotel. The property to the north is zoned Agricultural and is undeveloped. The property to the east and south is zoned Light Industrial and is undeveloped. The closest motor fueling station with a convenience store is located approximately 0.30 miles to the east at FM 544 and Westgate Way.

Notices were sent to seven property owners within 200 feet as required by state law. At the time of posting no responses were received in favor or in opposition of the request.

P&Z Recommendation

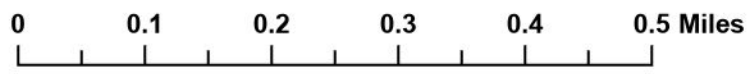
The original application had the 1,100 sq.ft. shell building as a smoke shop. The Commissioners asked the applicant to remove that use as a condition of a recommendation for approval. The applicant agreed and the shell space will be open for any by-right CC use. With that amendment, the Commission voted 7-0 to recommend approval.

Locator Map



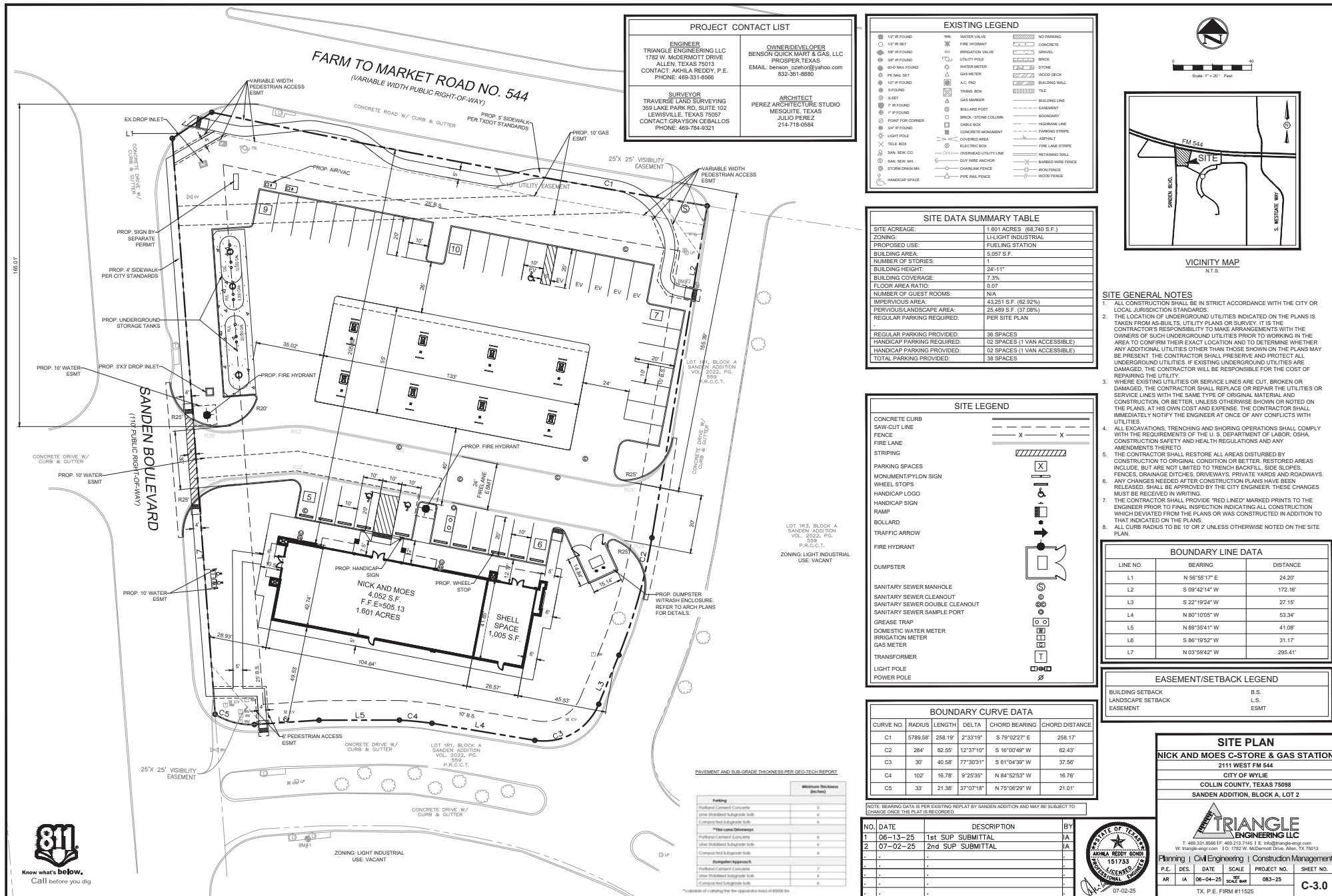
ZONING CASE:
ZC 2025-08 Nick and Moes Fueling Station; 2111 WEST FM 544

 SUBJECT property



Date: 7/15/2025







LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(409) 369-4448
CHRS@STUDIOGREENSPOT.COM



07.02.2025

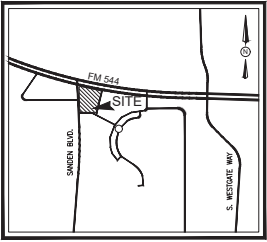
NICK AND MOE'S FUELING STATION
FM 544 AND SANDEN BOULEVARD
CITY OF WYLIE, TEXAS

ISSUE:
FOR APPROVAL, 07.02.2025

DATE:
07.02.2025

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



VICINITY MAP
N.T.S.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER AREAS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRANKLIN SOIL FROM THE REGION, KNOWN AS "BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FIRM GRASS APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER AREAS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INCLUDE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING LEAD OR MARK AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER WHEATGRASS AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

LANDSCAPING IN REQUIRED YARDS
REQUIREMENT: AT LEAST 10% OF SITE SHALL BE LANDSCAPED IN L1 DISTRICT. LANDSCAPING IS REQUIRED IN FRONT YARD. LANDSCAPING IS REQUIRED IN SIDE AND REAR YARDS ADJACENT TO STREET.

TOTAL SITE AREA: 49,713 S.F.

REQUIRED: 6,971 S.F. (10%) PROVIDED: 23,192 S.F. (33%)

LANDSCAPING OF PARKING LOTS
REQUIREMENT: SITE PLANS REQUIRING MORE THAN 12 SPACES ARE REQUIRED TO HAVE 50 S.F. OF LANDSCAPING PER SPACE. NO PARKING SPACE FURTHER THAN 40' FROM LANDSCAPED AREA ON SITE. PARKING ROWS 12 SPACES OR LONGER SHALL HAVE LANDSCAPED ISLANDS AT END. ALL PARKING ROWS SHALL HAVE LANDSCAPED AREAS AT LEAST EVERY 12 SPACES.

TOTAL PARKING: 38 SPACES

REQUIRED: 1,900 S.F. PROVIDED: 2,099 S.F.

VISUAL SCREENING

REQUIREMENT: SERVICE AND LOADING AREAS WITH SCREENING STRIP AT LEAST A 5' WIDE WITH PLANTS 3' IN HEIGHT WHEN PLANTED, INCLUDING ONE FLOWERING TREE FOR EVERY 10' LINEAR FEET OF AREA.

REQUIRED: NOT APPLICABLE PROVIDED: NOT APPLICABLE

LANDSCAPING OF STREET FRONTS

REQUIREMENT: A MINIMUM 50% OF REQUIRED FRONT YARD SHALL BE LANDSCAPED AND AT LEAST 10' IN WIDTH. TREES (7" CAL.) TO BE PLANTED ON 30' TO 40' SPACING.

FM 544 - 270' L.F.

SANDEN BOULEVARD - 270' L.F.

TOTAL FRONT YARD AREA: 13,948 S.F.

REQUIRED: LANDSCAPE AREA: 6,974 S.F. (50%) PROVIDED: LANDSCAPE AREA: 12,347 S.F. (89%)

FM 544 - (7) TREES (7" CAL.) FM 544 - (7) TREES (7" CAL.)

SANDEN BLVD. - (7) TREES (7" CAL.) SANDEN BLVD. - (8) TREES (7" CAL.)

DESIRABLE ELEMENTS

REQUIREMENT: EACH DEVELOPMENT MUST SELECT 4 OF THE 8 DESIRABLE ELEMENTS.

REQUIRED: 4 DESIRABLE ELEMENTS

PROVIDED:
1. LANDSCAPE TO EXCEEDS THE 10% MINIMUM
2. LANDSCAPING IN SIDE AND REAR YARD
3. LANDSCAPE 10% MORE THAN PARKING LOT REQUIREMENT
4. LANDSCAPED PEDESTRIAN CONNECTION TO MAIN ENTRANCE

PLANT MATERIAL SCHEDULE:

TREES	TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE RO VT	13	7	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	spread, 6' clear straight trunk
	7	10	Red Oak	<i>Quercus shumardii</i>	3" cal.	spread, 6' clear straight trunk
	10		Vine	<i>Vitis aestivalis</i>	3" cal.	spread, 6' clear straight trunk
SHRUBS						
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS	
DBH	248	Dwarf Burford Holly	<i>Ilex caroliniana</i>	3 gal.	spread, 24" ht., 20" spread	
NRS	16	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	spread, 36" ht., 24" spread	
GROUNDCOVERS						
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS	
LIR	690	Liriope	<i>Liriope muscari</i>	4" pots	spread, well rooted	
		'419' Bermudagrass	<i>Cynodon dactylon</i>	4" pots	Solid Sod refer to notes	

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

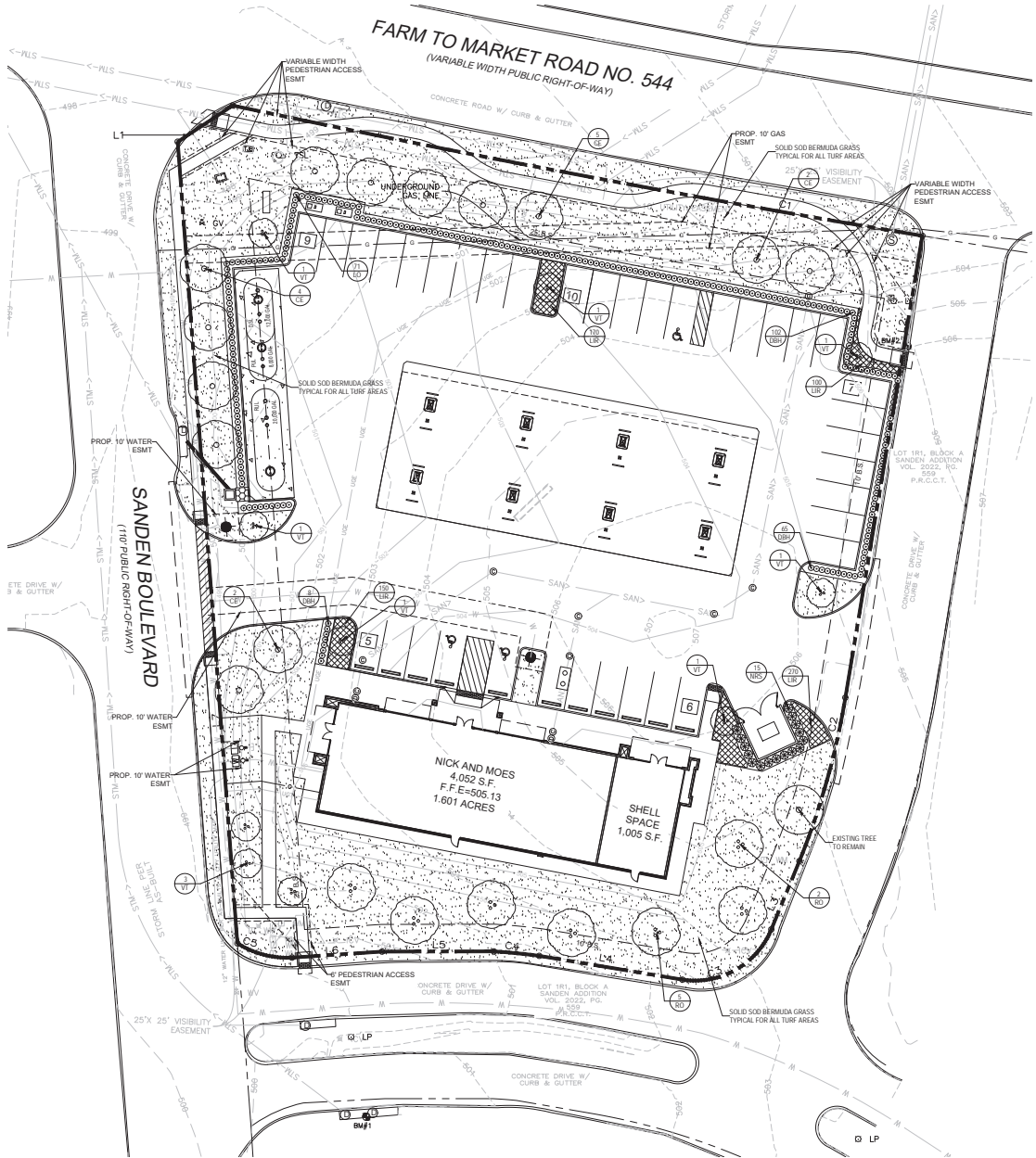
BOUNDARY CURVE DATA

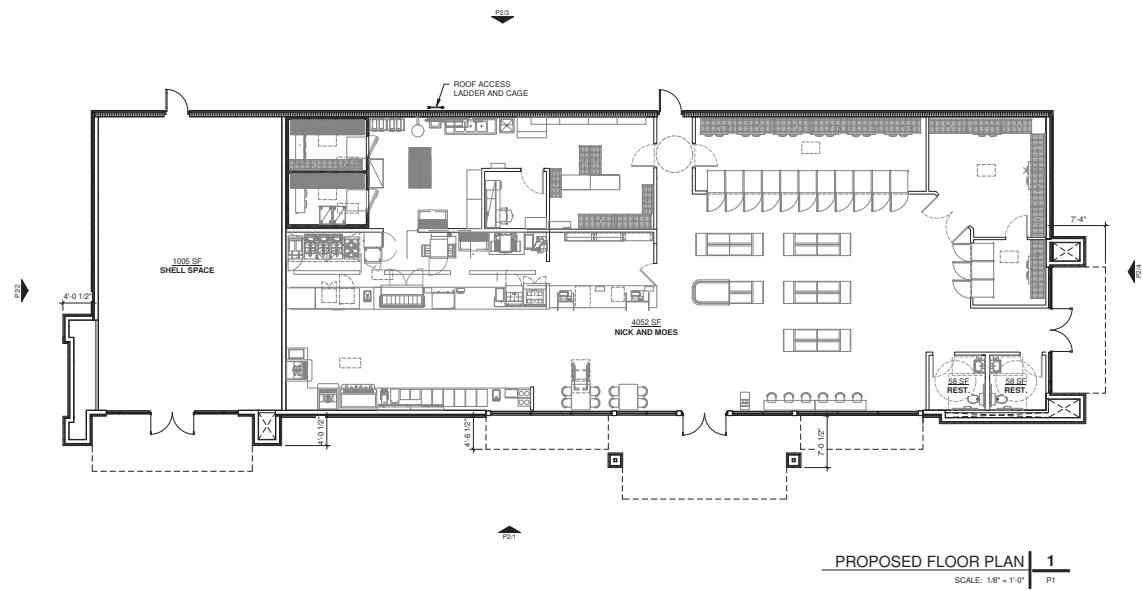
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	5789.58'	258.19'	2°33'19"	S 79°02'27" E	258.17'
C2	284'	62.60'	12°37'10"	S 18°00'49" W	62.43'
C3	30'	40.58'	77°30'31"	S 61°04'39" W	37.56'
C4	102'	16.78'	9°25'35"	N 84°52'53" W	16.76'
C5	33'	21.38'	37°07'18"	N 75°00'20" W	21.01'

BOUNDARY LINE DATA


LINE NO.	BEARING	DISTANCE
L1	N 50°50'11" E	24.20'
L2	S 09°42'14" W	172.16'
L3	S 22°19'24" W	27.15'
L4	N 80°10'00" W	41.08'
L5	N 89°35'41" W	33.17'
L6	N 86°19'52" E	30.28'
L7	N 03°59'42" W	285.41'

01 LANDSCAPE PLAN
SCALE 1"=20' 0"





PROPOSED FLOOR PLAN | 1
SCALE: 1/8" = 1'-0" P1

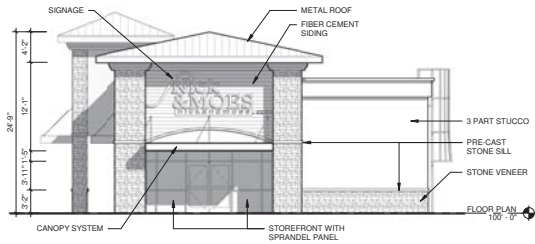
EXTERIOR MATERIAL LEGEND		
		
STUCCO	SIDING	STONE



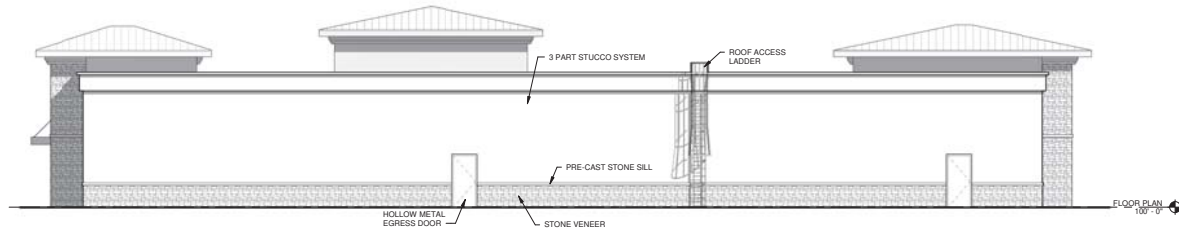
PERSPECTIVE | 6
SCALE: 1/8" = 1'-0" P2



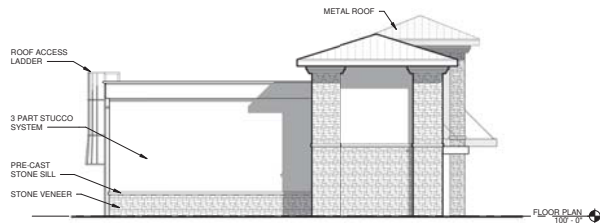
PERSPECTIVE | 5
SCALE: 1/8" = 1'-0" P2



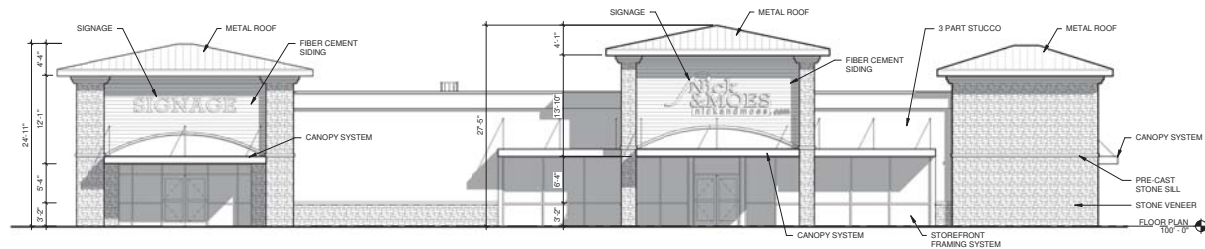
SIDE ELEVATION | 4
SCALE: 1/8" = 1'-0" P2



BACK ELEVATION | 3
SCALE: 1/8" = 1'-0" P2



SIDE ELEVATION | 2
SCALE: 1/8" = 1'-0" P2



FRONT ELEVATION | 1
SCALE: 1/8" = 1'-0" P2

PROPOSED EXTERIOR ELEVATIONS AND PERSPECTIVES | NICK & MOES - WYLIE, TX | 06-02-2025

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THIS DOCUMENT IS INCOMPLETE
AND MAY NOT BE USED FOR
PERMIT OR CONSTRUCTION. |
JULIO PEREZ | REG.# 25338

PEREZ
ARCHITECTURE STUDIO
PLANNING | ARCHITECTURE | INTERIORS
P. 786.783.0000 | P. 786.783.0000 | P. 786.783.0000



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
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CHRS@STUDIOGREENSPOT.COM



07.02.2025

NICK AND MOE'S FUELING STATION
FM 544 AND SANDEN BOULEVARD
CITY OF WYLIE, TEXAS

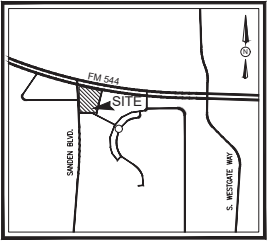
ISSUE:
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DATE:
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SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:

L.2



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N.T.S.

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- ALL LAWN AREAS TO BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF SOD, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER SEEDED WITH WINTER WHEATGRASS AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

LANDSCAPING IN REQUIRED YARDS
REQUIREMENT: AT LEAST 10% OF SITE SHALL BE LANDSCAPED IN LI DISTRICT. LANDSCAPING IS REQUIRED IN FRONT YARD. LANDSCAPING IS REQUIRED IN SIDE AND REAR YARDS ADJACENT TO STREET.

TOTAL SITE AREA: 69,713 S.F.

REQUIRED: 6,971 S.F. (10%) PROVIDED: 23,192 S.F. (33%)

LANDSCAPING OF PARKING LOTS
REQUIREMENT: SITE PLANS REQUIRING MORE THAN 12 SPACES ARE REQUIRED TO HAVE 50 S.F. OF LANDSCAPING PER SPACE. NO PARKING SPACE FURTHER THAN 60' FROM LANDSCAPED AREA ON SITE. PARKING ROWS 12 SPACES OR LONGER SHALL HAVE LANDSCAPED ISLANDS AT END. ALL PARKING ROWS SHALL HAVE LANDSCAPED AREAS AT LEAST EVERY 12 SPACES.

TOTAL PARKING: 38 SPACES

REQUIRED: 1,500 S.F. PROVIDED: 2,099 S.F.

VISUAL SCREENING
REQUIREMENT: SERVICE AND LOADING AREAS WITH SCREENING STRIP AT LEAST A 6" WIDE WITH PLANTS 3' IN HEIGHT (WHEN PLANTED), INCLUDING ONE FLOWERING TREE FOR EVERY 20 LINEAR FEET OF AREA.

REQUIRED: NOT APPLICABLE PROVIDED: NOT APPLICABLE

LANDSCAPING OF STREET FRONTS
REQUIREMENT: A MINIMUM 50% OF REQUIRED FRONT YARD SHALL BE LANDSCAPED AND AT LEAST 10' IN WIDTH. TREES (2" CAL.) TO BE PLANTED ON 30' TO 40' SPACING.

FM 544 - 270' L.F.
SANDEN BOULEVARD - 279' L.F.

TOTAL FRONT YARD AREA: 13,948 S.F.

REQUIRED: LANDSCAPE AREA - 6,974 S.F. (50%) FM 544 - (7) TREES (2" CAL.) SANDEN BLVD - (7) TREES (2" CAL.)
PROVIDED: LANDSCAPE AREA - 12,347 S.F. (89%) FM 544 - (1) TREES (2" CAL.) SANDEN BLVD - (8) TREES (2" CAL.)

DESIRABLE ELEMENTS
REQUIREMENT: EACH DEVELOPMENT MUST SELECT 4 OF THE 6 DESIRABLE ELEMENTS.

REQUIRED: 4 DESIRABLE ELEMENTS PROVIDED: 1. LANDSCAPE TO EXCEEDS THE 10% MINIMUM
2. LANDSCAPING IN SIDE AND REAR YARD
3. LANDSCAPE 10% MORE THAN PARKING LOT REQUIREMENT
4. LANDSCAPED PEDESTRIAN CONNECTION TO MAIN ENTRANCE

PLANT MATERIAL SCHEDULE:

TREES		QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE RO VT	13	7	Cedar Elm	Ulmus crassifolia	3" cal.	container, 12" ht., 5' spread, 6' clear straight trunk
	7	10	Red Oak	Quercus shumardii	3" cal.	container, 12" ht., 5' spread, 6' clear straight trunk
	10		Vine	Vitis aestivalis	3" cal.	container, 10" ht., 4' spread, tree form
SHRUBS		QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBH NRS	248	16	Dwarf Burford Holly	Ilex cornuta	3 gal.	container, 24" ht., 20" spread
			Nellie R. Stevens Holly	Ilex x 'Nellie R. Stevens'	7 gal.	container, 36" ht., 24" spread
GROUNDCOVERS		QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
LIR	690		Liriope	Liriope muscari	4" pots	container, well rooted
			'419' Bermuda grass	Cynodon dactylon '419'		Solid Sod refer to notes

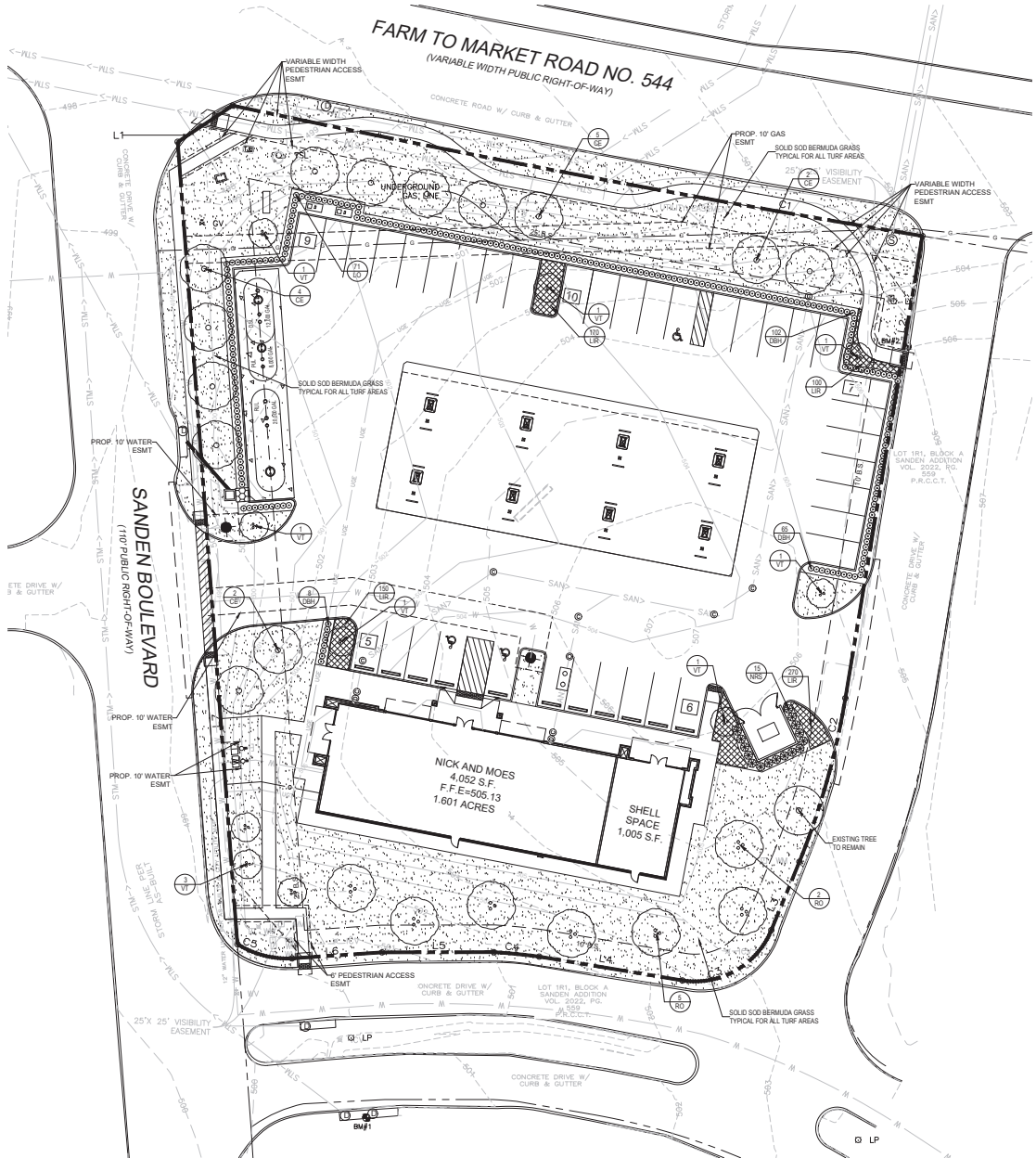
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

BOUNDARY CURVE DATA

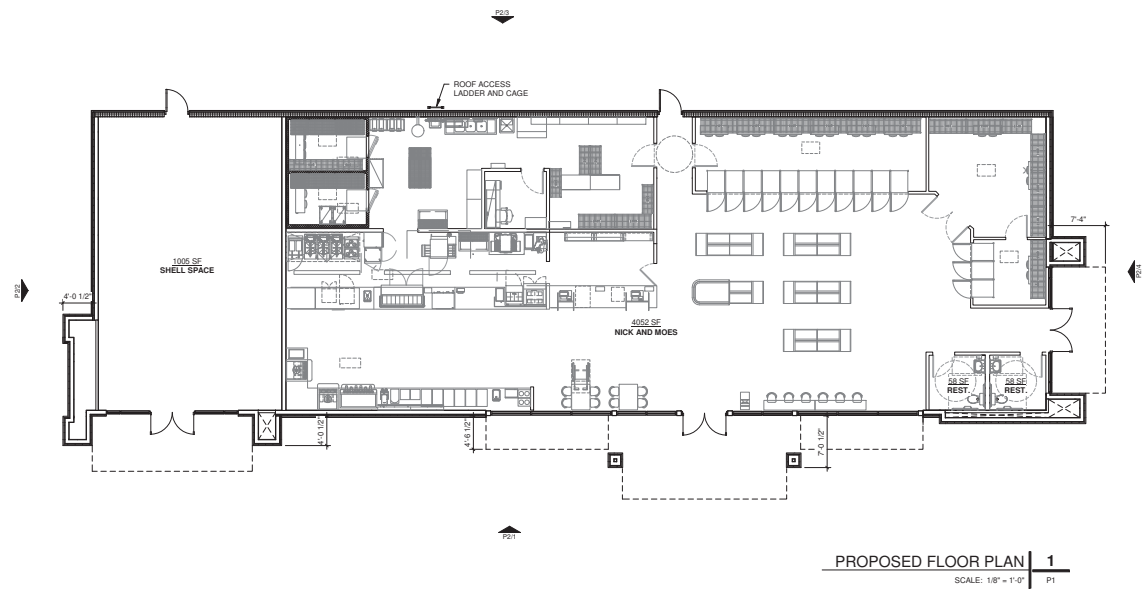
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	5789.58'	258.19'	2°33'19"	S 79°02'27" E	258.17'
C2	284'	62.60'	12°37'10"	S 16°00'49" W	62.43'
C3	30'	40.58'	77°30'31"	S 61°04'39" W	37.56'
C4	102'	16.78'	9°25'35"	N 84°52'53" W	16.76'
C5	33'	21.38'	37°07'18"	N 75°06'20" W	21.01'

BOUNDARY LINE DATA

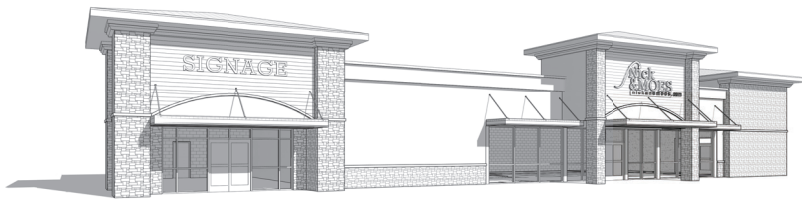
LINE NO.	BEARING	DISTANCE
L1	N 56°55'11" E	24.20'
L2	S 09°42'14" W	172.16'
L3	S 22°19'24" W	27.15'
L4	N 80°10'05" W	41.08'
L5	N 89°35'41" W	33.17'
L6	N 86°19'52" E	30.28'
L7	N 03°59'42" W	285.41'



01 LANDSCAPE PLAN
SCALE 1"=20' 0"



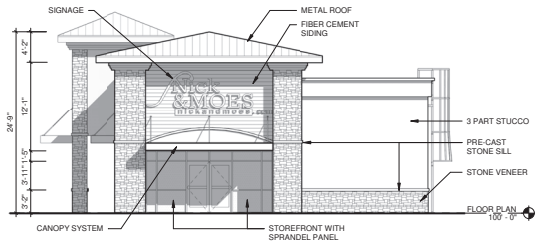
EXTERIOR MATERIAL LEGEND		
		
STUCCO	SIDING	STONE



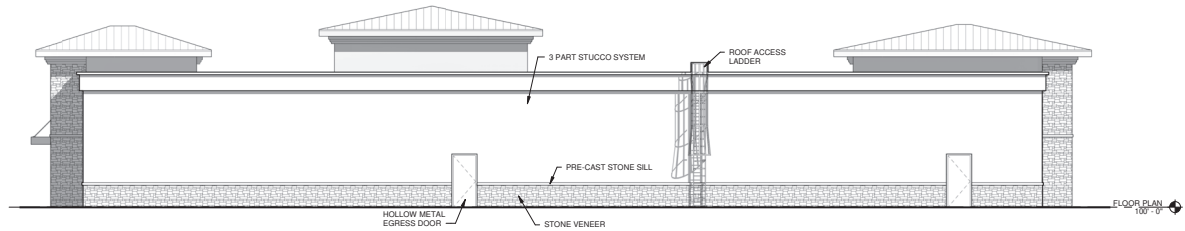
PERSPECTIVE | 6
SCALE: 1/8" = 1'-0" P2



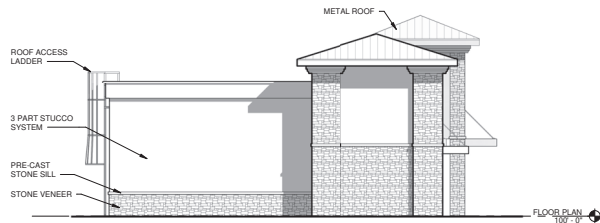
PERSPECTIVE | 5
SCALE: 1/8" = 1'-0" P2



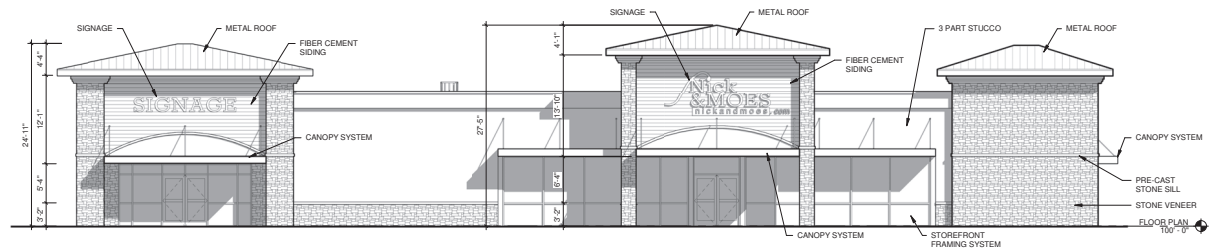
SIDE ELEVATION | 4
SCALE: 1/8" = 1'-0" P2



BACK ELEVATION | 3
SCALE: 1/8" = 1'-0" P2



SIDE ELEVATION | 2
SCALE: 1/8" = 1'-0" P2



FRONT ELEVATION | 1
SCALE: 1/8" = 1'-0" P2

PROPOSED EXTERIOR ELEVATIONS AND PERSPECTIVES | NICK & MOES - WYLIE, TX | 06-02-2025

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AND MAY NOT BE USED FOR
PERMIT OR CONSTRUCTION. |
JULIO PEREZ | REG.# 25538

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Exhibit C

NICK AND MOES C-STORE & GAS STATION

Conditions For Special Use Permit

I. **PURPOSE:**

The purpose of this Special Use Permit is to allow for a fueling station with a convenience store and quick-serving restaurants.

II. **GENERAL CONDITIONS:**

1. The SUP shall not affect any regulations of the Commercial Corridor (CC) design standards, as provided in Article 4 and 5 of City of Wylie Zoning Ordinance (adopted as of May 22, 2025), except as specifically provided herein.
2. The design and development of the Nick & Moes development shall be in accordance with Section III below and the Zoning Exhibit (Exhibit B).
3. The Zoning Exhibit shall serve as the site plan, landscape plan, elevations, and preliminary engineering. Approval of the SUP shall act as Site Plan approval.

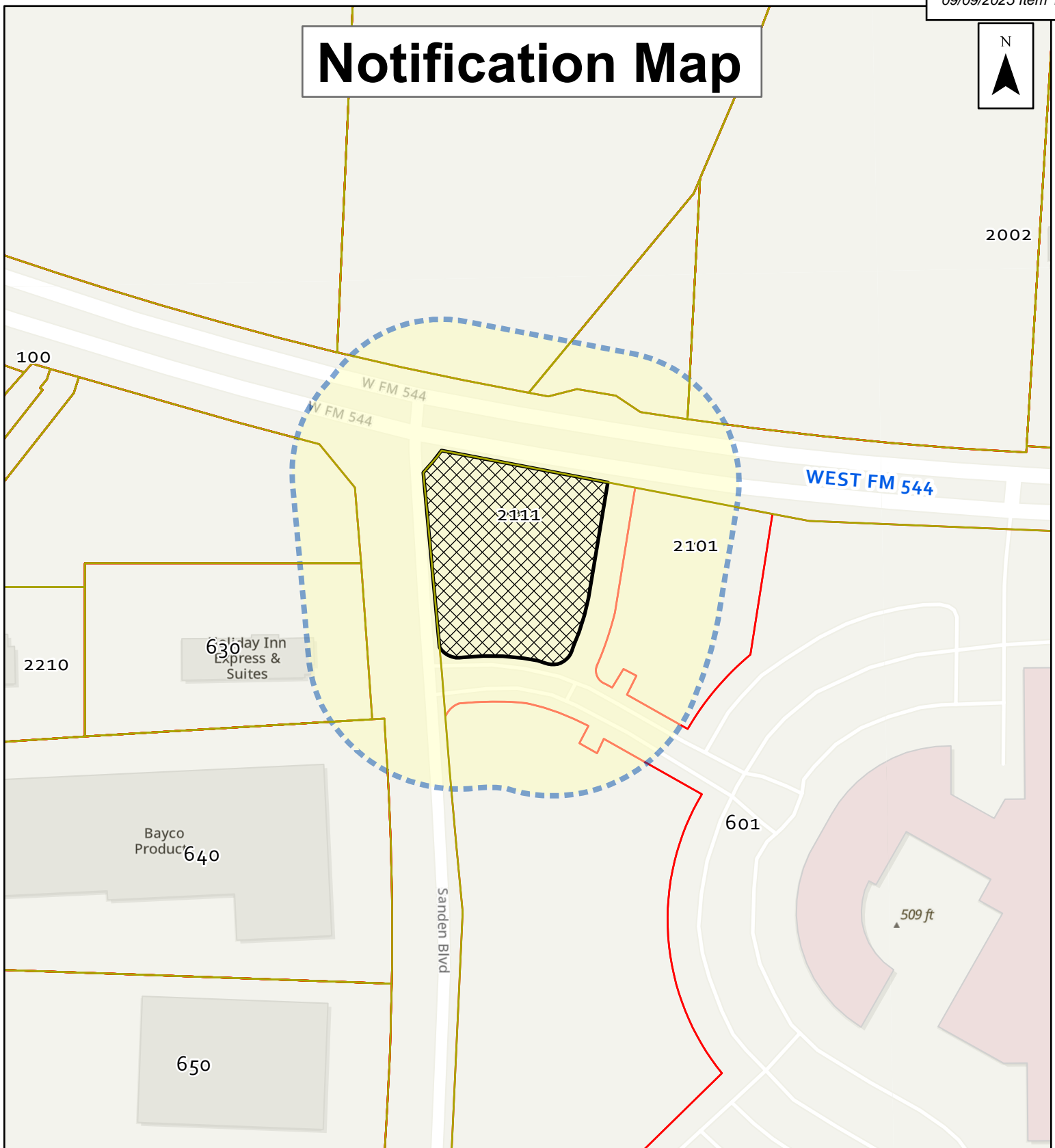
III. **SPECIAL CONDITIONS:**

1. The following listed uses as defined in Article 5 and 7 of the Zoning Ordinance (adopted as of May 22, 2025) and as depicted in the Zoning Exhibit (Exhibit B) shall be allowed by-right:
 - a. Fueling Station
 - b. Restaurant (w/o drive-thru)
 - c. Convenience Store
 - d. Beer and Wine Sales

2. The hours of operation for the business shall be:

Overall Convenience Store	24 hours/day
Fueling Stations	24 hours/day
Quick Service Restaurant #1	6:00 AM – 10:00 PM
Quick Service Restaurant #2	24 hours/day
Quick Service Restaurant #3	9:00 AM – 10:00 PM

Notification Map



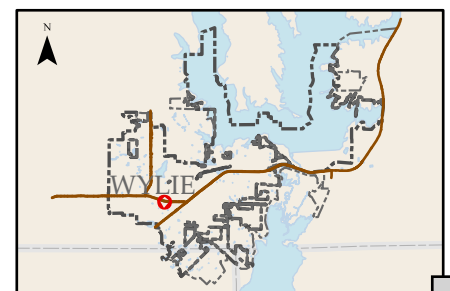
ZONING CASE:
ZC 2025-08 Nick and Moes Fueling Station; 2111 WEST FM 544

 SUBJECT property  200 foot Notification Buffer

0 50 100 200 300 Feet



Date: 7/15/2025



Nick & Moes – Wylie, TX



Planning & Zoning
Presentation



A Premier Convenience
Store & Fuel
Destination



Designed to Serve the
Community and
Enhance Local Economy

Project Overview

Location: SEC of FM544 & SANDEN
BLVD, Wylie, TX

5,000 sq. ft. convenience store with
state-of-the-art facilities

8 double-stacked fuel pumps under
modern canopy

Ample parking and optimized
traffic flow for safety and efficiency

Community Benefits

- Generates significant local sales tax revenue
- Creates 15–20 permanent jobs for local residents
- Enhances neighborhood amenities with quality food & beverage offerings
- Supports city growth with premium, clean, and safe facilities



Design & Aesthetics

- Modern architecture blending with community character
- Landscaping plan with native, drought-resistant plants
- LED lighting for safety and reduced environmental impact
- Signage designed to be visually appealing yet compliant



An aerial photograph of a road intersection. A roundabout is visible on the right side of the image, with a crosswalk crossing it. A road with multiple lanes runs horizontally across the middle. To the left of the road, there is a green landscaped area with trees and a small building. To the right, there is a parking lot with several vehicles and a building. The image is used to illustrate the traffic and accessibility features discussed in the text.

Traffic & Accessibility

- Multiple ingress/egress points to minimize congestion
- Driveway access from primary and secondary roads
- Layout designed for smooth vehicle flow and pedestrian safety
- Adequate turning radius for delivery and emergency vehicles

Compliance & Safety

- Meets all city zoning and building requirements
- ADA-compliant access throughout property
- Well-lit areas with high-visibility security cameras
- Environmental safeguards for fuel storage and dispensing

Why Approval is a Win for Wylie

- Delivers economic, aesthetic, and community value
- Fills a gap in fuel and convenience services for the area
- Designed to be a safe, attractive, and enduring community asset
- Strong operator with proven franchise success



Nick & Moes – A New Landmark for Wylie



Nick & Moe's – Wylie, TX

A Landmark Development for the Community



Community-Focused Economic Impact



Nick & Moes is deeply committed to being more than just a convenience store – we are a community partner.



Creating 15–20 permanent local jobs, with career growth opportunities.



Supporting local suppliers and service providers to keep dollars within the community.



Driving substantial sales and fuel tax revenue to support city infrastructure and services.



A proven track record of enhancing neighborhoods by providing safe, clean, and modern facilities.



Our economic footprint stimulates surrounding businesses and encourages further development.

Proven Growth & Expanding Footprint



NICK & MOE'S IS RAPIDLY EXPANDING ACROSS THE SOUTHEAST AND TEXAS, BUILDING STRONG COMMUNITY TIES IN EVERY CITY WE ENTER.



CURRENT PRESENCE: 6 OPERATING LOCATIONS IN FLORIDA, PLUS STORES OPEN OR IN DEVELOPMENT ACROSS GEORGIA, KENTUCKY, TEXAS, TENNESSEE, AND MISSISSIPPI.



ACTIVE DEVELOPMENT PIPELINE: OVER A DOZEN LOCATIONS IN VARIOUS STAGES OF CONSTRUCTION AND PLANNING.



5-YEAR GOAL: 100 NICK & MOE'S LOCATIONS SYSTEM-WIDE.



EACH NEW LOCATION CREATES JOBS, STIMULATES LOCAL ECONOMIES, AND PROVIDES ESSENTIAL COMMUNITY SERVICES.



OUR TRACK RECORD DEMONSTRATES SUCCESSFUL INTEGRATION INTO DIVERSE MARKETS WITH STRONG FRANCHISEE PARTNERSHIPS.



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Discuss amendments to the College Park Planned Development (PD 2023-18).

Recommendation

Discussion.

Discussion

OWNER: Abdul Khan

APPLICANT: Toll Southwest, LLC

The applicant is requesting a work session to discuss amendments to the Planned Development.

In general, the applicant is proposing to amend the PD from 50 single family detached lots, 32 single family attached, an amenity center lot, and two commercial lots to ~70 single family detached lots and two commercial lots.

This amendment would convert the attached single family (townhome) lots to detached single family homes and eliminate the amenity center. All lots would still meet the minimum zoning ordinance requirements without variances.

P&Z Recommendation

Due to the limited time between the Planning and Zoning and City Council work sessions, the recommendations are not in the report, but will be presented to Council during the meeting.

Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

09/09/2025 Item WS1.



College Park

City of Wylie

About Toll Brothers

4th

- Largest U.S. homebuilder by revenues
- Founded in 1967, NYSE-listed (TOL) in 1986
- Greatest product diversification in the industry

10 years

- Years in a row being named to the Fortune World's Most Admired Companies TM list

\$2.5B

- Liquidity on a solid balance sheet

4800+

- Employees; Average Senior Management tenure of 19 years



NATIONAL FOOTPRINT POSITIONS TOLL BROTHERS FOR GROWTH

24 STATES
60+ MARKETS

Pacific

13% of Communities
12% of Lots Controlled
18% of Revenue



Mountain

28% of Communities
25% of Lots Controlled
28% of Revenue

North

10% of Communities
14% of Lots Controlled
14% of Revenue



Mid-Atlantic

15% of Communities
17% of Lots Controlled
12% of Revenue



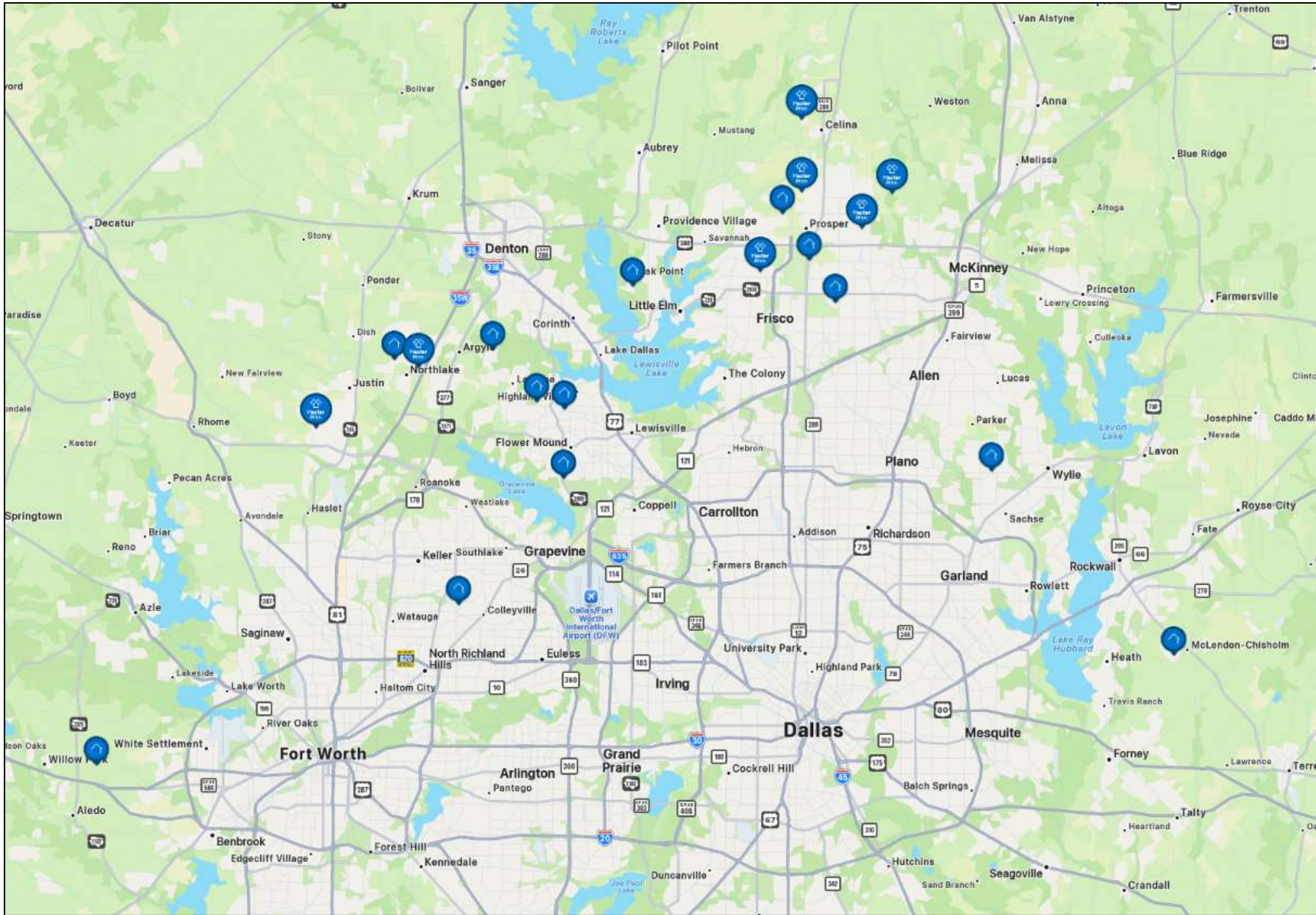
South

34% of Communities
32% of Lots Controlled
28% of Revenue



Regions	Community Count	Lot Count
North	43	11,292
Mid-Atlantic	65	13,109
South	142	25,160
Mountain	117	19,627
Pacific	54	9,418
Total	421	78,606

Our Communities



Current Planned Development



Proposed Planned Development



Elevations

09/09/2025 Item WS1.













